

**THIS INSTRUMENT PREPARED BY  
AND, AFTER RECORDING, RETURN TO:**

Tirso M. Carreja, Jr, Esq.:  
Shutts & Bowen LLP  
4301 W. Boy Scout Boulevard  
Suite 300  
Tampa, Florida 33607

**NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT**  
**(Site Name/Id: Omni Hotel Amelia Island/102512)**

THIS NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT (the “**Agreement**”) is made this 20<sup>th</sup> day of April, 2016 (the “**Effective Date**”) between Amelia Island Plantation Community Association, Inc., a Florida not for profit corporation having a mailing address of 5542 First Coast Highway, Suite 400, Amelia Island, Florida 32034 (“**AIPCA**”), Omni Amelia Island, LLC, a Delaware limited liability company having a mailing address of 600 East Las Colinas Blvd., Suite 1900, Irving, TX 75039 (“**OMNI**”), and Nassau County, a political subdivision of the State of Florida, having an address of 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (“**County**” and each a “**Grantor**” or collectively, the “**Grantors**”), and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (the “**Grantee**”). For purposes of this Agreement, Grantor and Grantee are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”.

**RECITALS**

Collectively, Grantors are the owners of several parcels of real property located in Nassau County Florida, which together comprise a certain easement (the “**Easement Parcel**”) more particularly described in Exhibits “A” and “A-1” attached hereto and incorporated herein by reference.

In consideration of and in accordance with the terms and conditions contained in this Agreement, Grantee desires to obtain, and Grantors, have agreed to grant a non-exclusive easement for ingress and egress, and the installation and maintenance of fiber optic cable, and utility wires, poles, cables, conduits, and pipes, over, across, under, or on those portions of the Easement Parcel owned by each Grantor, respectively.

### AGREEMENT

Now therefore, in consideration of the above recitals, which are incorporated herein and made a part hereof by this reference, and of the covenants herein contained, Grantors hereby covenant and agree as follows:

1. Recitals. The Parties hereby acknowledge and incorporate the above-referenced Recitals into this Agreement as if fully set forth herein.
2. Grant of Easement. Each Grantor hereby grants, bargains, sells and releases unto Grantee, its successors and assigns, a non-exclusive easement (the “**Easement**”) for ingress and egress, and the installation and maintenance of fiber optic cable, and utility wires, poles, cables, conduits, and pipes, over, across, under, or on the those portions of the Easement Parcel owned by each Grantor, respectively. Grantee, its agents, independent contractors, subtenants, licensees, tenants and invitees shall have the use of the Easement Parcel and may construct, reconstruct, maintain and repair the Easement Parcel to accommodate Grantee’s use of the Easement Parcel. During the term of this Agreement, OMNI at its sole cost and expense, shall be responsible for the routine maintenance, repair, replacement and upkeep of the surface of those portion(s) of the Easement Parcel owned by OMNI, such that the Easement Parcel is maintained in good order, condition and repair and in compliance with all applicable laws. During the term of this Agreement, County at its sole cost and expense, shall be responsible for the routine maintenance, repair, replacement and upkeep of the surface of those portion(s) of the Easement Parcel owned by County, in a manner consistent with its condition as of the date of this Agreement. Grantee shall be responsible for using the Easement Parcel in a lawful, reasonable, safe and orderly manner, and shall maintain the area in a manner that ensures said area can be used by Grantee for its intended use. Should the Easement Parcel be damaged by Grantee during Grantee’s construction of its improvements, Grantee shall restore the Easement Parcel to at least its pre-construction condition.
3. Term. This Agreement shall be effective and commence as of the date of execution by the Parties and shall remain in force and effect so long as Grantee maintains its right to lease space within that certain building located at 68001 Coast Highway, Fernandina Beach, Nassau County, Florida pursuant to that certain Building and Rooftop Lease Agreement between OMNI and Grantee dated

February 16, 2016 (the "Lease"). Upon expiration of the Lease, Grantee shall have ninety (90) days to remove any above-ground fiber optic cable, utility wires, poles, cables, conduits and pipes from the Easement Parcel, but shall have no obligation to remove any underground utilities. However, with respect to any portion of the Easement Parcel owned by the AIPCA, should Grantee elect not to remove any underground utilities, it shall cause all underground utilities installed pursuant to this Agreement to be identified and flagged above ground within ninety (90) days of the expiration of the Lease. Notwithstanding anything to the contrary contained in this Agreement, with respect to any portion of the Easement Parcel owned by the County, upon expiration of the Lease, Grantee shall have ninety (90) days to remove all improvements owned or installed by Grantee from the portion of the Easement Parcel owned by the County (provided that the County acknowledges the existing conduit located within the portions of the Easement Parcel owned by the County is not owned by Grantee and therefore, Grantee does not have the right to remove such conduit).

4. Termination Rights of Grantee. Except as to the Easement granted by the County, Grantee shall have the right to terminate this Agreement upon termination of the Lease, provided that thirty (30) days prior notice is given to Grantor.
5. Assignment. With respect to the Easement granted by the County, this Agreement may be freely assigned by the County to a successor owner of the portion of the Easement Parcel owned by the County. With respect to the Easement granted by the County, this Agreement may be sold, assigned or transferred by the Grantee without any approval or consent of the County to the Grantee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Grantee 's assets in the market defined by the Federal Communications Commission in which the Easement Parcel is located by reason of a merger, acquisition or other business reorganization. With respect to the Easement granted by the County, as to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the County, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment hereunder.
6. Covenant Running with the Land; Transfer of Title. The rights herein granted and the covenants and agreements set forth in this instrument shall run with the Easement Parcel, and shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity by Grantee and its respective assigns and successors in interest and by the successors in title and interest to Easement Parcel. Each Grantor and any subsequent fee simple owner(s) of the Easement Parcel shall be relieved of its obligations and duties hereunder upon conveyance

of all of its right, title and interest in the Easement Parcel to a third party except for those liabilities hereunder which arose during the conveying party's period of ownership. By acceptance of a conveyance of all or any part of the Easement Parcel, a third party assumes all obligations hereunder with respect to the Easement Parcel or such part thereof from the time of conveyance forward.

7. Warranties of Title. Each Grantor (except AIPCA) covenants and warrants with and to Grantee that, each Grantor is lawfully seized of its respective portion(s) of the Easement Parcel in fee simple, and that each Grantor has good right and lawful authority to grant and convey this easement. Each Grantor further covenants that there are no liens, judgments or impediments of title on its respective portion(s) of the Easement Parcel, or affecting each Grantor's respective title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of its respective portion(s) of the Easement Parcel by Grantee as set forth above. AIPCA makes no covenant or warranty whatsoever as to its title or rights in the Easement Parcel; the parties agree, however, that nothing herein shall be construed so as to constitute an admission by AIPCA as to the extent of its rights in the Easement Parcel.
  
8. Reservation of Use. Grantors retain the right to use its respective portion(s) of the Easement Parcel for any and all purposes and uses which do not unreasonably interfere with Grantee's use thereof as set forth in this Agreement. With respect to any portion of the Easement Parcel owned by the County, the County retains the right to use the portion of the Easement Parcel owned by the County for any and all purposes and uses which do not unreasonably interfere (excluding water and sewer facilities) with Grantee's use thereof as set forth in this Agreement. Grantee agrees that County may, at Grantee's expense, relocate Grantee's Easement Parcel to a new location (the "New Easement Parcel") for access and utilities, so long as: (i) the width and location of the New Easement Parcel is substantially similar to that of the Easement Parcel; (ii) the New Easement Parcel is constructed and ready for use prior to the termination of Grantee's rights under the Easement Parcel; (iii) Grantee reasonably approves with the location of the New Easement Parcel, which approval shall not be unreasonably withheld, conditioned or delayed; (iv) the New Easement Parcel complies with all federal, state and local governmental requirements, including without limitation, zoning requirements; and (v) County and Grantee execute and record an amendment to this Agreement reflecting the location of the New Easement Parcel. Within ninety (90) days of County granting to Grantee all necessary rights in connection with the New Easement Parcel, Grantee shall relocate its existing facilities from the Easement Parcel to the New Easement Parcel and the New Easement Parcel shall thereafter be deemed the Easement Parcel and subject to all terms and conditions of this Agreement.

