

Prepared by:

JEA, Real Estate Division
21 West Church Street (CC-6)
Jacksonville, Florida 32202

Project: _____

RE Parcel #: _____

**USE AND HOLD HARMLESS
AGREEMENT
(JEA Easement)**

This Use and Hold Harmless Agreement, ("Agreement") made this _____ day of _____, 20____, between _____, (_____) whose address is _____ and **JEA**, a body politic and corporate with offices at 21 West Church Street, Jacksonville, Florida 32202 ("JEA").

WITNESSETH:

WHEREAS, _____ is the owner of certain property which is subject to a certain easement held by JEA which easement is more particularly described on Exhibit "A" attached hereto and made a part hereof ("Easements"); and

WHEREAS, _____ intends to have ingress and egress over the property, and also intends to build and maintain a parking facility subject to the Easement.

WHEREAS, _____, for itself, its successors and assigns is willing to indemnify, defend and hold JEA harmless from damages and expenses which may be incurred as a direct or indirect result of such use and certain other conditions.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. JEA acknowledges and agrees that _____ may use the Easement shown on Exhibit "A" for and ingress and egress, and _____.

2. _____ acknowledges and agrees that JEA intends to make full utilization of the Easements for the express purpose of distributing electrical power and further agrees that JEA has installed or may construct or install certain additional facilities, including but not limited to the following:

- (a) single and/or double circuit overhead distribution facilities along the northerly and along the southerly edge of the Easements;
- (b) overhead communications cables which may be added to (a) above;
- (b) underground facilities including, but not limited to communication and electric cables and gas pipelines; and
- (d) any other structures or facilities as reasonably determined by JEA and within its rights granted via its Easement.

3. It is understood and agreed that ingress, egress, building or maintenance shall not interfere with JEA's use of the Easement. In the event of any such interference, _____ upon receipt of written notice from JEA, shall cause any such interference or obstruction to cease and make such modifications in the use of the Easement property as may be reasonably required to prevent such interference in the future.

4. _____, for itself, its successors and assigns as fee title holder of the property subject to the Easement, shall be responsible for the existence or storage of any hazardous substances, materials, or wastes by _____ or its lessee; as defined in 49 CFR 171-172, 40 CFR 260-265, 29 CFR 1910, 40CFR 302 and by any other federal, state or local law, rule or regulation. _____ for itself, its successors and assigns will pay, at _____'s sole expense and at no expense to JEA, the entire cost for removal or correction of any such waste, substance, material, or condition, created or caused by _____, its successors or assigns.

5. _____ shall hold harmless, indemnify and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of injury to persons, including, but not limited to death, or damage to property, arising out of or incidental to parking of vehicles and ingress and egress on Easement, unless due to or caused by gross negligence of JEA, its governing board, members, officers, employees, agents, successors or assigns.

6. _____ shall, at its own expense maintain _____ on the Easement in a good, safe and attractive condition.

7. _____ shall not install any improvements on the Easement without written permission from JEA.

8. Any notice, demand, or request required or authorized by this Agreement shall be deemed properly given if mailed postage prepaid, to JEA, 21 W. Church Street, CC-6, Jacksonville, Florida 32202, Attention: Donald L. Burch, Real Estate Director, in the case of JEA; and to _____; or to such other person as may be designated by either Party.

9. Any waiver at any time by JEA of its rights with respect to _____

or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.

IN WITNESS WHEREOF, _____ and JEA have caused these presents to be executed on the day and year first above written.

WITNESSES:

GRANTOR(S):

(print)_____

(print)_____

(print)_____

(print)_____

**STATE FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ and who is personally known to me or has produced _____ as identification and did/did not take an oath.

(print)_____
NOTARY PUBLIC
My commission expires:

Revised 06/23/2009
Use & Hold Harmless.doc