

This instrument was prepared by and  
upon recording should be returned to:

Wesley S. Haber, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

**INTERLOCAL AGREEMENT BETWEEN NASSAU COUNTY AND  
THE THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
REGARDING CERTAIN PARK IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT (“Interlocal Agreement”), dated this \_\_\_\_ day of \_\_\_\_\_, 2021, is entered into by and between:

**NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “County”); and

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**, an independent special district created and existing pursuant to the provisions of Chapter 190, Florida Statutes and located within Nassau County, Florida (the “District” and, together with the County, the “Parties”).

**WITNESSETH:**

**WHEREAS**, the District was created pursuant to Chapter 190, Florida Statutes (“Act”), for the purpose of delivering certain community development services and facilities within and outside the boundaries of the District; and

**WHEREAS**, all of the lands contained within the boundaries of the District are located entirely within the boundaries of the County; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, the County and Three Rivers Timber, LLC, a Delaware limited liability company entered into that certain Development Agreement - Community Park, dated February 25, 2019, recorded in the Official Records Book 2260, Page 452 of the Public Records of Nassau County, Florida, as assigned to Three Rivers Developers, LLC, a Delaware limited liability company (“Developer”), pursuant to that certain Assignment and Assumption Agreement recorded in the Official Records Book 2283, Page 1471 of the Public Records of Nassau County, Florida (together, the “Development Agreement”); and

**WHEREAS**, at the request of Developer, the District, pursuant to its authority under the Act, intends to finance and enter into an agreement (the “Construction Contract”) for the construction of certain amenity infrastructure improvements, including a public park with ball

fields and related improvements as described in more detail on **Exhibit A** (collectively, the “Park”), which improvements are required to be provided by the Developer under the Development Agreement; and

**WHEREAS**, the County would like the Park to include the additional improvements as more particularly detailed on **Exhibit B** attached hereto, which additional improvements are not required to be provided by the Developer pursuant to the Development Agreement (the “County Improvements”); and

**WHEREAS**, in order to minimize duplication, confusion, and inefficiency in construction of related facilities, the parties are willing to enter into this Interlocal Agreement to provide for the County funding of the County Improvements; and

**WHEREAS**, Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969” (hereinafter, “Cooperation Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

**WHEREAS**, the County and the District find this Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties, and purposes authorized by law; and

**WHEREAS**, the County and the District desire to enter into this Interlocal Agreement for the purposes of exercising jointly their common powers and authority concerning construction of the Park and to specify the responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies;

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the District agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement.

**SECTION 2. CONSTRUCTION OF WORK.** In the event the District enters into the Construction Contract and includes the County Improvements in the scope of the work to be completed under the Construction Contract, the District will allow the County 10 days to review proposed construction cost quotes for final approval of County Improvements. The County agrees to make available to the District [within 45 days of invoice] such monies as necessary to enable the District to timely pay for the construction of the County Improvements. The County will make such funds available consistent with Part VII, Chapter 218, *Florida Statutes* (the “Local Government Prompt Payment Act”), upon the filing of a written request by the District, accompanied by back-up invoices, bills, or similar documentation. The funds shall be placed in the District's depository as determined by the District. The County acknowledges that the District

will have the obligation to make payment pursuant to Florida's Prompt Payment Act, and agrees to cooperate to ensure such obligation is met. The District agrees to have the contractor name the County as an additional insured on the insurance policies required by the Construction Contract.

The District acknowledges that the County shall have a right to enter upon the project site, upon reasonable notice and during reasonable hours, for the purpose of inspection of the progress of construction.

**SECTION 3. IDENTIFICATION OF IMPROVEMENTS.** The District and the County acknowledge and agree that Exhibits A and B may not accurately reflect the final version of the Park and the County Improvements, respectively. The parties agree to work cooperatively to amend this Interlocal Agreement to identify with specificity the final version and the construction costs of the Park and the County Improvements, as such improvements are phased (the "Amendment"). Should the Parties be unable to agree to the Amendment on or before the date which is thirty (30) days after the date upon which all necessary building permits are obtained for the construction of a phase of the Park, this Agreement shall not apply to that particular phase.

