

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this ____ day of _____, 2021, by BRP Auto Sale LLC, whose address is 5846 Philips Highway, Jacksonville, Florida 32216 ("Grantor") in favor of the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, whose mailing address is 117 West Duval Street, Jacksonville, Florida 32202 ("City").

IN CONSIDERATION for the closure and/or abandonment of City right-of-way or easement areas pursuant to **CITY ORDINANCE** _____, a copy of which is attached hereto and incorporated by reference (the "Ordinance"), located near RE# 152885-0010 in Council District 5 and established in the Official Public Records of Duval County, Florida at Plat Book 12, Page 54.

Grantor, its successors and assigns, holds harmless, indemnifies, and will defend **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 or easement areas, more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Property"); 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 Property shall remain totally unobstructed by any permanent improvements that may impede the use by the City or JEA of their reserved easement rights, if any, under the provisions of the reserved easement and/or the Ordinance. In the event that such easement rights are reserved by City or JEA: (a) 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 Grantor, its successors and assigns, for any repairs to or replacement of the improvements; and (b) Grantor, its successors and assigns, shall 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, or removal of any improvements placed within the easement area by Grantor, its successors or assigns, and the City's or JEA's exercise of their rights in the reserved easement.

**Signed and Sealed
in Our Presence:**

**GRANTOR:
BRP Auto Sale LLC**

(Sign) _____

By: _____

(Print) _____

Name:
Title:

(Sign) _____

(Print) _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2021, by _____.

{NOTARY SEAL}

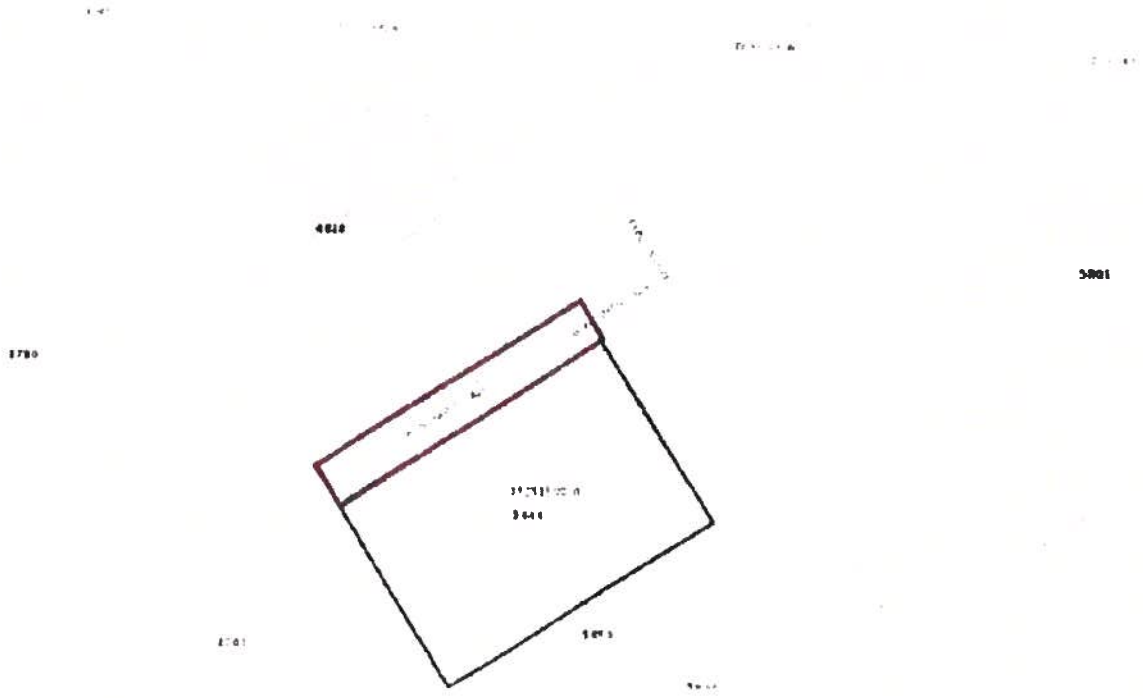
{Signature of Notary Public-State of Florida}
{Name of Notary Typed, Printed, or Stamped}

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT "A"

Legal Description

Bosenberg Alley Closure



THAT PORTION OF BOSENBERG ALLEY, AS SHOWN ON THE REPLAT OF BOWDENDALE, AS RECORDED IN PLAT BOOK 12 PAGE 54 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; LYING NORTHWEST OF LOT 20, OF BLOCK TWO, OF THE AFOREMENTIONED PLAT, AND BEING BOUNDED ON THE NORTHEAST BY PHILLIPS HIGHWAY (FORMERLY KNOWN AS TERMINAL AVENUE), AND ON THE SOUTHWEST BY THE SOUTHWESTERLY LINE OF SAID BLOCK 2.

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DESCRIPTIC. AGREES
WITH MAP
CITY ENGINEERS OFFIC
TOPO/SUR L/ BRANC
DW Date 6-25-21