

## **HOLD HARMLESS AGREEMENT**

The undersigned in consideration of the conditions 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 Agreement.

### **WITNESSETH:**

**WHEREAS**, the undersigned is seeking and has applied for a building permit for property accessed by a private sixty foot easement, and which may be used for the construction, location or erection of any single family structure including a mobile home, pursuant to Section 28.03 of Ordinance No. 2017-03, and which is more particularly described on the attached Affidavit; and

**WHEREAS**, owner's property abuts a private sixty foot easement and the property is accessed by that easement and it does not serve more than five lots; and

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

**NOW, THEREFORE**, the undersigned agrees as follows:

1. I/we (print name) \_\_\_\_\_, own property as set forth on the attached Affidavit.
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.
3. I/we understand and agree that the easement is private and was not constructed by the County and is not a County maintained road and will not be a County maintained road or maintained by the County.
4. 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 access by the private sixty (60) foot easement.

5. I/we understand and 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, 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.
6. 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.
7. 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.
8. I understand each paragraph of this Hold Harmless Agreement and have had time to have any and all questions answered.
9. I/we executed the attached Affidavit (attached hereto as Exhibit "A")
10. The Hold Harmless Agreement shall be recorded prior to the issuance of a building permit.

**IN WITNESS THEREOF**, the undersigned hereby sets his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Witnesses:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Printed Name of Property Owner:

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

(Signatures continue on the next page)

Witnesses:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Printed Name of Property Owner:

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ and \_\_\_\_\_, who are personally known to be or who have produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission expires: \_\_\_\_\_

AFFIDAVIT

I/WE, THE UNDERSIGNED AFFIANT(S), DO HEREBY UNDER OATH ACKNOWLEDGE AND AGREE THAT:

1. I have received a copy of Nassau County Ordinance No. 2017-03. Any questions that I have or had have been answered.
2. I/we applied for a building permit for a lot or parcel not classified as a Minor Development or Rural Subdivision.
3. My lot/parcel was established prior to January 23, 2107. Legal description attached hereto as Exhibit "A". Document attached as Exhibit "B" indicating establishment prior to January 23, 2017.
4. My property fronts on a private sixty (60) foot easement, known as \_\_\_\_\_, and was named by the Property Appraiser prior to January 23, 2017.
5. The private easement is a minimum of sixty (60) feet and does not serve more than five (5) lots.
6. The sixty (60) foot easement has not been constructed by the County but meets County standards (including drainage) pursuant to Ordinance No. 99-17, as amended, specifically Article 11 and has been approved by the Director of Public Works or his designee (Attached as Exhibit "C")
7. The responsibility for maintenance of the easement rests with myself/us and the property owners whose lots or parcels are accessed by the private easement.
8. Nassau County does not nor will not maintain the easement, and does not guarantee access by emergency vehicles, school buses or other delivery vehicles and service vehicles.
9. 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 standard passenger vehicles.
10. 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.

This Affidavit shall be recorded prior to the issuance of a building permit.

Dated \_\_\_\_\_.

Witnesses:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Printed Name of Property Owner:

(Signatures continue on the next page)

Initials \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

Witnesses:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Printed Name of Property Owner:

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ and \_\_\_\_\_, who are personally known to be or who have produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission expires: \_\_\_\_\_

Initials \_\_\_\_\_

Prepared by Karen Woerner  
an employee of  
Rels Settlement Services  
5700 Smetana Drive, Suite 400  
Minnetonka, Minnesota 55343  
877-813-7316  
Fax #1021566  
File #0003395729B

Return to:  
Rels Title  
1591 Hayley Lane, Suite 101  
Fort Myers, FL 33907

**SPECIAL WARRANTY DEED**

State of Florida

County of Nassau

**THIS SPECIAL WARRANTY DEED** is made this Jan 18, 2011, between Wells Fargo Bank, N.A. having a business address at: 8480 Stagecoach Circle, Frederick, MD 21701 ("Grantor"), and Cynthia Rae Fridley and Joseph Alan Fridley, a husband and wife having a mailing address of: 1653 Londonderry Rd Jacksonville FL 32210 ("Grantee"),

**WITNESSETH**, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed and confirmed unto said "Grantee", its successors and assigns forever, the following described land, situate, lying and being in the County of Nassau, State of Florida, to-wit:

