Customer Purchase Order for John Deere Construction Equipment Company Products A 42060

USTOMER'S NAME & ADDRESS (First Signer))	DATE OF ORDER		DEALER OR	DER NO.	DEALER	ACCOUNT NO.
NAME (First, Middle Initial, Last)	~	5/2/00				9008	8
Nassau County Board, of, Co, (CASH LEASE TIME SALE SALE	SOC. SEC. IIRS N	O. EIN NO.	CUSTOM	ER SALES 1	TAX EXEMPT. NO.
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Nassau 716935	904-321-5700,	Ja	cksonville,	FL 3221	6		
CUSTOMER'S NAME & ADDRESS (Second Sign	ner)						
NAME							
		CUSTOMER IS:	ADD CUSTO	MER NAME TO	O MAIL LI	ST (Check	(One or More)
STREET OR RR			dividual Construction	Utility	- Fore	estry	Government
		Enter Marketing Code	es in boxes at right using th	e PURCHASER 1	TYPE CODE	MARKET US	SE CODE
		list printed on the Inst	truction Sheet as reference	• 4		49	9
SECURE EXTENDED IS		COUNTY				OTATE	
	LOCATION OF FIRST WORKING USE		u			STATE	COUNTY CODE
Accepted (Initials)		<u>Nassau</u>	n	<u>illiard</u>		<u></u>	<u> </u>

I (We), the undersigned, hereby order from you the Equipment described below, to be delivered as shown below. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

QTY. R A B EQUIPMENT (Give Model, Size & Description) (Hours of U	Jse) PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE
1 X John Deere 670C Motor Grader STK#9717	DW670CX576789	127,351 00
1 X John Deere 670C Motor Grad e r STK#9716	DW670CX576788	127,351 00
1 X John Deere 670C Motor Grader STK#9720	DW670CX576813	127,351 00
1 X John Deere 670C Motor Grader STK# 9727	DW670CX 576859	127,351 00
	1. TOTAL CASH PRICE	509,404 00

IMPORTANT WARRANTY NOTICE: The written new equipment warranty for John Deere Construction Equipment Company (John Deere) products, "SECURE Warranty", is printed on the back of this Purchase Order and is a part of this contract. Please read it carefully before signing. No express warranty is made unless identified on this Purchase Order. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED ON BOTH SIDES OF THIS PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

USED JOHN DEERE PRODUCTS ONLY: John Deere will transfer remaining SECURE Warranty coverage to the purchaser of a used John Deere product that has been used for less than the full period of the SECURE Warranty coverage provided at the product's original retail purchase. This transfer is not effective unless and until John Deere's written confirmation of transfer, indicating when the transferred coverage will expire, is received by the purchaser. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE SECURE WARRANTY COVERAGE ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN APPLICABLE.

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

QTY.	DESCRIPTION OF TRADE-IN	PRODUCT IDENTIFICATION NO.	AMOUNT
1	JD 670B Motor Grader	DW670BX536764	28k000 00
1	JD 670B Motor Grader	DW670BX536765	28,000 00
1	JD 670B Motor Gr ader	DW670BX536763	30,000 00
1	JD 670B Motor Grader	DW670BX538783	30,000 00
		<u></u>	
AOVA	OWI FROMENTE: L(Ma) area in the holders due (line 0) shows because in each of the events of	2. TOTAL TRADE-IN ALLOWANCE	116,000 00
	OWLEDGMENTS: I (We) promise to pay the balance due (line 8) shown hereon in cash, or to execute a Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment,	3. BALANCE	393,404 00
plus ac	ditional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Equipment	4. SALES TAX	EXEMPT
is acco	d herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing propheted.	5. SUB-TOTAL	393,404 00
	understand that my (our) rights in connection with this purchase are limited as set forth on both sides	6. RENTAL APPLIED	
	Purchase Order.	7. CASH WITH ORDER	134,000 00
	1 in a	8. BALANCE DUE	259,404 00
Custon Signatu	ner's ARADA Accepted By Charles	(Authorized Signature of Seller)	Cevelopmit
Custon Signati		_Salesman Mar Cest &	May
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DF-2546 Reprinted (1-00) Effective (01-01-00) Printed in U.S.A.

JOHN DEERE "SECURE WARRANTY" FOR NEW CONSTRUCTION, UTILITY AND FORESTRY PRODUCTS

This Purchase Order applies to machines with:

- 6 Months SECURE Warranty Full Machine Coverage (Products 100 HP and Above).
- 12 Months SECURE Warranty Full Machine Coverage (Products Under 100 HP).
- 6 Months SECURE Warranty Full Machine Coverage + 18 Months Powertrain Coverage (Skidders and Wheeled Feller Bunchers first rented or sold after 14 December 1999).

The "SECURE Warranty" is part of the SECURE protection package available from John Deere Construction Equipment Company ("John Deere") to purchasers of new John Deere products:

- SECURE Warranty is John Deere's standard new equipment warranty, which provides the coverage described on this page at no additional charge to the purchaser.
- SECURE Extended is a separate repair contract made available by John Deere for purchasers who wish to complement their SECURE Warranty coverage with additional, purchased coverage. Complete SECURE Extended details, including coverage options and limitations, are set forth in the Application for SECURE Extended Repair Coverage, which is available from authorized John Deere dealers.

A. SECURE WARRANTY - GENERAL PROVISIONS

Under the below-described "SECURE Warranty" coverage, John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original relail purchaser, are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below.

SECURE Warranty coverage applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence, is extended only to the original retail purchaser of the product. Remaining SECURE Warranty coverage applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if (1) the subsequent purchaser requests warranty transfer from an authorized John Deere dealer before the product's SECURE Warranty coverage expires, and (2) John Deere's written confirmation of the transfer is received by the subsequent purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been.

Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the customer at the time of purchase.

B. WHAT IS COVERED BY SECURE WARRANTY

- SECURE Warranty Full Machine: All parts of a new John Deere product (except those noted in Sections D and E below) are covered by SECURE Warranty for the applicable Full Machine coverage period set out above. Coverage begins on the date of delivery of the product to the original retail purchaser.
- 2. SECURE Warranty Powertrain for Skidders and Wheeled Feller Bunchers first rented or sold after 14 December 1999: Certain powertrain components of these products are covered by warranty for a total of 24 months or 4,000 hours of machine operation (no hour limitation for the first six (6) months), whichever occurs first. This powertrain warranty commences and runs concurrently with SECURE Warranty Full Machine coverage, and applies to the following items:

Engine Items Covered in Powertrain: Rocker arm cover and gasket, cylinder head and gasket, oil pan and gasket, injection pump and gasket, injection nozzle, water pump and gasket, the:mostats, engine block, ring gear and flywheel, timing gear cover, front and rear engine seals, turbocharger and gaskets, manifolds and gaskets, front damper, engine oil cooler and aftercooler, flywheel housing and gasket, electronic engine speed control system and hydraulic actuator and all parts fully enclosed within the above systems.

Engine Items Not Covered: Oil filler tube, engine filters and gaskets, fuel lines, fuel transfer pump and gasket, air cleaners and associated parts, pressure / temperature sensors and sending units, engine mounts and supports, all pulleys and belts, starter, alternator, engine speed control wire harnesses, linkage and cables, radiator and hoses, engine oil lines, water piping, muffler and associated parts, fuel tank and associated parts, engine wiring, cold weather starting aids, fan and fan drives.

Transmission / Differential Items Covered in Powertrain: Electronic and / or hydraulic control valves, pump and valve controller, clutch housing (except dry clutch disk), torque converter, reverser with control valve, splitter drive, transfer drive, drive shaft with universal joints, hydrostatic transmission pump and / or motor assemblies (including control valve), pump, brakes and their control valves, swing motor and brake, swing gearbox and bearings, rotary manifold, control valves for propet and swing functions), axle(s) and differential(s), final drive and axles, wet steering clutches, wet steering brakes and wet service and wet parking brakes, mechanical front wheel drive differential / axle assembly with its drive shaft with universal joint and control, hydraulic front wheel drive axle and wheel drive assembly (including the drive pump and motor, electronic control and solenoid control valve and divider valve), front wheel drive sensors (not wire harness). Park brake pinion shaft, bearing, and bearing quill are covered on motor graders only.

Transmission / Differential Items Not Covered: Shift control linkage, levers and pedals, switches and wiring, control rods, pressure / temperature sensors and sending units, external oil lines, filler tubes, filters and filter screens, accumulator and related relief valves, oil cooler, dry clutch disk, disconnect levers and handles, all outboard (or outer) axle shaft seals (including those on MFWD) that sustain external damage, undercarriage components, wheels, tie rod, dry steering clutches, dry service and dry park brakes, hydrostatic elevator drives, differential lock valve and associated parts, hydraulic hoses and lines, brake valve, brake accumulator, external brake linkage.

