

2019-272
TEU

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this ____ day of _____, 2019, by **WATERSIDE AT SAN PABLO, LLC**, whose address is 10175 Fortune Parkway, Suite 1005, Jacksonville, FL 32256 (Grantor) 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/or abandonment, by **CITY ORDINANCE** _____, a copy of which is attached hereto and incorporated by reference, located at Hidden Oaks Lane in Council District 3 and established in the Official Public Records of Duval County, Florida at Plat Book 72, Page 144.

WATERSIDE AT SAN PABLO LLC, the Applicant and 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 areas, 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 or JEA 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 assign, 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, ore removal of any improvements placed within the easement 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:
WATERSIDE AT SAN PABLO, LLC**

(Sign) _____

(Sign)_____

(Print) _____

(Print)_____ Its Managing Member

(Sign) _____

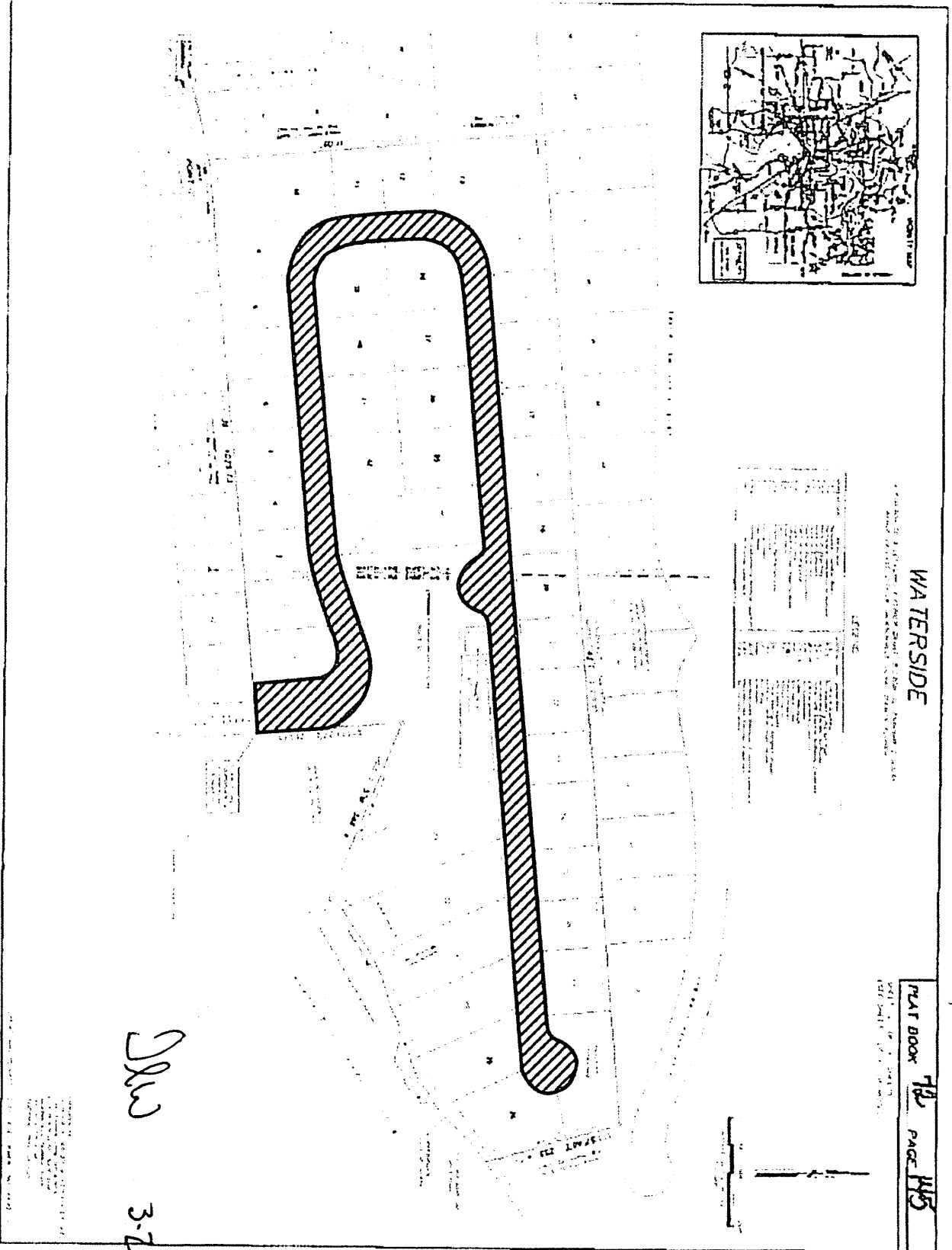
(Print) _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing was acknowledged before me this _____ day of _____, 2019 by _____, Managing Member, on behalf of **WATERSIDE AT SAN PABLO LLC**. Such person is personally known to me or produced _____ as identification.

NOTARY PUBLIC
State of Florida

EXHIBIT A



ALL OF HIDDEN OAKS LANE RIGHT-OF-WAY AS SHOWN ON THE
PLAT OF WATERSIDE AS RECORDED IN PLAT BOOK 72, PAGE 144,
OF THE CURRENT PUBLIC RECORDS IN DUVAL COUNTY, FLORIDA

DRW 3-7-19

2/16/2019
1:44:57 PM
11/11/2019
General Counsel

WATERSIDE
A REPORT OF A REPORTING AGENCY TO THE STATE OF CALIFORNIA
DATE OF REPORT: 02/16/2019
REPORTING AGENCY: [Redacted]

ACTION AND DISCUSSION
[Detailed report text describing the incident, including dates, times, and actions taken by the reporting agency and the state.]

REPORTING AGENCY CONTACT INFORMATION
Name: [Redacted]
Address: [Redacted]
City: [Redacted]
State: [Redacted]
Zip: [Redacted]
Phone: [Redacted]
Fax: [Redacted]
E-mail: [Redacted]

STATE CONTACT INFORMATION
Name: [Redacted]
Address: [Redacted]
City: [Redacted]
State: [Redacted]
Zip: [Redacted]
Phone: [Redacted]
Fax: [Redacted]
E-mail: [Redacted]

ADDITIONAL INFORMATION
[Additional notes and signatures, including dates and times.]

STATE OF CALIFORNIA
[Official state seal and signature lines for the reporting agency and the state.]