

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 Board of County Commissioners, 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 attached as Exhibit B; and

WHEREAS, pursuant to Chapter 29, Section 29-3(2), of the Nassau County Code of Ordinances, 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. We, Sylvester Pickett, Jr. and Julie Pickett, own property described in Exhibit "A" and I understand the property is part of a Family Hardship Development as set forth in Chapter 29, Section 29-3(2), of the Nassau County Code of Ordinances, as amended.
2. 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. 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. We hereby agree that I/we shall indemnify, defend and hold harmless Nassau County, Florida, its Board of County Commissioners, 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. 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 15 day of November, 2023.

Witnesses:

JB
Josh Bernard
Printed Name of Witness

Sam Bernard
Sam Bernard
Printed Name of Witness

Witnesses:

Courtney Bernard
Courtney Bernard
Printed Name of Witness

Jenny Williams
Jenny Williams
Printed Name of Witness

OWNER:

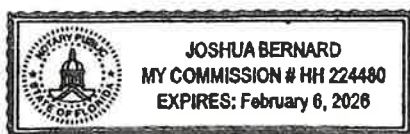
Harry Pickett
Printed name: Harry Pickett

OWNER:

Julie Pickett
Printed Name: Julie Pickett

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of November, 2023 by Harry Pickett & Julie Pickett, who is personally known to me or has produced _____ as identification.



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

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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 attached as Exhibit B; and

WHEREAS, pursuant to Chapter 29, Section 29-3(2), of the Nassau County Code of Ordinances, 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. We, Jade Janney and Austin Janney, own property described in Exhibit "A" and I understand the property is part of a Family Hardship Development as set forth in Chapter 29, Section 29-3(2), of the Nassau County Code of Ordinances, as amended.
2. 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. 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. We hereby agree that I/we shall indemnify, defend and hold harmless Nassau County, Florida, its Board of County Commissioners, 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. 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 29 day of DECEMBER, 2023.

Witnesses:

Jenny Williams
Witness 1 Signature

Jenny Williams
Witness 1 - Printed Name

JB
Witness 2 Signature

JOSH BERNARD
Witness 2 - Printed Name

OWNER:

Austin Janney
Owner Signature

Austin Janney
Owner - Printed Name

Jade Janney
Owner Signature

Jade Janney
Owner - Printed Name

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was sworn to (or affirmed), subscribed, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of DECEMBER, 2023, by Jade Janney and Austin Janney who are personally known to me or has produced _____ as identification.

JB
Notary Signature

JOSH BERNARD
Name (Printed or Typed)