C. EXCLUSIVE REMEDY

The repair or replacement of covered parts that are defective, as provided in Section A above, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes, and insurance premiums, and less a reasonable allowance for use of the product pr

In no event will the dealer. John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss.

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Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY

SECURE Warranty does not apply to batteries, radios, tires, or fuel injection nozzles and pumps, or to Cummins Engines installed in 550LC and 750 Excavators, which are covered by separate written warranties.

E. ITEMS NOT COVERED

John Deere is not responsible for the following:

- 1. Premiums charged for overtime labor requested by the purchaser.
- Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer (except as otherwise provided in Section H below).
- 3. Used products (except as otherwise provided in Section A above)
- 4. Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection ouring storage, vandalism, the elements, or collision or other accident.
- Normal maintenance and replacement of maintenance and wear items, such as filters, oil, coolants and conditioners, blades and cutting edge parts, belts, dry brakes and dry clutch linings, and bulbs.
- Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
- For warranty repairs made in the field, any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

F. UNAPPROVED SERVICE OR MODIFICATION

John Deere is relieved of its obligations under SECURE Warranty if:

- Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
- 2. The product is modified or altered in ways not approved by John Deere.

G. PARTS REPLACED UNDER SECURE WARRANTY

Only new or remanufactured parts or components, furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product. John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days (12 months or 1500 hours, whichever occurs first, for remanufactured components) after installation or before expiration of the applicable SECURE Warranty coverage, whichever is later.

H. OBTAINING SECURE WARRANTY SERVICE

To obtain SECURE Warranty service, the purchaser must request SECURE Warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective.

SECURE Warranty repairs can be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

I. NO IMPLIED WARRANTY OR OTHER REPRESENTATION

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations or promises, express or implied, as to the quality, performance, or treedom from defect of its products, other than those set forth on this page, and NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

J. NO DEALER WARRANTY

The selling dealer makes no warranty of his own on any item covered by this warranty, and makes no warranty on other items unless he delivers to the purchaser a separate written warranty certificate specifically warranting the item. The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.

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OWNER NAME Nassau Co	ounty Board	of County	Commission	ers		- -
ADDRESS (Street, BR)	4000	Fernandina	(n)	(State/Province)	35-4000	
DEALER	DEALER NAME	!				
DEALER NUMBER	ADDRESS (City/T Jackson	<u>ial Tractor</u> ^{own)} ville	Lompany, FL	ate/Province)	PREPARED BY: D. RUSSO	
PRODUCT DESCRIPTION	JD/670C	MotorGrad		HOURMETEF READING 2	DW670CX576859	DELIVERY DATE
MPORTANT NOTE TO before signing. YOUR RI OF THIS DOCUMENT. Deere's Secure Extende OWNER RESPONSIBIL	OWNER: - Complete GHTS AND REMED WHERE PERMITTE d Repair Coverage in ITIES. After the pro-	e terms of John Deer NES IN CONNECTIO D BY LAW, JOHN E s not insurance. Dduct's SECURE Wa	e's Secure Extend N WITH SECURE EERE PRODUCT rranty coverage ex	ed Repair Coverage are EXTENDED REPAIR CC S CARRY NO IMPLIED pires, the owner (lessee,	set forth on this document. Pleas VERAGE ARE LIMITED AS IND WARRANTY OF MERCHANTAL for leased products) will be resp	DICATED ON BOTH SIDES BILITY OR FITNESS. John bonsible for the first \$200 of
Powertrain Plus Hydrauli ACKNOWLEDGEMENT that it is not insurance. Is confirmation of Secure E	cs coverage is the o S: I have read and also understand that treaded coverage fr	nly coverage in effect understand the terms the coverage-applied	t). , including limitatior	ns and exclusions, of John	(1) engine or powertrain, (2) hyd Deere's Secure Extended Repair (1) pay the charge for this cover Date $6-29$	r Coverage, and understand age, and (2) receive written
OWNER SIGNATURE The owner and produ DEALER SIGNATUR	ct identified above	e meet all requirem	ents for the cov		the coverage charge has be	en paid.
TRANSFER -The une for complete details).	xpired portion of the Complete the sec	tion below to requ	ed Repair Cover		d with John Deere's approval	
PURCHASER APPLICATION:	DEALER NUMBER CHARGED	PURCHASER NAME		······		
Government Rental Forestry Extreme Duty DATE MACHINE SOLD	TRANSITE LIGHT	ADDRESS (Street, RR)		(City/Town)		(Zip/Postal Code) -
· DATE MAURINE SOLD	READING	DATE INSPECTION COM- PLETED & APPROVED	SIGNATURE OF NEW E	BUYER DAT		DATE

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**Forestry Extreme Du		mons are: 5									. <u></u>		·	
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OWNER NAME Nassau Coun								ED	<u> </u>		ECLINI	ED		•••
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9008		iss (City. Jackso	nvill	е	FL	tate/Provinc	;e)		EPARED D. RI					
PRODUCT DESCRIPTION		570C	Moto	ir Grad	er STK#97		HOURMETE	DW	ODUCT II	X576	813	, 		VERY DATE
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The owner and produ DEALER SIGNATUR		ified abo	ve meet	att requirem			quested, and		-	charg D <u>ate</u>	2 1	· .	paid. 00	
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6:44:17 Upon the recommendation of the Director of Public Works, it was moved by Commissioner Marshall and seconded by Commissioner Vanzant to authorize the Chairman to sign purchase agreements with Industrial Tractor, Inc. for the purchase of four road graders; down payment of \$134, 000 funding source 03403541-564000 equipment grading. Motion and second were amended and unanimously carried to covenant to budget to appropriate for annual payments of \$72,933.08 commencing January 1, 2001 through January 1, 2004.

JOHN DEERE F	Applica OR JOHN	tion Fo	or SE		, UTILITY, A	ed R	l epai OREST	r Co Try F	ver PROE		Э ТS	
The John Deere equipm Equipment Division, in (for the John Deere pro Owner desires the SEC	Canada) ("John Di duct identified bel	eere") for Johr ow.	n Deere SE	ECURE Extended	plies to John Deere Repair Coverage, in	Construc n accorda	tion Equipn ince with th	nent Corr e terms s	ipany (J set forth	iohn De on bot	ere Lin h sides	nited Construction of this document
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owner name Nassau Coun	ty Board	of Coun		nmissione	^S							
ADDRESS (Street, RR)		Fern	(City/Tow and ina	^m Beach	State/Province	e) 	320	ip/Postal 35-4(Code))00			
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PRODUCT DESCRIPTION	MODEL JD/670C	PRODUC		er STK#97	720 READ		PRODUC DW670	CX576	5813	_ <u></u>		ERY DATE
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CUSTOMER

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The John Deere equipm	ient owner (or lessee Canada) ("John Deer duct identified below.	e) identified below ("C e") for John Deere S	wner") hereby appl ECURE Extended F	ies to John Deere Constructi	on Equipment Company (John D nee with the terms set forth on bo	eere Limited Constructio
_				TION GROUP		
CHECK ONE: COMMERCIAL FORESTRY or S Severe Duty applicat "Forestry Extreme Di	tions are: Demolition, C		ME DUTY** I, and Land Fill Applica	(84 months / 10,000 (36 months / 5,000 t tions, and any other applications	hours maximum coverage) nours maximum coverage) s that are similarly destructive or invo	ive similarly heavy duty.
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P.O. Box	4000	Fernandina	Beach, FL	32035	5-4000	
DEALER	DEALER NAME Industr	ial Tractor	Company	Inc		·
DEALER NUMBER	ADDRESS (City/ Jackson	ville	FL ^{(Sta}	ate/Province)	PREPARED BY: D. RUSSO	
PRODUCT DESCRIPTION	JD/670C	MotorGrad	er STK# 9		PRODUCT ID. NUMBER (PIN)	
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	ct identified above			erage requested, and the	e coverage charge has been Date 6 / 1 4 /	 paid.
	complete the sec	tion below to requ	ed Repair Covera est transfer.	age may be transferred w	vith John Deere's approval (s	see Section H on bac
Forestry or Severe Duty	DEALER NUMBER CHARGED	PURCHASER NAME)	(City/Town)	(State/Province)	(Zip/Postal Code)
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Customer Purchase Order for John Deere Construction Equipment Company Products A 42060

