

EXHIBIT 2

**HOLD HARMLESS COVENANT**

This **Hold Harmless Covenant** is hereby granted this \_\_\_\_ day of \_\_\_\_\_, 2025, by **CRE-JDG BRIDLE CREEK OWNER LLC.**, whose address is **444 Seabreeze Boulevard Ste. 805, Daytona Beach, Florida 32118** ("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# 002286-5005** in **Council District 12** and established in the **Plat of Jacksonville Heights Improvement Company** as recorded in Official Public Records of Duval County, Florida at **Plat Book 5 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**

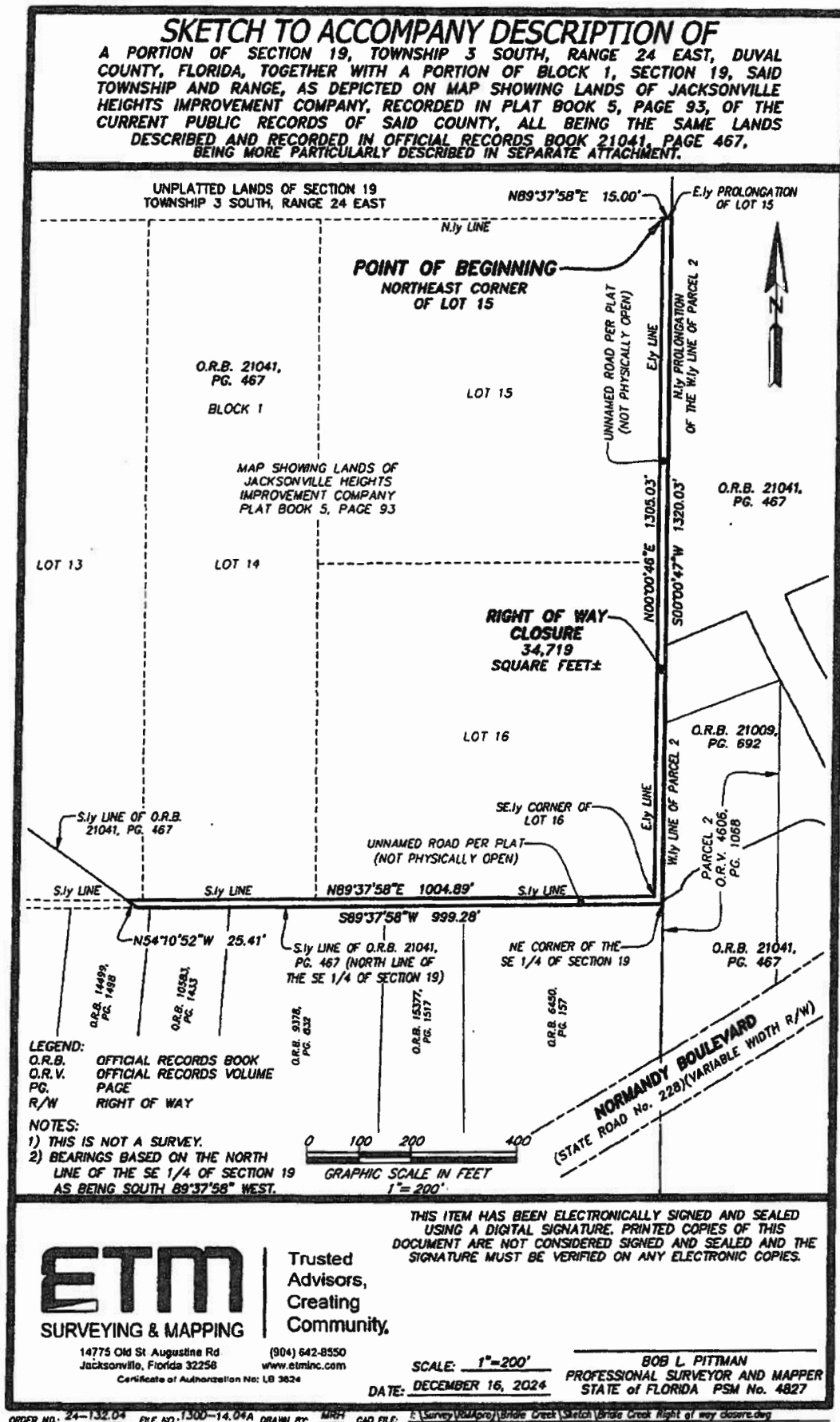
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2025, by \_\_\_\_\_.

[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 \_\_\_\_\_

# EXHIBIT A





December 16, 2024

Work Order No. 24-132.04

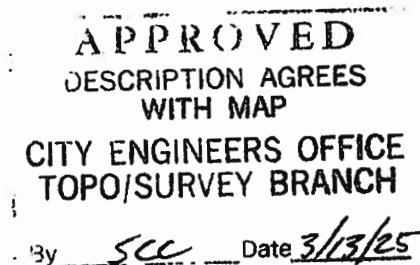
File No. 130D-14.04A

**Right of Way Closure**

A portion of Section 19, Township 3 South, Range 24 East, Duval County, Florida, together with a portion of Block 1, Section 19, said Township and Range, as depicted on Map Showing Lands of Jacksonville Heights Improvement Company, recorded in Plat Book 5, page 93, of the current Public Records of said County, all being the same lands described and recorded in Official Records Book 21041, page 467, being more particularly described as follows:

For a Point of Beginning, commence at the Northeast corner of Lot 15, said Block 1, Map Showing Lands of Jacksonville Heights Improvement Company; thence North  $89^{\circ}37'58''$  East, along the Easterly prolongation of the Northerly line of said Lot 15, a distance of 15.00 feet to its intersection with the Northerly prolongation of the Westerly line of Parcel 2, as described and recorded in Official Records Volume 4606, page 1068, of said current Public Records; thence South  $00^{\circ}00'47''$  West, along said Northerly prolongation and along said Westerly line of Parcel 2, a distance of 1320.03 feet to the Northeast corner of the Southeast one-quarter of said Section 19, said corner lying on the Southerly line of said Official Records Book 21041, page 467; thence South  $89^{\circ}37'58''$  West, along said Southerly line, said line also being the North line of said Southeast one-quarter of Section 19, a distance of 999.28 feet; thence North  $54^{\circ}10'52''$  West, departing said North line and continuing along said Southerly line, 25.41 feet to its intersection with the Southerly line of Lot 13, said Block 1, Map Showing Lands of Jacksonville Heights Improvement Company; thence North  $89^{\circ}37'58''$  East, departing said Southerly line of said Official Records Book 21041, page 467 and along the Southerly lines of Lots 13, 14 and 16, said Block 1, Map Showing Lands of Jacksonville Heights Improvement Company, 1004.89 feet to the Southeasterly corner of said Lot 16; thence North  $00^{\circ}00'46''$  East, along the Easterly line of said Lot 16 and along the Easterly line of said Lot 15, a distance of 1305.03 feet to the Point of Beginning.

Containing 34,719 square feet, more or less.



Jacksonville | Orlando | Ormond Beach