

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this _____ day of _____, 2025, by **Genuine Giants, LLC.**, whose address is **8555 Plummer Road, Jacksonville, Florida 32219** ("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# 002604-1000** in **Council District 8** and established in the **Plat of North Dinsmore Farms** as recorded in Official Public Records of Duval County, Florida at **Plat Book 6 Page 74**.

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:**

(Sign) _____

(Print) _____

(Sign) _____

(Print) _____

GRANTOR:

By: _____

Name: _____

Title: _____

**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"

Re-survey of Block No. 4
North Dinsmore Farms
March 3, 1916
Plat Book 6 Page 74

N A P

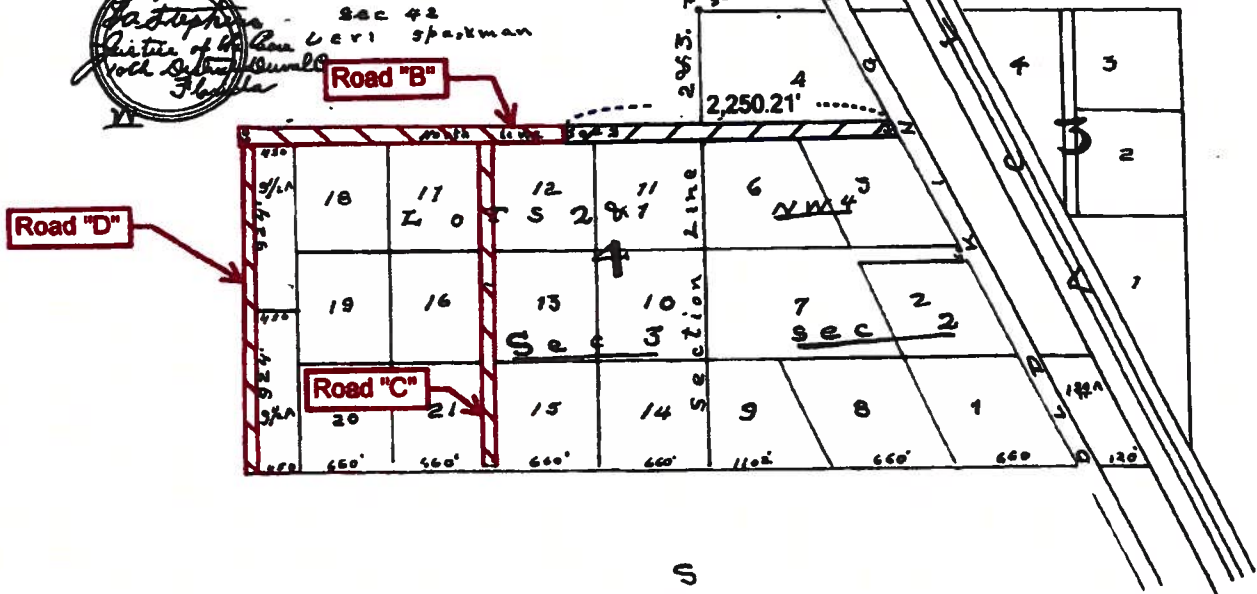
Showing Re-Survey
of Block No. 4 of H.C. Melzers
Survey of the North Dinsmore Farms
For E.C. Pickett In Sections Nos. 2 and 3 T. 1 S. R. 25 E.
Surveyed Feb'y 25th 1916 By James M. Baum

This is to certify that E.C. Pickett is the original
owner and now part owner of the lands
described in the Caption of this Plat
That I have caused the same to be surveyed
and subdivided and that this plat
correctly shows such subdivision
done to and submitted
this March 3 1916. E.C. Pickett

James M. Baum
Surveyor
Sec 42
L. C. Sparkman
Recorder of Duval County
Florida



PORTION OF FARM
ROAD CLOSED PER
ORDINANCE 2007-813-E
ORB 14077 PG. 1187



Filed and recorded in the Public Records
of Duval County Florida this 6th day of
March A.D. 1916. In Plat Book Number 6, Page 74
Record verified.

Frank Brown Clerk.
by L. F. Vignier, E. Deputy Clerk.

