

RET: CANNIE ARTHUR

CS-08-61
Contract No: CN08-61
Bid No: N/A

12

RECEIVED
CONTRACT MANAGEMENT
AGREEMENT
2007 DEC 27 PM 1:53

THIS AGREEMENT dated this 9th day of January, 2008, 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 **CHARLES R. EVANS and BARBARA M. EVANS**, as Trustees of the Charles R. Evans and Barbara M. Evans Living Trust; **WILLIAM S. MURRAY**, as Trustee of the William S. Murray Trust; and **BRENDA K. MURRAY**, as Trustee of the Brenda K. Murray Trust, hereinafter referred to as "Grantors".

FOR and IN CONSIDERATION of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Grantors hereby grant to the County a temporary construction easement to the real property located at 1510 Scott Road, Fernandina Beach, Florida 32034, 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 9.

3. County shall have the right to extend the temporary construction easement for one (1) additional four (4) month period upon written notification to Grantors.

REC 103.50

4. This Temporary Construction Easement is required due to the County's Scott Road Drainage Project. The temporary easement by Grantors 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 that in the event of construction under this temporary construction easement, wherein the surface condition of the property is disturbed or damage to structures occur, that the County will ensure that said surface condition of the land or structure is returned to a comparable state to that prior to the commencement of construction.

6. Grantors shall grant and execute a permanent 30' 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.

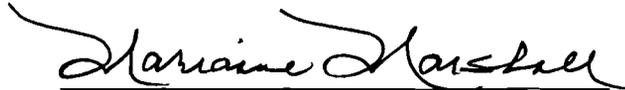
7. If a dispute arises as to the terms and conditions of this Agreement and mediation or litigation ensues, the prevailing party shall be entitled to attorney's fees and costs.

8. Grantors waive any claims they have of whatever type and/or nature or may have in the future subject to the terms of this Agreement.

9. 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.

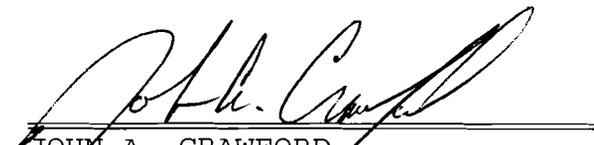
10. Time is of the essence.

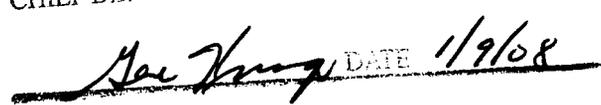
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



MARIANNE MARSHALL
Its: Chair

Attest as to Chair's
Signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

RECEIVED BY COUNTY CLERK
CHIEF DEPUTY CLERK RESPONSIBILI.
 DATE 1/9/08

Approved as to form by the
Nassau County Attorney


DAVID A. HALLMAN

"GRANTORS"

Charles R. Evans

CHARLES. R. EVANS, Co-Trustee
Charles R. Evans and
Barbara M. Evans Living Trust

Barbara M. Evans

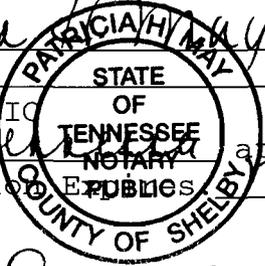
BARBARA M. EVANS, Co-Trustee
Charles R. Evans and
Barbara M. Evans Living Trust

STATE OF Tennessee
COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 18th day of December, 2007, by **CHARLES R. EVANS AND BARBARA M. EVANS**, who are personally known to me or who have produced _____ as identification and who did take an oath.

Patricia H. Murray

NOTARY PUBLIC
State of Tennessee at Large
My Commission Expires Nov. 10, 2009



William S. Murray

WILLIAM S. MURRAY, Trustee
William S. Murray Trust

Brenda K. Murray

BRENDA K. MURRAY, Trustee
Brenda K. Murraray Trust

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 26th day of December, 2007, by **WILLIAM S. MURRAY and BRENDA K. MURRAY**, who are personally known to me or who have produced Florida Drivers License as identification and who did take an oath.

