

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this ____ day of _____, 2022, by OceanSwim, LLC, whose address is C/O Samuel M. Easton, Jr. 300 E. State Street, Suite G, Jacksonville, FL 32202 _____, Jacksonville, Florida 32246 ("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# 088299-0005** in Council District 9 and established in the Official Public Records of Duval County, Florida at **Plat Book 4 Page 85**.

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:**

(Sign) _____
(Print) _____
(Sign) _____
(Print) _____

GRANTOR:

By: _____
Name:
Title:

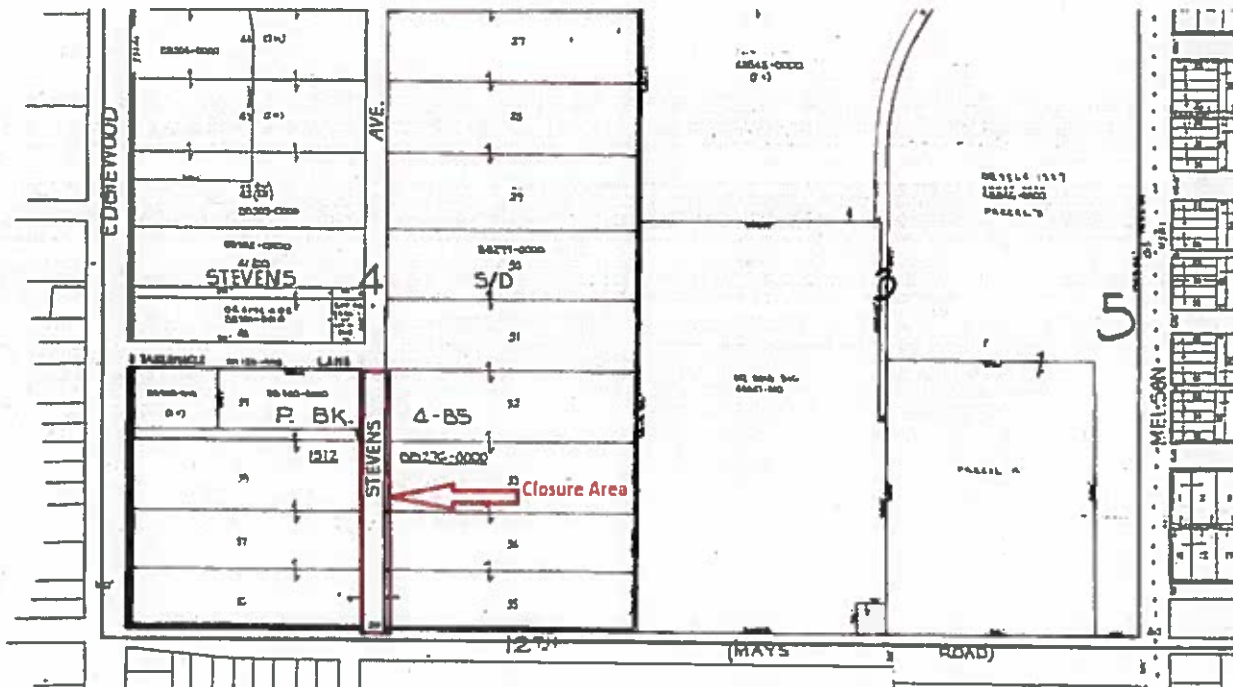
**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2022, 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 _____



RE# 088299-000 for location purposes only

APPROVED
 DESCRIPTION AGREES
 WITH MAP
 CITY ENGINEERS OFFICE
 TOPO SURVEY BRANCH
 By *D.S.W.* Date **10-01-21**

That portion of Stevens Avenue a 50 foot, right of way, lying between 12th Street and Tabernacle Lane, and between lots 32,33, 34, 35, 36, 37, 38, and 39, as shown on the Plat of John M. Stevens Subdivision as recorded in Plat Book 4, Page 85, of the Current Public Records, of Duval County, Florida.

EXHIBIT "A"