TOWNSHIP 1 SOUTH
RANGE 25E

1

**Descriptions of Un-monumented, Unimproved Platted Farm Roads
Affecting the Properties of
Congaree and Penn and Genuine Giants, LLC
All being parts of the Northwest Quarter of Section 2 and the North Half of Section 3
Township 1 South, Range 25 East
Duval County, Florida**

**All as being shown on
Map Showing Re-survey of
Block No. 4 of H.C. Melzers Survey of the North Dinsmore Farms
Dated March 3, 1916
Recorded in Plat Book 6 at Page 74
In the Official Records of Duval County, Florida**

Road "B"

A sixty-foot (60') wide platted, un-monumented, unimproved farm access road as shown on the above referenced plat, lying in the North Half of Section 3, Township 1 South, Range 25 East. Commence at a point in the Northwest Quarter of Section 2, Township 1 South, Range 25 East on the westerly right-of-way line of Old Kings Road, said point being the southeasterly corner of Farm 4 as shown on the above referenced plat of Block No. 4, North Dinsmore Farms, and run thence westerly through said Northwest Quarter of Section 2, between the northerly lines of Farms 3 and Gand the

southerly line of said Farm 4, and continuing west, south of and adjacent to the northerly line of said Section 3 (said line also being the southerly line of Section 42, Township 1 South, Range 25 East), and along the northerly lines of Farm 11, and a portion of Farm 12, for a total distance of 2,250.21 feet to the westerly line of Ordinance 2007-613-E Closing and Abandoning, and/or Disclaiming, a portion of said 60' right-of-way and the Point of Beginning; thence continue in a westerly direction south of and adjacent to the aforesaid northerly line of said Section 3, along the northerly lines of Farms 12, 17, and 18, and an additional 450 feet along the northerly line of a westerly 9 ½ acre, un-numbered farm allocation, as shown on said plat of North Dinsmore Farms.

Road "C"

A sixty-foot (60') wide platted, un-monumented, unimproved farm access road as shown on the above referenced plat, lying in the Northeast Quarter of Section 3, Township 1 South, Range 25 East, and being on the common line of the original Farms 2 and 1 of said Quarter Section, beginning for the same on the southerly line of the Northeast Quarter of said Section 3, and running thence northerly between the westerly lines of Farms 15, 13, and 12, and the easterly lines of Farms 21, 16, and 17, to the northerly line of said Section 3, as shown on said plat.

Road "D"

A sixty-foot (60') wide platted, un-monumented, unimproved farm access road as shown on the above referenced plat, lying in the Northwest Quarter of Section 3, Township 1 South, Range 25 East, beginning for the same on the southerly line of the Northwest Quarter of said Section 3, and running thence northerly along the westerly line of two 9 ½ acre, un-numbered farm allocations to the northerly line of said Section 3, as shown on said plat.



Our Site Set on the Future.



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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"
Re-survey of Block No. 4
North Dinsmore Farms
March 3, 1916
Plat Book 6 Page 74

M A P


Showing Re-Survey
 of Block No 4 of H.C. Meizers
 survey of the North Dinsmore Farms
 For E.C. Pickett In Sections No. 2 and 3 T. 1 S. R. 25 E.
 Surveyed Feb'y 25th 1916 By James M. Dancy

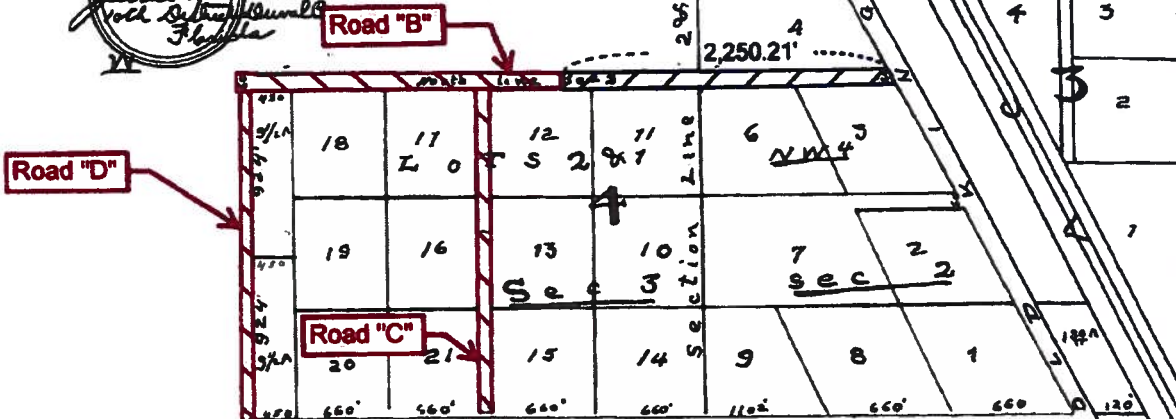
This is to certify that E.C. Pickett is the original
 owner and now part owner of the lands
 described in the Caption of this Plat
 that I have caused the same to be surveyed
 and subdivided and that this plat
 correctly shows such subdivision

