

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Emily G. Pierce, Esq.
Rogers Towers, P.A.
1301 Riverplace Blvd, Suite 1500
Jacksonville, Florida 32207

DEVELOPMENT AGREEMENT COMMUNITY PARK

THIS DEVELOPMENT AGREEMENT (“Agreement”), made this _____ day of _____, 2019, by and between **THREE RIVERS TIMBER, LLC**, a Delaware limited liability company, its successors or assigns, (**“Developer”**) and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the **“County”**).

WHEREAS, Developer owns approximately 1,546 acres which are described in **Exhibit “A”** attached hereto (the **“Property”**); and

WHEREAS, the Property is a Development of Regional Impact pursuant to Resolution 2006-126, as amended (the **“Three Rivers DRI”**), and

WHEREAS, Special Condition 28(a) of the Three Rivers DRI, as amended by Resolution 2008-77, requires that development of the Property include “[o]ne (1) community park, containing a minimum of forty (40) acres, with active recreation facilities, and containing a minimum of twenty-seven (27) acres of usable uplands” which may be conveyed to the County (the **“Community Park”**); and

WHEREAS, the Community Park will be located as shown on Map H of the Three Rivers DRI; and

WHEREAS, the Property is zoned as a Planned Unit Development (**“PUD”**) pursuant to Ordinance 2006-68; and

WHEREAS, Section 5.3.8 of the PUD also references the Community Park; and

WHEREAS, the Three Rivers DRI and PUD are silent as to the timing of the donation/dedication, design and construction of the Community Park; and

WHEREAS, the County seeks certain assurances from Developer and Developer desires to provide certain assurances to the County as to the timing of the donation/dedication, design and construction of the improvements for the Community Park; and

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes (the “**Act**”), authorizes a local government to enter into a development agreement with a developer to provide assurances to a developer that upon receipt of a development permit a developer may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, in order to strengthen the public planning process, to encourage sound capital improvement planning and financing, to assist in assuring there are adequate capital facilities for a development, to encourage the private participation in comprehensive planning, and to reduce the economic costs of development; and

WHEREAS, the Act authorizes agreements for up to thirty (30) years, which can be extended by mutual consent of the parties, subject to the public hearing requirements in accordance with Section 163.3225, Florida Statutes; and

WHEREAS, a development agreement adopted pursuant to the Act encourages a stronger commitment to comprehensive and capital facilities planning, ensures the provision of adequate public facilities for development, encourages the efficient use of resources and reduces the economic costs of development; and

WHEREAS, the County finds that the Three Rivers DRI is consistent with the County’s Land Development Regulations and 2030 Comprehensive Plan; and

WHEREAS, the County finds that it is in the best interest of the public to enter into this Agreement with Developer to establish specific time periods in which the Community Park will be donated/dedicated to the County and in which various improvements will be constructed within the Community Park.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by reference.

2. **Term.** The term of this Agreement shall commence on the date of the execution of this Agreement and, unless terminated by Developer or the County as hereinafter provided or renewed by the parties, shall expire and terminate on the twentieth (20th) anniversary of the date of the execution of this Agreement or upon the expiration or termination of the Three Rivers DRI, whichever occurs first.

3. **Master Plan for Community Park.** Developer, in collaboration with the County, has completed a master plan for the Community Park at Three Rivers (hereinafter referred to as the “**Master Plan**”), attached hereto as **Exhibit “B.”** The Master Plan includes those certain facilities, amenities and improvements that the parties mutually anticipate will be constructed within the Community Park and the general location thereof. The Master Plan will be approved by the County as a part of the Final Development Plan (“**FDP**”) approval for the Three Rivers DRI/PUD. The Master Plan can be modified by agreement of both parties as the project proceeds.

4. **Community Park Improvements.**

a. **Developer Improvements.** Subject to Paragraph 5 below, Developer and the County have agreed to those certain facilities, amenities and improvements which will be constructed within each phase of the Community Park by Developer, at Developer's cost, as shown on the Master Plan. The specific improvements to be constructed by Developer are more particularly described in **Exhibit "D"** entitled **"Design and Construction Responsibility Matrix."** Additionally, a description of design specifications for each of the improvements is attached hereto as **Exhibit "C"** and is entitled **"Specifications for Community Park at Three Rivers."** The improvements will be constructed and installed as depicted on the Master Plan and in compliance with the guidelines set forth in the Specifications for Community Park at Three Rivers.

b. **Limitation on Developer Improvements.** The County acknowledges that Developer will incur substantial cost to donate/dedicate the land for the Community Park and to construct the requisite park improvements. Developer is under no obligation to construct park improvements other than those identified as Developer's responsibility on Exhibit "D." The County acknowledges and agrees that Developer is under no obligation to construct all of the improvements depicted on the Master Plan. The boardwalk and dock depicted on the Master Plan and such amenities as ball field lighting are examples of optional improvements that neither Developer nor the County are obligated to construct but which the County may elect to construct at its sole discretion and cost. In the event that the County does elect to construct any of these optional features, Developer and the County agree to coordinate the construction of such features to promote time and cost efficiencies for both parties.

c. **Additional Improvements.** Subject to review and approval of the County, the County and Developer reserve the right to provide for additional improvements within the Community Park above and beyond those shown on Exhibit "B" and described in Exhibit "D." Any such additional improvements will be designed and constructed at the sole cost and expense of the party requesting such improvement(s).

5. **Developer's Obligations.**

a. **Donation/Dedication of Community Park Land.** Developer hereby agrees to donate/dedicate the land for the Community Park to the County immediately following County approval of the first FDP for the Three Rivers DRI/PUD. Developer shall donate/dedicate the land for the Community Park, and the County shall accept same, subject to the conditions and terms set forth in Paragraph 9 below.

b. **Phasing of Community Park Improvements.**

i. **Phase 1.**

(1) **Construction.** At any time following County approval of the first FDP, the County may formally declare there is a need for a Community Park and may issue notice to Developer consistent with the notice provisions set forth herein declaring same. At that time, Developer, at its own expense, hereby agrees to obtain all necessary permits pertaining to the clearing and grading of the Community Park (the "**Permits**"). Developer shall use due diligence in applying for and obtaining the Permits. Developer further agrees that upon the start of any horizontal construction for

any phase or sub-phase of construction of the DRI/PUD, Developer will clear and grade the Community Park, will construct the required stormwater retention facilities and will seed the uplands in the Community Park. Developer, at its own expense, further agrees to construct those Phase 1 improvements identified as Developer's responsibility on Exhibit "D" as shown on the FDP. Developer will complete construction within twenty-two (22) months of the start of construction.

- (2) **Engineering.** In conjunction with submittal of the first site engineering plan ("SEP") for the Three Rivers DRI/PUD, Developer shall, simultaneously submit engineering plans to the County for those specific Community Park improvements to be constructed during Phase 1 of the Community Park consistent with Exhibit "D" and the FDP.

ii. **Phase 2.**

- (1) **Construction.** On or before the issuance of a certificate of occupancy for the 432nd single family residential unit, Developer, at its own expense, further agrees to construct those Phase 2 improvements identified as Developer's responsibility on Exhibit "D" as shown on the FDP. Developer will complete construction within twenty-two (22) months of the start of construction.

- (2) **Engineering.** On or before the submittal of an SEP for Phase 1B of the Three Rivers DRI/PUD, Developer shall simultaneously submit engineering plans to the County for those specific Community Park improvements to be constructed during Phase 2 of the Community Park consistent with the FDP.

iii. **Phase 3.**

- (1) **Construction.** On or before the issuance of a certificate of occupancy for the 863rd single family residential unit, Developer, at its own expense, further agrees to construct those Phase 3 improvements identified as Developer's responsibility on Exhibit "D" as shown on the FDP. Developer will complete construction within twenty-two (22) months of the start of construction.
- (2) **Engineering.** On or before the submittal of an SEP for Phase 1C of the Three Rivers DRI/PUD, Developer shall simultaneously submit engineering plans to the County for those specific Community Park improvements to be constructed during Phase 3 of the Community Park.

c. **Acceleration of Improvements.** Developer may accelerate the timing of any or all of the above improvements at its sole discretion.

d. **Optional County Contribution.** At the County's option, the County may elect, at any time, to construct, at its sole cost and expense, any or all of the Community Park

improvements identified as the County's responsibility on Exhibit "D" as shown on the FDP. Additionally, at the County's option, the County may elect, at any time, to contribute funds towards the construction of any of the Community Park improvements. In either case, Developer agrees to cooperate with the County with regard to the timing and construction of any Community Park improvements.

6. **County's Obligations.**

a. **Permitting & Authorizations.** As long as Developer is in compliance with the requirements set forth in Paragraph 5 above, the County agrees to timely process all applications, permits, and authorizations submitted by or on behalf of Developer in a reasonable manner, consistent with the Three Rivers DRI, the PUD and all applicable federal, state and local laws.

b. **Permitting Fees for Community Park.** The County agrees to waive all Nassau County permitting and review fees related to the design, engineering and construction of any horizontal and vertical improvements associated with the Community Park, whether designed and constructed by the County, Developer or a third party.

c. **License, Easement or Approval for Construction of Community Park.** Following the donation/dedication of the Community Park land to the County, the County hereby agrees to grant Developer any and all such licenses, easements or similar documents needed in order to allow Developer to construct the Community Park improvements on the County's property.

d. **Maintenance of the Community Park.** The County agrees to maintain and operate the Community Park in accordance with the County's Ordinance Code, as such may be amended from time to time, and to maintain all improvements and facilities located within the

Community Park property in good and working order and in the manner in which all other County parks are maintained. Additionally, the County agrees to procure and maintain commercial general liability insurance coverage, naming Developer as an additional insured, in the amount customarily maintained by the County for other County parks similar in size and with similar improvements. The foregoing provision shall not be deemed to waive any provisions of Section 768.28, Florida Statutes, as applied to the County. Developer and County may jointly agree that, Developer, a Community Development District, or a Homeowners' Association and the County may enter into an Operation and Maintenance Agreement whereby Developer/the CDD/the HOA agrees to provide enhanced operations, enhanced maintenance, or both, for a portion of, or all of, the Community Park, at Developer's, CDD's or HOA's sole cost.

e. **Assurances to Developer.** Except as provided herein, as required by the Three Rivers DRI and PUD, and as required by federal, state and local laws, the County shall not impose any further conditions with regard to the Community Park. Additionally, the County shall not require Developer to design, engineer or construct any additional improvements to the Community Park not identified as Developer's responsibility in Exhibit "D."

7. **Right of Reverter.** Following compliance with the notice, opportunity to cure and remedy provisions of Paragraph 14 of this Agreement without resolution, Developer may elect to terminate all of the County's rights, title and interest in the Community Park, including, but not limited to the right to own, occupy or use the Community Park in the event the Community Park ceases to be operated and maintained as set forth in Paragraph 6(d) above, or utilized by the County as a Community Park.

Should Developer elect to terminate the County's rights, title and interest pursuant to the terms of this Paragraph, title shall automatically revert to Developer or its successors or

assigns. At such time, Developer shall be deemed to have fully complied with Special Condition 28(a) of the Three Rivers DRI and will be relieved of any further obligations to provide a Community Park, park property or park improvements to the County and shall be entitled to utilize the park property in any manner authorized by law. Upon such automatic reversion of title, Developer may record in the real estate records of Nassau County, Florida an affidavit of its authorized representative evidencing such reversion, whereupon record title to the Property shall vest in Developer.

The terms of this Paragraph shall survive the closing and transfer of title of the Community Park to the County.

8. **Construction Process.**

a. **Construction.** Developer and the County agree that all Community Park improvements will be constructed in a good and workmanlike manner in accordance with the FDP. In addition to its normal construction inspection procedures, upon reasonable notice to Developer, the County may inspect the construction of the improvements.

b. **State and Federal Permits and Decisions.**

i. Developer will assist and cooperate with the County should the County seek approval for any specific-use permits such as docks or boardwalks within the Community Park.

ii. The County and Developer are each responsible for complying with all applicable federal, state and local permits and regulations with regard to any work done within the Community Park by said party or its employees, contractors or subcontractors.

iii. The County acknowledges and agrees that in connection with the permitting and construction of the Three Rivers DRI/PUD, Developer may be required to grant conservation easements over the approximately 13 acres of wetlands within the Community Park, as shown on the Master Plan. Additionally, Developer acknowledges and agrees that the County will likely seek to permit a boardwalk and dock as shown on the Master Plan. Developer and County agree to cooperate in all reasonable respects to insure the granting of any required conservation easements and agree to execute such additional documents and instruments as may be reasonably required to carry out such grants after conveyance of the Community Park to the County, subject to any boardwalk and dock permit obtained by the County or permit application submitted by the County to the appropriate regulatory agency(ies).

