

AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of March, 2013, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision hereinafter referred to as "County", and **CREEKSIDE PROPERTY OWNERS ASSOCIATION OF NASSAU COUNTY, INC.**, hereinafter referred to as "Association". These entities are referred to herein jointly as "Parties" and each as "Party."

RECITALS:

WHEREAS, on July 25, 2008, the maintenance bond for the Creekside Unit II subdivision was not renewed and \$67,500 was deposited in an interest bearing account held by Nassau County for the purpose of completing any outstanding items for Creekside Unit II subdivision roadways;

WHEREAS, the account has accrued interest for a total of \$68,070; and

WHEREAS, Association is a homeowner's association of the Creekside Unit II subdivision roadways and desires completion of the outstanding items; and

WHEREAS, the Board of County Commissioners finds that the maintenance and construction of roads is in the best interests of the citizens of Nassau County and desires the completion of the outstanding items by expenditure of the funds from the un-renewed maintenance bond set aside for that purpose; and

WHEREAS, the Board desires to contract with Association for the completion of those outstanding items; and

WHEREAS, the total contract amount is \$67,600.

NOW, THEREFORE, for and in consideration of the mutual covenants herein, the parties hereto do mutually agree as follows:

1. Scope of Work.

1.1. The Association shall construct/repair or cause to be constructed/repared the items described in Exhibit A, Scope of Work, for the Creekside Unit II Subdivision roadways, attached and incorporated in this Agreement.

1.2. All items are to be inspected by Nassau County or their designated engineer for acceptance and completion.

2. Duration of Construction: The construction duration shall be sixty (60) days from notice to proceed.

3. Final Approval: Upon Final Completion of the Work as determined by the sole judgment of Nassau County or its designated engineer, the County shall approve the Creekside Unit II Subdivision roadways.

4. Payment:

4.1. Nassau County shall not pay more than the agreed price of \$67,600 and shall pay such amount only from the account holding funds from the un-renewed maintenance bond for Creekside Unit II subdivision.

4.2. Nassau County shall keep a retainer for services in the amount of 10% of the total contract amount.

4.3. At 50% completion of the Work as determined by the sole judgment of Nassau County or its designated engineer, the County shall pay \$30,420, which is 45% of the total contract amount, from the account to the Association.

4.4. At final completion of the Work as determined by the sole judgment of Nassau County or its designated engineer, Nassau County shall pay the remaining balance of \$37,180 from the account to the Association.

5. **Indemnification:** Association shall indemnify Nassau County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Nassau County, its agents, elected officials and employees from and against all claims, actions, liabilities, losses, economic losses, costs arising out of any actual or alleged: a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of Association or anyone for whose acts any of them may be liable in the performance of the Work; or b) violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Association in the performance of the Work. Any cost of expenses, including Attorney's fees incurred by the County to enforce this agreement shall be borne by the Association.
6. **Independent Contractor:** The Association undertakes performance of the services as an independent contractor under this Agreement and not as an employee of the County.
7. **Non-continuation of Maintenance:** This Agreement shall not be construed as an obligation by Nassau County to continually maintain the Creekside Unit II subdivision roadways.
8. **Entire Agreement:** This Agreement and its attachments represents the entire and integrated agreement between Nassau County and the Association and supersedes all prior negotiations, representations, or agreements, either written or oral.
9. **Amendment or Modification of Agreement:** This Agreement may only be amended, supplemented, modified, changed, or canceled by a duly executed written instrument signed by both parties.

10. Assignment: This Agreement shall not be assigned by any party except with the prior written consent of the other party.

11. Termination: This Agreement may be terminated by the County for convenience upon thirty (30) days written notice to Association. In such event, the Association shall be paid its compensation for services performed prior to the termination date. In the event that the Association abandons this Agreement or causes it to be terminated, Association is liable to the County for any and all loss pertaining to this termination.

12. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Florida. Any and all legal actions necessary to enforce this Agreement shall be held in Nassau County.

