

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

This Assignment and Assumption of Dedicator's Rights, Indemnities and Obligations as to Stormwater Management Facilities Maintenance (the "Assignment and Assumption") is made this 7th day of January, 2004 (the "Effective Date") by **OAKLEAF PLANTATION, LLC**, a Florida limited liability company (the "Dedicator"), in favor of **OAKLEAF VILLAGE PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter, the "POA") having its offices at 3020 Hartley Road, Suite 100, Jacksonville, Florida 32257.

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 HAMMOCK according to plat (the "Plat") thereof recorded in Plat Book 43, page 67 through 79, public records of Clay County, Florida (the "Plat Dedication").

B. The parties have agreed that Dedicator shall assign to the POA Dedicator's responsibility, obligation, and liability for maintenance of all storm water management facilities within the Plat, storm water retention or detention ponds, any filtration system and any other maintenance delineated in the Plat Dedication, and the POA 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 Dedications 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 POA 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 POA.

2. The POA 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 POA 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 POA 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 POA, 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 POA 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, LLC,
a Florida limited liability company

Deborah H. Dunbar
Name Printed: Deborah H. Dunbar

By: Erik H. Wilson
Erik H. Wilson, Vice President

Adnerne I. Watson
Name Printed: Adnerne I. Watson

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 7th day of January, 2004, by Erik H. Wilson, Vice President of **OAKLEAF PLANTATION, LLC**, a Florida limited liability company, on behalf of the company.

Deborah H. Dunbar
(Print Name Deborah H. Dunbar)
NOTARY PUBLIC, State of
Florida at Large
Commission # DD022831
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

OAKLEAF VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Deborah H. Dunbar
Name Printed: Deborah H. Dunbar

By: [Signature]
Donald P. Hinson
Its President

[Signature]
Name Printed: [Signature]

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 President of **OAKLEAF VILLAGE PROPERTY OWNERS ASSOCIATION**, a Florida not-for-profit corporation, on behalf of the corporation.

Deborah H. Dunbar
(Print Name Deborah H. Dunbar)
NOTARY PUBLIC, State of
Florida at Large
Commission # DD022831
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