

**HOLD HARMLESS COVENANT**

This **Hold Harmless Covenant** is hereby granted this \_\_\_\_ day of \_\_\_\_\_, 2022, by **1650 W 2<sup>nd</sup> ST LLC**, whose address is 730 NE 170<sup>th</sup> Street, North Miami Beach, Florida 33162 (“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 \_\_\_\_\_**, a copy of which is attached hereto and incorporated by reference (the “Ordinance”), located near **RE# 076547-0000** in Council District 9 and established in the Official Public Records of Duval County, Florida at **Plat Book 3 Page 81**.

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 person: (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 \_\_\_\_\_, 2022, by \_\_\_\_\_.

{NOTARY SEAL}

\_\_\_\_\_  
[Signature of Notary Public-State of Florida]  
[Name of Notary Typed, Printed, or Stamped]

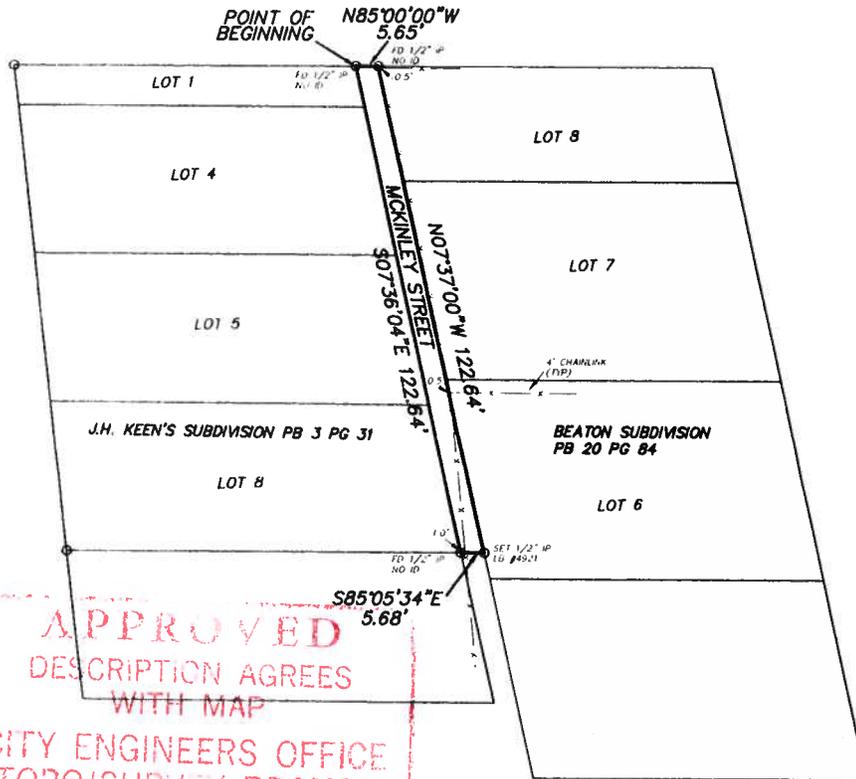
Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

# MAP SHOWING BOUNDARY SURVEY OF

A PORTION OF MCKINLEY STREET AS SHOWN ON MAP OF J.H. KEEN'S SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 81 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 2ND STREET (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), WITH THE EASTERLY BOUNDARY LINE OF SAID J.H. KEEN'S SUBDIVISION; THENCE SOUTH 07°36'04" EAST ALONG SAID EASTERLY BOUNDARY OF SAID J.H. KEEN'S SUBDIVISION, A DISTANCE OF 122.64 FEET TO THE SOUTHEASTERLY CORNER OF LOT 8 OF SAID J.H. KEEN'S; THENCE SOUTH 85°05'34" EAST, A DISTANCE OF 5.68 FEET TO ITS INTERSECTION OF THE WESTERLY BOUNDARY LINE OF BEATON SUBDIVISION AS RECORDED IN PLAT BOOK 20, PAGE 84 OF DUVAL COUNTY, FLORIDA; THENCE NORTH 07°37'00" WEST ALONG SAID WESTERLY BOUNDARY LINE OF SAID BEATON SUBDIVISION, A DISTANCE OF 122.64 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WEST 2ND STREET; THENCE NORTH 85°00'00" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5.65 FEET TO THE POINT OF BEGINNING.

## WEST 2ND STREET (50 FOOT R/W)



**APPROVED**  
DESCRIPTION AGREES  
WITH MAP  
CITY ENGINEERS OFFICE  
TOPO/SURVEY BRANCH  
SCC Date 9/9/21

CERTIFIED FOR: ASHER LEVY

THE PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN FLOOD HAZARD ZONE X AS SCALED FROM FLOOD INSURANCE RATE MAP 358 FOR DUVAL COUNTY, FLORIDA, DATED 11-02-2018 AND IS SHOWN AS A COURTESY ONLY AND DOES NOT CONSTITUTE A CERTIFICATION OF SAME.

**TRI-STATE LAND SURVEYORS, INC.**  
5875 MINING TERRACE #209, JACKSONVILLE, FLORIDA 32257 (904) 880-2535

- CM LEGEND
- IP CONC. MON
- IP IRON PIPE
- RB REBAR
- R/W RIGHT-OF-WAY
- S/W SIDEWALK
- D/W DRIVEWAY
- COV. COVERED AREA
- ⊕ CENTERLINE
- A/C AIR CONDITIONING PAD
- (R) RADIAL DISTANCE
- CONC. CONCRETE
- ESM'T EASEMENT
- B.R.L. BUILDING RESTRICTION LINE
- PC POINT OF CURVE
- PT POINT OF TANGENCY

BEARINGS BASED ON R/W LINE AS SHOWN.

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS SURVEY BASED UPON DESCRIPTION AS FURNISHED, AND WITHOUT BENEFIT OF A TITLE BINDER/ABSTRACT OF TITLE AND/OR DEED RESEARCH.

SCALE: 1"=30'

GLENN M. BROADSTREET, P.S.M. NO. 5814

FIELD WORK DATE: 4-21-2021

SIGNATURE DATE: 7-08-2021

*Glenn M. Broadstreet*  
REGISTERED SURVEYOR AND MAPPER,  
STATE OF FLORIDA (LB #4921)

