

NASSAU COUNTY ROAD DEPARTMENT

DATE: 10-08-93

PRIVATE ROAD MAINTENANCE COST - INITIAL SETUP

ROAD NAME: FRANKLIN ROAD

District # FOUR

Location: OFF ANDREWS ROAD, NORTH

LENGTH: 0.50

LABOR:	HOURS	RATE	TOTAL
Grader Operator	2.5	11.38	28.45
TOTAL LABOR			<u>28.45</u>
MATCHING FUNDS ON LABOR:			7.23
EQUIPMENT:			
Grader	2.5	23.00	57.50
TOTAL EQUIPMENT:			<u>57.50</u>
MATERIAL(s):			_____
TOTAL MATERIAL(s):			0.00
SUB TOTAL			\$93.18
Additional 5% - Administrative Cost			4.66
GRAND TOTAL:			<u><u>\$97.84</u></u>

Cost for Subsequent Grading (1 time only):

LABOR	HOURS	RATE	TOTAL
Grader Operator	0.50	11.38	\$ 5.69
MATCHING FUNDS ON LABOR:			1.45
EQUIPMENT:	0.50	23.00	11.50
Grader			_____
SUB. TOTAL			\$18.64
Additional 5% - Administrative Cost			.93
GRAND TOTAL			<u><u>19.57</u></u>

INITIAL SETUP + ONE GRADING \$117.41

ROAD AGREEMENT

WHEREAS, the Board of County Commissioners has established a policy that addresses the maintenance of private dirt roads on a fee basis; and

WHEREAS, the Board of County Commissioners finds that the maintenance of those roads is in the best interest of the citizens of Nassau County; and

WHEREAS, the property owners are required to execute this agreement, prior to commencement of maintenance of the road.

NOW, THEREFORE, for and in consideration of Ten (\$10.00) Dollars, the parties agree as follows:

1. This agreement is for the maintenance of FRANKLIN road, a private road.

2. The property owners whose names appear as signatories of this Agreement hereby assert that they are the rightful and legal title holders of their respective properties and the road itself and they are authorized to execute this document.

3. The signatories acknowledge and agree that the cost of maintenance by the County for FRANKLIN road is \$ 97.84 for initial setup and \$ 19.57 per ~~month~~^{GRADING} or as designated by the County Engineer, based upon the frequency of the maintenance.

4. The monthly (maintenance) cost shall be borne by each property owner, based upon whatever formula that is agreed upon by the property owners.

5. The monthly amount/required fee shall be collected by the property owners and paid to the County at least five (5) days prior

to the actual maintenance work being performed each month. The failure to tender the monies due each month/time shall cause the agreement to terminate.

6. Each title holder which abuts FRANKLIN road must sign this agreement and the failure of all the title holders to sign this agreement shall cause this agreement to be null and void.

7. The undersigned property owners hereby grant to Nassau County authority to enter upon FRANKLIN road for the term of this agreement for purposes of maintenance of said road. The right to enter upon said road shall include the right to enter and encroach upon the individual property owners property as and for the maintenance of the private road. Said encroachment shall be as required by the County for the grading and maintenance of said road.

8. Each property owner hereby agrees to indemnify and hold the County and its employees harmless from any and all liability as a result of the grading and maintenance performed on FRANKLIN road. Said indemnification and hold harmless acknowledgement applies to each signatories real property as well as to any legal action which occurs due to accidents which occur on FRANKLIN road.

9. FRANKLIN Road is owned by the signatories indicated hereon and all of the signatories hereto hereby assert

that they have the authority and right to request that the County maintain FRANKLIN Road pursuant to the terms of this Agreement.

10. Upon receipt of a signed copy of this agreement, by each property owner, and first month's required/maintenance payment, the County Engineer shall present said agreement to the Board of County Commissioners for their execution.

11. Upon the execution by the Board of County Commissioners, the County Engineer shall select the date each month for maintenance of the road and notify the property owner.

12. Should the property owners fail to comply with the provisions of this agreement, the agreement shall immediately terminate.

13. The term of this agreement shall be for one (1) year commencing on 12-01-93 and terminating on 12-01-94. This Agreement shall be reviewed at least thirty (30) days prior to the termination date. The Board may extend the terms of this Agreement pursuant to an agreement between the parties and the Board.

14. The parties understand and agree that this Agreement shall not create any prescriptive right in said roadway whereby the road would be deemed to be a public road. In addition, FRANKLIN road shall not be deemed to be dedicated to the public pursuant to Florida Statutes, Section 95.361. Florida Statutes, Section 95.361, states that the roads are presumed to be dedicated when constructed by a County and are maintained or repaired continuously

and uninterruptedly for four (4) years by the County.

15. ALL THE SIGNATORIES TO THIS AGREEMENT HEREBY ACKNOWLEDGE AND AGREE THAT THEY HAVE READ THIS AGREEMENT AND AGREE WITH THE REPRESENTATIONS SET FORTH HEREIN AND FREELY AND VOLUNTARILY ACCEPT THE PROVISIONS HEREOF.

PROPERTY OWNERS

Dewey Franklin Jr.

ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY,
FLORIDA

ATTEST:

T. J. Greeson by
Janna L. Cason D.C.
T. J. GREESON
ITS: EX-OFFICIO CLERK

James B. Estess
ITS CHAIRMAN

CONTACT PERSON:

Dewey Franklin

NAME

Rt. 1, Box 43, Hilliard, Fl 32046

ADDRESS

845-3577

TELEPHONE NUMBER

OFFICIAL RECORDS

141 597

REC'D MAR - 1 1978

RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that D. W. Franklin Jr., whose post office address is Rt. 1, Hilliard, Fla. Clayton A. Bell, whose post office address is: Rt. 1, Callahan, Fla.; Willie R. Gelger, whose post office address is Rt. 1, Hilliard, Fla.; Mr. and Mrs. Huey P. L. Baustert, whose post office address is: 1297 Richard Rd., Doonatur, Ga. 30052; Mr. and Mrs. Bert Gelger Jr., whose post office address is Rt. 1, Pine Mt. Cir., Kennesaw Ga. 30144 in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do hereby grant to D. W. Franklin Jr., whose post office address is Rt. 1, Hilliard, Fla., a right-of-way 30 feet in width to be used for the construction, operation and maintenance of a road, in over, upon and across the following described lands situated in the County of Nassau and State of Florida and more particularly described as follows:

All that certain tract, lot or parcel of land situate lying and being in Section 25, Township 4 North, Range 23 East, and more fully described as follows:
Begin at a point where the West boundary line of Lot 51 and the Andrews County Road meet and run North 30 feet in width down the West boundary line of Lot 51, and 52 to the North boundary line of Lot 52, thence beginning at a point at the Southeast corner of Lot 52 and run North 15 feet in width down the West boundary line of Lot 52, 53, 54, 55, 56, 57, 58, 59, 60, and 61 to the South line of Lot 62, thence beginning at a point at the Northeast corner of Lot 56 and run South 15 feet in width down the East boundary line of Lot 56, 57, 58, 59, 60, 61, 62, 63, and 64 to the North line of Lot 45. Said right-of-way 30 feet in width.

together with the right and privilege to reconstruct, improve, alter, improve, graded such road on the right-of-way above described, with all rights and privileges necessary or convenient for the full enjoyment of the use thereof for the above-mentioned purposes, including the right to cut and keep clear all trees and undergrowth and other obstructions within said right-of-way that may interfere with the proper construction, operation and maintenance of said road.

The Grantors, however, reserve the right and privilege to use the above-described right-of-way for any and all purposes, including all rights and privileges necessary or convenient for the full enjoyment of the use thereof, and also including the right to ingress and egress on said right-of-way at will. IN WITNESS WHEREOF, the Grantors have executed this agreement this 3 day of July, 1972

Signed, sealed and delivered in the presence of:

Clayton A. Bell
(SEAL)

Willie R. Gelger
WITNESS

Signed, sealed and delivered in the presence of

James M. Fleming
WITNESS
John Brown
WITNESS

COUNTY OF *Alfalfa*
STATE OF *Nebraska*

I HEREBY CERTIFY, that before me the undersigned Notary Public duly authorized in the County aforesaid and State aforesaid to take acknowledgments of instruments, on this day personally appeared Mr. and Mrs. Huey P. L. Baister well known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed the same, for the uses and purposes therein set forth and expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of *August*, 1872.

George M. Baister
NOTARY PUBLIC
STATE OF NEBRASKA

Benjamin Baister Jr. (SEAL)
Mrs. Ben Baister (SEAL)

Signed, sealed and delivered in the presence of
John Brown
WITNESS
John Brown
WITNESS
COUNTY OF *Alfalfa*
STATE OF *Nebraska*

I HEREBY CERTIFY, that before me the undersigned Notary Public duly authorized in the County aforesaid and State aforesaid to take acknowledgments of instruments, on this day personally appeared Mr. and Mrs. Bert Gager Jr. well known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed the same, for the uses and purposes therein set forth and expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of *July*, 1872.



FILED AND RECORDED
IN OFFICE
1973 MAR - 1 AM 10:43
D. O. OXLEY
CLERK CIRCUIT COURT
NASSAU COUNTY, FLA

COUNTY OF KANSAS

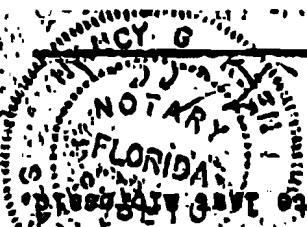
STATE OF FLORIDA

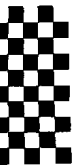
(SEAL)

No. 0634 P. 9

I, **HERBERT C. CLAYTON, JR.**, the undersigned Notary Public duly authorized in the County of **FLORIDA** and State of **FLORIDA**, on this day personally appeared **D. W. Franklin Jr., Clayton A. H. Geller**, well known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged to and before me that they executed the same, for the use and purpose therein set forth and expressed.

WITNESS MY HAND and official seal in the County and State last aforesaid, this 2 day of July, 1972.





Fax Cover Sheet

10 Pages

From: Tammy Conley
Nassau County Road and Bridge
37356 Pea Farm Road
Hilliard, FL 32046

To: Joyce

Comments

Note: Rates have increased
Since this original Set-up.

Any questions please call me @ 904-845-3610

Thanks and have a great day !!!