

CS-22-059

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement (this "Agreement") is made as of the 26th day of September, 2022 (the "Effective Date"), by and between **JEA**, a body politic and corporate, whose address is Attn: Real Estate Services, 21 W. Church Street, Jacksonville, Florida 32202 ("JEA"), and **Board of County Commissioners of Nassau County, Florida**, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 ("County").

A. JEA is the owner of those certain lands located in Nassau County, Florida, being commonly known as tax parcel number 42-2N-27-0000-0001-0120, and more particularly described in Exhibit A attached hereto (the "Property").

B. County has requested the right to temporarily enter the Property to inspect it for beavers and dams caused by beavers, and to remove such beavers and/or beaver dams to prevent flooding.

C. JEA is willing to allow such use of the Property upon the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. During the Term (as defined below), JEA grants to County and its contractors, agents, employees and assigns the right to enter upon the Property to inspect the Property for beavers and beaver dams, together with the right to remove any beavers and beaver dams discovered on the Property (the "Permitted Activities"). County will be responsible for any and all costs related to the Permitted Activities.

2. County agrees to exercise due care in the performance of all Permitted Activities on the Property, and to not interfere with JEA's or any other authorized party's activities on the Property. Upon the completion of the Permitted Activities, County will restore the Property to substantially the condition that existed immediately prior to JEA's entry thereon, reasonable wear and tear and damage not caused by County excepted. In conducting any of the Permitted Activities, County and its agents and representatives shall: (i) not injure or otherwise cause bodily harm to JEA or its agents, guests, invitees, contractors and employees or any tenants or their agents, guests, invitees, contractors and employees; (ii) comply with all applicable laws; and (iii) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder.

3. Subject to the provisions and limitations of Section 768.28, Florida Statutes, County agrees to indemnify, defend, and hold JEA harmless from and against any and all liability, claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the County's entry, inspections, and activities on the Property, except to the extent caused by JEA's gross negligence.

4. The Term of this Agreement will commence of the Effective Date and terminate on the earlier to occur of (i) thirty (30) days after the Effective Date, or (ii) County's completion of the Permitted Activities on the Property.

5. All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses set forth in the introductory paragraph of this Agreement or such other address designated in writing by either party.

6. The rights granted to County under the terms of this Agreement are personal to County, and neither this Agreement nor the rights herein granted may be transferred or assigned by County. Subject to the foregoing limitation, the benefits of this Agreement and burdens of this Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto.

7. This Agreement may be executed in several counterparts, all of which taken together will constitute a single agreement although both parties may not have executed the same counterpart. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as the date first above written.

JEA,
a body politic and corporate

By: _____
Michael Corbitt
Director, Real Estate Services

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2022, by Michael Corbitt, as the Director, Real Estate Services of JEA, a body politic and corporate, on behalf of the JEA. He is __ personally known to me, or produced _____ as identification.

Notary Public, State of Florida

[seal]

6. The rights granted to County under the terms of this Agreement are personal to County, and neither this Agreement nor the rights herein granted may be transferred or assigned by County. Subject to the foregoing limitation, the benefits of this Agreement and burdens of this Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto.

7. This Agreement may be executed in several counterparts, all of which taken together will constitute a single agreement although both parties may not have executed the same counterpart. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as the date first above written.

JEA,
a body politic and corporate

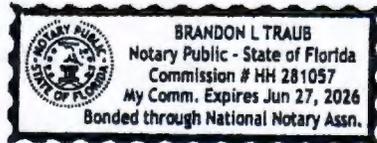
By: Michael Corbitt
Michael Corbitt
Director, Real Estate Services

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence this 26th day of Oct, 2022, by Michael Corbitt, as the Director, Real Estate Services of JEA, a body politic and corporate, on behalf of the JEA. He is personally known to me, or produced _____ as identification.

[Signature]
Notary Public, State of Florida

[seal]



Board of County Commissioners of Nassau County, Florida,
a political subdivision of the State of Florida,

By: Jeff Gray
Print: Jeff Gray
Its: Chairman

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of physical presence this 26th day of September, 2022, by Jeff Gray, as the Chairman of the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, on behalf of the board. He/She is personally known to me, or produced _____ as identification.

[seal]



HEATHER NAZWORTH
Notary Public, State of Florida
My Comm. Expires December 28, 2025
Commission No. HH 212240

Heather Nazworth
Notary Public, State of Florida

Exhibit "A"

TOGETHER WITH:

A PORTION OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF YULEE WOODS SECTION THREE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGES 230 AND 240, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 12 DEGREES 48 MINUTES 30 SECONDS WEST, 48.14 FEET; THENCE NORTH 15 DEGREES 34 MINUTES 30 SECONDS EAST, 800.3078 FEET; THENCE SOUTH 84 DEGREES 01 MINUTES 30 SECONDS EAST, 44.0771 FEET; THENCE NORTH 25 DEGREES 58 MINUTES 10 SECONDS EAST, 588.8984 FEET; THENCE NORTH 84 DEGREES 01 MINUTES 30 SECONDS WEST, 384.8988 FEET; THENCE SOUTH 23 DEGREES 58 MINUTES 10 SECONDS WEST, 888.8984 FEET; THENCE NORTH 84 DEGREES 03 MINUTES 38 SECONDS WEST, 25.00 FEET; THENCE NORTH 23 DEGREES 41 MINUTES 58 SECONDS EAST 184.47 FEET; THENCE NORTH 21 DEGREES 59 MINUTES 38 SECONDS EAST, 185.08 FEET; THENCE NORTH 15 DEGREES 44 MINUTES 15 SECONDS EAST 32.56 FEET; THENCE NORTH 18 DEGREES 34 MINUTES 37 SECONDS EAST, 38.52 FEET; THENCE NORTH 25 DEGREES 39 MINUTES 13 SECONDS EAST, 57.00 FEET; THENCE NORTH 03 DEGREES 53 MINUTES 36 SECONDS EAST, 54.17 FEET; THENCE NORTH 40 DEGREES 55 MINUTES 53 SECONDS EAST, 25.83 FEET; THENCE NORTH 37 DEGREES 08 MINUTES 53 SECONDS EAST, 28.81 FEET; THENCE NORTH 40 DEGREES 18 MINUTES 23 SECONDS EAST, 42.81 FEET; THENCE NORTH 23 DEGREES 24 MINUTES 34 SECONDS EAST, 42.17 FEET; THENCE NORTH 23 DEGREES 17 MINUTES 52 SECONDS EAST, 54.44 FEET; THENCE NORTH 20 DEGREES 12 MINUTES 02 SECONDS EAST, 57.34 FEET; THENCE NORTH 04 DEGREES 58 MINUTES 32 SECONDS EAST, 58.80 FEET; THENCE NORTH 08 DEGREES 38 MINUTES 57 SECONDS EAST, 58.87 FEET; THENCE NORTH 31 DEGREES 28 MINUTES 29 SECONDS EAST, 58.88 FEET; THENCE NORTH 18 DEGREES 41 MINUTES 45 SECONDS EAST, 47.27 FEET; THENCE NORTH 12 DEGREES 38 MINUTES 58 SECONDS WEST, 55.22 FEET; THENCE NORTH 15 DEGREES 04 MINUTES 20 SECONDS EAST, 37.34 FEET; THENCE NORTH 32 DEGREES 59 MINUTES 07 SECONDS WEST, 37.39 FEET; THENCE NORTH 13 DEGREES 23 MINUTES 40 SECONDS WEST, 31.30 FEET; THENCE NORTH 28 DEGREES 38 MINUTES 08 SECONDS WEST, 38.03 FEET; THENCE NORTH 28 DEGREES 47 MINUTES 55 SECONDS EAST, 83.18 FEET; THENCE NORTH 23 DEGREES 58 MINUTES 21 SECONDS EAST, 54.23 FEET; THENCE NORTH 23 DEGREES 03 MINUTES 33 SECONDS EAST, 37.22 FEET; THENCE NORTH 14 DEGREES 57 MINUTES 53 SECONDS EAST, 60.88 FEET; THENCE NORTH 29 DEGREES 13 MINUTES 48 SECONDS EAST, 73.00 FEET; THENCE NORTH 33 DEGREES 15 MINUTES 27 SECONDS EAST, 71.18 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 34 SECONDS EAST, 39.20 FEET; THENCE NORTH 81 DEGREES 23 MINUTES 11 SECONDS EAST, 81.82 FEET; THENCE NORTH 58 DEGREES 22 MINUTES 48 SECONDS EAST, 50.34 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 39 SECONDS EAST, 56.04 FEET; THENCE NORTH 70 DEGREES 01 MINUTES 48 SECONDS EAST, 80.17 FEET; THENCE NORTH 83 DEGREES 31 MINUTES 28 SECONDS EAST, 78.08 FEET; THENCE NORTH 82 DEGREES 32 MINUTES 58 SECONDS EAST, 81.85 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 05 SECONDS EAST, 79.31 FEET; THENCE SOUTH 88 DEGREES 02 MINUTES 41 SECONDS EAST, 58.89 FEET; THENCE NORTH 25 DEGREES 25 MINUTES 29 SECONDS EAST, 27.78 FEET; THENCE NORTH 80 DEGREES 41 MINUTES 15 SECONDS EAST, 80.27 FEET; THENCE SOUTH 45 DEGREES 27 MINUTES 59 SECONDS EAST, 38.88 FEET; THENCE SOUTH 85 DEGREES 08 MINUTES 48 SECONDS EAST, 64.94 FEET; THENCE SOUTH 48 DEGREES 48 MINUTES 51 SECONDS EAST, 62.15 FEET; THENCE SOUTH 29 DEGREES 13 