9. Notices. Any notice which either party may or is required to give hereunder shall be given in writing to the other party, each at the address set forth below, or at such other address as may be designated in writing by the parties from time to time by (i) certified or registered mail, return receipt requested, postage prepaid; (ii) overnight delivery, delivery fees prepaid; or (iii) facsimile with a hard copy to follow via first class mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver:

To Omni: Omni Amelia Island  
6800 1<sup>st</sup> Coast Highway  
Fernandia Beach, FL 32034  
Attention: Managing Director

With a copy to: Omni Hotels and Resorts  
420 Decker Drive  
Irving, Texas 75062  
Attention: VP Finance

To AIPCA: Amelia Island Plantation Community Association, Inc., a  
Florida not for profit corporation  
5542 First Coast Highway, Suite 400, Amelia Island,  
Florida 32034  
Attention: Executive Director

To County: Nassau County  
96135 Nassau Place, Suite 1  
Yulee Florida, 32097  
Attention: County Manager

To Grantee: Verizon Wireless Personal Communications LP, a  
Delaware limited partnership d/b/a Verizon Wireless  
180 Washington Valley Rd.  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

10. Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the parties, the intent of the parties being as heretofore set forth. No provision of this Agreement shall be construed against or

interpreted to the disadvantage of any party by any court or other government or judicial authority by reason of either party having, or being deemed to have, structured, drafted or specified such provision. To the extent the grant made hereby shall fail in any respect, or is held to be invalid, in whole or in part, including but not limited to the effectiveness of the grant made hereby, this Agreement shall continue in full force and effect to the full extent of each Grantor's respective interest in and to any part of the Easement Parcel.

11. Governing Law; Jurisdiction. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement shall lie in the County of Nassau, State of Florida.
12. Indemnification. Grantee hereby agrees to indemnify and hold Grantors harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens and damages, including reasonable attorneys fees, incurred or suffered by Grantors, arising out of Grantee's use of the Easement Parcel, or arising out of Grantee's failure to properly exercise the rights, duties, obligations and liabilities under this Agreement as required above. Likewise, to the extent permitted by law, each Grantor (except AIPCA) hereby agrees to indemnify and hold Grantee harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens and damages, including reasonable attorneys fees, incurred or suffered by Grantee, arising out of each Grantor's use of its respective portion(s) of the Easement Parcel, or arising out of Grantor's failure to maintain its respective portion(s) of the Easement Parcel and properly exercise the rights, duties, obligations and liabilities under this Agreement as required above. Nothing herein is intended to act as a waiver of the County's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
13. Fiscal Funding. In the event that funds are not appropriated by Grantee in any succeeding fiscal year for tasks and obligations of Grantee described herein, then Grantee shall be relieved of these tasks and obligations as of expiration of the fiscal year for which funds are appropriated and expended, without penalty or expense to Grantee, until a fiscal year for which funds are budgeted and appropriated.
14. Modification. This Agreement, once executed and delivered, shall not be modified or altered in any respect except by a writing, executed by each Grantor and Grantee, their successors or assigns.

15. Counterparts. The Parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement.

<Signature Page to Follow>

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date set forth above.

**WITNESSES:**

Wayne McLellan  
Print Name: Wayne McLellan  
DARR SPALDING  
Print Name: DARR SPALDING

**WITNESSES:**

Joanne McCarthy  
Print Name: Joanne McCarthy  
AMELIA HART  
Print Name: AMELIA HART

**WITNESSES:**

Brenda Linville  
Print Name: Brenda Linville  
Peggy Snyder  
Print Name: Peggy Snyder

**WITNESSES:**

Walt  
Print Name: Walt  
M. HISS  
Print Name: M. HISS

**GRANTOR:**

**Omni Amelia Island, LLC**, a Delaware limited liability company

By: Dean Biswell  
Name: DEAN BISWELL  
Title: UP FINANCE  
Date: 12-18-15

**GRANTOR:**

**Amelia Island Plantation Community Association, Inc.**, a Florida not-for-profit corporation

By: Richard C. Infaro  
Name: RICHARD C. INFARO  
Title: PRESIDENT, AIPCA  
Date: 1-15-16

**GRANTOR:**

**Nassau County**, a political subdivision of the State of Florida

By: Walter J. Boatright  
Name: Walter J. Boatright  
Title: Chairman  
Date: 4-20-16

**GRANTEE:**

**Verizon Wireless Personal Communications LP**, a Delaware limited partnership d/b/a Verizon Wireless

By: Aparna Khurjekar  
Name: Aparna Khurjekar  
Title: Area Vice President - Network  
Date: 2/16/16 Vice President - Field Network

MES 04-22-16



**GRANTOR:**

STATE OF Texas )  
 )  
COUNTY OF Dallas )

The foregoing instrument was acknowledged before me this 18 day of DECEMBER, 2015, by Dean Boswell, VP Finance of Omni Amelia Island, LLC, a Delaware limited liability company, on behalf of the limited liability company. He/ She is personally known to me, or has produced \_\_\_\_\_ as identification.

Notary Public, State of Texas  
Name: Heather McNabb  
Heather McNabb



**GRANTOR:**

STATE OF FLORIDA )  
 )  
COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me this 15TH day of JANUARY, 2015, by RICHARD TUFARO, PRESIDENT of Amelia Island Plantation Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/ She is personally known to me, or has produced \_\_\_\_\_ as identification.

Katherine A. Bean  
Notary Public, State of FLORIDA  
Name: KATHERINE A. BEAN



**GRANTOR:**

STATE OF Florida )  
 )  
COUNTY OF Nassau )

The foregoing instrument was acknowledged before me this 20th day of April, 2016, by Walter J. Boatright, as Chairman (title) for Nassau County, a political subdivision of the State of Florida, on behalf of the political subdivision of the State of Florida. He/ She is personally known to me, or has produced \_\_\_\_\_ as identification.

PEGGY B. SNYDER  
Notary Public, State of Florida  
My Comm. Expires November 12, 2019  
Commission No. FF 935754

Peggy B. Snyder  
Notary Public, State of FLORIDA  
Name: PEGGY B. SNYDER

**GRANTEE:**

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF MECKLENBURG )

The foregoing instrument was acknowledged before me this 16th day of February, 2016, by Aparna Khurjekar, Vice President - Field Network Area Vice President Network of Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, on behalf of the partnership. She is personally known to me, or has produced \_\_\_\_\_ as identification.

