

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this ____ day of _____, 2021, **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia Corporation, whose address is Three Commercial Place, Norfolk, VA 23510 (“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# 083993-0000** in Council District 10 and established in the Official Public Records of Duval County, Florida at **Plat Book 14 Page 19**.

Grantor, its successors, assigns and subsidiaries, 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:

(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 _____, as _____ of Norfolk Southern Railway Company, who is ___ personally known to me or produced _____ as identification.

{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"

Street Map



A PORTION OF EDGEWOOD AVENUE, NOW KNOWN AS EDGEWOOD DRIVE, LYING BETWEEN THE EASTERN EDGE OF THE G.S. & F. RAILROAD RIGHT OF WAY AND THE WESTERN EDGE OF THE A.C.L. RAILROAD RIGHT OF WAY, AS SHOWN ON THE PLAT OF BILTMORE NO 8A, AS RECORDED IN PLAT BOOK 14, PAGE 19 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA

