

Cm 2611

Prepared by and return when recorded to:
Sidney S. Simmons, II
562 Park Street, Suite 300
Jacksonville, Florida 32204
Consideration: \$0

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT is made this 10th day of Sept. 2018, by NASSAU COUNTY, FLORIDA, a political subdivision, a body corporate existing under the laws of the State of Florida, whose post office address is 96135 Nassau Place, Yulee, FL 32207 (hereinafter referred to as the "County") and AMELIA BLUFF, LLC, a Florida limited liability company whose post office address is 4339 Roosevelt Blvd., Suite 400, Jacksonville, FL 32210 (hereinafter referred to as "Owner").

BACKGROUND FACTS. Owner is the owner of the real property in Nassau County, Florida, described in Exhibit A attached (the "Owner Parcel"). Owner intends to install pipes and mains for sewer collection to serve the Owner Parcel ("Private Facilities") within the right of way of Citrona Drive, a public right of way in Nassau County, Florida. As part of such installation, the County requires that Owner assume responsibility for the maintenance of the Private Facilities. Therefore, for good and valuable consideration, the parties agree that:

1. **OBLIGATIONS OF OWNER.** Owner shall cause the plans and specifications for installation and repair of the Private Facilities to be reviewed and approved by the County. Owner represents and warrants that all improvements in the Private Facilities shall be constructed, designed, and installed in accordance with County requirements. Owner, its successors and assigns, shall at its own cost, and at no cost to the County, assume all responsibility and liability for the installation, operation, maintenance, design, repair and replacement of the Private Facilities. Owner shall be liable to the County for all costs, fines, charges, fees, and expenses associated with, arising out of or related to any cleanup of effluent discharged from leaks or damaged Private Facilities and Owner shall be liable to the County for any and all reasonable repairs made by the County to the Private Facilities.

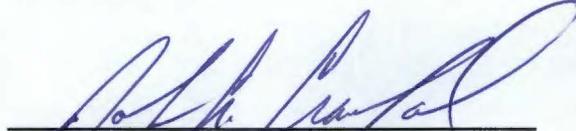
2. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto. Owner's obligations contained in this instrument may be assigned to and assumed by a homeowners association governing the Owner Parcel.

3. **CONSTRUCTION.** The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on the Owner is carried out.

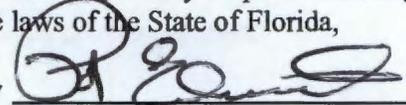
* * * *

IN WITNESS WHEREOF, the County and Owner have set their hands and seals the day and year first above written.

Witnesses:


Printed Name: John A. Crawford
Printed Name: _____

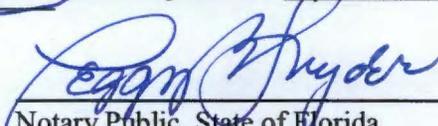
NASSAU COUNTY, FLORIDA, a political subdivision, a body corporate existing under the laws of the State of Florida,

By 
Chairman _____ of
Nassau County

By _____
_____ of Nassau
County

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me this 26th day of November, 2018 by John A. Crawford and Pat Edwards, _____, and _____, of Nassau County, Florida, a political subdivision, a body corporate existing under the laws of the State of Florida. They are each personally known to me or have produced N/A as identification.


Notary Public, State of Florida
Name: Peggy B. Snyder
My Commission Expires: 11-12-19
My Commission Number is: FF 935754


Witness
Printed Name: Michael Gardell

AMELIA BLUFF, LLC, a Florida limited liability company

By: 
William R. Howell, II, its Manager

Witness 
Printed Name: Brett Aropeck

STATE OF FLORIDA

COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 10 day of Sept, 2018, by William R. Howell II, as Manager of Amelia Bluff, LLC, a Florida limited liability company. He is personally known to me or has provided _____ as identification.



