

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this ____ day of _____, 2019, by **MILLENNIA JACKSONVILLE FL TC, LP**, whose address is 4000 Key Tower, 127 Public Square, Cleveland, OH 44114 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 5 and established by plat recorded in Plat Book 7, Page 46 of the Official Public Records of Duval County, Florida.

MILLENNIA JACKSONVILLE FL TC, LP, the Applicant and Grantor, its successors and assigns, will hold harmless, indemnify, and 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 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 Property shall remain totally unobstructed by any permanent improvements that may impede the use by the City, JEA or other utility companies of their reserved easement rights 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 or JEA's exercise of their rights in the reserved easement.

**Signed and Sealed
in Our Presence:**

**GRANTOR:
MILLENNIA JACKSONVILLE FL TC, LP**

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____
Its Managing Member

(Sign) _____
(Print) _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

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

**NOTARY PUBLIC
State of Florida**