Virginia H. Davis
Virginia H. Davis

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 12-20-09



MANZIE & DRAKE LAND SURVEYING

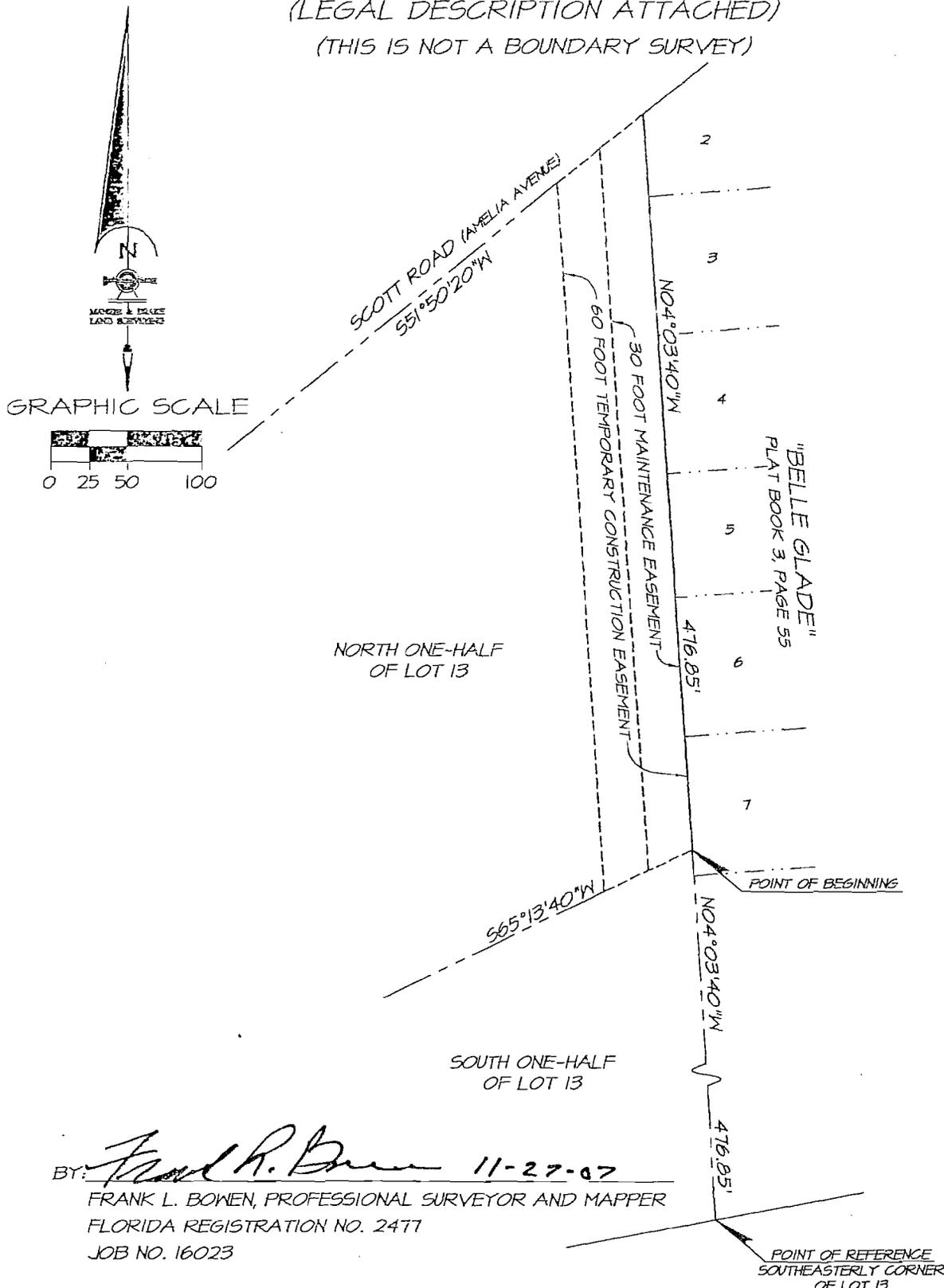
Michael A. Manzie, P.L.S. • Frank L. Bowen, P.S.M. • Mark G. Hill, P.S.M.



SKETCH OF LEGAL DESCRIPTION

(LEGAL DESCRIPTION ATTACHED)

(THIS IS NOT A BOUNDARY SURVEY)



BY: Frank L. Bowen 11-27-07
 FRANK L. BOWEN, PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NO. 2477
 JOB NO. 16023

MANZIE & DRAKE LAND SURVEYING

Michael A. Manzie, P.L.S. • Frank L. Bowen, P.S.M. • Mark G. Hill, P.S.M.

LEGAL DESCRIPTION

60 FOOT TEMPORARY CONSTRUCTION EASEMENT

NOVEMBER 27, 2007

A PORTION OF THE NORTH 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.