Done and submitted *E.C. Pickett*
 this March 3 1916.

James M. Dancy
 Sec 42
 Justice of the Peace
 Vol. 20th Duval Co.
 Florida




 = PORTION OF FARM
 ROAD CLOSED PER
 ORDINANCE 2007-613-E
 ORB 14077 PG. 1187



Filed and recorded in the Public Records
 of Duval County Florida this 6th day of
 March A.D. 1916 in Plat Book Number 6, Page 74
 Record verified.

Frank Brown Clerk
 by *L. F. Vassiere* Deputy Clerk.

TOWNSHIP 1 SOUTH
RANGE 25E

①

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Affecting the Properties of
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All being parts of the Northwest Quarter of Section 2 and the North Half of Section 3
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**All as being shown on
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Dated March 3, 1916
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southerly line of said Farm 4, and continuing west, south of and adjacent to the northerly line of said Section 3 (said line also being the southerly line of Section 42, Township 1 South, Range 25 East), and along the northerly lines of Farm 11, and a portion of Farm 12, for a total distance of 2,250.21 feet to the westerly line of Ordinance 2007-613-E Closing and Abandoning, and/or Disclaiming, a portion of said 60' right-of-way and the Point of Beginning; thence continue in a westerly direction south of and adjacent to the aforesaid northerly line of said Section 3, along the northerly lines of Farms 12, 17, and 18, and an additional 450 feet along the northerly line of a westerly 9 ½ acre, un-numbered farm allocation, as shown on said plat of North Dinsmore Farms.

Road "C"

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Our Site Set on the Future.



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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.

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**Signed and Sealed
in Our Presence:**

GRANTOR:

By: _____
Name: _____
Title: _____

(Sign) _____
(Print) _____
(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 _____

