

EMERGENCY ACCESS AND TEMPORARY CONSTRUCTION ACCESS ROAD AGREEMENT

THIS AGREEMENT (“Agreement”), made this _____ day of _____, 2020, by and between _____, a _____, its successors or assigns, (**“Developer”**) and the **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the **“County”**).

WHEREAS, in connection with Final Development Plan (FD19-005) approval for Phase 1C, of the Amelia National PUD (the Final Development Plan), Developer proposes to build a 20-ft. wide stabilized emergency access road between Wild Cherry Drive and Amelia Concourse (the “Emergency Access Road”) as part of the Phase 1C horizontal infrastructure improvements; and

WHEREAS, the Developer proposes to maintain the Emergency Access Road as detailed herein and, as assurance of such maintenance, post a maintenance bond for the cost of such maintenance; and

WHEREAS, the Developer and the County seek a level of certainty as to the proposed improvement and maintenance of the Emergency Access Road as a condition to the County’s approval of the Final Development Plan;

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. **Commencement and Completion of Construction.** The Developer shall commence construction of the Emergency Access Road on or before the commencement of construction of the horizontal infrastructure improvements of Phase 1C, segments 1 and 2 (“Phase 1C Infrastructure”), of the Amelia National PUD and shall complete construction of the Emergency Access Road to the applicable standards of a fire access road on or before final acceptance of the Phase 1C Infrastructure. Only the Emergency Access Road for temporary construction access, and not the front entrance to the Amelia National PUD, shall be used for clearing, site preparation, and construction of Phase 1C.

3. **Maintenance.** Once the Emergency Access Road is completed, the Developer shall maintain the Emergency Access Road to the applicable standards of a fire access road. As financial assurance for such maintenance, prior to final acceptance of Phase 1C Infrastructure, the Developer shall post a maintenance bond for the cost of such maintenance in a form and amount acceptable to the County until the construction of a permanent secondary access road for the Amelia National PUD.

4. **Temporary Construction Access.** The Emergency Access Road also may be used as temporary construction access for construction within the Amelia National PUD.

5. **Access Control.** Access to the Emergency Access Road shall be controlled such that emergency service providers and construction contractors and their subcontractors shall have access to the Emergency Access Road and that, otherwise, the general public shall not have access to the Emergency Access Road.

6. **Default and Remedies.**

a. **Event of Default.** It shall be an event of default hereunder if Developer 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.

7. **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.

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

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

10. **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.

Entered into by and among the this ____ day of _____, 2020.

NASSAU COUNTY, FLORIDA

By:_____

Approved as to form:

By:_____

MICHAEL S. MULLIN

Its: County Attorney

DEVELOPER

By: _____

Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by _____, as _____ of _____ 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: _____