

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this ____ day of _____, 2025, by **Andre Land Holdings LLC.**, whose address is **5058 Knightbridge Circle North**, Jacksonville, Florida 32244 (“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 City right-of-way or easement areas pursuant to **CITY ORDINANCE 2025-_____**, a copy of which is attached hereto and incorporated by reference (the “Ordinance”), located near **RE# 001291-3110-0000** in **Council District 12** and established in the Official Public Records of Duval County, Florida at **Plat Book 3 Page 93**.

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 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, 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:**

GRANTOR:

(Sign) _____

By: _____

(Print) _____

Name:

Title:

(Sign) _____

(Print) _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

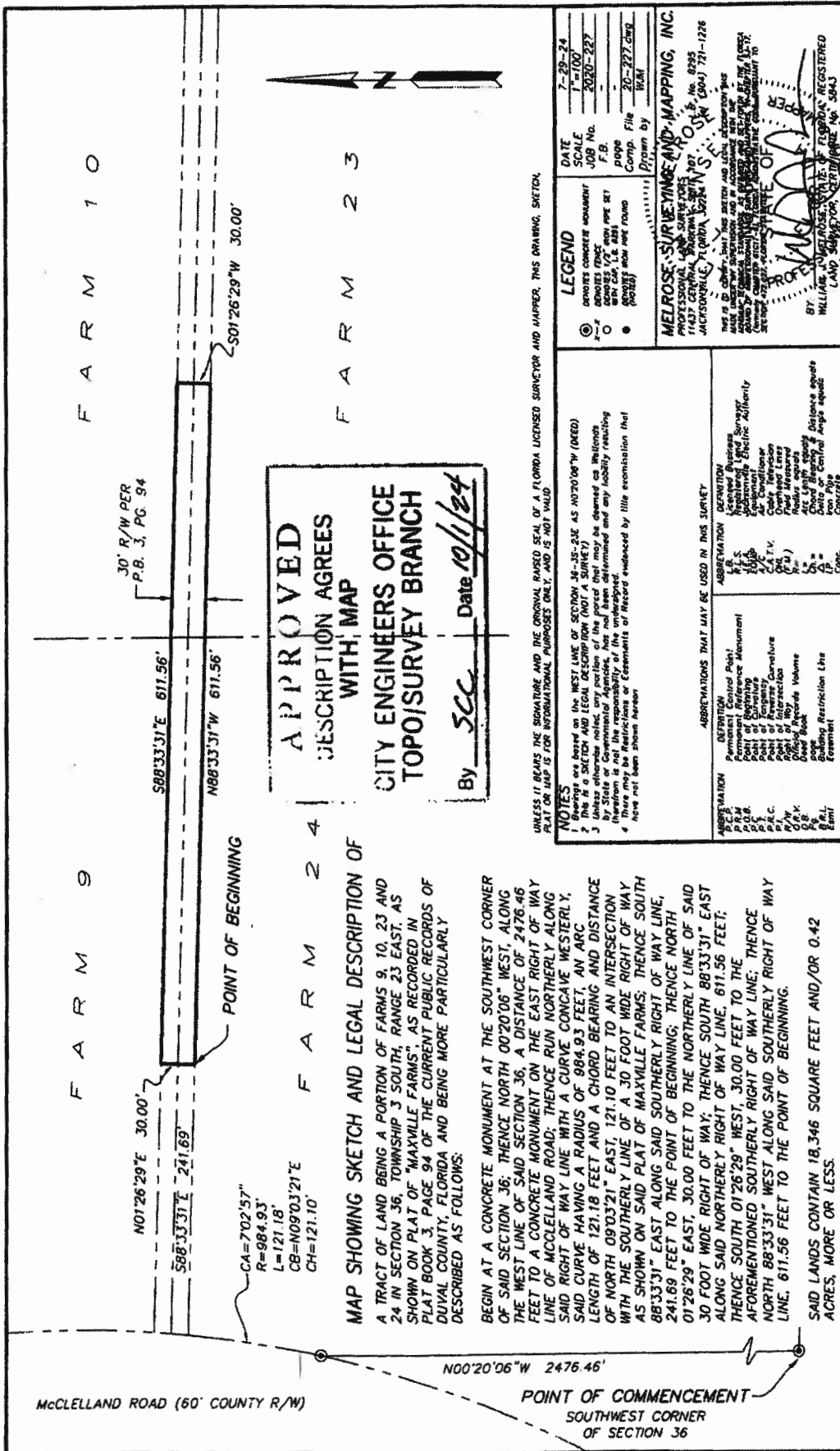
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2025, by _____.

{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 _____



McCLELLAND ROAD (60' COUNTY R/W)

N00°20'06"W 2476.46'

POINT OF COMMENCEMENT
SOUTHWEST CORNER
OF SECTION 36

F A R M 9

F A R M 10

30' R/W PER
P.B. 3, PG. 94

S01°26'29"W 30.00'

S88°33'31"E 611.56'

N88°33'31"W 611.56'

POINT OF BEGINNING

CA=702.57'
R=984.93'
L=121.18'
CB=N09°03'21"E
CH=121.10'

APPROVED
DESCRIPTION AGREES
WITH MAP
CITY ENGINEERS OFFICE
TOPOISURVEY BRANCH

By SCC Date 10/1/24

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A TRACT OF LAND BEING A PORTION OF FARMS 9, 10, 23 AND 24 IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 23 EAST, AS SHOWN ON PLAT OF "MAXVILLE FARMS", AS RECORDED IN PLAT BOOK 3, PAGE 94 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE NORTH 00°20'06" WEST, ALONG THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 2476.46 FEET TO A CONCRETE MONUMENT ON THE EAST RIGHT OF WAY LINE OF McCLELLAND ROAD; THENCE RUN NORTHERLY ALONG SAID RIGHT OF WAY LINE WITH A CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 984.93 FEET, AN ARC LENGTH OF 121.18 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 09°03'21" EAST, 121.10 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A 30 FOOT WIDE RIGHT OF WAY AS SHOWN ON SAID PLAT OF MAXVILLE FARMS; THENCE SOUTH 88°33'31" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 241.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°26'29" EAST, 30.00 FEET TO THE NORTHERLY LINE OF SAID 30 FOOT WIDE RIGHT OF WAY; THENCE SOUTH 88°33'31" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 611.56 FEET; THENCE SOUTH 01°26'29" WEST, 30.00 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 88°33'31" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 611.56 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 18,346 SQUARE FEET AND/OR 0.42 ACRES, MORE OR LESS.



F A R M 2 3

F A R M 2 4

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT VALID.

NOTES:
1. This sketch is based on the WEST LINE OF SECTION 36-35-23E AS N07°00'00"W (DEED)
2. This is a SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)
3. Unless otherwise noted, any portion of the parcel that may be claimed as interests by State or Governmental Agencies, has not been determined and any liability resulting therefrom shall be the responsibility of the owner.
4. There may be restrictions or Easements of Record evidenced by title examination that have not been shown herein.

LEGEND
 (C) denotes concrete monument
 (O) denotes fence
 (S) denotes 1/2" iron pipe set
 (X) denotes iron pipe set
 (M) denotes monument
 (R) denotes rock monument
 (B) denotes iron pipe set
 (L) denotes iron pipe set
 (D) denotes iron pipe set
 (E) denotes iron pipe set
 (F) denotes iron pipe set
 (G) denotes iron pipe set
 (H) denotes iron pipe set
 (I) denotes iron pipe set
 (J) denotes iron pipe set
 (K) denotes iron pipe set
 (L) denotes iron pipe set
 (M) denotes iron pipe set
 (N) denotes iron pipe set
 (O) denotes iron pipe set
 (P) denotes iron pipe set
 (Q) denotes iron pipe set
 (R) denotes iron pipe set
 (S) denotes iron pipe set
 (T) denotes iron pipe set
 (U) denotes iron pipe set
 (V) denotes iron pipe set
 (W) denotes iron pipe set
 (X) denotes iron pipe set
 (Y) denotes iron pipe set
 (Z) denotes iron pipe set

MELROSE SURVEYING AND MAPPING, INC.
 11437 CENTRAL AVENUE, SUITE 207, JACKSONVILLE, FLORIDA 32216
 PHONE: (904) 721-1228
 FAX: (904) 721-1228
 BY: [Signature]
 WILLIAM J. ROSE, STATE OF FLORIDA REGISTERED LAND SURVEYOR, LICENSE NO. 5843

ABBREVIATIONS THAT MAY BE USED IN THIS SURVEY
 A.C. = Acreage
 B.M. = Benchmark
 C.C. = Corner
 C.P. = Control Point
 C.T. = Contour
 C.V. = Curve
 D.B. = Dead Block
 D.I. = Distance
 E.A. = Elevation
 E.C. = Easement
 E.L. = Elevation
 F.C. = Fence
 G.C. = Grade
 H.C. = Height
 I.C. = Intersection
 I.L. = Intersection
 I.P. = Intersection
 L.C. = Line
 L.S. = Line
 L.T. = Line
 L.V. = Line
 M.C. = Monument
 M.P. = Monument
 M.S. = Monument
 M.T. = Monument
 M.V. = Monument
 N.C. = North
 N.E. = North
 N.S. = North
 N.W. = North
 P.C. = Point
 P.L. = Point
 P.M. = Point
 P.S. = Point
 P.T. = Point
 P.V. = Point
 R.C. = Road
 R.L. = Road
 R.S. = Road
 R.T. = Road
 R.V. = Road
 S.C. = Section
 S.L. = Section
 S.M. = Section
 S.T. = Section
 S.V. = Section
 T.C. = Town
 T.L. = Town
 T.M. = Town
 T.V. = Town
 U.C. = Unit
 U.L. = Unit
 U.M. = Unit
 U.V. = Unit
 V.C. = Volume
 V.L. = Volume
 V.M. = Volume
 V.V. = Volume
 W.C. = Width
 W.L. = Width
 W.M. = Width
 W.V. = Width
 X.C. = X
 X.L. = X
 X.M. = X
 X.V. = X
 Y.C. = Y
 Y.L. = Y
 Y.M. = Y
 Y.V. = Y
 Z.C. = Z
 Z.L. = Z
 Z.M. = Z
 Z.V. = Z