

A G R E E M E N T

THIS AGREEMENT entered into this 11th day of March, 2002, by and between the **NORTH HAMPTON ASSOCIATION, INC.**, hereinafter referred to as "North Hampton", and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of **Florida**, hereinafter referred to as "County.

FOR and IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. North Hampton, its successors and assigns, shall be solely responsible for the maintenance of the landscaping, associated irrigation systems, and project signage located within the right-of-way and associated easements as set forth on the attached Exhibit "A". Exhibit "A" is identified as the approved "North Hampton-A1A Entrance Landscape Plan, Sheet LS2, as prepared by Basham Design Group, Inc., dated June 20, 2000.

2. North Hampton, its successors and assigns, indemnifies and holds harmless the County, including its officers, agents and employees, from any and all liability whatsoever, as a result of the maintenance of the landscaping, associated irrigation systems, and project

signage. Said indemnification includes attorney's fees and costs associated with any litigation.

3. North Hampton, its successors or assigns, shall maintain the landscaping pursuant to standards to be established by the County.

4. County may enforce this Agreement through specific performance and any and all legal and equitable remedies.

5. County shall allow North Hampton to place project signage and landscaping with associated irrigation, subject to County approval, in the area indicated on the attached Exhibit "A", based upon the terms of this Agreement. County shall have the right to allow additional signage on the property set forth in Exhibit "A" to accommodate future development. Should the County allow additional signage, this Agreement shall be modified to specifically set forth the signage and the responsible party for maintenance. Any future signage allowed shall be consistent with the design standards established by North Hampton.

6. Should the County have to seek enforcement of this Agreement, and if they are the prevailing party, they shall be entitled to attorney's fees and costs.

7. The Agreement may be further modified with the

consent of both parties.

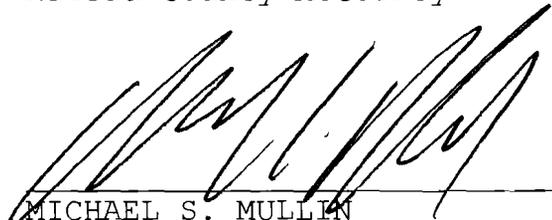
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
NICK D. DEONAS  
Its: Chairman

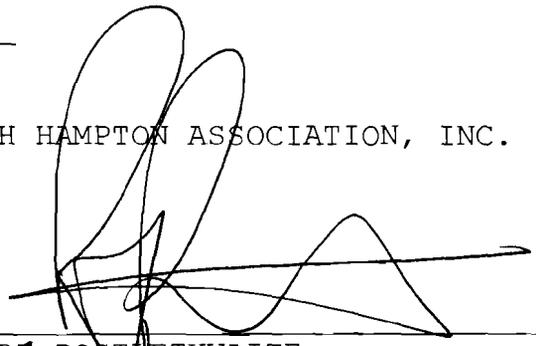
ATTEST:

  
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

  
MICHAEL S. MULLEN

NORTH HAMPTON ASSOCIATION, INC.

  
ROGER POSTETHWAITE  
Its: President

h/anne/agreements/north-hampton-right-of-way

Full Landscape Map located in  
 Box #1101  
 Contracts and Agreements  
 A-Z-2001-2001

