

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on October 17, 2012, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter "County"), and Omni Amelia Island, LLC, (hereinafter "Omni").

WITNESSETH

WHEREAS, Omni desires to hold harmless County from any claims and/or litigation arising out of Omni's actions in connection with County's agreement to join as utility agency/owner in the utility permit attached hereto.

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated into the body of this Agreement by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the County and Omni do hereby agree as follows:

1. Hold Harmless. Omni shall defend, indemnify, and hold harmless County from and against any and all liability, losses claims, damages, costs, attorney(s) fees and expenses of whatever kind or nature which the County may sustain, suffer or incur, or be required to pay due to damages or losses suffered by any person, including without limitation, the employees, contractors, subcontractors, invitees, and guests of the Omni arising out of the County being joined in the attached utility permit. The Omni shall repair any damage caused to the public right-of-way arising from the issuance of the above described permit or in connection with the activity and/or installation, in, on, over or under the public right of way by the Omni as a result of the

issuance of said permit. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and any reimbursement to County for all legal expenses and costs incurred by it.

2. Indemnification. Additionally, Omni, or its successors or assigns shall, at Omni's expense, maintain insurance coverage naming the County as an additional insured as follows:

a. General Liability Insurance. General Liability insurance coverage (ISO or comparable Occurrence Form) (Modified Occurrence or Claims Made forms are not acceptable) shall be purchased and maintained for so long as the pipeline remains in the FDOT right-of-way. Omni shall, at the time of the execution of this Hold Harmless Agreement and from time to time thereafter upon request of County, provide County with a copy of the policy and proof that County is covered as an additional insured.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$2 000,000
Annual aggregate for bodily injury and property damage/ combined single limit	\$2,000,000

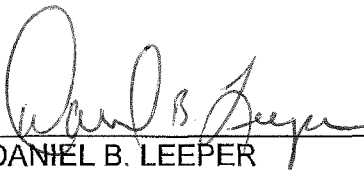
3. Duty to Repair. The Omni shall repair any damage caused to the public right-of-way arising from the Omni's use of the public right-of-way pursuant to the permit. Omni does hereby recognize having responsibility for maintenance of the permitted improvements regardless of notification from the County. In the event maintenance of the improvements are required, the County shall serve written notice on the Omni and provide the Omni with no less than five (5) days to effect such repairs, provided, however, that in the event there exists a

condition creating an imminent danger to public health, safety and welfare, the County may cause the repairs to be completed without notice in a manner consistent with minimum standards for public transportation facilities in the right of way. Furthermore, in the event the Omni fails to timely complete required repairs to the satisfaction of the County, County may complete same and bill Omni for said repairs. Omni does hereby expressly acknowledge that in the event the County conducts repairs pursuant to the provisions herein, the County shall not be required to replace any decorative or alternative materials in the public right of way.

4. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
5. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
6. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.
7. Attorney's Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the party is entitled.

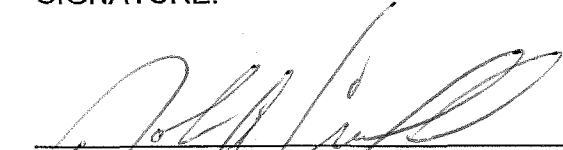
8. Period of Agreement. This Agreement shall remain in effect for the longer of (a) the time period that permit issued by the Florida Department of Transportation (FDOT) remains in effect; or (b) the time period that the Omni uses the public right-of-way for the permitted activity and/or installations.
9. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
10. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
11. Applicable Law. This Agreement shall be governed by the laws of the State of Florida.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



DANIEL B. LEEPER
Its: Chairman


ATTEST AS TO CHAIRMAN'S
SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

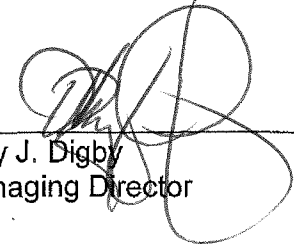
MES
10.30.12

Approved as to form by the Nassau County
Attorney:



DAVID A. HALLMAN

OMNI AMELIA ISLAND, LLC



Timothy J. Digby
Its: Managing Director

JAX\1698992_1

UTILITY PERMIT

Sent to Bill Moore

on 10/31/12

PERMIT NO.:		SECTION NO.:		STATE ROAD A1A	COUNTY NASSAU
FDOT construction is proposed or underway.			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Financial Project ID: NA
Is this work related to an approved Utility Work Schedule?			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, Document Number:
PERMITTEE:	Omni Amelia Island LLC dba Omni Amelia Island Plantation and Nassau County, Florida				
ADDRESS:	See Special Instructions			TELEPHONE NUMBER: () -	
CITY/STATE/ZIP:	See Special Instructions				
The above PERMITTEE requests permission from the State of Florida Department of Transportation, hereinafter called the FDOT, to construct, operate and maintain the following:					
FROM:			TO:		
Submitted for the PERMITTEE by: Name and Company (Typed or Printed Legibly)	Contact Information Address/Telephone/E-Mail (if applicable)		Signature		Date
See Special Instructions	See Special Instructions		See Special Instructions		

- The Permittee declares that prior to filing this application, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans and a letter of notification was mailed on October 30, 2012 to the following utilities known to be involved or potentially impacted in the area of the proposed installation:
Florida Public Utilities, AT&T, Comcast Cable, and Nassau-Amelia Utilities
- The local Maintenance or Resident Engineer, hereafter referred to as the FDOT Engineer, shall be notified a minimum of forty eight (48) hours in advance prior to starting work and again immediately upon completion of work. The FDOT's Engineer is _____ located at _____, Telephone Number _____
The Permittee's employee responsible for MOT is Nutt Construction Company and Stephen Nutt Telephone Number 931-703-8039 (This name may be provided at the time of the forty eight (48) hour advance-notice prior to starting work).
- All work, materials, and equipment shall be subject to inspection and approval by the FDOT Engineer.
- All plans and installations shall conform to the requirements of the FDOT's UAM in effect as of the date this permit is approved by FDOT, and shall be made a part of this permit. This provision shall not limit the authority of the FDOT under Paragraph 8 of this Permit.
- This Permittee shall commence actual construction in good faith within 20 days after issuance of permit, and shall be completed within 14 days after the permitted work has begun. If the beginning date is more than sixty (60) days from the date of permit approval, the Permittee must review the permit with the FDOT Engineer to make sure no changes have occurred to the Transportation Facility that would affect the permitted construction.
- The construction and maintenance of such utility shall not interfere with the property and rights of a prior Permittee.
- It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder, except as provided in executed subordination and Railroad Utility Agreements.
- Pursuant to Section 337.403, Florida Statutes, any utility placed upon, under, over, or along any public road or publicly owned rail corridor that is found by FDOT to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the utility or its agent by FDOT, be removed or relocated by such utility at its own expense except as provided in Section 337.403(1), Florida Statutes, and except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements, and shall apply to all successors and assigns for the permitted facility.
- It is agreed that in the event the relocation of said utilities are scheduled to be done simultaneously with the FDOT's construction work, the Permittee will coordinate with the FDOT before proceeding and shall cooperate with the FDOT's contractor to arrange the sequence of work so as not to delay the work of the FDOT's contractor, defend any legal claims of the FDOT's contractor due to delays caused by the Permittee's failure to comply with the approved schedule, and shall comply with all provisions of the law and the FDOT's current UAM. The Permittee shall not be responsible for delay beyond its control.
- In the case of non-compliance with the FDOT's requirements in effect as of the date this permit is approved, this permit is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the FDOT, except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements. This provision shall not limit the authority of the FDOT under Paragraph 8 of this Permit.
- It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.
- During construction, all safety regulations of the FDOT shall be observed and the Permittee must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal MUTCD, as amended by the UAM.
- Should the Permittee be desirous of keeping its utilities in place and out of service, the Permittee, by execution of this permit acknowledges its present and continuing ownership of its utilities located between N/A and _____ within the FDOT's R/W as set forth above. Whenever the Permittee removes its facilities, it shall be at the Permittee's sole cost and expense. The Permittee, at its sole expense, shall promptly remove said out of service utilities whenever the FDOT determines said removal is in the public interest.
- In the event contaminated soil is encountered by the Permittee or anyone within the permitted construction limits, the Permittee shall immediately cease work and notify the FDOT. The FDOT shall notify the Permittee of any suspension or revocation of the permit to allow contamination assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by FDOT
- For any excavation, construction, maintenance, or support activities performed by or on behalf of the FDOT, within its R/W, the Permittee may be required by the FDOT or its agents to perform the following activities with respect to a Permittee's facilities: physically expose or direct exposure of underground facilities, provide any necessary support to facilities and/or cover, de-energize or alter aerial facilities as deemed necessary for protection and safety.

