

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

CM2979-A2

(This space reserved for Clerk)

Michelle K. Rigoni, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR LANDSCAPE MAINTENANCE OF
CERTAIN COUNTY ROAD RIGHTS-OF-WAY**

This Second Amendment (“Second Amendment”), dated this ____ day of _____, 2025,
is entered into by and between:

NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida (the
“**County**”), whose address is 96135 Nassau Place, Suite 1, Yulee, FL 32097; 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, whose address is c/o Wrathell, Hunt & Associates,
LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “**District**” and,
together with the County, the “**Parties**”).

RECITALS

WHEREAS, the Parties previously entered into that *Interlocal Agreement for Landscape
Maintenance of Certain County Road Rights-Of-Way* dated May 24, 2021, and recorded in the
Official Records Book 2468, Page 1686 of the Public Records of Nassau County, Florida (the
“**Original Agreement**”); and

WHEREAS, pursuant to the Original Agreement the District agreed 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 those portions of Wildlight Avenue and Curiosity Avenue as identified in the Original
Agreement; and

WHEREAS, the Original Agreement, as recorded, inadvertently did not include the
Exhibit A identified therein, which more particularly depicted the portions of County-owned
rights-of-way subject to that Original Agreement; and

WHEREAS, the Parties entered into that *First Amendment* to the Original Agreement,
dated June 10, 2024 and recorded in the Official Records Book 2719, Page 8 of the Public

Records of Nassau County, Florida (the “**First Amendment**”), to include Exhibit A from the Original Agreement and to add additional portions of Wildlight Avenue extension, Curiosity Avenue, and Crosstown Boulevard as depicted in Composite Exhibit A to the First Amendment; and

WHEREAS, the County now owns additional rights-of-way, including portions of Still Quarters Road, Glover Lane, and Public Right of Way, all as more particularly depicted in **Composite Exhibit A** attached hereto and incorporated herein by reference (collectively, including the previously identified rights-of-way in the Original Agreement and First Amendment, the “**Rights-of-Way**”); and

WHEREAS, the District desires to provide for maintenance of Landscaping along the Rights-of-Way; and

WHEREAS, pursuant to Section 17 of the Original Agreement (together with the First Amendment and Second Amendment, the “**Agreement**”), the Parties desire to amend the Agreement to provide for same.

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 herein and form a material part of this Second Amendment.

SECTION 2. AFFIRMATION OF ORIGINAL AGREEMENT. The Original Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 3 of this Second Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions remain in full effect and fully enforceable and all such remaining terms and conditions of the Agreement, without limitation, are hereby adopted, reaffirmed and incorporated as if restated herein.

SECTION 3. AMENDMENTS TO THE AGREEMENT. Pursuant to Section 17 of the Original Agreement, the following amendments are made:

(a) Exhibit A to the Original Agreement is hereby amended, supplemented and superseded in its entirety by **Composite Exhibit A** attached to this Second Amendment. Wherever the Agreement refers to “Rights-of-Way”, the term shall refer to those portions of County-owned rights-of-way as depicted in **Composite Exhibit A** attached to this Second Amendment.

SECTION 4. CONFLICTS; DEFINED TERMS. To the extent that the terms of the Agreement conflict with the terms set forth in Section 3 above, the terms of this Second Amendment shall control. Any capitalized terms not otherwise defined in this Second Amendment shall have the meanings set forth in the Original Agreement.

SECTION 5. EFFECTIVE DATE. This Second Amendment shall take effect upon filing a copy executed by both Parties with the Clerk of the Circuit Court of Nassau County.

[Remainder of this page intentionally left blank]

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

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

A.M. “Hupp” Huppmann
Chairman, Board of County Commissioners

Attest as to authenticity of the
Chair’s signature:

Mitch L. Keiter
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

STATE OF FLORIDA)
COUNTY OF NASSAU)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by **A.M. Huppmann** 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. She/he is ☐ personally known to me or ☐ has produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

**EAST NASSAU
STEWARDSHIP DISTRICT**

Print Name: _____
Address: _____

Mike Hahaj
Chairman, Board of Supervisors

Print Name: _____
Address: _____

ATTEST:

Name: _____
Title: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this __ day of _____, 2025, by **MIKE HAHAJ** as Chairman of the Board of Supervisors of East Nassau Community Stewardship District, a political subdivision of the State of Florida, for and on behalf of the County. She/he is ☐ personally known to me or ☐ has produced _____ as identification.