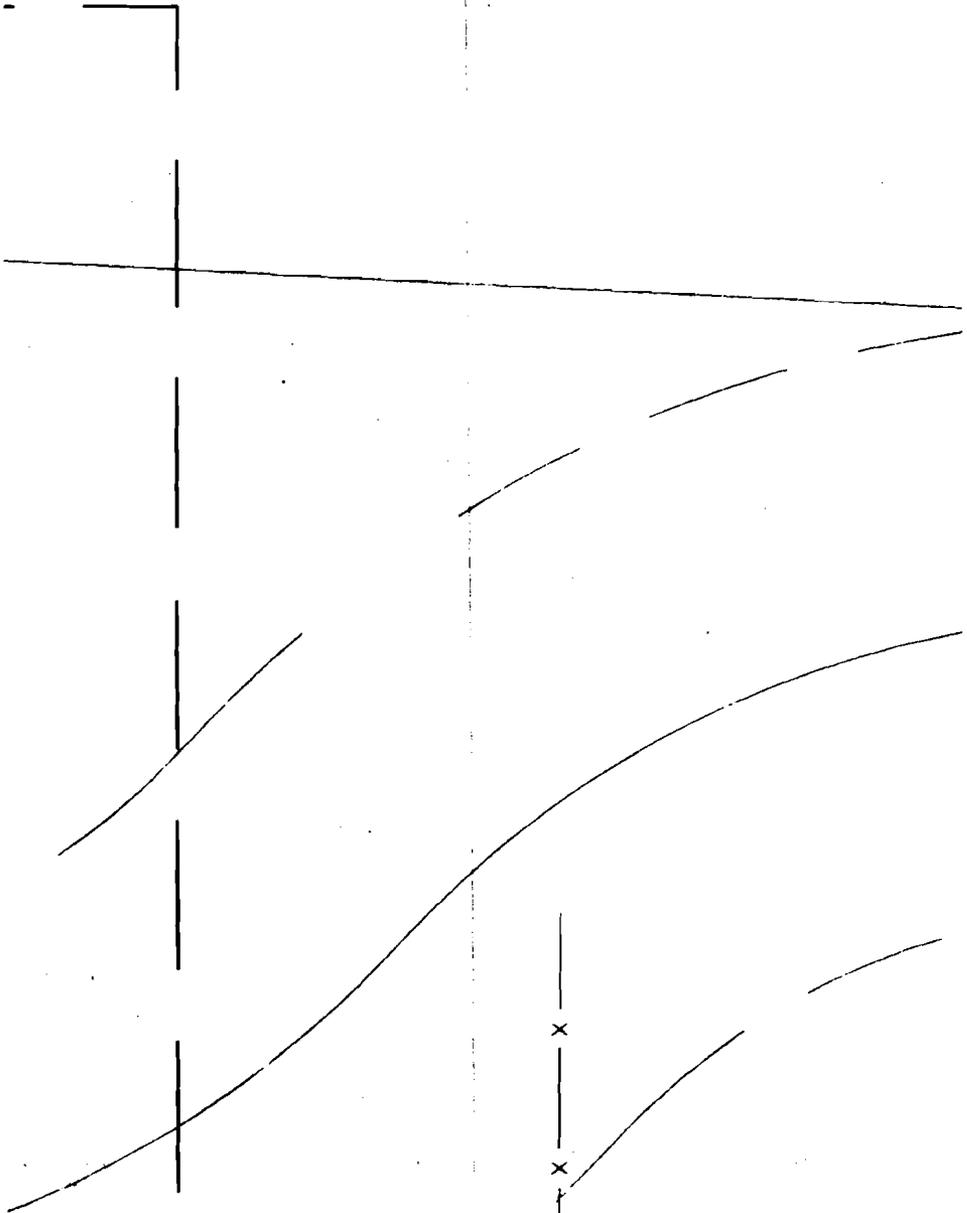
**REVISIONS**

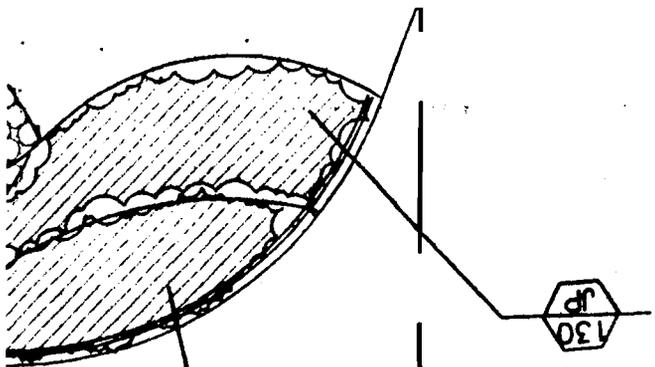
NO.	DATE	DESCRIPTION	BY
1	4-14-00	sidewalk rev.	psd

