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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 until such time as the Agreement automatically terminates pursuant to Section 5 below.

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 Hernando County, Florida. An executed original of such termination as may be necessary or desirable to reflect the termination of this Agreement pursuant to Section 5 above shall be recorded, at the Applicant's expense, concurrently with the recording of the plat.

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.

HERNANDO COUNTY, FLORIDA

By: _____

John Allocco
Chairman

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

By: _____

Daniel Knight
Managing Director **VICE PRESIDENT**

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of MAY, 2023 by DANIEL KNIGHT who is personally known to me or produced DL as identification.



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

Debra Jane MacDonald
Notary Public

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
County Attorney's Office



EXHIBIT "A" - LEGAL DESCRIPTION

Parcel I

The Southwest 1/4 and the West 1/2 of the Northwest 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The East 1/2 of the NW 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

All of the NE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The SW 1/4 of the SW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The North 1/2 of the NW 1/4 of SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The SE 1/4 of the NW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The E 1/2 of the SW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The NE 1/4 of the NE 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The NW 1/4 of SW 1/4 of SE 1/4 of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The SE 1/4 of Southeast 1/4 and the South 1/2 of Northeast 1/4 of Southeast 1/4, of Section 2, Township 21 South, Range 18 East, Hernando County, Florida.

AND

The NE 1/4 of the NW 1/4 and all that part of the West 1/2 of the NW 1/4 lying North and East of U.S. Highway No. 98, Section 11, Township 21 South, Range 18 East, Hernando County, Florida.

AND

A portion of Sugarmill Woods, Palm Village as per the map or plat thereof recorded in Plat Book 14, pages 1 through 102 inclusive of the Public Records of Hernando County, Florida, lying in Section 3 and 10, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

For a Point of Beginning commence at the Northeast corner of said Section 3; thence S 00°04'38" E along the East boundary of said Section 3, 2659.27 feet; thence continue S 0°04'19" E along said East boundary 2658.69 feet to the Northeast corner of said Section 10; thence S 00°23'22" W along the East boundary of said Section 10, 1069.93 feet to the Southeast corner of said Sugarmill Woods, Palm Village; thence N 47°56'31"W, along the Southwesterly boundary of said Sugarmill Woods Palm Village, 2144.37 feet; thence N 42°03'29" E along the Easterly right of way line of Palm Boulevard South as shown on said Plat, 48.00 feet; thence S 56°22'17" E along the Southwesterly boundary of Lot 1, Block B-522 of said Plat, 117.51 feet; thence N 33°37'43" E along the Southeasterly boundary of said Lot 1, 120.00 feet; thence N 33°37'43" E perpendicular to the centerline of Owatonna Drive as shown on said Plat, 30.00 feet; thence N 56°22'17" W along said centerline 7.33 feet; thence N 33°37'43" E perpendicular to said centerline, 30.00 feet; thence N 66°35'41" E along the Southeasterly boundary of Lot 26, Blocks B-524, 143.03 feet; thence the following seven (7) courses along the rear lot lines of Blocks B-524 and B-525 of said Plat: (1) N 38°54'35" W, 40.00 feet; (2) Northerly 382.15 feet along the arc of a curve to the left, said curve having a radius of 1088.79 feet, a central angle of 20°06'36", and a chord bearing and distance of

