

RESOLUTION NO. 2014- 71

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE FIVE MAINTENANCE AND HOLD HARMLESS AGREEMENTS ASSOCIATED WITH CONSTRUCTION OF PAVERS AND OVERFLOW PARKING SPACES FOR THE PUBLIC IN NOCATEE.

RECITALS

WHEREAS, the Addison Park and Siena Homeowners Association, Inc., the Twenty Mile Village Homeowners Association, Inc., The Island at Twenty Mile Village Homeowners Association, Inc., The Pointe at Twenty Mile Homeowners Association, Inc., and Tolomato Community Development District have presented to the County Maintenance and Hold Harmless Agreements, attached hereto as “Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E” incorporated by reference and made a part hereof, to construct pavers and specified overflow parking for the public in the Town Center Central Residential at Nocatee and the Twenty Mile Village at Nocatee – Phase 1 within the County’s right-of-way, located in St. Johns County, Florida; and

WHEREAS, the County agrees to permit the developer to construct pavers and overflow parking spaces within the County’s right-of-way contingent upon the Homeowners Associations agreeing to indemnify and hold the County harmless from damages and expenses relating to installation, maintenance or construction of the right-of-way improvements; and

WHEREAS, upon completion of the construction of the pavers and overflow parking spaces, the Homeowners Associations shall have the responsibility for their maintenance, repair and replacement; and

WHEREAS, the construction of pavers and overflow parking spaces is a health and safety measure that will eliminate the necessity for hazardous on-street parking, will provide specified parking for visitors, and will improve the appearance of the community.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms of the five Maintenance and Hold Harmless Agreements attached hereto, and authorizes the County Administrator, or designee, to execute said Agreements.

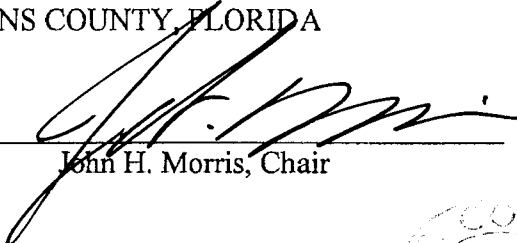
Section 3. To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of Court is instructed to record the original Maintenance and Hold Harmless Agreements in the Official Records Books of St. Johns County, Florida.

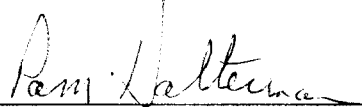
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18 day of March, 2014.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: _____


John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 3/20/14



EXHIBIT "A" TO RESOLUTION

MAINTENANCE AND HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2014, by and between St. Johns County, Florida, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("County"), and Addison Park and Siena Homeowners Association, Inc., whose address is 4314 Pablo Oaks Court, Jacksonville, Florida, 32224 ("Association").

Recitals

WHEREAS, specified parking spaces for overflow parking will be constructed by the developer, at their expense, within the County's right-of-way in the Town Center Central Residential at Nocatee, as shown on attached Exhibit "A," incorporated and made a part hereof, which is required to be located within lands dedicated to the County as rights-of-way within and along Town Center Central Residential at Nocatee located in St. Johns County, Florida, ("County's Right-of-Way"); and

WHEREAS, the County has agreed to allow construction of the overflow parking spaces within the County's Right-of-Way with the understanding Addison Park and Siena Homeowners Association, Inc. agrees to indemnify and hold the County harmless, to the extent permitted by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such installation, maintenance or construction of the Right-of-Way Improvements and certain other conditions; and

WHEREAS, upon completion of the construction of the overflow parking spaces the Addison Park and Siena Homeowners Association, Inc. shall have the responsibility for the maintenance, repair and replacement; and

WHEREAS, if the County determines the parking spaces located within the right-of-way need to be repaired, the Addison Park and Siena Homeowners Association, Inc. will have 60 days from the time of notification to repair the parking space(s). If repair is not completed within said time frame, the County will make the repair and invoice the Association for reimbursement.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the "Association" and the "County" agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Right-of-Way Utilization. The Addison Park and Siena Homeowners Association, Inc. is required to maintain the designated overflow parking spaces for the public,

located within the right-of-way, under the terms and conditions contained herein. The cost of maintenance, repair or replacement of any overflow parking spaces shall be paid by the Addison Park and Siena Homeowners Association, Inc.

Section 3. Indemnification. To the extent permitted by Florida law, the Addison Park and Siena Homeowners Association, Inc., agrees to protect, defend, indemnify and hold the County, its tenants, elected officials, officers, employees and agents, free and unharmed from and against any, and all, third party (including employees of the Addison Park and Siena Homeowners Association, Inc. and its contractors and subcontractors) claims, liability, losses and /or cause of action, which may arise from any negligent act or omission of the Addison Park and Siena Homeowners Association, Inc. staff, employees or agents (including court costs and reasonable attorneys' fees) associated with or connected with the construction or use of the County's right-of-way/overflow parking spaces by the Addison Park and Siena Homeowners Association, Inc.

Section 4. Covenant with Land. This Agreement shall touch and concern the land and shall be a covenant running with the fee interest underlying the overflow parking spaces located on the County's Right-of-Way, whether in existence on the date hereto or constructed in the future.

Section 5. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion or the proscribed application thereof, shall be severable, and the remaining portion of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 6. Governing Law and Venue. This Agreement shall be constructed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 7. Procedure for Achieving Assignment. In light of the scope and rationale for this Agreement, neither the County, nor the Association may assign, transfer and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either County or the Association, assign, transfer or sell any the rights of the Agreement without such prior express written approval of the other party, then such action on the part of either the County or the Association, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 8. Amendments to Agreement. Both the County and the Association acknowledge that this Agreement constitutes the complete agreement and understating of both parties. Both the County and the Association acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the Association.

Section 9. Access to Records. The access to, disclosure, non-disclosure or exemption of records, data, documents and materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

IN WITNESS WHEREOF, the County and the Association have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in our presence as Witnesses:

ST. JOHNS COUNTY, a political
subdivision of the State Florida

(sign) _____
(print) _____

By: _____
Michael D. Wanchick
County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Michael D. Wanchick, as County Administrator of St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in our presence as Witnesses:

Addison Park and Siena Homeowners
Association, Inc.

(sign) _____
(print) _____

By: _____
Its _____

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

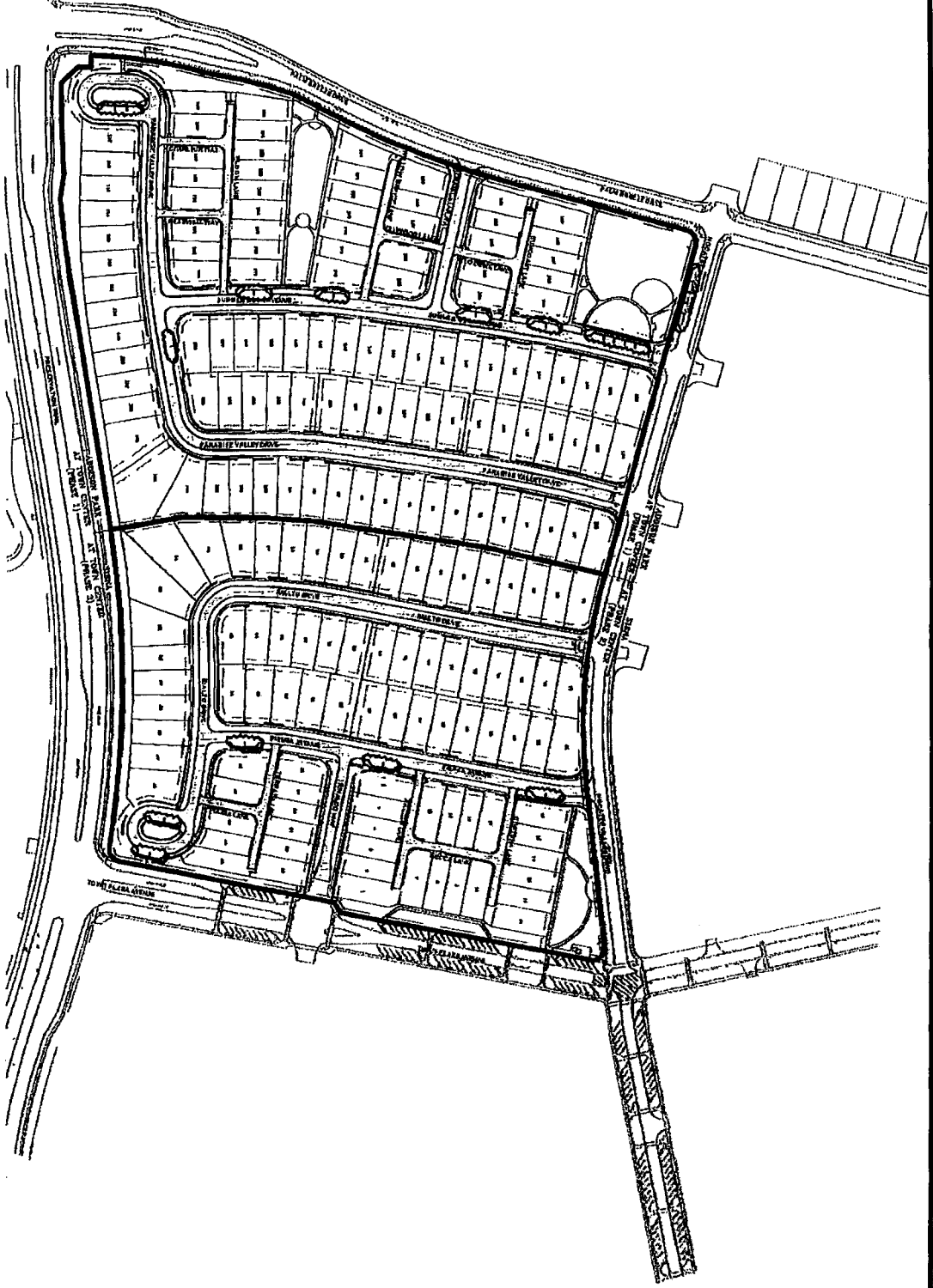
The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ as _____ of Addison Park and Siena Homeowners Association, Inc., who is personally known to me or has produced _____ as identification.