CUSTOMER'S NAME & ADDRESS (First Signer)	DATE OF ORDER	COMPANY UNIT	DEALER ORDER NO	DEALER ACCOUNT NO.
NAME (First, Middle Initial, Last)	5/2/00			9003
Nassau, County, Board, of, Co., Comm,	CASH LEASE TIME	SOC. SEC. I IRS NO	D. EIEIN NO. CUST	OMER SALES TAX EXEMPT. NO.
(SECOND LINE OF OWNER NAME)	SALE SALE			01 005005 500
	X	<u>59-1863042</u>	55-	<u>04-005905-53C</u>
STREET OR RR	SELLER'S NAME & A			
, P., C., Box, 4000,	In	<u>dustrial Trac</u>	<u>ctor Compan</u>	y, Inc.
CITY STATE ZIP CODE				
Fernandina Beach , , , FL 32035-4000	68	<u>70 Philips H</u>	ighway	·
COUNTY PURCHASER ACCT. PHONE NUMBER			•	
Nassay , , , , , , , 716935, 904-321-5700,	Ja	cksonville,	FL <u>32216</u>	
CUSTOMER'S NAME & ADDRESS (Second Signer)				
NAME				
	CUSTOMER IS:	ADD CUSTON	AER NAME TO MAIL	LIST (Check One or More)
STREET OR RR	1 7 1		— . —	· · ·
STREET ON AN	Business In	dividual Construction		Forestry Government
	Enter Marketing Code	a in horse at right using the	PURCHASER TYPE COD	E MARKET USE CODE
CITY STATE ZIP CODE	list printed on the Inst	s in boxes at right using the ruction Sheet as reference.		49
			4	45
SECURE EXTENDED IS	COUNTY		CITY	STATE COUNTY CODE
Accepted Minitals	Nassau	<u> </u>	<u>illiard</u>	<u> </u>

I (We), the undersigned, hereby order from you the Equipment described below, to be delivered as shown below. This order is subject to your ability to obtain such Equipment from the manufacturer and you shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control. The price shown below is subject to your receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

QTY.	Zm2	REZTAL	EQUIPMENT (Give Model, Size & Description) (Hours of Use	PRODUCT IDENTIFICATION NO.	DELIVERED CASH PRICE
1	X		John Deere 670C Motor Grader STK#9717	DW67.0CX576789	127,351 00
1	X		John Deere 670C Motor Grader STK#9716	DW670CX576788	127,351 00
1	X	Π	John Deere 670C Motor Grader STK#9720	DW67,0CX576813	127,351 00
1	X	Π	John Deere 670C Motor Grader STK# 9727	DW670CX 576859	127,351 00
				1. TOTAL CASH PRICE	509,404 00

IMPORTANT WARRANTY NOTICE: The written new equipment warranty for John Deere Construction Equipment Company (John Deere) products, "SECURE Warranty", is printed on the back of this Purchase Order and is a part of this contract. Please read it carefully before signing. No express warranty is made unless identified on this Purchase Order. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED ON BOTH SIDES OF THIS PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

USED JOHN DEERE PRODUCTS ONLY: John Deere will transfer remaining SECURE Warranty coverage to the purchaser of a used John Deere product that has been used for less than the full period of the SECURE Warranty coverage provided at the product's original retail purchase. This transfer is not effective unless and until John Deere's written confirmation of transfer, indicating when the transferred coverage will expire, is received by the purchaser. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE SECURE WARRANTY COVERAGE ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN APPLICABLE.

f (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.

QTY.		DESCRIPTION OF TRADE-IN	PRODUCT IDENTIFICATION NO.	AMOUNT
: 1	JD 670B	Motor Grader	DW670BX536764	28,000 00
1	JD 670B	Motor Grader	DW670BX536765	28,000 00
1	JD 670B	Motor Grader	DW670BX536763	30,000 00
1	JD 670B	Motor Grader	DW6706X538783	30,000 00
			2. TOTAL TRADE-IN ALLOWANCE	110,000 00
		S: I (We) promise to pay the balance due (line 8) shown hereon in cash, or to execute a Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment,	3. BALANCE	393,404 00
plus ad	dditional charges	shown thereon, or to execute a Lease Agreement, on or before delivery of the Equipment	4. SALES TAX	EXEMPT
	d herein. Despite omplished.	physical delivery of the Equipment, title shall remain in the seller until one of the foregoing	5. SUB-TOTAL	393,404 00
	•	t my (our) rights in connection with this purchase are limited as set forth on both sides	6. RENTAL APPLIED	
	Purchase Orde		7. CASH WITH ORDER	134,000 00
	and the second second	110 0	8. BALANCE DUE	259,404 00
Custon	ner's	Maton Accepted By Charles	2. Story May Bus	Owlogant

Customer's Signature

Date Accepted

Salesman

(Authorized Sid

DELIVERED WITH OPERATOR'S MANUAL ON:

Municipal/Governmental Lease Purchase Agreement

LEASE PURCHASE AGREEMENT ("this Lease") entered into as of the 20 day of June, 2000, between Deere Gredit, Inc. ("Lessor") and NASSAU COUNTY BOARD OF COMMISSIONERS a municipal corporation or political subdivision of the State of FL ("Lessee").

- 1. TERMS & PAYMENTS Lessor leases to Lessee, and Lessee leases from Lessor, the equipment described in one or more Exhibits, attached to and made a part of this lease. The term "Equipment's su used herein shall refer collectively to the equipment described in all Exhibits attached to this Lease. Lessee agrees to pay Lease Payments in advance on the dates shown on various Exhibits which may be attached to this Lease and executed by Lessor and Lessee from time to time (collectively referred to as "Payment Schedule") with a portion of each Lease Payment to represent payment of interest and a portion to represent payment of principal as shown on the Payment Schedule.
- PROPERTY TAXES, LICENSE FEES, ETC. In addition to the Lease Payments to be made pursuant to Section 1, Lessee agrees to pay, and to indemnify and hold Lessor harmless from all license, sales, use, personal property or other taxes, penalties, fines, interest or charges of any kind that may be assessed or charged against the Equipment or use thereof.
- 3. LESSEE'S COVENANTS & REPRESENTATIONS Lessee represents and warrants as follows for the benefit of Lessor (all such representations and warranties being continuing), and is delivering an opinion of its counsel dated the date hereof, in form and substance satisfactory to Lessor, confirming that Lessee has the authority to enter into this Lease and make the following Representations and warranties:
 - 3.1 Lessee is a public body corporate and politic, or political subdivision thereof, legally existing under the laws of the State of : FL
 - 3.2 This lease has been duly authorized, executed and delivered to Lessee;
 - 3.3 This lease is a legal, valid and binding obligation of lessee, enforceable in accordance with its terms.
 - Lease further represents and warrants as follows:
 - 3.4 Lessee will do all things lawfully within its power to obtain and maintain funds from which the Lessee payments may be made, including making provision for such payments to the extent necessary in each biannual or annual budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available reviews and appeals in the event such portion of the budget is not approved. To the knowledge of Lessee, there are no circumstances affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Equipment or adversely affect its ability or willingness to budget funds for the payment of sums due hereafter.
 - 3.5 There are no actions, lawsuits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if determined adversely against Lessee, would have a material adverse effect on the ability of Lessee to perform its obligation under this lease.
 - 3.6 Lessee does not have budgeted in its current fiscal period Sufficient funds to purchase the Equipment for cash.
 - 3.7 This lease will not constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code in that Lessee will not sublease the Equipment, nor will Lessee enter into any management, output, or similar types of contracts where more than 10 percent of the proceeds of the lease-purchase agreement will be used for one or more private business uses or where the payment of the proceeds of this Lease will be made, either directly or indirectly, by payments, property, or monies borrowed by private business users. (The term "private business use" means any direct or indirect use in a trade or business carried on by an individual or entity other than a state or local government unit, including use by the Federal Government or any agency thereof. A special exemption is Provided for "exempt facility bonds" and "501(c) (3) [tax-exempt organization] bonds")
- 3.8 This Lease will be used for government or 501(c) (3) purposes and, thus, will not constitute an investment. This Lease was not created for the purpose of arbitrage. Nevertheless, should a "Certificate of Arbitrage" be required, this Section is deemed to be such a Certificate, executed and delivered in accordance with the provisions of Section 1.103-13, 1.103-14 and 1.103-15 of the Income Tax Regulations. And by the signature of the Lessee below, the Lessee certifies that the Lessee has not been notified by the Internal Revenue Service of any listing or

notified by the Internal Revenue Service of any listing or proposed listing of the Lessee as an Issuer whose arbitrage certificate may be relied upon.

