

(13)

*Ret: Connie Arthur - BCC

A G R E E M E N T

THIS AGREEMENT dated this 9th day of May,
2007, 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 **DAVID A. BARBER, VIOLET A. WATKINS, JANETTE B. RICE,
and GLENDA E. NIX**, whose address is 5052 First Coast
Highway, #1, Fernandina Beach, FL 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 four (4) months. The four (4)
month period referenced herein shall commence on the date
construction commences, pursuant to the terms set forth in
Paragraph 12.

3. County shall have the right to extend the
Temporary Construction Easement for one (1) additional four
(4) month period upon written notification to Grantor. If
the County exercises this right to extend the Temporary

B.112.00

Construction Easement, the County shall pay to the Grantor an additional \$15,000.00 within forty-five (45) days of the initial execution of the extension of this Agreement.

4. This Temporary Construction Easement is required due to the County's Scott Road Drainage Project. The temporary easement by Grantor shall allow the County to enter upon the property to place the pipes and any and all work associated with laying the pipes.

5. The County agrees to place a fence on the Karen Street side of the ditch, subject to confirmation that Grantor owns the property on that side of the ditch. Grantor to provide a survey and title company certification confirming ownership of the property, upon which the fence shall be placed on the property. Said documents to be reviewed by the County attorney, and if the documents indicate ownership, the fence shall be placed on the property.

6. The County further agrees that it will replace the survey markers and will ensure that no more trees are damaged and will remove the two (2) trees that are damaged. The two (2) trees to be identified by Grantor and confirmed by the Engineering Services Director.

7. Grantor acknowledges receipt of the sum of \$5,000.00 from the County.

8. Grantor is represented by Ben Celso, Esquire, and has read this Agreement and understands the provisions set forth herein.

9. Grantor shall grant and execute a permanent 15' maintenance easement to the County for permanent maintenance of the pipes/ditch. The legal description of the easement is set forth in Exhibit "B". The permanent maintenance easement shall allow the County to enter upon the easement at any time for maintenance of the pipes.

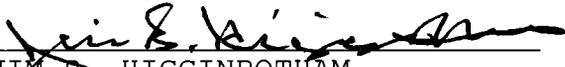
10. If a dispute arises as to the terms and conditions of this Agreement and mediation or litigation ensues, the prevailing party shall be entitled to attorney's fees and costs.

11. Grantor waives any claims they have of whatever type and/or nature or may have in the future subject to the terms of this Agreement.

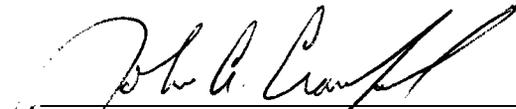
12. The County shall notify the Grantor as to the date that construction will commence. The four (4) month period referenced herein shall commence on the date construction commences.

13. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


JIM B. HIGGINBOTHAM
Its: Chairman

Attest as to Chairman's
Signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
 DATE 5/9/07

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLIN DAVID A. HALLMAN

"GRANTOR"


VIOLET A. WATKINS
a/k/a Violet Barber Watkins
by Janette Rice, as Attorney
in Fact, per POA, as
recorded in OR Book 1411,
Page 259-260, Nassau County,
Florida


DAVID A. BARBER
by Janette Rice, as Attorney
in Fact, per POA, as
Recorded in OR Book 1411,
Page 261-262 Nassau County,
Florida

(signatures continue on next page)



JANETTE B. RICE



GLENDA E. NIX
By Janette Rice, as Attorney
in Fact, per POA, as
Recorded in OR Book 1411,
Page ~~263-264~~, Nassau County,
Florida

