

**MEMORANDUM OF AGREEMENT  
BETWEEN  
NASSAU COUNTY, FLORIDA  
AND THE  
NASSAU CROSSING OWNERS ASSOCIATION  
REGARDING NASSAU CROSSING PUD PARK MAINTENANCE**

**THIS MEMORANDUM OF AGREEMENT** entered into this \_\_\_\_\_ day of September, 2019 by and between Nassau County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter the “COUNTY,” and the Nassau Crossing Owners Association, Inc., a Florida nonprofit corporation organized under the laws of the State of Florida, hereinafter the “NASSAU CROSSING HOA,” for the responsibilities for maintenance of the Nassau Crossing PUD William Burgess Community Park, hereinafter the “Park.”

**WHEREAS**, the Nassau Crossing Planned Unit Development (“PUD”) was adopted by Nassau County Ordinance 2017- 42; and

**WHEREAS**, the Nassau Crossing PUD requires a recreational component located in “Parcel C” of the approved Nassau Crossing PUD named William Burgess Community Park, and

**WHEREAS**, consistent with the requirements in PUD Ordinance 2017- 42, Patriot Ridge, LLP, the developer of Nassau Crossing deeded the recreation land in “Parcel C” to the COUNTY under a Special Warranty Deed; and

**WHEREAS**, it is the intent of the COUNTY to maintain the Park consistent with minimum COUNTY recreational facility standards; and

**WHEREAS**, the NASSAU CROSSING HOA may wish to maintain the Park at a higher standard than that provided by COUNTY recreational facility maintenance standards; and

**WHEREAS**, the NASSAU CROSSING HOA may elect to assume and provide full grounds maintenance responsibility for the Park; and

**WHEREAS**, the COUNTY and NASSAU CROSSING HOA have entered into this Agreement to further define responsibilities of maintenance of the Park.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants and other good and valuable considerations contained herein to be kept, the parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **COUNTY Obligations.**
  - a. The COUNTY, as owner of the Park, will provide minimum maintenance on the Park in accordance with COUNTY recreational facility maintenance standards which may include, but are not limited to;
    1. Water, sewer, electric and other utility charges for providing potable water, bathroom facilities, lighting, irrigation and other utility services to the Park;
    2. Curbside garbage and/or dumpster collection;
    3. Trash pickup on site;
    4. Janitorial services related to cleaning bathrooms, pavilions and other buildings;
    5. Provision of paper goods such as toilet paper/paper towels and cleaning supplies;
    6. Maintenance of sidewalks/trails, plumbing (non-lawn irrigation), electrical systems, HVAC, lightning detectors and other similar systems;
    7. Pest control
    8. Replacement of light bulbs and repair or replacement of light poles and fixtures;
    9. Aquatic weed control and other treatment for retention areas; and

10. Grounds Maintenance on a schedule as determined by COUNTY Facilities

Maintenance includes:

- i. Mowing of all grassed areas;
  - ii. Tree/shrub trimming;
  - iii. Maintenance of flower/planter beds;
  - iv. Application of pesticide, fertilizer and herbicide,
  - v. Installation of ground covers/mulch;
  - vi. Collection of on-site (internal) trash including trash within stationary trash receptacles but not curb-side and/or dumpster trash pick-up
  - vii. Maintenance of natural areas within Park boundaries. Includes underbrushing as necessary to maintain safety, dead tree removal; Cutting back vegetation from trails and other amenities;
  - viii. Irrigation and maintenance of irrigation system;
  - ix. Keeping trails and amenities clear of debris;
- b. In years where the NASSAU CROSSING HOA does not elect to assume and provide full grounds maintenance responsibility for the Park as per Section 2(a)(10) of this agreement, the full maintenance responsibility will default to the COUNTY who will provide the minimum recreational facility maintenance outlined in Section 2(a) of this Agreement.
- c. The COUNTY will provide insurance for the Park consistent with COUNTY insurance requirements for recreation facilities, including for years the NASSAU CROSSING HOA elects to assume and provide full grounds maintenance for the Park.

- d. In the years the NASSAU CROSSING HOA elects to assume and provide full grounds maintenance as defined in Section 2(a)(10) of this agreement for the Park or provide landscape enhancements beyond the minimum provision of services elected to be offered by the COUNTY, the COUNTY will not provide any ground maintenance as defined in Section 2(a)(10) of this agreement within Park .
- e. In years the NASSAU CROSSING HOA elects to assume and provide full grounds maintenance, the NASSAU CROSSING HOA will not be responsible for the other items listed in Section 2(a)(1-9) of this agreement.

