

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this ____ day of _____, 2022, by Toni Daniels Lee, whose address is **2602 King Drive**, Jacksonville, Florida 32254 ("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 Duva 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 2023-** _____, a copy of which is attached hereto and incorporated by reference (the "Ordinance"), located near **RE# 019908-0005** in Council District 8 and established in the Official Public Records of Duval County, Florida at **Plat Book : Page 81**.

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 person (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:

(Sign) _____

By: _____

(Print) _____

Name:

Title:

(Sign) _____

(Print) _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

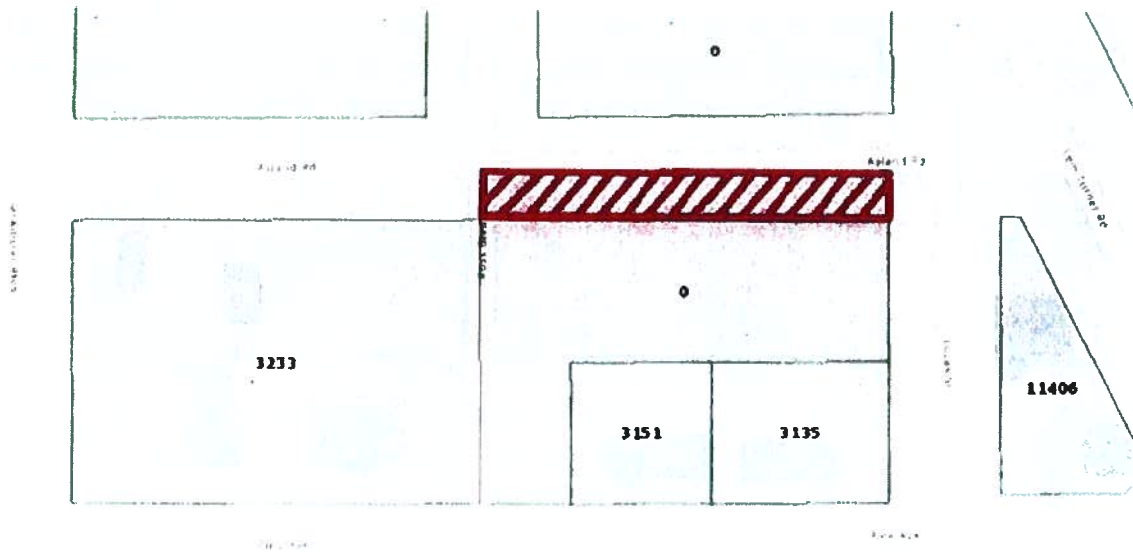
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____.

(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"



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

The South half of Asland Road lying Northerly of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 Block 16, Garden City, a subdivision according to the plat thereof recorded in Plat Book 5, page 81, and lying northerly of the East 40ft of Ross Boulevard, a closed right of way, recorded in Official Records Book 9724 page 2291 lying Easterly of Lots 1 and 20 Block 16 of Garden City, all of the public records of Duval County, Florida.

APPROVED
DESCRIPTION AGREES
WITH MAP
CITY ENGINEERS OFFICE
TOPO/SURVEY BRANCH
By SCC Date 10/26/22