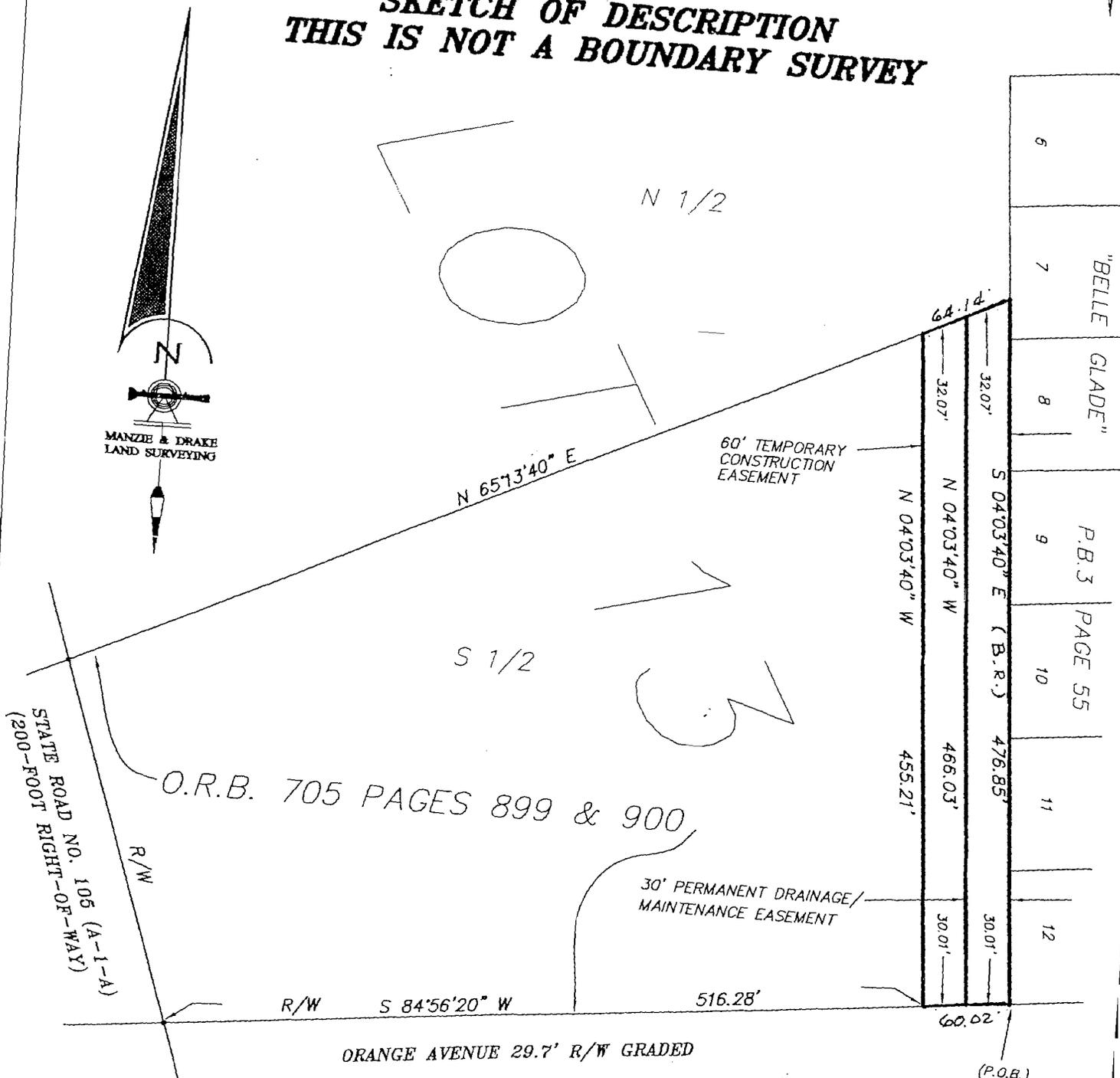
h/anne/scott-road/barber-temp-const-easement

MANZIE & DRAKE LAND SURVEYING

EXHIBIT "A"

Michael A. Manzie, P.L.S. • Vernon N. Drake, P.S.M. • Frank L. Bowen, P.S.M.

SKETCH OF DESCRIPTION THIS IS NOT A BOUNDARY SURVEY



GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

BY: *Frank L. Bowen*

FRANK L. BOWEN, P.S.M. 2477 04-13-00
JOB NO. 16023

SHEET 1 OF 3 SHEETS

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034

MANZIE & DRAKE LAND SURVEYING

Michael A. Manzie, P.L.S. • Vernon N. Drake, P.S.M. • Frank L. Bowen, P.S.M.

LEGAL DESCRIPTION

TEMPORARY 60 FOOT CONSTRUCTION EASEMENT

APRIL 13, 2006

A PORTION OF THE SOUTH ONE-HALF OF LOT 13, A SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN DEED BOOK "Y", PAGE 128, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 12, "BELLE GLADE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 55, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING ALSO THE SOUTHEAST CORNER OF THE SOUTH ONE-HALF OF SAID LOT 13; THENCE SOUTH $84^{\circ}56'20''$ WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 13, AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ORANGE AVENUE (A 29.7 FOOT RIGHT-OF-WAY), A DISTANCE OF 60.02 FEET; THENCE NORTH $04^{\circ}03'40''$ WEST, DEPARTING SAID RIGHT-OF-WAY, A DISTANCE OF 455.21 FEET TO THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF SAID LOT 13, BEING ALSO THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 705, PAGES 899-900, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH $65^{\circ}13'40''$ EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 64.14 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF SAID LOT 13, BEING ALSO THE WESTERLY LINE OF SAID "BELLE GLADE"; THENCE SOUTH $04^{\circ}03'40''$ WEST, ALONG SAID WESTERLY LINE, AND ALONG THE EASTERLY LINE OF THE SOUTH ONE-HALF LOT SAID LOT 13, A DISTANCE OF 476.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.642 ACRES MORE OR LESS.



FRANK L. BOWEN, P.S.M. 04-13-06
FLORIDA REGISTRATION NO. 2477
JOB NO. 16023

This instrument prepared by: DAVID A. HALLMAN,
Attorney at Law, Post Office Box 1010, Fernandina
Beach, FL 32035.

PERPETUAL MAINTENANCE AGREEMENT

THIS AGREEMENT dated this 9th day of May, 2007, 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 **DAVID A. BARBER, VIOLET A. WATKINS, JANETTE B. RICE, and GLENDA E. NIX**, and their successors and assigns, whose address is 5052 First Coast Highway, #1, Fernandina Beach, FL 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 perpetual maintenance easement in, over, under, upon, and through the real property set forth in the attached Exhibit "A".

2. This perpetual maintenance easement shall be for the purpose of maintaining stormwater drainage ditch(s), including pipes.

3. This perpetual maintenance easement is required due to the County's Scott Road Drainage Project.

4. County shall have the right to enter upon the property described in Exhibit "A" for the purposes set forth herein. The entry shall be at anytime and may include personnel and equipment.

5. The County agrees that in the event of service or repairs to any drainage lines, performed under this perpetual easement, wherein the surface condition of the property is disturbed, that the County will ensure that said surface condition of the land is returned to a comparable state to that prior to the commence of the repairs or service.

6. The maintenance easement shall run with the property and include Grantor's successors, assigns, and heirs. Should Grantor sell the main fee property, Grantor shall notify the County and shall provide copies of the notification to the buyer(s) and an acknowledgement by the Buyers of the easement.

7. This Agreement shall be recorded.

8. This Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without

reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in Nassau County, Florida.

9. Grantor has read this Agreement and understands the provisions set forth herein, and Grantor has the authority to execute said Agreement.

10. Should either party seek to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

11. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



JIM B. HIGGINBOTHAM
Its: Chairman

Attest as to Chairman's
Signature:

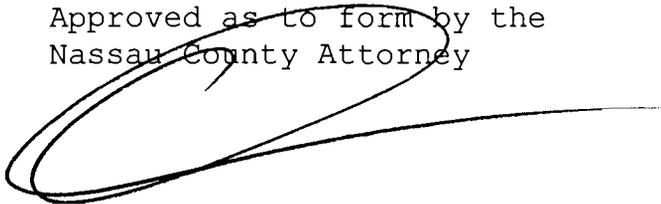


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER

 DATE 5/9/07

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

(Signatures continued on next page)

"GRANTOR"

Janette B Rice

VIOLET A. WATKINS
a/k/a Violet Barber Watkins
by Janette Rice, as Attorney
in Fact, per POA, as
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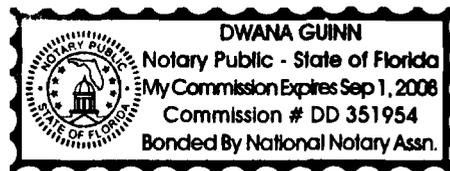
STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me
this 17th day of April, 2007, by **DAVID A. BARBER, VIOLET
A. WATKINS, GLENDA E. NIX, by Attorney in Fact, Janette
Rice, and JANETTE B RICE, individually**, who is personally
known to me or who has produced FL DL# R200-422-46-624-0 as
identification and who did take an oath. EK 4/04/08

Dwana Guinn
Dwana Guinn

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



h/anne/scott-road/barber-perpetual-maint-agmt

MANZIE & DRAKE LAND SURVEYING

Michael A. Manzie, P.L.S. • Vernon N. Drake, P.S.M. • Frank L. Bowen, P.S.M.

LEGAL DESCRIPTION

30 FOOT PERMANENT DRAINAGE EASEMENT

APRIL 13, 2006

A PORTION OF THE SOUTH ONE-HALF OF LOT 13, A SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN DEED BOOK "Y", PAGE 128, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 12, "BELLE GLADE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 55, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING ALSO THE SOUTHEAST CORNER OF THE SOUTH ONE-HALF OF SAID LOT 13; THENCE SOUTH 84°56'20" WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 13, AND ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF ORANGE AVENUE (A 29.7 FOOT RIGHT-OF-WAY), A DISTANCE OF 30.01 FEET; THENCE NORTH 04°03'40" WEST, DEPARTING SAID RIGHT-OF-WAY, A DISTANCE OF 466.03 FEET TO THE NORTHERLY LINE OF THE SOUTH ONE-HALF OF SAID LOT 13, BEING ALSO THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 705, PAGES 899-900, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 65°13'40" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 32.07 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF SAID LOT 13, BEING ALSO THE WESTERLY LINE OF SAID "BELLE GLADE"; THENCE SOUTH 04°03'40" WEST, ALONG SAID WESTERLY LINE, AND ALONG THE EASTERLY LINE OF THE SOUTH ONE-HALF LOT SAID LOT 13, A DISTANCE OF 476.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.325 ACRES MORE OR LESS.



FRANK L. BOWEN, P.S.M. 07-13-06
FLORIDA REGISTRATION NO. 2477
JOB NO. 16023

*Ret: Connie Arthur - BCC

This instrument prepared by: DAVID A. HALLMAN,
Attorney at Law, Post Office Box 1010, Fernandina
Beach, FL 32035.

R.52.50

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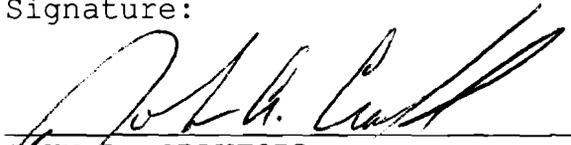
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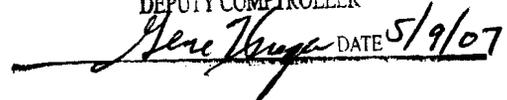
11. Time is of the essence.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

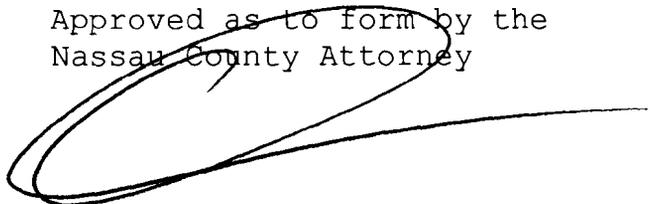

JIM B. HIGGINBOTHAM
Its: Chairman

Attest as to Chairman's
Signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA
DEPUTY COMPTROLLER
 DATE 5/9/07

Approved as to form by the
Nassau County Attorney


DAVID A. HALLMAN

(Signatures continued on next page)

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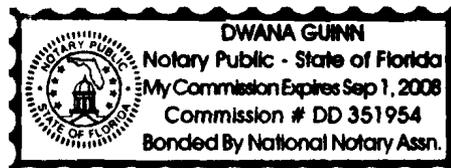
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known to me or who has produced FL DL # R200-422-46-624-0 as
identification and who did take an oath. Ex 4/04/08

