

Prepared by, Record and Return to:  
William J. Michaelis, Esquire  
Rogers Towers, P.A.  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207

## TEMPORARY EASEMENT AGREEMENT

**THIS TEMPORARY EASEMENT AGREEMENT** (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and among the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA** (“Grantor”), **THREE RIVERS DEVELOPERS, LLC**, a Delaware limited liability company (“Three Rivers”) and **THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the Nassau County, Florida (“CDD”) (Three Rivers and the CDD are sometimes referred to individually herein as “Grantee” and collectively herein as “Grantees”).

**WHEREAS**, Grantor is the owner of certain real property located in Nassau County, Florida, which is described in Exhibit “A” attached hereto (the “Property”) and which was conveyed to the County for development as a “Community Park” pursuant to that certain Development Agreement Community Park recorded in Official Records Book 2260, page 452, of the public records of Nassau County, Florida (the “Development Agreement”);

**WHEREAS**, pursuant to the Development Agreement, Three Rivers, as the successor to Three Rivers Timber, LLC, is obligated to construct certain improvements on the Property for the Community Park, as more specifically set forth in the Development Agreement (the “Work”);

**WHEREAS**, the CDD may complete portions of or all the Work on behalf of Three Rivers;  
and

**WHEREAS**, subject to the terms and conditions hereof, Grantor agrees to grant Grantees a temporary easement to enter upon the Property to conduct the Work in accordance with the Development Agreement.

**NOW, THEREFORE**, in consideration of foregoing recitals, mutual promises, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantees hereby agree to the following:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Grant of Easement.** Grantor hereby grants Grantees, together with their successors, assigns, employees, agents, representatives, invitees, guests, designees, agents and contractors (collectively “Grantees Parties”) a temporary easement for ingress and egress over the Property to

conduct the Work on the Property in accordance with the Development Agreement (the "Easement"). Grantor acknowledges that Three Rivers and/or the CDD (as applicable) will be bringing construction vehicles and equipment onto the Property pursuant to this Easement.

3. **Reservations by Grantor.** Grantor hereby reserves the right to use the Property for any use or purpose which does not obstruct Grantees from conducting the Work on the Property and may have access to the Property for such purposes.

4. **Compliance With Laws.** Each Grantee shall comply with all governmental or quasi-governmental laws, ordinances, rules, and regulations of every kind pertaining to the Work constructed by it and its occupancy of the Property, including, without limitation, any such law, ordinance, rule or regulation regarding or relating to environmental protection, pollution, sanitation or safety. Except as is required in order to complete the Work, neither Grantee will commit or suffer any waste of the Property and will not use the Property for any illegal purpose or in any such way as to constitute a public nuisance or in any way so as to violate or breach any law, rule, regulation or ordinance to which the Property is subject. Notwithstanding the foregoing, Grantor acknowledges certain waivers from applicable regulations that are set forth in the Development Agreement, including the waiver of certain permitting fees.

5. **Duration of Easement.** This Agreement and the Easement granted herein shall automatically terminate, without notice or any further action required of either party, and be of no further force or effect upon the completion of the construction of the Work in accordance with the Development Agreement (including all three (3) phases thereof). Upon such termination, no party hereto shall have any further rights, obligations or liabilities hereunder; provided, however, that the indemnification contained in Section 6 of this Agreement shall survive any termination, cancellation or expiration of this Agreement. Grantees agree that Grantees shall, upon written request by Grantor, execute and deliver to Grantor a recordable document confirming the termination of this Agreement.

6. **Covenant of Grantees; Indemnity; Limitations on Governmental Liability.** Each Grantee does hereby agree to indemnify and hold Grantor harmless from any personal injury and/or property damage claims, including attorneys' fees and court costs, actually incurred by Grantor as a result of the gross negligence or intentional misconduct of it, or any of its Grantees Parties in connection with the use of the Easement granted hereby. Notwithstanding the forgoing or any provision to the contrary herein, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law. For purposes of clarification, neither Grantee shall be liable for the acts of the other Grantee, and any liability and/or indemnity hereunder shall be individual and not joint and several.

7. **Default.** In the event of any default by a party under this Agreement, and upon the failure of the defaulting party to cure the breach of this Agreement within thirty (30) days following written notice thereof by the other party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance.

8. **Running of Benefits and Burdens; Assignment.** All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto for the duration of this Agreement. Grantees may assign this Agreement, in whole or in part, without the written consent of Grantor.

9. **Recording.** This Agreement shall be recorded in the public records of Nassau County, Florida.

10. **Attorneys' Fees.** In the event a party institutes legal action under this Agreement against the other party, the prevailing party shall be entitled to its reasonable attorneys' fees and court costs for pretrial preparation, trial and appeal.

11. **Waiver.** No failure of a party to enforce any term hereof shall be deemed a waiver of said term. The rights and remedies as contained in this Agreement and as permitted by law or equity shall be cumulative.

12. **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 national 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:

Grantor: 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: Planning & Economic Opportunity Director  
Nassau County, Florida  
96161 Nassau Place  
Yulee, Florida 32097

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

Three Rivers: Graydon E. Miars  
Three Rivers Developers, LLC  
7807 Baymeadows Road East, Suite 205  
Jacksonville, Florida 32256

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

CDD: James Perry, District Manager  
475 West Town Place, Suite 114  
World Golf Village  
St. Augustine, Florida 32092

With a copy to: Wesley Haber, Esq.  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301  
WesH@hgslaw.com

13. **Jury Trial Waiver.** Each party hereby irrevocably, knowingly and voluntarily waives trial by jury in any action, proceeding or counterclaim brought by any of the parties against the other or their successors in respect to any matter arising out of or in connection with this Agreement, the Easement granted hereunder, Grantees' use or occupancy of the Property, and/or any claim for injury or damage, or any emergency or statutory remedy.

14. **Miscellaneous.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unconscionable, or unenforceable in any respect, such invalidity, illegality, unconscionability or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, unconscionable, or unenforceable provisions had never been contained herein. This Agreement shall be governed by the laws of the State of Florida and the parties hereto agree that any litigation relating to this Agreement shall be in a court located within Nassau County, Florida. This Agreement may be executed in multiple counterparts but such multiple counterparts shall constitute a single agreement.

15. **Entire Agreement.** The terms and conditions of this Agreement are the entire agreement and understanding of the parties. Each Grantee acknowledges that it has read this Agreement and understands its provisions and agrees to utilize the Property only in accordance with the terms of this Agreement. No change in the terms of this Agreement may be made unless it is in writing and signed by all parties.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, Grantor and Grantees have executed this Agreement as of the Effective Date first above written.

WITNESSES

“Grantor”

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY, FLORIDA**, a political  
subdivision of the State of Florida

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, on behalf of the political subdivision. He (*check one*)  is personally known to me, or  produced valid driver’s licenses as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State and County Aforesaid  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

WITNESSES

“Three Rivers”

[Signature]  
Printed Name: Graydon E. Miars

[Signature]  
Printed Name: Carrie Russell

**THREE RIVERS DEVELOPERS, LLC**, a  
Delaware limited liability company

By: GreenPointe Developers, LLC, a Delaware  
limited liability company, its Sole Member

By: GreenPointe Holdings, LLC, a Florida  
limited liability company, its Administrative  
Member

By: [Signature]  
Name: Graydon E. Miars  
Title: Vice President

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this 14th day of October, 2020, by Graydon E. Miars, as Vice President  
of GreenPointe Holdings, LLC, a Florida limited liability company, the Administrative Member of  
GreenPointe Developers, LLC, a Delaware limited liability company, the Sole Member of Three  
Rivers Developers, LLC, a Delaware limited liability company, on behalf of the company. He (*check  
one*)  is personally known to me, or  produced valid driver’s licenses as identification.

