

Prepared by and return to:
Brian Dawes
Edwards Cohen
200 W. Forsyth St., Suite 1300
Jacksonville, Florida 32202

RE Parcel #: 25-2N-28-0000-0002-0750

**USE AND HOLD HARMLESS
AGREEMENT
(JEA Easement)**

THIS USE AND HOLD HARMLESS AGREEMENT ("Agreement") is made this 14th day of October, 2011, between NASSAU COUNTY, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Yulee, Florida 32097 ("County"), and JEA, a body politic and corporate with offices at 21 West Church Street, Jacksonville, Florida 32202 ("JEA").

RECITALS:

A. JEA is the owner and holder of that certain easement rights originally granted pursuant to that certain Utility Easement Right of Way, recorded in Official Records Book 967, Page 1448 of the current public records of Nassau County, Florida (the "Easement").

B. The Easement encumbers certain portions of real property owned in fee simple by the State of Florida Department of Transportation ("FDOT"), said property being more particularly described in that certain Special Warranty deed recorded in Official Records Book 1626, page 554, public records of Nassau County, Florida (the "Property"). The portions of the Property encumbered by the easement are more particularly described in Exhibit A attached hereto (the "Easement Area").

C. County has requested permission to build and maintain a sign for the James S. Page Governmental Complex (the "Sign") on a portion of the Easement Area, as shown in Exhibit B attached hereto.

D. County for itself, its successors and assigns is willing to indemnify, defend and hold JEA harmless from damages and expenses which may be incurred as a direct or indirect result of County's use of the Easement Area, as more particularly described in this Agreement.

E. The purpose of this Agreement is to set forth the terms and conditions under which JEA has granted permission to County to construct and maintain the Sign on the Easement Area.

NOW THEREFORE, for Ten and No/100 Dollars (\$10.00) and in consideration of the premises and of the mutual covenants contained herein, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows

1. JEA hereby permits County, its agents, employees, invitees, licensees, successors and assigns the right to improve and use the Easement Area for the construction and maintenance of the Sign, subject to the terms, conditions and restrictions more particularly detailed herein.

2. It is understood and agreed that County's use of the Easement Area and installation and maintenance of the Sign pursuant to the terms of this Agreement shall not constitute any interference or impermissible use in violation of the terms of the Easement. Subject to the foregoing provisions, County

shall not interfere with JEA's use of the Easement or otherwise conduct any activities in violation of the Easement. In the event of any such interference or violation, County, upon receipt of notice and description of such interference or violation from JEA shall cause any such interference to cease and modify its use of the Easement Area as may be reasonably required to prevent such interference in the future. If County fails or is unable to cure such interference or violation within fifteen (15) days of receipt of JEA's notice, JEA may terminate this Agreement. Provided, however, and notwithstanding any other terms in this Agreement, JEA may suspend or temporarily terminate all or a portion of County's use of the Sign and Easement Area: (a) immediately, without prior notice to County, during emergency situations requiring immediate repairs to JEA's equipment and facilities within the Easement until such time as the emergency is resolved, and (b) upon not less than five (5) days' prior written notice for the purpose of any scheduled maintenance or repair of JEA's equipment and facilities within the Easement until such time as the maintenance or repair is completed. Should removal of the Sign become necessary in JEA's sole discretion, any removal, relocation, and rebuilding of the Sign will be performed by County at its sole expense. Notwithstanding the foregoing, in the event that JEA determines, in its sole and absolute discretion, that circumstances require the immediate removal of the Sign, JEA shall have the right to perform the removal of the Sign, with the costs incurred by JEA for such removal to be reimbursed by County.

3. County and JEA acknowledge and agree that JEA shall have the right to expand its use of the Easement Area in the future in accordance with the terms of the Easement, including but not limited to the addition of additional utilities, equipment and facilities. In the event that JEA decides, in JEA's sole and absolute discretion, that County's use of the Easement Area pursuant to this Agreement is inconsistent with JEA's current or future use of the Easement Area in accordance with the terms of the Easement, JEA shall have the right to (i) modify County's use of the Easement Area in accordance with JEA's current or future use, or (ii) terminate this Agreement upon written notice to the County.