Notary Public

EXHIBIT "A" TO HOLD HARMLESS AGREEMENT

1"=300'

HOLD HARMLESS EXHIBIT
TOWN CENTER CENTRAL RESIDENTIAL
FOR
TC DEVELOPMENT



ETM
VISION • EXPERIENCE • RESULTS

England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, FL 32258
TEL: (904) 642-6990
FAX: (904) 646-6485
CA - 00002584 LC - 00003716

EXHIBIT "B" TO RESOLUTION

MAINTENANCE AND HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2014, by and between St. Johns County, Florida, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("County"), and Twenty Mile Village Homeowners Association, Inc., 4314 Pablo Oaks Court, Jacksonville, FL 32224 ("Association").

Recitals

WHEREAS, specified parking spaces for overflow parking will be constructed by the developer, at their expense, within the County's right-of-way in Twenty Mile Village at Nocatee – Phase I, as shown on attached Exhibit "A," incorporated and made a part hereof, which is required to be located within lands dedicated to the County as rights-of-way within and along Twenty Mile Village at Nocatee – Phase I located in St. Johns County, Florida, ("County's Right-of-Way"); and

WHEREAS, the County has agreed to allow construction of the overflow parking spaces within the County's Right-of-Way with the understanding the Twenty Mile Village Homeowners Association, Inc. agrees to indemnify and hold the County harmless, to the extent permitted by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such installation, maintenance or construction of the Right-of-Way Improvements and certain other conditions; and

WHEREAS, upon completion of the construction of the overflow parking spaces the Twenty Mile Village Homeowners Association, Inc. shall have the responsibility for the maintenance, repair and replacement; and

WHEREAS, if the County determines the parking spaces located within the right-of-way need to be repaired, the Twenty Mile Village Homeowners Association, Inc. will have 60 days from the time of notification to repair the parking space(s). If repair is not completed within said time frame, the County will make the repair and invoice the Association for reimbursement.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the "Association" and the "County" agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Right-of-Way Utilization. The Twenty Mile Village Homeowners Association, Inc. is required to maintain the designated overflow parking spaces for the public, located within the right-of-way, under the terms and conditions contained herein. The cost of

maintenance, repair or replacement of any overflow parking spaces shall be paid by the Twenty Mile Village Homeowners Association, Inc.

Section 3. Indemnification. To the extent permitted by Florida law, the Twenty Mile Village Homeowners Association, Inc., agrees to protect, defend, indemnify and hold the County, its tenants, elected officials, officers, employees and agents, free and unharmed from and against any, and all, third party (including employees of the Twenty Mile Village Homeowners Association, Inc. and its contractors and subcontractors) claims, liability, losses and /or cause of action, which may arise from any negligent act or omission of the Twenty Mile Village Homeowners Association, Inc. staff, employees or agents (including court costs and reasonable attorneys' fees) associated with or connected with the construction or use of the County's right-of-way/overflow parking spaces by the Twenty Mile Village Homeowners Association, Inc.

Section 4. Covenant with Land. This Agreement shall touch and concern the land and shall be a covenant running with the fee interest underlying the overflow parking spaces located on the County's Right-of-Way, whether in existence on the date hereto or constructed in the future.

Section 5. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion or the proscribed application thereof, shall be severable, and the remaining portion of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 6. Governing Law and Venue. This Agreement shall be constructed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 7. Procedure for Achieving Assignment. In light of the scope and rationale for this Agreement, neither the County, nor the Association may assign, transfer and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either County or the Association, assign, transfer or sell any the rights of the Agreement without such prior express written approval of the other party, then such action on the part of either the County or the Association, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 8. Amendments to Agreement. Both the County and the Association acknowledge that this Agreement constitutes the complete agreement and understating of both parties. Both the County and the Association acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the Association.

Section 9. Access to Records. The access to, disclosure, non-disclosure or exemption of records, data, documents and materials associated with this Agreement shall be

subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

IN WITNESS WHEREOF, the County and the Association have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in our presence as Witnesses:

ST. JOHNS COUNTY, a political
subdivision of the State Florida

(sign) _____
(print) _____

By: _____
Michael D. Wanchick
County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Michael D. Wanchick, as County Administrator of St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in our presence as Witnesses:

Twenty Mile Village
Homeowners Association, Inc.

(sign) _____
(print) _____

By: _____
Its _____

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ as _____ of Twenty Mile Village Homeowners Association, Inc., who is personally known to me or has produced _____ as identification.

Notary Public

EXHIBIT "C" TO RESOLUTION

MAINTENANCE AND HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2014, by and between St. Johns County, Florida, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("County"), and The Island at Twenty Mile Homeowners Association, Inc., 4314 Pablo Oaks Court, Jacksonville, FL 32224 ("Association").