[Signature]  
Print Name: Carrie Russell  
Notary Public, State and County Aforesaid  
My Commission Expires: 11/26/2021  
Commission Number: GG 162782



WITNESSES

“CDD”

Carolina Aristimón

Printed Name: Carolina Aristimón

Carrie Russell

Printed Name: Carrie Russell

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*

By: Liam O'Reilly  
Name: LIAM O'REILLY  
Its: CHAIRMAN

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2nd day of October, 2020, by Liam O'Reilly, as Chairman of Three Rivers Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of the district. S/He (check one)  is personally known to me, or  produced valid driver's licenses as identification.



Carrie Russell  
Print Name: Carrie Russell  
Notary Public, State and County Aforesaid  
My Commission Expires: 11/26/2021  
Commission Number: GG 162782

Exhibit "A"

A portion of Section 14 and a portion of the Robert Harrison Grant, Section 45, Township 2 North, Range 26 East, Nassau County, Florida being more particularly described as follows:

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 200 ( A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 74040-2528) WITH THE WESTERLY RIGHT OF WAY LINE OF EDWARDS ROAD ( AN 80 FOOT RIGHT OF WAY, PER OFFICIAL RECORDS 246, PAGE 196 OF THE PUBLIC RECORDS OF SAID COUNTY); THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES; COURSE NO. 1; SOUTH 51° 26'11" EAST 10.77 FEET; COURSE NO 2; SOUTH 08° 10'18" EAST, 867.32 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO 3; 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 4; SOUTH 20° 21'38" EAST, 277.95 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO 5; SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3779.72 FEET, AN ARC DISTANCE OF 947.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13° 10'38" EAST, 945.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO 6; SOUTH 05°59'38" EAST, 2470.20 FEET TO THE POINT OF BEGINNING; COURSE NO 7; CONTINUE SOUTH 05° 59'38" EAST, 164.99 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; COURSE NO 8; 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 86° 39'51" WEST, 607.88 FEET; THENCE SOUTH 77° 44' 34" WEST, 188.34 FEET; THENCE NORTH 77° 01'55" WEST, 436.23 FEET; THENCE NORTH 03° 19'09" EAST, 184.26 FEET; THENCE NORTH 85° 55'41" WEST, 128.78 FEET; THENCE NORTH 14° 22'10" WEST, 491.86 FEET; THENCE SOUTH 85° 45'32" WEST, 110.64 FEET; THENCE NORTH 07° 42'23" WEST, 99.10 FEET; THENCE NORTH 73° 03'06" EAST, 173.70 FEET; THENCE NORTH 22° 27'23" EAST, 421.59 FEET; THENCE NORTH 57° 03'47" EAST, 217.50 FEET; THENCE NORTH 70° 13'19" EAST, 132.64 FEET; THENCE SOUTH 88° 12'10" EAST, 254.78 FEET; THENCE SOUTH 39° 11'21" EAST, 197.50 FEET; THENCE NORTH 36° 26'16" EAST, 132.27 FEET; THENCE NORTH 90° 00'00" EAST, 108.18 FEET; THENCE SOUTH 24° 38'22" EAST, 107.71 FEET; THENCE NORTH 90° 00'00" EAST, 43.81 FEET; THENCE SOUTH 67° 11'45" EAST, 208.34 FEET; THENCE SOUTH 26° 01'46" EAST, 68.60 FEET; THENCE NORTH 90° 00'00" EAST, 47.08 FEET; THENCE NORTH 28° 43'22" EAST, 160.00 FEET; THENCE NORTH 70° 22'48" EAST, 122.02 FEET; THENCE NORTH 59° 00'20" EAST, 165.87 FEET; THENCE NORTH 28° 42'09" EAST, 188.28 FEET; THENCE SOUTH 89° 52'17" EAST, 68.27 FEET TO THE POINT OF BEGINNING.