4. JEA and the County do not assume any liability for the acts, omissions or negligence of the other party. Each party shall indemnify and hold the other harmless from all claims, damages, losses and expenses arising out of or resulting from performance of their respective duties under this Agreement. Nothing contained herein shall constitute a waiver of immunity or limitation of liability JEA or the County may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5. County shall, at its own expense, maintain the Sign on the Easement Area in a good, safe and attractive condition. County is solely responsible and agrees to repair any damages to JEA's Easement that result from County's use of the property including but not limited to alteration of topography or drainage and replacement of grass and landscaping. In addition to the foregoing, County shall be solely responsible for any damages to the Sign resulting from JEA's reasonable and proper use and activities within the Easement Area in accordance with the terms of the Easement.

6. County shall not install any additional improvements, other than the Sign, on the Easement Area without written permission from JEA.

7. Notwithstanding anything contained herein to the contrary, JEA's permission to use the Easement Area is expressly limited to the extent of its rights as an easement holder. County expressly acknowledges and agrees that JEA does not warrant title to said lands and that any rights granted to County are subject to the rights of FDOT and any other underlying fee owner(s) of said lands and/or any interests previously granted to others on said lands. Further, County agrees that prior to the exercise of any rights hereunder granted, County shall obtain the consent from FDOT and all other applicable owners for its use of the Easement Area and the construction and maintenance of the Sign. County hereby agrees

to indemnify and save JEA harmless from all costs, claims, expenses, and liability that may arise due to County's failure to secure the consent required by this paragraph.

8. Any notice, demand, or request required or authorized by this Agreement shall be deemed properly given if mailed postage prepaid to the following addresses, or to such other locations that either party may designate in writing:

To JEA: JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attention: Director, Real Estate Services

To County: Nassau County
96135 Nassau Place
Yulee, Florida 32097

9. The rights contained within this Agreement shall run with the land and inure to, and be for the benefit of, County and JEA, their respective successors and assigns, and the tenants, subtenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such parties.

10. Any waiver at any time by JEA of its rights with respect to County or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.

11. This Agreement may be revoked immediately by JEA, at any time, if County violates any of the provisions, terms, or conditions contained in this Agreement.

IN WITNESS WHEREOF, County and JEA have caused these presents to be executed on the day and year first above written.

(signatures on following pages)

WITNESSES:

NASSAU COUNTY, a political subdivision of the State of Florida

Brenda Linville
Print: Brenda Linville

By: Walter J. Boatright
Print: Walter J. Boatright
Its: Chairman

Joyce T. Bradley
Print: Joyce T. Bradley

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 10th day of October, 2011, by Walter J. Boatright, the Chairman of The Nassau County Board of County Commissioners, on behalf of Nassau County. He/she is personally known to me or produced _____ as identification.

Joyce T. Bradley
Print: Joyce T. Bradley
Notary Public, State and County aforesaid
Commission No.: _____
My commission expires: _____

(seal)



JOYCE T. BRADLEY
Notary Public, State of Florida
My Comm. Expires Dec. 23, 2013
Commission No. DD 948642

ATTEST AS TO CHAIRMAN'S SIGNATURE.

John A. Crawford
John A. Crawford
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney

David A. Hallman
David A. Hallman

ESK
10/24/11
dd
10/25/11

WITNESSES:

JEA, a body politic and corporate

Eileen Connolly
Print: ~~EILEEN~~ CONNOLLY

By: *[Signature]*
Donald L. Burch, Jr.
Director, Real Estate Services

Jordan A. Pope
Print: Jordan A. Pope

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14th day of October, 2011, by Donald L. Burch, Jr., the Director of Real Estate Services of JEA, a body politic and corporate, on behalf of the JEA, and who is personally known to me or has produced _____ as identification.