Exhibit "A" continued

N 15°01'01" E, 380.19 feet; (3) N 04°57'44" E, 110.00 feet; (4) Northerly 283.23 feet along the arc of a curve to the right, said curve having a radius of 513.80 feet, a central angle of 31°35'04", and a chord bearing and distance of N 20°45'16" E, 279.66 feet; (5) N 36°32'43" E, 25.56 feet; (6) N 36°32'44" E, 90.56 feet; (7) N 83°45'28" E, 61.40 feet; thence N 10°03'54" E, along the East boundary of Lot 1, Block B-525 of said Plat, 126.49 feet; thence N 28°30'00" E perpendicular to the centerline of Hupa Road as shown on said Plat, 30.00 feet; thence N 61°30'00" W along said centerline, 48.70 feet; thence N 28°30'00" E perpendicular to said centerline, 30.00 feet: thence the following five (5) courses along the rear lot lines of Lot 19 of Block B-525 and Lot 1 of Block B-526 of said Plat: (1) N 28°30'00" E, 85.00 feet; (2) N 79°10'35" E, 55.23 feet; (3) Northerly 100.10 feet along the arc of a curve to the left, said curve having a radius of 1321.78 feet, a central angle of 04°20'20", and a chord bearing and distance of N 19°48'52" E, 100.07 feet; (4) N 40°31'00" W, 56.42 feet; (5) N 11°07'43" E, 85.00 feet; thence N 11°07'44" E perpendicular to the centerline of Shawnigan Circle as shown on said Plat, 30.00 feet; thence S 78°52'16" E along said centerline, 52.43 feet; thence N 11°07'44" E perpendicular to said centerline 30.00 feet; thence the following seven (7) courses along the rear lot lines of Lots 1 through 7 of Block B-527 of said Plat: (1) N 11°07'43" E, 80.00 feet; (2) N 37°28'35" E, 44.64 feet; (3) N 39°57'21" W, 40.00 feet; (4) Northerly 143.49 feet along the arc of a curve to the left, said curve having a radius of 1321.78 feet, a central angle of 06°13'11", and a chord bearing and distance of N 00°24'19" E, 143.42 feet (5) N 02°42'17" W, 334.29 feet; (6) N 39°27'48" E, 50.00 feet; (7) N 24°24'28" W, 130.00 feet; thence N 01°47'17" W perpendicular to the centerline of Shawnigan Circle, 30.00 feet; thence N 88°12'43" E along said centerline, 10.00 feet; thence N 01°47'17" W perpendicular to said centerline, 30.00 feet; thence the following six (6) courses along the rear lot lines of Lots 19 through 22 of Block B-526 and Lot 1 of Block B-528 of said Plat: (1) N 16°38'49" E, 126.49 feet; (2) N 31°01'04" W 40.00 feet; (3) Northerly 130.79 feet along the arc of a curve to the right, said curve having a radius of 1056.83 feet, a central angle of 07°05'26", and a chord bearing and distance of N 11°50'00" E, 130.70 feet; (4) N 15°22'43" E, 70.24 feet; (5) S 87°57'59" E, 40.00 feet; (6) N 08°33'36" W, 170.12 feet; thence N 16°02'43" E perpendicular to the centerline of Pontiac Court as shown on said Plat 30.00 feet; thence S 73°57'17" E along said centerline, 25.00 feet; thence N 16°02'43" E perpendicular to said centerline, 30.00 feet; thence the following five (5) courses along the rear lot lines of Lots 10 through 12 of Block B-528 and Lot 1 of Block B-529 of said Plat: (1) N 30°04'44" E, 153.36 feet; (2) N 31°31'19" W, 40.00 feet (3) Northerly 134.54 feet along the arc of a curve to the right, said curve having a radius of 9321.56 feet, a central angle of 00°49'37" and a chord bearing and distance of N 17°43'25" E, 134.54 feet; (4) N 66°51'19" E, 50.00 feet; (5) N 03°52'05" E, 133.74 feet; thence N 27°12'43" E perpendicular to the centerline of Ingalik Road as shown on said Plat 30.00 feet; thence along said centerline Northwesterly 83.81 feet along the arc of a curve to the left, said curve having a radius of 654.36 feet, a central angle of 07°20'19", and a chord bearing and distance of N 66°27'26" W, 83.75 feet; thence N 19°52'24" E perpendicular to said centerline, 30.00 feet; thence the following six (6) courses along the rear lot lines of Lots 12 through 15 of Block B-529 and Lot 1 of Block B-530 of said Plat: (1) N 59°05'03" E, 147.84 feet; (2) N 05°42'15" W, 40.00 feet; (3) N 20°12'44" E, 229.10 feet; (4) N 62°18'17" E, 54.92 feet; (5) N 08°20'24" W, 67.10 feet; (6) N 20°12'43" E, 60.00 feet; thence N 20°12'43" E perpendicular to the centerline of Puma Road as shown on said Plat, 30.00 feet; thence N 69°47'17" W along said centerline, 40.10 feet; thence N 20°12'43" E perpendicular to said centerline, 30.00 feet; thence the following five (5) courses along the rear lot lines of Lots 6 through 13 of Block B-530 of said Plat: (1) N 20°12'43" E, 75.00 feet; (2) N 70°24'28" E, 71.19 feet; (3) N 11°45'25" W, 49.98 feet; (4) Northerly 586.83 feet along the arc of a curve to the left, said curve having a radius of 2174.11 feet, a central angle of 15°27'54", and a chord bearing and distance of N 07°50'13" E, 585.05 feet; (5) N 00°06'16" E, 130.28 feet; thence S 89°46'17" E along the North boundary of said Section 3, 134.77 feet to the Point of Beginning.

LESS AND EXCEPT:

That portion of the above described lying within the right of way of U.S Highway No. 98 as shown on Florida State Road Department right of way map, section no. 0808-101, dated 3/16/50.

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ALTA Commitment (6-17-06)

Exhibit "A" continued

PARCEL II

The South 1/2 of Section 1, Township 21 South, Range 18 East, Hernando County, Florida, LESS AND EXCEPT the right of way for State Road 491; LESS that part thereof described as begin 630 feet North of the Southeast corner of Section 1 and run thence West 210 feet, North 420 feet, East 210 feet, and South 420 feet to the Point of Beginning. LESS that part conveyed in Special Warranty Deed recorded in Official Records Book 1241, page 972, Public Records of Hernando County, Florida; LESS that part conveyed in Quit Claim Deed recorded in Official Records Book 1925, page 317, Public Records of Hernando County, Florida.

PARCEL III

That part of the South 3/4 of the West 1/2 of the NE 1/4 of Section 11, Township 21 South, Range 18 East, Hernando County, Florida, lying West of graded road, being more particularly described as follows:

For a point of reference commence at the Northwest corner of the NE 1/4 of said Section 11; thence S 00°10'18" W along the West boundary of said NE 1/4 667.89 feet for a Point of Beginning; thence continue S 00°10'18" W, along the West boundary of said NE 1/4 667.89 feet; thence S 00°01'05" E along said West boundary, 1233.61 feet; thence the following two (2) courses along the Northwesterly right of way line of Hebron Church Road, a graded roadway as presently (5/17/91) occupied: (1) N 26°40'24" E, 1625.22 feet; (2) N 27°22'09" E, 503.17 feet; thence N 89°51'29" W along the North boundary of the South 3/4 of the West 1/2 of the NE 1/4 of said Section 11, 959.27 feet to the Point of Beginning.

PARCEL IV

That part of the NE 1/4 of Section 11, Township 21 South, Range 18 East, lying East of a graded County Road known as Hebron Church Road, and the North 1/2 of the NE 1/4 of the SE 1/4 of Section 11, Township 21 South, Range 18 East, Hernando County, Florida.