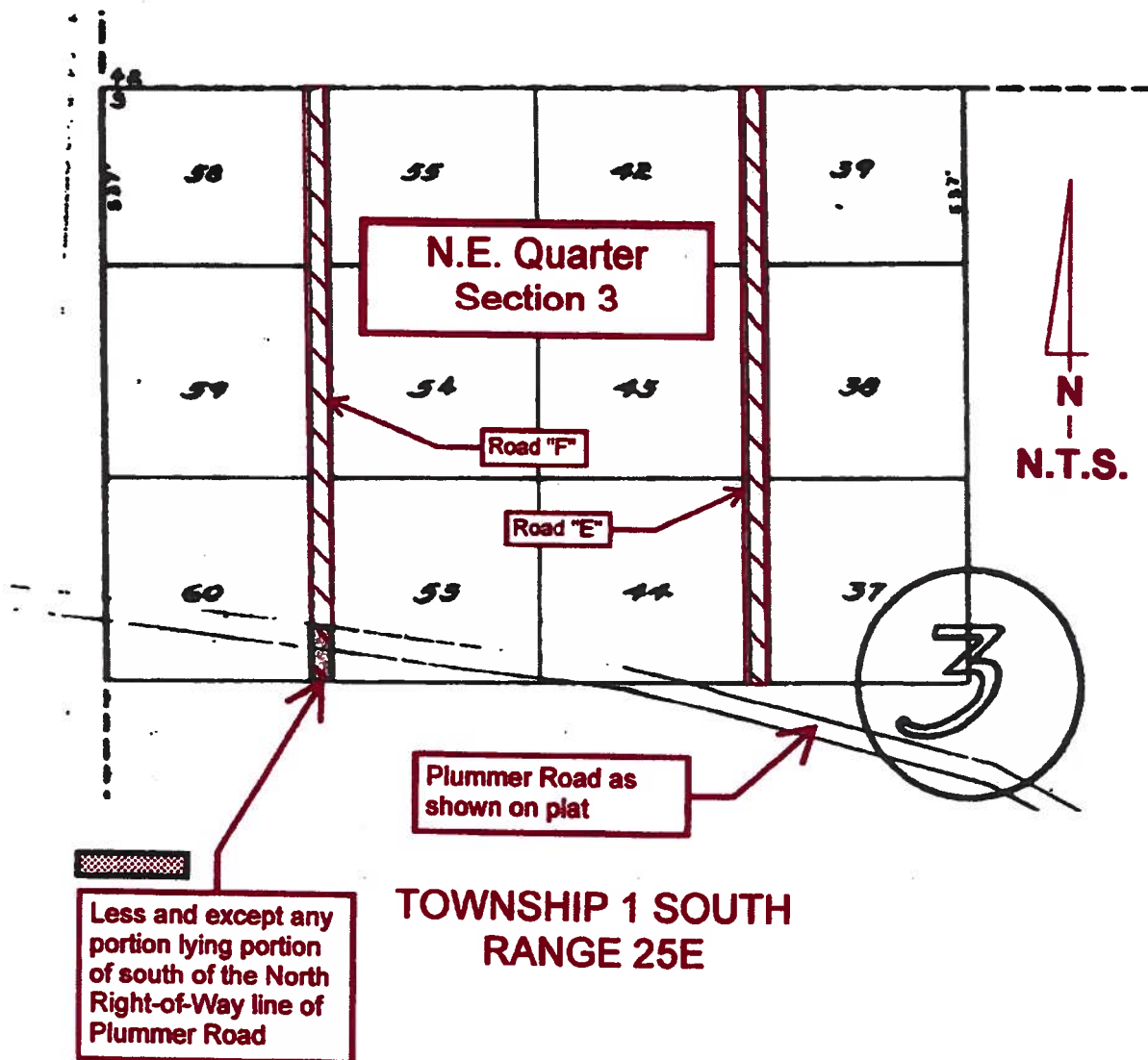
Exhibit "B"
 Map of Dinsmore, Dinsmore Plots
 and the Dinsmore Farms
 Plat by Robert M. Angus
 August 1933
 (Unrecorded)

MAP OF
DINSMORE,
DINSMORE PLOTS
 AND
THE DINSMORE FARMS.

Duval County, Florida

This map prepared August 1933 under the direction of
 Robert M. Angus
 Civil Engineer
 401 Hildebrandt Bldg.
 Jacksonville, Florida

The Dinsmore Company Inc.
 Jacksonville, Florida



2

**Descriptions of Un-monumented, Unimproved Platted Farm Roads
Affecting the Properties of
Congaree and Penn
All being part of the Northwest Quarter of Section 3
Township 1 South, Range 25 East
Duval County, Florida**

**All as being shown on
Map of
Dinsmore, Dinsmore Plots and the Dinsmore Farms
Prepared August, 1933
Under the direction of Robert M. Angus
(Unrecorded)**

Road "E"

A sixty-foot (60') wide platted, un-monumented, unimproved farm access road as shown on the above referenced plat, lying within the Northwest Quarter of Section 3, Township 1 South, Range 25 East, beginning for the same on the southerly line of said Northwest Quarter and running thence northerly between the west lines of Farms 37, 38, and 39 and the east lines of Farms 44, 43, and 42, to the northerly line of said Northwest Quarter, as shown on said plat.

Road "F"

A sixty-foot (60') wide platted, un-monumented, unimproved farm access road as shown on the above referenced plat, lying within the Northwest Quarter of Section 3, Township 1 South, Range 25 East, beginning for the same on the southerly line of said Northwest Quarter and running thence northerly between the west lines of Farms 53, 54, and 55 and the east lines of Farms 60, 59, and 58, to the northerly line of said Northwest Quarter, as shown on said plat, less and except any portion thereof lying south of the North Right-of-way line of Plummer Road..



Our Site Set on the Future.



