

Prepared by and return to:
Cassidy E. Bergstrom, Esq.
Gunster, Yoakley & Stewart, P.A.
1 Independent Drive, Suite 2300
Jacksonville, Florida 32202

AGREEMENT FOR DRAINAGE, REUSE, AND MAINTENANCE

THIS AGREEMENT ("Agreement") is made effective November 28, 2022 by and among **RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC**, a Delaware limited liability company ("Owner") and **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County").

RECITALS

A. Owner is the owner the land described on **Exhibit "A"** attached hereto (the "Pond Parcel"), which is adjacent to two County roads, Pages Dairy Road and Chester Road (collectively, the "Roads").

B. The County desires to construct an approximately 55,551 square feet (1.275 acre) drainage pond (the "Pond") and related stormwater piping, outfalls, and other appurtenant drainage infrastructure (the "Stormwater Improvements") on the Pond Parcel.

C. The stormwater and surface water from lands owned by Owner and the Roads will drain into and through the Stormwater Improvements and Pond located within the Pond Parcel.

D. The Pond Parcel is located in the East Nassau Stewardship District (the "District").

E. The parties wish to enter into this Agreement to establish certain easements and ownership and maintenance obligations with respect to the Pond Parcel.

NOW, THEREFORE and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The recitals above are true and correct and by this reference are incorporated as material part of this Agreement.

2. **Construction.** The County shall be responsible for construction, at its sole cost and expense, of the Pond and all Stormwater Improvements necessary to provide proper drainage for the Roads and Owner hereby grants to the County a non-exclusive temporary construction easement over, under, through and across the Pond Parcel for such purpose (the "Work"). The County is responsible for obtaining all permits and approvals necessary for such Work and shall conduct such Work in a good and workmanlike manner and in accordance with all applicable governmental laws, permits and regulations. Prior to conducting such Work, the County shall provide Owner with copies of all plans and specifications for the Work for Owner's prior approval,

which shall not be unreasonably withheld, conditioned or delayed.

Upon final completion of the Pond and the Stormwater Improvements, the County shall transfer the Stormwater Improvements to Owner by Bill of Sale; provided, however, the County shall continue to operate and maintain the Pond and the Stormwater Improvements until the Owner expands the Pond or conveys the Pond and Stormwater Improvements to the District.

It is acknowledged by the Parties that the Pond is sized to only provide sufficient drainage capacity for the Roads, but Owner reserves the right to drain the Pond Parcel and expand the Pond's drainage capacity so that adjacent lands owned by Owner and/or its successors and assigns can drain into the Pond. Prior to conducting any drainage of the Pond or expansion or improvement of the Pond, Owner shall coordinate with the County and ensure the proper provision of temporary drainage facilities for the Roads. Owner, in its sole and absolute discretion may convey the Pond Parcel, or any portion thereof, to the District for operation and maintenance.

3. **Easements.** Owner hereby grants to the County and its successors and assigns, for the benefit of the Roads, a perpetual non-exclusive easement over, upon, under, through, and across the Pond Parcel, the Pond, and any Stormwater Improvements located on and under the Pond Parcel for purposes of drainage of stormwater from the Roads into and through the Pond and any such Stormwater Improvements.

Owner hereby grants to the County and its successors and assigns a perpetual non-exclusive easement over, upon, under, through, and across the Pond Parcel, the Pond, and any Stormwater Improvements located on and under the Pond Parcel for purposes of operation, maintenance, and improvement of the Stormwater Improvements and for operation and maintenance of the Pond for so long as the County is responsible for maintenance of the Pond in accordance with Section 4 of this Agreement.

4. **Maintenance.** The County shall, at its sole cost and expense, operate and maintain all Stormwater Improvements installed by or on behalf of the County pursuant to Section 2 above in good order and repair in accordance with the applicable governmental permits, laws, rules and regulations. Until such time as the Pond is expanded or conveyed to the District, the County shall, at its sole cost and expense, operate and maintain the Pond in good order and repair in accordance with the applicable governmental permits, laws, rules and regulations.

If the Pond is expanded or conveyed to the District, the responsibility for operation and maintenance of the Pond shall transfer to Owner or the District, as appropriate, and the County shall no longer be responsible for operation and maintenance of the Pond. Thereafter, Owner or the District shall, at its sole cost and expense, operate and maintain the Pond in good order and repair in accordance with the applicable governmental permits, laws, rules and regulations.

After Owner or the District, as applicable, assumes the responsibility for operation and maintenance of the Pond, the County shall have the right to inspect the Pond upon reasonable notice and at reasonable times, provided that advance notice shall not be required in the event of an emergency involving the Pond. In the event of an emergency involving the Pond, the County, upon 8 hours' notice to Owner, shall have the right to enter the Pond Parcel and perform emergency

maintenance and repairs needed to restore the Pond to good order and repair in accordance with the applicable governmental permits, laws, rules and regulations. Either Owner or the District, whichever entity is responsible for Pond operations and maintenance, shall promptly reimburse the County for its reasonable, actual costs associated with the emergency maintenance and repairs within thirty days of receipt of an invoice therefor.