SUSAN E. LONG  
NOTARY PUBLIC  
GASTON COUNTY  
NORTH CAROLINA  
MY COMMISSION EXPIRES 8/28/2016

[Signature]  
Notary Public, State of NC  
Name: Susan Long

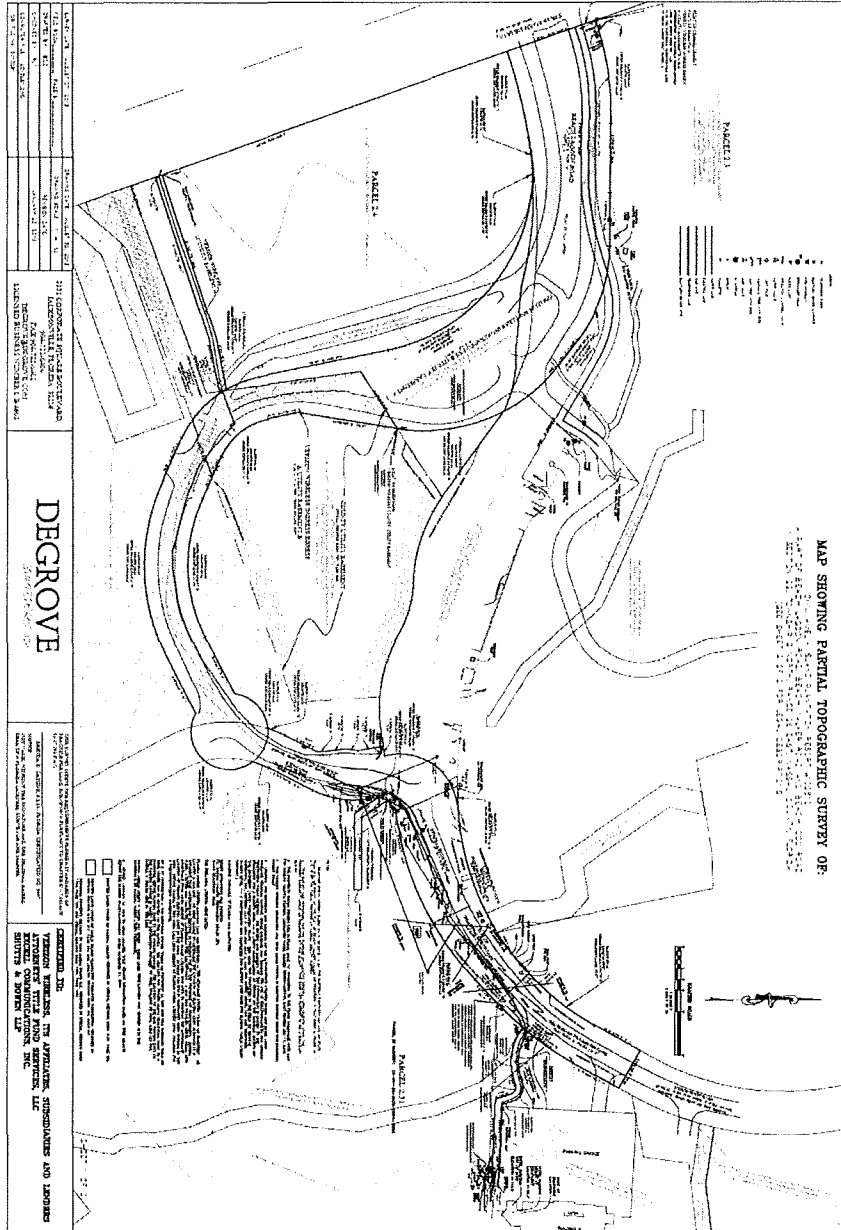
## EXHIBIT A

*(LEGAL DESCRIPTION OF EASEMENT PARCEL)*

### **GRANTEE'S 10 FOOT WIDE UTILITY EASEMENT A**

PART OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD PARCEL A, AS SHOWN ON THE PLAT OF BEACH WALKER VILLAGE, AS RECORDED IN PLAT BOOK 4, PAGES 14 AND 15 OF THE PUBLIC RECORDS OF SAID COUNTY (A RIGHT-OF-WAY OF VARYING WIDTH), THENCE SOUTH 19 DEGREES 33 MINUTES 10 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105, 634.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 71 DEGREES 39 MINUTES 17 SECONDS EAST, LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, 236.31 FEET; THENCE NORTH 78 DEGREES 51 MINUTES 53 SECONDS EAST, 74.04 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF AN EASEMENT CONTAINED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 817, PAGE 594 OF SAID PUBLIC RECORDS OF NASSAU COUNTY, SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 150.00 FEET, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF SAID EASEMENT AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 10.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 32 DEGREES 07 MINUTES 07 SECONDS EAST, AND A CHORD DISTANCE OF 10.71 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 78 DEGREES 51 MINUTES 53 SECONDS WEST, LEAVING THE SOUTHWESTERLY LINE OF SAID EASEMENT, 77.25 FEET; THENCE SOUTH 71 DEGREES 39 MINUTES 17 SECONDS WEST, 235.47 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105; THENCE NORTH 19 DEGREES 33 MINUTES 10 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 10.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "A-1"**  
 Page 1 of 2  
 (SURVEY)

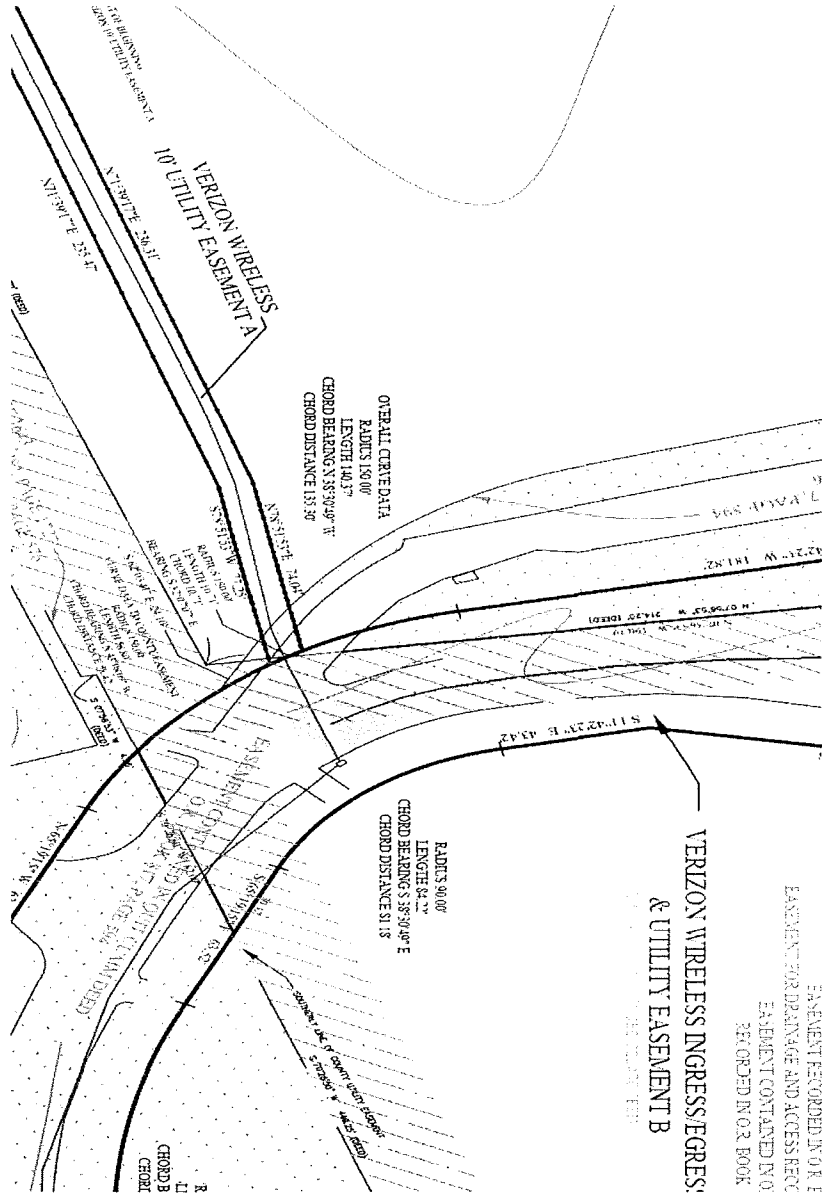


**GRANTEE herein referred to as "VERIZON WIRELESS"**

**EXHIBIT "A-1"**

**Page 2 of 2**

**(ENLARGEMENT OF EASEMENT AREA FOR DETAIL PUPOSES ONLY)**



**GRANTEE herein referred to as "VERIZON WIRELESS"**

THIS INSTRUMENT PREPARED BY  
AND, AFTER RECORDING, RETURN TO:

Tirso M. Carreja, Jr, Esq.:  
Shutts & Bowen LLP  
4301 W. Boy Scout Boulevard  
Suite 300  
Tampa, Florida 33607

**NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT**  
(Site Name/Id: Omni Hotel Amelia Island/102512)

THIS NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT (the "Agreement") is made this 20<sup>th</sup> day of April, 2016 (the "Effective Date") between Amelia Island Plantation Community Association, Inc., a Florida not for profit corporation having a mailing address of 5542 First Coast Highway, Suite 400, Amelia Island, Florida 32034 ("AIPCA"), Omni Amelia Island, LLC, a Delaware limited liability company having a mailing address of 600 East Las Colinas Blvd., Suite 1900, Irving, TX 75039 ("OMNI"), and Nassau County, a political subdivision of the State of Florida, having an address of 96135 Nassau Place, Suite 1, Yulee, Florida 32097 ("County" and each a "Grantor" or collectively, the "Grantors"), and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (the "Grantee"). For purposes of this Agreement, Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**RECITALS**

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### AGREEMENT

Now therefore, in consideration of the above recitals, which are incorporated herein and made a part hereof by this reference, and of the covenants herein contained, Grantors hereby covenant and agree as follows:

1. Recitals. The Parties hereby acknowledge and incorporate the above-referenced Recitals into this Agreement as if fully set forth herein.
2. Grant of Easement. Each Grantor hereby grants, bargains, sells and releases unto Grantee, its successors and assigns, a non-exclusive easement (the “Easement”) for ingress and egress, and the installation and maintenance of fiber optic cable, and utility wires, poles, cables, conduits, and pipes, over, across, under, or on the those portions of the Easement Parcel owned by each Grantor, respectively. Grantee, its agents, independent contractors, subtenants, licensees, tenants and invitees shall have the use of the Easement Parcel and may construct, reconstruct, maintain and repair the Easement Parcel to accommodate Grantee’s use of the Easement Parcel. During the term of this Agreement, OMNI at its sole cost and expense, shall be responsible for the routine maintenance, repair, replacement and upkeep of the surface of those portion(s) of the Easement Parcel owned by OMNI, such that the Easement Parcel is maintained in good order, condition and repair and in compliance with all applicable laws. During the term of this Agreement, County at its sole cost and expense, shall be responsible for the routine maintenance, repair, replacement and upkeep of the surface of those portion(s) of the Easement Parcel owned by County, in a manner consistent with its condition as of the date of this Agreement. Grantee shall be responsible for using the Easement Parcel in a lawful, reasonable, safe and orderly manner, and shall maintain the area in a manner that ensures said area can be used by Grantee for its intended use. Should the Easement Parcel be damaged by Grantee during Grantee’s construction of its improvements, Grantee shall restore the Easement Parcel to at least its pre-construction condition.
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4. Termination Rights of Grantee. Except as to the Easement granted by the County, Grantee shall have the right to terminate this Agreement upon termination of the Lease, provided that thirty (30) days prior notice is given to Grantor.
5. Assignment. With respect to the Easement granted by the County, this Agreement may be freely assigned by the County to a successor owner of the portion of the Easement Parcel owned by the County. With respect to the Easement granted by the County, this Agreement may be sold, assigned or transferred by the Grantee without any approval or consent of the County to the Grantee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Grantee's assets in the market defined by the Federal Communications Commission in which the Easement Parcel is located by reason of a merger, acquisition or other business reorganization. With respect to the Easement granted by the County, as to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the County, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment hereunder.
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7. Warranties of Title. Each Grantor (except AIPCA) covenants and warrants with and to Grantee that, each Grantor is lawfully seized of its respective portion(s) of the Easement Parcel in fee simple, and that each Grantor has good right and lawful authority to grant and convey this easement. Each Grantor further covenants that there are no liens, judgments or impediments of title on its respective portion(s) of the Easement Parcel, or affecting each Grantor's respective title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of its respective portion(s) of the Easement Parcel by Grantee as set forth above. AIPCA makes no covenant or warranty whatsoever as to its title or rights in the Easement Parcel; the parties agree, however, that nothing herein shall be construed so as to constitute an admission by AIPCA as to the extent of its rights in the Easement Parcel.
  
8. Reservation of Use. Grantors retain the right to use its respective portion(s) of the Easement Parcel for any and all purposes and uses which do not unreasonably interfere with Grantee's use thereof as set forth in this Agreement. With respect to any portion of the Easement Parcel owned by the County, the County retains the right to use the portion of the Easement Parcel owned by the County for any and all purposes and uses which do not unreasonably interfere (excluding water and sewer facilities) with Grantee's use thereof as set forth in this Agreement. Grantee agrees that County may, at Grantee's expense, relocate Grantee's Easement Parcel to a new location (the "New Easement Parcel") for access and utilities, so long as: (i) the width and location of the New Easement Parcel is substantially similar to that of the Easement Parcel; (ii) the New Easement Parcel is constructed and ready for use prior to the termination of Grantee's rights under the Easement Parcel; (iii) Grantee reasonably approves with the location of the New Easement Parcel, which approval shall not be unreasonably withheld, conditioned or delayed; (iv) the New Easement Parcel complies with all federal, state and local governmental requirements, including without limitation, zoning requirements; and (v) County and Grantee execute and record an amendment to this Agreement reflecting the location of the New Easement Parcel. Within ninety (90) days of County granting to Grantee all necessary rights in connection with the New Easement Parcel, Grantee shall relocate its existing facilities from the Easement Parcel to the New Easement Parcel and the New Easement Parcel shall thereafter be deemed the Easement Parcel and subject to all terms and conditions of this Agreement.

9. Notices. Any notice which either party may or is required to give hereunder shall be given in writing to the other party, each at the address set forth below, or at such other address as may be designated in writing by the parties from time to time by (i) certified or registered mail, return receipt requested, postage prepaid; (ii) overnight delivery, delivery fees prepaid; or (iii) facsimile with a hard copy to follow via first class mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver:

To Omni: Omni Amelia Island  
6800 1<sup>st</sup> Coast Highway  
Fernandia Beach, FL 32034  
Attention: Managing Director

With a copy to: Omni Hotels and Resorts  
420 Decker Drive  
Irving, Texas 75062  
Attention: VP Finance

To AIPCA: Amelia Island Plantation Community Association, Inc., a  
Florida not for profit corporation  
5542 First Coast Highway, Suite 400, Amelia Island,  
Florida 32034  
Attention: Executive Director

To County: Nassau County  
96135 Nassau Place, Suite 1  
Yulee Florida, 32097  
Attention: County Manager

To Grantee: Verizon Wireless Personal Communications LP, a  
Delaware limited partnership d/b/a Verizon Wireless  
180 Washington Valley Rd.  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

10. Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the parties, the intent of the parties being as heretofore set forth. No provision of this Agreement shall be construed against or

interpreted to the disadvantage of any party by any court or other government or judicial authority by reason of either party having, or being deemed to have, structured, drafted or specified such provision. To the extent the grant made hereby shall fail in any respect, or is held to be invalid, in whole or in part, including but not limited to the effectiveness of the grant made hereby, this Agreement shall continue in full force and effect to the full extent of each Grantor's respective interest in and to any part of the Easement Parcel.

11. Governing Law; Jurisdiction. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement shall lie in the County of Nassau, State of Florida.
12. Indemnification. Grantee hereby agrees to indemnify and hold Grantors harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens and damages, including reasonable attorneys fees, incurred or suffered by Grantors, arising out of Grantee's use of the Easement Parcel, or arising out of Grantee's failure to properly exercise the rights, duties, obligations and liabilities under this Agreement as required above. Likewise, to the extent permitted by law, each Grantor (except AIPCA) hereby agrees to indemnify and hold Grantee harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens and damages, including reasonable attorneys fees, incurred or suffered by Grantee, arising out of each Grantor's use of its respective portion(s) of the Easement Parcel, or arising out of Grantor's failure to maintain its respective portion(s) of the Easement Parcel and properly exercise the rights, duties, obligations and liabilities under this Agreement as required above. Nothing herein is intended to act as a waiver of the County's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
13. Fiscal Funding. In the event that funds are not appropriated by Grantee in any succeeding fiscal year for tasks and obligations of Grantee described herein, then Grantee shall be relieved of these tasks and obligations as of expiration of the fiscal year for which funds are appropriated and expended, without penalty or expense to Grantee, until a fiscal year for which funds are budgeted and appropriated.
14. Modification. This Agreement, once executed and delivered, shall not be modified or altered in any respect except by a writing, executed by each Grantor and Grantee, their successors or assigns.

15. Counterparts. The Parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement.

<Signature Page to Follow>

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date set forth above.