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**SHAMPTON**  
**COUNTY, FLORIDA**  
**LANDMAR RESORTS INC.**

ANCE LANDSCAPE PLAN





130 JP

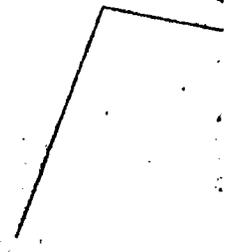
180 LA

A1A

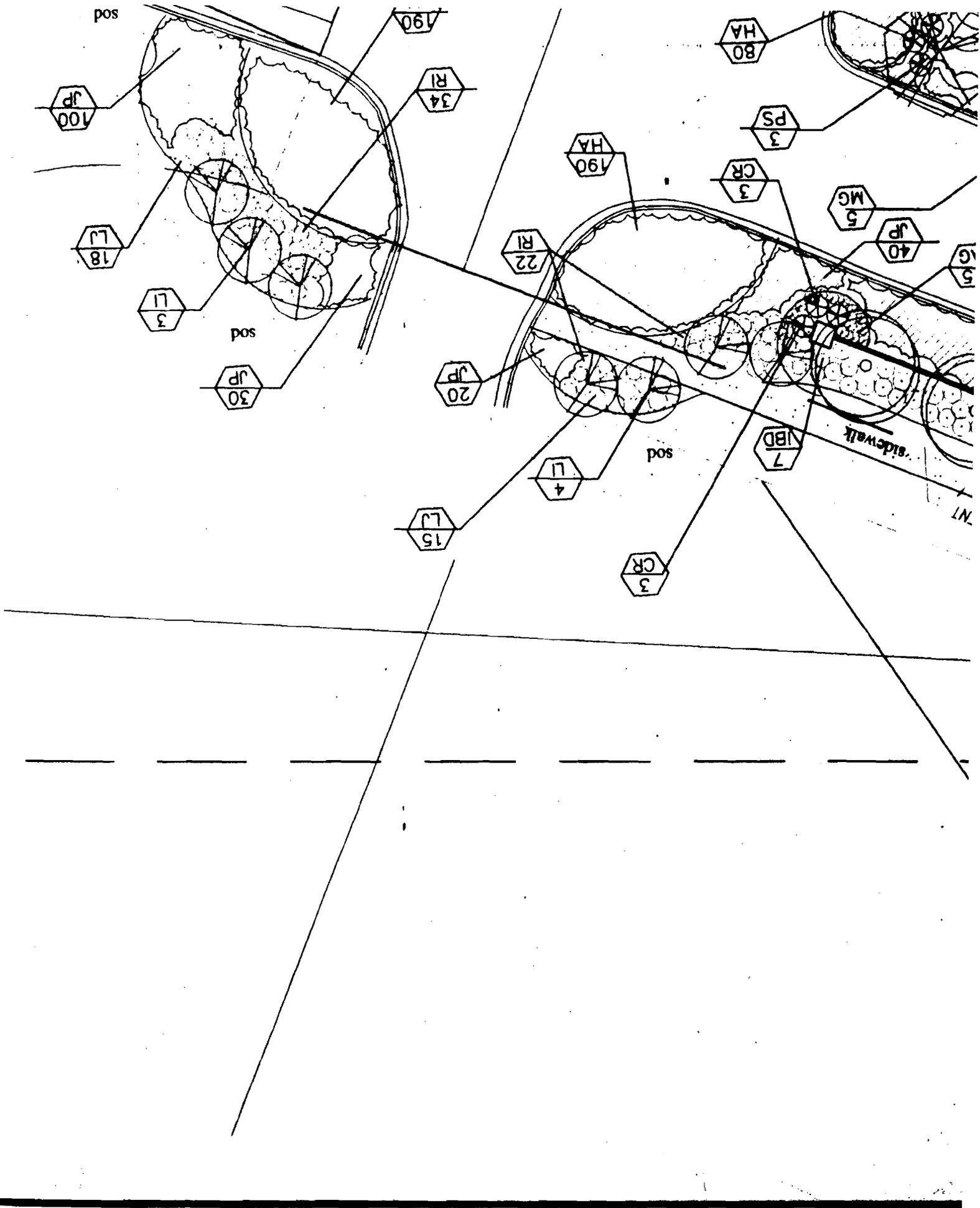


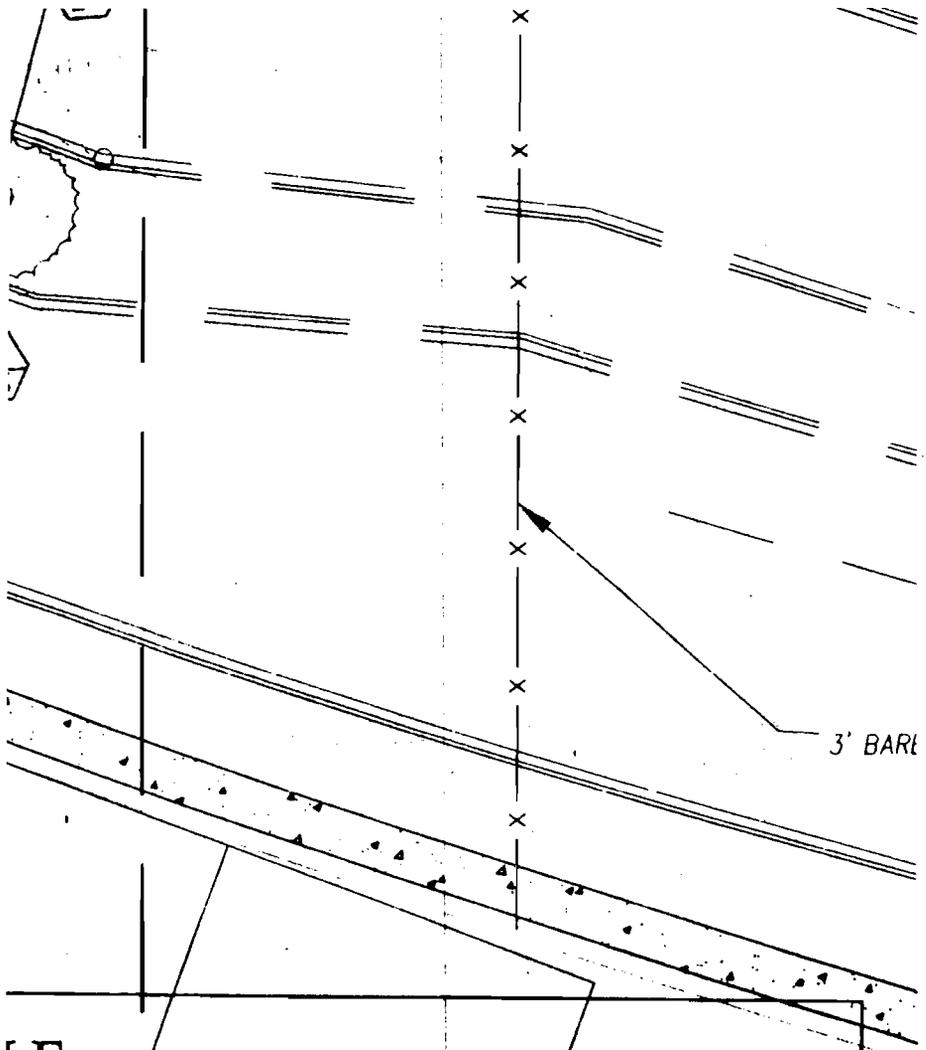
100 AA

100









3' BARI

LE

**REMARKS/SIZES**

- 4" pots @ 8" o.c.
- 24" - 30" 3' o.c.
- 15" - 18" hts. 18" o.c.
- Spec. head 4' wide
- 18" o.c. 10-15 bib clumps
- 18" - 24" hts. 2.5' o.c.
- 6" - 8" hts. 12" o.c.
- 18" spread, 2' o.c.
- 18" - 20" hts, 18" o.c. full clumps
- 10' - 12' hts. 3 trunks min., Wm Toovey
- 24" - 30" hts., 3' o.c.
- Full spec. 10' - 12' hts., 5' c.t.
- 16-18" hts., 5" cal. spec.
- 4" cal. 14' - 16' hts.
- 30" - 36" hts. sun grown
- 15" - 18" hts, 2' o.c.

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s



**BASHAM**  
DESIGN GROUP, INC.

ARCHITECTURE · LANDSCAPE · SIGNAGE

8850-A GOODBY'S EXECUTIVE DR.  
JACKSONVILLE, FLORIDA 32217-4674  
(904) 731-2323 FAX (904) 731-2699  
E-mail: TheGroup@Bashamdesign.com

Exh "A"

DRAWN BY  
C.S.D.

CHECKED BY  
P.M.B.