9. **Conveyance of the Community Park Land to the County.** Pursuant to this Agreement and the terms set forth in Paragraph 5.a. above, the following provisions shall apply to Developer's donation/dedication of the land for the Community Park to the County:

a. **Appraisal.** Within sixty (60) days after approval of the first FDP, Developer, at its own expense, shall deliver to the County an appraisal of the value of the acreage of the Community Park land which appraisal shall be done by an MAI appraiser mutually agreed upon by Developer and the County (the "**Appraisal**"). The Appraisal shall include the entire Community Park property (the total of a minimum of 40 acres with a minimum of 27 acres of usable uplands). The Appraisal shall consider the acreage as a part of the overall Three Rivers DRI, based on its highest and best use and not as a freestanding park.

b. **Survey.** Developer has delivered to the County an accurate boundary survey of the Community Park property prepared by a Florida registered land surveyor (the “**Survey**”). The Survey has been certified to the County and Developer.

c. **Evidence of Title.** Within sixty (60) days after approval of the first FDP, Developer shall, at its own expense, deliver to the County a title insurance commitment wherein the issuing title company agrees to issue to the County, following closing, a standard ALTA Owner’s Policy of Title Insurance in the amount of the value of the Community Park as determined by the Appraisal.

d. **Closing Date & Location.** The closing on the land for the Community Park shall take place at a location and date that is mutually convenient for both parties; provided, however, that the closing shall occur no later than ninety (90) days after the date the acceptance of the donation/dedication of the Community Park by the County, acceptance of the appraisal, acceptance of the survey and acceptance of the ALTA Owner’s Policy of Title Insurance, whichever event shall occur last, unless otherwise mutually agreed to by Developer and the County.

e. **Closing Expenses.** The cost of the Appraisal, the Survey, the recordation of the deed and the owner’s title insurance policy shall be paid by Developer. The documentary stamps on the deed, if any, shall be paid for by the County.

f. **Prorations.** Real property taxes and all assessments upon the Community Park for the year of closing shall be prorated as of the closing date on the basis of maximum discounts allowed by taxing authorities, if any. If the amount of taxes or assessments for the current year cannot be ascertained as of the closing, the rates, millages and assessed valuations for the preceding calendar year (with known changes) shall be used for purposes of making a

proration at closing, and no further prorations shall be conducted between Developer and the County. If the Community Park is not yet a separate tax parcel and is included in other property of Developer, Developer shall receive the County's credit at closing and Developer shall be responsible for paying the taxes and assessments for the year in which the closing occurs.

g. **Developer's Obligations at Closing.** At the closing Developer shall provide the following:

i. An executed special warranty deed for the Community Park property; and

ii. The owner's title commitment with the owner's policy to be provided after the recording of the special warranty deed.

h. **Documents to be Signed.** At the closing Developer and the County shall execute the following documents:

i. Closing statement and other appropriate closing documents as reasonably requested by Developer, the County or the title company.

i. **Post-Closing Obligations.** The terms of this Agreement and of the documents to be signed at closing shall survive the closing and transfer of title of the Community Park to the County, which terms include but are not limited to: (a) the agreements and obligations memorialized in Paragraphs 5, 6, 7 and 8 of this Agreement; (b) the releases, indemnifications, and remedies provided in this Agreement and the documents to be signed at closing; and (c) any and all such agreements between the parties as may reasonably be construed to survive the closing and transfer of title. The parties shall have the continuing obligation after closing to perform each and every act required by these post-closing obligations.

j. **Indemnification.** Following the transfer of title and ownership of the Community Park to the County and subject to the limitations and provisions of Section 768.28, Florida Statutes, which limitations are not expanded, altered, or waived herein, the County hereby agrees to indemnify, defend and hold harmless Developer, its affiliated or related companies and its directors, officers, shareholders, employees, affiliates, assigns and successors (collectively the “**Indemnified Party**”), from any losses, claims, liabilities, demands, damages, expenses or causes of action (including reasonable costs of investigation and attorneys’ fees) incurred or sustained or claimed to have been incurred or sustained, by any person or persons arising out of or in connection with: (i) any breach of any representation or warranty of the County contained or provided in connection with this Agreement; (ii) any breach or violation of any covenant or other obligation or duty of the County under this Agreement or under applicable law; (iii) any act, error or omission that results in a claim or enforcement action by any federal or state permitting agency; or (iv) any act, error or omission, or recklessness on the part of the County or those under its control that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the County’s performance under this Agreement or relating to the Community Park, except to the extent caused by the gross negligence or intentionally wrongful actions of Developer. The provisions set forth in this Paragraph shall survive the termination of this Agreement.

10. **Developer Credits: the Three Rivers DRI, the Nassau County 2030 Comprehensive Plan Recreation and Open Space Element, the 2030 Recreation Master Plan & Nassau County Impact Fee Ordinance Obligations.**

Special Condition 28 of the Three Rivers DRI states that the Board of County Commissioners shall adopt an impact fee agreement whereby Developer shall be entitled to credits against both regional and community park impact fees for the dedication of the

Community Park and the construction of the improvements. This Agreement, and the acknowledgements contained in this paragraph, shall be deemed to satisfy Special Condition 28 of the Three Rivers DRI.

The parties agree, and the County hereby acknowledges, that the value of the donated/dedicated property and the Community Park improvements as set forth on Exhibit “D” will exceed the County’s Parks and Recreational Facilities Impact Fee requirements and, therefore, no parks and recreational facilities impact fees will be due to the County for residential construction within the Three Rivers DRI/PUD.

The parties further agree, and the County hereby acknowledges, that satisfaction of the obligations set forth in this Agreement by Developer represents complete compliance with, satisfaction of, and fulfillment of any and all obligations under the following regulations, rules and requirements:

- The Three Rivers DRI;
- The Three Rivers PUD;
- The Nassau County 2030 Comprehensive Plan Recreation and Open Space Element (the “**ROS**”);
- The 2030 Recreation Master Plan; and,
- The Nassau County Impact Fee Ordinance (collectively the “**Park Requirements**”).

Finally, the parties agree, and the County hereby acknowledges, that because Developer has fully satisfied the Park Requirements, Developer and its successors are not required to: (1) donate any additional land for a Local, Community or Regional Park, as those terms are defined by the ROS; (2) develop or construct any additional Local, Community or Regional Park(s) or incur any additional costs for park improvements, except as otherwise set forth in this Agreement; (3) pay any park/recreation impact fees; (4) pay any “payment-in-lieu of the

donation of land” fees, as that concept is contemplated in the ROS; or, (5) pay any similar type of park related fee which would otherwise be due pursuant to the Park Requirements.

11. **Binding Effect.** This Agreement shall run with the Community Park and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors in interest, heirs and assigns of all parties to this Agreement.

12. **Governing Law.** This Agreement, and the rights and obligations of the County and Developer hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Exclusive venue to construe or enforce this Agreement shall be in the circuit court of and for Nassau County, Florida.

13. **Severability.** If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end, this Agreement shall continue to be enforced to the greatest extent possible consistent with the law and the public interest.

14. **Default and Remedies.**

a. **Event of Default.** It shall be an event of default hereunder if either party fails to perform its obligations hereunder or fails to abide by any of its promises and covenants hereunder.

b. **Notice, Cure.** No event of default as to any provision of this Agreement shall be claimed or charged by either party against the other until notice thereof has been given

to the defaulting party in writing, and such default remains uncured for a period of sixty (60) days after such notice as determined by the non-defaulting party.

c. **Development Permits.** If Developer fails to timely cure an event of default as set forth in Paragraph 14.b above, the County shall be entitled to immediately cease issuance of building and development permits for any development within the Three Rivers DRI/PUD until such time as the event of default is determined to be cured by the County or the default has otherwise been addressed pursuant to the remedies paragraph set forth below. However, this paragraph does not entitle the County to revoke, nor will the County revoke, any validly issued building or development permit held by Developer at the time of default.

d. **Remedies.**

i. **Mediation.** Should either party assert an event of default which remains uncured for more than sixty (60) days, the parties will attempt in good faith to resolve by mediation any controversy or claim arising out of or relating to such event of default prior to commencement of any litigation. If the parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the Fourth Judicial Circuit of the State of Florida upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within thirty (30) days after the mediator is selected, unless the parties both agree to an extended mediation time period.

ii. **Litigation.** If the parties are unable to resolve the controversy or claim through mediation, each party shall have the right to pursue all available

remedies at law or in equity, including, but not limited to the right to seek specific performance as to any provision of this Agreement.

15. **Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intentions to cooperate with each other in effecting the terms of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.

16. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) hand delivered, or (b) delivered via Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) transmitted via email or facsimile, provided a copy is sent the next business day by method (a) or (b). Notices shall be deemed delivered on the date hand delivered or on the date shown on the receipt. All notices shall be addressed as follows:

County: County Manager
Nassau County, Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097

With a copy to: Office of Management & Budget Director
Nassau County, Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097

And: Taco Pope
Planning & Economic Opportunity Director
Nassau County, Florida
96161 Nassau Place
Yulee, Florida 32097
tpope@nassaucountyfl.com

And: Michael Mullin
County Attorney
Nassau County, Florida
96135 Nassau Place, Suite 6
Yulee, Florida 32097
mmullin@nassaucountyfl.com

Developer: Douglas Maier
Three Rivers Timber, LLC
4200 Marsh Landing Blvd., Suite 100
Jacksonville Beach, FL 32250
dmaier@arendale.com

With a copy to: Emily G. Pierce, Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207
epierce@rtlaw.com

17. **Covenants Running with the Land and Successors and Assigns.** The obligations and entitlements created pursuant to this Agreement shall run with and bind the Property as covenants running with the land and this Agreement shall be binding upon and enforceable by and against the parties hereto, their successors, grantees and assigns. The obligations and entitlements of Developer may be assigned to one or more parties, including but not limited to, developers, builders, property owners associations or to one or more community development districts, upon written notice to the County. The obligations and entitlements of the County may be assigned to another governmental entity upon written notice to Developer.

18. **Authority.** Each party represents and warrants to the other party that it has all necessary power and authority to enter into and consummate the terms and conditions of this Agreement, and that all acts, approvals, procedures, and similar matters required in order to authorize this Agreement have been taken, obtained, or followed, as the case may be.

19. **Effective Date.** This Agreement shall become effective upon execution by all parties.

20. **Joint Preparation and Interpretation.** Preparation of this Agreement has been a joint effort of the parties, with the benefit of counsel. None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting it; nor shall the Agreement be construed more severely against one of the parties than the other.

21. **Entire Agreement.** This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties have been induced by no representations, statements, warranties or agreements that are not expressed herein.

22. **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

23. **Amendment.** This Agreement may be amended by mutual consent of the parties so long as the amendment is in writing, signed by all parties and it meets the requirements of the Act.

24. **Captions.** The captions or paragraph headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, extend, limit or aid in the interpretation or meaning of this Agreement.

25. **Advertising and Recording.** Developer will pay all costs related to providing notice and advertising this Agreement under Section 163.3225, Florida Statutes. Within fourteen (14) days after the execution of this Agreement by the parties, Developer and the County shall

record a Memorandum of Agreement in the Public Records of Nassau County, Florida memorializing certain terms hereof, the cost of which recording shall be Developer's responsibility.

26. **Benefits to County.** The County hereby acknowledges and agrees that this Agreement substantially benefits the County in carrying out its Comprehensive Plan objectives and its Capital Improvements Program to provide certainty in planning and scheduling public park, recreation facilities and open space improvements to meet the recreational needs of the County residents and visitors.

Passed and Duly adopted by the Board of County Commissioners of Nassau County, Florida this ____ day of _____, 2019.