**3. NASSAU CROSSING HOA Obligations.**

- a. In the event the NASSAU CROSSING HOA wishes to maintain the Park at the same, or higher, recreational facility maintenance standards as COUNTY provides, the NASSAU CROSSING HOA may elect to assume and provide full grounds maintenance responsibility as defined in Section 2(a)(10) of this agreement for the Park or provide landscape enhancements beyond the minimum provision of services elected to be offered by COUNTY.
- b. The NASSAU CROSSING HOA shall notify the COUNTY in writing no later than April 1<sup>st</sup> of each year during the term of this agreement that the NASSAU CROSSING HOA 1) intends to assume and provide full grounds maintenance responsibility for the Park or 2) does not intend to assume and provide full grounds maintenance responsibility for the Park.
- c. For years where the NASSAU CROSSING HOA elects to assume and provide full grounds maintenance responsibility of the Park, the period of maintenance will begin on October 1<sup>st</sup> of the year in which the election is made.

- d. For years where the NASSAU CROSSING HOA is providing full grounds maintenance but elects to NOT continue providing full grounds maintenance in the following year, NASSAU CROSSING HOA shall continue to provide full grounds maintenance until October 1<sup>st</sup> of the same year.
- e. For years where the NASSAU CROSSING HOA elects to assume and provide full grounds maintenance, the NASSAU CROSSING HOA will be solely responsible for all grounds maintenance associated with the items defined in Sec. 2(a)(10) of this agreement.

#### **4. Joint Obligations**

- a. In years the NASSAU CROSSING HOA elects to assume and provide full grounds maintenance the COUNTY shall give NASSAU CROSSING HOA thirty (30) day notice of any Outdoor Festival, as defined in Section Chapter 19.5 of the Nassau County Code of Laws and Ordinances, that has been approved for the Park.
- b. COUNTY is responsible for on-site trash clean up, irrigation repairs, or other damages to the grounds for which NASSAU CROSSING HOA would otherwise be responsible which are the results of an outdoor festival approved pursuant to Chapter 19.5 of the Nassau County Code of Laws and Ordinances.

#### **5. Use of Park**

- a. Nothing in this Agreement shall inhibit the County's application of existing or future policies and regulations of the Board of County Commissioners or, administrative policies of the County Manager, applicable to the management of public parks.

- b. Nothing herein shall be construed to limit the public's access to the park or use of the park's amenities in a manner consistent with the adopted policies and regulation of the Board of County Commissioners and/or the administrative policies of the County Manager.
- 6. **Severability.** If any section, clause, or provision of this Agreement is held invalid, the remainder of this Agreement shall be construed as not having contained said section, clause, or provision, and shall not be affected by said holding.
- 7. **Modification.** Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.
- 8. **Notices.**
  - a. All notices, demands or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

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

NASSAU CROSSING HOA  
12443 San Jose Blvd.  
Suite 504  
Jacksonville, FL 32223

CC to:

COUNTY  
Planning & Economic Opportunity Director  
96161 Nassau Place  
Yulee, Florida 32097

9. **Term.** This agreement shall continue in effect until terminated by either party upon thirty (30) days written notice to the other. The agreement in its entirety may be revisited every six (6) years.
10. **Authority.** Each of the parties represents to the other that the execution of this agreement has been duly and properly authorized by the governing bodies of each of the parties, and each has full authority to execute the same through its representative whose signatures appear below.
11. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. This Agreement may not be assigned except with the written consent of the other party. This Agreement is made under, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Nassau County, Florida.
12. **Conflict**
- In the event of conflict stemming from the provisions of this agreement the parties agree to work jointly towards a resolution. Either party may request the assistance of a third party mediator. The party requesting mediation shall be responsible for all costs incurred. If both parties agree mediation is necessary the cost will be shared jointly. The results of the mediation will not be binding on either party unless agreed to via a separate instrument.
13. **Effective Date.** This Agreement shall become effective on the date on which this Agreement is executed by the last party hereto.

14. **Filing.** This Memorandum of Agreement shall be filed with the Clerk of the Circuit Court of Nassau County, Florida, prior to its effective date, in accordance with Florida Statutes, 163.01(11).

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: The COUNTY, through its Board of County Commissioners, signing by and through its Chairman, and by the NASSAU CROSSING HOA, signing by and through its President.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
Justin Taylor  
Its: Chairman

DATE: \_\_\_\_\_

ATTEST AS TO CHAIRMAN'S SIGNATURE:

\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the Nassau County Attorney:

\_\_\_\_\_  
MICHAEL S. MULLIN

(SIGNATURES CONTINUE ON THE NEXT PAGE)

NASSAU CROSSING OWNERS ASSOCIATION

\_\_\_\_\_  
Gregory E. Matovina  
Its: President

DATE:\_\_\_\_\_

ATTEST AS TO HOA PRESIDENT'S SIGNATURE:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_