13. Miscellaneous

13.1. A waiver by either the County or Association of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

13.2. Severability: The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

14. Incorporation of Recitals: The recitals above are incorporated into this Agreement and made a part hereof.

15. **Notice:** Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

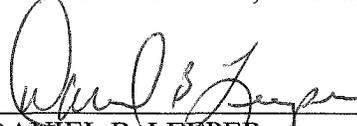
For Nassau County:
Scott Herring, P.E.
Public Works Director
96161 Nassau Place
Yulee, FL 32097

With a copy to the County Attorney:
David A. Hallman, Esq.
96135 Nassau Place, Suite 6
Yulee, FL 32097

For Association:
Daryl F. Devine, President
Creekside Property Owners Association of Nassau County, Inc.
87499 Creekside Drive
Yulee, FL 32097

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

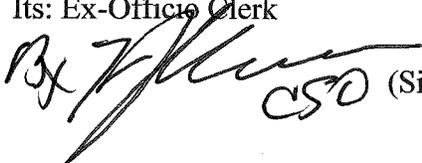


DANIEL B. LEEPER
Its: Chairman

ATTEST AS TO CHAIRMAN'S
SIGNATURE:

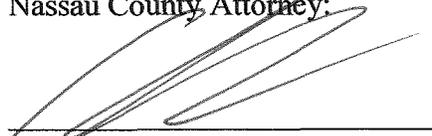


JOHN A. CRAWFORD
Its: Ex-Officio Clerk


CSO (Signatures continue on the next page)

MES 04-02-13

Approved as to form by the
Nassau County Attorney:



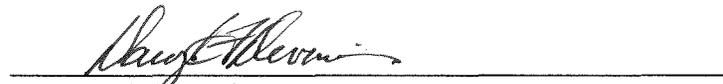
DAVID A. HALLMAN

Witnesses:

CREEKSIDE PROPERTY OWNERS ASSOCIATION
OF NASSAU COUNTY, INC.



Printed Name: Dawn M. Krass



By: Daryl F. Devine
Its: President



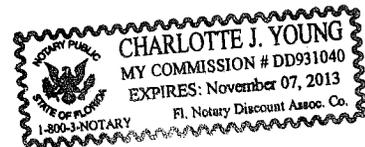
Printed Name: Joyce T. Bradley

State of Florida
County of Nassau

The foregoing instrument was acknowledged before me this 26th day of March,
2013, by Daryl F. Devine who () is personally known to me or
() has produced a ✓ drivers license or _____ as identification.



NOTARY PUBLIC





Engineers/Planners and Consultants

EXHIBIT "A"

Creekside Unit II Scope

In order for final approval by Nassau County, of the Creekside Unit II Subdivision roadways, the following items must be constructed/repared:

- Remove/replace +/- 1100' of curb and gutter on Branch Creek Drive. The limits of replacement have been painted by Nassau County.
- Remove/replace 3 1/2 gutter inlet aprons on Branch Creek Drive. The locations have been painted by Nassau County.
- Mill, level and pave 12' x 200' area on Roses Bluff Road with 1" of SP 9.5. The location has been marked by Nassau County.
- Remove/re-pave three areas within Creekside Subdivision on Branch Creek Drive with 1.5" of SP 9.5. The locations have been marked by Nassau County.
- Install 50' of aluminum handrail at sidewalk drop-off location on Roses Bluff Rd.
- Re-grout storm structures. The locations have been marked by Nassau County.
- Repair pipes as described below (locations shown in red on attached sheet). Repair method to be approved by Nassau County.
 - S-2 to S-3 - 1 Spot Repair covering crack @ 41' & 46'.
 - S-21 to S-22 - There are leaks at 20', 30' 33', and a blister at 35'. Spot Repair (20' patch) from 18' to 38'.
 - S-41 to S-42 - Spot Repair centered at 12'. This will cover the area at 8' and 16'.
 - S-42 to S-43 - Spot Repair centered at 150'. This will cover the area at 143' and 158'.
 - S-44 to S-45 - Spot Repair centered at 25'. This will cover the area at 21' and 29'.

