

Return to:
Hernando County Attorney's Office
20 N. Main Street, Room 462
Brooksville, FL 34601

HOLD HARMLESS AND INDEMNIFICATION
AGREEMENT CABOT CITRUS FARMS

This Hold Harmless and Indemnification Agreement (the "Agreement") is made by and between CABOT CITRUS OPCO, LLC, whose mailing address is 150 Bloor Street West, Suite 310, Toronto, Ontario M5S2X9 (the "Applicant"), and HERNANDO COUNTY, a political subdivision of the State of Florida, whose mailing address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "County").

WITNESSETH:

WHEREAS, the Applicant holds fee simple title to property located in the Cabot Citrus Farms development, which property is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Applicant has requested that the County issue building permits in order to construct resort-residential villas on the Property (the "Project"); and

WHEREAS, the Applicant understands and agrees that constructing the Project upon the Property before the plat is formally approved by the County and recorded is being done solely at the Applicant's risk and may place such Project at risk of having to be substantially modified or completely removed, if necessary, by the Applicant in order for the County to formally approve the plat and, in spite of these risks, desires to commence construction of the Project upon the Property.

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Applicant and the County hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are hereby incorporated as a material part of this Agreement by this reference.

2. **ACKNOWLEDGEMENTS.** The Applicant acknowledges that:

- a. The Applicant is requesting, at its sole risk, that the County issue building permits prior to approval and recording of a plat;
- b. Regardless of the Applicant's request, the Applicant has a continuing obligation to have a plat for the Project approved and recorded; and
- c. The Applicant understands and agrees that under no circumstance will the County issue a temporary or permanent certificate of occupancy until a plat is approved and recorded for the Project.

3. HOLD HARMLESS AND INDEMNIFICATION.

a. The Applicant hereby assumes sole and entire responsibility for any and all costs associated with the need to modify or remove, if necessary, any structure, easement, dedication, or other improvement(s) constructed or placed upon the Property that may arise during the County's review of the plat.

b. The Applicant and its successors, assigns, heirs, grantees, representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal counsel acceptable to the County), and hold the County, its Board members, officers, employees, contractors, agents, and elected and appointed officials, harmless from and against any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation damage to property, arising out of or related in any way to the issuance of building permit(s) for the Project until such time as the plat for the Property has been approved and recorded.

4. COVENANTS RUNNING WITH THE LAND. This Agreement shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property described herein or any portion thereof, their heirs, representatives, successors, and assigns.

5. AMENDMENT/TERMINATION. This Agreement may be amended or terminated only by express written instrument approved by the County and the Applicant. The foregoing notwithstanding, this Agreement shall automatically terminate upon recordation of the plat; provided, however, that the Applicant's assumption of responsibility and agreement to release, indemnify, defend, and hold harmless the County, as more fully set forth in paragraph 3 hereof, shall survive such automatic termination with respect to any event related to the issuance of the building permit(s) prior to approval and recording of the plat which may occur prior to the recording of the plat.

6. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action related to this Agreement shall be in Hernando County, Florida.

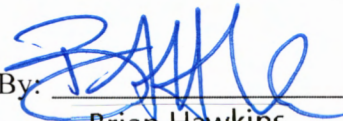
7. RECORDATION. An executed original of this Agreement shall be recorded, at the Applicant's expense, in the Official Records of Hemando County, Florida.

8. EFFECTIVE DATE. This Agreement shall become effective on the date of execution by the County or the date of execution by the Applicant, whichever is later.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

(Signatures on the Following Page)

HERNANDO COUNTY, FLORIDA

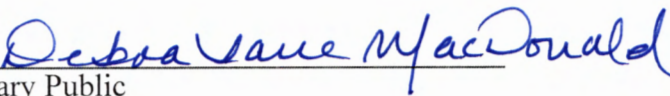
By: 
Brian Hawkins
Chairman

**CABOT CITRUS OPCO, LLC, a
Delaware Limited Liability Company**

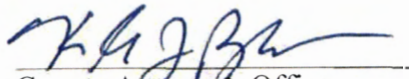
By: 
David Bennett
Vice President

STATE OF Florida
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of n physical presence or n
online notarization, this 12th day of December, 2024
by David Bennett who is personally known to me or produced
as identification.