SAID PORTION BEING A STRIP OF LAND THAT LIES 60.0 FEET WESTERLY OF AND ADJOINS THE FOLLOWING DESCRIBED LINE. FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEASTERLY CORNER OF LOT 13 AFOREMENTIONED; THENCE NORTH $04^{\circ}03'40''$ WEST, ALONG THE EASTERLY LINE OF SAID LOT 13, BEING ALSO THE WESTERLY LINE OF "BELLE GLADE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 55, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 476.85 FEET TO THE SOUTHEASTERLY CORNER OF THE NORTH ONE-HALF OF LOT 13 AFOREMENTIONED AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE NORTH $04^{\circ}03'40''$ WEST, ALONG THE EASTERLY LINE OF THE NORTH ONE-HALF OF SAID LOT 13, AND ALONG THE WESTERLY LINE OF "BELLE GLADE" ALL AFOREMENTIONED, A DISTANCE OF 476.85 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SCOTT ROAD (RIGHT-OF-WAY WIDTH VARIES) FOR THE TERMINATION POINT.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED AS NECESSARY IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 60 FEET IN WIDTH AND TO INTERSECT EXISTING EASEMENTS, RIGHTS-OF-WAY, PROPERTY LINES OR OTHER INSTRUMENTS OF RECORD AS MAY BE APPLICABLE.

 11-27-07

FRANK L. BOWEN, P.S.M. 2477

FLORIDA REGISTRATION NO.

JOB NO. 16023

EXHIBIT "B"
RECEIVED
CONTRACT MANAGEMENT

2007 DEC 27 PM 1:53

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 January, 2008,
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 **CHARLES R.
EVANS and BARBARA M. EVANS**, as Trustees of the Charles R. Evans
and Barbara M. Evans Living Trust; **WILLIAM S. MURRAY**, as Trustee
of the William S. Murray Trust; and **BRENDA K. MURRAY**, as Trustee
of the Brenda K. Murray Trust, and their successors and assigns,
hereinafter referred to as "Grantors".

FOR and IN CONSIDERATION of the mutual covenants and
agreements hereinafter contained, the parties hereto agree as
follows:

1. Grantors hereby grant 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(es), 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 Grantors' successors, assigns, and heirs. Should Grantors sell the underlying fee property, Grantors 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. Grantors have read this Agreement and understand the provisions set forth herein, and Grantors have 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



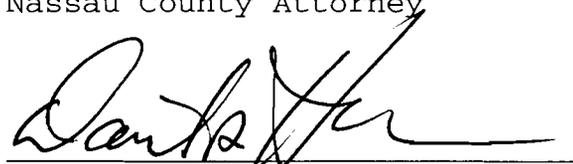
MARIANNE MARSHALL
Its: Chair

Attest as to Chair's
Signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

"GRANTORS"

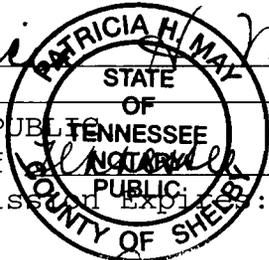
Charles R. Evans
CHARLES. R. EVANS, Co-Trustee
Charles R. Evans and
Barbara M. Evans Living Trust

Barbara M. Evans
BARBARA M. EVANS, Co-Trustee
Charles R. Evans and
Barbara M. Evans Living Trust

STATE OF Tennessee
COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 18th day of December, 2007, by **CHARLES R. EVANS AND BARBARA M. EVANS**, who are personally known to me or who have produced _____ as identification and who did take an oath.

Patricia H. May
NOTARY PUBLIC
State of Tennessee at Large
My Commission Expires: Nov. 10, 2009



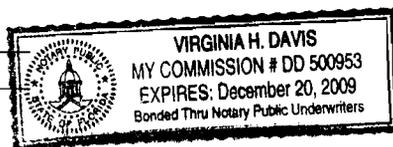
William S. Murray
WILLIAM S. MURRAY, Trustee
William S. Murray Trust

Brenda K. Murray
BRENDA K. MURRAY, Trustee
Brenda K. Murraray Trust

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 26th day of December, 2007, by **WILLIAM S. MURRARY and BRENDA K. MURRARY**, who are personally known to me or who have produced Florida Drivers License as identification and who did take an oath.