**ATTEST AS TO CHAIRMAN'S
SIGNATURE:**

By: _____
JOHN A. CRAWFORD
Its: Ex-Officio Clerk

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: _____
JUSTIN M. TAYLOR
Its: Chairman

Approved as to form:

By: _____
MICHAEL S. MULLIN
Its: County Attorney

THREE RIVERS TIMBER, LLC, a Delaware
limited liability company

By: _____
Name: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
2019 by _____, as _____ of Three Rivers Timber, LLC, a
Delaware limited liability company, on behalf of the company. S/he is personally known to me
or has provided me with *(insert type of identification)*
_____ as satisfactory identification.

Notary Public, State of Florida
Name: _____

My Commission Expires _____
My Commission Number is: _____

Exhibit A
Legal Description

PARCEL A

A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 88°33'22" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 974.33 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A) (A VARIABLE WIDTH RIGHT-OF-WAY AS CURRENTLY ESTABLISHED) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°33'22" WEST, ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1549.02 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1050, PAGE 800 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 06°04'20" EAST, ALONG SAID EASTERLY LINE, 296.32 FEET TO THE SOUTHERLY LINE OF SAID LANDS; THENCE SOUTH 88°33'22" WEST, ALONG SAID SOUTHERLY LINE, 299.55 FEET TO THE WESTERLY LINE OF SAID LANDS; THENCE NORTH 06°04'20" WEST, ALONG SAID WESTERLY LINE, 296.32 FEET TO THE AFORESAID NORTH LINE OF SECTION 9; THENCE SOUTH 88°33'22" WEST, ALONG SAID NORTH LINE, 410.50 FEET; THENCE SOUTH 26°32'28" WEST, 110.54 FEET; THENCE SOUTH 27°17'20" EAST, 112.08 FEET; THENCE SOUTH 83°09'20" EAST, 171.14 FEET; THENCE SOUTH 26°57'15" EAST, 189.89 FEET; THENCE SOUTH 13°47'00" EAST, 305.12 FEET; THENCE SOUTH 83°54'46" EAST, 174.52 FEET; THENCE SOUTH 05°49'27" EAST, 199.02 FEET; THENCE SOUTH 81°13'39" EAST, 144.06 FEET; THENCE SOUTH 49°49'29" EAST, 126.55 FEET; THENCE SOUTH 21°07'20" EAST, 130.97 FEET; THENCE SOUTH 38°10'00" EAST, 189.46 FEET; THENCE SOUTH 77°24'55" EAST, 130.05 FEET; THENCE SOUTH 36°38'15" EAST, 95.96 FEET; THENCE SOUTH 23°18'40" EAST, 79.92 FEET; THENCE SOUTH 20°27'40" WEST, 101.47 FEET; THENCE SOUTH 42°31'10" WEST, 208.76 FEET; THENCE SOUTH 31°39'09" EAST, 780 FEET MORE OR LESS, TO THE MEAN HIGH WATER LINE OF TOM MANN CREEK; THENCE SOUTHEASTERLY ALONG SAID MEAN HIGH WATER LINE AND THE MEANDERINGS THEREOF, AND ALONG THE MEAN HIGH WATER LINE OF BOGGY CREEK AND THE MEANDERINGS THEREOF, 3780 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 716, PAGE 1633, SAID PUBLIC RECORDS; THENCE SOUTH 57°36'07" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 397.69 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 58°10'17" EAST, CONTINUING ALONG SAID NORTHEASTERLY LINE, 72.47 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 60 FOOT RIGHT-OF-WAY AS ESTABLISHED); THENCE NORTH 51°19'32" EAST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 433.20 FEET TO AN ANGLE POINT; THENCE NORTH 51°03'16" EAST, CONTINUING ALONG SAID NORTHWESTERLY LINE, 595.67 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF POLICE LODGE ROAD (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 711, PAGE 1706, SAID PUBLIC RECORDS); THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES AND DISTANCES: COURSE NO. 1: NORTH 20°29'45" WEST, 3252.42 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 2: NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 996.86 FEET, AN ARC DISTANCE OF 343.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°38'19" WEST, 341.31 FEET TO THE POINT OF TANGENCY; COURSE NO. 3: NORTH 00°46'53" WEST, 723.06 FEET TO THE AFORESAID SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A); THENCE NORTH 82°46'55" WEST, ALONG LAST SAID LINE, 275.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 200 ACRES, MORE OR LESS

PARCEL B

A PORTION OF SECTIONS 9, 10, 11, 14, 15, THE W. LOFTON GRANT, SECTION 44, AND THE ROBERT HARRIS GRANT, SECTION 45, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 01°04'10" EAST, ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 148.29 FEET TO THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 200 (A1A) (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE POINT OF BEGINNING; THENCE NORTH 82°46'55" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 648.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF POLICE LODGE ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 00°46'53" EAST, 714.62 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 936.86 FEET, AN ARC DISTANCE OF 322.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 10°38'19" EAST, 320.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 20°29'45" EAST, 3315.67 FEET; THENCE SOUTH 69°30'15" WEST, 60.00 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SAID POLICE LODGE ROAD WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LOGAN ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 51°03'16" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 499.11 FEET TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 720, PAGE 1963, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 01°01'45" EAST, ALONG SAID EASTERLY BOUNDARY, 899.20 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS; THENCE SOUTH 88°42'51" WEST, 60.80 FEET TO A POINT ON THE WESTERLY LINE OF SECTION 15, SAID POINT HEREINAFTER REFERED TO AS REFERENCE POINT "A"; THENCE SOUTHEASTERLY ALONG A TRAVERSE LINE FOLLOWING THE MEANDERINGS OF BOGGY CREEK RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 65°44'20" EAST, 1108.97 FEET; COURSE NO. 2: SOUTH 73°13'20" EAST, 923.84 FEET; COURSE NO. 3: SOUTH 34°18'04" EAST, 1252.54 FEET; COURSE NO. 4: SOUTH 62°34'44" EAST, 1004.12 FEET; COURSE NO. 5: SOUTH 48°44'48" EAST, 913.35 FEET; COURSE NO. 6: SOUTH 18°11'58" EAST, 1646.63 FEET TO A POINT HEREINAFTER REFERED TO AS REFERENCE POINT "B"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE EASTERLY AND NORTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 200, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 82°46'55" EAST, 1763.43 FEET; COURSE NO. 2: NORTH 07°13'05" EAST, 34.00 FEET; COURSE NO. 3: SOUTH 82°46'55" EAST, 4306.10 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1533, PAGE 1651 OF SAID PUBLIC RECORDS; THENCE SOUTHERLY, NORTHEASTERLY AND EASTERLY, ALONG THE WESTERLY AND SOUTHERLY LINES OF LAST SAID LANDS, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 03°57'30" WEST, 128.96 FEET; COURSE NO. 2: SOUTH 12°29'20" EAST, 472.58 FEET; COURSE NO. 3: SOUTH 27°41'52" EAST, 582.37 FEET; COURSE NO. 4: NORTH 51°40'36" EAST, 402.26 FEET; COURSE NO. 5: NORTH 89°57'51" EAST, 763.55 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 08°10'18" EAST, 49.68 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 2: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 4086.51 FEET, AN ARC DISTANCE OF 869.35 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 14°15'58" EAST, 867.71 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 20°21'38" EAST, 168.46 FEET TO THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1521, PAGE 1321 OF SAID PUBLIC RECORDS; THENCE SOUTHWESTERLY, SOUTHERLY, EASTERLY, NORTHERLY AND NORTHEASTERLY, ALONG THE NORTHWESTERLY, WESTERLY, SOUTHERLY AND SOUTHEASTERLY LINES OF LAST SAID LANDS, RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 61°05'54" WEST, 287.49 FEET; COURSE NO. 2: SOUTH 29°25'03" WEST, 66.67 FEET; COURSE NO. 3: SOUTH 22°36'39" WEST, 97.74 FEET; COURSE NO. 4: SOUTH 06°26'34" EAST, 148.74 FEET; COURSE NO. 5: NORTH 80°27'24" EAST, 188.89 FEET; COURSE NO. 6: NORTH 00°03'21" EAST, 95.86 FEET; COURSE NO. 7: NORTH 55°40'09" EAST, 116.85 FEET; COURSE NO. 8: NORTH 28°06'20" EAST, 140.53 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF EDWARDS ROAD AND THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3779.72 FEET, AN ARC DISTANCE OF 931.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°03'12" EAST, 929.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 2: SOUTH 05°59'38" EAST, 2635.19 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; COURSE NO. 3: SOUTH 06°28'24" EAST, 1354.14 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 518, PAGE 1229, SAID PUBLIC RECORDS; THENCE SOUTH 88°52'12" WEST, ALONG SAID LINE, 203.68 FEET; THENCE NORTH 79°50'18" WEST, 13.73 FEET; THENCE SOUTH 86°11'02" WEST, 57.36 FEET; THENCE SOUTH 88°52'12" WEST, 367.49 FEET; THENCE SOUTH 02°15'50" WEST, 160 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF NASSAU RIVER; THENCE SOUTHWESTERLY, WESTERLY, NORTHWESTERLY, SOUTHWESTERLY, AND SOUTHERLY, FOLLOWING THE MEANDERINGS OF SAID MEAN HIGH WATER LINE, 3920 FEET MORE OR LESS TO A POINT ON SAID MEAN HIGH WATER LINE, SAID POINT LYING NORTH 72°32'01" EAST, 1170 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT "B"; THENCE SOUTH 72°32'01" WEST, THROUGH SAID REFERENCE POINT "B", 1215 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF BOGGY CREEK; THENCE WESTERLY, NORTHWESTERLY, NORTHERLY, NORTHEASTERLY, EASTERLY, SOUTHERLY, AND SOUTHEASTERLY, FOLLOWING THE MEANDERINGS OF SAID BOGGY CREEK, 11465 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 15, SAID POINT LYING SOUTH 00°12'35" EAST, 270 FEET MORE OR LESS FROM THE AFOREMENTIONED REFERENCE POINT "A"; THENCE NORTH 00°12'35" WEST, 270 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY OF AFOREMENTIONED LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 720, PAGE 1963 OF THE OFFICIAL RECORDS OF SAID COUNTY AND SAID REFERENCE POINT "A" TO CLOSE.

CONTAINING 1346 ACRES, MORE OR LESS.



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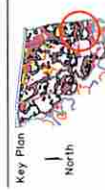
THREE RIVERS TIMBER, LLC
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MASTER PLAN
NASSAU COUNTY
THREE RIVERS
COMMUNITY PARK