Recitals

WHEREAS, brick pavers will be constructed by the developer, at their expense, within the County's right-of-way in Twenty Mile Village at Nocatee – Phase I, as shown on attached Exhibit "A," incorporated and made a part hereof, which is required to be located within lands dedicated to the County as rights-of-way within and along Twenty Mile Village at Nocatee – Phase I located in St. Johns County, Florida, ("County's Right-of-Way"); and

WHEREAS, the County has agreed to allow construction and installation of brick pavers within the County's Right-of-Way with the understanding The Island at Twenty Mile Homeowners Association, Inc. agrees to indemnify and hold the County harmless, to the extent permitted by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such installation, maintenance or construction of the Right-of-Way Improvements and certain other conditions; and

WHEREAS, upon completion of the construction and installation of brick pavers, The Island at Twenty Mile Homeowners Association, Inc. shall have the responsibility for the maintenance, repair and replacement; and

WHEREAS, if the County determines the brick pavers located within the right-of-way need to be repaired or replaced, The Island at Twenty Mile Homeowners Association, Inc. will have 60 days from the time of notification to repair or replace the brick pavers. If repair or replacement is not completed within said time frame, the County will make the repair or replacement and invoice the Association for reimbursement.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the "Association" and the "County" agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Right-of-Way Utilization. The Island at Twenty Mile Homeowners Association, Inc. is required to maintain the brick pavers located within the right-of-way, under

the terms and conditions contained herein. The cost of maintenance, repair or replacement of any brick pavers shall be paid by The Island at Twenty Mile Homeowners Association, Inc.

Section 3. Indemnification. To the extent permitted by Florida law, The Island at Twenty Mile Homeowners Association, Inc., agrees to protect, defend, indemnify and hold the County, its tenants, elected officials, officers, employees and agents, free and unharmed from and against any, and all, third party (including employees of The Island at Twenty Mile Homeowners Association, Inc. and its contractors and subcontractors) claims, liability, losses and /or cause of action, which may arise from any negligent act or omission of The Island at Twenty Mile Homeowners Association, Inc. staff, employees or agents (including court costs and reasonable attorneys' fees) associated with or connected with the construction or use of the County's right-of-way / brick pavers by The Island at Twenty Mile Homeowners Association, Inc.

Section 4. Covenant with Land. This Agreement shall touch and concern the land and shall be a covenant running with the fee interest underlying the brick pavers located on the County's Right-of-Way, whether in existence on the date hereto or constructed in the future.

Section 5. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion or the proscribed application thereof, shall be severable, and the remaining portion of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 6. Governing Law and Venue. This Agreement shall be constructed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 7. Procedure for Achieving Assignment. In light of the scope and rationale for this Agreement, neither the County, nor the Association may assign, transfer and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either County or the Association, assign, transfer or sell any the rights of the Agreement without such prior express written approval of the other party, then such action on the part of either the County or the Association, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 8. Amendments to Agreement. Both the County and the Association acknowledge that this Agreement constitutes the complete agreement and understating of both parties. Both the County and the Association acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the Association.

Section 9. Access to Records. The access to, disclosure, non-disclosure or exemption of records, data, documents and materials associated with this Agreement shall be

subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

IN WITNESS WHEREOF, the County and the Association have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in our presence as Witnesses:

ST. JOHNS COUNTY, a political
subdivision of the State Florida

(sign) _____
(print) _____

By: _____
Michael D. Wanchick
County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Michael D. Wanchick, as County Administrator of St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in our presence as Witnesses:

The Island at Twenty Mile
Homeowners Association, Inc.

(sign) _____
(print) _____

By: _____
Its _____

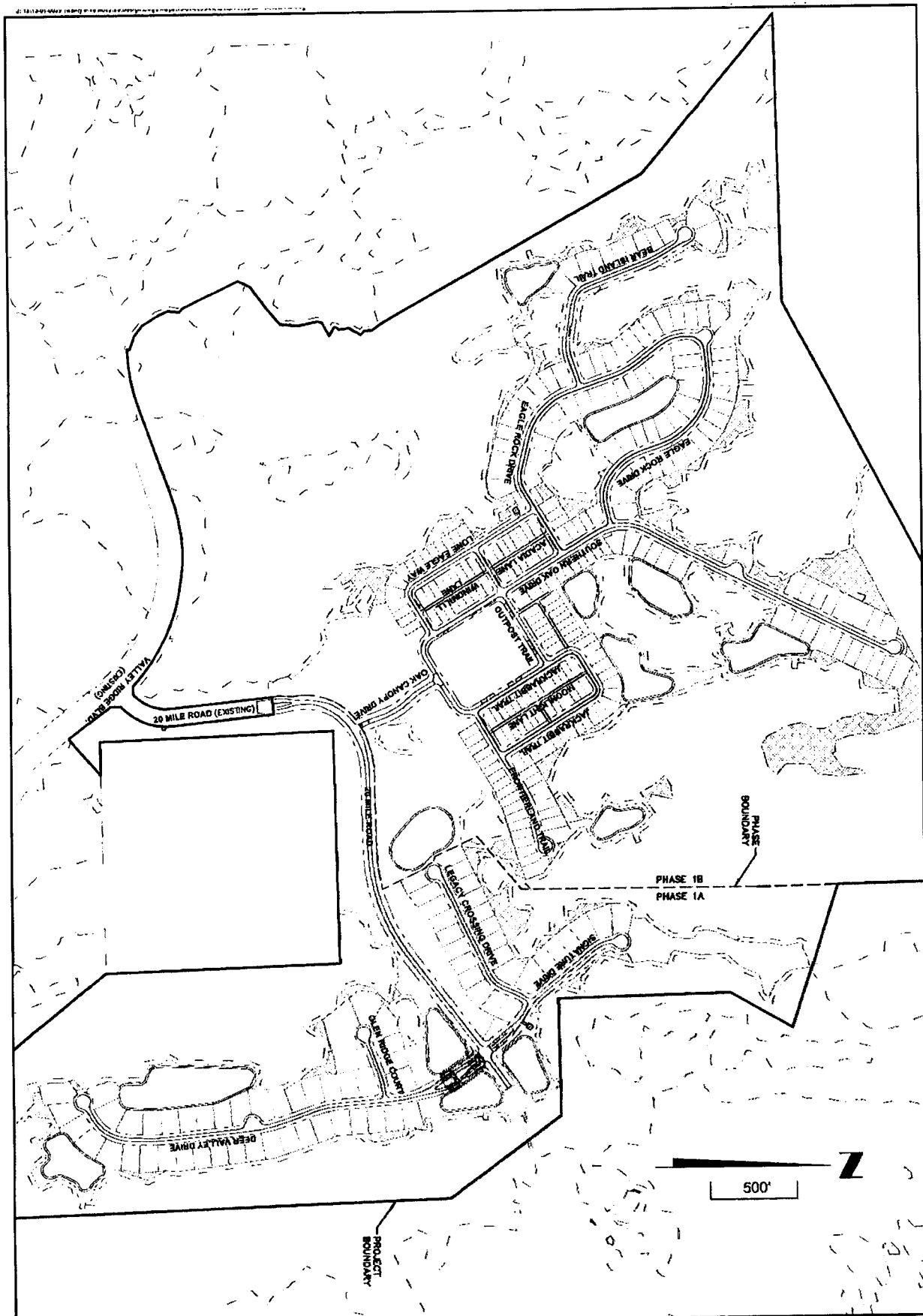
(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ as _____ of The Island at Twenty Mile Homeowners Association, Inc., who is personally known to me or has produced _____ as identification.