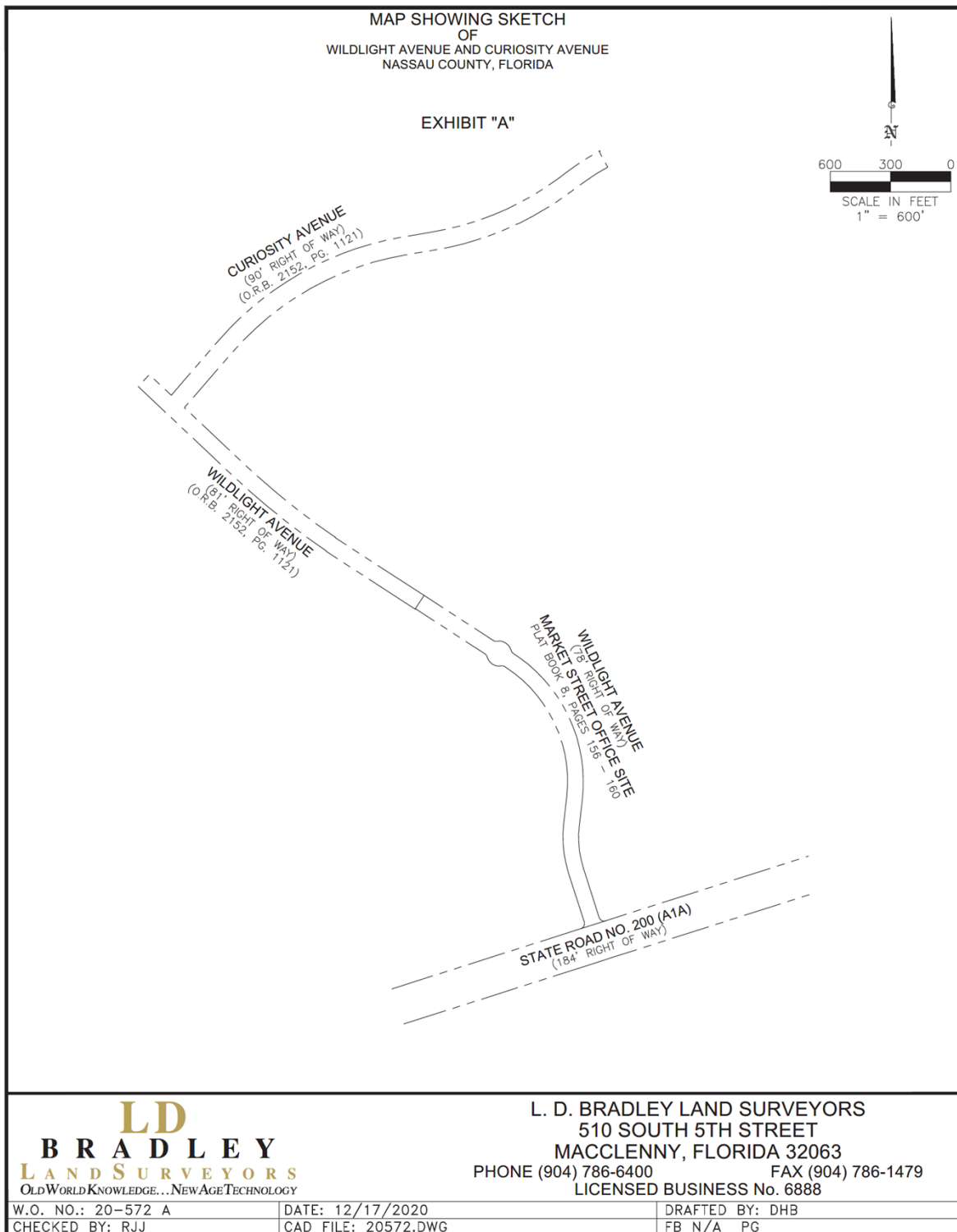
NOTARY STAMP:

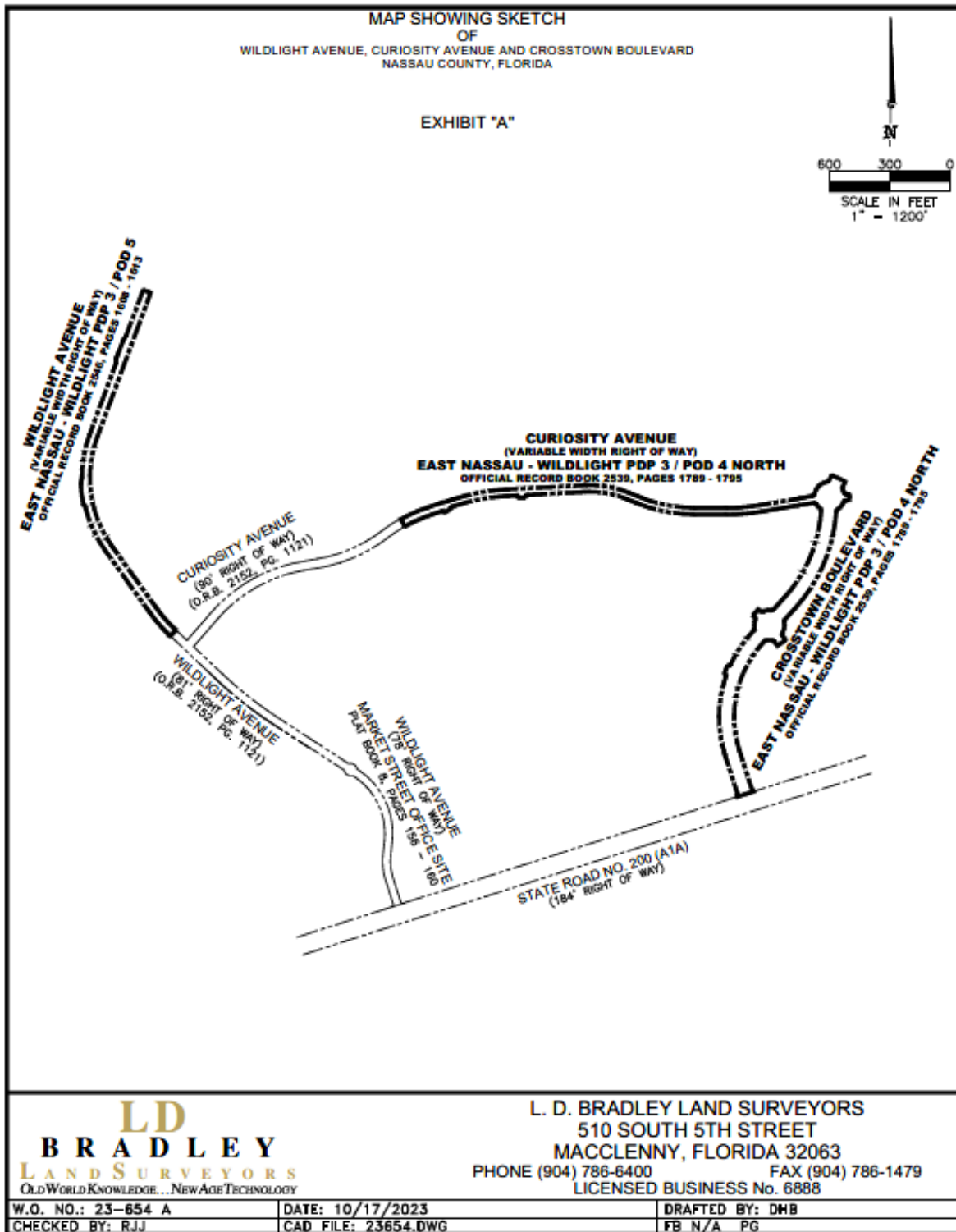
Signature of Notary Public

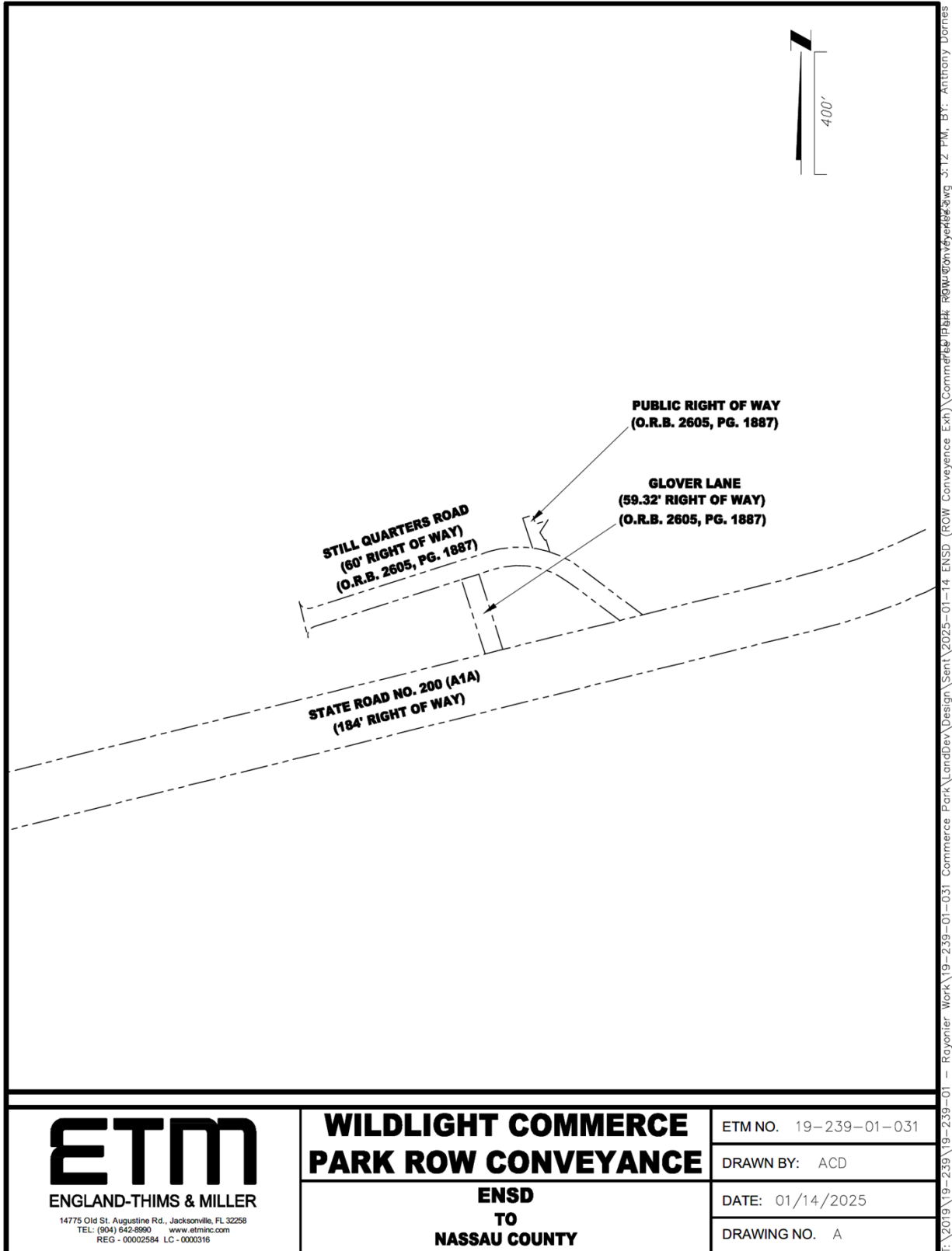
Printed Name of Notary Public

COMPOSITE EXHIBIT A
Map of Rights-Of-Way

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ETM

ENGLAND-THIMS & MILLER

14775 Old St. Augustine Rd., Jacksonville, FL 32258
TEL: (904) 642-8960 www.etmnc.com
REG - 00002584 LC - 0000316

**WILDLIGHT COMMERCE
PARK ROW CONVEYANCE**

**ENSD
TO
NASSAU COUNTY**

ETM NO. 19-239-01-031

DRAWN BY: ACD

DATE: 01/14/2025

DRAWING NO. A

F:\2019\19-239-01-031 Commerce Park Row Conveyance\Design\Sent\2025-01-14 ENSD (ROW Conveyance) Ext\Commaled P&E ROW Conveyance.dwg 3:12 PM, BY: Anthony Dornes