



## Board of County Commissioners

CS-24-269

**Item Title:** Approve and authorize the Chairman to sign the Second Amendment to the Interlocal Agreement for Landscape Maintenance of Certain County Road Rights-of-Way with the East Nassau Stewardship District.

**Date:** March 10, 2025

**Department:** County Attorney on behalf of Development Services

### Background:

Nassau County and the East Nassau Stewardship District entered into an Interlocal Agreement for Landscape Maintenance of Certain County Road Rights-Of-Way on May 24, 2021. East Nassau Stewardship District is an independent special district created and existing pursuant to Chapter 2017-206, Laws of Florida, and the provisions of Chapter 189, Florida Statutes.

Pursuant to that original Interlocal Agreement, the District agreed to provide for the maintenance of certain improvements consisting of, but not limited to, landscaping, trees, grass, shrubs, and other plantings, as well as irrigation systems, hardscaping, streetlights, and ancillary fixtures within certain portions of the County-owned rights-of-way (portions of Wildlight Avenue and Curiosity Avenue).

Additional rights-of-way have since been constructed and were added to the original Interlocal Agreement in a First Amendment, approved by the Board on June 10, 2024 (adding portions of Wildlight Avenue extension, Curiosity Avenue, and Crosstown Boulevard)

The Second Amendment under consideration in this agenda item adds additional rights-of-way (Still Quarters Road, Glover Lane, and Public Right of Way) for which the District will provide enhanced landscaping beyond what the County provides under its Code. The District will pay for all costs associated with such enhanced landscaping.

### Request:

Approve and authorize the Chairman to sign the Second Amendment to the Interlocal Agreement for Landscape Maintenance of Certain County Road Rights-of-Way with the East Nassau Stewardship District, which adds roadways for which the District is responsible for landscaping.

### Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

The County will not have any maintenance responsibility for the landscaping along these rights-of-way, and therefore there should be minimal financial/economic impact to the County.

### Action Requested and Recommendation:

Approve and authorize the Chairman to sign the Second Amendment to the Interlocal Agreement for Landscape Maintenance of Certain County Road Rights-of-Way with the East Nassau Stewardship District, which adds roadways for which the District is responsible for landscaping.

### Is this action consistent with the Nassau County Comprehensive Land Use Plan?

Yes

### Funding Source:

N/A

**APPROVED BOCC**

DATE

3/10/2025

am

### Additional Information Needed for Contracts/Agreements (If Applicable)

### Contract Number assigned by Contracts Management:

CM2979-A2

### For non-governmental agencies, has the document been sent to the vendor for signature?

Yes

### Does the document need to be recorded? If so, who will pay the recordation fee?

Yes East Nassau Stewardship District

**Are there any special mailing instructions? (Include contact name, address, deadline for submittal, how to mail such as express mail, FedEx, etc.):**

N/A

**How many originals are needed?**

One

This instrument was prepared by and  
upon recording should be returned to:

CM2979-A2

(This space reserved for Clerk)

CS-24-269

Michelle K. Rigoni, Esq.  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR LANDSCAPE MAINTENANCE OF  
CERTAIN COUNTY ROAD RIGHTS-OF-WAY**

**This Second Amendment** (“**Second Amendment**”), dated this 10th day of March, 2025, is entered into by and between:

**NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “**County**”), whose address is 96135 Nassau Place, Suite 1, Yulee, FL 32097; and

**EAST NASSAU STEWARDSHIP DISTRICT**, an independent special district created and existing pursuant to Chapter 2017-206, Laws of Florida, and the provisions of Chapter 189, Florida Statutes, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “**District**” and, together with the County, the “**Parties**”).