UTILITY PERMIT

- 16. Pursuant to Section 337.401(2), Florida Statutes, the permit shall require the permit holder to be responsible for damage resulting from the issuance of the permit. The FDOT may initiate injunctive proceedings as provided in s.120.69 to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto.
- 17. Pursuant to Section 337.402, Florida Statutes, when any public road or publicly owned rail corridor is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on such road or publicly owned rail corridor, the owner of the utility shall, at his or her own expense, restore the road or publicly owned rail corridor to its original condition before such damage. If the owner fails to make such restoration, the authority is authorized to do so and charge the cost thereof against the owner under the provisions of s.337.404.
- 18. The Permittee shall comply with all provisions of Chapter 556, Florida Statutes, Underground Facilities Damage Prevention and Safety Act.
- 19. Special FDOT instructions: See Special Instructions

It is understood and agreed that commencement by the Permittee is acknowledgment and acceptance of the binding nature of all the above listed permit conditions and special instructions.

- 20. By receipt of this permit, the Permittee acknowledges responsibility to comply with Section 119.07, Florida Statutes.
- 21. By the below signature, the Permittee hereby represents that no change to the FDOT's standard Utility Permit form, as incorporated by reference into Rule 14-46.001, for this Utility Permit has been made which has not been previously called to the attention of the FDOT (and signified by checking the appropriate box below) by a separate attached written document showing all changes and the written and dated approval of the FDOT Engineer. Are there attachments reflecting change/s to the standard form? NO YES If Yes, _____ pages are attached.

PERMITTEE	Omni Amelia Island LLC and Nassau County, FL	SIGNATURE	<i>See Special Instructions</i>	DATE:	
	Name & Title of Authorized Permittee or Agent (Typed or Printed Legibly)				
APPROVED BY:				ISSUE DATE:	
	District Maintenance Engineer or Designee				

UTILITY PERMIT FINAL INSPECTION CERTIFICATION

DATE:	
DATE WORK STARTED:	
DATE WORK COMPLETED:	
INSPECTED BY:	
	(Permittee or Agent)
CHANGE APPROVED BY:	
	District Maintenance Engineer or Designee
	DATE:

I the undersigned Permittee do hereby CERTIFY that the utility construction approved by the above numbered permit was inspected and installed in accordance with the approved plans made a part of this permit and in accordance with the FDOT's current UAM. All plan changes have been approved by the FDOT's Engineer and are attached to this permit. I also certify that the work area has been left in as good or better condition than when the work was begun.

PERMITTEE: <i>Omni Amelia Island LLC</i>	SIGNATURE:	DATE:
Name & Title of Authorized Permittee or Agent (Typed or Printed Legibly)		

CC: District Permit Office
Permittee

SPECIAL FDOT INSTRUCTIONS

PERMIT NO: _____ SECTION NO: _____ STATE ROAD: A1A
COUNTY: _____

Pursuant to Section 19 of this permit, the following Special FDOT Instructions are hereby incorporated into and made a part of this permit:

COMPANY and UTILITY AGENCY/OWNER shall be severally liable as PERMITTEE under this permit such that COMPANY shall be required to comply with all obligations hereunder applicable to the construction of the facilities and UTILITY AGENCY/OWNER shall be required to comply with all obligations hereunder post construction, including, but not limited to those applicable to operation and maintenance.

The post construction obligations of the UTILITY AGENCY/OWNER shall commence upon completion of final inspection by the FDOT. FDOT shall provide the UTILITY AGENCY/OWNER with written notice of such date.

