

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby executed this ____ day of _____, 20____, by **WPND, LLC**, whose mailing address is 940 Cesery Boulevard, Jacksonville, FL 32211, in favor of the **CITY OF JACKSONVILLE**, a Municipal Corporation, whose mailing address is 117 Duval Street West, Jacksonville, FL 32202.

IN CONSIDERATION for the Closure and/or Abandonment, by **CITY ORDINANCE** _____, incorporated herein by this reference, a portion of that certain right-of-way in Council District 1, adopted as a County Road by Resolution, dated March 30, 1949, and recorded in Deed book 251, page 424, and Deed Book 253, Page 362, of the Official Records of Duval County, Florida.

WPND, LLC, the Applicant, its successors and assigns, holds harmless, indemnifies, and will defend the **CITY OF JACKSONVILLE**, its members, officials, officers, employees, and agents against any claim, action, loss, damage, injury liability, cost, and expense of whatever kind or nature (including, but not by way of limitation, attorney fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the use of the abandoned right-of-way area, more particularly described in **Exhibit "A,"** attached hereto, including, but not limited to such injuries or damages resulting from flooding or erosion. This **Hold Harmless Covenant** shall run with the real property described in **Exhibit "A."**

Furthermore, Applicant, its successors and assigns, indemnify, defend, and hold City and JEA harmless from, any and all loss, damage, action, claim, suit, judgment, cost, or expense for injury to persons (including death) or damage to property and improvements (including destruction), in any manner resulting from or arising out of the installation, replacement, maintenance or failure to maintain, use, existences, or removal of any improvements placed within the easement area by Applicant, its successors and assigns, and the City's or JEA's exercise of their rights in the reserved easement. The adjacent property owner(s) who acquire the Property as a result of the abandonment shall be responsible for maintaining the Property.

Signed and Sealed in Our Presence:

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

GRANTORS:
WPND, LLC

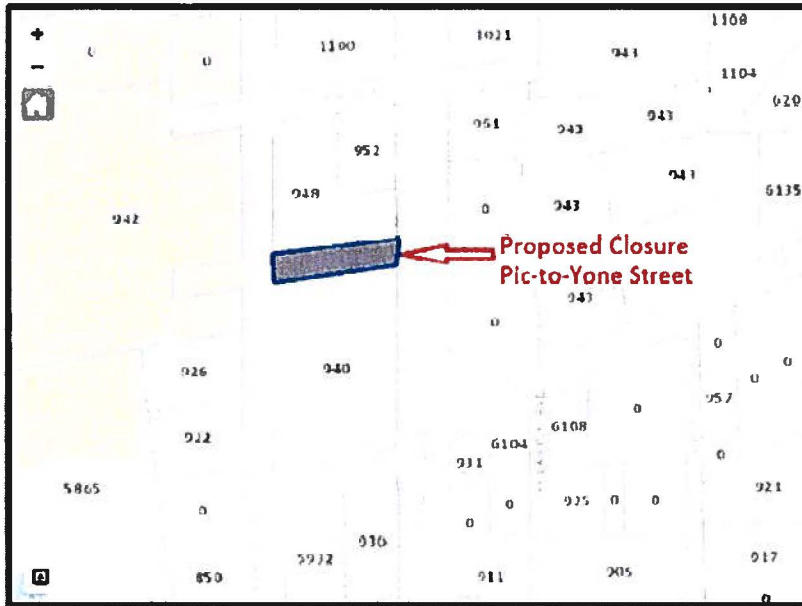
By: _____
JERRY L. NACKASHI
As Managing Member

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this ____ day of _____, 20____, by **JERRY L. NACKASHI** as Managing Member of **WPND, LLC** on behalf of the company. Such person is personally known to me or produced _____ as identification.

52

NOTARY PUBLIC
State of _____



LOCATION MAP

**The City of Jacksonville provides no warranties, expressed or implied, concerning the accuracy, completeness or reliability or suitability of this location map for any particular use.*

The unmaintained Right of Way of Pic-to-Yone Street, a 25 foot, more or less, right-of-way adopted as a County Road by Resolution, dated March 30, 1949, and recorded in Deed book 251, page 424, and Deed Book 253, Page 362, of the Official Records of Duval County, Florida.

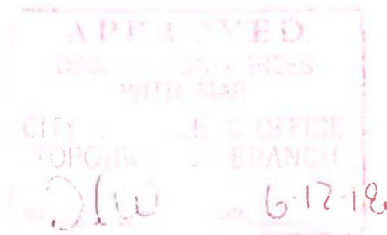


EXHIBIT "A"

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby executed this ____ day of _____, 20 ____, by **WPND NO. 2, LLC**, whose mailing address is 940 Cesery Boulevard, Jacksonville, FL 32211, in favor of the **CITY OF JACKSONVILLE**, a Municipal Corporation, whose mailing address is 117 Duval Street West, Jacksonville, FL 32202.

IN CONSIDERATION for the Closure and/or Abandonment, by **CITY ORDINANCE** _____, incorporated herein by this reference, a portion of that certain right-of-way in Council District 1, adopted as a County Road by Resolution, dated March 30, 1949, and recorded in Deed book 251, page 424, and Deed Book 253, Page 362, of the Official Records of Duval County, Florida.

WPND NO. 2, LLC, the Applicant, its successors and assigns, holds harmless, indemnifies, and will defend the **CITY OF JACKSONVILLE**, its members, officials, officers, employees, and agents against any claim, action, loss, damage, injury liability, cost, and expense of whatever kind or nature (including, but not by way of limitation, attorney fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the use of the abandoned right-of-way area, more particularly described in **Exhibit "A,"** attached hereto, including, but not limited to such injuries or damages resulting from flooding or erosion. This **Hold Harmless Covenant** shall run with the real property described in **Exhibit "A."**

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Signed and Sealed in Our Presence:

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

**GRANTORS:
WPND, LLC**

By: _____
JERRY L. NACKASHI
As Managing Member

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this ____ day of _____, 20 ____, by **JERRY L. NACKASHI** as Managing Member of **WPND NO. 2, LLC** on behalf of the company. Such person is personally known to me or produced _____ as identification.

NOTARY PUBLIC
State of _____



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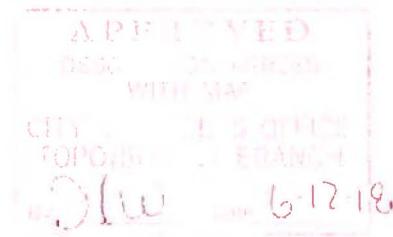


EXHIBIT "A"