

INDEMNITY AGREEMENT

(Encroachments)

HIS INDEMNITY AGREEMENT (this "Agreement") made and entered into this 13th day of November 2017 by and between 681 ST. CLAIR, LLC, a Florida limited liability company (hereinafter referred to as "Owner") whose address is 11555 Central Parkway, Suite 1004, Jacksonville, FL 32224 in favor of Nassau County (hereinafter referred to as the "County"), whose address is c/o 96135 Nassau Place, Ste 1, Yulee, FL 32097

WITNESSETH

WHEREAS, Owner holds title to a certain parcel of real property more particularly described on Exhibit A attached hereto (hereinafter referred to as the "Property");

WHEREAS, the Property is encumbered by that certain drainage easement, as recorded in Official Records Book 1390, page 1700, of the public records of Nassau County, Florida (the "Easement") encumbering portions of the Property more particularly described therein (the "Easement Area"); and

WHEREAS, Owner desires to install landscaping, driveways, paving and other horizontal improvements within a portion of the Easement Area.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, hereby agrees as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein.
2. Consent to Encroachments. The County hereby consents to the installation by Owner of landscaping, driveways, paving and other horizontal improvements within the Easement Area even though such installations encroach upon the Easement Area and the easement rights held by the County thereto, but only on the terms and conditions set forth herein.
3. Removal of Encroachments Upon Request. In consideration of County's consent to the installation of landscaping, driveways, paving and other horizontal improvements within the Easement Area, Owner shall promptly remove any of such encroachments from the Easement Area upon the request of County upon County's reasonable determination that such installations unreasonably prevent or interfere with the proper operation, maintenance, repair, construction, or reconstruction of any of the County's lines or facilities in the Easement Area or served by the lines and facilities of the County within the Easement Area. In addition, in the event the County reasonably determines, in its sole discretion, that operation, maintenance, repair, construction, or reconstruction of any of the County's lines or facilities located in the Easement Area requires either

(a) the removal or relocation of any of the County's lines or facilities located within the Easement Area, and/or

(b) the relocation or removal of any of Owner's installations within the Easement Area,

then, in such event, County shall be entitled (upon such notice as is reasonable under the circumstances, if any) to take any reasonable steps to accomplish such removal or relocation

without liability to Owner for damage or destruction of any of Owner's installations within the Easement Area.

4. Indemnity.

(a) Owner, its successors and assigns, hereby agrees to indemnify, defend, and hold harmless the County from and against any and all liabilities, damages, penalties, claims, costs and expenses, whatsoever, including attorneys fees at all levels, which may be imposed upon or asserted against the County as a result of or in any way connected to Owner's installations within the Easement Area or the removal or damage thereof.

(b) The foregoing indemnity shall be binding upon the Owner, its heirs, successors, legal representatives, and assigns and shall run with title to the Easement Area. An Owner of the Easement Area shall only be responsible for indemnification of matters arising during the course of said Owner's ownership of the Easement Area and for matters then-existing as of the date such Owner acquired title to the Easement Area.

5. Amendment or Waiver. This Agreement may be changed, waived, discharged or terminated only by a writing signed by the parties. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

6. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida without giving effect to the conflict of laws principles thereof. The parties agree that the sole venue for actions arising from the party's obligations and rights under this Agreement shall be the state and federal courts situate in Nassau County, Florida.

8. Due Negotiation. This Agreement has been drafted following due negotiation by both parties and their respective representatives and fairly and accurately reflects the intent of the parties with regard to the terms and conditions of this Agreement. Accordingly, all parties agree that this Agreement shall not be construed for or against any party, but rather solely on the plain meaning of the contents hereof. None of the parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. Each party has had or has been advised to seek legal advice by an attorney of their own choice prior to the execution of this Agreement. Each party fully understands the facts and has been informed fully as to their legal rights and obligations.

9. No Third Party Beneficiaries. The rights and remedies under this Agreement are for the sole benefit of the County. No third party shall have the right to enforce the provisions hereof. There are no intended third party beneficiaries of this Agreement.