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(Print) _____

(Sign) _____

(Print) _____

GRANTOR:

By: _____

Name: _____

Title: _____

**STATE OF FLORIDA
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[Signature of Notary Public-State of Florida]

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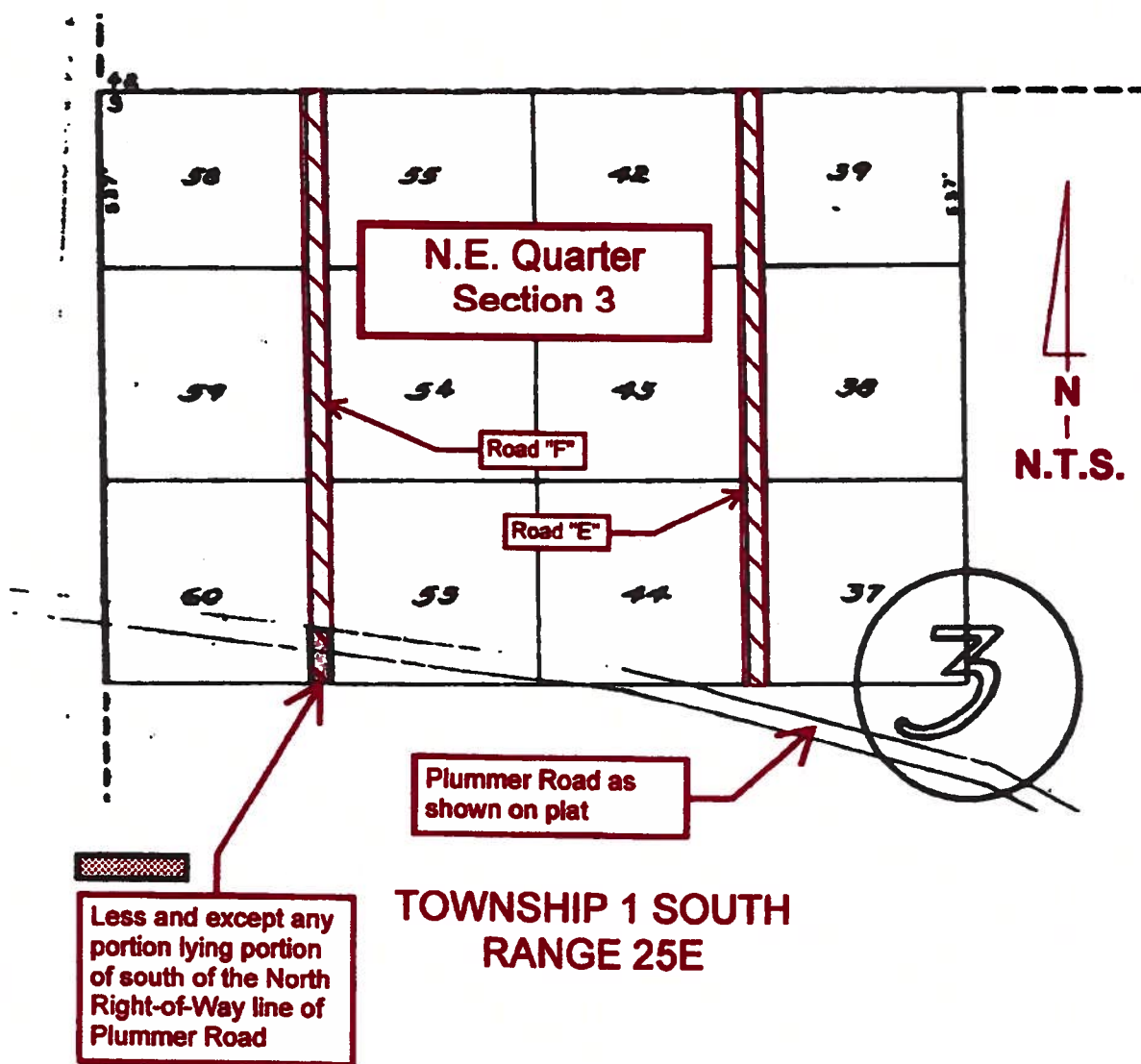
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Plat by Robert M. Angus
August 1933
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MAP OF
DINSMORE,
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AND
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Duval County, Florida.

This map prepared August 1933 under the direction of
Robert M. Angus
Civil Engineer
401 Hildebrandt Bldg.
Jacksonville, Florida.

The Dinsmore Company Inc.
Jacksonville, Florida



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