Notary Public

EXHIBIT "A" TO HOLD HARMLESS AGREEMENT



Project No.	10000
Client	Hydry Company, LLC
Scale	1" = 50'
Date	10/1/11
Sheet	10F1

TWENTY MILE VILLAGE
AT NOCATEE - PHASE 1
ST. JOHNS COUNTY
PREPARED FOR
HYDRY COMPANY, LLC

HOLD HARMLESS
EXHIBIT
TWENTY MILE ISLAND
HOA

Author	Designer
Checker	Reviewer
Plotter	Printer

Connelly & Wicker Inc.
 Planning - Engineering - Landscape Architecture
 10000 Spruce Lake Drive, Suite 500 Jacksonville, Florida 32246
 (904) 265-3000 FAX: (904) 265-3031 www.conw.com
 C.A. Number: 3663 I.A. Number: LC26000311

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EXHIBIT "D" TO RESOLUTION

MAINTENANCE AND HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2014, by and between St. Johns County, Florida, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("County"), and The Pointe at Twenty Mile Homeowners Association, Inc., 4314 Pablo Oaks Court, Jacksonville, FL 32224 ("Association").

Recitals

WHEREAS, brick pavers will be constructed by the developer, at their expense, within the County's right-of-way in Twenty Mile Village at Nocatee – Phase I, as shown on attached Exhibit "A," incorporated and made a part hereof, which is required to be located within lands dedicated to the County as rights-of-way within and along Twenty Mile Village at Nocatee – Phase I located in St. Johns County, Florida, ("County's Right-of-Way"); and

WHEREAS, the County has agreed to allow construction and installation of brick pavers within the County's Right-of-Way with the understanding The Pointe at Twenty Mile Homeowners Association, Inc. agrees to indemnify and hold the County harmless, to the extent permitted by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such installation, maintenance or construction of the Right-of-Way Improvements and certain other conditions; and

WHEREAS, upon completion of the construction and installation of brick pavers, The Pointe at Twenty Mile Homeowners Association, Inc. shall have the responsibility for the maintenance, repair and replacement; and

WHEREAS, if the County determines the brick pavers located within the right-of-way need to be repaired or replaced, The Pointe at Twenty Mile Homeowners Association, Inc. will have 60 days from the time of notification to repair or replace the brick pavers. If repair or replacement is not completed within said time frame, the County will make the repair or replacement and invoice the Association for reimbursement.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the "Association" and the "County" agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Right-of-Way Utilization. The Pointe at Twenty Mile Homeowners Association, Inc. is required to maintain the brick pavers located within the right-of-way, under

the terms and conditions contained herein. The cost of maintenance, repair or replacement of any brick pavers shall be paid by The Pointe at Twenty Mile Homeowners Association, Inc.

Section 3. Indemnification. To the extent permitted by Florida law, The Pointe at Twenty Mile Homeowners Association, Inc., agrees to protect, defend, indemnify and hold the County, its tenants, elected officials, officers, employees and agents, free and unharmed from and against any, and all, third party (including employees of The Pointe at Twenty Mile Homeowners Association, Inc. and its contractors and subcontractors) claims, liability, losses and /or cause of action, which may arise from any negligent act or omission of The Pointe at Twenty Mile Homeowners Association, Inc. staff, employees or agents (including court costs and reasonable attorneys' fees) associated with or connected with the construction or use of the County's right-of-way/brick pavers by The Pointe at Twenty Mile Homeowners Association, Inc.