**SECTION 4. DISPUTES.** If the County disputes the amounts requested of it under this Interlocal Agreement, it shall provide notice of its dispute to the District within five (5) business days after receipt of the request. The parties agree to work in good faith to resolve any disputes; however, final determination of the amounts due from the County for work performed by the contractor shall be made by the District and County Public Works Director based on the original quote approved for scope of services provided and additional change orders with approvals.

**SECTION 5. FILING.** After approval of this Interlocal Agreement by the respective governing bodies of the County and the District, and its execution by duly qualified and authorized officers of each of the Parties hereto, the County shall cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court of Nassau County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes.

**SECTION 6. SOVEREIGN IMMUNITY.** Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of the District or the County 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 Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 7. GOVERNING LAW AND JURISDICTION.** This Interlocal Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Interlocal Agreement shall have venue in the Circuit Court of Nassau County, Florida. The Parties hereto waive trial by jury and agree to submit to the personal jurisdiction and venue of a court in Nassau County.

**SECTION 8. NO PLEDGE OF CREDIT OR PARTNERSHIP.** This Interlocal Agreement shall neither be deemed to pledge the credit of the County or of the District, nor to make the County an agent, co-venturer, partner, or fiduciary of the District, or vice versa.

**SECTION 9. NOTICES.** All notice pursuant to this Interlocal Agreement shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid, or recognized overnight courier (such as Federal Express) and addressed to the following addresses of record:

If to the County: Nassau County, Florida  
County Manager's Office  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097  
Attn: County Manager

If to the District: Three Rivers Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attention: District Manager

With a Copy to: Hopping, Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, FL 32301  
Attn: Wesley S. Haber

**SECTION 10. NON-WAIVER.** No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Interlocal Agreement shall be deemed or construed to constitute consent or waiver to, or of, any other breach or default in the performance of that party, of the same or any other objection of performance incumbent upon that party. Failure on the part of any party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Interlocal Agreement, at law or in equity.

**SECTION 11. CONSTRUCTION.**

(a) This Interlocal Agreement shall not be construed against any party on the basis of it being the drafter of the Interlocal Agreement. The Parties agree that all herein played an equal part in reciprocity in drafting this Interlocal Agreement.

(b) Capitalized terms contained herein shall have no more force or effect than un-capitalized terms.

(c) Captions and section headings in this Interlocal Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation or construction of meaning of this Interlocal Agreement.

**SECTION 12. TIME OF THE ESSENCE.** The Parties each agree that time is of the essence of this Interlocal Agreement.

**SECTION 13. SEVERABILITY.** If any word, phrase, sentence, part, section, subsection, or other provision of this Interlocal Agreement, or its application to any person, entity, or circumstances is specifically held to be unconstitutional, invalid, or unenforceable for any reason by a court of competent jurisdiction, then such word, phrase, sentence, part, section, subsection, or other or the proscribed application thereof, shall be severable, and the remainder of this Interlocal Agreement and the application of the provisions hereof to other persons, entities, or circumstances shall not be affected thereby and, to that end, this Interlocal Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

**SECTION 14. ENTIRE AGREEMENT, AMENDMENTS.** This Interlocal Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. The provisions, restrictions, and covenants of this Interlocal Agreement shall not be modified or amended except in written instrument executed and acknowledged by duly authorized representatives of both the County and the District and recorded in the Public Records of Nassau County, Florida.

**SECTION 15. ASSIGNMENT.** This Interlocal Agreement may not be assigned, transferred, or conveyed by the District or the County without prior written consent from the other party, except that the District may allow or require other entities to contribute to the cost of its obligations hereunder.

**SECTION 16. COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAWS.** Both the County and the District, in performing under this Interlocal Agreement, shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the local, state, and federal governments.