**RECITALS**

**WHEREAS**, the Parties previously entered into that *Interlocal Agreement for Landscape Maintenance of Certain County Road Rights-Of-Way* dated May 24, 2021, and recorded in the Official Records Book 2468, Page 1686 of the Public Records of Nassau County, Florida (the “**Original Agreement**”); and

**WHEREAS**, pursuant to the Original Agreement the District agreed to provide for the maintenance of certain improvements consisting of, but not limited to, landscaping, trees, grass, shrubs, and other plantings, as well as irrigation systems, hardscaping, streetlights, and ancillary fixtures (collectively, “**Landscaping**”), within certain portions of the County-owned rights-of-way along those portions of Wildlight Avenue and Curiosity Avenue as identified in the Original Agreement; and

**WHEREAS**, the Original Agreement, as recorded, inadvertently did not include the Exhibit A identified therein, which more particularly depicted the portions of County-owned rights-of-way subject to that Original Agreement; and

**WHEREAS**, the Parties entered into that *First Amendment* to the Original Agreement, dated June 10, 2024 and recorded in the Official Records Book 2719, Page 8 of the Public

Records of Nassau County, Florida (the “**First Amendment**”), to include Exhibit A from the Original Agreement and to add additional portions of Wildlight Avenue extension, Curiosity Avenue, and Crosstown Boulevard as depicted in Composite Exhibit A to the First Amendment; and

**WHEREAS**, the County now owns additional rights-of-way, including portions of Still Quarters Road, Glover Lane, and Public Right of Way, all as more particularly depicted in **Composite Exhibit A** attached hereto and incorporated herein by reference (collectively, including the previously identified rights-of-way in the Original Agreement and First Amendment, the “**Rights-of-Way**”); and

**WHEREAS**, the District desires to provide for maintenance of Landscaping along the Rights-of-Way; and

**WHEREAS**, pursuant to Section 17 of the Original Agreement (together with the First Amendment and Second Amendment, the “**Agreement**”), the Parties desire to amend the Agreement to provide for same.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

**SECTION 1. RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated herein and form a material part of this Second Amendment.

**SECTION 2. AFFIRMATION OF ORIGINAL AGREEMENT.** The Original Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 3 of this Second Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions remain in full effect and fully enforceable and all such remaining terms and conditions of the Agreement, without limitation, are hereby adopted, reaffirmed and incorporated as if restated herein.

**SECTION 3. AMENDMENTS TO THE AGREEMENT.** Pursuant to Section 17 of the Original Agreement, the following amendments are made:

(a) Exhibit A to the Original Agreement is hereby amended, supplemented and superseded in its entirety by **Composite Exhibit A** attached to this Second Amendment. Wherever the Agreement refers to “Rights-of-Way”, the term shall refer to those portions of County-owned rights-of-way as depicted in **Composite Exhibit A** attached to this Second Amendment.

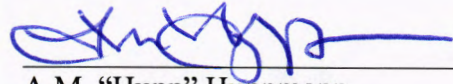
**SECTION 4. CONFLICTS; DEFINED TERMS.** To the extent that the terms of the Agreement conflict with the terms set forth in Section 3 above, the terms of this Second Amendment shall control. Any capitalized terms not otherwise defined in this Second Amendment shall have the meanings set forth in the Original Agreement.

**SECTION 5. EFFECTIVE DATE.** This Second Amendment shall take effect upon filing a copy executed by both Parties with the Clerk of the Circuit Court of Nassau County.

*[Remainder of this page intentionally left blank]*

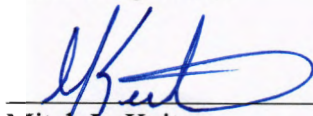
**IN WITNESS WHEREOF**, the Parties have caused this Second Amendment to be made and executed as of the day and date first above written.

