

ROAD MAINTENANCE AGREEMENT

1. Property Owners, Charles L. Motes
Dawn D. Motes

whose address(es) is (are) PO Box 99 Bryceville Fla 32009

_____ does (do) hereby agree to pay to Nassau County the sum of One Hundred Fifteen and No/100 Dollars (\$115.00) per hour, in advance of work being performed based upon a written statement provided by the Nassau County Public Works Department of costs associated with grading of Motes Road in order to maintain the road in good operating condition and to insure the provision of safe access by emergency vehicles. The grading of Motes Road will be performed during the time that the grader is grading the Nassau County portion of Motes Road and upon advance request by the property owner(s) accompanied by advance payment of the associated costs for the grading.

2. The property owners whose names appear as signatories to this Agreement hereby assert that they are the rightful and legal title holders of their respective properties, which are specifically described by address, and they are authorized to execute this document.

3. The hourly rate for work performed by county forces shall be \$115.00 per hour, which hourly rate shall be adjusted from time to time by Nassau County.

4. The scope of work under this agreement is for road grading only. Any other necessary maintenance work required to be performed on the road shall be the responsibility of the property owner(s). The costs associated with the grading shall be borne by the property owner(s).

5. 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 performed on the road. Said indemnification and hold harmless acknowledgement applies to each signatory's real property as well as to any legal action that occurs due to accidents that occur on the road.

6. Upon receipt of a signed copy of this Agreement from the property owner, the County Manager, as Board designee, shall execute said agreement. A copy of the executed agreement shall be provided to the property owner(s).

7. Either party may terminate this agreement by giving thirty (30) days notice to the other party.

DATED this 6 day of June, 2013.

SIGNATURE(S) OF
PROPERTY OWNER(S)

Charles L. Motes
PRINT NAME: Charles L. Motes

Dawn J. Motes
PRINT NAME: DAWN J. MOTES

Signed, sealed and Delivered
In our presence as witnesses:

Brenda K. Linville
Name: Brenda K. Linville

Peggy B. Snyder
Name: PEGGY B. SNYDER

ACCEPTED BY THE COUNTY THROUGH ITS
DESIGNEE

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TED SELBY
County Manager