DATE  
JUNE 20, 2000

JOB NO.  
98-108G

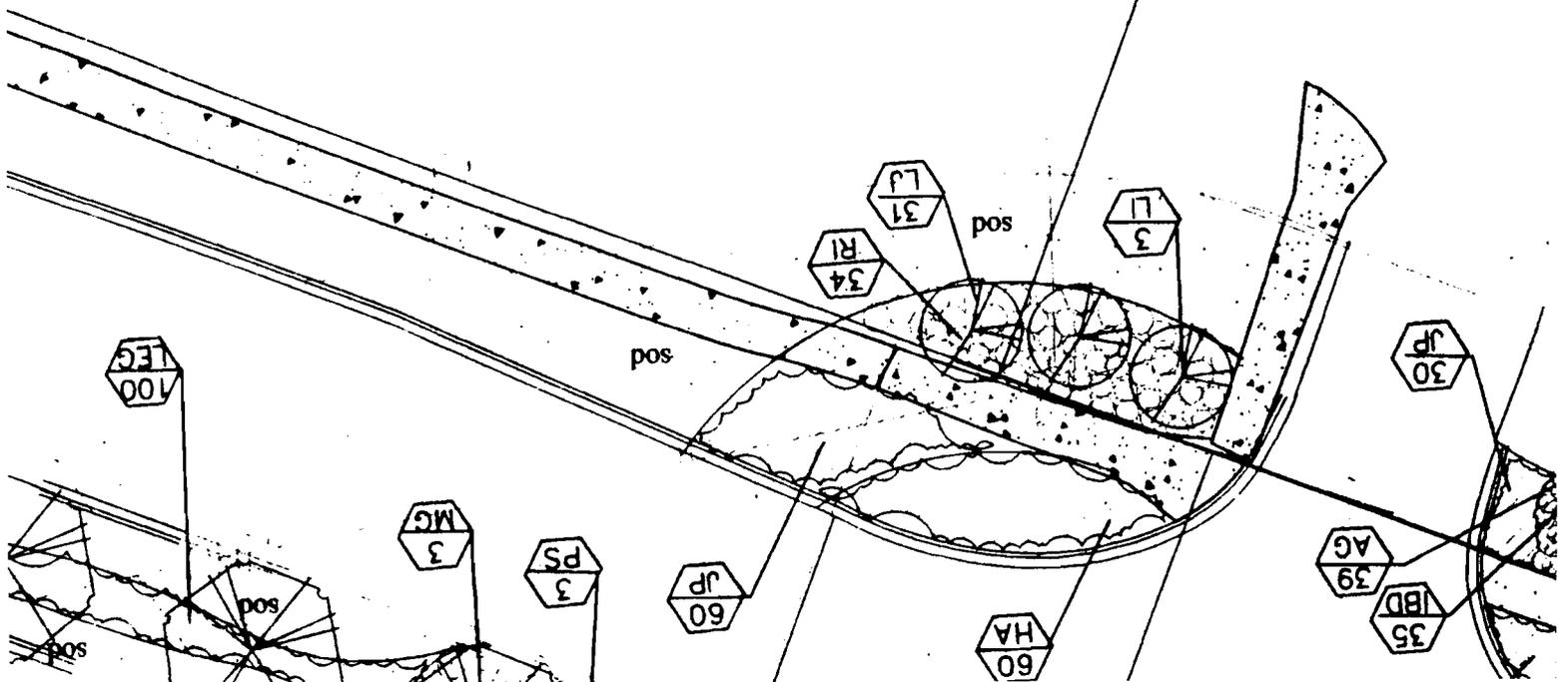
SHEET NO.  
LS2

OF 3 SHEETS

SOD: *Stenochytrium secundatum* Florain St. Augustine 3" X 1" X 2" Fresh cut  
 MULCH: GRADE "A" CYPRESS MULCH 3" THICK ALL PLANTED BEDS

COL	BOTANICAL	KEY	QTY.
Seas	Annuals	AA	100
Form	<i>Azalea formosa</i>	AF	206
Agri	<i>Agapanthus Africanus</i>	AG	252
Sago	<i>Cycas revoluta</i>	CR	18
Day	<i>Hemierocallis allapatan</i>	HA	670
Dwa	<i>Ilex burfordi Dwarf</i>	IBD	209
Blue	<i>Juniperus Blue Pacific</i>	JPB	230
Park	<i>Juniperus parsonii</i>	JP	1060
Giant	<i>Liriope evergreen Giant</i>	LEG	900
Crep	<i>Lagerstroemia indica</i>	LI	18
Ligu	<i>Ligustrum japonica</i>	LJ	64
Patio	<i>Ligustrum Patio Tree</i>	LP	3