A PORTION OF SECTION 9, TOWNSHIP 1 NORTH, RANGE 25 EAST, NASSAU COUNTY, FLORIDA, BEING ALSO A PORTION OF THE LANDS DESCRIBED IN DEED RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY, IN OFFICIAL RECORDS BOOK 63, PAGE 587, AND SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A POINT WHERE THE EASTERLY LINE OF SECTION 9 AFORESAID INTERSECTS WITH THE NORTHERLY LINE OF SECTION 37, TOWNSHIP AND RANGE AFOREMENTIONED; THENCE NORTH 00° 50' 20" WEST ALONG THE EASTERLY LINE OF SAID SECTION 9, A DISTANCE OF 1408.28 FEET; THENCE SOUTH 87° 59' 05" WEST, A DISTANCE OF 540.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87° 54' 44" WEST, A DISTANCE OF 764.82 FEET TO THE EAST LINE OF THE LANDS NOW OR FORMERLY DESCRIBED IN OFFICIAL RECORDS BOOK 763, PAGE 1752; THENCE ALONG AFOREMENTIONED EAST LINE, NORTH 02° 05' 46" WEST, A DISTANCE OF 711.25 FEET; THENCE NORTH 88° 03' 02" EAST A DISTANCE OF 63.03 FEET TO THE WESTERLY LINE OF A 33 FOOT AT&T EASEMENT RECORDED IN DEED BOOK 161, PAGE 108; THENCE ALONG AFOREMENTIONED WEST LINE, SOUTH 47° 54' 10"

EAST, A DISTANCE OF 917.36 FEET TO A CHANGE IN DIRECTION IN AFOREMENTIONED WEST LINE; THENCE SOUTH 32° 31' 19" EAST, A DISTANCE OF 84.86 FEET, TO THE POINT OF BEGINNING.  
TOGETHER AND SUBJECT TO AN INGRESS-EGRESS AND UTILITY EASEMENT. FOR A POINT OF REFERENCE COMMENCE AT THE SUBJECT PARCEL POINT OF BEGINNING; THENCE SOUTH 87° 54' 44" WEST, A DISTANCE OF 764.82 FEET TO THE EAST LINE OF THE LANDS NOW OR FORMERLY DESCRIBED IN OFFICIAL RECORDS BOOK 763, PAGE 1752; THENCE ALONG AFOREMENTIONED EAST LINE, NORTH 02° 05' 46" WEST, A DISTANCE OF 711.25 FEET; THENCE NORTH 88° 03' 02" EAST, A DISTANCE OF 63.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88° 03' 02" EAST, A DISTANCE OF 947.19 FEET TO THE WESTERLY RIGHT OF WAY LINE OF US HIGHWAY NO. 1 - STATE ROAD NO. 15, ALSO KNOWN AS DIXIE HIGHWAY; THENCE ALONG AFOREMENTIONED WESTERLY LINE, SOUTH 31° 47' 16" EAST, A DISTANCE OF 69.13 FEET; THENCE DEPARTING AFOREMENTIONED WESTERLY LINE, SOUTH 88° 03' 02" WEST, A DISTANCE OF 919.50 FEET; THENCE NORTH 47° 54' 10" WEST, A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

Commonly known as: US 1, CALLAHAN, FL 32011

Tax Parcel Identification Number: 09-1N-25-0000-0006-0020

**SUBJECT**, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirements imposed by governmental authorities, if any.

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND** Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent to 2011. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Wells Fargo Bank, N.A.

By: [Signature]  
LYNN CORDER  
Vice President Loan Documentation

Signed, sealed and delivered in our presence:

[Signature]  
Witness Signature

MICHAEL McLAUGHLIN  
Print Name

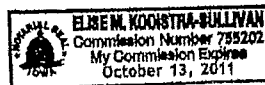
[Signature]  
Witness Signature

China Lam  
Print Name

State of Texas

County of Dallas

The Foregoing Instrument Was Acknowledged before me on Jan 18, 2011, by Lynn Corder the VP of Wells Fargo Bank, N.A. who is/are personally known to me or who has/have produced a valid driver's license as identification.



[Signature]  
NOTARY PUBLIC

Elise M. Kooistra-Sullivan  
Notary Print Name  
My Commission Expires: 10/13/11

