

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby executed this ____ day of _____, 2018, by **COPART OF CONNECTICUT, INC.**, whose mailing address is 14185 Dallas Parkway, Suite 300, Dallas, Texas 75254, in favor of the **CITY OF JACKSONVILLE**, a Municipal Corporation, whose mailing address is 117 Duval Street West, Jacksonville, FL 32202.

IN CONSIDERATION for the Closure and/or Abandonment, by **CITY ORDINANCE** _____, a copy of which is attached hereto and incorporated by reference, of the right-of-way of Setzer Road. in Council District 7, as established in the Official Public Records of Duval County, Florida, at Official Records Book1673, Pages 423 and 425.

COPART OF CONNECTICUT, INC., the Applicant, 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 easement 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"**.

Furthermore, The Property shall remain totally unobstructed by any permanent improvements that may impede the use by City, JEA, or other utility agencies of their 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, JEA, or other utility agencies 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 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, use, existences, or removal of any improvements placed within the easement area by Applicant, its successors and assigns, and the City's, JEA's or other utility agencies' exercise of its rights in the reserved easement. The adjacent property owners who acquire the Property shall be responsible for maintaining the property.

Signed and Sealed in Our Presence:

GRANTOR:

(Sign) _____
(Print) _____

Print Name: _____
By: COPART OF CONNECTICUT, INC.,
Its Managing Member

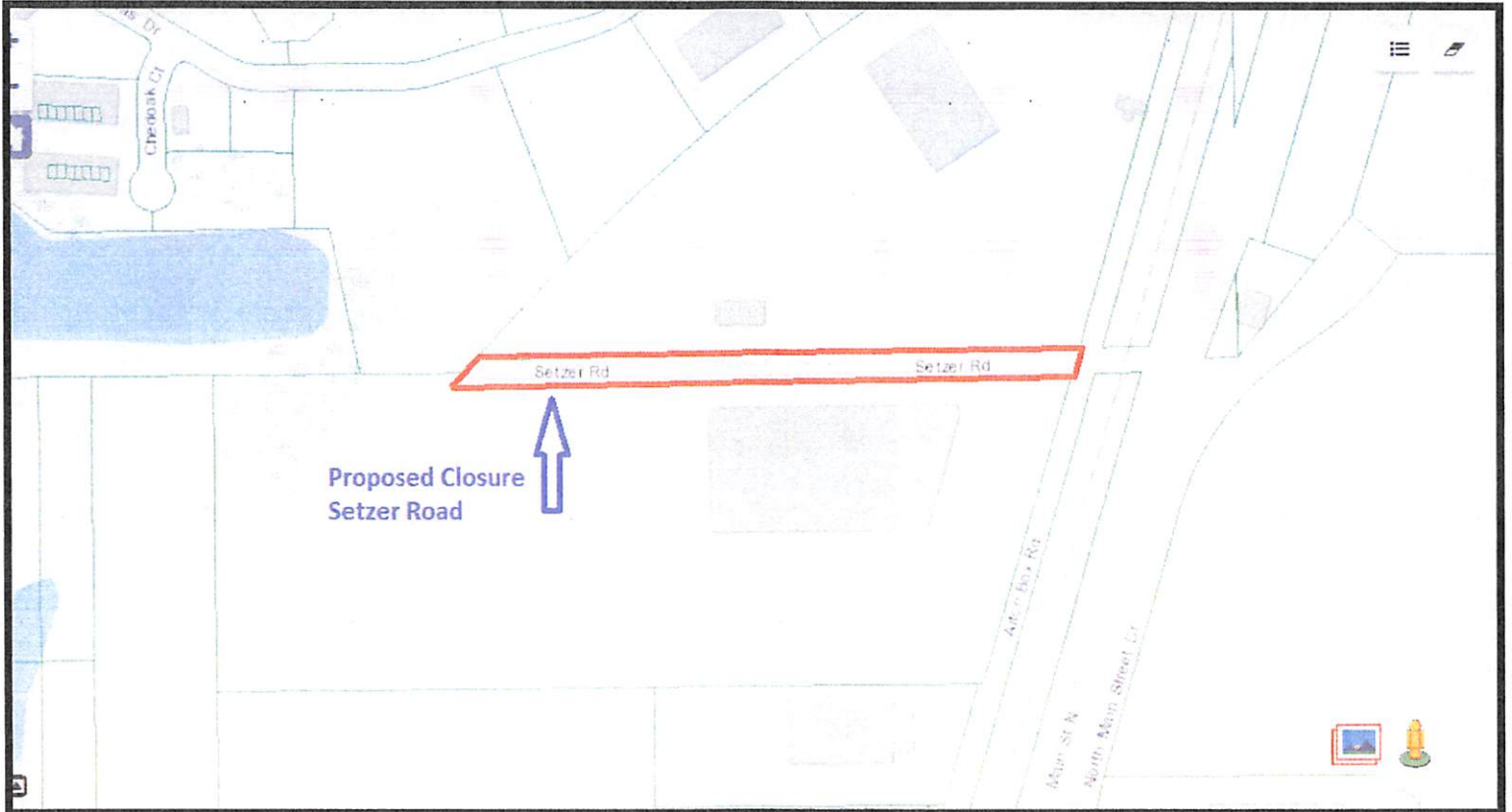
(Sign) _____
(Print) _____

STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this ____ day of _____, 2018, by **COPART OF CONNECTICUT, INC.**, _____ Its Managing Member _____. Such person is personally known to me or produced _____ as identification.

NOTARY PUBLIC
State of Florida

APPROVED
DESCRIPTION AGREES
WITH MAP
CITY ENGINEERS OFFICE
TOPO/SURVEY BRANCH
By DSW Date 5-29-18



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.*

That part of Setzer Road lying Westerly of a Northerly Prolongation of the Westerly Right-of-Way line of Alton Box Road, as established in Official Records Book 1673, Page 423, and Official Records Book 1673, Page 425, of the Public Records of Duval County, Florida.