

**HOLD HARMLESS COVENANT**

This Hold Harmless Covenant is hereby granted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by 4757 PHYLLIS ST LLC, whose address is 417 South Edgewood Avenue, Jacksonville, FL 32254 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, of a portion of that certain right-of-way located in Council District 9 and established by plat recorded in Plat Book 3, Page 67 of the Official Public Records of Duval County, Florida, Riverside Gardens.

4757 PHYLLIS ST LLC, the Applicant and Grantor, its successors and assigns, holds harmless, indemnifies, and will defend the 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 area, 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 or right-of-way 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:**  
**4757 PHYLLIS ST LLC**

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

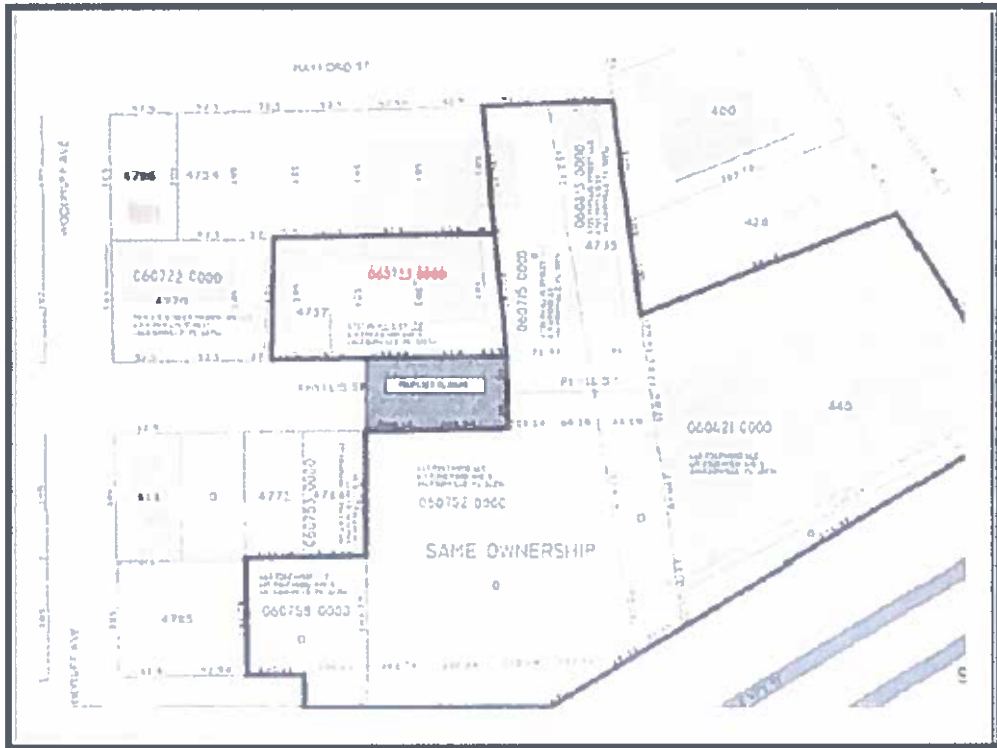
(Sign) \_\_\_\_\_  
(Print) Steven N. Bacalis  
(It's) Managing Member

(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 Steven N. Bacalis, Managing Member of 4757 PHYLLIS ST LLC, who [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.as identification.

\_\_\_\_\_  
**NOTARY PUBLIC**  
**State of Florida**



**LOCATION MAP**

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

All That Portion of Phyllis Street, Formerly Reynolds Street Lying Easterly of a Northerly Prolongation of the Easterly line of Lot 5, Block 8, and Westerly of the Westerly Line of that Portion Closed by Ordinance 2013-608-E and recorded Official Records Book 16610, page 1085, Lying in Riverside Gardens, Plat Book 3, Page 67, all of the Current Public Records of Duval County, Florida.

Exhibit "A"

**APPROVED**  
 DESCRIPTION AGREES  
 WITH MAP  
 CITY ENGINEERS OFFICE  
 TOPO/SURV. / BRANCH  
 By DJW Date 1-27-20

**HOLD HARMLESS COVENANT**

This Hold Harmless Covenant is hereby granted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by 4735 PHYLLIS STREET LLC, whose address is 417 South Edgewood Avenue, Jacksonville, FL 32254 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, of a portion of that certain right-of-way located in Council District 9 and established by plat recorded in Plat Book 3, Page 67 of the Official Public Records of Duval County, Florida, Riverside Gardens.

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Signed and Sealed  
in Our Presence:

**GRANTOR:**  
**4735 PHYLLIS STREET LLC**

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

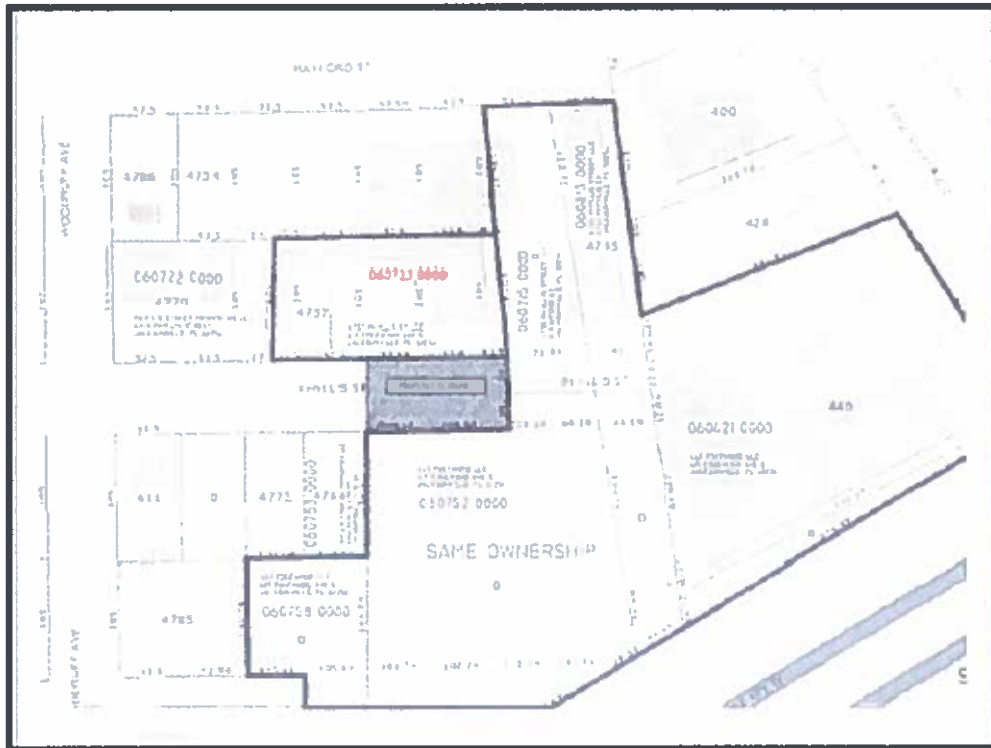
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(It's) Managing Member

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

**STATE OF FLORIDA**  
**COUNTY OF DUVAL**

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\_\_\_\_\_  
**NOTARY PUBLIC**  
**State of Florida**

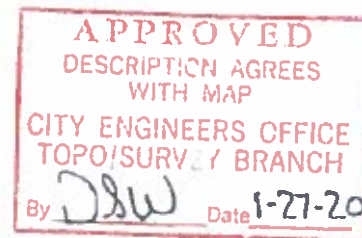


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Exhibit "A"



**HOLD HARMLESS COVENANT**

This **Hold Harmless Covenant** is hereby granted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **440 EDGEWOOD LLC**, whose address is 417 South Edgewood Avenue, Jacksonville, FL 32254 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, of a portion of that certain right-of-way located in Council District 9 and established by plat recorded in Plat Book 3, Page 67 of the Official Public Records of Duval County, Florida, Riverside Gardens.

**440 EDGEWOOD LLC**, the Applicant and Grantor, its successors and assigns, holds harmless, indemnifies, and will defend the **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 area, 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.

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in Our Presence:**

**GRANTOR:  
440 EDGEWOOD LLC**

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

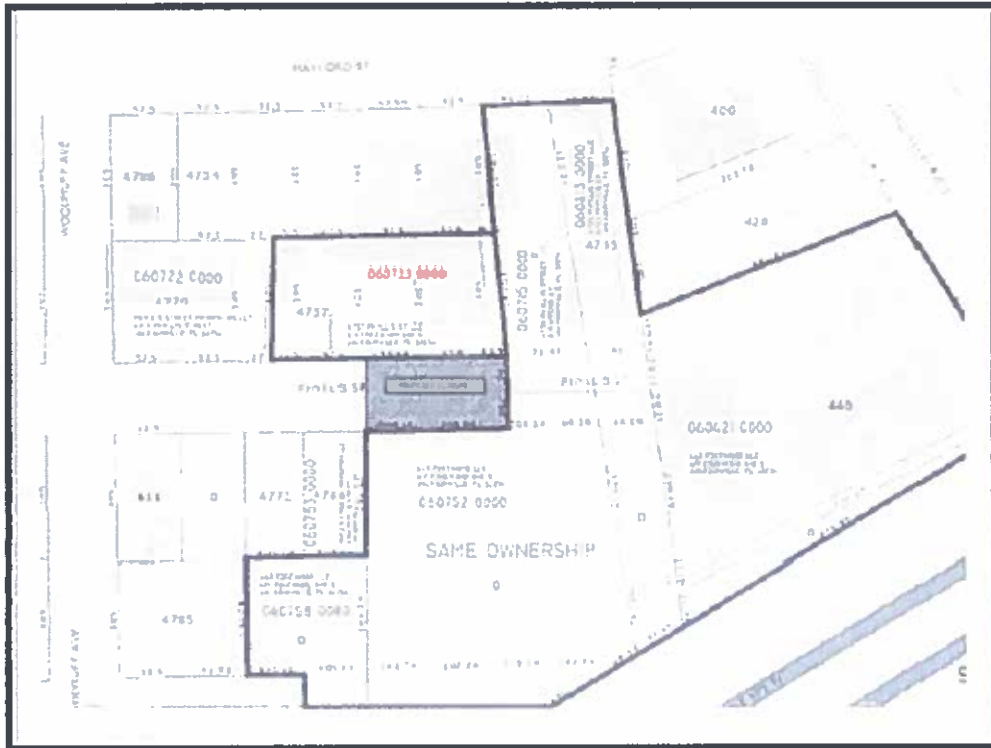
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(Sign) \_\_\_\_\_  
(Print) \_\_\_\_\_

**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 **Steven N. Bacalis, Managing Member of 440 EDGEWOOD LLC**, who [] is personally known to me or [] has produced \_\_\_\_\_ as identification.as identification.

\_\_\_\_\_  
**NOTARY PUBLIC  
State of Florida**



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