

**HOLD HARMLESS COVENANT**

This **Hold Harmless Covenant** is hereby granted this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by **Skinner Jones Goodin – Mitchell Place LLC**, whose address is 200 First Street, Neptune Beach, FL 32266 (“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 Duval Street West, Jacksonville, FL 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 at RE# 082119-0000 in Council District 5 and established in Mitchell Place, as recorded in Plat Book 17 Page 46 of the Current Official Public Records of Duval County, Florida.

**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 (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:  
Skinner Jones Goodin – Mitchell Place LLC**

(Sign) \_\_\_\_\_

(Sign) \_\_\_\_\_

(Print) \_\_\_\_\_

(Print) \_\_\_\_\_

Its Managing Member

(Sign) \_\_\_\_\_

(Print) \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by \_\_\_\_\_, Managing Member, on behalf of Skinner Jones Goodin – Mitchell Place LLC. Such person is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**NOTARY PUBLIC  
State of Florida**

**Exhibit "A"**

**Legal Description**

**Mitchell Avenue Closure**



THAT PORTION OF MITCHELL AVENUE LYING NORTHERLY OF LOT 4 AS SHOWN ON MITCHELL PLACE, AS RECORDED IN PLAT BOOK 17, PAGE 46 OF THE CURRENT PUBLIC RECORDS, LYING EASTERLY OF THE FLORIDA EAST COAST RAILROAD AND WESTERLY OF A SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT OF WAY LINE OF MITCHELL PLACE AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2470, PAGE 56 OF SAID PUBLIC RECORDS, ALL IN DUVAL COUNTY, FLORIDA.

APPROVE  
DESCRIPTION AGREED  
WITH MAP  
CITY ENGINEERS OFFICE  
TOPO/SURVEY BRANCH  
SW Date 6-25-21