SIGNATURE PAGE TO INDEMNITY AGREEMENT

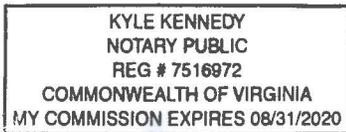
IN WITNESS WHEREOF, Owner has executed this Agreement

681 ST. CLAIR, LLC, a Florida limited liability company

By: *Paul D. Meadows*
Paul D. Meadows, Manager

STATE OF Virginia
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 29 day of September 2017, by Paul D. Meadows as Manager of 681 ST. CLAIR, LLC, a Florida limited liability company on behalf of said company.



Kyle Kennedy
Notary Public, State and County aforesaid
My commission expires: 08/31/2020
Commission No.: 7516972

He/ She: please check appropriate statement)
_____ is personally known to me
 produced identification (specify type)
VA Drivers License

EXHIBIT A TO 681 INDEMNITY AGREEMENT

Parcel 1

Tract 8, Shoppes at Amelia Concourse, according to the plat thereof recorded in Plat Book 7, pages 128, 129, 130, 131 and 132, of the public records of Nassau County, Florida.

Parcel 2

That certain tract or parcel of land being a part of Government Lot 1, Section 1, Township 2 North, Range 27 East, Nassau County, Florida, and being more particularly described as Beginning at the Southeast corner of Tract 8, Shoppes at Amelia Concourse, as recorded in Plat Book 7, pages 128, 129, 130, 131, and 132, of the public records of said County, said corner also being situated in the present Northerly right-of-way line of State Road 200/A1A (a variable width right-of-way); thence North $07^{\circ} 52' 06''$ East along the Easterly line of said Tract 8, a distance of 390.51 feet to the Northeast corner of said Tract 8; thence South $72^{\circ} 48' 29''$ East, 2.42 feet to a point in the Easterly line of the lands described in Official Records Book 950, page 96, of said public records; thence South $07^{\circ} 51' 58''$ West, along the Easterly line of said lands described in Official Records Book 950, page 96, a distance of 390.51 feet to a point in said present Northerly right-of-way line of State Road 200/A1A; thence North $72^{\circ} 46' 51''$ West, along said present Northerly right-of-way line, 2.44 feet to the Point of Beginning.

END

RESOLUTION NO. 2017- 152

A RESOLUTION ACCEPTING ENCROACHMENT OF DRAINAGE EASEMENT AGREEMENTS RELATED TO THE CHESTER CORNER COMMERCIAL PROJECT.

WHEREAS, The Board of County Commissioners of Nassau County, Florida has considered the encroachment of drainage easements at the Chester Corner Commercial project at the corner of Chester Road and SR200 that are necessary for the construction of the commercial development; and

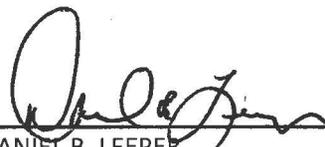
WHEREAS, the encroachment agreements set forth obligations of the parties for each parcel pertaining to the drainage easements.

NOW, THEREFORE, BE IT RESOLVED this 13th day of November, 2017 by the Board of County Commissioners of Nassau County, Florida to accept the following Encroachment of Easement Agreements:

1. Easement Encroachment, dated September 20th, 2017, by 681 St. Clair, LLC for Parcel 1 - Tract 8, Shoppes of Amelia Concourse and Parcel 2 – part of Government Lot 1, Section 1, Township 2 North, Range 27 East. Recorded in Nassau County, Official Records Book 1390, Page 1700.
2. Easement Encroachment, dated September 29th, 2017, by Cedar Crossing Enterprises, LLC for the parcel – part of Government Lot 1, Section 1, Township 2 North, Range 27 East. Recorded in Nassau County, Deed Book 273, Page 156.

NOW, THEREFORE, BE IT FURTHER RESOLVED that said agreements shall be duly recorded in the Official Records of Nassau County with this resolution accepting said agreements.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



DANIEL B. LEEPER,
ITS: Chairman

ATTEST:



JOHN A. CRAWFORD
ITS, Ex-Officio Clerk

MES
11.14.17

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN