

HOLD HARMLESS INDEMNIFICATION AGREEMENT

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby executes in favor of Nassau County, Florida, its officers, employees, and agents, this Hold Harmless Indemnification Agreement.

WITNESSETH:

WHEREAS, the undersigned owns property that is within a Family Hardship Development approved on _____; and

WHEREAS, the undersigned is seeking and has applied for a Family Hardship Development and more particularly described on the attached Exhibit "A"; and

WHEREAS, Owner's property abuts a private sixty foot (60') easement; and

WHEREAS, pursuant to Section 3.1.6 of Ordinance No. 99-18, as amended, each landowner within a Family Hardship Development must execute a Hold Harmless Indemnification Agreement with the County acknowledging certain conditions related thereto.

NOW, THEREFORE, the undersigned agrees as follows:

1. I/we, (print name) Gerald & Deborah McFall, own property described in Exhibit "A" and I understand the property is part of a Family Hardship Development as set forth in Section 3.1.6 of Ordinance No. 99-18, as amended.
2. I/we, understand that the access road is private and was not constructed by the County and is not a County maintained road and will not be a County maintained road. Access to my/our parcel is strictly a private legal matter between me and the party that conveyed the lot or parcel and Nassau County will not assert any opinion as to the legal validity, usability or access to said parcel.
3. I/we understand and agree that the access road to my parcel must be maintained by myself and the other property owners within the Family Hardship Development.
4. I/we hereby agree that I/we shall indemnify, defend and hold harmless Nassau County, Florida, its officers, employees and agents in both their official and individual capacity, from any and all liability, claims, legal causes of action, losses, damages, expense including attorney's fees and litigation costs, resulting from or arising out of the lack of access for emergency services, police protection or other public services to said parcel, including delivery vehicles, trash pick-up or similar vehicles.
5. I/we further understand and agree that Nassau County or any employee, agent, department head, official (elected or appointed) has not represented nor can guarantee that emergency service vehicles, delivery vehicles, postal vehicles, trash vehicles, school buses, etc. can access the sixty foot (60') access road to my property.

6. This Agreement constitutes a covenant running with the land and shall be binding on the Owner, its heirs, successors and assigns.

IN WITNESS THEREOF, the undersigned hereby sets his/her hand this 16 day of JANUARY, 2020.

Witnesses:

Teresa Thompson
Teresa Thompson
Printed Name of Witness

Carlin Hygema
Carlin Hygema
Printed Name of Witness

Witnesses:

Deann Gallant
Deann Gallant
Printed Name of Witness

Jessie L. Riddle
Jessie L. Riddle
Printed Name of Witness

OWNER:

Gerald A McFall Jr
Printed name: Gerald A McFall Jr

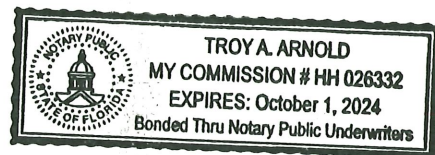
OWNER:

Deborah J McFall
Printed Name: Deborah J. McFall

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 16 day of JANUARY, 2020 by Gerald McFall Jr and Deborah McFall, who are personally known to me or who have produced FDL as identification and who did take an oath.

[Signature]
Notary Public
State of Florida at Large
My Commission expires: _____



HOLD HARMLESS AGREEMENT AND AFFIDAVIT

The undersigned in consideration of the conditions and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby executes this Hold Harmless Agreement and Affidavit.

WITNESSETH:

WHEREAS, the undersigned is seeking and has applied for a building permit for property accessed by a private sixty foot easement, known as _____ Wildlife Way _____, and which may be used for the construction, location or erection of any single family structure including a mobile home, and the sixty foot (60') easement known as _____ Wildlife Way _____, pursuant to Section 28.03 of Ordinance No. 2017-03, as amended; and

WHEREAS, owner's property abuts the private sixty foot easement known as _ Wildlife Way _ and the property is accessed by that easement.

WHEREAS, pursuant to Section 28.03 of Ordinance No. 2017-03, as amended, each landowner whose property is accessed by the easement must execute a Hold Harmless Agreement and Affidavit with the County acknowledging certain conditions related thereto.

NOW, THEREFORE, the undersigned agrees as follows:

1. I/we (print name) Isaiah A. McFall & Alyson N. McFall, own property as set forth on Exhibit "A", attached hereto.
2. The private easement by which I access my property is a minimum of sixty (60) feet and does not serve more than five (5) lots.

OR

The private easement by which I access my property is a minimum of sixty (60) feet and does serve more than five (5) lots.

IM - AM
Initials

3. I/we understand and agree that ____ Wildlife Way ____ is a private easement and was not constructed by the County and has never been accepted by Nassau County, and is not a County approved nor a County maintained road.
4. I/we understand and agree that the County cannot and does not take a position on the issue of whether we have a legal right to access our property and further that any such question or issue is a private matter between and amongst us, adjacent or nearby property owners and or guests or invitees. We further understand that the County will not, for us or for our legal successors in interest, accept any liability if we are unable to access our property.
5. I/we understand and agree that the responsibility of maintenance of the easement rests with myself/us and the property owners whose lots or parcels are accessed by the private sixty (60) foot easement known as ____ Wildlife Way ____.
6. The term "maintenance" shall include, but not be limited to, repairing the road surface, clearing obstructions, grading or scraping the road as necessary, cleaning or recutting ditches as necessary, trimming brush along the roadside, unplugging or opening culverts or drainpipes, and performing any and all necessary work required to maintain the road in a condition that will allow for reasonable and safe access of vehicles.
7. My property is not in a platted subdivision, and the County cannot make any assertions as to the adequacy of drainage and there is no approved stormwater management plan.
8. I/we understand and agree that I/we hereby indemnify, defend and hold harmless Nassau County, Florida, its officers, employees and agents in both their official and individual capacity, from any and all liability, claims, damages, expense including attorney's fees and litigation costs, resulting from or arising out of the lack of access for emergency services, police protection or other public services to said parcel, including delivery vehicles, school buses, trash pick-up or similar vehicles.
9. I/we further understand and agree that Nassau County or any employee, agent, department head, official (elected or appointed) has not represented nor can guarantee that emergency service vehicles, delivery vehicles, postal vehicles, trash vehicles, school buses, etc. can access the sixty foot access road to my property.

EM - AM
Initials

10. This Agreement constitutes a covenant running with the land and shall be binding on the Owners, its heirs, successors and assigns and shall be recorded prior to the issuance of a building permit.

11. I understand each paragraph of this Hold Harmless Agreement and Affidavit and have had the opportunity to consult with counsel prior to execution of this Hold Harmless Agreement and Affidavit to have any and all questions answered.

12. Under penalties of perjury, I declare the above statements to be true to the best of my knowledge and belief.

13. The Hold Harmless Agreement and Affidavit shall be recorded prior to the issuance of a building permit.

IN WITNESS THEREOF, the undersigned hereby sets his/her hand this 9th day of April, 2021.

Witnesses:

Laura D. Thompson

Witness Signature

Teresa D. Thompson

Printed Name of Witness

Joy Kemp

Witness Signature

Joy Kemp

Printed Name of Witness

Witnesses:

Olivia McFarlane

Witness Signature

Olivia McFarlane

Printed Name of Witness

Larry Collins

Witness Signature

Larry Collins

Printed Name of Witness

EM - AM

Initials

Property Owner

Isaiah A. McFall & Alyson N. McFall

Property Owner Signature

Isaiah A. McFall & Alyson N. McFall

Printed Name of Property Owner

Property Owner

Alyson McFall

Property Owner Signature

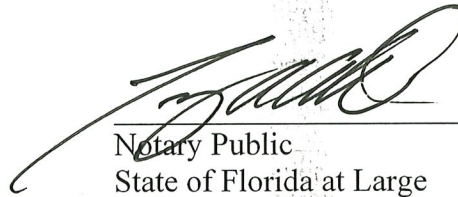
Alyson McFall

Printed Name of Property Owner

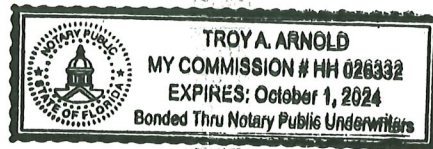
STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 9th day of April, 2021 by Isiah McFall and Alyson McFall, who are personally known to be or who have produced Known as identification and who did take an oath.

70



Notary Public
State of Florida at Large
My Commission expires: _____



CF CF

Initials

HOLD HARMLESS AGREEMENT AND AFFIDAVIT

The undersigned in consideration of the conditions and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby executes this Hold Harmless Agreement and Affidavit.

WITNESSETH:

WHEREAS, the undersigned is seeking and has applied for a building permit for property accessed by a private sixty foot easement, known as _____ Wildlife Way _____, and which may be used for the construction, location or erection of any single family structure including a mobile home, and the sixty foot (60') easement known as _____ Wildlife Way _____, pursuant to Section 28.03 of Ordinance No. 2017-03, as amended; and

WHEREAS, owner's property abuts the private sixty foot easement known as _ Wildlife Way _ and the property is accessed by that easement.

