

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this ____ day of _____, 202____, by **THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES**, a public body corporate of the State of Florida, whose address is 1 UNF Drive, Jacksonville, Florida, and **THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, a state agency, with delegated authority from, and on behalf of **THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND** (“Grantors”) 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”).

THE UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES is the lessee under a Sublease from the Board of Trustees of the Internal Improvement Trust Fund dated October 7, 1971, as amended, the term of which is scheduled to expire on October 6, 2070. The Board of Trustees of the Internal Improvement Trust Fund is the fee simple owner of the real property leased to Grantor that is affected by this closure and/or abandonment. Lessee does not have authority to bind to any obligation The Board of Trustees of the Internal Improvement Trust Fund or the State of Florida.

IN CONSIDERATION for the closure and/or abandonment of City right-of-way or easement areas pursuant to **CITY ORDINANCE** _____, a copy of which is attached hereto and incorporated by reference (the “Ordinance”), located near **RE#** ____ in Council District ____ and established in the Official Public Records of Duval County, Florida at _____.

If, but only if, and to the full extent permitted in compliance with Florida law, 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. For the full term of Grantor’s leasehold interest, 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 the Jacksonville Electric Authority (“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, if, but only if, and to the full extent permitted in compliance with Florida law, 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 if and to the full extent permitted in compliance with Florida law.

Any representation, warranty, or assertion that Grantors have the legal authority to hold harmless, indemnify, or defend City is expressly denied and disclaimed by Grantors based upon the limitations imposed on indemnification by governmental entities by applicable Florida law, as interpreted by the Attorney General of the State of Florida.

**Signed and Sealed
in Our Presence:**

(Sign) _____

(Print) _____

(Sign) _____

(Print) _____

(Sign) _____

(Print) _____

(Sign) _____

(Print) _____

**GRANTORS:
The University of North Florida Board of Trustees**

By: _____

Name: Scott Bennett

Title: Vice President, The University of North Florida

**THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION**, a state agency, with delegated authority from, and on
behalf of **THE BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND**

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 _____ 202__, 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 _____

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 202__, 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 _____

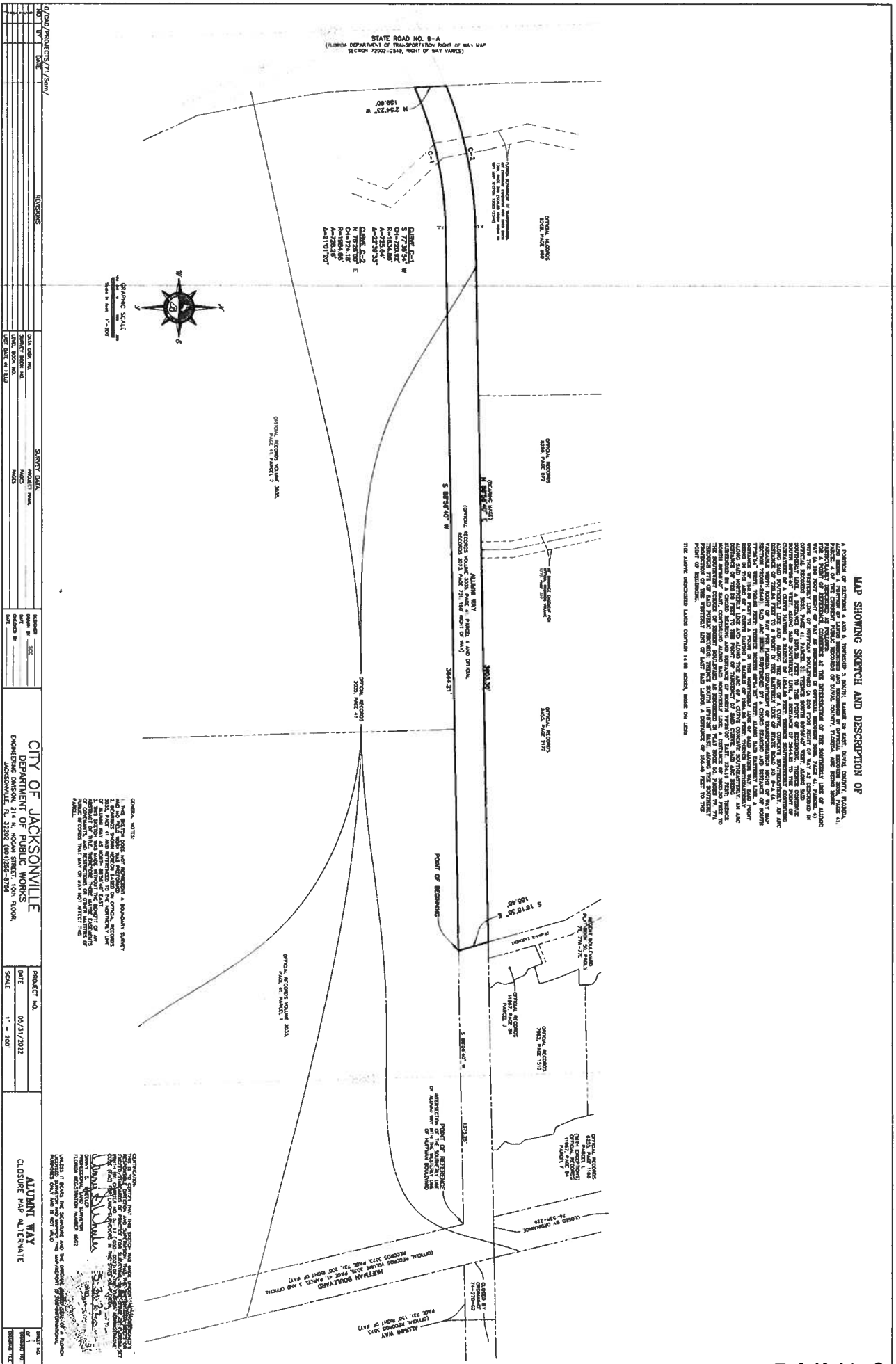
MAP SHOWING SKETCH AND DESCRIPTION OF

A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 16 EAST, NEAL COUNTY, NEBRASKA.

THIS MAP IS A SKETCH AND DESCRIPTION OF THE PORTION OF SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 16 EAST, NEAL COUNTY, NEBRASKA, AS SHOWN ON THE ORIGINAL RECORDS OF THE COUNTY RECORDS OF NEBRASKA, AND AS SHOWN ON THE ORIGINAL RECORDS OF THE COUNTY RECORDS OF NEBRASKA, AND AS SHOWN ON THE ORIGINAL RECORDS OF THE COUNTY RECORDS OF NEBRASKA.

THE MAP SHOWS THE PORTION OF SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 16 EAST, NEAL COUNTY, NEBRASKA, AS SHOWN ON THE ORIGINAL RECORDS OF THE COUNTY RECORDS OF NEBRASKA, AND AS SHOWN ON THE ORIGINAL RECORDS OF THE COUNTY RECORDS OF NEBRASKA, AND AS SHOWN ON THE ORIGINAL RECORDS OF THE COUNTY RECORDS OF NEBRASKA.

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REGIONS		STAKE DATA		ADDRESS		PRODUCT NO.	
NO.	DATE	SURVEY	MARK	NO.	SEC.	NO.	NO.
1	06/21/2022	ALTIMONT WAY	MARK	1	18	1	1
2	06/21/2022	ALTIMONT WAY	MARK	2	18	2	2
3	06/21/2022	ALTIMONT WAY	MARK	3	18	3	3
4	06/21/2022	ALTIMONT WAY	MARK	4	18	4	4
5	06/21/2022	ALTIMONT WAY	MARK	5	18	5	5

CITY OF JACKSONVILLE
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION, 714 N. HODSON STREET, 10th FLOOR
 JACKSONVILLE, CO 80521 (303) 752-5750

ADJUNCT WAY
 CLAUDE W. WILSON, ALTERNATE

DATE: 06/21/2022
 SCALE: 1" = 200'

EXHIBIT "A"

A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 3035, PAGE 41, PARCEL 4 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY LINE OF ALUMNI WAY (A 150 FOOT RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS 3035, PAGE 41, PARCEL 4) WITH THE WESTERLY LINE OF HUFFMAN BOULEVARD (A 200 FOOT RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS 3035, PAGE 41, PARCEL 3); THENCE SOUTH 88°56'40" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1375.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°56'40" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 3644.21 TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 1834.86 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID SOUTHERLY LINE AND ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY, AN ARC DISTANCE OF 725.64 FEET TO A POINT IN THE EASTERLY LINE OF STATE ROAD NO. 9-A (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72002-2549), SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°36'54" WEST, 720.92 FEET; THENCE NORTH 02°54'23" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 159.60 FEET TO A POINT IN THE NORTHERLY LINE OF SAID ALUMNI WAY, SAID POINT BEING IN THE ARC OF A CURVE HAVING A RADIUS OF 1984.86 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHERLY LINE AND ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, AN ARC DISTANCE OF 726.26 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 78°26'00" EAST, 724.18 FEET; THENCE NORTH 88°56'40" EAST, CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 3603.30 FEET TO THE SOUTHWEST CORNER OF REGENT BOULEVARD AS RECORDED IN PLAT BOOK 50, PAGES 77, 77A THROUGH 77E OF SAID PUBLIC RECORDS; THENCE SOUTH 16°18'38" EAST, ALONG THE SOUTHERLY PROJECTION OF THE WESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 155.48 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 14.98 ACRES, MORE OR LESS.

APPROVED
DESCRIPTION OF LOTS
WITH MAP
CITY ENGINEERS OFFICE
TOPO/SURVEY BRANCH
By SCC Date 6/24/02