MINUTES 39 SECONDS EAST, 45.88 FEET; THENCE SOUTH 31 DEGREES 53 MINUTES 03 SECONDS EAST, 46.53 FEET; THENCE SOUTH 21 DEGREES 18 MINUTES 24 SECONDS EAST, 45.54 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 22 SECONDS EAST, 53.23 FEET; THENCE SOUTH 50 DEGREES 50 MINUTES 32 SECONDS EAST, 55.90 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 43 SECONDS EAST, 47.01 FEET; THENCE SOUTH 47 DEGREES 40 MINUTES 07 SECONDS EAST, 54.41 FEET; THENCE SOUTH 19 DEGREES 08 MINUTES 39 SECONDS EAST, 45.88 FEET; THENCE SOUTH 43 DEGREES 07 MINUTES 48 SECONDS EAST, 32.08 FEET; THENCE SOUTH 44 DEGREES 04 MINUTES 05 SECONDS EAST, 38.12 FEET; THENCE SOUTH 54 DEGREES 07 MINUTES 42 SECONDS EAST, 51.88 FEET; THENCE SOUTH 14 DEGREES 52 MINUTES 38 SECONDS EAST, 40.72 FEET; THENCE SOUTH 34 DEGREES 12 MINUTES 50 SECONDS EAST, 78.97 FEET; THENCE SOUTH 21 DEGREES 07 MINUTES 12 SECONDS EAST, 34.37 FEET; THENCE SOUTH 38 DEGREES 11 MINUTES 34 SECONDS WEST, 88.25 FEET; THENCE SOUTH 48 DEGREES 25 MINUTES 50 SECONDS EAST, 48.01 FEET; THENCE SOUTH 31 DEGREES 33 MINUTES 14 SECONDS EAST, 48.85 FEET; THENCE SOUTH 04 DEGREES 48 MINUTES 18 SECONDS WEST, 39.85 FEET; THENCE SOUTH 25 DEGREES 58 MINUTES 40 SECONDS EAST, 34.93 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 57 SECONDS EAST, 55.90 FEET; THENCE SOUTH 07 DEGREES 59 MINUTES 25 SECONDS EAST, 72.25 FEET; THENCE SOUTH 19 DEGREES 05 MINUTES 38 SECONDS EAST, 27.17 FEET; THENCE SOUTH 38 DEGREES 49 MINUTES 48 SECONDS EAST, 52.33 FEET; THENCE NORTH 80 DEGREES 58 MINUTES 08 SECONDS EAST, 25.00 FEET; THENCE SOUTH 58 DEGREES 52 MINUTES 21 SECONDS EAST, 40.97 FEET; THENCE SOUTH 28 DEGREES 09 MINUTES 37 SECONDS WEST, 59.55 FEET; THENCE SOUTH 08 DEGREES 37 MINUTES 34 SECONDS WEST, 38.77 FEET; THENCE SOUTH 24 DEGREES 08 MINUTES 87 SECONDS WEST, 13.00 FEET; THENCE SOUTH 10 DEGREES 17 MINUTES 50 SECONDS WEST, 81.00 FEET; THENCE SOUTH 27 DEGREES 28 MINUTES 24 SECONDS WEST, 36.25 FEET; THENCE SOUTH 08 DEGREES 45 MINUTES 11 SECONDS EAST, 28.43 FEET; THENCE SOUTH 18 DEGREES 12 MINUTES 05 SECONDS EAST, 45.54 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 13 SECONDS WEST, 52.24 FEET; THENCE SOUTH 03 DEGREES 01 MINUTES 48 SECONDS WEST, 22.00 FEET; THENCE SOUTH 49 DEGREES 40 MINUTES 00 SECONDS EAST, 28.40 FEET; THENCE SOUTH 79 DEGREES 28 MINUTES 29 SECONDS EAST, 38.33 FEET; THENCE SOUTH 29 DEGREES 24 MINUTES 48 SECONDS EAST, 83.80 FEET; THENCE NORTH 89 DEGREES 03 MINUTES 01 SECONDS EAST, 80.07 FEET; THENCE NORTH 78 DEGREES 35 MINUTES 27 SECONDS EAST, 30.88 FEET; THENCE NORTH 50 DEGREES 08 MINUTES 02 SECONDS EAST, 34.04 FEET; THENCE NORTH 44 DEGREES 39 MINUTES 44 SECONDS EAST, 42.00 FEET; THENCE SOUTH 81 DEGREES 38 MINUTES 54 SECONDS EAST, 56.82 FEET; THENCE SOUTH 40 DEGREES 36 MINUTES 58 SECONDS EAST, 23.89 FEET; THENCE SOUTH 09 DEGREES 07 MINUTES 29 SECONDS EAST, 24.00 FEET; THENCE SOUTH 32 DEGREES 31 MINUTES 03 SECONDS EAST, 51.87 FEET; THENCE SOUTH 50 DEGREES 30 MINUTES 40 SECONDS EAST, 42.09 FEET; THENCE NORTH 48 DEGREES 25 MINUTES 23 SECONDS EAST, 53.74 FEET; THENCE NORTH 43 DEGREES 41 MINUTES 24 SECONDS EAST, 42.22 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 29 SECONDS EAST, 240.35 FEET; TO A POINT ON THE NORTH LINE OF SAID YULEE WOODS SECTION THREE, THENCE SOUTH 62 DEGREES 57 MINUTES 31 SECONDS WEST, ALONG SAID NORTH LINE 2,437.26 FEET TO THE POINT OF BEGINNING.