WITNESSES:

[Signature]  
Print Name: Wayne McLellan  
[Signature]  
Print Name: DAVID SPARDING

WITNESSES:

[Signature]  
Print Name: Joanne McCarthy  
[Signature]  
Print Name: JOE BONTING

WITNESSES:

[Signature]  
Print Name: Brenda Linville  
[Signature]  
Print Name: Peggy Snyder

WITNESSES:

[Signature]  
Print Name: Wm Walters  
[Signature]  
Print Name: [Signature]

GRANTOR:

Omni Amelia Island, LLC, a Delaware limited liability company

By: [Signature]  
Name: DEAN BOSWELL  
Title: VP FINANCE  
Date: 12-18-15

GRANTOR:

Amelia Island Plantation Community Association, Inc., a Florida not-for-profit corporation

By: [Signature]  
Name: RICHARD C. TUEHLER  
Title: PRESIDENT, AIPCA  
Date: 1-15-16

GRANTOR:

Nassau County, a political subdivision of the State of Florida

By: [Signature]  
Name: Walter J. Boatright  
Title: Chairman  
Date: 4-20-16

GRANTEE:

Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless

By: [Signature]  
Name: Aparna Khurchar  
Title: Area Vice President - Network  
Date: 2/16/16 Vice President - Field Network

MBS  
04.22.16

GRANTOR:

STATE OF Texas )  
 )  
COUNTY OF Dallas )

The foregoing instrument was acknowledged before me this 18 day of December, 2015, by Dean Boswell, VP Finance of Omni Amelia Island, LLC, a Delaware limited liability company, on behalf of the limited liability company. He/ She is personally known to me, or has produced \_\_\_\_\_ as identification.

Notary Public, State of Texas  
Name: Heather McNabb  
Heather McNabb

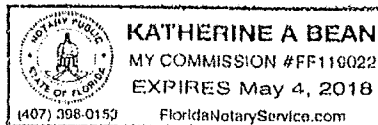


GRANTOR:

STATE OF FLORIDA )  
 )  
COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me this 15th day of JANUARY, 2017, by RICHARD TUFARO, PRESIDENT of Amelia Island Plantation Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/ She is personally known to me, or has produced \_\_\_\_\_ as identification.

Katherine A. Bean  
Notary Public, State of FLORIDA  
Name: KATHERINE A. BEAN

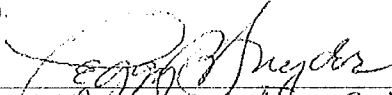


**GRANTOR:**

STATE OF Florida )  
 )  
COUNTY OF Nassau )

The foregoing instrument was acknowledged before me this 20th day of April, 2016, by Walter J. Boatright, as Chairman (title) for Nassau County, a political subdivision of the State of Florida, on behalf of the political subdivision of the State of Florida. ~~He/~~ She is personally known to me, or has produced \_\_\_\_\_ as identification.

PEGGY B SNYDER  
Notary Public, State of Florida  
My Comm. Expires November 12, 2019  
Commission No. FF 935754


  
\_\_\_\_\_  
Notary Public, State of FLORIDA  
Name: PEGGY B. SNYDER

**GRANTEE:**

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF MECKLENBURG )

The foregoing instrument was acknowledged before me this 16th day of February, 2016, by Aparna Khurjekar, <sup>Vice President - Field Network</sup> ~~Area Vice-President Network~~ of Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, on behalf of the partnership. She is personally known to me, or has produced \_\_\_\_\_ as identification.

SUSAN E. LONG  
NOTARY PUBLIC  
GASTON COUNTY  
NORTH CAROLINA  
MY COMMISSION EXPIRES 8/28/2016

  
\_\_\_\_\_  
Notary Public, State of NC  
Name: SUSAN LONG

**EXHIBIT A**

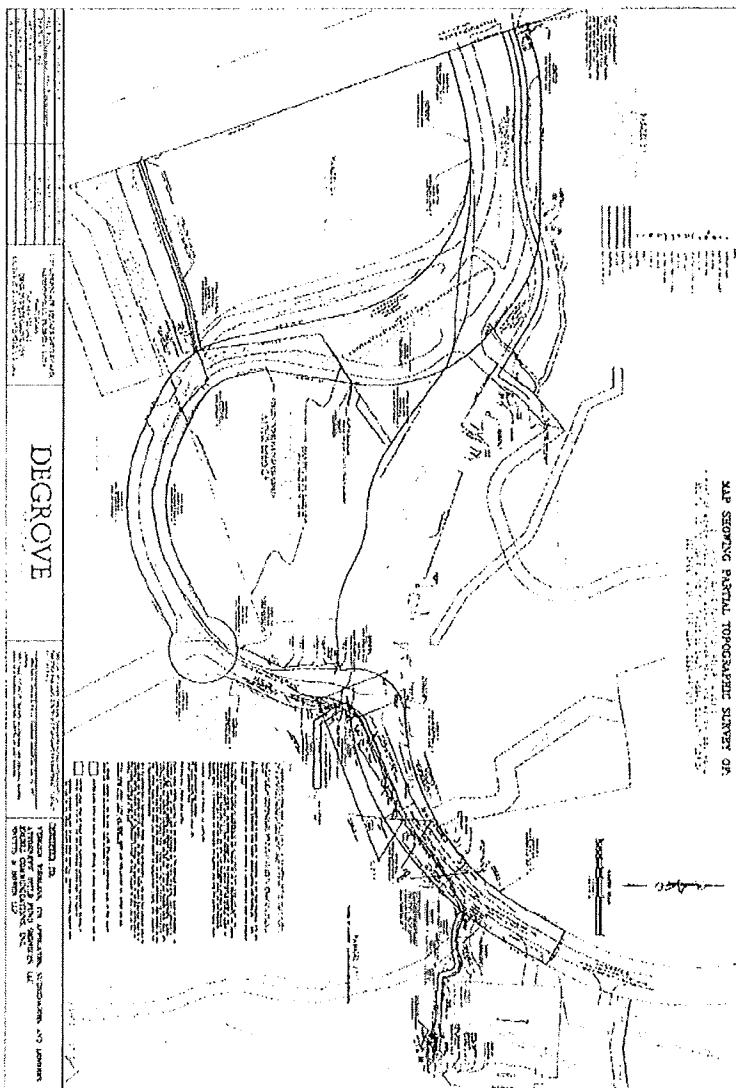
*(LEGAL DESCRIPTION OF EASEMENT PARCEL)*

**GRANTEE'S 10 FOOT WIDE UTILITY EASEMENT A**

PART OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD PARCEL A, AS SHOWN ON THE PLAT OF BEACH WALKER VILLAGE, AS RECORDED IN PLAT BOOK 4, PAGES 14 AND 15 OF THE PUBLIC RECORDS OF SAID COUNTY (A RIGHT-OF-WAY OF VARYING WIDTH), THENCE SOUTH 19 DEGREES 33 MINUTES 10 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105, 634.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 71 DEGREES 39 MINUTES 17 SECONDS EAST, LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, 236.31 FEET; THENCE NORTH 78 DEGREES 51 MINUTES 53 SECONDS EAST, 74.04 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF AN EASEMENT CONTAINED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 817, PAGE 594 OF SAID PUBLIC RECORDS OF NASSAU COUNTY, SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 150.00 FEET, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF SAID EASEMENT AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 10.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 32 DEGREES 07 MINUTES 07 SECONDS EAST, AND A CHORD DISTANCE OF 10.71 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 78 DEGREES 51 MINUTES 53 SECONDS WEST, LEAVING THE SOUTHWESTERLY LINE OF SAID EASEMENT, 77.25 FEET; THENCE SOUTH 71 DEGREES 39 MINUTES 17 SECONDS WEST, 235.47 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105; THENCE NORTH 19 DEGREES 33 MINUTES 10 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 10.00 FEET TO THE POINT OF BEGINNING.



EXHIBIT "A-1"  
Page 1 of 2  
(SURVEY)

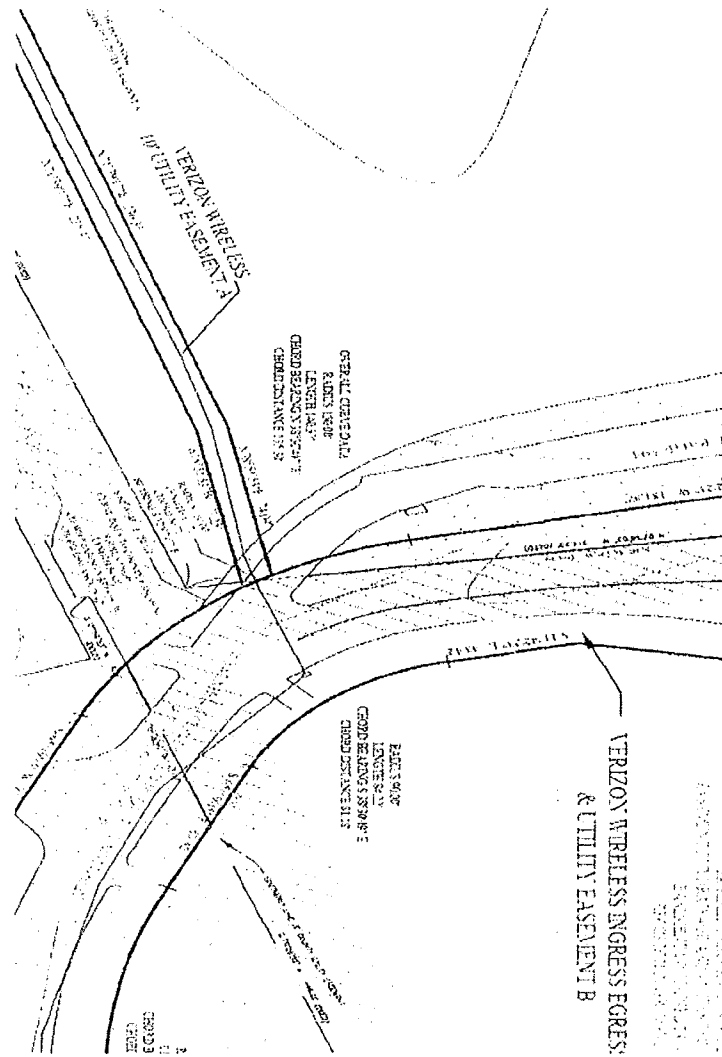


GRANTEE herein referred to as "VERIZON WIRELESS"

**EXHIBIT "A-1"**

Page 2 of 2

(ENLARGEMENT OF EASEMENT AREA FOR DETAIL PUPOSES ONLY)



GRANTEE herein referred to as "VERIZON WIRELESS"

Electronically Recorded  
County Nassau  
ID BK 2092 Pg. 140  
Date April 26, 2016  
By S. Bowler  
Shutts & Bowen LLP

THIS INSTRUMENT PREPARED BY  
AND, AFTER RECORDING, RETURN TO:

Tirso M. Carreja, Jr, Esq.:  
Shutts & Bowen LLP  
4301 W. Boy Scout Boulevard  
Suite 300  
Tampa, Florida 33607

**NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT**  
(Site Name/Id: **Omni Hotel Amelia Island/102512**)

THIS NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT (the "Agreement") is made this 20<sup>th</sup> day of April, 2016 (the "Effective Date") between Amelia Island Plantation Community Association, Inc., a Florida not for profit corporation having a mailing address of 5542 First Coast Highway, Suite 400, Amelia Island, Florida 32034 ("AIPCA"), Omni Amelia Island, LLC, a Delaware limited liability company having a mailing address of 600 East Las Colinas Blvd., Suite 1900, Irving, TX 75039 ("OMNI"), and Nassau County, a political subdivision of the State of Florida, having an address of 96135 Nassau Place, Suite 1, Yulee, Florida 32097 ("County" and each a "Grantor" or collectively, the "Grantors"), and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (the "Grantee"). For purposes of this Agreement, Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**RECITALS**

Collectively, Grantors are the owners of several parcels of real property located in Nassau County Florida, which together comprise a certain easement (the "Easement Parcel") more particularly described in Exhibits "A" and "A-1" attached hereto and incorporated herein by reference.

In consideration of and in accordance with the terms and conditions contained in this Agreement, Grantee desires to obtain, and Grantors, have agreed to grant a non-exclusive easement for ingress and egress, and the installation and maintenance of fiber optic cable, and utility wires, poles, cables, conduits, and pipes, over, across, under, or on those portions of the Easement Parcel owned by each Grantor, respectively.

### AGREEMENT

Now therefore, in consideration of the above recitals, which are incorporated herein and made a part hereof by this reference, and of the covenants herein contained, Grantors hereby covenant and agree as follows:

1. Recitals. The Parties hereby acknowledge and incorporate the above-referenced Recitals into this Agreement as if fully set forth herein.
2. Grant of Easement. Each Grantor hereby grants, bargains, sells and releases unto Grantee, its successors and assigns, a non-exclusive easement (the “**Easement**”) for ingress and egress, and the installation and maintenance of fiber optic cable, and utility wires, poles, cables, conduits, and pipes, over, across, under, or on the those portions of the Easement Parcel owned by each Grantor, respectively. Grantee, its agents, independent contractors, subtenants, licensees, tenants and invitees shall have the use of the Easement Parcel and may construct, reconstruct, maintain and repair the Easement Parcel to accommodate Grantee’s use of the Easement Parcel. During the term of this Agreement, OMNI at its sole cost and expense, shall be responsible for the routine maintenance, repair, replacement and upkeep of the surface of those portion(s) of the Easement Parcel owned by OMNI, such that the Easement Parcel is maintained in good order, condition and repair and in compliance with all applicable laws. During the term of this Agreement, County at its sole cost and expense, shall be responsible for the routine maintenance, repair, replacement and upkeep of the surface of those portion(s) of the Easement Parcel owned by County, in a manner consistent with its condition as of the date of this Agreement. Grantee shall be responsible for using the Easement Parcel in a lawful, reasonable, safe and orderly manner, and shall maintain the area in a manner that ensures said area can be used by Grantee for its intended use. Should the Easement Parcel be damaged by Grantee during Grantee’s construction of its improvements, Grantee shall restore the Easement Parcel to at least its pre-construction condition.
3. Term. This Agreement shall be effective and commence as of the date of execution by the Parties and shall remain in force and effect so long as Grantee maintains its right to lease space within that certain building located at 68001 Coast Highway, Fernandina Beach, Nassau County, Florida pursuant to that certain Building and Rooftop Lease Agreement between OMNI and Grantee dated

February 16, 2016 (the "Lease"). Upon expiration of the Lease, Grantee shall have ninety (90) days to remove any above-ground fiber optic cable, utility wires, poles, cables, conduits and pipes from the Easement Parcel, but shall have no obligation to remove any underground utilities. However, with respect to any portion of the Easement Parcel owned by the AIPCA, should Grantee elect not to remove any underground utilities, it shall cause all underground utilities installed pursuant to this Agreement to be identified and flagged above ground within ninety (90) days of the expiration of the Lease. Notwithstanding anything to the contrary contained in this Agreement, with respect to any portion of the Easement Parcel owned by the County, upon expiration of the Lease, Grantee shall have ninety (90) days to remove all improvements owned or installed by Grantee from the portion of the Easement Parcel owned by the County (provided that the County acknowledges the existing conduit located within the portions of the Easement Parcel owned by the County is not owned by Grantee and therefore, Grantee does not have the right to remove such conduit).

4. Termination Rights of Grantee. Except as to the Easement granted by the County, Grantee shall have the right to terminate this Agreement upon termination of the Lease, provided that thirty (30) days prior notice is given to Grantor.
5. Assignment. With respect to the Easement granted by the County, this Agreement may be freely assigned by the County to a successor owner of the portion of the Easement Parcel owned by the County. With respect to the Easement granted by the County, this Agreement may be sold, assigned or transferred by the Grantee without any approval or consent of the County to the Grantee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Grantee 's assets in the market defined by the Federal Communications Commission in which the Easement Parcel is located by reason of a merger, acquisition or other business reorganization. With respect to the Easement granted by the County, as to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the County, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Grantee or transfer upon partnership or corporate dissolution of Grantee shall constitute an assignment hereunder.
6. Covenant Running with the Land; Transfer of Title. The rights herein granted and the covenants and agreements set forth in this instrument shall run with the Easement Parcel, and shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity by Grantee and its respective assigns and successors in interest and by the successors in title and interest to Easement Parcel. Each Grantor and any subsequent fee simple owner(s) of the Easement Parcel shall be relieved of its obligations and duties hereunder upon conveyance

of all of its right, title and interest in the Easement Parcel to a third party except for those liabilities hereunder which arose during the conveying party's period of ownership. By acceptance of a conveyance of all or any part of the Easement Parcel, a third party assumes all obligations hereunder with respect to the Easement Parcel or such part thereof from the time of conveyance forward.

7. Warranties of Title. Each Grantor (except AIPCA) covenants and warrants with and to Grantee that, each Grantor is lawfully seized of its respective portion(s) of the Easement Parcel in fee simple, and that each Grantor has good right and lawful authority to grant and convey this easement. Each Grantor further covenants that there are no liens, judgments or impediments of title on its respective portion(s) of the Easement Parcel, or affecting each Grantor's respective title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of its respective portion(s) of the Easement Parcel by Grantee as set forth above. AIPCA makes no covenant or warranty whatsoever as to its title or rights in the Easement Parcel; the parties agree, however, that nothing herein shall be construed so as to constitute an admission by AIPCA as to the extent of its rights in the Easement Parcel.
  
8. Reservation of Use. Grantors retain the right to use its respective portion(s) of the Easement Parcel for any and all purposes and uses which do not unreasonably interfere with Grantee's use thereof as set forth in this Agreement. With respect to any portion of the Easement Parcel owned by the County, the County retains the right to use the portion of the Easement Parcel owned by the County for any and all purposes and uses which do not unreasonably interfere (excluding water and sewer facilities) with Grantee's use thereof as set forth in this Agreement. Grantee agrees that County may, at Grantee's expense, relocate Grantee's Easement Parcel to a new location (the "New Easement Parcel") for access and utilities, so long as: (i) the width and location of the New Easement Parcel is substantially similar to that of the Easement Parcel; (ii) the New Easement Parcel is constructed and ready for use prior to the termination of Grantee's rights under the Easement Parcel; (iii) Grantee reasonably approves with the location of the New Easement Parcel, which approval shall not be unreasonably withheld, conditioned or delayed; (iv) the New Easement Parcel complies with all federal, state and local governmental requirements, including without limitation, zoning requirements; and (v) County and Grantee execute and record an amendment to this Agreement reflecting the location of the New Easement Parcel. Within ninety (90) days of County granting to Grantee all necessary rights in connection with the New Easement Parcel, Grantee shall relocate its existing facilities from the Easement Parcel to the New Easement Parcel and the New Easement Parcel shall thereafter be deemed the Easement Parcel and subject to all terms and conditions of this Agreement.

9. Notices. Any notice which either party may or is required to give hereunder shall be given in writing to the other party, each at the address set forth below, or at such other address as may be designated in writing by the parties from time to time by (i) certified or registered mail, return receipt requested, postage prepaid; (ii) overnight delivery, delivery fees prepaid; or (iii) facsimile with a hard copy to follow via first class mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver:

To Omni: Omni Amelia Island  
6800 1<sup>st</sup> Coast Highway  
Fernandia Beach, FL 32034  
Attention: Managing Director

With a copy to: Omni Hotels and Resorts  
420 Decker Drive  
Irving, Texas 75062  
Attention: VP Finance

To AIPCA: Amelia Island Plantation Community Association, Inc., a  
Florida not for profit corporation  
5542 First Coast Highway, Suite 400, Amelia Island,  
Florida 32034  
Attention: Executive Director

To County: Nassau County  
96135 Nassau Place, Suite 1  
Yulee Florida, 32097  
Attention: County Manager

To Grantee: Verizon Wireless Personal Communications I.P, a  
Delaware limited partnership d/b/a Verizon Wireless  
180 Washington Valley Rd.  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

10. Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the parties, the intent of the parties being as heretofore set forth. No provision of this Agreement shall be construed against or

interpreted to the disadvantage of any party by any court or other government or judicial authority by reason of either party having, or being deemed to have, structured, drafted or specified such provision. To the extent the grant made hereby shall fail in any respect, or is held to be invalid, in whole or in part, including but not limited to the effectiveness of the grant made hereby, this Agreement shall continue in full force and effect to the full extent of each Grantor's respective interest in and to any part of the Easement Parcel.

11. Governing Law; Jurisdiction. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement shall lie in the County of Nassau, State of Florida.
12. Indemnification. Grantee hereby agrees to indemnify and hold Grantors harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens and damages, including reasonable attorneys fees, incurred or suffered by Grantors, arising out of Grantee's use of the Easement Parcel, or arising out of Grantee's failure to properly exercise the rights, duties, obligations and liabilities under this Agreement as required above. Likewise, to the extent permitted by law, each Grantor (except AIPCA) hereby agrees to indemnify and hold Grantee harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens and damages, including reasonable attorneys fees, incurred or suffered by Grantee, arising out of each Grantor's use of its respective portion(s) of the Easement Parcel, or arising out of Grantor's failure to maintain its respective portion(s) of the Easement Parcel and properly exercise the rights, duties, obligations and liabilities under this Agreement as required above. Nothing herein is intended to act as a waiver of the County's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.
13. Fiscal Funding. In the event that funds are not appropriated by Grantee in any succeeding fiscal year for tasks and obligations of Grantee described herein, then Grantee shall be relieved of these tasks and obligations as of expiration of the fiscal year for which funds are appropriated and expended, without penalty or expense to Grantee, until a fiscal year for which funds are budgeted and appropriated.
14. Modification. This Agreement, once executed and delivered, shall not be modified or altered in any respect except by a writing, executed by each Grantor and Grantee, their successors or assigns.



15. Counterparts. The Parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement.

<Signature Page to Follow>

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date set forth above.

WITNESSES:

Wayne McLellan  
Print Name: Wayne McLellan  
D. H. Spalding  
Print Name: D. H. SPALDING

WITNESSES:

Joanne McCarthy  
Print Name: Joanne McCarthy  
Joe Bunting  
Print Name: JOE BUNTING

WITNESSES:

Brenda Linville  
Print Name: Brenda Linville  
Peggy Snyder  
Print Name: Peggy Snyder

WITNESSES:

Wm. W. Warren  
Print Name: Wm. W. Warren  
F. J. B.  
Print Name: F. J. B.

GRANTOR:

Omni Amelia Island, LLC, a Delaware limited liability company

By: Dean Roswell  
Name: DEAN ROSWELL  
Title: VP FINANCE  
Date: 12-18-15

GRANTOR:

Amelia Island Plantation Community Association, Inc., a Florida not-for-profit corporation

By: Richard C. Tufano  
Name: RICHARD C. TUFANO  
Title: PRESIDENT, AIPCA  
Date: 1-15-16

GRANTOR:

Nassau County, a political subdivision of the State of Florida

By: Walter J. Boatright  
Name: Walter J. Boatright  
Title: Chairman  
Date: 4-20-16

GRANTEE:

Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless

By: Aparna Khurjekar  
Name: Aparna Khurjekar  
Title: Area Vice President - Network  
Date: 2/16/16 Vice President - Field Network

MES  
04.22.16

GRANTOR:

STATE OF Texas )  
 )  
COUNTY OF Dallas )

The foregoing instrument was acknowledged before me this 18 day of December, 2015, by Dean Boswell, VP Finance of Omni Amelia Island, LLC, a Delaware limited liability company, on behalf of the limited liability company. He/ She is personally known to me, or has produced \_\_\_\_\_ as identification.

Notary Public, State of Texas  
Name: Heather McNabb  
Heather McNabb



GRANTOR:

STATE OF FLORIDA )  
 )  
COUNTY OF NASSAU )

The foregoing instrument was acknowledged before me this 15th day of JANUARY, 2016 by RICHARD TUFARO, PRESIDENT of Amelia Island Plantation Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/ She is personally known to me, or has produced \_\_\_\_\_ as identification.

Katherine A. Bean  
Notary Public, State of FLORIDA  
Name: KATHERINE A. BEAN



**GRANTOR:**

STATE OF Florida )  
 )  
COUNTY OF Nassau )

The foregoing instrument was acknowledged before me this 20th day of April, 2016, by Walter J. Boatright, as Chairman (title) for Nassau County, a political subdivision of the State of Florida, on behalf of the political subdivision of the State of Florida. He She is personally known to me, or has produced \_\_\_\_\_ as identification.

PEGGY B. SNYDER  
Notary Public, State of Florida  
My Comm. Expires November 12, 2019  
Commission No. FF 935754

Peggy B. Snyder  
Notary Public, State of FLORIDA  
Name: PEGGY B. SNYDER

**GRANTEE:**

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF MECKLENBURG )

The foregoing instrument was acknowledged before me this 16th day of February, 2016, by Aparna Khurjekar, Vice President - Field Network ~~Area Vice President Network~~ of Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless, on behalf of the partnership. She is personally known to me, or has produced \_\_\_\_\_ as identification.