Section 4. Covenant with Land. This Agreement shall touch and concern the land and shall be a covenant running with the fee interest underlying the brick pavers located on the County's Right-of-Way, whether in existence on the date hereto or constructed in the future.

Section 5. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion or the proscribed application thereof, shall be severable, and the remaining portion of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 6. Governing Law and Venue. This Agreement shall be constructed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 7. Procedure for Achieving Assignment. In light of the scope and rationale for this Agreement, neither the County, nor the Association may assign, transfer and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either County or the Association, assign, transfer or sell any the rights of the Agreement without such prior express written approval of the other party, then such action on the part of either the County or the Association, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 8. Amendments to Agreement. Both the County and the Association acknowledge that this Agreement constitutes the complete agreement and understating of both parties. Both the County and the Association acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the Association.

Section 9. Access to Records. The access to, disclosure, non-disclosure or exemption of records, data, documents and materials associated with this Agreement shall be

subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

IN WITNESS WHEREOF, the County and the Association have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in our presence as Witnesses:

ST. JOHNS COUNTY, a political
subdivision of the State Florida

(sign) _____
(print) _____

By: _____
Michael D. Wanchick
County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Michael D. Wanchick, as County Administrator of St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in our presence as Witnesses:

The Pointe at Twenty Mile
Homeowners Association, Inc.

(sign) _____
(print) _____

By: _____
Its _____

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ as _____ of The Pointe at Twenty Mile Homeowners Association, Inc., who is personally known to me or has produced _____ as identification.

Notary Public

EXHIBIT "E" TO RESOLUTION

MAINTENANCE AND HOLD HARMLESS AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2014, by and between St. Johns County, Florida, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 ("County"), and Tolomato Community Development District, Chairman Richard Ray, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 ("Association").

Recitals

WHEREAS, specified parking spaces for overflow parking, including brick pavers, will be constructed by the developer, at their expense, within the County's right-of-way in Twenty Mile Village at Nocatee – Phase I, as shown on attached Exhibit "A," incorporated and made a part hereof, which is required to be located within lands dedicated to the County as rights-of-way within and along Twenty Mile Village at Nocatee – Phase I located in St. Johns County, Florida, ("County's Right-of-Way"); and

WHEREAS, the County has agreed to allow construction of the overflow parking spaces and installation of brick pavers within the County's Right-of-Way with the understanding the Tolomato Community Development District agrees to indemnify and hold the County harmless, to the extent permitted by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such installation, maintenance or construction of the Right-of-Way Improvements and certain other conditions; and

WHEREAS, upon completion of the construction of the overflow parking spaces and installation of brick pavers, the Tolomato Community Development District shall have the responsibility for the maintenance, repair and replacement; and

WHEREAS, if the County determines the parking spaces or brick pavers located within the right-of-way need to be repaired or replaced, the Tolomato Community Development District will have 60 days from the time of notification to repair or replace the parking space(s) or brick pavers. If repair or replacement is not completed within said time frame, the County will make the repair or replacement and invoice the Association for reimbursement.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the "Association" and the "County" agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Right-of-Way Utilization. The Tolomato Community Development District is required to maintain the brick pavers and designated overflow parking spaces for the public, located within the right-of-way, under the terms and conditions contained herein. The cost

of maintenance, repair or replacement of any brick pavers or overflow parking spaces shall be paid by the Tolomato Community Development District.

Section 3. Indemnification. To the extent permitted by Florida law, and subject to the limits of liability set forth in Florida Statute Section 768.28, the Tolomato Community Development District, agrees to protect, defend, indemnify and hold the County, its tenants, elected officials, officers, employees and agents, free and unharmed from and against any, and all, third party (including employees of the Tolomato Community Development District and its contractors and subcontractors) claims, liability, losses and /or cause of action, which may arise from any negligent act or omission of the Tolomato Community Development District staff, employees or agents (including court costs and reasonable attorneys' fees) associated with or connected with the construction or use of the County's right-of-way/overflow parking spaces or brick pavers by the Tolomato Community Development District.

Section 4. Covenant with Land. This Agreement shall touch and concern the land and shall be a covenant running with the fee interest underlying the overflow parking spaces or brick pavers located on the County's Right-of-Way, whether in existence on the date hereto or constructed in the future.

Section 5. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion or the proscribed application thereof, shall be severable, and the remaining portion of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 6. Governing Law and Venue. This Agreement shall be constructed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 7. Procedure for Achieving Assignment. In light of the scope and rationale for this Agreement, neither the County, nor the Association may assign, transfer and/or sell any of the rights noted in this Agreement without the express written approval of the other party. Should either County or the Association, assign, transfer or sell any the rights of the Agreement without such prior express written approval of the other party, then such action on the part of either the County or the Association, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 8. Amendments to Agreement. Both the County and the Association acknowledge that this Agreement constitutes the complete agreement and understating of both parties. Both the County and the Association acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the Association.

Section 9. Access to Records. The access to, disclosure, non-disclosure or exemption of records, data, documents and materials associated with this Agreement shall be

subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes).

