

NASSAU COUNTY ROAD DEPARTMENT

03/11/96

PRIVATE ROAD AGREEMENT: **MARSH HEN LANE PVT.**

LENGTH: .2 MILE

Explanation of work: Hauling in half & half, spread fill, and grade road

LABOR COST:	Position	Hours	Cost	Extention	Total
	Danny Pittman	1.00	12.74	12.74	
	John F. Cooner, III	0.25	13.06	3.27	
	(1) Driver	1.50	10.53	15.80	
Total Labor:					31.80

EQUIPMENT COST:	Hours	Cost	Extention	Total
Grader	1.00	23.00	23.00	
Payloader	0.25	23.00	5.75	
(1) Dump trucks	1.50	28.00	42.00	
Total Equipment:				70.75

MATERIALS:	Yards	Cost	Extention	Total
(3) Loads of half/half	36.00	0.75	27.00	
Total Materials:				27.00

ADMINISTRATIVE COST (5%) 6.48

GRAND TOTAL 136.03

2022

156.25

*ypc. 3-18-96
cler 562*

APPROVED

DATE 3/25/96

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 Marsh Hen Lane Ext. 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 Marsh Hen Lane Ext. road is \$ 136.03 for initial setup and \$ 20.22 per month/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 Marsh Hen Lane Ext. 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 Marsh Hen Lane Ext. 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 Marsh Hen Lane Ext. 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 Marsh Hen Lane Ext. road.

9. Marsh Hen Lane Ext. 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 Marsh Hen Lane Ext. 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 MARCH 18,1996 and terminating on MARCH 18,1997. 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, Marsh Hen Lane Ext. 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

<u>Ray E. Hill</u>	_____
<u>Joseph A. Vincent</u>	_____
<u>John A. Clark</u>	_____
_____	_____
_____	_____
_____	_____

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

ATTEST: T. J. Greeson by J. J. Greeson
J. J. Greeson Deputy Clerk Chairman
 ITS: EX-OFFICIO CLERK ITS CHAIRMAN

CONTACT PERSON: Mr. Joel Clark
 NAME
663 Marsh Hen
 ADDRESS
321-2116
 TELEPHONE NUMBER

JOEL A. CLARK, JR.
JORETTA G. CLARK
663 MARSH HEN LANE
FERNANDINA BEACH, FL 32034

562

63-2/630
00374

3/18 19 96

PAY TO THE ORDER OF BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY

\$ 156 ²⁵/₁₀₀ XX

One hundred and fifty-six and ²⁵/₁₀₀ DOLLARS

FIRST UNION

First Union National Bank
of Florida
Fernandina Beach, Florida
24 Hour Information Service
1-800-735-1012

Benefit
Banking

FOR

Recal work

Joel A. Clark, Jr.

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