

**HOLD HARMLESS COVENANT**

This **Hold Harmless Covenant** is hereby granted this \_\_\_\_ day of \_\_\_\_\_, 2025, by **Millrose Properties Florida, LLC.**, whose address is **600 Brickell Ave. Ste. 1400, Miami, Florida 33131** ("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# 149166-0010** in **Council District 5** and established in **Official Records Book 6650 Page 1242** of the Current Public Records of Duval County, Florida.

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 \_\_\_\_\_

# EXHIBIT "A"

## SKETCH TO SHOW PROPOSED EASEMENT

A part of the Northwest  $\frac{1}{4}$  of Section 34, Township 3 South, Range 27 East, Duval County, Florida, and being more particularly described as a strip of land 10.0 feet in width, lying 10.0 feet Southerly of and abutting when measured at right angles to the following described line:

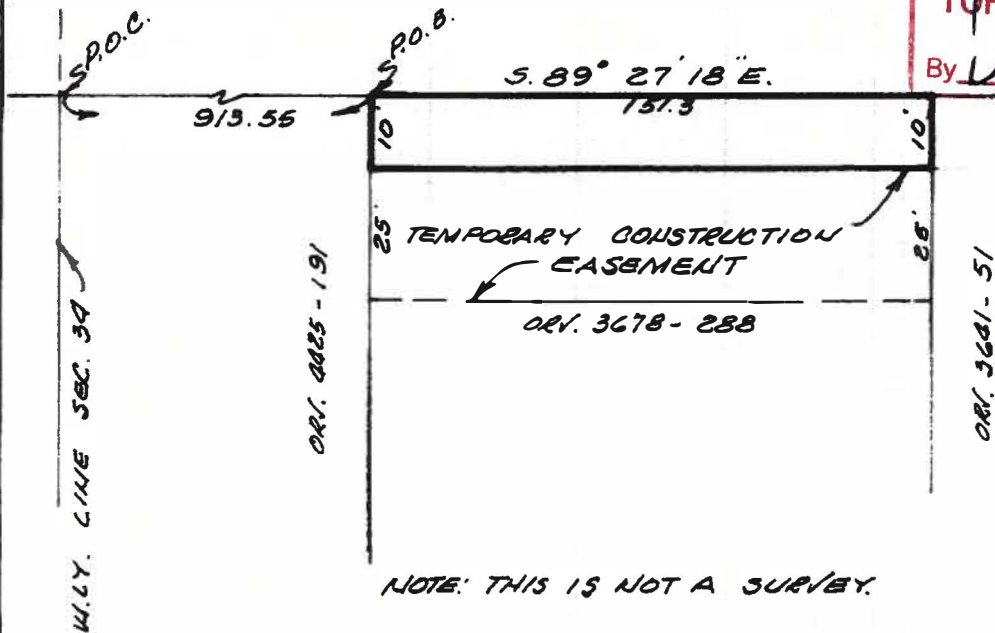
Commence at the intersection of the Westerly line of said Section 34 with the Southerly right-of-way line of Sunbeam Road; thence South  $89^{\circ} 27' 18''$  East along said right-of-way line a distance of 913.55 feet to the point of beginning of said line; thence continue South  $89^{\circ} 27' 18''$  East a distance of 151.3 feet to the point of terminus of said line.

Containing 1,513.0 square feet.

Together with a temporary construction easement 25.0 feet in width lying 25.0 feet Southerly of and abutting the Southerly line of the above described 10.0 foot wide strip of land. Excepting therefrom any portion of said 25.0 foot wide temporary construction easement that lies within 1.0 foot of the foundations of any existing buildings.

FOR REAL ESTATE

SUNBEAM (80' R/W) ROAD



APPROVED  
DESCRIPTION AGREES  
WITH MAP  
CITY ENGINEERS OFFICE  
TOPO/SURVEY BRANCH  
By [Signature] Date 6-23-88

NOTE: THIS IS NOT A SURVEY.

CERTIFICATION  
THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH COMPLIES WITH ALL OF THE REQUIREMENTS FOR MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA (RULE NO. 21-M-G, F.A.C. SEPTEMBER 10, 1981).

CITY OF JACKSONVILLE,  
FLORIDA

ENGINEERING DIVISION  
DEPARTMENT OF PUBLIC WORKS

LEGEND:

- ☐ CONCRETE MONUMENT
- X-X FENCE
- NAIL
- o IRON PIPE
- X CROSS CUT

Melvin E. McHarg 1-9-89  
LAND SURVEYOR NO. 3158, FLA.  
RM. 808, 220 E. BAY ST., 32202 (904) 830-1374

DATE: 12-20-88 SCALE: N.T.S.  
FILE NO. 47 JOB NO.: 30/7246/88