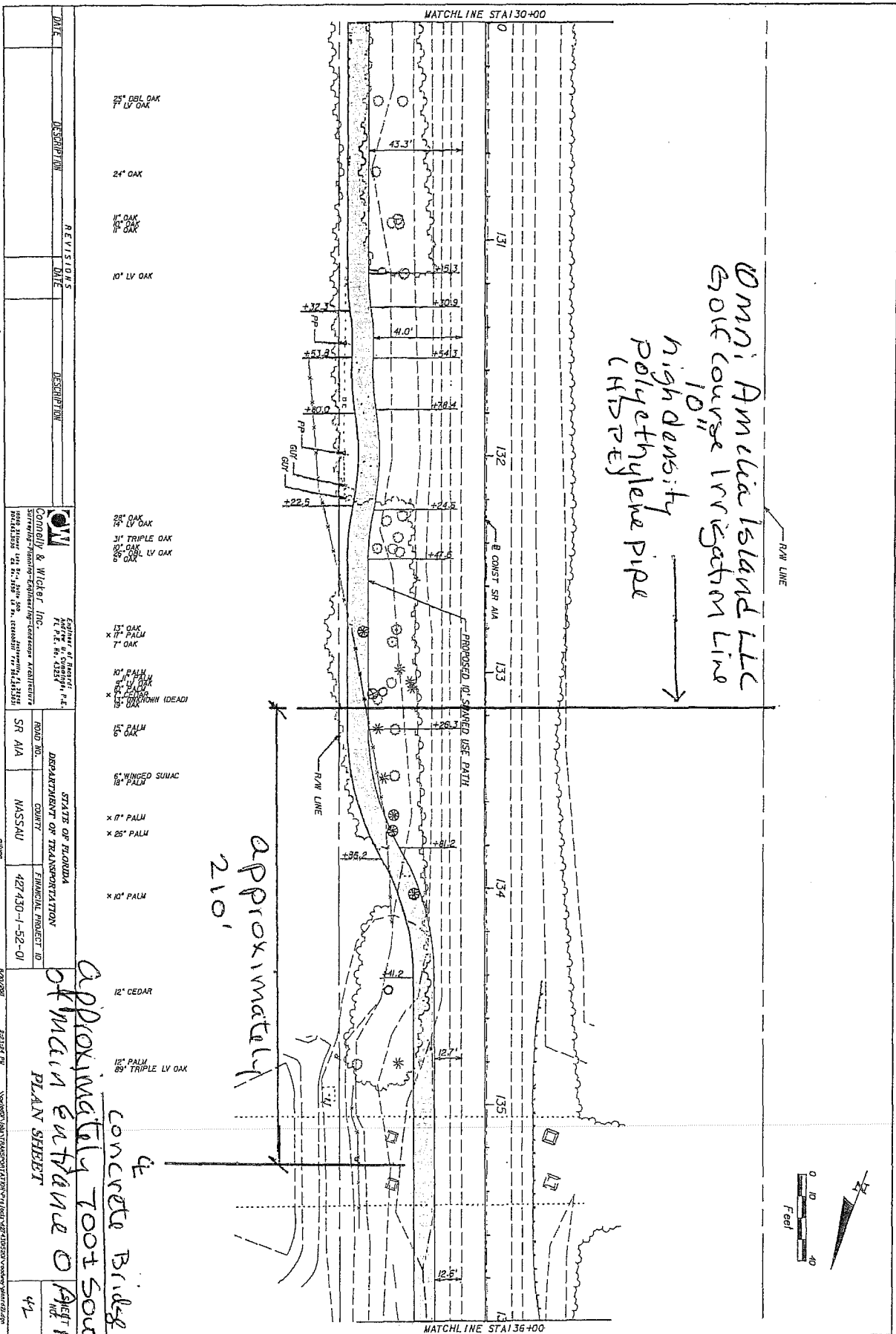
The UTILITY AGENCY/OWNER shall be entitled to observe FDOT's final inspection and shall inform FDOT of any apparent failure to comply with the terms of this permit by the COMPANY that it observes; provided, however, that the final determination of compliance by the COMPANY remains with FDOT.

The signatures below constitute PERMITTEE's signature on this permit and signify agreement with these terms and conditions.

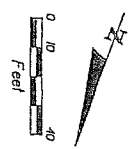
COMPANY Omni Amelia Island LLC
Signature: [Signature] Date: 10-10-12
Name Printed: Timothy J. Digby
Title: Managing Director
Address: P.O. Box 3000
City Amelia Island State FL Zip 32035
Telephone: (904) 277-5177

UTILITY AGENCY/OWNER
Signature: [Signature] Date: 10-30-12
Name Printed: Daniel B. Leeper
Title: Chairman, Board of County Commissioners
Address: 96135 Nassau Place, Suite 1
City Yulee State FL Zip 32097
Telephone: (904) 491-7380

MES
10/30/12



OMN: Amelia Island LLC
 50th course irrigation line
 10" high density
 polyethylene pipe
 (HDP)



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

 Connelly & Wicker Inc. Surveying-Planning-Engineering-Construction Administration 1415 N. 1st St., Suite 200, Tallahassee, FL 32304 Phone: 904.944.1111	State of Florida Department of Transportation SR A1A COUNTY: MASSAUI FINANCIAL PROJECT ID: 427430-1-52-01	PROJECT NO: 427430-1-52-01 SHEET NO: 41
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T2N/R28E/Section 23

Approximately 700' South
 of Main Entrance of
 Plan Sheet

Approximately
 210'

Concrete Bridge

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 6015-23.003, F.A.C.