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Drawing Issue
EXHIBIT B

No. Date Description

Drawing Title
MASTER PLAN

DATE
11-10-2018

PROJECT
THREE RIVERS COMMUNITY PARK

SCALE
GRAPHIC SCALE

DATE
11-10-2018

PROJECT
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GRAPHIC SCALE

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11-10-2018

PROJECT
THREE RIVERS COMMUNITY PARK

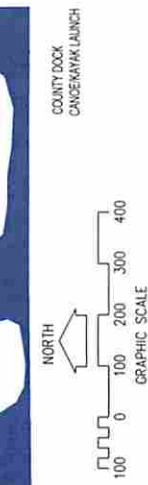
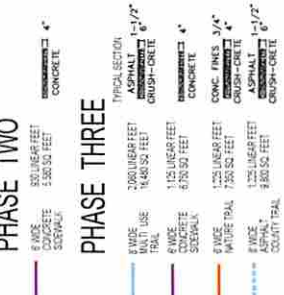
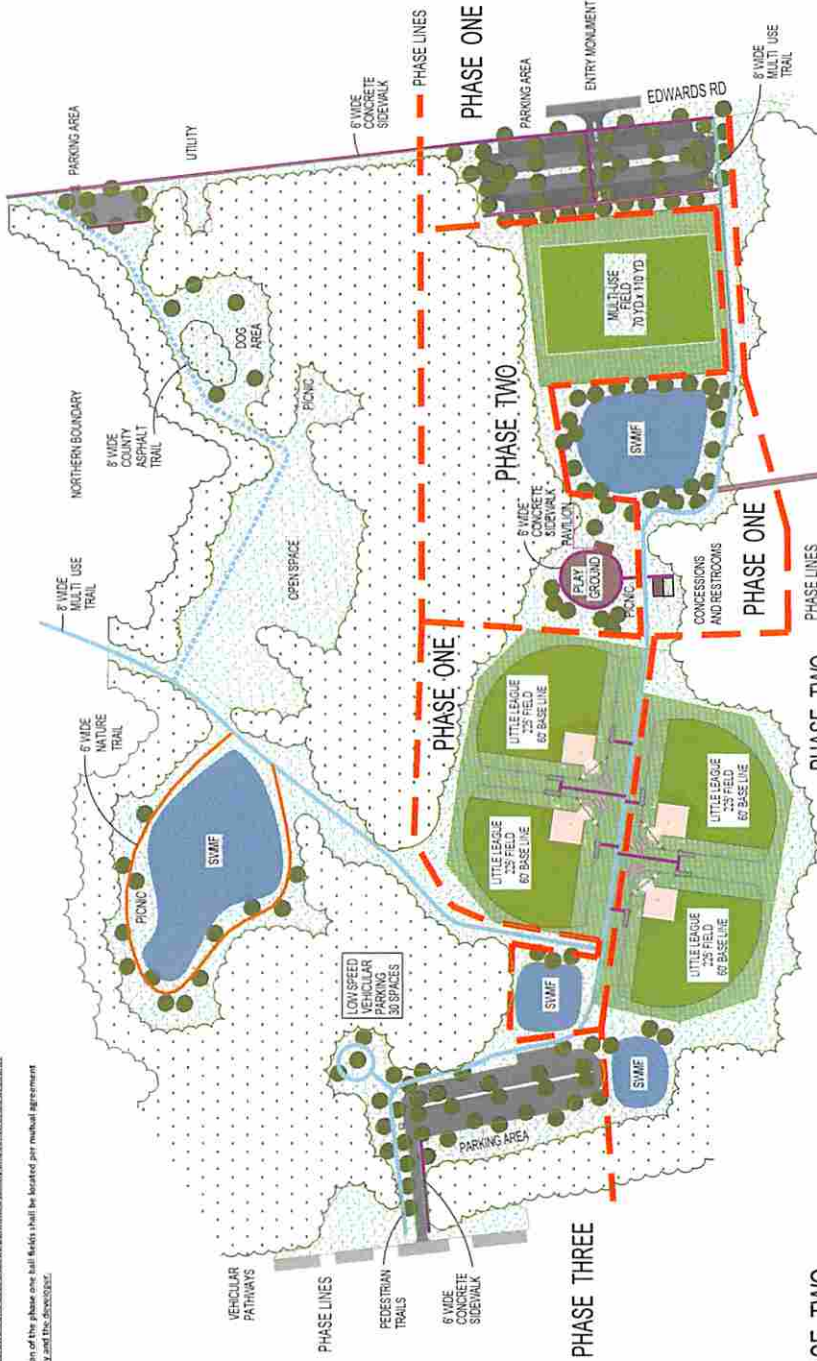
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GRAPHIC SCALE

DATE
11-10-2018

PROJECT
THREE RIVERS COMMUNITY PARK

MASTER PLAN - NASSAU COUNTY THREE RIVERS COMMUNITY PARK

- Notes:
1. The drawing and descriptions provided on the park master plan and in these specifications are schematic in their delineation of the design proposed and are for marketing purposes only. Actual design and construction of the park described will be as approved by the owners and the governing authorities having jurisdiction over the permit documentation, resolutions and any time.
 2. All county improvements are optional and can be installed by the county or its associations at any time.
 3. County boardwalk and dock shall be permitted jointly and constructed at county cost.
 4. Final location of the phase one ball fields shall be located per mutual agreement between the county and the developer.



Specifications for Nassau County Three Rivers Community Park (Nassau County, Florida)

Presented by Three Rivers Timber, LLC
November 15, 2018



Quality Team-Built Projects™

Planners and Architects

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9250



Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

Table of Contents

| | |
|---|----|
| A. Park Design and Development | 1 |
| 1. Engineering Disciplines Required | 1 |
| a. Civil Engineering | 1 |
| b. Landscape Architecture | 2 |
| c. Environmental Engineering and Permitting | 3 |
| d. Geotechnical Services | 3 |
| e. Land Survey | 4 |
| f. Architecture | 4 |
| g. Structural Engineering | 5 |
| h. Mechanical, Electrical and Plumbing Engineering | 5 |
| B. Land Development Components | 7 |
| 1. Clearing and Grubbing | 7 |
| 2. Earthwork | 7 |
| 3. Excavation of ponds, cut/fill balance and final grading | 7 |
| 4. Erosion Control – | 7 |
| 5. Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Permit | 7 |
| 6. Waste Water | 7 |
| 7. Potable Water | 7 |
| 8. Sanitary Sewer Service | 7 |
| 9. Non-potable/Reclaimed Water | 8 |
| 10. Electrical Service | 8 |
| 11. Telecommunications Service | 8 |
| C. Park Components | 9 |
| 1. Primary Entry Monument Sign | 9 |
| 2. Parking Lot | 10 |
| 3. Six (6) Foot Wide Concrete Sidewalk | 12 |
| 4. Landscape | 13 |
| 5. Irrigation Systems | 14 |
| 6. Multi-use Field | 15 |
| 7. Little League Ball-fields | 16 |

Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

| | | |
|------------|---|-----------|
| a. | Backstop Fencing..... | 16 |
| b. | Outfield Fencing | 16 |
| c. | Dugout Fencing | 17 |
| d. | General Construction Specifications for Fencing | 17 |
| 8. | Grassing Bahia Seed Mix | 18 |
| 9. | Clay Infields | 18 |
| 10. | Asphalt Concrete Trail Eight (8) Feet Wide | 21 |
| 11. | Other Six (6) Foot Wide Trails (Soft Path) | 21 |
| 12. | Concessions / Restroom Building | 22 |
| 13. | Entry Gates | 22 |
| 14. | Dog Area – Open Space | 23 |
| 15. | Trash Can..... | 23 |
| 16. | Dumpster Pad w/ Walls & Gates..... | 24 |
| 17. | Parking Lot Lighting | 25 |
| <u>18.</u> | <u>Pavilion</u> | <u>25</u> |

Note: These specifications are conceptual in their delineation of the design proposed and may be subject to change. Actual design and construction of the park described will be as approved by the owners and the governing authorities having jurisdiction over the permit documentation.

Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

A. Park Design and Development

1. Engineering Disciplines Required

a. Civil Engineering

The site's design and development will require the services of a Florida registered professional deemed competent by the Department of Business and Professional Regulation (DBPR) of the State of Florida in the design documentation of engineering drawings that shall permit the construction of the site's horizontal elements. The drawings necessary to carry out the successful construction of the site's components shall include:

1 - Storm Water Management Facilities (SWMF)

Engineer shall provide the layout, grading and drainage of the site and its components including the cut and fill calculations and control of the horizontal movement of storm-water across the site's ground area to safely collect and hold the storm-water.

2 - Site Demolition and Clearing

Engineer shall provide the limits of work and clearing of the site and all details and notes as required for permitting of the site including Pollution Prevention, Temporary Silt Barricades (TSB), or any other required documentation. See Landscape Architecture for tree mitigation plans required.

3 - Grading and Drainage

Engineer shall provide the layout for the ponds, ball-fields, sidewalks, pathways and parking areas as delineated in the site master plan. Engineer shall provide the grading and drainage of the site and its components and all required notes and details for control of the horizontal movement of storm-water across the site's ground area to safely collect and hold the storm-water.

4 - Site Utilities

Engineer shall provide the design and location of all underground utilities including all details and notes as required for permitting of the site. Utilities shall include but not limited to services provided by The Jacksonville Electrical Authority; such as water (potable and non-potable), sewer, sanitary sewer, electrical power and reclaimed or gray water as available. Additional utilities shall include telephone to be included on the permit documents as required.

5 - Permitting

Engineer shall provide the documents necessary to obtain the permits required by the regulatory agencies acting as the governing authority for the site's development. This may include the Department of Environmental Protection (DEP), the Army Corps of Engineers (ACOE), the County Engineering Division, and the St Johns River Water Management District (SJRWMD).

Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

b. Landscape Architecture

The site's design and development will require the services of a Florida registered professional deemed competent by the Department of Business and Professional Regulation (DBPR) of the State of Florida in the design documentation of landscape architecture drawings that shall permit the construction of the site's landscape elements. The drawings necessary to carry out the successful construction of the site's components shall include:

1 - Planting Plans

Landscape Architect shall provide the layout, identification and specifications as required for the proposed planting materials to be installed on the site. Botanical and common names of all plant species, their quantity and size, proper spacing where required and their quality shall be provided in the documentation. Indicate the species as native (or naturalized) on the plant legend and indicate the percentage required by county ordinance.

2 - Irrigation Plans

Landscape Architect shall provide the layout, identification and specifications as required for the proposed irrigation materials to be installed on the site.

The type, size and class of piping, fittings, valves, controllers, rain sensors and associated materials used to build an automated irrigation system and their quality shall be provided in the documentation. Indicate the start times and hours to run for each control valve and how much water is being consumed for each zone in a table. Indicate the source of water and the location of the supply. Indicate the gallons per minute and psi of the water supply at its source. Include a back-flow prevention device as required by code at the water supply's discharge point and its size.

3 - Hardscape Plans

Landscape Architect shall provide the layout, identification and specifications as required for the proposed hardscape elements to be installed on the site. Provide all plans necessary to build the proposed **Park Components** as listed in Section C consistent with the specifications. The plans shall include the sub-consultants work in support of the plans required, including; structural and electrical engineers.

4 - Lighting

Landscape Architect shall provide the layout, identification and specifications as required for the proposed lighting elements to be installed on the site.

The plans shall include the sub-consultants work in support of the plans required, including; structural and electrical engineers.

5 - Tree Mitigation

Landscape Architect shall provide the layout, identification and specifications as required for the proposed tree removals on the site. Provide the tree mitigation calculations in a table per county requirements and show percentage of mitigation for new development as identified in the limits of clearing. New trees proposed for mitigation shall meet the code requirements for native plantings.

Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

c. Environmental Engineering and Permitting

The site's design and development will require the services of a Florida registered professional deemed competent by the Department of Business and Professional Regulation (DBPR) of the State of Florida in the design documentation of engineering drawings that shall permit the construction of the site's horizontal elements that impact environmentally protected wetlands. The drawings necessary to carry out the successful construction of the site's components shall include:

1 - Wetlands

Engineer shall provide the layout, identification and specifications as required for the proposed wetland areas impacted on the site; and any mitigation required as a part of the wetlands impacted. Engineer will assist in design and permitting of all regulated components such as docks, bulkheads, etc.

2 - Permitting

Engineer shall provide the documents necessary to obtain the permits required by the regulatory agencies acting as the governing authority for the site's development. This may include the Department of Environmental Protection (DEP), the Army Corps of Engineers (ACOE), the County Engineering Division and the St Johns River Water Management District (SJRWMD).

d. Geotechnical Services

The site's design and development will require the services of a Florida registered professional deemed competent by the Department of Business and Professional Regulation (DBPR) of the State of Florida in the design documentation of engineering drawings that shall permit the construction of the site's horizontal elements that require the verification of the soils capacity for development and the impact of the depth of the water table. The drawings necessary to carry out the successful construction of the site's components shall include:

1 - Soils

Engineer shall provide the layout, identification and specifications as required for the proposed developed areas impacted on the site. The plans shall provide the soils capacity for development of the roads, buildings and paved components such as sidewalks and cart paths. Location of soil borings and a geotechnical report of the site shall be provided, including the mean, low and high seasonal water tables.

2 - Permitting

Engineer shall provide the documents necessary to obtain the permits required by the regulatory agencies acting as the governing authority for the site's development. This may include the Department of Environmental Protection (DEP), the Army Corps of Engineers (ACOE), the County Engineering Division and the St Johns River Water Management District (SJRWMD).

Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

e. Land Survey

The site's design and development will require the services of a Florida registered professional deemed competent by the Department of Business and Professional Regulation (DBPR) of the State of Florida in the design documentation of land survey drawings that shall permit the construction of the site's horizontal elements that require the verification of metes and boundaries, the existing grades and elevations of the site and the location of trees impacted by the development. The drawings necessary to carry out the successful construction of the site's components shall include:

1 - Metes and boundaries

Land surveyor shall provide the layout, identification and specifications as required for the proposed developed areas impacted on the site. The plans shall provide the verification of metes and boundaries. The plans shall indicate the north indicator, scale of the drawing and the legal description of all parcels as listed with the county tax and property appraiser's office. The boundary survey shall indicate the northing and easting of the boundary and distance of the bearing. The topographic survey shall provide the existing grades with spot elevations provided at all known markers (bench marks) using the NAVD88 DATUM.

2 - Permitting

Land surveyor shall provide the documents necessary to obtain the permits required by the regulatory agencies acting as the governing authority for the site's development. This may include the Department of Environmental Protection (DEP), the Army Corps of Engineers (ACOE), the County Engineering Division and the St Johns River Water Management District (SJRWMD).

f. Architecture

The site's design and development will require the services of a Florida registered professional deemed competent by the Department of Business and Professional Regulation (DBPR) of the State of Florida in the design documentation of architectural drawings that shall permit the construction of the site's vertical elements. The drawings necessary to carry out the successful construction of the site's components shall include:

1 - Structures

Architect shall provide the layout, identification and specifications as required for the proposed developed areas impacted on the site. The plans shall provide the floor plans, life-safety plans, elevations, roof plans, reflected ceiling plans and all other necessary data and codes to build the structure proposed on the site. The plans shall include the sub-consultants work in support of the plans required, including; structural, mechanical, electrical and plumbing engineers.

Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

2 - Permitting

Architect shall provide the documents necessary to obtain the permits required by the regulatory agencies acting as the governing authority for the site's development. This may include the Department of Environmental Protection (DEP), the Army Corps of Engineers (ACOE), the County Engineering Division and the St Johns River Water Management District (SJRWMD).

g. Structural Engineering

The site's design and development will require the services of a Florida registered professional deemed competent by the Department of Business and Professional Regulation (DBPR) of the State of Florida in the design documentation of structural drawings that shall permit the construction of the site's vertical elements. The drawings necessary to carry out the successful construction of the site's components shall include:

1 - Structures

Structural Engineer shall provide the layout, identification and specifications as required for the proposed developed areas impacted on the site. The plans shall provide support of the plans required for the floor plans, life-safety plans, elevations, roof plans, reflected ceiling plans and all other necessary data and codes to build the structure proposed on the site. The plans shall coordinate with the architect's plans and sub-consultants work in support of the plans required, including; mechanical, electrical and plumbing engineers.

2 - Permitting

Architect shall provide the documents necessary to obtain the permits required by the regulatory agencies acting as the governing authority for the site's development. This may include the Department of Environmental Protection (DEP), the Army Corps of Engineers (ACOE), the County Engineering Division and the St Johns River Water Management District (SJRWMD).

h. Mechanical, Electrical and Plumbing Engineering

The site's design and development will require the services of a Florida registered professional deemed competent by the Department of Business and Professional Regulation (DBPR) of the State of Florida in the design documentation of structural drawings that shall permit the construction of the site's vertical elements. The drawings necessary to carry out the successful construction of the site's components shall include:

1 - Structures

Mechanical, Electrical and Plumbing Engineer(s) shall provide the layout, identification and specifications as required for the proposed developed areas impacted on the site. The plans shall provide support of the plans required for the floor plans, life-safety plans, elevations, roof plans, reflected ceiling plans and all other necessary data and codes to build the structure proposed on the site. The plans shall coordinate with the architect's plans and sub-consultants work in support of the plans required, including; the structural engineer(s).

Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

2 - Permitting

Architect shall provide the documents necessary to obtain the permits required by the regulatory agencies acting as the governing authority for the site's development. This may include the Department of Environmental Protection (DEP), the Army Corps of Engineers (ACOE), the County Engineering Division and the St Johns River Water Management District (SJRWMD).

Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

B. Land Development Components

1. Clearing and Grubbing

The site's development will require the services of a clearing and grubbing company to perform the clearing and grubbing work as specified in the civil engineering plans.

2. Earthwork

The site's development will require the services of an earthworks company to perform the earthwork work as specified in the civil engineering plans.

3. Excavation of ponds, cut/fill balance and final grading

The site's development will require the services of an earthworks company to perform the excavation work as specified in the civil engineering plans. All material needed for fill shall be excavated from on-site ponds.

4. Erosion Control –

The site's development will require the services of an earthworks company to perform the erosion control work as specified in the civil engineering plans. All disturbed areas shall receive no-irrigated bahia seed.

5. Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Permit

The site's development will require the services of an Environmental Engineer to perform the work as specified.

6. Waste Water

The site's development will require the services of a utilities contractor to perform the waste water system work as specified in the civil engineering plans.

7. Potable Water

The site's development will require the services of a utilities contractor to perform the potable water system work as specified in the civil engineering plans.

8. Sanitary Sewer Service

The site's development will require the services of a utilities contractor to perform the sanitary sewer system work as specified in the civil engineering plans.

Specifications for Nassau County Three Rivers Community Park
(Nassau County, Florida)

9. Non-potable/Reclaimed Water

The site's development will require the services of a utilities contractor to perform the reclaimed water system work as specified in the civil engineering plans.

10. Electrical Service

The site's development will require the services of a utilities contractor to perform the electrical service work as specified in the civil engineering plans.

11. Telecommunications Service

The site's development will require the services of a utilities contractor to perform the telecommunications service work as specified in the civil engineering plans with a single entry point at the Concession Building.

Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

C. Park Components

1. Primary Entry Monument Sign

The primary entry monument sign may be composed of the following elements:

- a) Foundation shall be a poured in place, 3,000 psi minimum concrete foundation with re-bars and dowels placed as shown in the footing details provided in the engineering documents.
- b) Monument wall shall be concrete masonry unit construction with concrete filled cells 3,000 psi minimum.
- c) Monument sign shall be covered in a stone tile veneer and thin set mortared in place. The color of the stone and the sandblasted and painted lettering shall be per the details provided in the engineering documents.
- d) Sign Illumination shall be ground mounted 110-volt ac powered LED fixtures with style and color/finish to be selected.
- e) Design shall be consistent with Three Rivers overall design style.
- f) The monument shall identify the site as
“Nassau County Three Rivers Community Park”.
- g) Monument shall be similar in appearance to the community sign design.



(Conceptual Sign Elevation)

Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

2. Parking Lot

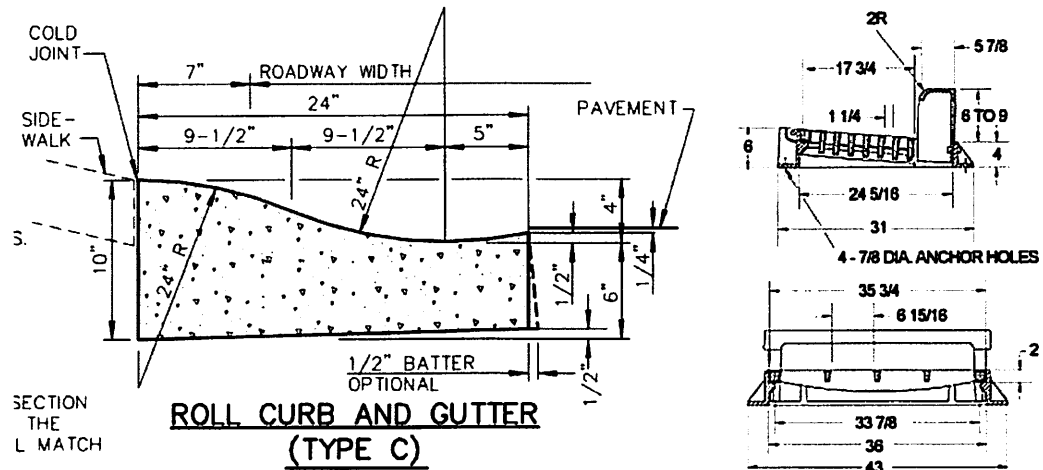
Parking areas shall be six (6) inches of compacted crushed-concrete base with a one (1) inch layer of concrete fines spread though out the parking areas:

- a) Subbase – the top 12 inches of earthen subbase shall be compacted to 98% Modified Procter density (ASTM D 1557 and AASHTO T-180)
- b) Base – the compacted crushed-concrete base shall be at least six (6) inches thick and shall be compacted to 98% Modified Procter density (ASTM D 1557, AASHTO T-180 and 100 LBR).
- c) Topping – A one (1) inch topping of concrete fines spread though out the parking areas shall be applied.

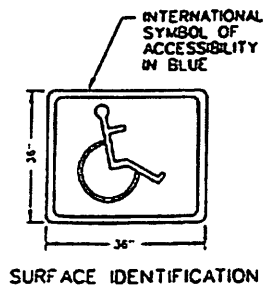


- d) Grading shall be a minimum of two (2) % cross slope and positive drainage shall be maintained through-out the parking area.
- e) Curbing shall be three-thousand (3,000) psi concrete and may consist of Miami curb, six (6) inch high back curb and ribbon curb in the areas shown on the plans. Typical drain inlets per detail shall be installed per civil drawings.

Specifications for Nassau County Three Rivers Community Park **(Nassau County, Florida)**

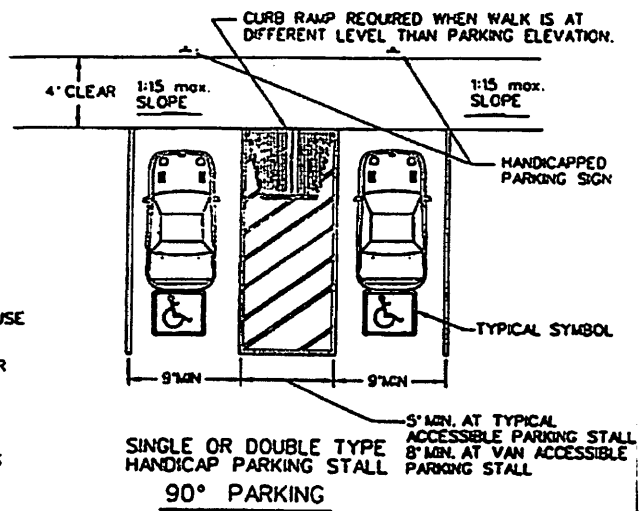


- f) Striping shall be four (4) inches in width and applied in the handicap parking areas; it shall be in blue in color and applied in accordance with the construction details provided in the engineering documents.



NOTES:

1. HANDICAPPED SPACES MUST PERMIT USE OF EITHER OF CAR DOORS.
2. BUMPER REQUIRED WHEN NO CURB OR BARRIER IS PROVIDED WHICH WILL PREVENT ENCROACHMENT OF CARS OVER WALKWAYS.
3. WHEEL CHAIR USERS MUST NOT BE FORCED TO GO BEHIND PARKED CARS OTHER THAN THEIR OWN.
4. SEE STANDARD DRAWING NO. 8-A FOR ADDITIONAL PARKING STANDARDS.



Specifications for Nassau County Three Rivers Community Park

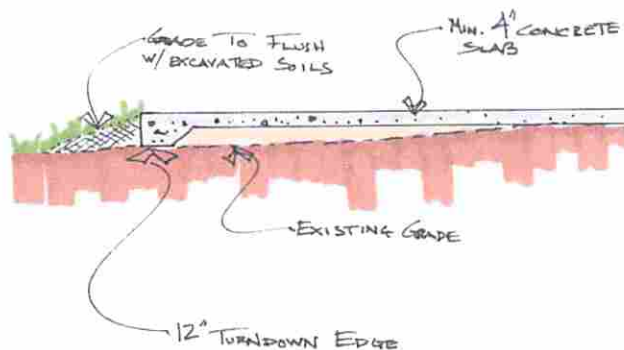
(Nassau County, Florida)

- g) Signs shall be provided at the handicap parking spaces in accordance with the construction details provided in the engineering documents.



