

This instrument prepared by:  
Nassau County Attorney's Office  
96135 Nassau Place, Suite 6,  
Yulee, FL 32097

**RIGHT OF ENTRY AGREEMENT AND PROPERTY OWNER ACKNOWLEDGEMENT**

THIS AGREEMENT made this the 22 day of March, 2015, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter the "County") and **CHARLES B. ENGLISH and NENITA ENGLISH**, (hereinafter the "Property Owner"), whose address is 34433 Daybreak Drive, Callahan, Florida 32011.

**WHEREAS**, the County has received reports of significant damage to a road known as Daybreak Drive, said road having been dedicated to the public on the recorded plat, but the County contends that the road has not been accepted for maintenance by the County; and

**WHEREAS**, the County has conducted certain investigations, site visits and research on the matter, and the County has declared the situation an emergency as it poses an immediate safety concern; and

**WHEREAS**, the Property Owners have cited alternative theories under which they believe the County is responsible to repair the damage; to wit: (1) the County originally accepted the road for maintenance, or should have, and therefore has some maintenance obligation; (2) the County failed to require the road be constructed to its standards, and are therefore responsible for repairs; (3) the County caused the damage when it placed a road sign in the area where the damage occurred; and

**WHEREAS**, the County does not agree that the alternative theories set forth herein provide a legal basis upon which the County is responsible to repair the damage or maintain the roads; however, the County agrees, pursuant to the request of the residents living on Daybreak Drive, and the

emergency situation, to repair the damaged area in order to ensure the public safety and welfare of those living in and visiting the area (“the Repairs”); and

**WHEREAS**, the County cites the following: section 177.081, Florida Statutes, County policy, the plat recorded at Plat Book 6, Pages 193-194, the Board of County Commissioners’ minutes of the acceptance of the plat and the obligations of Morning Dove Estates Owners Association, Inc. set forth in the official records of Nassau County, Florida, which the County believes supports its position stated herein; and

**WHEREAS**, the County has conditioned its work upon receiving an acknowledgment that the County does not agree to any additional obligation to maintain or repair the road, and Property Owner will release County from liability for its negligence related to the Repairs from those certain residents of Daybreak Drive directly affected by the damage (being the 6 lot owners from the point on Daybreak Drive where the damage has occurred to its terminus).

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The County and/or its agents will, at the sole expense of the County, prepare a bid package to cause the Repairs of the damaged area adjacent to Lots 16 and 17, and on the eastern driveway on that portion of Lot 17 damaged by the cave-in and hole (structural damage only – not cosmetic). The County, at its sole expense, will undertake the work necessary in order to repair the damaged areas in accordance with the bid package details.
2. The County will have the complete discretion and control over the type of repairs that are made; the manner in which the repairs are made; and all other aspects related to the work performed on site. The County and its agents will use reasonable efforts to apprise Property Owner of the work, construction area, timeframes, and other information as the County may deem necessary.

3. The Property Owner agrees to provide County and its agents with access to their property to the extent necessary to undertake planning and construction of the work. The County and its agents will use their best efforts to avoid causing any damage to private property, and shall restore all areas disrupted during the course of making the repairs to its previous condition, to the extent reasonable. The County and its agents will not be responsible for loss, or costs of restoring any structures, shrubbery, trees, plantings, or other improvements which encroach upon any right-of-ways or easements located within the construction area, as identified by the County, and the Property Owner hereby releases the County and its agents for any such damage.
4. Property Owner acknowledges that by making the repairs under this emergency situation, the County is not accepting any ongoing maintenance or repair responsibility, including responsibility for the improvements and facilities the County may construct in the course of this work.
5. Property Owner will hold County and its agents harmless for any property damage, injury and/or loss suffered as a result of ordinary negligence related to the Repairs contemplated herein. Notwithstanding the foregoing, Property Owner does not waive any claims for injury or property damage caused by professionals, contractors, or subcontractors engaged by the County to provide labor, services, or materials related to the Repairs. County shall ensure that all professionals, contractors, and subcontractors are properly licensed, bonded, and insured as required by law.
6. The parties acknowledge the recitals which are made a part hereof.
7. This Agreement shall become effective after it has been executed by all parties and an attestation of the Clerk and shall remain in full force and effect through the completion of the

Repairs. Upon completion of the Repairs, this Agreement shall cease, except as otherwise provided in paragraph 5.

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

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
PAT EDWARDS  
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:

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

Approved as to form by the Nassau County Attorney:

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

Witnesses:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

"PROPERTY OWNER"

*Charles B. English*  
\_\_\_\_\_  
Print/Type Name: Charles B. English



State of Florida

County of Nassau

*[Signature]*

The foregoing instrument was acknowledged before me this 1 day of APRIL, 2015, by CHARLES ENGLISH who () is personally known to me or ( ) has produced a \_\_\_\_\_ drivers license or \_\_\_\_\_ as identification.