5. **Indemnification.** To the maximum extent allowed by law and without waiving its sovereign immunity, the County agrees to indemnify and hold Owner harmless from and against any and all damages, losses, or claims, including but not limited to, legal fees and expenses, to the extent that such damages, losses, or claims are caused by the negligent actions or omissions of the County or its agents, employees, or independent contractors on the Pond Parcel.

To the maximum extent allowed by law and without waiving its sovereign immunity (if applicable), Owner agrees to indemnify and hold the County harmless from and against any and all damages, losses, or claims, including but not limited to, legal fees and expenses, to the extent that such damages, losses, or claims are caused by the negligent actions or omissions of Owner or its agents, employees, or independent contractors on the Pond Parcel.

6. **Default.** A default by a party under this Agreement shall entitle the party benefited by the applicable covenant(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and specific performance.

7. **Notices.** All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. **If to the County:** 96135 Nassau Place, Suite 1
Yulee, Florida 32097
Attention: County Attorney
- B. **If to Owner:** 1 Rayonier Way
Wildlight, FL 32097
Attention: Wes Hinton

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties set forth herein.

8. **Third Parties.** This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended

or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

9. **Controlling Law.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

10. **Public Records.** The parties understand and agree that all documents of any kind provided to the County in connection with this Agreement are public records and are treated as such in accordance with Florida law.

11. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

12. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be appurtenant to and binding upon and run with title to the parcels of land described herein. It is expressly understood and agreed that all grants, obligations, benefits and burdens of the parties under this Agreement shall run with the title to the Pond Parcel and shall apply to, be binding upon, and inure to the benefit of all present and future owners of the Pond Parcel and to their successors and assigns and transferees of all or any portion of the Pond Parcel. The Owner of the Pond Parcel may assign its rights and obligations under this Agreement to any property owners association.

13. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, and that the respective parties have complied with all the requirements of law, and have full power and authority to comply with the terms and provisions of this Agreement.

14. **Amendments.** Amendments to the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the County and the then-owners of the Pond Parcel.

15. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

16. **No Merger.** The easements set forth in this Agreement shall not merge with fee title to any of the land subject hereto and shall remain separate estates.

17. **Use of Pond.** The County shall not be entitled to use the Pond for any purposes (including, without limitation, reuse or irrigation purposes) other than the drainage of stormwater and surface water from the Roads into the Pond pursuant to this Agreement. The County acknowledges that Owner is entitled to use the Pond for reuse and/or irrigation purposes, and that such use by Owner may cause the water level of the Pond to vary from time to time.

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IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written.

OWNER:

RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC, a Delaware limited liability company

Signed, sealed and delivered in the presence of:

Chrystal C. Dietz
(Print Name Chrystal C. Dietz)

Sarah Miles
(Print Name Sarah Miles)

By: [Signature]
Name: Wes Hinton
Title: Vice President



STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 24th day of October, 2022, by means of physical presence or online by Wes Hinton, as Vice President of **RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC**, a Delaware limited liability company, on behalf of the company.

[Signature]

(Print Name: Crystal L. Cook)

NOTARY PUBLIC

State of Florida at Large

Commission # HH 91615

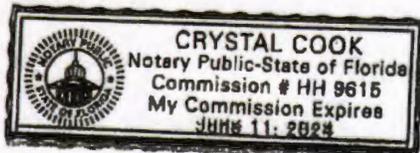
My Commission Expires:

Personally Known

or Produced I.D.

[check one of the above]

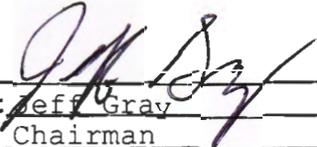
Type of Identification Produced



Signed, sealed, and delivered
in the presence of:

COUNTY:

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

By: 
Name: Jeff Gray
Title: Chairman

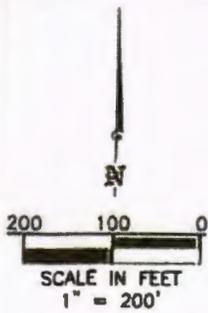
ATTEST as to Chair's Signature:


JOHN A. CRAWFORD
It's Ex-Officio Clerk

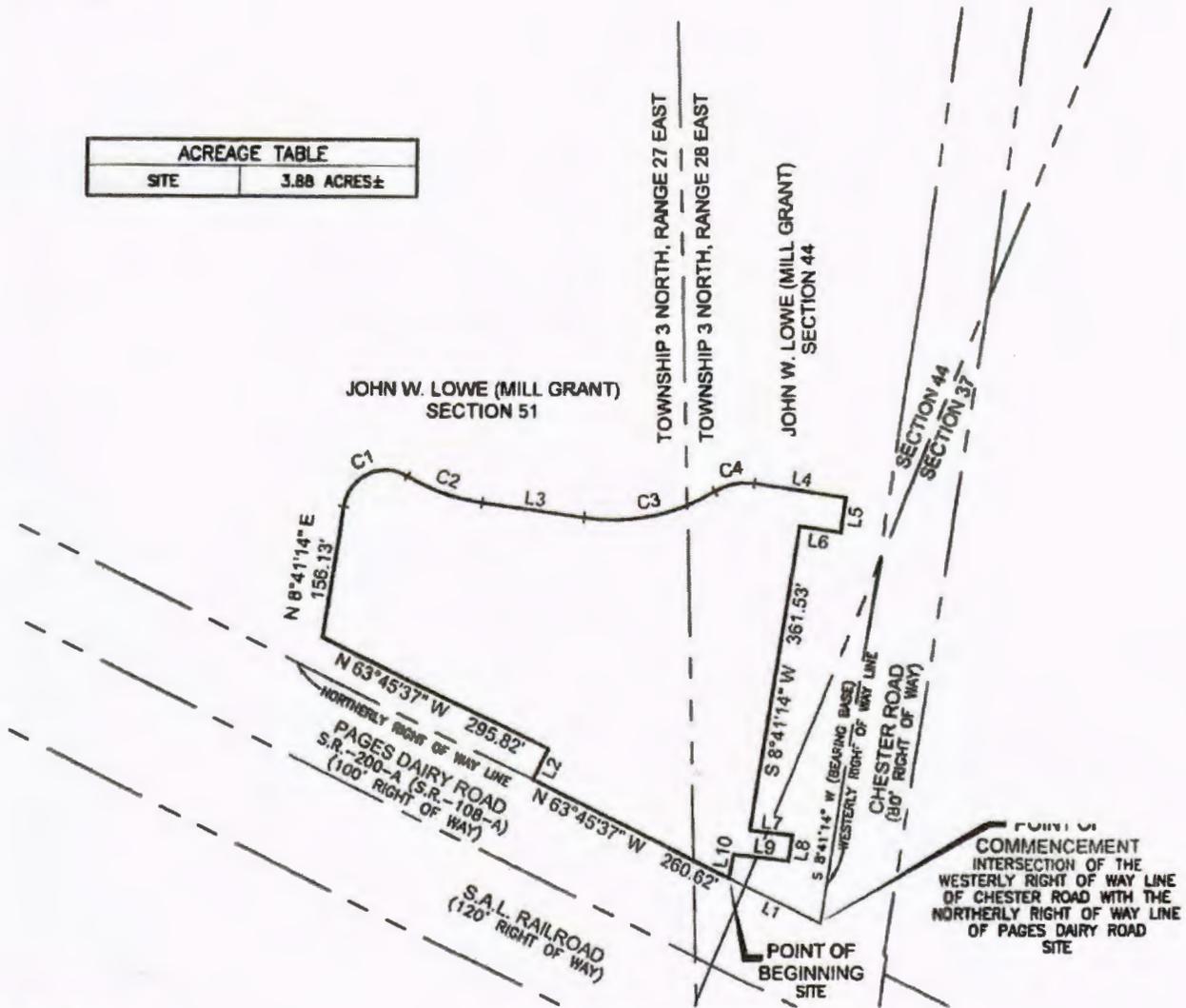
EXHIBIT "A"
POND PARCEL

MAP SHOWING SKETCH & DESCRIPTION

OF
BEING A PORTION OF
JOHN W. LOWE MILL GRANT, SECTION 61
TOWNSHIP 3 NORTH, RANGE 27 EAST
AND A PORTION
OF SECTION 37
JOHN W. LOWE MILL GRANT, SECTION 44
TOWNSHIP 3 NORTH, RANGE 28 EAST
ALL IN NASSAU COUNTY, FLORIDA



ACREAGE TABLE	
SITE	3.88 ACRES±



CERTIFIED TO:

RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC

Richard J. Jenkins
RICHARD J. JENKINS, DATED: 10/11/2022

FLORIDA REGISTERED LAND SURVEYOR NO. 4421
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SEE SHEET 2 FOR GENERAL NOTES AND DESCRIPTION
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 AND 2

SHEET 1 OF 2

L. D. BRADLEY LAND SURVEYORS

BRADLEY

510 SOUTH 5TH STREET
MACCLENNY, FLORIDA 32063
PHONE (904) 786-6400 FAX (904) 786-1479
LICENSED BUSINESS No. 6888

Old World Knowledge... New Age Technology

W.O. NO.: 21-198-A	DATE: 10/11/2022	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 21198 REVISED.DWG	FB N/A PG