3. Six (6) Foot Wide Concrete Sidewalk

- a) Sidewalk shall be six (6) feet in width, four (4) inches in depth with 12" turndowns and have 3,000-psi strength concrete at 21 days.
- b) Construction joints shall be cut one half ($\frac{1}{2}$) inch in depth and placed a minimum of every ten (10) feet along the constructed walk way.
- c) Prior to pouring the walk, the base material shall be compacted to a ninety-five (95) % Modified Proctor.
- d) Where soils are unable to be compacted to a satisfactory compaction rate, they shall be excavated and replaced with a suitable soil.
- e) Compaction efforts shall be taken at intervals no greater than five-hundred (500) feet.

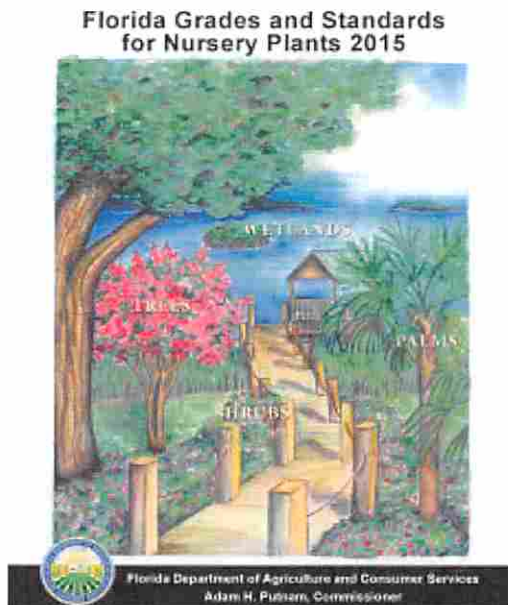


Specifications for Nassau County Three Rivers Community Park (Nassau County, Florida)

4. Landscape

Landscape plants, trees, palms, ground covers, grass and mulch shall be as follows: Plants, trees, palms and ground covers shall consist of shade and accent trees, palms, ornamental shrubs, ornamental and turf grasses and herbaceous perennials and shall be Grade one (1) or Florida Fancy as defined in the Florida Grades and Standards for Nursery Plants 2015 Handbook, published by the Florida Department of Agriculture and Consumer Services.

- a) Plants shall be in good health and inspected by the landscape architect or owner's representative at time of delivery before being unloaded from the delivery truck.
- b) Unacceptable materials will be rejected and new plants meeting the specification will be provided.



- c) Turf grasses shall be either sprigs or seed; as provided on the landscape plans and specifications.



Turf open space



"Celebration" Bermudagrass



Sprigging

Specifications for Nassau County Three Rivers Community Park (Nassau County, Florida)

- d) Mulch shall be as specified in the landscape plans.
- e) Pine mini-nuggets and pine fines shall be applied at three (3) inches in thickness; or a four (4) inch layer of pine straw, shall cover the bed areas.
- f) No recycled trees, melaleuca or rubber mulch shall be permitted.



Mini-nuggets



Pine fines



Pine straw

5. Irrigation Systems

Irrigation of the landscape areas shall include the following components:

- a) The irrigation water source shall be provided by either the storm water management facility (SWMF Pond), by well or from JEA Utilities. Water from non-potable reclaimed water is permissible if available. Water from potable water main shall be discouraged and only as a last resort.
- b) The irrigation systems shall have a double check valve back flow prevention device installed and a gate valve to turn off the water supply at its source.
- c) The irrigation piping, valves, tees and other fittings shall be made of PVC plastic and valve controllers, timers, clocks and sensors shall be of a brand and quality satisfactory to the landscape architect or owner's representative.



Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

- d) Irrigation systems shall be installed in accordance with the construction documents.

6. Multi-Purpose Field

Phase I

The multi-use field shall consist of the following components:

- (a) The field shall be cleared grubbed and graded to achieve field playing conditions
- (b) The turf shall be non-irrigated bahai grass
- (c) Drainage shall be provided by surface swales

Phase II

- a) The field area shall be constructed of native soil with adequate moisture retention to grow turf grass. The soil shall be amended per a soil analysis test and shall follow the recommended guideline for growth of turf grass.
- b) Drainage shall be designed for surface flow run-off to catch basins, storm water management facilities (SWMF Pond), swales and wetland areas [via detention swales]. Finish grading shall assure that there will be positive drainage on the playing field.



- c) The turf grass shall be sod or sprigs; sprigs shall be applied at a rate of six bushels per acre. All planting shall be watered as soon as possible upon placement.
- d) Field grading shall accommodate a smooth playing surface. A slope of 1% from the crown of the field to the side lines shall provide positive drainage and storm water drains shall be provided at least 10 feet beyond the playing area for safety. The

Specifications for Nassau County Three Rivers Community Park **(Nassau County, Florida)**

species of sod or sprigs shall be Bermuda Grass *Cynodon dactylon* "Celebration" for the playing surface; as shown in Chapter 4. Landscape, section b.

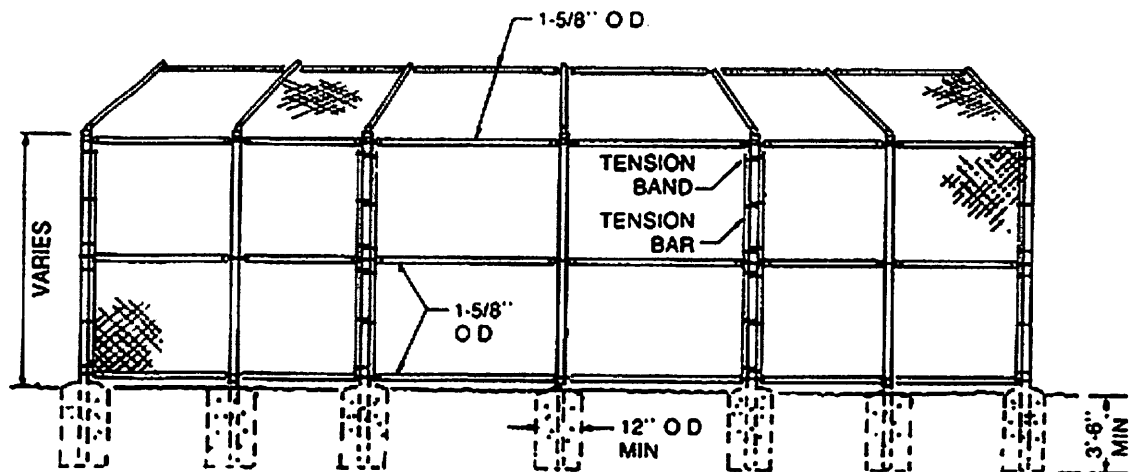
- e) Goal posts and soccer/lacrosse netting shall be provided as specified.

7. Little League Ball-fields

As the land area allows, four (4) little-league baseball fields shall be constructed. Each field shall consist of the following components:

a. Backstop Fencing

- (1) Fencing shall be composed of galvanized chain link fence. Backstop height shall be twenty (20) foot with hood to shield foul balls.
- (2) Support poles shall be galvanized steel set in concrete footings.



b. Outfield Fencing

- (1) Backstops shall be composed of a thirty (30) foot wing by thirty (30) foot back-stop by thirty (30) foot wing and shall be twenty (20) foot in height (straight up / with hood) with (five (5) horizontal rails at forty-eight (48) inches on center).
- (2) From the backstop to in front of the dugout there shall be two (2) thirty (30) foot sections of eight (8) foot height fence. From these points provide a dugout for each team consisting of two (2) four (4) foot openings (one with a lockable gate facing the infield, one without). There shall be top and bottom rails along the four sides of each of the dugouts. The roof shall be a lean-to type aluminum framed shelter with tin roof.
- (3) Provide seven-hundred and ten (710) feet of five (5) foot height sideline and outfield fence (with a top-rail and a bottom tension wire only).

Specifications for Nassau County Three Rivers Community Park **(Nassau County, Florida)**

c. Dugout Fencing

- (1) Dugout fence shall be six (6) feet in height, wrapping the bench areas, and the floor shall be a four (4) inch, 2,500 psi minimum, fiber-mesh concrete slab.

d. General Construction Specifications for Fencing

- (1) Fencing shall be all galvanized metal construction.
- (2) The chain-link fabric shall be nine (9) gauge material.
- (3) Terminal posts shall be two and seven-eighths (2-7/8) inches in diameter, Type A-40, for five (5) foot, six (6) foot and eight (8) foot fences; with posts set in twelve (12) inch diameter by thirty-six (36) inch deep concrete footings.
- (4) Line posts shall be two and three-eighths (2-3/8) inches in diameter, Type A-40, for five (5) foot, six (6) foot and eight (8) foot fences; with posts set in nine (9) inch diameter by thirty (30) inch deep concrete footings.
- (5) Backstop posts shall be three (3) inches in diameter, Type Sch-40, with posts set in eighteen (18) inch diameter by forty-eight (48) inch deep concrete footings.
- (6) Top & bottom rails shall be one and five-eighths (1-5/8) inches in diameter, Type A-40, where rails are noted above.
- (7) Support poles shall be galvanized steel set in concrete footings.



Specifications for Nassau County Three Rivers Community Park (Nassau County, Florida)

8. Grassing Bahia Seed Mix

Grass seed for areas not specific to athletic fields otherwise described in these specifications shall be a fifty-fifty mix of Bermuda *Cynodon dactylon* and Bahia Grass *Paspalum notatum* "Argentine" and applied at the rate specified by the seed producer at time of installation with a broadcast spreader and applied in a north to south then east to west double application to assure even application of the seed; covered in a one inch layer of hay straw, then irrigated as necessary to establish growth by water truck or other temporary methods.



9. Clay Infields

- a) The clay infield shall be built to a height of six (6) inches at the pitcher's mound above the grade of the baselines, with a sixty (60) foot baseline and permanent bases installed and placed appropriately. A clay suited for infield use shall be provided and placed to a minimum depth of six (6) inches in depth at the baselines and twelve (12) inches at the mound with an evenly graded surface.



Specifications for Nassau County Three Rivers Community Park (Nassau County, Florida)

- b) Chalk lines shall be applied in accordance with the Little League Baseball rules governing the body of the sport. Clay shall be provided in the batter's warm up box and the infield.



- c) The playing surface beyond the clay infield shall be graded to a level surface area with positive drainage and covered with a sprigs or sod turf grass with no gaps or uneven areas for player safety. Turf grass and plugs shall be Bermuda Grass Cynodon dactylon "Celebration" for the playing surface.



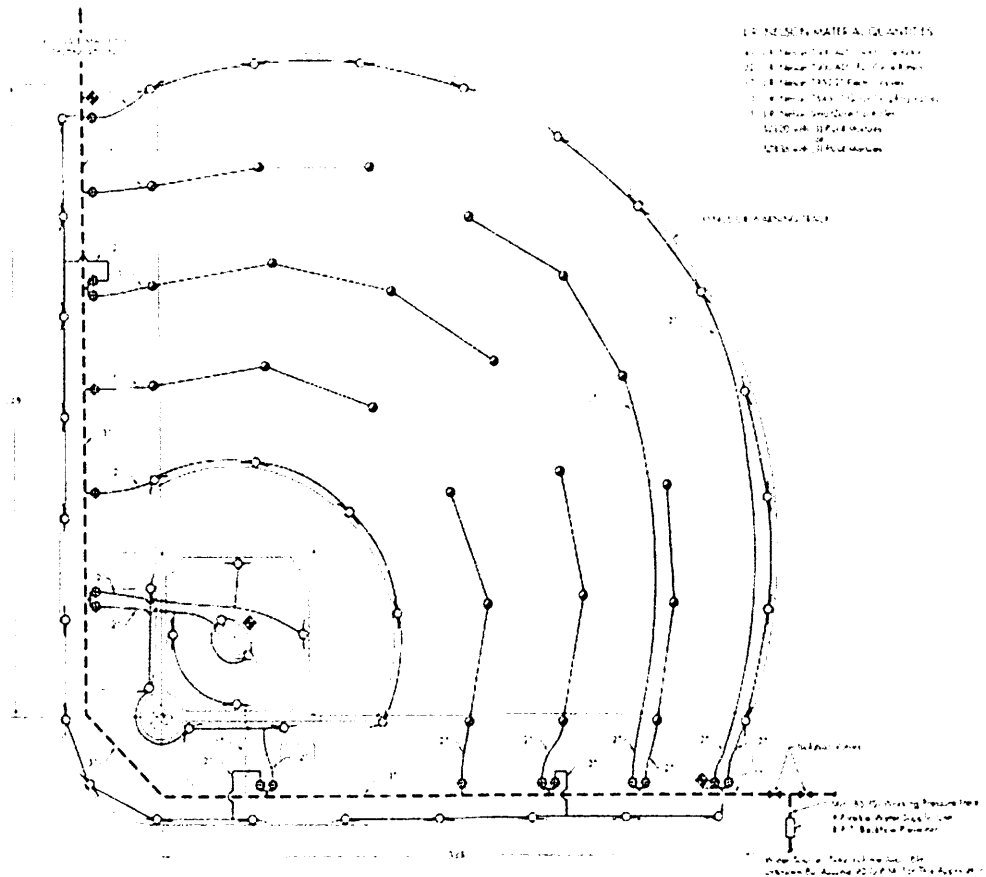
Sprigging



"Celebration" Bermudagrass

Specifications for Nassau County Three Rivers Community Park
(Nassau County, Florida)

- d) The turf areas shall have a fully automated irrigation system to provide adequate coverage of the playing field and all areas up to the fence line, excluding the dugouts.