Repairs. Upon completion of the Repairs, this Agreement shall cease, except as otherwise provided in paragraph 5.

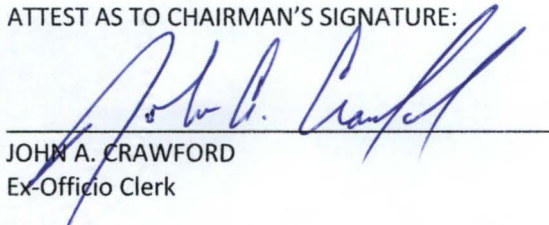
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



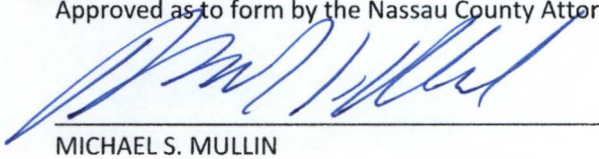
PAT EDWARDS  
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:



JOHN A. CRAWFORD  
Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:

  
MICHAEL S. MULLIN

"PROPERTY OWNER"

Witnesses:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

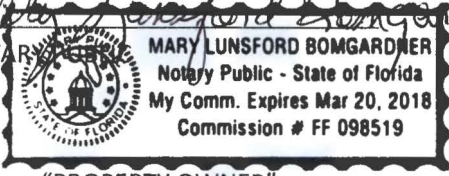
\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Print/Type Name: Charles B. English

State of Florida

County of Nassau

The foregoing instrument was acknowledged before me this 22 day of March, 2015, by Menita Maria English who ( ) is personally known to me or (X) has produced a Florida drivers license or \_\_\_\_\_ as identification.

*Mary Lunsford Bomgardner*  
NOTARY PUBLIC  
  
"PROPERTY OWNER"

Witnesses:

*Eori Wilkinson*  
Printed Name: Eori Wilkinson

*Nenita English*  
Print/Type Name: NENITA-ENGLISH

*Courtney Edwards*  
Printed Name: Courtney Edwards

State of Florida

County of Nassau

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ who ( ) is personally known to me or ( ) has produced a \_\_\_\_\_ drivers license or \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

This instrument prepared by:  
Nassau County Attorney's Office  
96135 Nassau Place, Suite 6,  
Yulee, FL 32097

**RIGHT OF ENTRY AGREEMENT AND PROPERTY OWNER ACKNOWLEDGEMENT**

THIS AGREEMENT made this the 23 day of March, 2015, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter the "County") and Farice Jr. Rhoden and **LEANNE RHODEN** (hereinafter the "Property Owner"), whose address is 34420 Daybreak Drive, Callahan, Florida 32011.

**WHEREAS**, the County has received reports of significant damage to a road known as Daybreak Drive, said road having been dedicated to the public on the recorded plat, but the County contends that the road has not been accepted for maintenance by the County; and

**WHEREAS**, the County has conducted certain investigations, site visits and research on the matter, and the County has declared the situation an emergency as it poses an immediate safety concern; and

**WHEREAS**, the Property Owners have cited alternative theories under which they believe the County is responsible to repair the damage; to wit: (1) the County originally accepted the road for maintenance, or should have, and therefore has some maintenance obligation; (2) the County failed to require the road be constructed to its standards, and are therefore responsible for repairs; (3) the County caused the damage when it placed a road sign in the area where the damage occurred; and

**WHEREAS**, the County does not agree that the alternative theories set forth herein provide a legal basis upon which the County is responsible to repair the damage or maintain the roads; however, the County agrees, pursuant to the request of the residents living on Daybreak Drive, and the

emergency situation, to repair the damaged area in order to ensure the public safety and welfare of those living in and visiting the area (“the Repairs”); and

**WHEREAS**, the County cites the following: section 177.081, Florida Statutes, County policy, the plat recorded at Plat Book 6, Pages 193-194, the Board of County Commissioners’ minutes of the acceptance of the plat and the obligations of Morning Dove Estates Owners Association, Inc. set forth in the official records of Nassau County, Florida, which the County believes supports its position stated herein; and

**WHEREAS**, the County has conditioned its work upon receiving an acknowledgment that the County does not agree to any additional obligation to maintain or repair the road, and Property Owner will release County from liability for its negligence related to the Repairs from those certain residents of Daybreak Drive directly affected by the damage (being the 6 lot owners from the point on Daybreak Drive where the damage has occurred to its terminus).

