

**HOLD HARMLESS COVENANT**

This **Hold Harmless Covenant** is hereby granted this \_\_\_\_ day of \_\_\_\_\_, 2022, by Dennis Horne Et Al, whose address is **18208 Ware Ave.**, Jacksonville, Florida 32234 (“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 the two 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# 001021-0150** in Council District 12 and established in the Official Public Records of Duval County, Florida at **Plat Book 6 Page 78 and Plat Book 4, Page 9**.

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:**

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

**GRANTOR:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF DUVAL**

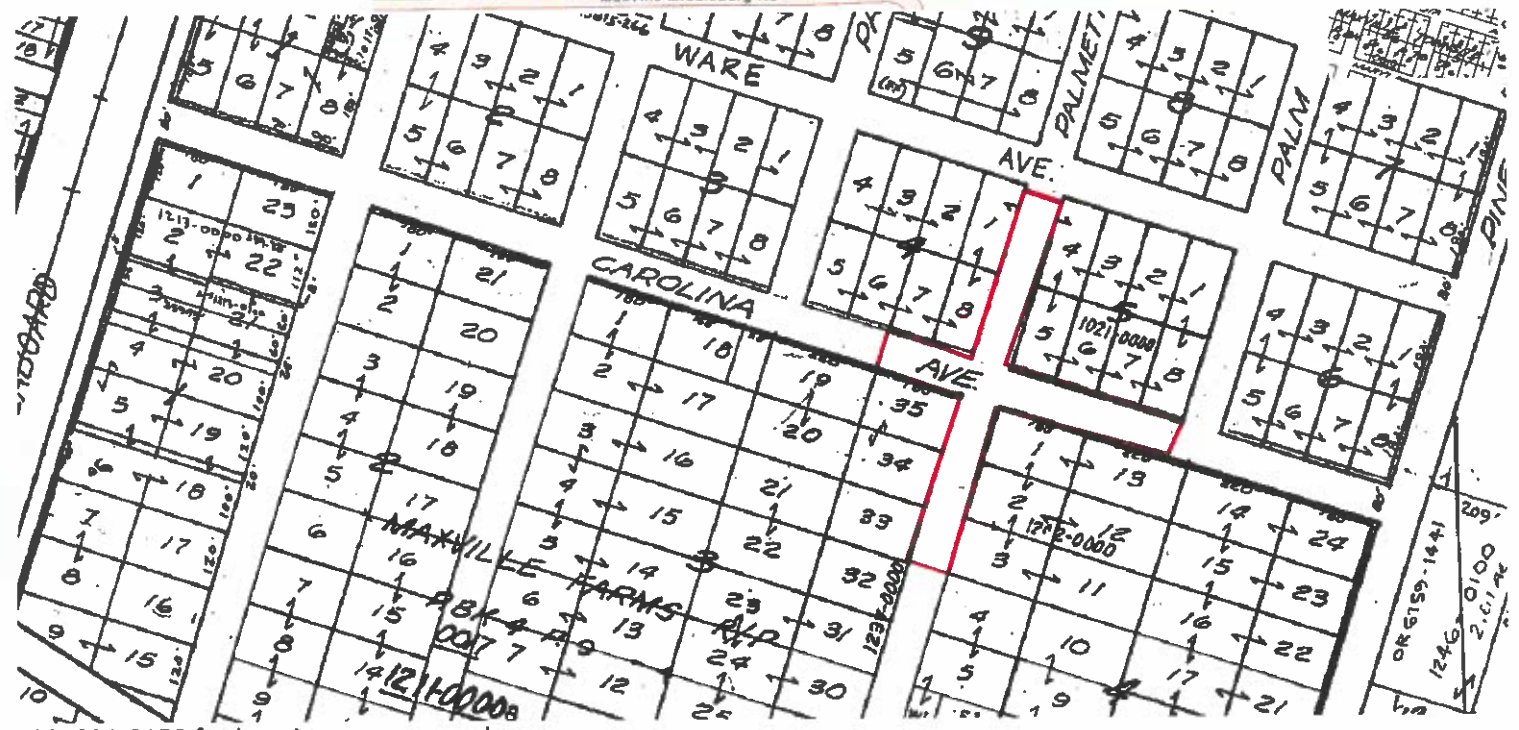
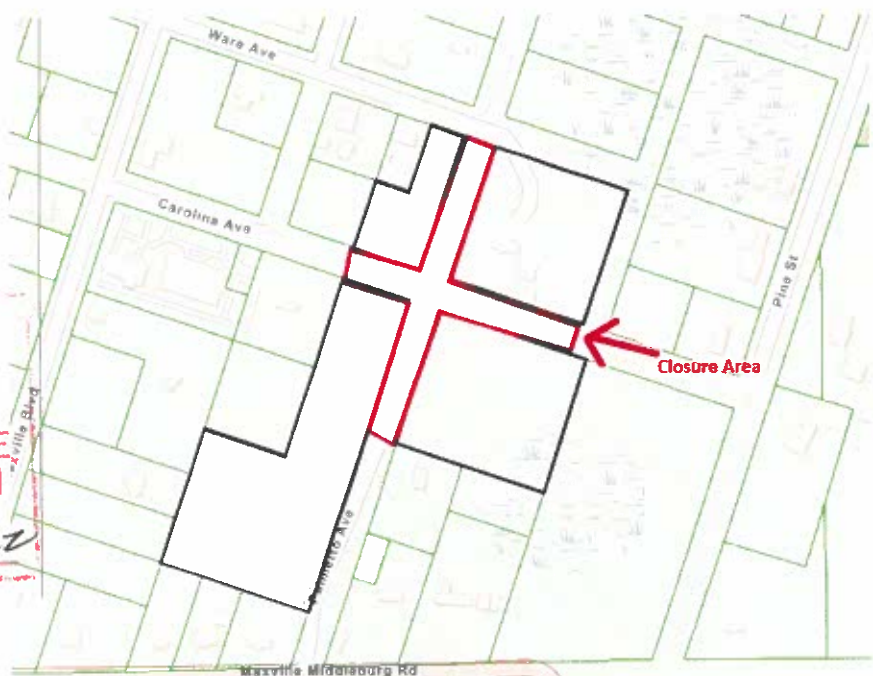
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_.