Jordan A. Pope
Print: _____
Notary Public, State and County aforesaid
Commission No.: _____
My commission expires: _____

(seal)

JORDAN A. POPE
Notary Public, State of Florida
My Comm. Expires June 30, 2015
Commission No. EE 108388

EXHIBIT A

The Easement Area

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A 26 FOOT WIDE UTILITY EASEMENT OVER A PORTION OF LANDS OF RAYLAND COMPANY, INC., SECTION 25, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA (SAID LANDS OF RAYLAND COMPANY, INC. ACCORDING TO DEED RECORDED IN BOOK 345, PAGE 572, OF THE OFFICIAL RECORDS OF SAID COUNTY) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT A POINT BEING A SOUTHWESTERLY PROPERTY CORNER OF AFOREMENTIONED LANDS OF RAYLAND COMPANY, INC., SAID POINT ALSO BEING WHERE THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 200/A-1-A (A 184 FOOT RIGHT-OF-WAY) INTERSECTS THE EASTERLY RIGHT-OF-WAY LINE OF NASSAU PLACE ROAD (A 60 FOOT RIGHT-OF-WAY) AND RUN NORTH 17°-13'-01" EAST ALONG THE LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.00' TO A POINT OF CURVATURE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 446.81 FEET, A CHORD DISTANCE OF 152.31 FEET TO A POINT OF REVERSE CURVATURE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 07°-24'-14" EAST; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 386.81 FEET, A CHORD DISTANCE OF 131.85 FEET TO THE POINT OF TANGENCY, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 07°-24'-14" EAST ; RUN THENCE NORTH 17°-13'-01" EAST, ALONG LAST MENTIONED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 80.00 FEET TO A POINT; RUN THENCE SOUTH 72°-46'-59" EAST, PERPENDICULAR TO LAST MENTIONED LINE, A DISTANCE OF 26.00 FEET TO A POINT; RUN THENCE SOUTH 17°- 13'-01" WEST, PARALLEL WITH AND LYING 26 FEET (AS MEASURED AT RIGHT ANGLES) EASTERLY OF THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF NASSAU PLACE ROAD, A DISTANCE OF 80.00 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 360.81 FEET, A CHORD DISTANCE OF 122.99 FEET TO A POINT OF REVERSE CURVATURE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 07°-24'-14" WEST; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE WEST AND HAVING A RADIUS OF 472.81 FEET, A CHORD DISTANCE OF 155.25 FEET TO A POINT WHICH LIES 26 FEET (AS MEASURED AT RIGHT ANGLES) NORTHERLY OF THE AFOREMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF THE

AFOREMENTIONED STATE ROAD No. 200/A-1-A; THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 07°-02'-25" WEST; RUN THENCE SOUTH 72°-46'-59" EAST, PARALLEL TO LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 327.28 FEET TO A POINT LYING ON THE SOUTHWESTERLY LINE OF LANDS NOW OR FORMERLY OF BEEMER & ASSOCIATES XI, L.C.; RUN THENCE SOUTH 26°-13'-01" WEST, ALONG THE SOUTHWESTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 26.32 FEET TO THE SOUTHWEST CORNER THEREOF; SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD No. 200/A-1-A ; RUN THENCE NORTH 72°-46'-59" WEST ALONG LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 349.12 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
The Sign

8'



Nassau County

James S. Page Governmental Complex

- | | |
|-----------------------------------|---------------------------|
| • Board of County Commissioners | • Building Department |
| • County Attorney | • County Manager |
| • Fire Rescue Headquarters | • Growth Management |
| • Property Appraiser | • Public Works |
| • Code Enforcement | • Human Resources |
| • Environmental Health Department | • Supervisor of Elections |

9'

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**1925 S. 14th St.
Fernandina Bch., FL 32034**

**FASTSIGNS. T: 904.261.0340
F: 904.277.4375**

- Approved for production
- Make changes as indicated

Date: ___/___/___

X. _____