WHEREAS, pursuant to Section 28.03 of Ordinance No. 2017-03, as amended, each landowner whose property is accessed by the easement must execute a Hold Harmless Agreement and Affidavit with the County acknowledging certain conditions related thereto.

NOW, THEREFORE, the undersigned agrees as follows:

1. I/we (print name) Chelsea R Fovraker & Chanton Fovraker, own property as set forth on Exhibit "A", attached hereto.
2. The private easement by which I access my property is a minimum of sixty (60) feet and does not serve more than five (5) lots.

OR

The private easement by which I access my property is a minimum of sixty (60) feet and does serve more than five (5) lots.

CF CF
Initials

3. I/we understand and agree that ____ Wildlife Way ____ is a private easement and was not constructed by the County and has never been accepted by Nassau County, and is not a County approved nor a County maintained road.
4. I/we understand and agree that the County cannot and does not take a position on the issue of whether we have a legal right to access our property and further that any such question or issue is a private matter between and amongst us, adjacent or nearby property owners and or guests or invitees. We further understand that the County will not, for us or for our legal successors in interest, accept any liability if we are unable to access our property.
5. I/we understand and agree that the responsibility of maintenance of the easement rests with myself/us and the property owners whose lots or parcels are accessed by the private sixty (60) foot easement known as ____ Wildlife Way ____.
6. The term "maintenance" shall include, but not be limited to, repairing the road surface, clearing obstructions, grading or scraping the road as necessary, cleaning or recutting ditches as necessary, trimming brush along the roadside, unplugging or opening culverts or drainpipes, and performing any and all necessary work required to maintain the road in a condition that will allow for reasonable and safe access of vehicles.
7. My property is not in a platted subdivision, and the County cannot make any assertions as to the adequacy of drainage and there is no approved stormwater management plan.
8. I/we understand and agree that I/we hereby indemnify, defend and hold harmless Nassau County, Florida, its officers, employees and agents in both their official and individual capacity, from any and all liability, claims, damages, expense including attorney's fees and litigation costs, resulting from or arising out of the lack of access for emergency services, police protection or other public services to said parcel, including delivery vehicles, school buses, trash pick-up or similar vehicles.
9. I/we further understand and agree that Nassau County or any employee, agent, department head, official (elected or appointed) has not represented nor can guarantee that emergency service vehicles, delivery vehicles, postal vehicles, trash vehicles, school buses, etc. can access the sixty foot access road to my property.

CF CF

Initials

10. This Agreement constitutes a covenant running with the land and shall be binding on the Owners, its heirs, successors and assigns and shall be recorded prior to the issuance of a building permit.

11. I understand each paragraph of this Hold Harmless Agreement and Affidavit and have had the opportunity to consult with counsel prior to execution of this Hold Harmless Agreement and Affidavit to have any and all questions answered.

12. Under penalties of perjury, I declare the above statements to be true to the best of my knowledge and belief.

13. The Hold Harmless Agreement and Affidavit shall be recorded prior to the issuance of a building permit.

IN WITNESS THEREOF, the undersigned hereby sets his/her hand this 24th day of April, 2021.

Witnesses:

Teresa D. Thompson

Witness Signature

Teresa D. Thompson

Printed Name of Witness

Joy Kemp

Witness Signature

Joy Kemp

Printed Name of Witness

Witnesses:

Olivia McFarlane

Witness Signature

Olivia McFarlane

Printed Name of Witness

Larry Collins

Witness Signature

Larry Collins

Printed Name of Witness

CF CF

Initials

Property Owner

Chelsea Fouraker

Property Owner Signature

Chelsea Fouraker

Printed Name of Property Owner

Property Owner

Clinton Fouraker

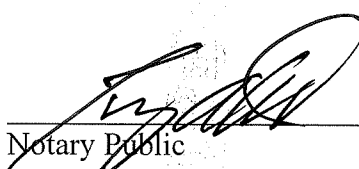
Property Owner Signature

Clinton Fouraker

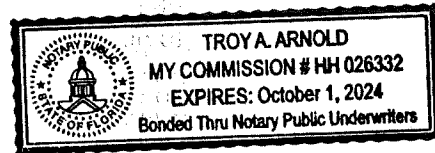
Printed Name of Property Owner

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 9th day of April, 2021 by Chelsea Fouraker and Clinton Fouraker, who are personally known to be or who have produced Known Person as identification and who did take an oath.



Notary Public
State of Florida at Large
My Commission expires: _____



IM - AM
Initials