Dwana Guinn
Dwana Guinn

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



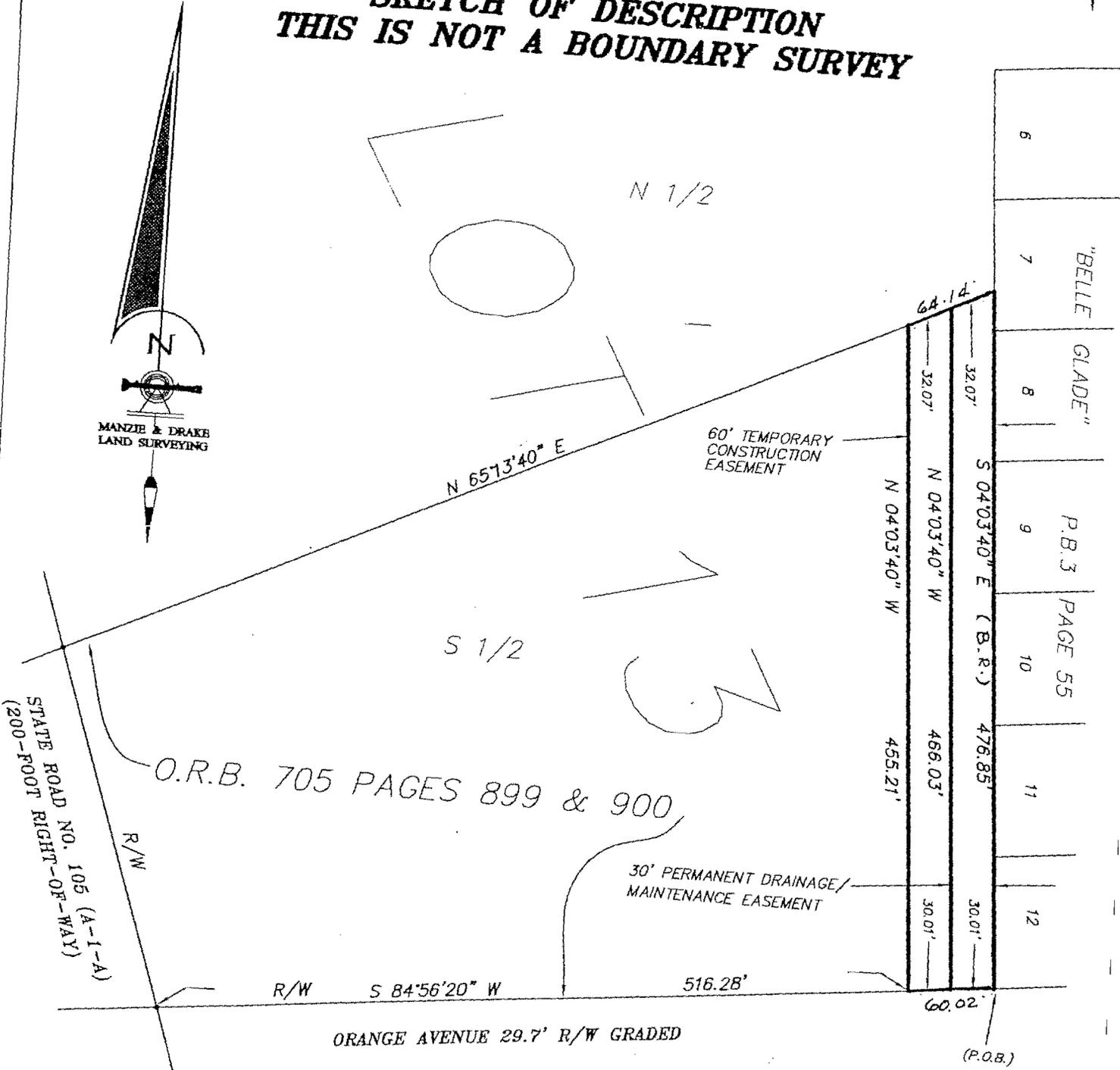
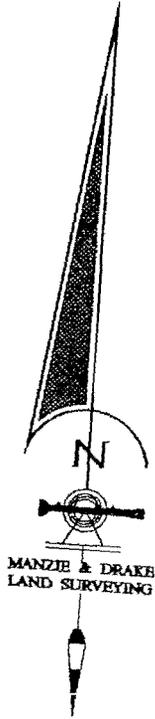
h/anne/scott-road/barber-perpetual-maint-agmt

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SKETCH OF DESCRIPTION THIS IS NOT A BOUNDARY SURVEY



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

BY: *Frank L. Bowen*

FRANK L. BOWEN, P.S.M. 2477 04-13-06
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FRANK L. BOWEN, P.S.M. 07-13-06

FLORIDA REGISTRATION NO. 2477

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SHEET 2 OF 3