PARCEL V

The North 1/2 of the NW 1/4 of NE 1/4 of Section 11, Township 21 South, Range 18 East, Hernando County, Florida, lying West of the graded road and being more particularly described as follows:

For a Point of Beginning commence at the Northwest corner of the NE 1/4 of said Section 11; thence S 89°45'45" E along the North boundary of said Section 11, 1320.99 feet; thence S 00°15'15" E along the East boundary of the NW 1/4 of the NE 1/4 of said Section 11, 72.15 feet to a point on the Westerly right of way line of Hebron Church Road, a graded roadway as presently (5/17/91) occupied; thence the following two (2) courses along said Westerly right of way line; (1) S 38°41'55" W, 258.77 feet; (2) S 27°22'09" W, 439.92 feet; thence N 89°51'29" W along the South boundary of the North 1/2 of the NW 1/4 of the NE 1/4 of said Section 11, 959.27 feet; thence N 00°10'18" E, along the West boundary of the NE 1/4 of said Section 11 667.89 feet to the Point of Beginning.

AND

That part of the NE 1/4 of the NE 1/4 of Section 11, Township 21 South, Range 18 East, Hernando County, Florida lying West of Hebron Church Road as presently (5/17/91) occupied, and being more particularly described as follows:

For a point of reference commence at the Northwest corner of the NE 1/4 of said Section 11; thence S 89°45'45" E along the North boundary of said Section 11, 1320.99 feet to the Northwest corner of the NE 1/4 of the NE 1/4 of said Section 11 for a Point of Beginning; thence S 00°15'15" E along the West boundary of the NE 1/4 of the NE 1/4 of said Section 11, 72.15 feet to a point on

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ALTA Commitment (6-17-06)

Exhibit "A" continued

the Westerly right of way line of Hebron Church Road, a graded roadway as presently (5/17/91) occupied; thence N 38°41'55" E along said Westerly right of way line, 33.66 feet; thence N 24°58'03" W along said Westerly right of way line 50.61 feet to the Point of Beginning.

PARCEL VI

That part of the NW 1/4 lying North (or Northeasterly) of U.S. Highway 98; the North 1/2 of NE 1/4; and the NE 1/4 of SW 1/4 of NE 1/4, Section 13, Township 21 South, Range 18 East, Hernando County, Florida.

LESS AND EXCEPT that portion conveyed in Deed recorded in Official Records Book 1241, page 972, Public Records of Hernando County, Florida.

PARCEL VII

That part of the South 1/2 of SE 1/4 of SE 1/4 lying North (or Northeasterly) of U.S. Highway 98, Section 11, Township 21 South, Range 18 East, Hernando County, Florida.

PARCEL VIII

That part of the NE 1/4 of NE 1/4 of Section 14, Township 21 South, Range 18 East lying North (or Northeasterly) of U.S. Highway 98, Hernando County, Florida.

LESS AND EXCEPT that portion conveyed in Deed recorded in Official Records Book 1241, page 975, Public Records of Hernando County, Florida.

PARCEL IX

The West 1/2; the NE 1/4 less the right of way for State Road 491; the West 3/4 of the North 1/2 of the SE 1/4 of Southwest 1/4 of SW 1/4 of SE 1/4; and the South 1/2 of SE 1/4 of SE 1/4, Section 12, Township 21 South, Range 18 East, Hernando County, Florida.

LESS AND EXCEPT

A portion of the SE 1/4 of Section 12, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

For a point of reference commence at the South 1/4 corner of said Section 12; thence N 00°13'23" W along the West boundary of said SE 1/4 660.14 feet; thence continue along said West boundary N 00°19'03" E, 676.53 feet to the Southwest corner of the North 1/2 of the SE 1/4 of Section 12 for a Point of Beginning; thence S 89°37'32" E along the South boundary of the North 1/2 1990.22 feet to the Southeast corner of the West 3/4 of said North 1/2 thence N 89°09'16" W along a line presently occupied as the South boundary of the said North 1/2 1990.31 feet; thence S 00°19'03" W, 16.37 feet to the Point of Beginning.

LESS AND EXCEPT

That portion conveyed in Deed recorded in Official Records Book 1241, page 972, Public Records of Hernando County, Florida.

LESS AND EXCEPT

That portion conveyed in Deed recorded in Official Records Book 1925, page 314, Public Records of Hernando County, Florida.

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