Virginia H. Davis
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 12-20-09



MANZIE & DRAKE LAND SURVEYING

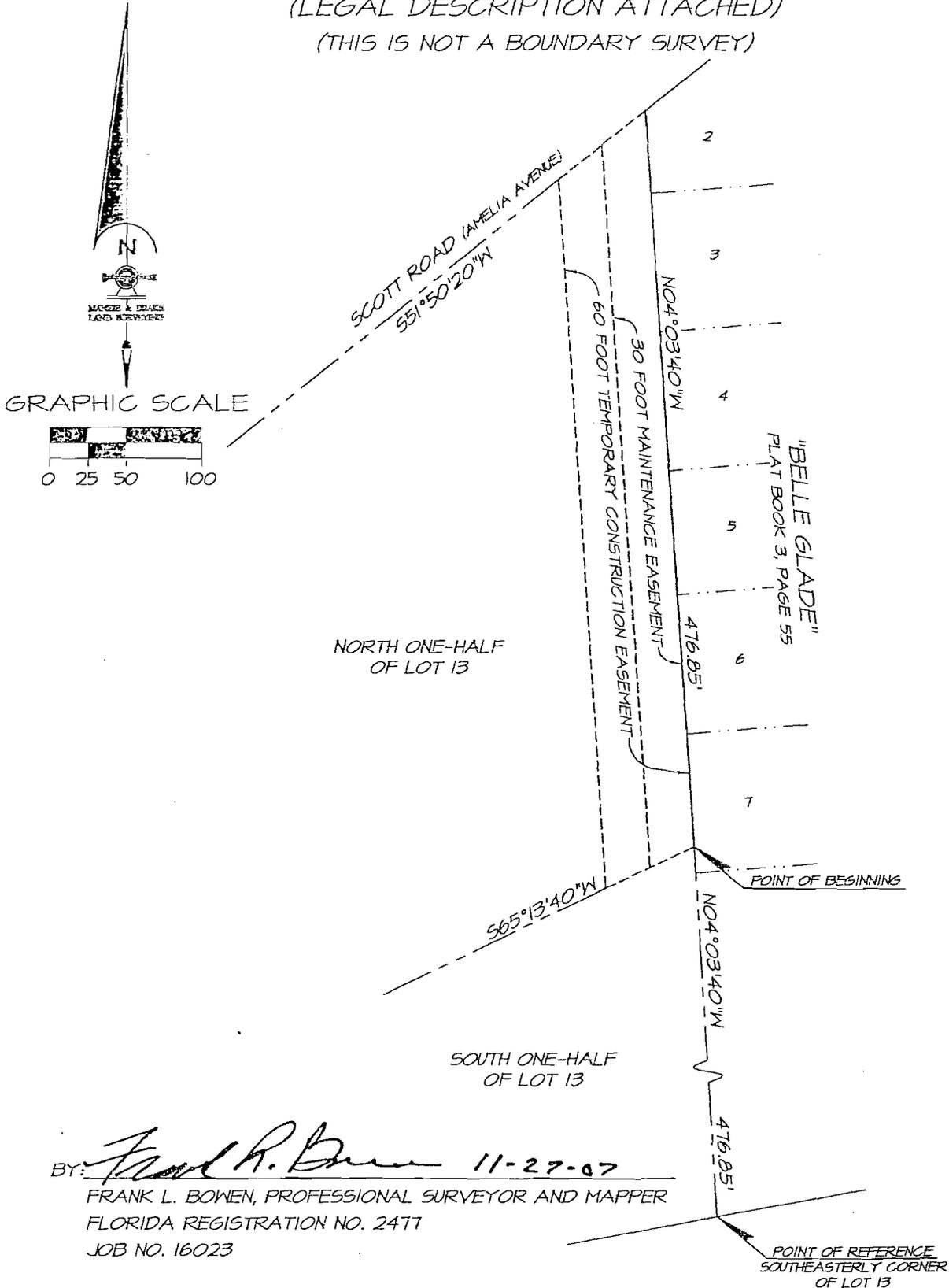
Michael A. Manzie, P.L.S. • Frank L. Bowen, P.S.M. • Mark G. Hill, P.S.M.



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(LEGAL DESCRIPTION ATTACHED)

(THIS IS NOT A BOUNDARY SURVEY)



BY: Frank L. Bowen 11-27-07
 FRANK L. BOWEN, PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NO. 2477
 JOB NO. 16023

MANZIE & DRAKE LAND SURVEYING

Michael A. Manzie, P.L.S. • Frank L. Bowen, P.S.M. • Mark G. Hill, P.S.M.

LEGAL DESCRIPTION 30 FOOT MAINTENANCE EASEMENT NOVEMBER 27, 2007

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FRANK L. BOWEN, P.S.M. 11-27-07
2477
FLORIDA REGISTRATION NO.
JOB NO. 16023