IN WITNESS WHEREOF, the County and the Association have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in our presence as Witnesses:

ST. JOHNS COUNTY, a political
subdivision of the State Florida

(sign) _____
(print) _____

By: _____
Michael D. Wanchick
County Administrator

(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Michael D. Wanchick, as County Administrator of St. Johns County, Florida, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in our presence as Witnesses:

Tolomato Community
Development District

(sign) _____
(print) _____

By: _____
Its _____

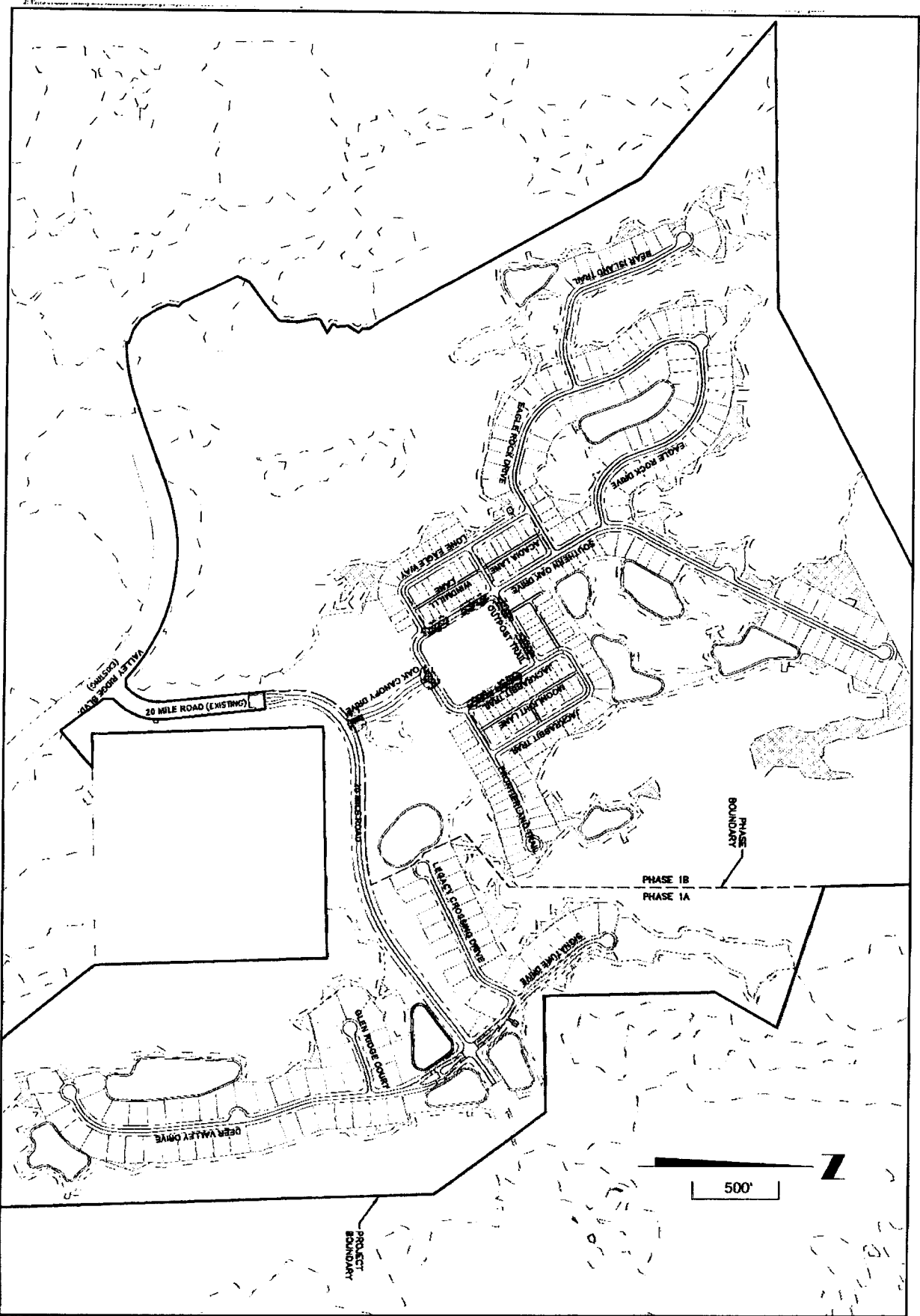
(sign) _____
(print) _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ as _____ of Tolomato Community Development District, who is personally known to me or has produced _____ as identification.