Magi	<i>Magnolia grandiflora</i>	MG	8
Brad	<i>Pyrus calleryana Bradford</i>	PCB	12
Philo	<i>Philodendron sellowian</i>	PS	28
India	<i>Raphiolepis indica</i>	RI	195

# NORTH HAMPTON AIA MAIN ENTRANCE PLANT SCI



EXISTING SIGN

PROPERTY EASEMENT (O.R.B. 550, PAGE 514)

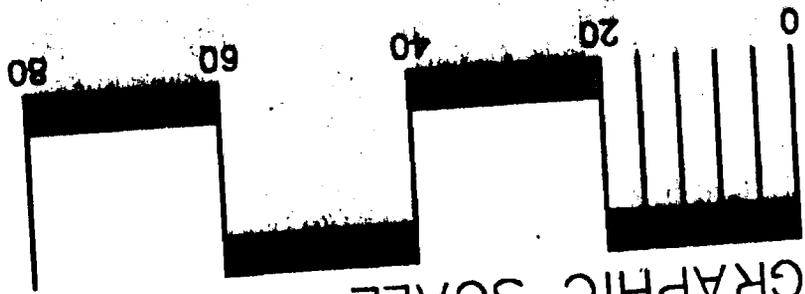


THESE PLANS REFLECT IMPROVEMENTS THAT MAY REQUIRE SPECIAL PERMITS, VARIANCES OR OTHER APPROVALS REQUIRED BY LOCAL AND STATE ENGINEERING OFFICIALS. THE CONTRACTOR AND/OR OWNER ARE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROPRIATE PERMITS REQUIRED FOR CONSTRUCTION OF THESE IMPROVEMENTS, PRIOR TO ANY CONSTRUCTION.

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ENTRANCE LANDSCAPE PLAN

SCALE : 1" = 20'



GRAPHIC SCALE