**SECTION 17. ACCESS TO RECORDS.** The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Interlocal Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**SECTION 18. FORCE MAJUERE.** Neither the County nor the District shall be held in non-compliance with this Interlocal Agreement, nor suffer any enforcement or penalty relating to this Interlocal Agreement, where such non-compliance or alleged default occurred or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond either party's ability to anticipate or control.

**SECTION 19. AUTHORITY TO EXECUTE.** Each of the Parties covenants to the other party that it has lawful authority to enter into this Interlocal Agreement and has authorized the execution of this Interlocal Agreement by the party's duly authorized representative.

**SECTION 20. EFFECTIVE DATE.** This Interlocal Agreement shall become effective upon filing a copy executed by both Parties with the Clerk of the Circuit Court of Nassau County, Florida.

**SECTION 21. COUNTERPARTS.** This Interlocal Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

**IN WITNESS WHEREOF,** the County and the District have each caused this Interlocal Agreement to be executed and delivered as of the date indicated above:

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

\_\_\_\_\_  
Aaron C. Bell  
Chairman, Board of County Commissioners

ATTEST:

\_\_\_\_\_

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

Title: \_\_\_\_\_

**STATE OF FLORIDA** )  
**COUNTY OF** \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2021, by Aaron C. Bell as Chairman of the Board of County Commissioners, Nassau County, Florida, a political subdivision of the State of Florida, for and on behalf of the County. He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

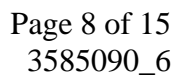
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida

ATTEST:

**THREE RIVERS COMMUNITY  
DEVELOPMENT DISTRICT**\_\_\_\_\_  
Secretary/Assistant Secretary\_\_\_\_\_  
Chairman, Board of Supervisors**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as Chairman of the Board of Supervisors of Three Rivers Community Development District, for and on behalf of the District, who is [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Florida







**Three Rivers Community County Park**  
**Design and Construction Responsibility Matrix**

**APPENDIX A**

Date: Nov. 15, 2018

Item Description	Phasing ▶ Commence Date ▶ Responsible Party	RESPONSIBILITY C = County D = Developer					
		Phase 1		Phase 2		Phase 3	
		Approval Phase 1-A		432 <sup>nd</sup> Certificate of Occupancy		863 <sup>rd</sup> Certificate of Occupancy	
		Developer	County	Developer	County	Developer	County
<b>Land</b>							
Legal	1	D	-	-	-	-	-
Survey	1	D	-	-	-	-	-
Conceptual Plan	1	D	-	-	-	-	-
Appraisal	1	D	-	-	-	-	-
Closing Cost	1	D	C	-	-	-	-
<b>Engineering Disciplines Required</b>							
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	-
<b>Land Development Components</b>							
<b>Site Support</b>							
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	-	-	-	-	-
<b>Additions</b>							
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	-	-	-	-	-



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## Three Rivers Community County Park

### Design and Construction Responsibility Matrix

## APPENDIX A

Date: Nov. 15, 2018

Item Description	Phasing ▶ Commence Date ▶ Responsible Party	RESPONSIBILITY C = County D = Developer					
		Phase 1		Phase 2		Phase 3	
		Approval Phase 1-A		432 <sup>nd</sup> Certificate of Occupancy		863 <sup>rd</sup> Certificate of Occupancy	
		Developer	County	Developer	County	Developer	County
<b>Multi-Purpose Field</b>							
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	-	-
<b>Multi-Use Field Site Amenities</b>							
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	-	-
<b>Multi-Use Trails, Nature Trails</b>							
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
<b>Trail Surface</b>							
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	-
<b>Site Amenities</b>							
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
<b>Additions</b>							
Picnic Tables	1,2,3	D	-	D	-	D	-