MAP SHOWING SKETCH & DESCRIPTION

OF
BEING A PORTION OF
JOHN W. LOWE MILL GRANT, SECTION 51
TOWNSHIP 3 NORTH, RANGE 27 EAST
AND A PORTION
OF SECTION 37
JOHN W. LOWE MILL GRANT, SECTION 44
TOWNSHIP 3 NORTH, RANGE 28 EAST
ALL IN NASSAU COUNTY, FLORIDA

ACREAGE TABLE	
SITE	3.88 ACRES±

DESCRIPTION:

A parcel of land, being a portion of the John W. Lowe Mill Grant, Section 51, Township 3 North, Range 27 East and being a portion of Section 37 and being a portion of the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, all being in Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Westerly Right of Way line of Chester Road (80 foot Right of Way) with the Northerly Right of Way of Pages Dairy Road / S.R. 200A (100 foot Right of Way); thence on said Northerly Right of Way line of Pages Dairy, N 83°45'37" W, a distance of 121.32 feet to the Point of Beginning; thence N 63°45'37" W, 280.82 feet; thence departing said Northerly Right of Way line, N 26°14'23" E, 40.00 feet; thence N 63°45'37" W, 295.82 feet; thence N 08°41'14" E, 156.13 feet to the beginning of a curve, concave Southeast, having a radius of 50.00 feet and a central angle of 112°15'54"; thence on the arc of said curve, a distance of 87.97 feet said arc being subtended by a chord which bears N 64°49'11" E, a distance of 83.03 feet to a point of reverse curvature of a curve having a radius of 235.01 feet and a central angle of 22°28'30"; thence on the arc of said curve, a distance of 92.19 feet said arc being subtended by a chord which bears S 70°17'09" E, a distance of 91.60 feet to the curves end; thence S 81°31'26" E, 121.14 feet to the beginning of a curve, concave Northwest, having a radius of 235.00 feet and a central angle of 39°32'15"; thence on the arc of said curve, a distance of 162.16 feet said arc being subtended by a chord which bears N 78°42'27" E, a distance of 158.97 feet to a point of reverse curvature of a curve having a radius of 70.00 feet and a central angle of 39°44'54"; thence on the arc of said curve, a distance of 48.56 feet said arc being subtended by a chord which bears N 78°48'46" E, a distance of 47.59 feet to the curves end; thence S 81°18'46" E, 110.00 feet; thence S 08°41'14" W, 41.82 feet; thence N 81°18'46" W, 50.00 feet; thence S 08°41'14" W, 361.53 feet; thence S 83°16'23" E, 50.03 feet; thence S 08°41'14" W, 30.02 feet; thence N 83°16'23" W, 64.59 feet; thence S 10°59'01" W, 27.93 feet to the Point of Beginning.

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	112°15'54"	50.00'	87.97'	74.50'	N 64°49'11" E	83.03'
C2	22°28'30"	235.01'	92.19'	46.69'	S 70°17'09" E	91.60'
C3	39°32'15"	235.00'	162.16'	84.46'	N 78°42'27" E	158.97'
C4	39°44'54"	70.00'	48.56'	25.30'	N 78°48'46" E	47.59'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 63°45'37" W	121.32'
L2	N 26°14'23" E	40.00'
L3	S 81°31'26" E	121.14'
L4	S 81°18'46" E	110.00'
L5	S 8°41'14" W	41.82'
L6	N 81°18'46" W	50.00'
L7	S 83°16'23" E	50.03'
L8	S 8°41'14" W	30.02'
L9	N 83°16'23" W	64.59'
L10	S 10°59'01" W	27.93'

CERTIFIED TO:

RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC

SURVEYORS NOTES:

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) DISTANCES AND COMPUTED ACREAGE REFER TO GROUND UNITS AND ARE MEASURED IN FEET.
- 3.) BEARINGS REFER TO FLORIDA STATE PLANE, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION, FINANCIAL PROJECT NO. 426031-2-22-01, STATE ROAD 200A/CHESTER ROAD, DATABASE NO. 7460001, DATED: 10/09/14, THE BEARING BASE BEING THE WESTERLY RIGHT OF WAY LINE OF CHESTER ROAD, SAID LINE HAVING A GRID BEARING OF S 08°41'14" W.
- 4.) SOURCES OF INFORMATION:
* BOUNDARY SURVEY BY THIS FIRM, W.O. NO.: 16-140, DATED 08/11/2016

SEE SHEET 2 FOR GENERAL NOTES AND DESCRIPTION
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 AND 2

SHEET 2 OF 2

L. D. BRADLEY LAND SURVEYORS

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