- 3.9 Lessee will report this Lease to the Internal Revenue Service by filing form 8038-G or 8038-GC, whichever is appropriate. Lessee understands that failure to do so will cause the Lease to lose its tax-exempt status. Therefore, Lessee agrees that if it fails to file the appropriate form, the interest rate set forth in the Payment Schedule will be adjusted to an equivalent taxable interest rate
- NON-APPROPRIATION OF FUNDS
 - 4.1 In the event funds are not budgeted and appropriated in any fiscal year for Lease Payments due under this Lease for the then current or succeeding fiscal year, this Lease shall impose no obligation on the Lessee as to such current or succeeding fiscal year and shall become null and void except as to the Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accure to the benefit of Lessor, its successors or assigns, for any further payments.
 - 4.2 If the provisions of Section 4.1 are utilized by Lessee, Lessee agrees To immediately notify the Lessor or his assignee of the Lease if funds Are not budgeted and appropriated, to peaceably surrender possession Of the Equipment to Lessor or its assignee and that it will not purchase, lease or rent equipment performing functions similar to those performed by the Equipment for a period of (90) days from the date of surrender of the EquipmenL
- 5. EARLY TERMINATION / PREPAYMENT In the event Lessee should desire to terminate this Lease in its entirety or for any piece of equipment described in any Exhibit attached hereto, or prepay its obligation on any Lease Payment due date prior to the end of the Lease Term, for reasons other than nonappropriation of funds as described in Section 4, the following options are available:
 - 5.1 Lessee may request Lessor to sell the Equipment for a fair market price, and Lessee shall pay Lessor the Termination Value shown on the Payment Schedule less the net proceeds received from the sale of the Equipment.
 - 5.2 Lessee, having complied with the terms and conditions of this Lease, shall have the option to prepay its obligation by paying the Termination Value shown on the Payment Schedule.
- 6. NEW EQUIPMENT WARRANTY Lessee acknowledges and agrees (a) that the Equipment was selected by Lessee; (b) that Lessee is satisfied that the same is suitable for its purpose; © that Lessor is not a manufacturer thereof nor a dealer in property of such kind; and (d) THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY OR COVENANT WITH RESPECT TO THE MERCHANTABILITY, AND CONDITION, QUALITY, DESCRIPTION, DURABILITY, OR SUITABILITY OF ANY SUCH UNIT IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE. Lessor hereby assigns to Lessee, to The extent assignable, any warranties, covenants, and representations of the Vendor with respect to the Equipment, provided that any action taken by Lessee by reason thereof shall be at the sole expense of the Lessee and shall be consistent with Lessee's obligations pursuant to the terms of this Agreement.

DEFAULT & LESSOR'S REMEDIES

- 7.1 The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily, by operation of law or pursuant to any order of any court or governmental agency:
- 7.1.1 Failure by Lessee to pay any Lease Payment within thirty (30) days of the time specified;
- 7.1.2 Lessee's failure to comply with any other covenant, condition or agreement of Lessee hereunder for a period of thirty (30) days after notice thereof;
- 7.1.3 Lessee shall make, permit or suffer any unauthorized assignment, transfer or other disposition of this Lease, or any interest herein or of any item(s) of the Equipment or interest therein:
- 7.1.4 Any other event, the occurrence of which causes Lessor to deem itself insecure.
- 7.2 Upon the occurrence of any Event of Default specified herein, Lessor May exercise any or all of the following remedies:
- 7.2.1 Enforce this Lease by appropriate action to collect amounts due or To become due hereunder, by acceleration or otherwise.

	A
LESSOR: DEERE CREDIT, INC 14 Jan Junior Title Area Balis Manager Tate accepted Area 4 2000	LESSEE: NASSAU COUNTY BOARD OF COMMISSIONERS By THIE CHAIRMAN THE CHAIRMAN THE CHAIRMAN CHIP Dailey, Jr. Ex-Officio Clerk

ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT

LEASE NUMBER DEALER ACCT. NO. 17-9008

ADDITIONAL PROVISIONS CONCERNING RIGHTS OF THE PARTIES

- event Lessee shall be liable for a any mounts payable hereunder through the date of such termination and all costs and expenses (including, but not limited to reasonable attorney's fees) incurred by Lessor in connection therewith.
- 7.2.3Sell the Equipment at public or private sale. In the event the proceeds of such sale, less the costs of repossession (including reasonable attorney's fees and the costs of sale) and less any past due Lease Payments or interest owing by Lessee (the disposition credit), do not equal the applicable Termination Value on the current Lease Payment date, then Lessee shall be liable for the difference between said disposition credit and such Termination Value.
- 7.2.4 Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses (including but not limited to reasonable attorney's fees) incurred by essor in connection therewith
- INTEREST ON DEFAULT- If Lessee fails to pay any Lease 8. Payment(s) specified in Section 1 within ten (10) days after the date due, Lessee shall pay Lessor interest on such delinquent Lease Payment(s) from the due date until paid at the lower of twelve percent (12%) per annum or the highest rate permitted by law.
- ASSIGNMENT & SUBLEASE 9. LESSEE SHALL NOT SELL, ASSIGN, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE, THE EQUIPMENT OR ANY PART THEREOF, OR ANY INTEREST THEREIN, OR PERMIT THE EQUIPMENT OR ANY PART THEREOF TO BE USED BY ANYONE OTHER THAN LESSEE OR ITS EMPLOYEES. EXCEPT TO ITS CORPORATE AFFILIATES, LESSOR SHALL NOT SELL, ASSIGN, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE TO ANYONE.
- TITLE- Title to the Equipment shall pass to Lessee immediately upon acceptance of the Equipment by Lessee, subject to Lessor's security interest. Upon termination of this Lease under Section 4, Section 5.1 or Section 7, title to the Equipment shall revert to Lessor.
- 11. SECURITY INTEREST- As security for Lessee's covenants and obligations under this Lease, Lessee grants to Lessor and its assignee a security interest in the Equipment and all attachments, additions, accessions and substitutions to or for the Equipment. Lessee agrees to execute such additional documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Its security interest.

7.2.2Terminate this Agreement and repossess the Equipment, in which 12. LOSS OR DAMAGE TO EQUIPMENT- All risk of loss or damage to the Equipment is assumed by Lessee until it is returned to Lessor. In the event of total loss of the Equipment, Lessee shall pay Lessor the Termination Value shown on the Payment Schedule for the current Lease Payment date, less proceeds of insurance and salvage value of the Equipment.

13. INSURANCE

- 13.1 Lessee, at its own expense, will carry Comprehensive General Llability insurance including contractual liability with minimum limits of \$1,000,000 bodily Injury each occurrence and \$250,000 property damage each occurrence. Lessee also agrees to have its insurer Include Lessor and its assigns as Additional Insureds.
- 13.2 Lessee, at its own expense, shall keep the Equipment insured against all risk of physical damage for no less than its actual cash value. Such insurance shall include a loss payable clause made out in favor of the Lessor, and the proceeds of same insurance, at the option of Lessor, shall be applied toward the replacement, restoration or repair of said Equipment, or to payment of any obligation to Lessee hereunder. PAYMENT OF ANY INSURANCE PROCEEDS SHALL NOT AFFECT LESSEE'S OBLIGATIONS UNDER SECTION 12, INCLUDING ITS OBLIGATION TO PAY ANY DIFFERENCE BETWEEN TERMINATION VALUE/OPTION PRICE AND INSURANCE PROCEEDS AND SALVAGE PROCEEDS RECEIVED BY LESSOR. Alternatively, upon prior approval by Lessor, Lessee may meet this requirement by furnishing Lessor with satisfactory proof of self-insurance and of Lessee's ability to meet its obligations hereunder.
- 13.3 Lessee shall deliver to Lessor certificates or other evidence satisfactory to Lessor that Insurance is maintained as required under Section 13.1 and 13.2 until Lessee Is no longer liable for loss or damage to the Equipment as provided in Section 12 hereof. Such insurance shall be effective from the date of the Lease and shall include a clause obligating the insurer to give Lessor not less than fifteen (15) days prior written notice of any material change in or cancellation of the insurance. If Lessee fails to deliver evidence of physical damage insurance or to maintain such insurance in force until Lessee is no longer liable for loss or damage to the Equipment under Section 12, it is understood the Lessor may, but shall not be obligated to purchase such Insurance. Lessee agrees to pay the cost thereof at such time as Lessor demands or to have to cost thereof added to the Lease Payments due hereunder, at the sole discretion of Lessor.