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The County and/or its agents will, at the sole expense of the County, prepare a bid package to cause the Repairs of the damaged area adjacent to Lots 16 and 17, and on the eastern driveway on that portion of Lot 17 damaged by the cave-in and hole (structural damage only – not cosmetic). The County, at its sole expense, will undertake the work necessary in order to repair the damaged areas in accordance with the bid package details.
2. The County will have the complete discretion and control over the type of repairs that are made; the manner in which the repairs are made; and all other aspects related to the work performed on site. The County and its agents will use reasonable efforts to apprise Property Owner of the work, construction area, timeframes, and other information as the County may deem necessary.

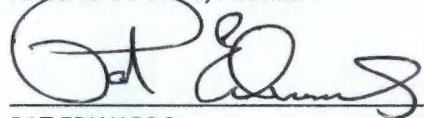


3. The Property Owner agrees to provide County and its agents with access to their property to the extent necessary to undertake planning and construction of the work. The County and its agents will use their best efforts to avoid causing any damage to private property, and shall restore all areas disrupted during the course of making the repairs to its previous condition, to the extent reasonable. The County and its agents will not be responsible for loss, or costs of restoring any structures, shrubbery, trees, plantings, or other improvements which encroach upon any right-of-ways or easements located within the construction area, as identified by the County, and the Property Owner hereby releases the County and its agents for any such damage.
4. Property Owner acknowledges that by making the repairs under this emergency situation, the County is not accepting any ongoing maintenance or repair responsibility, including responsibility for the improvements and facilities the County may construct in the course of this work.
5. Property Owner will hold County and its agents harmless for any property damage, injury and/or loss suffered as a result of ordinary negligence related to the Repairs contemplated herein. Notwithstanding the foregoing, Property Owner does not waive any claims for injury or property damage caused by professionals, contractors, or subcontractors engaged by the County to provide labor, services, or materials related to the Repairs. County shall ensure that all professionals, contractors, and subcontractors are properly licensed, bonded, and insured as required by law.
6. The parties acknowledge the recitals which are made a part hereof.
7. This Agreement shall become effective after it has been executed by all parties and an attestation of the Clerk and shall remain in full force and effect through the completion of the

Repairs. Upon completion of the Repairs, this Agreement shall cease, except as otherwise provided in paragraph 5.

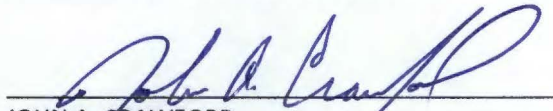
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

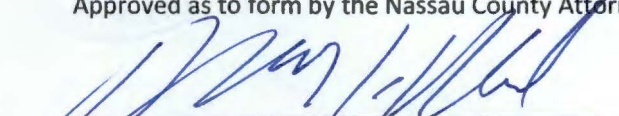


PAT EDWARDS  
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:


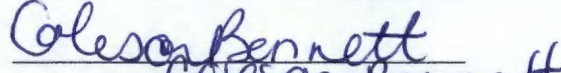
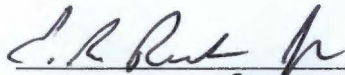
  
JOHN A. CRAWFORD  
Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:

  
MICHAEL S. MULLIN

"PROPERTY OWNER"

Witnesses:

  
Printed Name: Susan A. Patterson  
Printed Name: Coleson Bennett  
Print/Type Name: Earice Rhoden Jr.

State of Florida

County of Nassau

The foregoing instrument was acknowledged before me this 23 day of March, 2015, by Earice Ray Rhoden Jr. who ( ) is personally known to me or (L) has produced a Florida drivers license or \_\_\_\_\_ as identification.



Anna Britt  
NOTARY PUBLIC

"PROPERTY OWNER"

Witnesses:

Coleson Bennett  
Printed Name: Coleson Bennett

Nancy Bahi  
Printed Name: Nancy Bahi

Leanne Rhoden  
Print/Type Name: Leanne Rhoden

State of Florida

County of Nassau

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of March, 2015, by Leanne Rhoden who () is personally known to me or ( ) has produced a \_\_\_\_\_ drivers license or \_\_\_\_\_ as identification.

Janice Smith  
NOTARY PUBLIC



This instrument prepared by:  
Nassau County Attorney's Office  
96135 Nassau Place, Suite 6,  
Yulee, FL 32097

**RIGHT OF ENTRY AGREEMENT AND PROPERTY OWNER ACKNOWLEDGEMENT**

THIS AGREEMENT made this the 22 day of March, 2015, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter the "County") and **DEBORAH L. BRASHEARS and ROBERT E. WEAVER**, (hereinafter the "Property Owner"), whose address is 34490 Daybreak Drive, Callahan, Florida 32011.

