

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this _____ day of _____, 2020, by **GUY LACHAPELLE**, whose address is 2762 West Beaver Street, Jacksonville, FL 32254 in favor of the **CITY OF JACKSONVILLE**, a Municipal Corporation, whose mailing address is 117 Duval Street West, Jacksonville, FL 32202 (City).

IN CONSIDERATION for the closure and abandonment of certain rights-of-way, by **CITY ORDINANCE** _____, a copy of which is attached hereto and incorporated by reference, located in Council District 7 and established by plat recorded in Plat Book 6, Page 9 of the Official Public Records of Duval County, Florida.

GUY LACHAPELLE, the Applicant and Grantor, 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 areas, 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."** The adjacent property owner(s) who acquire the Property as a result of the abandonment shall be responsible for maintaining the Property.

Furthermore, the Polk Avenue property East of West 3rd Street and West of West Main Street shall remain totally unobstructed by any permanent improvements that may impede the use by the City, JEA or other utility companies of their rights under the under the provisions of the reserved easement. The construction of driveways and the installation of fences, hedges, and landscaping is permissible but subject to removal or damage by the City or JEA at the expense of the Applicant, its successors and assigns, for any repairs to or replacement of the improvements. Applicant, its successors and assigns, indemnify, defend, and hold City, JEA or other utility companies 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, JEA's, or other utility company's exercise of their rights in the reserved easement.

**Signed and Sealed
in Our Presence:**

GRANTOR:

(Sign) _____
(Print) _____

(Sign) _____
GUY LACHAPELLE

(Sign) _____
(Print) _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

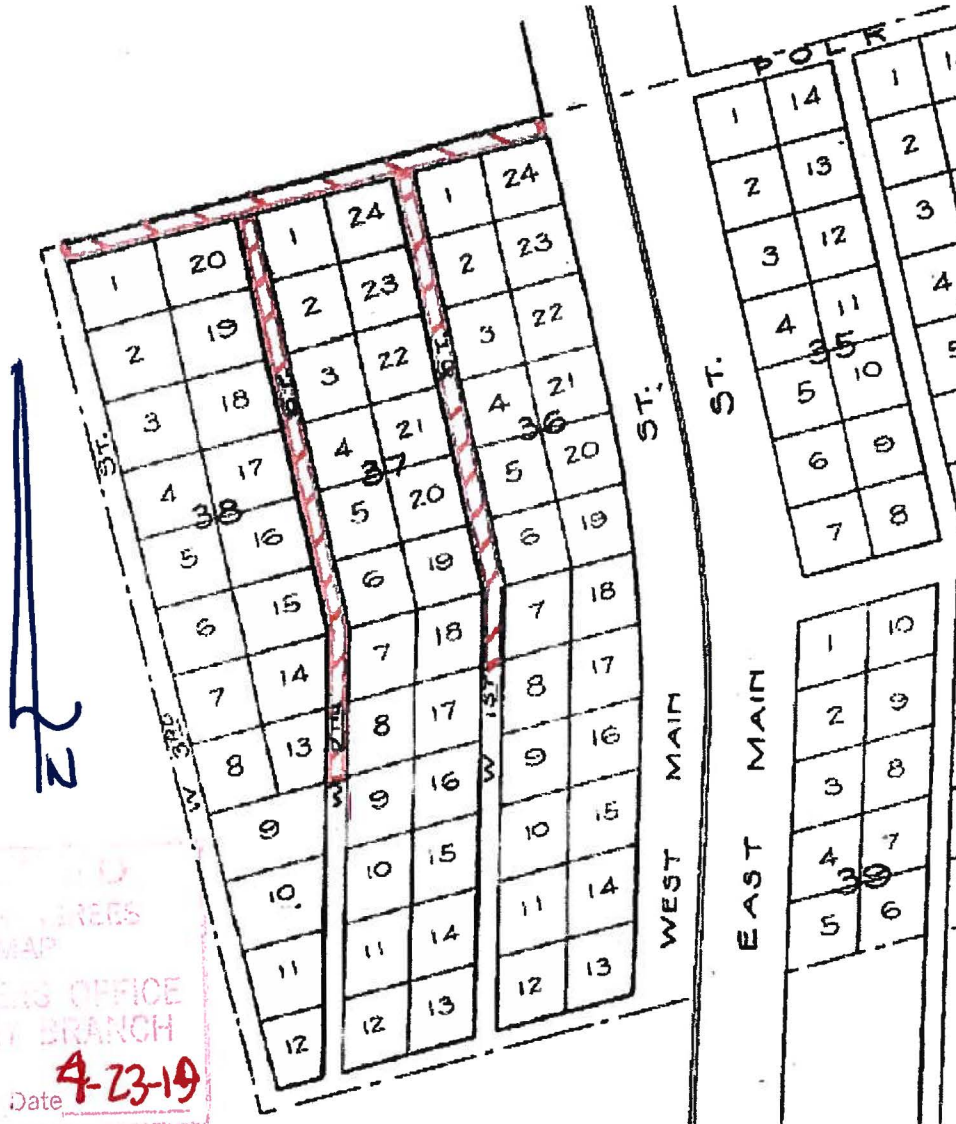
The foregoing was acknowledged before me this _____ day of _____, 20__ by _____, Managing Member, on behalf of **GUY LACHAPELLE**. Such person is personally known to me or produced _____ as identification.

**NOTARY PUBLIC
State of Florida**

**Exhibit 2
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EXHIBIT A

DUVAL CITY PLAT RW CLOSURES
LEGAL DESCRIPTION AS FOLLOWS:



- That portion of West 2nd Street North of Lot 9, Block 38 and North of Lot 9, Block 37.
- That Portion of West 1st Street North of Lot 17, Block 37 and North of Lot 8, Block 36.
- That portion of Polk Avenue East of West 3rd Street and West of West Main Street.

All of which found in the plat of Duval City recorded in Plat Book 6, Page 9 of the Public Records of Duval County, Florida.