

TEMPORARY CONSTRUCTION AGREEMENT

THIS AGREEMENT dated this 9th day of March, 2004, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the **State of Florida**, hereinafter referred to as the "County", and **WILLIAM & DAWN FARRELL**, whose address is **1616 OCEAN FOREST DRIVE, FERNANDINA BEACH, FLORIDA 32034**, hereinafter referred to as "Grantor".

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

1. Grantor hereby grants to the County a temporary construction easement to the real property set forth in the attached Exhibit "A".

2. This temporary construction easement shall be in full force and effect for three (3) months from the date of commencement of construction.

3. County shall have the right to extend the temporary construction easement for one (1) additional three (3) month period upon written notification to Grantor. Grantor will be compensated a rate of forty one and 67/Dollars (\$41.67) for each day the easement is extended.

4. This Temporary Construction Easement is required in order to correct invert and elevation errors, made by a Contractor under contract with Nassau County, while installing the storm drainage pipe as part of the County's overall Scott Road Roadway & Drainage Improvements project.

5. The County agrees to restore the area of the easement with sod of equal type.

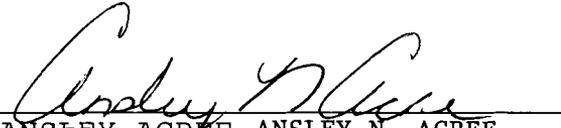
6. The County agrees to maintain staked erosion control protection throughout the duration of the project.

7. Grantor acknowledges receipt of the sum of \$8,536.32 from the County and further acknowledges that Grantor is responsible for the replacement of all affected improvements previously negotiated and accepted by the Board of County Commissioners as set forth in Exhibit "B".

8. Grantor has read this Agreement and understands the provisions set forth herein.

9. Time is of the essence.

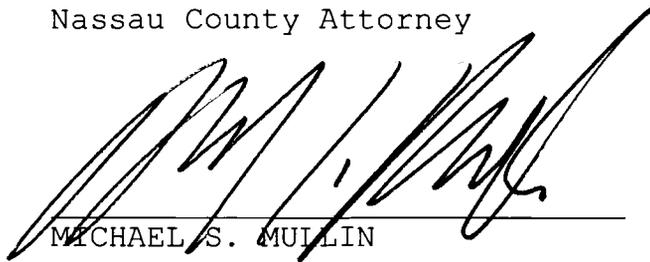
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
~~ANSLEY ACREE~~ ANSLEY N. ACREE  
Its: Chairman

ATTEST:

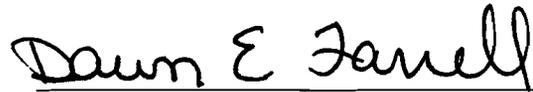
  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

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

"GRANTOR"

  
\_\_\_\_\_  
WILLIAM F. FARRELL

  
\_\_\_\_\_  
DAWN E. FARRELL

h/anne/scott-road/temp-const-easement

## MANZIE &amp; DRAKE LAND SURVEYING

*Michael A. Manzie, P.L.S. • Vernon N. Drake, P.S.M. • Frank L. Bowen, P.S.M.***LEGAL DESCRIPTION**  
**DRAINAGE EASEMENT**

A PORTION OF LOT 13, "OCEAN FOREST", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 124, OF THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF SAID LOT 13; THENCE NORTH 38°19'41" WEST, ALONG THE WESTERLY LINE OF SAID LOT 13, A DISTANCE OF 65.36 FEET; THENCE NORTH 30°32'10" WEST A DISTANCE OF 176.21 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 13; THENCE NORTH 51°56'24" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 13, A DISTANCE OF 60.78 FEET; THENCE SOUTH 20°35'42" EAST, A DISTANCE OF 48.06 FEET; THENCE SOUTH 65°14'32" WEST A DISTANCE OF 22.07 FEET; THENCE SOUTH 30°32'10" EAST A DISTANCE OF 158.85 FEET; THENCE SOUTH 36°59'30" EAST A DISTANCE OF 41.69 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 13; THENCE SOUTH 51°40'19" WEST, ALONG THE SOUTHERLY LINE OF LOT 13, A DISTANCE OF 26.07 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 8315.65 SQUARE FEET MORE OR LESS.



MICHAEL A. MANZIE, P.L.S.  
FLORIDA REGISTRATION NO. 4069  
JOB NO. 16023

	<u>Property Owner Request</u>	<u>Negotiating Comm. Counter Offer</u>
<b>William &amp; Dawn Farrell - Lot 13 Ocean Forest</b>		
Replacement of Privacy Fencing	\$1,842.32	\$1,842.32
Replacement of Wooden Swing/Play Set (incl labor)	\$1,565.00	\$0.00 *
Landscaping & Irrigation (per Martex Quote)	\$2,944.00	\$2,944.00
Loss of Use of Yard-Temporary Construction Easement	\$7,500.00	\$3,750.00 **
<b>Total</b>	<b>\$13,851.32</b>	<b>\$8,536.32</b>
*During negotiations County & Owner agreed that the play set would be relocated during construction. If play set is found to be damaged or if stability is compromised as a result of physically moving the set, the County will replace or repair the set up to the amount of quote \$1565.00.		
** Calculation of compensation for loss of use of yard is based on the amount of square footage impacted, 8315.65 SF at \$.45/SF. Temporary Construction Easement (TCE) is good for a period of 90 days.		



**NASSAU COUNTY**  
BOARD OF COUNTY COMMISSIONERS  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham  
Ansley Acree  
Tom Branan  
Floyd L. Vanzant  
Marianne Marshall

Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOHN A. CRAWFORD  
Ex-Officio Clerk

MICHAEL S. MULLIN  
County Attorney

MIKE MAHANEY  
County Administrator

March 11, 2005

William and Dawn Farrell  
1616 Ocean Forest Drive  
Fernandina Beach FL 32034

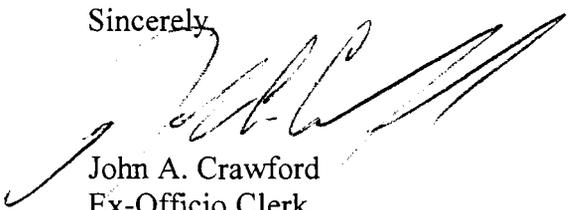
RE: Temporary Construction Agreement

Dear Mr. and Mrs. Farrell:

During a regular session of the Nassau County Board of County Commissioners held March 9, 2005, the Board approved the referenced easement in order to make the necessary corrections to the storm drainage pipe. An original executed agreement is enclosed for your records.

If I can be of any service to you, please let me know.

Sincerely,



John A. Crawford  
Ex-Officio Clerk

Enclosure

(904) 548- 4660, 879-1029, (800) 958- 3496

*An Affirmative Action / Equal Opportunity Employer*