**NASSAU COUNTY, FLORIDA**, a  
political subdivision of the State of Florida



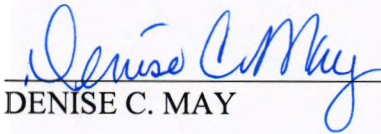
A.M. "Hupp" Huppmann  
Chairman, Board of County Commissioners

Attest as to authenticity of the  
Chair's signature:



Mitch L. Keiter  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney



DENISE C. MAY

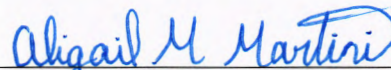
STATE OF FLORIDA       )  
COUNTY OF NASSAU    )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of March, 2025, by **A.M. Huppmann** as Chairman of the Board of County Commissioners, Nassau County, Florida, a political subdivision of the State of Florida, for and on behalf of the County. She/he is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

NOTARY STAMP:



**ABIGAIL M. MARTINI**  
Commission # HH 418634  
Expires July 9, 2027



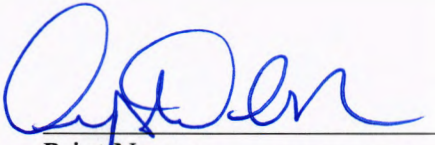
Signature of Notary Public



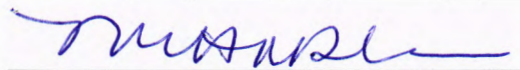
Printed Name of Notary Public



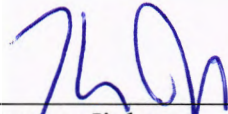
## WITNESSES:



Print Name: Crystal L. Cook  
 Address: 1 Rayonier Way, Wildlight, FL 32097

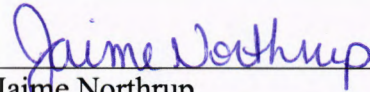


Print Name: Michelle Van Deren  
 Address: 1 Rayonier Way, Wildlight, FL 32097

EAST NASSAU  
STEWARDSHIP DISTRICT


Tommy Jinks  
 Vice Chair, Board of Supervisors

## ATTEST:

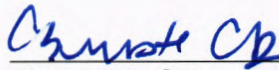


Jaime Northrup  
 Assistant Secretary  
 Address: 1 Rayonier Way, Wildlight, FL 32097

STATE OF FLORIDA       )  
 COUNTY OF NASSAU    )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of March, 2025, by **TOMMY JINKS** as Vice Chair of the Board of Supervisors of East Nassau Community Stewardship District, a political subdivision of the State of Florida, for and on behalf of the County. She/he is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

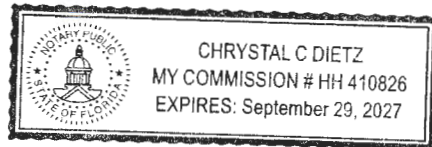
## NOTARY STAMP:



Signature of Notary Public

Chrystal C. Dietz

Printed Name of Notary Public



**COMPOSITE EXHIBIT A**  
**Map of Rights-Of-Way**

*[Remainder of this page intentionally left blank]*



**Mitch L. Keiter**  
Clerk of the Circuit Court  
Nassau County

763  
Yul

**Official Records Receipt  
Recording**

Ernesto TORRES  
Ernesto  
9042955714  
payment.  
please return to  
Heather after  
recorded.

**Receipt#:** 202506107 **Payee Name:** TORRES, ERNESTO  
**Receipt Date:** 04/15/2025

**Instrument(s):** 202545010879-BK2781/PG523-531-MISCELLANEOUS

**Details**

Indexing @ 1st 4 Nam	\$0.00
Recording @ 1st=\$1.9	\$17.10
Recording @ 1st=\$2 A	\$18.00
Recording @ 1st=\$5 A	\$37.00
Recording @ 1st=.10	\$0.90
Trust Fund @ 1st=\$1	\$5.00

**Receipt Total:** \$78.00  
**Amount Tendered:** \$78.00  
**Amount Paid (including any fees):** \$80.73  
**Overage:** \$0.00

<b>Credit Card</b>	\$78.00	14697993
Auth. Code: 00732I		Tender: 6kvn001744741199004
Card: 0957		AID:
Payment Method: visa		TID: P400Plus-275492055
Payment Variant: visastandardcredit		MID: 420429000031026

There is a non-refundable 3.5% fee per transaction to provide for this service.