**WHEREAS**, the County has received reports of significant damage to a road known as Daybreak Drive, said road having been dedicated to the public on the recorded plat, but the County contends that the road has not been accepted for maintenance by the County; and

**WHEREAS**, the County has conducted certain investigations, site visits and research on the matter, and the County has declared the situation an emergency as it poses an immediate safety concern; and

**WHEREAS**, the Property Owners have cited alternative theories under which they believe the County is responsible to repair the damage; to wit: (1) the County originally accepted the road for maintenance, or should have, and therefore has some maintenance obligation; (2) the County failed to require the road be constructed to its standards, and are therefore responsible for repairs; (3) the County caused the damage when it placed a road sign in the area where the damage occurred; and

**WHEREAS**, the County does not agree that the alternative theories set forth herein provide a legal basis upon which the County is responsible to repair the damage or maintain the roads; however, the County agrees, pursuant to the request of the residents living on Daybreak Drive, and the



emergency situation, to repair the damaged area in order to ensure the public safety and welfare of those living in and visiting the area (“the Repairs”); and

**WHEREAS**, the County cites the following: section 177.081, Florida Statutes, County policy, the plat recorded at Plat Book 6, Pages 193-194, the Board of County Commissioners’ minutes of the acceptance of the plat and the obligations of Morning Dove Estates Owners Association, Inc. set forth in the official records of Nassau County, Florida, which the County believes supports its position stated herein; and

**WHEREAS**, the County has conditioned its work upon receiving an acknowledgment that the County does not agree to any additional obligation to maintain or repair the road, and Property Owner will release County from liability for its negligence related to the Repairs from those certain residents of Daybreak Drive directly affected by the damage (being the 6 lot owners from the point on Daybreak Drive where the damage has occurred to its terminus).

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

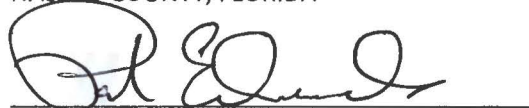
1. The County and/or its agents will, at the sole expense of the County, prepare a bid package to cause the Repairs of the damaged area adjacent to Lots 16 and 17, and on the eastern driveway on that portion of Lot 17 damaged by the cave-in and hole (structural damage only – not cosmetic). The County, at its sole expense, will undertake the work necessary in order to repair the damaged areas in accordance with the bid package details.
2. The County will have the complete discretion and control over the type of repairs that are made; the manner in which the repairs are made; and all other aspects related to the work performed on site. The County and its agents will use reasonable efforts to apprise Property Owner of the work, construction area, timeframes, and other information as the County may deem necessary.

3. The Property Owner agrees to provide County and its agents with access to their property to the extent necessary to undertake planning and construction of the work. The County and its agents will use their best efforts to avoid causing any damage to private property, and shall restore all areas disrupted during the course of making the repairs to its previous condition, to the extent reasonable. The County and its agents will not be responsible for loss, or costs of restoring any structures, shrubbery, trees, plantings, or other improvements which encroach upon any right-of-ways or easements located within the construction area, as identified by the County, and the Property Owner hereby releases the County and its agents for any such damage.
4. Property Owner acknowledges that by making the repairs under this emergency situation, the County is not accepting any ongoing maintenance or repair responsibility, including responsibility for the improvements and facilities the County may construct in the course of this work.
5. Property Owner will hold County and its agents harmless for any property damage, injury and/or loss suffered as a result of ordinary negligence related to the Repairs contemplated herein. Notwithstanding the foregoing, Property Owner does not waive any claims for injury or property damage caused by professionals, contractors, or subcontractors engaged by the County to provide labor, services, or materials related to the Repairs. County shall ensure that all professionals, contractors, and subcontractors are properly licensed, bonded, and insured as required by law.
6. The parties acknowledge the recitals which are made a part hereof.
7. This Agreement shall become effective after it has been executed by all parties and an attestation of the Clerk and shall remain in full force and effect through the completion of the

Repairs. Upon completion of the Repairs, this Agreement shall cease, except as otherwise provided in paragraph 5.

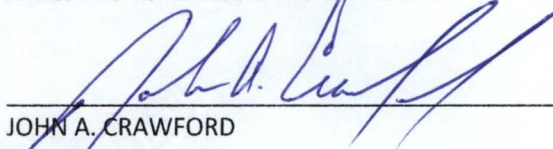
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



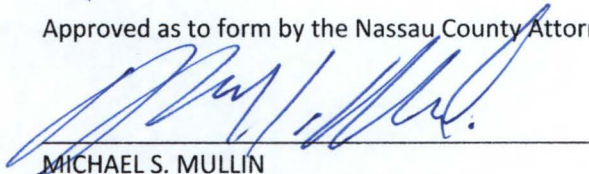
PAT EDWARDS  
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:



JOHN A. CRAWFORD  
Ex-Officio Clerk

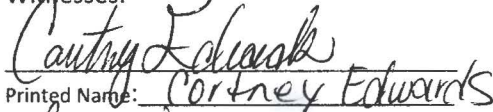
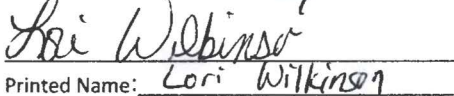
Approved as to form by the Nassau County Attorney:



MICHAEL S. MULLIN

"PROPERTY OWNER"

Witnesses:

  
Printed Name: Courtney Edwards  
Printed Name: Lori Wilkiner  
Print/Type Name: DEBORAH L. BRASHEARS

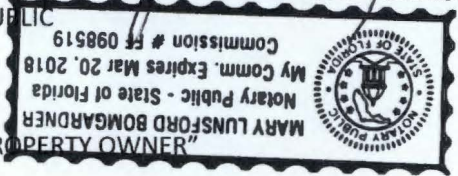
State of Florida

County of Nassau

The foregoing instrument was acknowledged before me this 22 day of MARCH 2015, by Deborah Lynne Kelley Brashears ) is personally known to me or (X) has produced a FLORIDA drivers license of \_\_\_\_\_ as identification.

*Mary Lunsford Bompardner*

NOTARY PUBLIC



Witnesses:

*Lori Wilkinson*  
Printed Name: Lori Wilkinson

*Robert E. Weaver*  
Print/Type Name: ROBERT E. WEAVER

*Cortney Edwards*  
Printed Name: Cortney Edwards

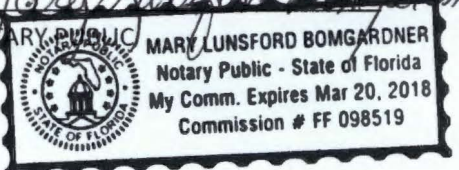
State of Florida

County of Nassau

The foregoing instrument was acknowledged before me this 22 day of March 2015, by Robert Edward Weaver who ( ) is personally known to me or  has produced a Florida drivers license or \_\_\_\_\_ as identification.

*Mary Lunsford Bompardner*

NOTARY PUBLIC





This instrument prepared by:  
Nassau County Attorney's Office  
96135 Nassau Place, Suite 6,  
Yulee, FL 32097

**RIGHT OF ENTRY AGREEMENT AND PROPERTY OWNER ACKNOWLEDGEMENT**

THIS AGREEMENT made this the 22 day of March, 2015, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter the "County") and **CARLIE L. VICKERS and MARY F. VICKERS**, (hereinafter the "Property Owner"), whose address is 34502 Daybreak Drive, Callahan, Florida 32011.

**WHEREAS**, the County has received reports of significant damage to a road known as Daybreak Drive, said road having been dedicated to the public on the recorded plat, but the County contends that the road has not been accepted for maintenance by the County; and

**WHEREAS**, the County has conducted certain investigations, site visits and research on the matter, and the County has declared the situation an emergency as it poses an immediate safety concern; and

**WHEREAS**, the Property Owners have cited alternative theories under which they believe the County is responsible to repair the damage; to wit: (1) the County originally accepted the road for maintenance, or should have, and therefore has some maintenance obligation; (2) the County failed to require the road be constructed to its standards, and are therefore responsible for repairs; (3) the County caused the damage when it placed a road sign in the area where the damage occurred; and

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5. Property Owner will hold County and its agents harmless for any property damage, injury and/or loss suffered as a result of ordinary negligence related to the Repairs contemplated herein. Notwithstanding the foregoing, Property Owner does not waive any claims for injury or property damage caused by professionals, contractors, or subcontractors engaged by the County to provide labor, services, or materials related to the Repairs. County shall ensure that all professionals, contractors, and subcontractors are properly licensed, bonded, and insured as required by law.
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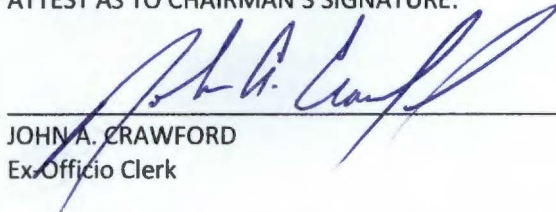
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



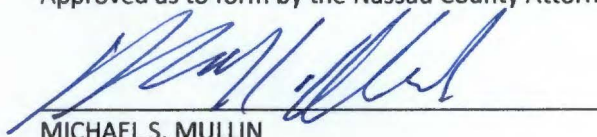
PAT EDWARDS  
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:



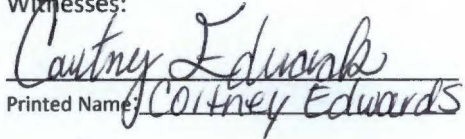
JOHN A. CRAWFORD  
Ex Officio Clerk

Approved as to form by the Nassau County Attorney:

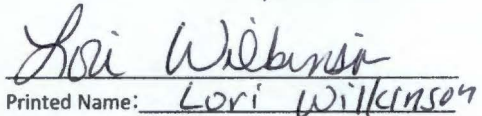


MICHAEL S. MULLIN

Witnesses:

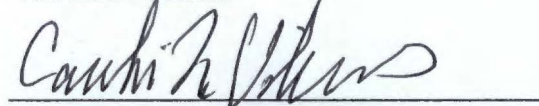


Printed Name: Courtney Edwards



Printed Name: Lori Wilkenson

"PROPERTY OWNER"



Print/Type Name: Carlie L. Vickers

State of Florida

County of Nassau

The foregoing instrument was acknowledged before me this 22 day of March, 2015, by Carlie L. Vickers who  is personally known to me or  has produced a Florida drivers license or \_\_\_\_\_ as identification.



*Mary Lunsford Bmgardner*  
NOTARY PUBLIC MARY LUNSFORD BOMGARDNER  
Notary Public - State of Florida  
My Comm. Expires Mar 20, 2018  
Commission # FF 098519

Witnesses:

*Courtney Edwards*  
Printed Name: Courtney Edwards

*Mary F. Vickers*  
Print/Type Name: Mary F. Vickers

*Lori Wilkins*  
Printed Name: Lori Wilkins

State of Florida

County of Nassau

The foregoing instrument was acknowledged before me this 22 day of March, 2015, by Mary F. Vickers who  is personally known to me or  has produced a Florida drivers license or \_\_\_\_\_ as identification.

*Mary Lunsford Bmgardner*  
NOTARY PUBLIC MARY LUNSFORD BOMGARDNER  
Notary Public - State of Florida  
My Comm. Expires Mar 20, 2018  
Commission # FF 098519

This instrument prepared by:  
Nassau County Attorney's Office  
96135 Nassau Place, Suite 6,  
Yulee, FL 32097

**RIGHT OF ENTRY AGREEMENT AND PROPERTY OWNER ACKNOWLEDGEMENT**

THIS AGREEMENT made this the 22 day of March, 2015, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter the "County") and **JAMES C. RHODEN and BRANDY E. RHODEN**, (hereinafter the "Property Owner"), whose address is 34444 Daybreak Drive, Callahan, Florida 32011.

**WHEREAS**, the County has received reports of significant damage to a road known as Daybreak Drive, said road having been dedicated to the public on the recorded plat, but the County contends that the road has not been accepted for maintenance by the County; and

**WHEREAS**, the County has conducted certain investigations, site visits and research on the matter, and the County has declared the situation an emergency as it poses an immediate safety concern; and

**WHEREAS**, the Property Owners have cited alternative theories under which they believe the County is responsible to repair the damage; to wit: (1) the County originally accepted the road for maintenance, or should have, and therefore has some maintenance obligation; (2) the County failed to require the road be constructed to its standards, and are therefore responsible for repairs; (3) the County caused the damage when it placed a road sign in the area where the damage occurred; and

**WHEREAS**, the County does not agree that the alternative theories set forth herein provide a legal basis upon which the County is responsible to repair the damage or maintain the roads; however, the County agrees, pursuant to the request of the residents living on Daybreak Drive, and the

emergency situation, to repair the damaged area in order to ensure the public safety and welfare of those living in and visiting the area (“the Repairs”); and

**WHEREAS**, the County cites the following: section 177.081, Florida Statutes, County policy, the plat recorded at Plat Book 6, Pages 193-194, the Board of County Commissioners’ minutes of the acceptance of the plat and the obligations of Morning Dove Estates Owners Association, Inc. set forth in the official records of Nassau County, Florida, which the County believes supports its position stated herein; and

**WHEREAS**, the County has conditioned its work upon receiving an acknowledgment that the County does not agree to any additional obligation to maintain or repair the road, and Property Owner will release County from liability for its negligence related to the Repairs from those certain residents of Daybreak Drive directly affected by the damage (being the 6 lot owners from the point on Daybreak Drive where the damage has occurred to its terminus).

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The County and/or its agents will, at the sole expense of the County, prepare a bid package to cause the Repairs of the damaged area adjacent to Lots 16 and 17, and on the eastern driveway on that portion of Lot 17 damaged by the cave-in and hole (structural damage only – not cosmetic). The County, at its sole expense, will undertake the work necessary in order to repair the damaged areas in accordance with the bid package details.
2. The County will have the complete discretion and control over the type of repairs that are made; the manner in which the repairs are made; and all other aspects related to the work performed on site. The County and its agents will use reasonable efforts to apprise Property Owner of the work, construction area, timeframes, and other information as the County may deem necessary.

3. The Property Owner agrees to provide County and its agents with access to their property to the extent necessary to undertake planning and construction of the work. The County and its agents will use their best efforts to avoid causing any damage to private property, and shall restore all areas disrupted during the course of making the repairs to its previous condition, to the extent reasonable. The County and its agents will not be responsible for loss, or costs of restoring any structures, shrubbery, trees, plantings, or other improvements which encroach upon any right-of-ways or easements located within the construction area, as identified by the County, and the Property Owner hereby releases the County and its agents for any such damage.
4. Property Owner acknowledges that by making the repairs under this emergency situation, the County is not accepting any ongoing maintenance or repair responsibility, including responsibility for the improvements and facilities the County may construct in the course of this work.
5. Property Owner will hold County and its agents harmless for any property damage, injury and/or loss suffered as a result of ordinary negligence related to the Repairs contemplated herein. Notwithstanding the foregoing, Property Owner does not waive any claims for injury or property damage caused by professionals, contractors, or subcontractors engaged by the County to provide labor, services, or materials related to the Repairs. County shall ensure that all professionals, contractors, and subcontractors are properly licensed, bonded, and insured as required by law.
6. The parties acknowledge the recitals which are made a part hereof.
7. This Agreement shall become effective after it has been executed by all parties and an attestation of the Clerk and shall remain in full force and effect through the completion of the



Repairs. Upon completion of the Repairs, this Agreement shall cease, except as otherwise provided in paragraph 5.

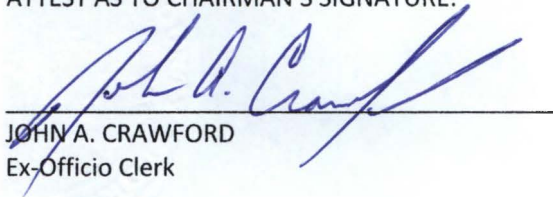
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



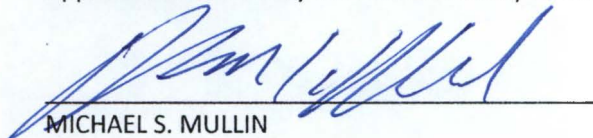
PAT EDWARDS  
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:



JOHN A. CRAWFORD  
Ex-Officio Clerk

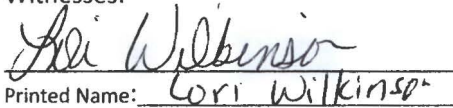
Approved as to form by the Nassau County Attorney:



MICHAEL S. MULLIN

"PROPERTY OWNER"

Witnesses:



Printed Name: Lori Wilkins



Print/Type Name: James C. Rhoden



Printed Name: Courtney Edwards

State of Florida

County of Nassau

The foregoing instrument was acknowledged before me this 22 day of March, 2015, by James C. Rhoden who ( ) is personally known to me or (X) has produced a Florida drivers license or \_\_\_\_\_ as identification.

Mary Lunsford Bmgardner  
NOTARY PUBLIC



Witnesses:

Lori Wilkinson  
Printed Name: Lori Wilkinson

Brandy E. Rhoden  
Print/Type Name: Brandy E. Rhoden

Courtney Edwards  
Printed Name: Courtney Edwards

State of Florida

County of Nassau

The foregoing instrument was acknowledged before me this 22 day of March, 2015, by Brandy E. Rhoden who ( ) is personally known to me or (X) has produced a Florida drivers license or \_\_\_\_\_ as identification.

Mary Lunsford Bmgardner  
NOTARY PUBLIC



This instrument prepared by:  
Nassau County Attorney's Office  
96135 Nassau Place, Suite 6,  
Yulee, FL 32097

**RIGHT OF ENTRY AGREEMENT AND PROPERTY OWNER ACKNOWLEDGEMENT**

THIS AGREEMENT made this the 22 day of March, 2015, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter the "County") **ELIZABETH E. ANNO**, (hereinafter the "Property Owner"), whose address is 34496 Daybreak Drive, Callahan, Florida 3201.

**WHEREAS**, the County has received reports of significant damage to a road known as Daybreak Drive, said road having been dedicated to the public on the recorded plat, but the County contends that the road has not been accepted for maintenance by the County; and

**WHEREAS**, the County has conducted certain investigations, site visits and research on the matter, and the County has declared the situation an emergency as it poses an immediate safety concern; and

**WHEREAS**, the Property Owners have cited alternative theories under which they believe the County is responsible to repair the damage; to wit: (1) the County originally accepted the road for maintenance, or should have, and therefore has some maintenance obligation; (2) the County failed to require the road be constructed to its standards, and are therefore responsible for repairs; (3) the County caused the damage when it placed a road sign in the area where the damage occurred; and