Notary Public

EXHIBIT "A" TO HOLD HARMLESS AGREEMENT



DATE	10/1/11
SCALE	AS SHOWN
PROJECT	TWENTY MILE VILLAGE AT NOCATEE - PHASE 1
CLIENT	HYDRY COMPANY, LLC
DESIGNER	ALVIN ELLERY WILLIAMS, P.E.
PREPARED FOR	HYDRY COMPANY, LLC
DATE	10/1/11
PROJECT	TWENTY MILE VILLAGE AT NOCATEE - PHASE 1
CLIENT	HYDRY COMPANY, LLC
DESIGNER	ALVIN ELLERY WILLIAMS, P.E.
PREPARED FOR	HYDRY COMPANY, LLC
DATE	10/1/11

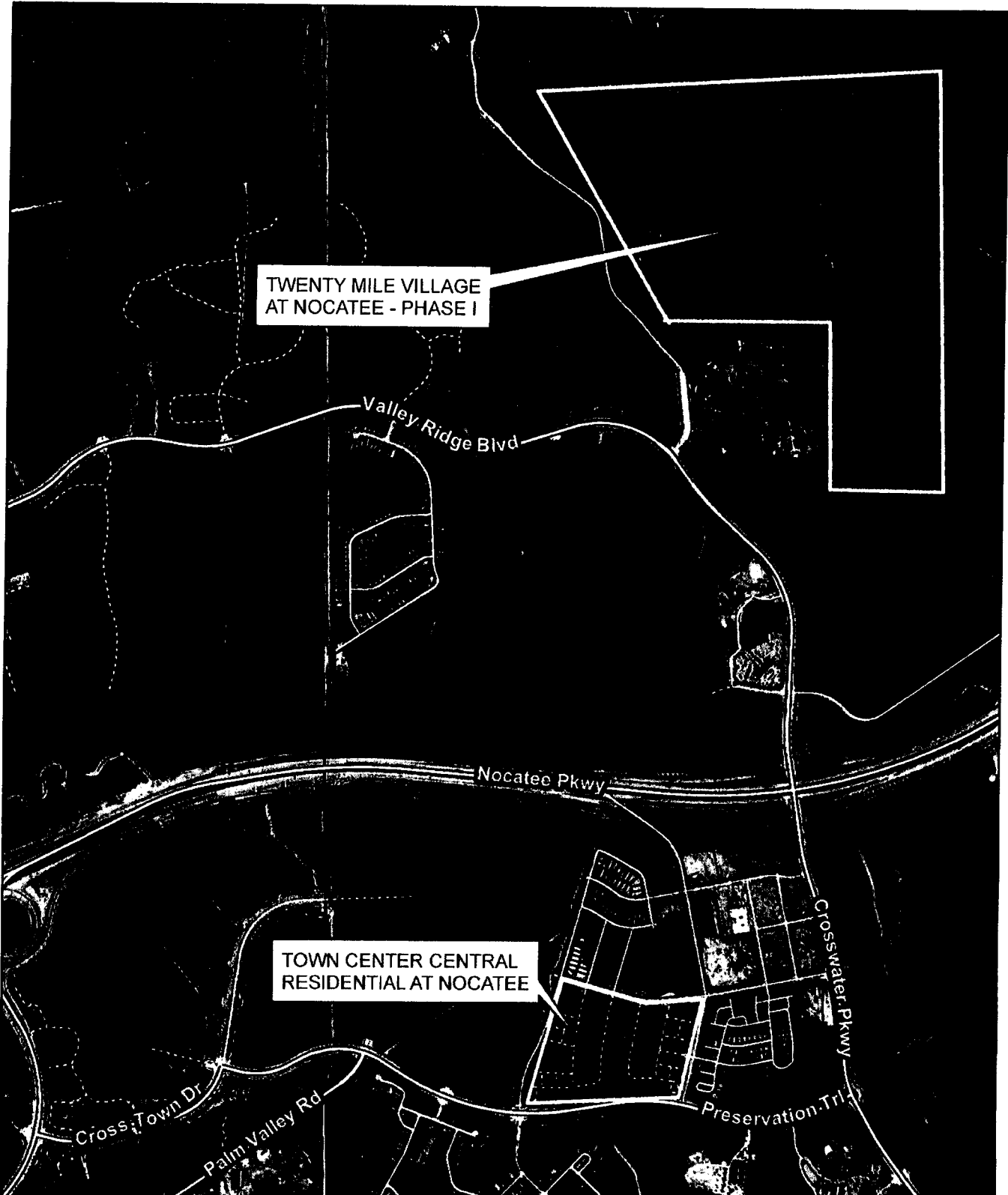
TWENTY MILE VILLAGE AT NOCATEE - PHASE 1
ST. JOHNS COUNTY
 PREPARED FOR
HYDRY COMPANY, LLC

HOLD HARMLESS EXHIBIT TOLOMATO CDD

NO.	REVISION

Connelly & Wicker Inc.
 Planning • Engineering • Landscape Architecture
 10500 Shrewsbury Lane Drive, Suite 500 Jacksonville, Florida 32216
 (904) 265-3030 FAX: (904) 265-3031 www.connellywicker.com
 C.A. Number: 3690 L.A. Number: LC26000317

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TWENTY MILE VILLAGE
AT NOCATEE - PHASE I

TOWN CENTER CENTRAL
RESIDENTIAL AT NOCATEE




2013 Aerial Imagery
0.000
Feet
February 24, 2014

**TWENTY MILE VILLAGE
AT NOCATEE - PHASE I
AND
TOWN CENTER CENTRAL
RESIDENTIAL AT NOCATEE**

**Land Management
Systems
Real Estate
Division
(904) 209-0764**

Disclaimer:
This map is for reference use only.
Data provided is derived from multiple
sources with varying levels of accuracy.
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Division disclaims all responsibility
for the accuracy or completeness
of the data shown hereon.