Specifications for Nassau County Three Rivers Community Park **(Nassau County, Florida)**

10. Asphalt Concrete Trail Eight (8) Feet Wide

The Type SP 9.5 asphaltic concrete trail shall be eight (8) feet in width and laid on a compacted soil fill with a ninety-five (95) % Modified Procter compaction rate. The asphalt topping shall be one-and-a-quarter (1-1/4) inches minimum in thickness. See attached Dominion Engineering Group typical cross sections.



Typical asphalt installation

11. Other Six (6) Foot Wide Trails (Soft Path)

The soft path trails shall be six (6) feet in width and laid on a compacted soil fill with a ninety-five (95) % compaction rate and a four (4) inch minimum compacted lime rock or crush-crete base material. See attached Dominion Engineering Group typical cross sections.



Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

12. Concessions / Restroom Building

The concessions and restrooms building shall be per construction drawings and shall include: Men's & Women's restroom facilities, concession for vending operations, covered shelter, utility room, potable water, sanitary sewer, electric, and communication. Appliances, janitorial shall be provided by the County. The building shall be designed by an registered architect and designed per the architectural style of the Three Rivers Community.

13. Entry Gates

Entry gates at the parking areas shall be per construction drawings.



Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

14. Dog Area – Open Space

An open space dog area shall be provided and consist of a non-irrigated, “Argentine” Non irrigated Bahia blended species turf grass with park benches and shade trees for relaxation along soft crush-crete trails. A sanitary dog waste station shall be provided.



15. Trash Can

Trash cans shall be provided with a double faced, two-opening cover over a securely mounted outer shell with two removable interior receptacles; one for trash, one for recycle. The removable top shall be attached with a lid cable to the outer shell. The interior receptacle shall hold a dual capacity 50-gallon trash can liner. The base of the outer shell shall be made of light weight recycled steel and the top and inside receptacles are made of durable polyethylene with built in handles to keep bags in place securely, comes in black.

An alternate trash bin may be provided using pressure-treated pine two (2) by (4) fours to house a fifty-five (55) gallon plastic drum as illustrated below. Fasteners shall be stainless steel three (3) inch screws.

Specifications for Nassau County Three Rivers Community Park (Nassau County, Florida)



16. Dumpster Pad w/ Walls & Gates

The dumpster pad shall be made of a concrete thirty-five-hundred (3,500) psi fiber-mesh slab six (6) inches in thickness with ten (10) inch deep turndowns at the edges and placed upon compacted fill with a vapor barrier. The walls shall be concrete filled CMU construction with rebars and dowels for structural integrity. The walls may be covered in stucco and shall be painted with two coats of an elastomeric material; color to be selected. The hardware, gates and posts shall be galvanized steel and the posts set in concrete footings. There shall be a locking mechanism for the gates and the dumpster shall be provided by the waste removal company assigned to provide said services.



Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

17. Parking Lot Lighting

Parking lot lighting shall be as located on the construction plans. The County shall provide and install at their expense the poles and fixture. The Developer shall install all primary and secondary conduits to service the light poles per the engineers design and manufacturers specifications.



Typical LED Parking Luminaire

18. Pavilion

- a. The pavilion shall be composed of wood columns and beams, with approximate dimensions of: twenty-eight (26) feet in length, sixteen (16) feet in width to the outside of the eaves; and columns shall be eight (8) inches by eight (8) inches wide on a fourteen (14) foot by twenty-four (24) foot rectangular spacing.
- b. Wood shall be #1 grade pressure treated pine for ground contact use [*i.e. (.15) for Micronized Copper Azole; for safety (.40) CCA MAY NOT BE USED*].
- c. Columns at beam height to be approximately ten feet. Roof peak no less than 5 / 12 pitch. Columns and beams shall be stained and sealed with an approved paint sealant, double coated and secured together after sealing with galvanized steel hardware. Wood must be thoroughly dry and not repel water prior to painting or sealing. Stainless steel foot braces embedded in concrete footings shall anchor the columns using galvanized steel hardware. (Perma-column Sturdy Wall or equal)

Specifications for Nassau County Three Rivers Community Park

(Nassau County, Florida)

P.14



- d. Exposed joists shall be pressure treated wood or roof truss shall be enclosed with 1/2" sheathing or equal. Roof deck shall be three-quarters (¾) inch CDX OSB or equal decking covered with a waterproof membrane and thirty (30) year fiberglass shingles or of metal construction, with color to be selected. Enclosed ceilings shall require a minimum of two ridge vents eight (8) foot long and install on top of roof. Hurricane clips, straps and nails at all joist connections shall be galvanized steel.
- e. Concrete area shall be an area of thirty feet (30) by twenty (20), 2,500 PSI, and control joints placed in 100 square foot increments.



Quality. Team. Built. Different.

Three Rivers Community County Park

Design and Construction Responsibility Matrix

Date: Nov. 15, 2018

| | | RESPONSIBILITY | | | | | | C = County | D = Developer |
|---|---|--------------------|--------|--|--------|--|--------|------------|---------------|
| | | Phase 1 | | Phase 2 | | Phase 3 | | | |
| | | Approval Phase 1-A | | 432 nd Certificate of Occupancy | | 863 rd Certificate of Occupancy | | | |
| | | Developer | County | Developer | County | Developer | County | | |
| Item Description | Phasing ► Commence Date ► Responsible Party | | | | | | | | |
| Land | | | | | | | | | |
| Legal | 1 | D | - | - | - | - | - | | |
| Survey | 1 | D | - | - | - | - | - | | |
| Conceptual Plan | 1 | D | - | - | - | - | - | | |
| Appraisal | 1 | D | - | - | - | - | - | | |
| Closing Cost | 1 | D | C | - | - | - | - | | |
| Engineering Disciplines Required | | | | | | | | | |
| Civil Engineering | 1,2,3 | D | - | D | - | D | - | | |
| Landscape Architecture | 1,2,3 | D | - | D | - | D | - | | |
| County Permit | 1,2,3 | - | C | - | C | - | C | | |
| Environmental Engineering and Permitting | 1,2,3 | D | - | D | - | D | - | | |
| Kayak Launch Environmental Engineering and Permitting | 1 | - | C | - | - | - | - | | |
| Geotechnical Services | 1,2,3 | D | - | D | - | D | - | | |
| Land Survey | 1,2,3 | D | - | D | - | D | - | | |
| Architecture | 1,2,3 | D | - | D | - | D | - | | |
| Structural Engineering | 1,2,3 | D | - | D | - | D | - | | |
| Mechanical Engineering | 1,2,3 | D | - | D | - | D | - | | |
| Electrical Engineering | 1,2,3 | D | - | D | - | D | - | | |
| Plumbing Engineering | 1,2,3 | D | - | D | - | D | - | | |
| Land Development Components | | | | | | | | | |
| Site Support | | | | | | | | | |
| Sediment & Erosion Control | 1,2,3 | D | - | D | - | D | - | | |
| Clear & Grub | 1,2,3 | D | - | D | - | D | - | | |
| Earthwork (Strip Topsoil) | 1,2,3 | D | - | D | - | D | - | | |
| Earthwork (Cut to Fill) | 1,2,3 | D | - | D | - | D | - | | |
| Earthwork (Pond Excavation) | 1,2,3 | D | - | D | - | D | - | | |
| Earthwork (Import) | 1,2,3 | D | - | D | - | D | - | | |
| Storm Pipe | 1,2,3 | D | - | D | - | D | - | | |
| Drainage Structures | 1,2,3 | D | - | D | - | D | - | | |
| Water Distribution System | 1,2,3 | D | - | D | - | D | - | | |
| Stabilized Subgrade LBR40 12" Thick | 1,2,3 | D | - | D | - | D | - | | |
| Crushcrete Base 6" Thick 1" Concrete Fines | 1,2,3 | D | - | D | - | D | - | | |
| Concrete Curb & Gutter | 1,2,3 | D | - | D | - | D | - | | |
| Concrete Sidewalk - 2500 PSI Nominal 4" Depth | 1,2,3 | D | - | D | - | D | - | | |
| Pavement Striping (Traffic Paint) | 1,2,3 | D | - | D | - | D | - | | |
| Accessible Parking Space (Signage & Striping) | 1,2,3 | D | - | D | - | D | - | | |
| ADA Detectable Warning | 1,2,3 | D | - | D | - | D | - | | |
| Site Lighting Conduits and Services | 1,2,3 | D | - | D | - | D | - | | |
| Site Lighting (Parking Lot) | 1,3 | - | C | - | - | - | - | | C |
| Bahia Seed All Disturb Areas | 1 | D | - | - | - | - | - | | |
| Additions | | | | | | | | | |
| Potable Water | 1 | D | - | - | - | - | - | | |
| Water Meter | 1 | - | C | - | - | - | - | | |
| Sanitary Sewer Service | 1 | D | - | - | - | - | - | | |
| Non-Potable Water/Reclaimed Water | 1,2,3 | D | - | D | - | D | - | | |
| Non-Potable Water Meter | 1 | - | C | - | - | - | - | | |
| Electrical Service Conduits | 1,2,3 | D | - | D | - | D | - | | |
| Electric Meter | 1 | - | C | - | - | - | - | | |
| Telecommunications Service (Concession) | 1 | D | - | - | - | - | - | | |



Creating. Team. Built. Better.

Three Rivers Community County Park

Design and Construction Responsibility Matrix

Date: Nov. 15, 2018

| | | RESPONSIBILITY | | | | | | C = County D = Developer | |
|--|------------------------------|--------------------|--------|--|--------|--|--------|--------------------------|--------|
| | | Phase 1 | | Phase 2 | | Phase 3 | | | |
| | | Approval Phase 1-A | | 432 nd Certificate of Occupancy | | 863 rd Certificate of Occupancy | | | |
| Item Description | Phasing ▶ Commence Date ▶ | Responsible Party | | Developer | | County | | Developer | |
| | | Developer | County | Developer | County | Developer | County | Developer | County |
| Mutli-Purpose Field | | | | | | | | | |
| Sediment & Erosion Control | 1 | D | - | - | - | - | - | - | - |
| Clear & Grub | 1 | D | - | - | - | - | - | - | - |
| Earthwork (Strip Topsoil) | 1 | D | - | - | - | - | - | - | - |
| Earthwork (Cut To Fill) | 1 | D | - | - | - | - | - | - | - |
| Earthwork (Import) (Existing Pond Mat.) | 1 | D | - | - | - | - | - | - | - |
| Storm Pipe | 1 | D | - | - | - | - | - | - | - |
| Drainage Structures | 1 | D | - | - | - | - | - | - | - |
| Fill - Existing Pond Mat. | 1 | D | - | - | - | - | - | - | - |
| Fine Grading | 1 | D | - | - | - | - | - | - | - |
| Sodding (Bermuda Sprigs) | 2 | - | - | D | - | - | - | - | - |
| Irrigation | 2 | - | - | D | - | - | - | - | - |
| Maintenance (During grow in period) | 2 | - | - | D | - | - | - | - | - |
| Sports Field Lighting | 2 | - | - | - | C | - | - | - | - |
| Lightening Detection System | 2 | - | - | - | C | - | - | - | - |
| Multi-Use Field Site Amenities | | | | | | | | | |
| Team Bench | 2 | - | - | - | C | - | - | - | - |
| Soccer Goal | 2 | - | - | - | C | - | - | - | - |
| Trash Receptacle | 1 | D | - | - | - | - | - | - | - |
| Bleachers 3-Row Aluminum | 2 | - | - | - | C | - | - | - | - |
| Bleachers | 2 | - | - | - | C | - | - | - | - |
| Concrete Bleacher Pad | 2 | - | - | - | C | - | - | - | - |
| Multi-Use Trails, Nature Trails | | | | | | | | | |
| Survey/Layout | 1,2,3 | D | - | D | - | D | - | - | - |
| Sediment & Erosion Control | 1,2,3 | D | - | D | - | D | - | - | - |
| Clearing & Grubbing | 1,2,3 | D | - | D | - | D | - | - | - |
| Bahia Seed & Pine Straw | 1,2,3 | D | - | D | - | D | - | - | - |
| Site Lighting (Safety Lighting) | 1,2,3 | - | C | - | C | - | - | C | - |
| Trail Surface | | | | | | | | | |
| Fitness Trail Asphalt 1.5" w/ 6" Base | 1,2,3 | D | - | D | - | D | - | - | - |
| Fitness Trail Asphalt 1.5" w/ 6" Base Adjacent to Dog Park | 1,2,3 | - | C | - | C | - | - | C | - |
| Nature Trail Crushcrete 4" Base and 3/4" Fines | 1,2,3 | D | - | D | - | D | - | - | - |
| Site Amenities | | | | | | | | | |
| Benches 6' | 1,2,3 | - | C | - | C | - | - | C | - |
| Signage | 1,2,3 | - | C | - | C | - | - | C | - |
| Trash Receptacle | 1,2,3 | D | - | D | - | D | - | - | - |
| Bike Racks | 1,2,3 | - | C | - | C | - | - | C | - |
| Conc Slab 4" Thk for Benches & Exercise Sta | 1,2,3 | - | C | - | C | - | - | C | - |
| Additions | | | | | | | | | |
| Picnic Tables | 1,2,3 | D | - | D | - | D | - | - | - |



Creating. Team. Build. Belong.

Three Rivers Community County Park

Design and Construction Responsibility Matrix

Date: Nov. 15, 2018

| | | RESPONSIBILITY | | | | | | C = County | D = Developer |
|---|-------------------|----------------|--------|--------------------|--------|--|--------|--|---------------|
| | | Phasing ► | | Phase 1 | | Phase 2 | | Phase 3 | |
| | | | | Approval Phase 1-A | | 432 nd Certificate of Occupancy | | 863 rd Certificate of Occupancy | |
| Item Description | Commence Date ► | | | | | | | | |
| | Responsible Party | Developer | County | Developer | County | Developer | County | | |
| Playground Construction | | | | | | | | | |
| Sediment & Erosion Control | 2 | - | - | D | - | - | - | | |
| Clear & Grub | 2 | - | - | D | - | - | - | | |
| Excavate & Grade | 2 | - | - | D | - | - | - | | |
| 4" Underdrain | 2 | - | - | D | - | - | - | | |
| Underdrain Cleanout | 2 | - | - | D | - | - | - | | |
| 28' x 26' Shade Structure | 2 | - | - | D | - | - | - | | |
| Play Equipment (5-12 Year) | 2 | - | - | - | C | - | - | | |
| Play Equipment (2-5 Year) | 2 | - | - | - | C | - | - | | |
| Oodle Type Swing | 2 | - | - | - | C | - | - | | |
| Playground Edging 12" x 12" Ribbon Curb | 2 | - | - | - | C | - | - | | |
| Fall Zone/Playground Mulch 12" Thick | 2 | - | - | - | C | - | - | | |
| Alum Picket Fence 4' Black | 2 | - | - | - | C | - | - | | |
| 3' Gate - Black | 2 | - | - | - | C | - | - | | |
| Lighting/Electrical | 2 | - | - | - | C | - | - | | |
| Playground Site Amenities | | | | | | | | | |
| Bench | 2 | - | - | - | C | - | - | | |
| Trash Receptacle | 2 | - | - | D | - | - | - | | |
| Concrete Slab 4" thick For Bench & Pavilion | 2 | - | - | D | - | - | - | | |
| Bike Racks | 2 | - | - | - | C | - | - | | |
| | | | | | | | | | |
| Concession/Restroom | | | | | | | | | |
| Building Permit | 1 | - | C | - | - | - | - | | |
| Architecture | 1 | D | - | - | - | - | - | | |
| Structural Engineering | 1 | D | - | - | - | - | - | | |
| MEP | 1 | D | - | - | - | - | - | | |
| Geo-tech | 1 | D | - | - | - | - | - | | |
| Water | 1 | D | - | - | - | - | - | | |
| Sewer | 1 | D | - | - | - | - | - | | |
| Electric | 1 | D | - | - | - | - | - | | |
| Foundation | 1 | D | - | - | - | - | - | | |
| Framing | 1 | D | - | - | - | - | - | | |
| Roofing | 1 | D | - | - | - | - | - | | |
| Rough Plumbing | 1 | D | - | - | - | - | - | | |
| Rough HVAC | 1 | D | - | - | - | - | - | | |
| Rough Electric | 1 | D | - | - | - | - | - | | |
| Communications | 1 | D | - | - | - | - | - | | |
| Insulation | 1 | D | - | - | - | - | - | | |
| Drywall | 1 | D | - | - | - | - | - | | |
| Painting | 1 | D | - | - | - | - | - | | |
| Exterior Doors/Hardware | 1 | D | - | - | - | - | - | | |
| Exterior Siding | 1 | D | - | - | - | - | - | | |
| Electric Finishes | 1 | D | - | - | - | - | - | | |
| HVAC Finishes | 1 | D | - | - | - | - | - | | |
| Plumbing Finishes | 1 | D | - | - | - | - | - | | |
| Counter & Shelving | 1 | D | - | - | - | - | - | | |
| Flatwork | 1 | D | - | - | - | - | - | | |
| Electric Meter | 1 | D | - | - | - | - | - | | |
| Sewer & Water Fees | 1 | D | - | - | - | - | - | | |
| Finishes & furnishings (FF&E) | | | | | | | | | |
| Appliances | 1 | - | C | - | - | - | - | | |
| Janitorial Materials | 1 | - | C | - | - | - | - | | |



Three Rivers Community County Park

Design and Construction Responsibility Matrix

Date: Nov. 15, 2018

| | | RESPONSIBILITY | | | | | | C = County D = Developer | |
|--|-----------------|-------------------|--------------------|--------|--|--------|--|-----------------------------|--|
| | | Phasing ▶ | Phase 1 | | Phase 2 | | Phase 3 | | |
| | | | Approval Phase 1-A | | 432 nd Certificate of Occupancy | | 863 rd Certificate of Occupancy | | |
| Item Description | Commence Date ▶ | Responsible Party | Developer | County | Developer | County | Developer | County | |
| | | | | | | | | | |
| Additions | | | | | | | | | |
| Primary Entry Monument Sign | 1 | | D | - | - | - | - | - | |
| Community Dock | 1 | | - | C | - | - | - | - | |
| 5' Boardwalk | 1 | | - | C | - | - | - | - | |
| 10' Landing | 1 | | - | C | - | - | - | - | |
| Float Ramp | 1 | | - | C | - | - | - | - | |
| | | | | | | | | | |
| Little League Ball Field Construction | | | | | | | | | |
| Sediment & Erosion Control | 1,2 | | D | - | D | - | - | - | |
| Clear & Grub | 1,2 | | D | - | D | - | - | - | |
| Earthwork (Strip Topsoil) | 1,2 | | D | - | D | - | - | - | |
| Earthwork (Cut To Fill) | 1,2 | | D | - | D | - | - | - | |
| Earthwork (Import) (Existing Pond Mat.) | 1,2 | | D | - | D | - | - | - | |
| Storm Pipe | 1,2 | | D | - | D | - | - | - | |
| Drainage Structures | 1,2 | | D | - | D | - | - | - | |
| Fill (12" Deep - 80:20 Mix) (existing Pond Mat.) | 1,2 | | D | - | D | - | - | - | |
| | | | | | | | | | |
| Fine Grading | 1,2 | | D | - | D | - | - | - | |
| Infield Clay 5" Thick | 1,2 | | D | - | D | - | - | - | |
| Warning Track 2.5" Thick | 1,2 | | - | C | - | C | - | - | |
| Backstop | 1,2 | | D | - | D | - | - | - | |
| 12' Fence | 1,2 | | D | - | D | - | - | - | |
| 6' Fence | 1,2 | | D | - | D | - | - | - | |
| 12' Swing Gate | 1,2 | | - | C | - | C | - | - | |
| Yellow Top Rail Fence Cover | 1,2 | | - | C | - | C | - | - | |
| Foul Pole | 1,2 | | D | - | D | - | - | - | |
| Pitchers Mound, Home Plate & Bases | 1,2 | | D | - | D | - | - | - | |
| Distance Signs | 1,2 | | D | - | D | - | - | - | |
| Dugout | 1,2 | | D | - | D | - | - | - | |
| Scoreboard | 1,2 | | - | C | - | C | - | - | |
| Concrete Sidewalk | 1,2 | | D | - | D | - | - | - | |
| Grassing (Bermuda Sprigs) | 1,2 | | D | - | D | - | - | - | |
| Irrigation | 1,2 | | D | - | D | - | - | - | |
| Maintenance (during grow in period) | 1,2 | | D | - | D | - | - | - | |
| Sport Field Lighting | 1,2 | | - | C | - | C | - | - | |
| Electric for Scoreboard | 1,2 | | - | C | - | C | - | - | |
| Lightning Detection System | 1,2 | | - | C | - | C | - | - | |
| Baseball Field Site Furnishings | | | | | | | | | |
| Player Bench | 1,2 | | D | - | D | - | - | - | |
| Bleachers (with cover) | 1,2 | | - | C | - | C | - | - | |
| Batting & Pitching Cages | 1,2 | | - | C | - | C | - | - | |
| Scoring Table | 1,2 | | - | C | - | C | - | - | |
| Trash Receptacle | 1,2 | | D | - | D | - | - | - | |



Three Rivers Community County Park

Design and Construction Responsibility Matrix

Date: Nov. 15, 2018

| | | RESPONSIBILITY | | | | | | C = County D = Developer | |
|------------------|-------------------|-----------------|--|--------------------|--------|--|--------|--|--------|
| | | Phasing ► | | Phase 1 | | Phase 2 | | Phase 3 | |
| | | Commence Date ► | | Approval Phase 1-A | | 432 nd Certificate of Occupancy | | 863 rd Certificate of Occupancy | |
| Item Description | Responsible Party | | | Developer | County | Developer | County | Developer | County |

Notes:

Developer and County shall participate collectively in design, permitting and construction
 Quantities & material shall be reflected on final working drawings as determined jointly by the Developer and County
 Products selected shall be consistent with County parks programming or as defined by the project designer
 Alternate product shall be allowed and approved by County
 On-site fill material shall be obtained from on-site ponds
 Developer shall install electric conduits for ballfield lighting
 Playground equipment shall be provided by the County at the County expense
 Community dock shall be permitted and constructed at County expense
 Nature trail adjacent to Dog Park contemplated to be multi-use trail at County expense
 All playing surfaces to be Bermuda grass (sprigs) and all other areas to be Bahia grass (seed)
 Phase I Multi-Purpose field shall be non-irrigated bahai (seed) Phase II irrigated bermuda (sprigs)
 Baseball and multi-purpose field shall be irrigated
 Concession sanitary may be septic system, grinder pump or gravity - depending on availability
 All County improvements are optional and can be installed by County or its Associations
 Construction period of time after receipt of permits 22-months per phase
 Dog park accessories by County at County expense
 Phase I includes two baseball fields, concession facility, parking lot and multi-use trail
 Phase II includes multi-purpose field, two baseball field and playground facility
 Location of Baseball field (phasing) shall be mutually agreed to by County and Developer