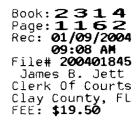
THIS DOCUMENT PREPARED BY: M. LYNN PAPPAS, ESQUIRE

AFTER RECORDING, RETURN TO:

GLENNA THOMPSON, LEGAL ASSISTANT PAPPAS METCALF JENKS & MILLER, P.A. 245 RIVERSIDE AVENUE SUITE 400 JACKSONVILLE, FL 32202



## ASSIGNMENT AND ASSUMPTION OF DEDICATOR'S RIGHTS, INDEMNITIES AND OBLIGATIONS AS TO STORMWATER MANAGEMENT FACILITIES MAINTENANCE

## RECITALS:

- A. Dedicator has reserved certain rights and is subject to certain indemnities and obligations as "Dedicator" pursuant to the Adoption and Dedication of NATURES HAMMOACK according to plat thereof recorded in Plat Book 43, page 67 through 79, public records of Clay County, Florida (the "Plat Dedication") and such plat herein, the "Plat".
- B. The parties have agreed that Dedicator shall assign to the District Dedicator's responsibility, obligation, and liability for maintenance of all storm water management facilities within the Plats, storm water retention or detention ponds, any filtration system and any other maintenance delineated in the Plat Dedication, and the District shall simultaneously assume all of Dedicator's obligations for maintenance and all indemnities of Dedicator under the Plat Dedication and indemnities of Dedicator to Clay County as contained in the Plat Dedication to the extent permitted by law.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, Dedicator and the District agree as follows:

1. All obligations of Dedicator for maintenance of all stormwater management facilities within the Plat, stormwater retention or detention ponds, and filtration system and any other maintenance delineated in the Plat Dedication and indemnities of Dedicator to Clay County as contained in the Plat Dedication are hereby assigned to the District.

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- 2. The District hereby accepts the assignment of all of obligations assigned pursuant to paragraph 1 above and hereby assumes the obligations of Dedicator arising under or in connection with the Plat Dedication as assigned pursuant to paragraph 1 above, to the extent allowed by law.
- 3. Notwithstanding any provision hereof to the contrary, Dedicator agrees to indemnify, defend and hold the District harmless of and from any and all claims, causes of action, liability, or damages, including without limitation, reasonable attorneys fees, arising out of acts or omissions of Dedicator, or its agents, employees, or independent contractors, occurring on and prior to the Effective Date.
- 4. Notwithstanding any provision hereof to the contrary, the District agrees to indemnify, defend and hold Dedicator harmless of and from any and all claims, causes of action, liability, or damages, including without limitation, reasonable attorneys fees, arising out of acts or omissions of the District, or its agents, employees, or independent contractors, occurring subsequent to the Effective Date to the extent allowed by law.
- 5. This Assignment and Assumption shall be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, Dedicator and the District have each executed this Assignment and Assumption effective as of the date and year first above written.

[This space intentionally left blank.]

Signed, sealed and delivered in the presence of:

## OAKLEAF PLANTATION PROPERTY OWNERS ASSOCIATION, INC.,

a Florida corporation

Name Printed: Deborah H. Dunbar

Erik H. Wilson, Vice President

Name Printed: On Nemon T. Worker

STATE OF FLORIDA

)SS

**COUNTY OF DUVAL** 

The foregoing instrument was acknowledged before me this <u>Th</u> day of <u>January</u>, 2004, by Erik H. Wilson, Vice President of **OAKLEAF PLANTATION PROPERTY OWNERS ASSOCIATION**, INC., a Florida corporation, on behalf of the corporation.

(Print Name Deborah H. Dunbar)

NOTARY PUBLIC, State of

Florida at Large

My Commission Expires: 6-10-05

Personally Known \_\_\_\_

or Produced I.D. \_\_\_

[check one of the above]

Type of Identification Produced

DEBORAH H. DUNBAR Notary Public, State of Florida My comm. exp. June 10, 2005 Comm. No. DD 022831 **DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statues

Donald P. Hinson Its Chairman

Deborah H. Name Printed: Deborah	Bunlan By:_ H. Dunbar
Marcha Su Name Printed Och	int- reTimatson
STATE OF FLORIDA	) )SS
COUNTY OF DUVAL	)

The foregoing instrument was acknowledged before me this 7th day of January, 2004, by Donald P. Hinson, the Chairman of DOUBLE BRANCH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statues, for the District.

> DEBORAH H. DUNBAR Notary Public, State of Florida My comm. exp. June 10, 2005 Comm. No. DD 022831