And A essee's Initials

App 50581

INIFORM COMMER		CING STATEME	=NT ⊢	ORM UCC-1 (REV. 19	
Debtor // act Name Eli	This Financing Statement is presented to a filin				
Debtor (Last Name Fin NASSAU COUNTY BO	ARD OF COMMISSIONERS			59-1863042	
o. Mailing Address O BOX 386		1c. City, State HILLIARD, FI		1d. Zip Code 32046	
Additional Debtor or Tra	ade Name (Last Name First if an Individual		2a. Date of Bir	th or FEI#	
. Mailing Address		2c. City, State		2d. Zip Code	
Secured Party (Last Nan DEERE CREDIT, IN	ne First if an Individual)	-			
Mailing Address		3b. City, State		3c. Zip Code 50265	
Assignee of Secured Pa	rty (Last Name First If an Individual)	WEST DES MO	INES, IA		
-	*				
Mailing Address		4b. City, State		4c. Zip Code	
	70C GRADER S/N DW670CX5768				
EASE ACCOUNT# 99	9993599				
Check only if Applicable: Check appropriate box:	9993599 Products of collateral are also covered. All documentary stamp taxes due and pays		of collateral are also covered. and payable pursuant to s. 201.22 F	Debtor is transmitting utility	
Check only if Applicable: Check appropriate box: (One box must be marked)	Products of collateral are also covered. All documentary stamp taxes due and paya Forida Documentary Stamp Tax is not req	able or to become due a quired, FL -	Ind payable pursuant to s. 201.22 F	· · ·	
Check only if Applicable: Check appropriate box: (One box must be marked) In accordance with a. 679.400 to perfect a security interest	Products of collateral are also covered. All documentary stamp taxes due and pays Florida Documentary Stamp Tax is not req Cl. F.S., this statement is filed without the Debt in collateral:	able or to become due a quired. FL - tor's signature	Ind payable pursuant to s. 201.22 F	S., have been paid.	
Check only if Applicable: Check appropriate box: (One box must be marked) In accordance with s. 679.40 to perfect a security interest already subject to a security state or debtor's location ch	Products of collateral are also covered. All documentary stamp taxes due and pays Florida Documentary Stamp Tax is not req 2(2), F.S., this statement is filed without the Debt in collateral: interest in another jurisdiction when it was brou anged to this state.	able or to become due a quired. FL - tor's signature	and payable pursuant to s. 201.22 F SOS 9. Number of additional st	S., have been paid.	
Check only if Applicable: Check appropriate box: (One box must be marked) In accordance with s. 679.402 to perfect a security interest already subject to a security state or debtor's location ch which is proceeds of the orig perfected. as to which the filling has lap UCC-1 file number 	Products of collateral are also covered. All documentary stamp taxes due and pays florida Documentary Stamp Tax is not req 2(2), F.S., this statement is filed without the Debt incollateral: interest in another jurisdiction when it was brou anged to this state. ginal collateral described above in which a securities and the state. and anne, identity, or corporate structure of the glebt ARD OF COMMISSIONERS Ex-Off	able or to become due a quired. FL- tor's signature ught into this ity interest was previous	and payable pursuant to s. 201.22 F SOS 9. Number of additional st	S., have been paid.	
Check only if Applicable: Check appropriate box: (One box must be marked) In accordance with s. 679.40; to perfect a security interest already subject to a security state or debtor's location ch which is proceeds of the orig perfected. as to which the filling has lap UCC-1 file number acquired after a change of no Signature(s) of Debtor(e) Signature(s) of Debtor(e) Signature(s) of Secured If EERT, CRED IT, INC	Products of collateral are also covered. All documentary stamp taxes due and pay: Florida Documentary Stamp Tax is not reg 2(2), F.S., this statement is filed without the Debt in collateral: Interest in another jurisdiction when it was brou anged to this state. ginal collateral described above in which a secur- sed. Date filed	able or to become due a quired. FL- tor's signature ught into this ity interest was previous or	and payable pursuant to s. 201.22 F SOS 9. Number of additional st	S., have been paid.	
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Check only if Applicable: Check appropriate box: (One box must be marked) In accordance with s. 679.402 to perfect a security interest already subject to a security perfected. as to which the filing has lap UCC-1 file number acquired after a change of ni Signature(s) of Debtor(e) Statu COUNTY BOA Signature(s) of Secured F EERE, CREDIT, INC Return Oopy to: ne DEERE C PO BOX ress WEST DE	Products of collateral are also covered. All documentary stamp taxes due and pay: Fiorida Documentary Stamp Tax is not reg 2(2), F.S., this statement is filed without the Debt in collateral: Interest in another jurisdiction when it was brou anged to this state. ginal collateral described above in which a securi- sed. Date filed	able or to become due a quired. FL- tor's signature ught into this ity interest was previous or	and payable pursuant to s. 201.22 F SOS 9. Number of additional st	S., have been paid.	
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Customer Responsibility for Physical Damage Insurance

essee NASSAU COUNTY BOARD OF COMMISSIONERS Application Number 50581 P.O. BOX 386, HILLIARD, FL 32046

'HYSICAL DAMAGE INSURANCE for the equipment on the attached lease will be provided by the agency listed below:

39	•	
lägne of Agency	Phone Number of Agency	
•		
<u>لم الم الم الم الم الم الم الم الم الم ا</u>		
failing Address of Agency	Fax Number of Agency	
	, and the second second	
	-	

(We) agree and understand that under the terms of my (our) Lease Agreement with you; I (We) must at all times eep the Goods insured against all risk loss, damage, or destruction for its full-insurable value, with Deere Credit, which as loss names

A ARConst	- Anollis	6-29-00
essee Signature Nick D. Deonas, Chairman	JA. "Chio" Oxley, Jr. Ex-Officio Clerk	Date

o-Lessee Signature (if applicable)

Date

end to Deere Credit Services with the Lease Agreement

Loss

Payee:	Deere Credit, Inc.
-	P.O. Box 65090
	West Des Moines, IA 50265-0090

Equipment Description

ITY	Manuf.	Model	Equipment Description	<u>Serial #</u>
	JD	670C	2000 GRADER	DW670CX576789
	JD	670C	2000 GRADER	DW670CX576788
	JD	670C	2000 GRADER	DW670CX576813
	JD	670C	2000 GRADER	DW670CX576859

	Deere Credit, inc	Office Use Only		
ontact Date(s):		Contact Name:		
olicy #:	Exp	iration Date:	Insured Value:	
Ss Payee Deere Credit, Inc.?		Verified By:		
		•		App 50581

MUNICIPAL GOVERNMENTAL LEASE PURCHASE AGREEMENT

DESCRIPTION OF EQUIPMENT

DATE OF LEASE 06/20/2000
SERIAL NUMBER
DW670CX576789
DW670CX576788
DW670CX576813
DW670CX576859

Lessor hereby leases to Lessee the above-described Equipment, subject to the terms and conditions of the above-referenced Lease.

Lessor: Deere Credit, Inc.

Ву____

Title_____

Date Signed

Lessee has on this date received and accepted, subject to the terms and conditions of the above-referenced Lease, the above-described Equipment, which is in good condition and repair and complies in all respects with Lessee's specifications. Lessee: NASSAU COUNTY BOARD OF COMMISSIONERS

Chairman Chairman Ĩ By _ A Title 6-29-00 2. 4. Date Signed

, Jr. Oxlæ Cler

App50581

MUNICIPAL GOVERNMENTAL LEASE PURCHASE AGREEMENT EXHIBIT B PAYMENT/AMORTIZATION SCHEDULE

NASSAU COUNTY BOARD OF COMMISSIONERS - 4 670C MOTOR GRADERS

Compound Period: Monthly

Nominal Annual Rate ..: 5.750 %

CASH FLOW DATA

15

Event	Start Date	Amount	Number Period	End Date
1 Loan	06/20/2000	259,404,00	1	
2 Payment	07/20/2000	0.00	6 Monthly	12/20/2000
3 Payment	01/20/2001	72,933.08	1	
4 Payment	02/20/2001	0.00	11 Monthly	12/20/2001
5 Payment	01/20/2002	72,933.08	1	
6 Payment	02/20/2002	0.00	11 Monthly	12/20/2002
7 Payment	01/20/2003	72,933.08	1	
8 Payment	02/20/2003	0.00	11 Monthly	12/20/2003
9 Payment	01/20/2004	72,933.08	1	

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	interest	Principal	Balance
Loan 06/20/2000				259,404.00
1 07/20/2000	0.00	1,242.98	1,242,98-	260,646.98
2 08/20/2000	0.00	1,248.93	1,248.93-	261,895.91
3 09/20/2000	0.00	1,254.92	1,254,92-	263,150.83
4 10/20/2000	0.00	1,260.93	1,260.93-	264,411.76
5 11/20/2000	0.00	1,266.97	1,266.97-	265,678.73
	0.00	1,273.04	1,200.97-	266,951.77
6 12/20/2000			7,547.77-	200,951.77
2000 Totals	0.00	7,547.77	7,547.77-	
7 01/20/2001	72,933.08	1,279,14	71,653.94	195,297.83
8 02/20/2001	0.00	935.80	935.80-	196,233.63
9 03/20/2001	0.00	940.29	940.29-	197,173.92
• • • • • • • • • • • •	0.00	944.79	944,79-	198,118.71
10 04/20/2001	0.00	949.32	949.32-	199,068.03
11 05/20/2001		949.32	953.87-	200,021.90
12 06/20/2001	0.00		958.44-	200,980.34
13 07/20/2001	0.00	958.44	958.44- 963.03-	200,980.34 201,943.37
14 08/20/2001	0.00	963.03		
15 09/20/2001	0.00	967.65	967.65-	202,911.02
16 10/20/2001	0.00	972.28	972.28-	203,883.30
17 11/20/2001	0.00	976.94	976.94-	204,860.24
18 12/20/2001	0.00	981.62	981.62-	205,841.86
2001 Totals	72,933.08	11,823.17	61,109.91	
				100 005 11
19 01/20/2002	72,933.08	986.33	71,946.75	133,895.11
20 02/20/2002	0.00	641.58	641.58-	134,536.69

06/12/2000 Page 2

				06/12/2000 Page
NASSAU COUNTY B	OARD OF COMMIS	SSIONERS - 4 67	OC MOTOR GRA	DERS
Date	Payment	interest	Principal	Balance
21 03/20/2002	0.00	644.65	644.65-	135,181.34
22 04/20/2002	0.00	647.74	647.74-	135,829.08
23 05/20/2002	0.00	650.85	650.85-	136,479.93
24 06/20/2002	0.00	653.97	653.97-	137,133.90
25 07/20/2002	0.00	657.10	657.10-	137,791.00
26 08/20/2002	0.00	660.25	660.25-	138,451.25
27 09/20/2002	0.00	663.41	663.41-	139,114.66
28 10/20/2002	0.00	666.59	666.59-	139,781.25
29 11/20/2002	0.00	669.79	669.79-	140,451.04
30 12/20/2002	0.00	672.99	672.99-	141,124.03
2002 Totals	72,933.08	8,215.25	64,717.83	
31 01/20/2003	72,933.08	676.22	72,256.86	68,867.17
32 02/20/2003	0.00	329.99	329.99-	69,197.16
33 03/20/2003	0.00	331.57	331.57-	69,528.73
34 04/20/2003	0.00	333.16	333.16-	69,861.89
35 05/20/2003	0.00	334.75	334.75-	70,196.64
36 06/20/2003	0.00	336.36	336.36-	70,533.00
37 07/20/2003	0.00	337.97	337.97-	70,870.97
38 08/20/2003	0.00	339.59	339,59-	71,210.56
39 09/20/2003	0.00	341.22	341.22-	71,551.78
40 10/20/2003	0.00	342.85	342.85-	71,894.63
41 11/20/2003	0.00	344.50	344.50-	72,239.13
42 12/20/2003	0.00	346.15	346.15-	72,585.28
2003 Totals	72,933.08	4,394.33	68,538.75	
43 01/20/2004	72,933.08	347.80	72,585.28	0.00
2004 Totals	72,933.08	347.80	72,585.28	
Grand Totals	291,732.32	32,328.32	259,404.00	

A. M. "Chip" Oxley, Jr. Ex-Officio Clerk

LESSOR: DEERE CREDIT, INC.

BY: Informat Asm TITLE: Area Dales Mango DATE ACCEPTED: June 14 2000

LESSEE: Brand What and

TITLE: Chairman DATE: 6-29-00

Industrial Tractor Company	AN AGREEMENT
P.O. Box 17309 □ P.O. Box 2439 □ Jacksonville, FL 32245-7309 Lake City, FL 32056 904/752-9544 FAX: 904/755-6882	P.O. Box 8345 P.O. Box 1814 136 Acres Dr. Savannah, GA 31412 Brunswick, GA 31521 Ladson, SC 29456 912/964-7370 912/264-6161 803/572-0400 FAX: 912/964-1822 FAX: 912/264-5263 FAX: 803/572-7746
DATE OF AGREEMENT 4/17/00	Customer Nassau Co. Bd. of Co. Comm.
SHIP ON OR ABOUT A.S.A.P. 19	Address P. O. Box 4000
AT Hilliard, Nassau Co., Florida	City Fernandina Beach State FL Zip 32035-400
VIACollect Collect New X Prepaid Used Used	X X Phone No. <u>904-321-5700</u> Custamer Account No. 716935
□ RENTAL XX PURCHASE (4) New John Deere 670C M	otor Graders \$127,351.00 Each
MARKET USE CODE - S/N# DW670CX576789 ST	K#9717 S/N#DW670CX576788 STK#9716
PURCHASER TYPE - S/N#DW670CX576813 ST	K#9720 S/N#DW670CX576859 STK#_9727
	Total: \$509,404,00
	ders Totalof TradeIn: 116,000.00 5, S/N#DW670BX536763, S/N#DW670BX538783
Terms: Finance with John Deere Credit	
Customer's P.O.#00000864-00	
	e you read it or if it contains blank spaces. You are entitled to an exact copy of the PRICES IN EFFECT AT DATE OF DELIVERY OF MACHINE.
	<u>Machine Warran</u> ty 🛛 Used Machine-No Warranty, expre ssed or implied . <u>Full Secure W</u> arrant у Виу & Try" or "As Is, Where Is"
INSURANCE: DXCustomer hereby certifies he has full property in covering the equipment being purchased or reni	
Bill of Sale for Used Machine traded as described above	

Industrial Tractor

For value received l/we hereby bargain and sell, grant and deliver unto INDUSTRIAL TRACTOR CO. INC., GRANTEE, all my rights, title and interest in the used machine(s) described above, offered in trade on machine(s) purchased by the undersigned customer. The undersigned customer covenants with said Grantee that undersigned customer is the lawful owner of said chattels, that they are free from all encumbrances, that undersigned customer has good right to sell the same, that undersigned customer will warrant and defend same against the lawful claims and demands of all persons. (This Bill of Sale is contingent upon and subject to acceptance of above dated sale by Seller.)

This Agreement is Subject to the Terms and Conditions Set Forth on the Reverse Hereof.

CUSTOMER ACKNOWLEDGES HE HAS READ THIS ENTIRE AGREEMENT, ACCEPTS IT AND ACKNOWLEDGES RECEIPT OF AN EXACT COPY THEREOF.

SUBMITTED FOR ACCEPTANCE

Charles L. Story Salesman

ACCEPTED: INDUSTRIAL TRACTOR CO., INC. JACKSONVILLE, FLORIDA

By Conlist sty Mg. Bun Donalgenter

Rassau Co. Bd. of Co. Comm.

Chairman a J. M. "Chip" Oxley, Jr. Ex-Officio Clerk ľs

TOTAL COST AGREEMENT

THIS TOTAL COST AGREEMENT entered into by and between <u>Industrial Tractor Company, Inc.</u>, hereinafter referred to as "Contractor", and <u>Nassau County</u>, a political subdivision of the State of <u>Florida</u>, by and through its Board of Country Commissioner hereinafter referred to as "County".

WITNESSETH:

 Contractor hereby sells, and County hereby purchases, subject to the terms and conditions set out herein, the following equipment: <u>(1) John Deere 670C Motor Grader</u> S/N# DW670CX576813

- County agrees to pay to the Contractor the total cash purchase price of \$127,351.00 f.o.b., <u>Nassau County</u>, Contractor will deliver a bill of sale acceptable to the County upon delivery of the equipment.
- 3. Contractor warrants that the equipment will be free from defect in design, workmanship and materials; will conform strictly to the specifications attaches; and will be fit and sufficient for the purpose intended as set out in the advertised bid specifications by the County. All warranties shall survive inspection, tests, acceptance or payment by the County.
- 4. Contractor agrees to repurchase from the County the equipment described in paragraph 1 at the end of 6500 hours of service (service meter hours) or <u>5</u> years from the date of delivery, whichever comes first. Contractor agrees to pay to the County the sum of \$109.351.00 cash on delivery. The parties agree that the exercise of this provision shall be at the sole option of the County. The County agrees to notify Contractor in writing as soon as practicable of its election under this provision. Contractor agrees to complete the repurchase within thirty (30) days of receipt of said notice. Contractor agrees to pay transportation charges to its place of business. The parties agree that the repurchase is not a trade-in-value, and is not contingent on the purchase of new or used equipment from the Contractor thereafter.
- 5. The County shall have the right to retain or to sell, loan, lease, trade, or otherwise dispose of the equipment at its discretion. Upon the election of any of these options by the County, the County agrees to notify Contractor of this election within thirty (30) days of said election. Any such election by the County shall render the repurchase provisions of paragraph 4 null and void.
- 6. The Contractor warrants that the total cost to the County for operation and maintenance of <u>6500</u> hours or <u>5</u> years, whichever comes first, from the date of delivery of the equipment, except for these repairs, maintenance and operating costs which are the responsibility of the County as set out below, shall not exceed the sum of \$_____.
- The County agrees to assume the responsibility for all repair costs resulting from damage from fire, flood, windstorms, lightning, theft, vandalism, and operator's and mechanic's negligence.
- 8. The County agrees to assume all costs to repair and/or replace all parts and components normally consumed in

the day-to-day operation, such as lubricating oil, filters of all types, grease, fuel, antifreeze, cutting edges, batteries, glass breakage, tires, cleaning, painting, undercarriage wear, scraper elevator chains/and mechanical adjustment not necessitated by repairs.

- 9. The County agrees to pay the wages of operators and mechanics employed to operate and maintain the equipment and all Worker's Compensation Insurance.
- 10. The County agrees to pay the expense of maintaining insurance on the equipment.
- 11. The County agrees that the equipment will be operated only by personnel of the County.
- 12. The County agrees to maintain equipment in accordance with the manufacturer's recommendations which shall be supplied by the Contractor. The Contractor will retain the right to inspect the equipment and make recommendations for repairs at the County's convenience.
- 13. The County may, at its own expense, install or place in or on, or attach or affix to the equipment, such accessories as may be necessary or convenient to use the equipment for its intended purpose provided that such accessories do not impair the value or utility of the equipment. The Contractor must approve any modification before unit is modified. All such accessories may be removed by the County upon repurchase by the Contractor provided that any resulting damage shall be repaired at the County's expense. Any such equipment or accessories not removed shall become property of the Contractor.
- 15. The Contractor reserves the right to examine the County's cost records and will have ninety (90) days to contest the preceeding year's parts costs. Otherwise, the records for the year will be considered acceptable to both parties.
- - 17. The Contractor agrees to indemnify, defend, and hold the County harmless for any and all loss, liability, damages, claims or demands arising out of defective equipment provided under this agreement or negligent or unlawful acts, faulty work performance, or noncompliance with any local, state, or federal codes, ordinances, orders or statutes by the Contractor or its employees or representatives.
 - 18. Neither this agreement nor either parties rights hereunder shall be assign except with written consent of the nonassigning party.
 - 19. Time is of the essence of this agreement.

Case

ATTI

BY: Industrial Tractor Company, Inc.

ATTEST:

APPROVED AS TO FORM:

NASSAU COUNTY

c. E

16, DISPUTES

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith ro not supported by substantial evidence.

> BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

NICK D. DEONAS

Its: Chairman

Attest:

50 Μ. "Chip" Oxley, Jr.

Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney

MICHAEL S. MULLIN

THIS TOTAL COST AGREEMENT entered into by and between <u>Industrial Tractor Company, Inc.</u>, hereinafter referred to as "Contractor", and <u>Nassau County</u>, a political subdivision of the State of <u>Florida</u>, by and through its Board of Country Commissioner hereinafter referred to as "County".

WITNESSETH:

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- County agrees to pay to the Contractor the total cash purchase price of \$127,351.00 f.o.b., <u>Nassau County</u>, Contractor will deliver a bill of sale acceptable to the County upon delivery of the equipment.
- 3. Contractor warrants that the equipment will be free from defect in design, workmanship and materials; will conform strictly to the specifications attaches; and will be fit and sufficient for the purpose intended as set out in the advertised bid specifications by the County. All warranties shall survive inspection, tests, acceptance or payment by the County.
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- 5. The County shall have the right to retain or to sell, loan, lease, trade, or otherwise dispose of the equipment at its discretion. Upon the election of any of these options by the County, the County agrees to notify Contractor of this election within thirty (30) days of said election. Any such election by the County shall render the repurchase provisions of paragraph 4 null and void.
- 6. The Contractor warrants that the total cost to the County for operation and maintenance of <u>b500</u> hours or <u>5</u> years, whichever comes first, from the date of delivery of the equipment, except for these repairs, maintenance and operating costs which are the responsibility of the County as set out below, shall not exceed the sum of \$ _____.
- 7. The County agrees to assume the responsibility for all repair costs resulting from damage from fire, flood, windstorms, lightning, theft, vandalism, and operator's and mechanic's negligence.
- The County agrees to assume all costs to repair and/or replace all parts and components normally consumed in

.

the day-to-day operation, such as lubricating oil, filters of all types, grease, fuel, antifreeze, cutting edges, batteries, glass breakage, tires, cleaning, painting, undercarriage wear, scraper elevator chains/and mechanical adjustment not necessitated by repairs.

- 9. The County agrees to pay the wages of operators and mechanics employed to operate and maintain the equipment and all Worker's Compensation Insurance.
- 10. The County agrees to pay the expense of maintaining insurance on the equipment.
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- 13. The County may, at its own expense, install or place in or on, or attach or affix to the equipment, such accessories as may be necessary or convenient to use the equipment for its intended purpose provided that such accessories do not impair the value or utility of the equipment. The Contractor must approve any modification before unit is modified. All such accessories may be removed by the County upon repurchase by the Contractor provided that any resulting damage shall be repaired at the County's expense. Any such equipment or accessories not removed shall become property of the Contractor.
- 15. The Contractor reserves the right to examine the County's cost records and will have ninety (90) days to contest the preceeding year's parts costs. Otherwise, the records for the year will be considered acceptable to both parties.
- 716. ΧΟΧ Χ Χ ΣΝΗΧ Χ.ΦΧΛΗΝΧΗ Χ ΧΗΧ ΧΗΙ Χ ΧΗΧΑΙ Α ΚΟΛΑΘΑ ΜΟΡΑΥΧΗ Χ. ΒΑΡΑΛΙΚΗ ΕΥΛΑΊΑ ΕΧ ΛΑΊΑ ΕΧ ΑΛΑΊΑ ΕΧ ΑΛΑΊΑ Α ΚΑΛΑΊΑ ΚΑ ΚΑΛΑΊΑ ΧΑ ΚΑΛΑΊΑ ΧΑ ΚΑΛΑΊΑ ΧΑ ΚΑΛΑΊΑ ΚΑΛΑΊΑ Α ΚΑΛΑΊΑ Α ΚΑΛΑΊΑ Α ΚΑΛΑΊΑ Α ΚΑΛΑΊΑ Α ΚΑΛΑΊΑ ΧΑ ΚΑΛΑΊΑ Α ΚΑΝΑΊΑ Α ΚΑΛΑΊΑ Α ΚΑΛ
- 17. The Contractor agrees to indemnify, defend, and hold the County harmless for any and all loss, liability, damages, claims or demands arising out of defective equipment provided under this agreement or negligent or unlawful acts, faulty work performance, or noncompliance with any local, state, or federal codes, ordinances, orders or statutes by the Contractor or its employees or representatives.
- 18. Neither this agreement nor either parties rights hereunder shall be assign except with written consent of the nonassigning party.
- 19. Time is of the essence of this agreement.

see beck

IN WITNESS WHEREOF, the parties have executed this agreement this 26 day of $\frac{1}{2000}$, A.D. 122000

ATTEST:

BY: Industrial Tractor Company, Inc.

ATTEST:

APPROVED AS TO FORM:

NASSAU COUNTY

c. A

14. DISPUTES

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith ro not supported by substantial evidence.

> BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

NICK D. DEONAS

Its: Chairman

Attest:

"Ćhip" Oxley, Jr. JL ́м. Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney

MICHAEL S. MULLIN

THIS TOTAL COST AGREEMENT entered into by and between <u>Industrial Tractor Company, Inc.</u>, hereinafter referred to as "Contractor", and <u>Nassau County</u>, a political subdivision of the State of <u>Florida</u>, by and through its Board of Country Commissioner hereinafter referred to as "County".

WITNESSETH:

- Contractor hereby sells, and County hereby purchases, subject to the terms and conditions set out herein, the following equipment: <u>(1) John Deere 670C Motor Grader</u>.
 S/N#DW670CX576859
- County agrees to pay to the Contractor the total cash purchase price of \$127,351.00 f.o.b., <u>Nassau County</u>, Contractor will deliver a bill of sale acceptable to the County upon delivery of the equipment.
- 3. Contractor warrants that the equipment will be free from defect in design, workmanship and materials; will conform strictly to the specifications attaches; and will be fit and sufficient for the purpose intended as set out in the advertised bid specifications by the County. All warranties shall survive inspection, tests, acceptance or payment by the County.
- 4. Contractor agrees to repurchase from the County the equipment described in paragraph 1 at the end of ⁶⁵⁰⁰ hours of service (service meter hours) or <u>5</u> years from the date of delivery, whichever comes first. Contractor agrees to pay to the County the sum of \$109,351.00 cash on delivery. The parties agree that the exercise of this provision shall be at the sole option of the County. The County agrees to notify Contractor in writing as soon as practicable of its election under this provision. Contractor agrees to complete the repurchase within thirty (30) days of receipt of said notice. Contractor agrees to pay transportation charges to its place of business. The parties agree that the repurchase is not a trade-in-value, and is not contingent on the purchase of new or used equipment from the Contractor thereafter.
- 5. The County shall have the right to retain or to sell, loan, lease, trade, or otherwise dispose of the equipment at its discretion. Upon the election of any of these options by the County, the County agrees to notify Contractor of this election within thirty (30) days of said election. Any such election by the County shall render the repurchase provisions of paragraph 4 null and void.
- 6. The Contractor warrants that the total cost to the County for operation and maintenance of <u>b500</u> hours or <u>5</u> years, whichever comes first, from the date of delivery of the equipment, except for these repairs, maintenance and operating costs which are the responsibility of the County as set out below, shall not exceed the sum of -0-.
- 7. The County agrees to assume the responsibility for all repair costs resulting from damage from fire, flood, windstorms, lightning, theft, vandalism, and operator's and mechanic's negligence.
- The County agrees to assume all costs to repair and/or replace all parts and components normally consumed in

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the day-to-day operation, such as lubricating oil, filters of all types, grease, fuel, antifreeze, cutting edges, batteries, glass breakage, tires, cleaning, painting, undercarriage wear, scraper elevator chains/and mechanical adjustment not necessitated by repairs.