{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 \_\_\_\_\_

**APPROVED**  
 DESCRIPTION AGREES  
 WITH MAP  
 CITY ENGINEERS OFFICE  
 TOPO/SURVEY BRANCH  
 By SCC Date 8/11/22



RE# 001021-0150 for location purposes only

That portion of Palmetto Street (a 80 foot, right of way), Lying South of the Southern Right of Way Line of Ware Avenue and between Blocks 4, and 5, as shown on the Plat of Maxville FLA, Plat Bk 6, Pg 79 and lying between Lots 33, 34, and 35, Block 3, and Lots 1, 2, and 3, Block 4, as shown on the Plat of Maxville Farms as recorded in Plat Book 4, Page 9, Together with that portion of Carolina Avenue (a 80 foot, right of way), Lying between Lot 35, Block 3, of said Maxville Farms, and Lots 7, and 8, Block 4, of said Maxville FLA, and Lots 5, 6, 7, & 8, Block 5, of said Maxville FLA, and Lot 1, and a portion of Lot 13, Block 4, of said Maxville Farms, said Carolina Avenue being bounded on the East by the Southerly extension of the East Line of Said Lot 8, Block 5, Maxville FLA, and all of the Current Public Records, of Duval County, Florida.

Reserving unto the City of Jacksonville, Florida a perpetual, unobstructed drainage easement over, under, across and thru the above-described parcel.

Reserving a JEA utilities Easement for that portion of Carolina Avenue (an 80 foot right of way) as shown on plat of Maxville FLA, Plat Book 6, page 79 and on plat of Maxville Farms, Plat book 4, page 9 being bounded on the east by the southerly projection easterly line of Lot 5, Block 5 of said plat of Maxville FLA and bounded on the west by the southerly projection of the westerly line of Lot 7, Block 4 of said plat of Maxville FLA. for utility purposes.