Notary Public

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


County Attorney's Office



DEBRA JANE MACDONALD
Notary Public
State of Florida
Comm# HH334379
Expires 11/21/2026

EXHIBIT "A" LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 02, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF CLUB HOUSE TRACT, CABOT CITRUS FARMS PHASE 1 AS RECORDED IN PLAT BOOK 45, PAGE 26-31, OF THE PUBLIC RECORD OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID TRACT, RUN N37°29'35"W, 96.66 FEET; THENCE N07°30'25"E, 245.69 FEET; THENCE N52°30'25"E, 107.70 FEET; THENCE S73°03'30"E, 97.53 FEET; THENCE N52°30'25"E, 224.14 FEET; THENCE S80°41'57"E, 67.38 FEET; THENCE S32°22'00"E, 63.29 FEET TO A POINT OF CURVATURE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 25.29 FEET, A CENTRAL ANGLE OF 56°44'15", AND A CHORD BEARING AND DISTANCE OF S03°38'23"E, 24.03 FEET; THENCE ALONG THE ARC OF SAID CURVE 25.07 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE NORTHWEST, A CENTRAL ANGLE OF 2°31,53", AND A CHORD BEARING AND DISTANCE OF S26°21'11"W, 6.54 FEET; THENCE ALONG THE ARC OF SAID CURVE 6.54 FEET; THENCE S64°33'28"E, 54.03 FEET; THENCE N80°34'17"E, 156.92 FEET; THENCE S21°51'08"E, 55.09 FEET TO A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 174.33 FEET, A CENTRAL ANGLE OF 32°42'14", AND A CHORD BEARING AND DISTANCE OF S38°01'31"E, 98.16 FEET; THENCE ALONG THE ARC OF SAID CURVE 99.51 FEET TO A POINT OF REVERSE CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 43°49'48", AND A CHORD BEARING AND DISTANCE OF S43°35'18"E, 89.58 FEET; THENCE ALONG THE ARC OF SAID CURVE 91.80 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 47°23'08", AND A CHORD BEARING AND DISTANCE OF S41°48'38"E, 104.48 FEET; THENCE ALONG THE ARC OF SAID CURVE 107.51 FEET TO A POINT OF REVERSE CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 20°55'38", AND A CHORD BEARING AND DISTANCE OF S28°34'53"E, 72.64 FEET; THENCE ALONG THE ARC OF SAID CURVE 73.05 FEET; THENCE S39°02'42"E, 48.14 FEET TO A POINT OF CURVATURE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, A CENTRAL ANGLE OF 31°23'46", AND A CHORD BEARING AND DISTANCE OF S23°20'49"E, 70.35 FEET; THENCE ALONG THE ARC OF SAID CURVE 71.24 FEET; THENCE S07°38'56"E, 83.38 FEET TO A POINT OF CURVATURE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 129°12'55", AND A CHORD BEARING AND DISTANCE OF S72°15'23"E, 361.36 FEET; THENCE ALONG THE ARC OF SAID CURVE 451.05 FEET; THENCE N43°08'09"E, 88.26 FEET TO A POINT OF CURVATURE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 68°09'28", AND A CHORD BEARING AND DISTANCE OF N77°12'53"E, 291.37 FEET;

THENCE ALONG THE ARC OF SAID CURVE 309.29 FEET TO A POINT OF REVERSE CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 104°57'29", AND A CHORD BEARING AND DISTANCE OF N58°48'52"E, 79.31 FEET; THENCE ALONG THE ARC OF SAID CURVE 91.59 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 33°29'24", AND A CHORD BEARING AND DISTANCE OF N08°20'36"W, 92.20 FEET; THENCE ALONG THE ARC OF SAID CURVE 93.52 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 84°06'49", AND A CHORD BEARING AND DISTANCE OF N16°58'06"E, 167.47 FEET; THENCE ALONG THE ARC OF SAID CURVE 183.51 FEET; THENCE N89°57'24"E, 112.05 FEET; THENCE S59°12'27"E, 73.92 FEET; THENCE S03°24'30"W, 70.06 FEET TO A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 135°20'00", AND A CHORD BEARING AND DISTANCE OF S09°39'58"E, 111.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 141.72 FEET TO A POINT OF REVERSE CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 43°45'54", AND A CHORD BEARING AND DISTANCE OF S36°07'05"W, 26.09 FEET; THENCE ALONG THE ARC OF SAID CURVE 26.73 FEET; THENCE S14°14'08"W, 38.73 FEET TO A POINT OF CURVATURE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE EAST, HAVING A RADIUS OF 427.90 FEET, A CENTRAL ANGLE OF 17°39'35", AND A CHORD BEARING AND DISTANCE OF S05°24'21"W, 131.37 FEET; THENCE ALONG THE ARC OF SAID CURVE 131.89 FEET; THENCE S03°25'07"E, 41.00 FEET TO A POINT OF CURVATURE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 228.17 FEET, A CENTRAL ANGLE OF 36°17'24", AND A CHORD BEARING AND DISTANCE OF S21°33'48"E, 142.11 FEET; THENCE ALONG THE ARC OF SAID CURVE 144.52 FEET TO A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 2°49'45", AND A CHORD BEARING AND DISTANCE OF N63°45'03"E, 8.39 FEET; THENCE ALONG THE ARC OF SAID CURVE 8.39 FEET; THENCE N65°09'56"E, 10.63 FEET; THENCE S24°49'56"E, 50.00 FEET; THENCE S65°09'56"W, 10.63 FEET TO A POINT OF CURVATURE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 22°13'51", AND A CHORD BEARING AND DISTANCE OF S54°03'00"W, 46.27 FEET; THENCE ALONG THE ARC OF SAID CURVE 46.56 FEET; THENCE S42°56'05"W, 91.55 FEET TO A POINT OF CURVATURE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 251.00 FEET, A CENTRAL ANGLE OF 53°03'55", AND A CHORD BEARING AND DISTANCE OF S69°28'02"W, 224.25 FEET; THENCE ALONG THE ARC OF SAID CURVE 232.47 FEET; THENCE N84°00'00"W, 514.73 FEET TO A POINT OF CURVATURE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 34°01'59", AND A CHORD BEARING AND DISTANCE OF S78°59'01"W, 108.28 FEET; THENCE ALONG THE ARC OF SAID CURVE 109.89 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT, SAID CURVE BEING CONCAVE TO THE

NORTHWEST, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 28°01'59", AND A CHORD BEARING AND DISTANCE OF S75°59'01"W, 104.15 FEET; THENCE ALONG THE ARC OF SAID CURVE 105.19 FEET; THENCE N90°00'00"W, 246.26 FEET; THENCE CONTINUE N00°00'03"E, 11.89 FEET; THENCE S89°54'06"W, 26.64 FEET; THENCE N00°05'54"W, 227.31 FEET TO A POINT OF CURVATURE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 477.00 FEET, A CENTRAL ANGLE OF 24°10'26", AND A CHORD BEARING AND DISTANCE OF N12°11'07"W, 199.76 FEET; THENCE ALONG THE ARC OF SAID CURVE 201.25 FEET; THENCE N52°39'02"E, 78.23 FEET; THENCE N37°20'58"W, 72.00 FEET; THENCE S52°39'02"W, 67.21 FEET TO A NON-TANGENT CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 477.00 FEET, A CENTRAL ANGLE OF 4°27'48", AND A CHORD BEARING AND DISTANCE OF N35°15'41"W, 37.15 FEET; THENCE ALONG THE ARC OF SAID CURVE 37.16 FEET; THENCE N37°29'35"W, 21.88 FEET; THENCE N52°39'02"E, 74.35 FEET; THENCE N37°29'35"W, 359.82 FEET; THENCE S52°30'25"W, 128.35 FEET; THENCE N37°29'35"W, 19.69 FEET; THENCE S52°30'25"W, 364.14 FEET TO THE POINT OF BEGINNING.

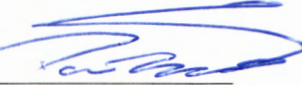
CONTAINING 20.03 ACRES, MORE OR LESS.

Property Owner's Affidavit

I, David Bennett, as Vice President of Cabot Citrus Opco, LLC do hereby stipulate that I understand and agree with the following restrictions and requirements associated with the issuance of a building permit prior to formal platting. This request and accompanying documents are made part of this statement.

1. We shall utilize a preliminary final plat with the proposed street name, Hayloft St; Pomelo Ct; Porch St; Ridley Rd; Split Rail Rd; Cloudbreak Dr which has been approved by the Zoning Division for the issuance of a permanent street address and agree to pay the appropriate fees as required for the issuance of said address.
2. We certify to the Hernando County Zoning Division that the applicant is the sole owner of all property contiguous to and fronting on the street in the preliminary final plat.
3. A scaled site plan, which we have provided, illustrates that there are no other property owners other than the applicant that are affected by the change.
4. We acknowledge any permitting is at the risk and expense of the applicant/developer if changes are made with the respect to the final recorded plat; and that no Certificate of Occupancy will be issued until an amended building permit is purchased, providing a permanent address, with the appropriate fee required.
5. We acknowledge that no Certificate of Occupancy shall be issued until a Certificate of Completion is issued for the subdivision: and all construction and permitting is at the risk and expense of the applicant/developer.

**CABOT CITRUS OPKO, LLC, a
Delaware Limited Liability Company**


By: 
David Bennett
Vice President

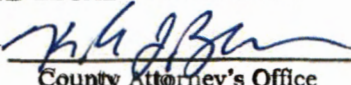
Property Owner

STATE OF Florida COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 12th day of December, 2024 2024 by David Bennett, via online notarization in-person notarization, who is personally known to me or who has produced _____ as identification and who did take an oath. _____


Notary Stamp: Notary Public Signature

 **DEBRA JANE MACDONALD**
Notary Public
State of Florida
Comm# HH334379
Expires 11/21/2026

\$QQ D ASTO FORM
AND LEGAL SUFFICIENCY
BY 
County Attorney's Office