

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

(This space reserved for Clerk)

Jonathan T. Johnson, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301

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**INTERLOCAL AGREEMENT FOR LANDSCAPE MAINTENANCE OF  
CERTAIN COUNTY ROAD RIGHTS-OF-WAY**

**THIS INTERLOCAL AGREEMENT** (“Interlocal Agreement”), dated this \_\_ day of October, 2018, is entered into by and between:

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

**EAST NASSAU STEWARDSHIP DISTRICT**, an independent special district created and existing pursuant to Chapter 2017-206, Laws of Florida, and the provisions of Chapter 189, Florida Statutes (the “District” and, together with the County, the “Parties”).

**RECITALS**

**WHEREAS**, the East Nassau Stewardship District (“District”) is a local unit of special-purpose government established by and existing under and pursuant to Chapter 2017-206, Laws of Florida, and the Uniform Special District Accountability Act, Chapter 189, Florida Statutes, as amended (“Act”); and

**WHEREAS**, pursuant to the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services as set forth in Section (7), *Florida Statutes*, for which the District may impose, levy, and collect non-ad valorem special assessments on land within the boundaries of the District; and

**WHEREAS**, pursuant to Section (6)(p) of the Act, the District is authorized to enter into interlocal agreements with Nassau County to exercise such powers authorized by the Act; and

**WHEREAS**, the District desires to provide for the maintenance of certain improvements consisting of, but not limited to, landscaping, trees, grass, shrubs, and other plantings, as well as irrigation systems, hardscaping, streetlights, and ancillary fixtures (collectively, “Landscaping”), within certain portions of the County owned rights-of-way along that portion of Wildlight Avenue from State Road 200/A1A to Curiosity Avenue and along that portion of Curiosity Avenue from Wildlight Elementary School to the point at which each road terminates as more particularly depicted in **Exhibit A**, attached hereto and incorporated herein by reference. (“Rights-of-Way”);  
and

**WHEREAS**, the Parties acknowledge and agree that the Rights-of-Way are owned by the County and, absent such Interlocal Agreement, the County is responsible providing routine maintenance consistent with County standards;

**WHEREAS**, the County has no objection to the District's right to provide routine and enhanced landscaping and maintenance at its own expense the County's maintenance of Landscaping within the Rights-of-Way for the benefit of the public including, but not limited to, additional mowing and edging during high growth periods, tree care, and any other maintenance activities; and

**WHEREAS**, the County and the District desire to establish and set forth in this Interlocal Agreement the maintenance responsibilities of the Parties with respect to Landscaping within the Rights-of-Way; 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 exercise jointly their common powers and authority concerning maintenance of the Rights-of-Way; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of 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. 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. LANDSCAPE MAINTENANCE RESPONSIBILITIES.** The District shall be responsible for the cost and maintenance of Landscaping within the Rights-of-Way, which maintenance may, but is not required to, include additional mowing, edging, tree and plant care, and any other maintenance activity desired by the District. In addition, the District shall be responsible for the cost of the routine removal or replacement of such Landscaping. All such installation and maintenance of Landscaping shall be within the sole discretion of the District. At all times, the District shall perform such maintenance in a manner that complies with County and State of Florida ordinances, rules, and laws and to a standard that meets or exceeds the general standards maintained by the County.

**SECTION 3. RIGHT-OF-WAY UTILIZATION PERMIT.** The County has permitted the District to install, construct, and maintain Landscaping within the Rights-of-Way that is the subject of the terms of this Interlocal Agreement prior to the date first set forth herein above.

However, in order to install or construct any additional Landscaping within the Rights-of-Way subsequent to the date of this Interlocal Agreement, the District shall be required to obtain from the County a right-of-way utilization permit, if applicable, or other written authorization prior to actually installing or constructing such additional Landscaping. Notwithstanding the above, nothing herein shall impose, or be construed so as to impose, an obligation upon the District to install additional Landscaping.

**SECTION 4. REMOVAL AND RELOCATION OF LANDSCAPING.** Landscaping within the Rights-of-Way has been, installed, constructed, and maintained in such a manner as will not interfere with the use of the facility by the public or create a safety hazard on such facility. If, as solely determined by the County in its reasonable discretion, a component of Landscaping within the Rights-of-Way interferes with the use of the roadway by the public or creates a safety hazard, then the District, at its sole expense, shall be responsible for correcting the interference or safety hazard, which action may include, but not be limited to, removing or relocating such Landscaping in such a manner so as to eliminate the interference or safety hazard, to the reasonable satisfaction and consistent with general safety standards of the County.

**SECTION 5. NO ADDITIONAL OBLIGATION OF DISTRICT CREATED.** The Parties agree that nothing in this Interlocal Agreement shall be interpreted to impose any additional obligation for the District to maintain any roadway or associated improvements constructed within the Rights-of-Way including, but not limited to, the road sub-grade, base layer, asphalt, striping, signage, gutters and curbing, fencing and retaining walls adjacent to wetland areas, and sidewalks, and all other aspects of the Rights-of-Way, except for Landscaping; provided however, decorative hardscaping previously installed within the Rights-of-Way by the District shall remain the operation, maintenance and replacement responsibility of the District.

**SECTION 6. FILING.** After approval of this 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 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 7. TERM.** The provisions, restrictions and covenants of this Interlocal Agreement shall touch and concern the land and shall be a covenant running with and binding the fee interest underlying the Rights-of-Way, whether in existence on the date hereof or constructed in the future, for a period of thirty (30) years from the date this Interlocal Agreement is made effective. No agreement to extend the term of this Interlocal Agreement shall be effective unless in a 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. Notwithstanding any of the above provisions, the County and the District shall each have the right to terminate this Interlocal Agreement, with cause, upon ninety (90) days written notice to the other party.

**SECTION 8. 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 9. INDEMNIFICATION.** To the extent permitted by Florida law, the District agrees to protect, defend, indemnify, and hold the County, its tenants, officials, officers, employees, and agents free and harmless from and against any and all third party (including employees of the District and its contractors and subcontractors) claims, liability, losses, and/or causes of action, which may arise from any negligent act or omission of the District's staff, employees, or agents (including court costs and reasonable attorney's fees) associated with or connected with, the use of the Rights-of-Way by the District and its contractors and subcontractors for the purposes set forth herein, including ingress and egress thereto.

**SECTION 10. 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 be venued 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 11. 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 12. NOTICE.** 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:

**A. If to the District:** East Nassau Stewardship District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

**With a copy to:** Hopping Green & Sams PA  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the County:** Nassau County, Florida  
Office of Engineering Services  
96161 Nassau Place  
Yulee, Florida 32097  
Attn: Becky Bray

**SECTION 13. 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 14. 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 15. TIME OF THE ESSENCE.** The Parties each agree that time is of the essence of this Interlocal Agreement.

**SECTION 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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.

**SECTION 24. 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.

*[Signatures pages follow.]*

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT FOR  
LANDSCAPE MAINTENANCE OF CERTAIN  
COUNTY ROAD RIGHTS-OF-WAY**

**IN WITNESS WHEREOF**, the Parties have caused this Interlocal Agreement to be made and executed as of the day and date first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
PAT EDWARDS  
Its: Chairman

ATTEST AS TO CHAIRMAN’S SIGNATURE:

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

Approved as to form by the Nassau County Attorney:

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

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT FOR  
LANDSCAPE MAINTENANCE OF CERTAIN  
COUNTY ROAD RIGHTS-OF-WAY**

**IN WITNESS WHEREOF**, the Parties have caused this Interlocal Agreement to be made and executed as of the day and date first above written.

**WITNESSES**

**EAST NASSAU  
STEWARDSHIP DISTRICT**

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

By: \_\_\_\_\_  
Michael Hahaj  
Chair, Board of Supervisors

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

ATTEST:  
  
By: \_\_\_\_\_  
Secretary/Assistant Secretary

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

Before me the undersigned notary public personally appeared Michael Hahaj, the Chair of the East Nassau Stewardship District. He is personally known to me or has produced a valid driver's license as identification, this \_\_\_\_ day of \_\_\_\_\_, 2018.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_



## Exhibit A

### Wildlight Avenue and Curiosity Avenue