Joyce A. Middleton

Notary Public, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

EXHIBIT A
OWNER PARCEL

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OWNER PARCEL

LEGAL DESCRIPTION

AMELIA BLUFF

A PORTION OF CITRONA LOTS 17, 18, 19 AND GUM STREET, THE CITY OF FERNANDINA BEACH (FORMERLY NAMED FERNANDINA), NASSAU COUNTY, FLORIDA, AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY THE FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EAST LINE OF TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE NORTH 82°16'43" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 36.08 FEET TO INTERSECT THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT WETLAND LINE AS DELINEATED BY ENVIRONMENTALIST BRIAN L. SPAHR AND THE POINT OF BEGINNING; THENCE ALONG SAID WETLAND LINE THE FOLLOWING THIRTY-ONE (31) COURSES: (1) NORTH 27°59'12" WEST A DISTANCE OF 17.24 FEET; (2) NORTH 20°27'26" WEST A DISTANCE OF 24.81 FEET; (3) NORTH 45°57'20" WEST A DISTANCE OF 15.19 FEET; (4) NORTH 44°53'52" WEST A DISTANCE OF 28.16 FEET; (5) NORTH 23°01'54" WEST A DISTANCE OF 34.46 FEET; (6) NORTH 23°08'33" WEST A DISTANCE OF 29.42 FEET; (7) NORTH 29°02'32" WEST A DISTANCE OF 31.72 FEET; (8) NORTH 14°26'03" WEST A DISTANCE OF 56.32 FEET; (9) NORTH 62°19'29" WEST A DISTANCE OF 14.79 FEET; (10) NORTH 23°32'21" WEST A DISTANCE OF 36.64 FEET; (11) NORTH 08°03'30" WEST A DISTANCE OF 41.34 FEET; (12) NORTH 13°18'43" WEST A DISTANCE OF 67.78 FEET; (13) NORTH 07°23'24" WEST A DISTANCE OF 60.05 FEET; (14) NORTH 33°20'39" WEST A DISTANCE OF 41.08 FEET; (15) NORTH 36°44'18" WEST A DISTANCE OF 39.55 FEET; (16) NORTH 55°09'32" WEST A DISTANCE OF 35.28 FEET; (17) NORTH 32°00'36" WEST A DISTANCE OF 50.08 FEET; (18) NORTH 25°22'15" WEST A DISTANCE OF 45.56 FEET; (19) NORTH 49°10'18" WEST A DISTANCE OF 52.31 FEET; (20) NORTH 31°13'40" WEST A DISTANCE OF 51.55 FEET; (21) NORTH 44°39'30" WEST A DISTANCE OF 32.34 FEET; (22) NORTH 41°03'50" WEST A DISTANCE OF 57.18 FEET; (23) NORTH 62°21'11" WEST A DISTANCE OF 52.19 FEET (24) NORTH 49°54'25" WEST A DISTANCE OF 76.56 FEET; (25) NORTH 54°23'32" WEST A DISTANCE OF 102.89 FEET; (26) NORTH 38°20'27"

WEST A DISTANCE OF 39.63 FEET; (27) NORTH $43^{\circ}55'01''$ WEST A DISTANCE OF 42.49 FEET; (28) NORTH $38^{\circ}37'53''$ WEST A DISTANCE OF 40.36 FEET; (29) NORTH $34^{\circ}56'00''$ WEST A DISTANCE OF 43.86 FEET; (30) NORTH $70^{\circ}37'36''$ WEST A DISTANCE OF 40.23 FEET; (31) SOUTH $76^{\circ}43'41''$ WEST A DISTANCE OF 43.73 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF CITRONA AVENUE, A 60.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1,879.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF $10^{\circ}25'59''$, AN ARC DISTANCE OF 342.31 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH $01^{\circ}23'05''$ WEST A DISTANCE OF 341.84 FEET; THENCE SOUTH $03^{\circ}49'55''$ EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 203.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1,939.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF $10^{\circ}19'51''$, AN ARC DISTANCE OF 349.77 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH $01^{\circ}20'01''$ WEST A DISTANCE OF 349.30 FEET TO INTERSECT THE NORTHERLY RIGHT-OF-WAY LINE OF HICKORY STREET (A 60.00 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT OF FERNANDINA); THENCE SOUTH $82^{\circ}16'43''$ EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HICKORY STREET, A DISTANCE OF 763.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.29 ACRES, MORE OR LESS.