**Three Rivers Community County Park**  
**Design and Construction Responsibility Matrix**

**APPENDIX A**

Date: Nov. 15, 2018

Phasing ▶		RESPONSIBILITY					
		Phase 1		Phase 2		Phase 3	
		Approval Phase 1-A		432 <sup>nd</sup> Certificate of Occupancy		863 <sup>rd</sup> Certificate of Occupancy	
		Developer	County	Developer	County	Developer	County
Item Description	Commence Date ▶ Responsible Party						
<b>Playground Construction</b>							
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	-	-
<b>Playground Site Amenities</b>							
Bench	2	-	-	-	C	-	-
Trash Receptacle	2	-	-	D	-	-	-
Concrete Slab 4" thick For Bench & Pavilion	2	-	-	D	-	-	-
Bike Racks	2	-	-	-	C	-	-
<b>Concession/Restroom</b>							
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	-	-	-	-	-
<b>Finishes &amp; furnishings (FF&amp;E)</b>							
Appliances	1	-	C	-	-	-	-
Janitorial Materials	1	-	C	-	-	-	-



### Three Rivers Community County Park Design and Construction Responsibility Matrix

### APPENDIX A

Date: Nov. 15, 2018

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

**APPENDIX A**

Date: Nov. 15, 2018

		RESPONSIBILITY					
		C = County			D = Developer		
		Phase 1		Phase 2		Phase 3	
Item Description	Phasing ▶	Approval Phase 1-A		432 <sup>nd</sup> Certificate of Occupancy		863 <sup>rd</sup> Certificate of Occupancy	
	Commence Date ▶						
	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

**EXHIBIT “B”  
COUNTY IMPROVEMENTS  
TO BE COMPLETED BY DEVELOPER  
DURING PHASE I**

**A. Site Support | Lighting | (shown on Exhibit “A” as Phases 1)**

1. Site Lighting for Parking Lots

**B. Additions | (shown on Exhibit “A” as Phase 1)**

2. Water Meter
3. Non-Potable Water Meter
4. Electric Meter

**C. Multi-Purpose Field | Electrical**

5. Conduits for Sports Field Lighting (shown on Exhibit “A” as Phase 1)
6. One (1) Lightening Prediction System (shown on Exhibit “A” as Phase 2)

**D. Multi-Use Field | Site Amenities | (shown on Exhibit “A” as Phase 2)**

7. Team Bench
8. Soccer Goal
9. Bleachers 4-Row Aluminum
10. Bleachers
11. Concrete Bleacher Pad

**E. Multi-Use | Nature Trails | Lighting | (shown on Exhibit “A” as Phase 1)**

12. Site Lighting (Safety Lighting)

**F. Multi-Use | Nature Trails | Site Amenities**

13. 6’ benches
14. Signage
15. Bike Racks
16. Concrete Slab 4” thick for benches and exercise station

**G. Playground | Construction & Equipment | (shown on Exhibit “A” as Phase 2)**

17. Play Equipment (5-12 years)
18. Play Equipment (2-5 years)
19. Oodle Type Swing
20. Fall Zone / Playground Mulch 8” Thick
21. Aluminum Picket Fence 4’ Black with 4’ entry open access (no gate)
22. Lighting/Electrical

**H. Playground | Site Amenities | (shown on Exhibit “A” as Phase 2)**

23. Bench
24. Bike Racks

**I. Little League | Ball Field Construction | (shown on Exhibit “A” as Phases 1 & 2)**

- 25. 12’ Swing Gate
- 26. Yellow Top Rail Fence Cover
- 27. Scoreboard
- 28. Conduits for Sport Field Lighting
- 29. Electric for Scoreboard

**J. Baseball Field | Site Furnishings | (shown on Exhibit “A” as Phases 1 & 2)**

- 30. Bleachers (with cover)
- 31. Batting & Pitching Cages

**K. Other | Concession & Restroom Building**

- 32. Wall Material: One Color Split Faced Block with matching mortar color
- 33. Roof Material: Architectural Shingles
- 34. Mechanical: Rough-In for Mini-split A/C system sufficient in size to cool snack concession (#104) and food storage room (#103)
- 35. Insulation: Spray foam insulation (open cell)
- 36. Water Fountain: Wall mounted dual water fountain with water bottle filling station, consistent with ADA standards