**WHEREAS**, the County does not agree that the alternative theories set forth herein provide a legal basis upon which the County is responsible to repair the damage or maintain the roads; however, the County agrees, pursuant to the request of the residents living on Daybreak Drive, and the

emergency situation, to repair the damaged area in order to ensure the public safety and welfare of those living in and visiting the area (“the Repairs”); and

**WHEREAS**, the County cites the following: section 177.081, Florida Statutes, County policy, the plat recorded at Plat Book 6, Pages 193-194, the Board of County Commissioners’ minutes of the acceptance of the plat and the obligations of Morning Dove Estates Owners Association, Inc. set forth in the official records of Nassau County, Florida, which the County believes supports its position stated herein; and

**WHEREAS**, the County has conditioned its work upon receiving an acknowledgment that the County does not agree to any additional obligation to maintain or repair the road, and Property Owner will release County from liability for its negligence related to the Repairs from those certain residents of Daybreak Drive directly affected by the damage (being the 6 lot owners from the point on Daybreak Drive where the damage has occurred to its terminus).

**NOW THEREFORE**, in consideration of the mutual covenants and benefits set forth herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. The County and/or its agents will, at the sole expense of the County, prepare a bid package to cause the Repairs of the damaged area adjacent to Lots 16 and 17, and on the eastern driveway on that portion of Lot 17 damaged by the cave-in and hole (structural damage only – not cosmetic). The County, at its sole expense, will undertake the work necessary in order to repair the damaged areas in accordance with the bid package details.
2. The County will have the complete discretion and control over the type of repairs that are made; the manner in which the repairs are made; and all other aspects related to the work performed on site. The County and its agents will use reasonable efforts to apprise Property Owner of the work, construction area, timeframes, and other information as the County may deem necessary.



3. The Property Owner agrees to provide County and its agents with access to their property to the extent necessary to undertake planning and construction of the work. The County and its agents will use their best efforts to avoid causing any damage to private property, and shall restore all areas disrupted during the course of making the repairs to its previous condition, to the extent reasonable. The County and its agents will not be responsible for loss, or costs of restoring any structures, shrubbery, trees, plantings, or other improvements which encroach upon any right-of-ways or easements located within the construction area, as identified by the County, and the Property Owner hereby releases the County and its agents for any such damage.
4. Property Owner acknowledges that by making the repairs under this emergency situation, the County is not accepting any ongoing maintenance or repair responsibility, including responsibility for the improvements and facilities the County may construct in the course of this work.
5. Property Owner will hold County and its agents harmless for any property damage, injury and/or loss suffered as a result of ordinary negligence related to the Repairs contemplated herein. Notwithstanding the foregoing, Property Owner does not waive any claims for injury or property damage caused by professionals, contractors, or subcontractors engaged by the County to provide labor, services, or materials related to the Repairs. County shall ensure that all professionals, contractors, and subcontractors are properly licensed, bonded, and insured as required by law.
6. The parties acknowledge the recitals which are made a part hereof.
7. This Agreement shall become effective after it has been executed by all parties and an attestation of the Clerk and shall remain in full force and effect through the completion of the

Repairs. Upon completion of the Repairs, this Agreement shall cease, except as otherwise provided in paragraph 5.

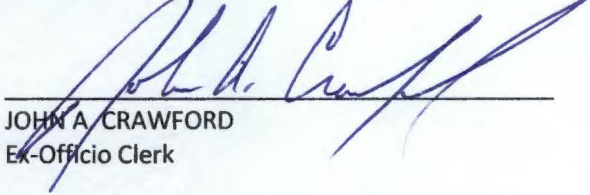
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

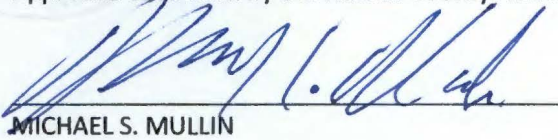


PAT EDWARDS  
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:

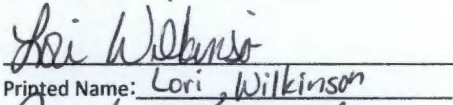
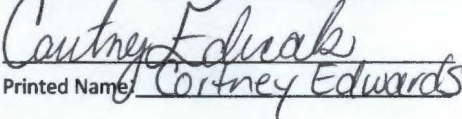
  
JOHN A. CRAWFORD  
Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:

  
MICHAEL S. MULLIN

"PROPERTY OWNER"

Witnesses:

  
Printed Name: Lori Wilkinson  
Printed Name: Courtney Edwards  
Print/Type Name: Elizabeth E. Anno

State of Florida

County of Nassau

The foregoing instrument was acknowledged before me this 22 day of March 2015, by Elizabeth F. Anno who (X) is personally known to me or ( ) has produced a \_\_\_\_\_ drivers license or \_\_\_\_\_ as identification.

*Mary Lunsford Bomgardner*  
NOTARY PUBLIC