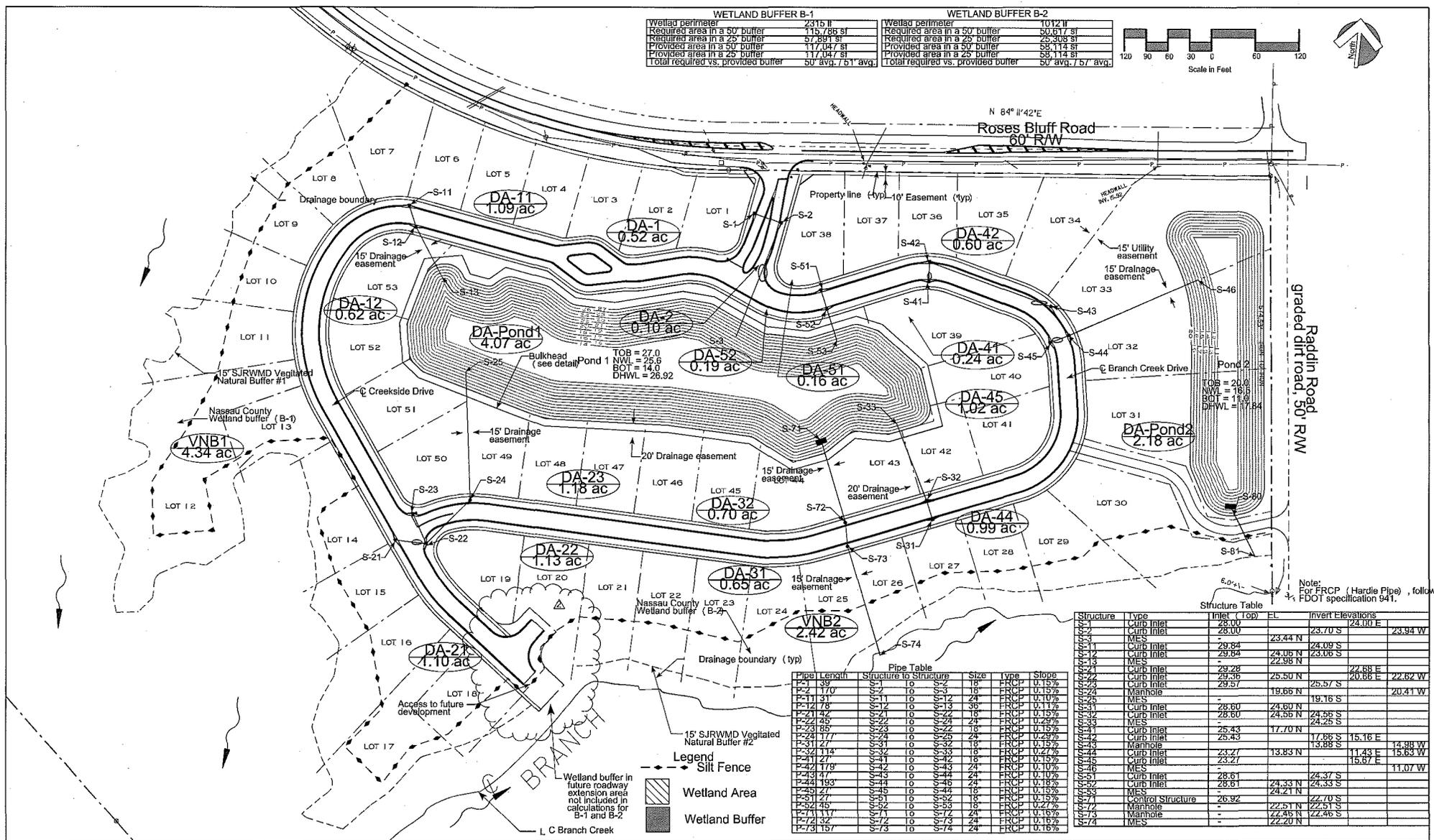
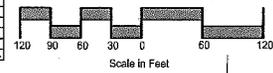
All items are to be inspected by Nassau County for acceptance. The construction duration shall be approximately 60 days. There shall be only two draws (from the funds held by Nassau County). The first draw shall be at 50% completion (as determined by Nassau County). The final draw will be at Final Completion (as determined by Nassau County).

Total Contract amount:

Construction (payable to DL Holland Contracting LLC)	\$62,600
Oversight/Engineering Inspection (payable to McCranie & Associates, Inc.)	\$ 5,000
Total	\$67,600

CC: Scott Herring, P.E.
Pat Gilroy
Daryl Devine

WETLAND BUFFER B-1		WETLAND BUFFER B-2	
Wetland perimeter	2315 ft	Wetland perimeter	1012 ft
Required area in a 50' buffer	116,786 sq ft	Required area in a 50' buffer	50,617 sq ft
Required area in a 25' buffer	57,891 sq ft	Required area in a 25' buffer	25,309 sq ft
Provided area in a 50' buffer	117,047 sq ft	Provided area in a 50' buffer	55,173 sq ft
Provided area in a 25' buffer	117,047 sq ft	Provided area in a 25' buffer	55,173 sq ft
Total required vs. provided buffer	50' avg. / 61' avg.	Total required vs. provided buffer	50' avg. / 57' avg.



Note:
For FRCP (Hardie Pipe), follow
FDOT specification 941.

Pipe Length	Structure to Structure	Size	Type	Slope
P-1	39	10	8"	FRCP 0.15%
P-2	27	10	8"	FRCP 0.13%
P-11	170	10	8"	FRCP 0.10%
P-12	78	10	8"	FRCP 0.11%
P-21	25	10	8"	FRCP 0.23%
P-23	85	10	8"	FRCP 0.19%
P-24	27	10	8"	FRCP 0.15%
P-32	114	10	8"	FRCP 0.27%
P-42	179	10	8"	FRCP 0.10%
P-43	47	10	8"	FRCP 0.10%
P-44	193	10	8"	FRCP 0.15%
P-45	35	10	8"	FRCP 0.15%
P-51	27	10	8"	FRCP 0.15%
P-52	45	10	8"	FRCP 0.15%
P-72	32	10	8"	FRCP 0.15%
P-73	157	10	8"	FRCP 0.15%

Structure Table				
Structure	Type	Inlet (Top)	EL	Invert Elevations
S-1	Curb Inlet	28.00	23.70 S	23.00 E 23.94 W
S-2	Curb Inlet	29.00	23.44 N	23.06 S
S-3	MES	29.84	24.06 N	23.06 S
S-4	Curb Inlet	29.84	22.98 N	22.82 W
S-5	MES	29.28	25.50 N	20.88 E 22.82 W
S-6	Curb Inlet	29.28	25.50 S	20.88 E 22.82 W
S-7	Curb Inlet	29.36	19.66 N	19.16 S 20.41 W
S-8	MES	29.36	19.16 S	19.16 S
S-9	Curb Inlet	28.60	24.60 N	24.36 S
S-10	Curb Inlet	28.60	24.56 N	24.36 S
S-11	MES	28.60	24.56 S	24.36 S
S-12	Curb Inlet	25.43	17.70 N	17.66 S 15.16 E 14.98 W
S-13	Curb Inlet	25.43	17.66 S	15.16 E 14.98 W
S-14	Curb Inlet	23.27	13.83 N	11.43 E 15.83 W
S-15	MES	23.27	13.83 S	15.67 E 11.07 W
S-16	Curb Inlet	28.61	24.37 N	24.33 S
S-17	Curb Inlet	28.61	24.33 N	24.33 S
S-18	MES	26.92	22.70 N	22.70 S
S-19	Control Structure	26.92	22.70 S	22.70 S
S-20	Manhole	22.51	22.51 N	22.51 S
S-21	Manhole	22.43	22.43 N	22.43 S
S-22	MES	22.20	22.20 N	22.20 S

Project Mgr: D. McCranie Designed by: D. McCranie Drawn by: A. Desilet QA/QC: D. McCranie	McCranie & Associates, Inc. 26 S. 5th Street, Fernandina Beach, FL 32034 Land Development - Roadway Design - Permitting	Holland/Zell Partnership Creekside - Unit Two Post-Developed Drainage Sheet	Sheet No. DR-2 6 of 26 Issue Date: April 30, 2003 Project No.: 00004 Registered Professional
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DIMENSIONS AND NOTES TAKE PREFFERENCE.