- 9. The County agrees to pay the wages of operators and mechanics employed to operate and maintain the equipment and all Worker's Compensation Insurance.
- The County agrees to pay the expense of maintaining insurance on the equipment.
- The County agrees that the equipment will be operated only by personnel of the County.
- 12. The County agrees to maintain equipment in accordance with the manufacturer's recommendations which shall be supplied by the Contractor. The Contractor will retain the right to inspect the equipment and make recommendations for repairs at the County's convenience.
- 13. The County may, at its own expense, install or place in or on, or attach or affix to the equipment, such accessories as may be necessary or convenient to use the equipment for its intended purpose provided that such accessories do not impair the value or utility of the equipment. The Contractor must approve any modification before unit is modified. All such accessories may be removed by the County upon repurchase by the Contractor provided that any resulting damage shall be repaired at the County's expense. Any such equipment or accessories not removed shall become property of the Contractor.
- 15. The Contractor reserves the right to examine the County's cost records and will have ninety (90) days to contest the preceeding year's parts costs. Otherwise, the records for the year will be considered acceptable to both parties.
- - 17. The Contractor agrees to indemnify, defend, and hold the County harmless for any and all loss, liability, damages, claims or demands arising out of defective equipment provided under this agreement or negligent or unlawful acts, faulty work performance, or noncompliance with any local, state, or federal codes, ordinances, orders or statutes by the Contractor or its employees or representatives.
 - 18. Neither this agreement nor either parties rights hereunder shall be assign except with written consent of the nonassigning party.
 - 19. Time is of the essence of this agreement.

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IN WITNESS WHEREOF, the parties have executed this agreement this 28 day of β (and β). A.D. 19,2004

ATTEST: enis

ATTEST:

BY: <u>Industrial Tractor Comp</u>any, Inc. *Charles Store mar Bus Doullog ment*

APPROVED AS TO FORM:

NASSAU COUNTY

16. DISPUTES C.,

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith ro not supported by substantial evidence.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

NICK D. DEONAS

Its: Chairman

Attest:

"Ch4p 0x1 Jr. J. UM. Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney

MICHAEL S. MULLIN

TOTAL COST AGREEMENT

THIS TOTAL COST AGREEMENT entered into by and between <u>Industrial Tractor Company, Inc.</u>, hereinafter referred to as "Contractor", and <u>Nassau County</u>, a political subdivision of the State of <u>Florida</u>, by and through its Board of Country Commissioner hereinafter referred to as "County".

WITNESSETH:

- Contractor hereby sells, and County hereby purchases, subject to the terms and conditions set out herein, the following equipment: (1) John Deere 670C Motor Grader
- County agrees to pay to the Contractor the total cash purchase price of \$127,351.00 f.o.b., <u>Nassau County</u>, Contractor will deliver a bill of sale acceptable to the County upon delivery of the equipment.
- 3. Contractor warrants that the equipment will be free from defect in design, workmanship and materials; will conform strictly to the specifications attaches; and will be fit and sufficient for the purpose intended as set out in the advertised bid specifications by the County. All warranties shall survive inspection, tests, acceptance or payment by the County.
- 4. Contractor agrees to repurchase from the County the equipment described in paragraph 1 at the end of ⁶⁵⁰⁰ hours of service (service meter hours) or <u>5</u> years from the date of delivery, whichever comes first. Contractor agrees to pay to the County the sum of <u>\$109,351.00</u> cash on delivery. The parties agree that the exercise of this provision shall be at the sole option of the County. The County agrees to notify Contractor in writing as soon as practicable of its election under this provision. Contractor agrees to complete the repurchase within thirty (30) days of receipt of said notice. Contractor agrees to pay transportation charges to its place of business. The parties agree that the repurchase is not a trade-in-value, and is not contingent on the purchase of new or used equipment from the Contractor thereafter.
- 5. The County shall have the right to retain or to sell, loan, lease, trade, or otherwise dispose of the equipment at its discretion. Upon the election of any of these options by the County, the County agrees to notify Contractor of this election within thirty (30) days of said election. Any such election by the County shall render the repurchase provisions of paragraph 4 null and void.
- 6. The Contractor warrants that the total cost to the County for operation and maintenance of <u>b500</u> hours or <u>5</u> years, whichever comes first, from the date of delivery of the equipment, except for these repairs, maintenance and operating costs which are the responsibility of the County as set out below, shall not exceed the sum of $\frac{-0-}{---}$.
- The County agrees to assume the responsibility for all repair costs resulting from damage from fire, flood, windstorms, lightning, theft, vandalism, and operator's and mechanic's negligence.
- 8. The County agrees to assume all costs to repair and/or replace all parts and components normally consumed in

the day-to-day operation, such as lubricating oil, filters of all types, grease, fuel, antifreeze, cutting edges, batteries, glass breakage, tires, cleaning, painting, undercarriage wear, scraper elevator chains/and mechanical adjustment not necessitated by repairs.

- 9. The County agrees to pay the wages of operators and mechanics employed to operate and maintain the equipment and all Worker's Compensation Insurance.
- 10. The County agrees to pay the expense of maintaining insurance on the equipment.
- 11. The County agrees that the equipment will be operated only by personnel of the County.
- 12. The County agrees to maintain equipment in accordance with the manufacturer's recommendations which shall be supplied by the Contractor. The Contractor will retain the right to inspect the equipment and make recommendations for repairs at the County's convenience.
- 13. The County may, at its own expense, install or place in or on, or attach or affix to the equipment, such accessories as may be necessary or convenient to use the equipment for its intended purpose provided that such accessories do not impair the value or utility of the equipment. The Contractor must approve any modification before unit is modified. All such accessories may be removed by the County upon repurchase by the Contractor provided that any resulting damage shall be repaired at the County's expense. Any such equipment or accessories not removed shall become property of the Contractor.
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- YEVER IN THE PER AN IN A MARK A CHARACA A DAMEA A DAMEA A DAMAAYAA A DAMAAYAA A AMAAYAA A AMAAYAA A A AMAAYAA A ΧΑΥ ΕΧΑΧΧΑΙ ΣΧΑΧΑΙ ΧΑΧΑΧΑΙ ΧΑΧΑΧΑΙ ΧΑΥ ΧΑΥ ΧΑΥ ΑΥΥΝΑΙ ΑΥΥΝΑΙ ΑΥΥΝΑΙ ΑΥΥΝΑΙ ΑΥΥΝΑΙ ΑΥΥΝΑΙ ΑΥΥΝΑΙ ΑΥΥΝΑΙ ΑΥΥΝΑΙ **SEE DISPUTES ON ATTACHED PAGE**
 - 17. The Contractor agrees to indemnify, defend, and hold the County harmless for any and all loss, liability, damages, claims or demands arising out of defective equipment provided under this agreement or negligent or unlawful acts, faulty work performance, or noncompliance with any local, state, or federal codes, ordinances, orders or statutes by the Contractor or its employees or representatives.
 - 18. Neither this agreement nor either parties rights hereunder shall be assign except with written consent of the nonassigning party.
 - 19. Time is of the essence of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this 28 day of 4000, A.D. 192000

ATTEST: Kuszo Den

ATTEST:

BY: Industrial Tractor Company, Inc. Charles & Bay Mon. Bus. Surlagnos

APPROVED AS TO FORM:

NASSAU COUNTY

DISPUTES

e. they

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith ro not supported by substantial evidence.

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

LA NICK D. DEONAS

Its: Chairman

Attest:

"Chip" Oxley, Jr. Ex-Officio Clerk J./M. Its:

Approved as to form by the Nassau County Attorney

MICHAEL S. MULLIN

Municipal / Governmental Lease Purchase Agreement Opinion of Lessee's Counsel

LESSEE	NASSAU COUNTY BOARD OF COMMISSIONERS P.O. BOX 386, HILLIARD, FL 32046	LESSEE'S STATE
LESSOR	DEERE CREDIT, INC.	DATE OF LEASE
	DEERE CREDII, INC.	06/20/2000

Gentlemen:

As counsel for Lessee, I have examined duly executed originals of the Equipment Lease Purchase Agreement (the "Lease") entered into on the above date between Lessee and Lessor, and the proceedings taken by lessee to authorized and execute the Lease. Based upon this and such other examinations as I have deemed necessary or appropriate, I am of the opinion

- 1. Lessee is a public body corporate and politic, or a political subdivision thereof, legally existing under the laws of the State indicated above.
- 2. This Lease has been duly authorized, executed, and delivered by Lessee:
- 3. This Lease is a legal, valid, and binding obligation of Lessee, enforceable in accordance with it's terms.

a Date **Counsel for Lessee**

John Deere Municipal