**BUSAN E. LONG  
NOTARY PUBLIC  
GASTON COUNTY  
NORTH CAROLINA  
MY COMMISSION EXPIRES 8/28/2016**

Busan E. Long  
Notary Public, State of NC  
Name: SUSAN LONG

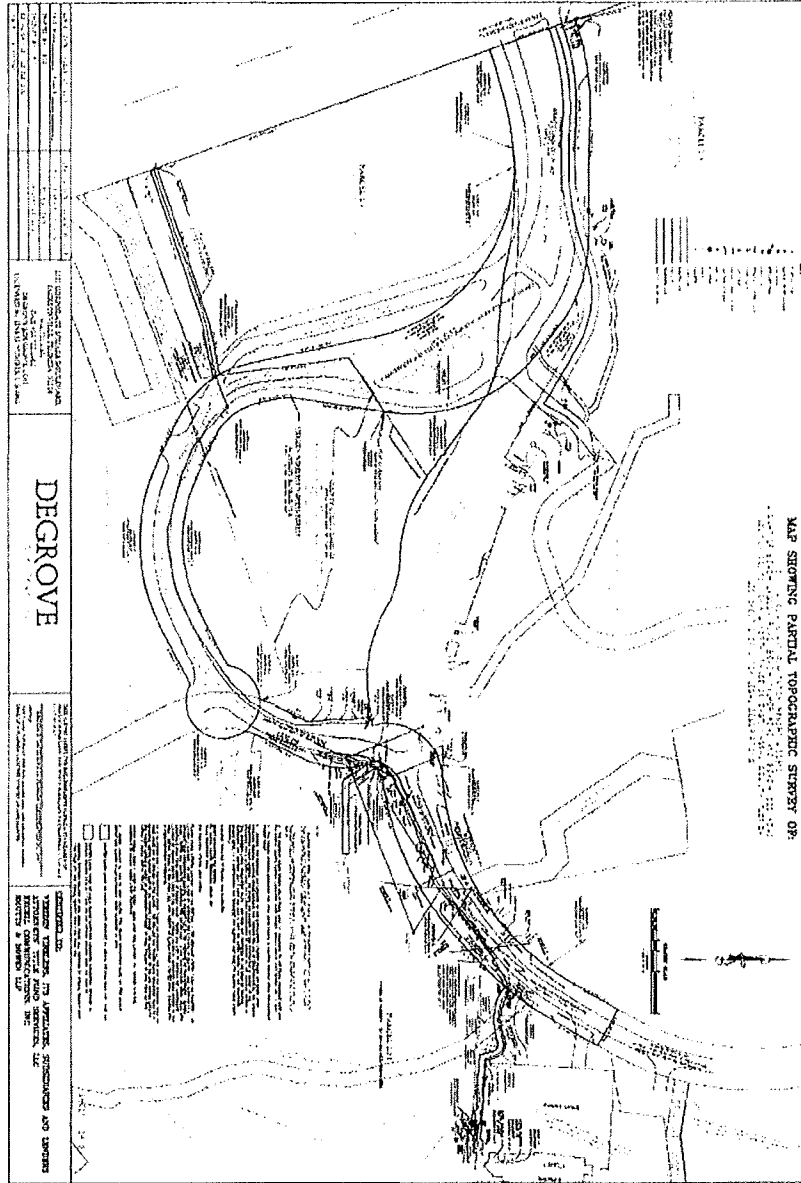
**EXHIBIT A**

*(LEGAL DESCRIPTION OF EASEMENT PARCEL)*

**GRANTEE'S 10 FOOT WIDE UTILITY EASEMENT A**

PART OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A1A, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF BEACH LAGOON ROAD PARCEL A, AS SHOWN ON THE PLAT OF BEACH WALKER VILLAGE, AS RECORDED IN PLAT BOOK 4, PAGES 14 AND 15 OF THE PUBLIC RECORDS OF SAID COUNTY (A RIGHT-OF-WAY OF VARYING WIDTH), THENCE SOUTH 19 DEGREES 33 MINUTES 10 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105, 634.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 71 DEGREES 39 MINUTES 17 SECONDS EAST, LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, 236.31 FEET; THENCE NORTH 78 DEGREES 51 MINUTES 53 SECONDS EAST, 74.04 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF AN EASEMENT CONTAINED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 817, PAGE 594 OF SAID PUBLIC RECORDS OF NASSAU COUNTY, SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 150.00 FEET, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF SAID EASEMENT AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 10.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 32 DEGREES 07 MINUTES 07 SECONDS EAST, AND A CHORD DISTANCE OF 10.71 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 78 DEGREES 51 MINUTES 53 SECONDS WEST, LEAVING THE SOUTHWESTERLY LINE OF SAID EASEMENT, 77.25 FEET; THENCE SOUTH 71 DEGREES 39 MINUTES 17 SECONDS WEST, 235.47 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105; THENCE NORTH 19 DEGREES 33 MINUTES 10 SECONDS WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, 10.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-1"  
Page 1 of 2  
(SURVEY)

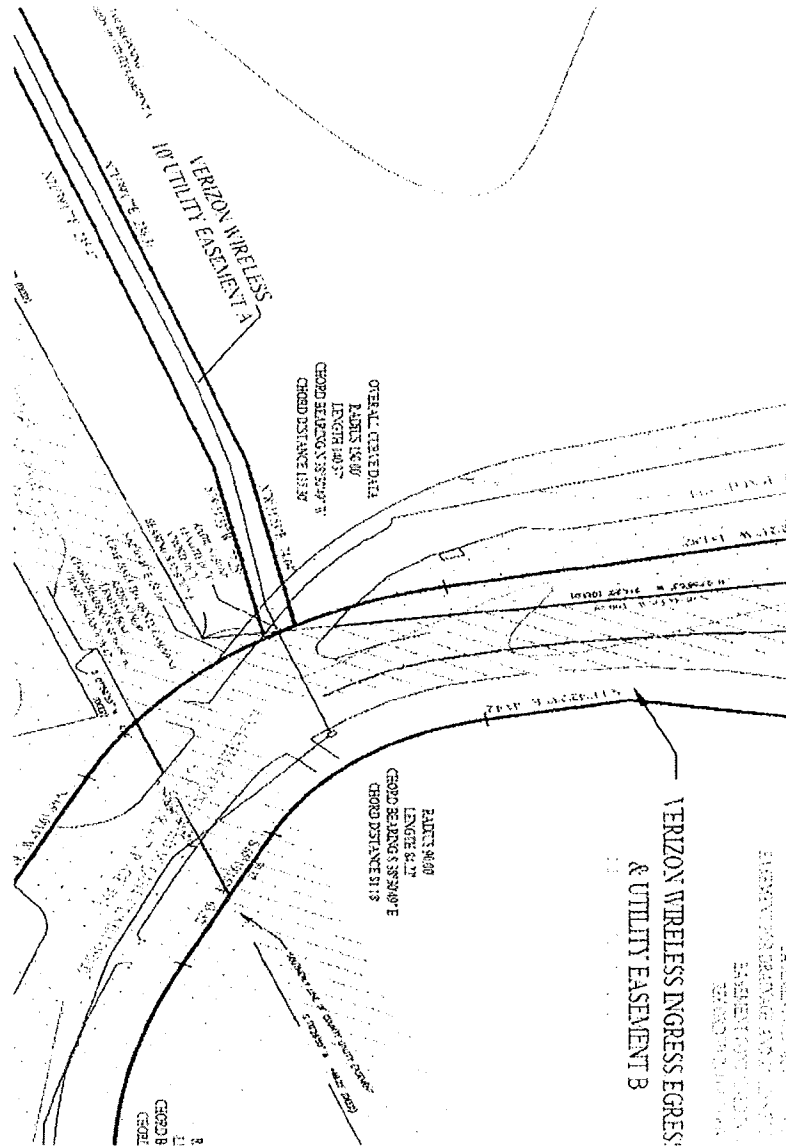


GRANTEE herein referred to as "VERIZON WIRELESS"

**EXHIBIT "A-1"**

**Page 2 of 2**

**(ENLARGEMENT OF EASEMENT AREA FOR DETAIL PUPOSES ONLY)**



**GRANTEE herein referred to as "VERIZON WIRELESS"**