

HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this ____ day of _____, 202_, by KB Home Jacksonville LLC, whose address is 10990 Wilshire Boulevard, 7th floor, Los Angeles, California 90024, a foreign limited liability company, ("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 Duval Street West, 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 within RE# 016391-0110 in Council District 12 and established and described in Deed Book 977, Page 76, Deed Book 977, Page 260, Deed Book 1006, Page 141 and shown on the R/W Transfer Map transferring Branan Field Road from the Florida Department of Transportation to the City of Jacksonville, recorded in Map Book D, Page 5 of the 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 (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) _____

(Sign) _____

(Print) _____

(Print) _____

Its Managing Member

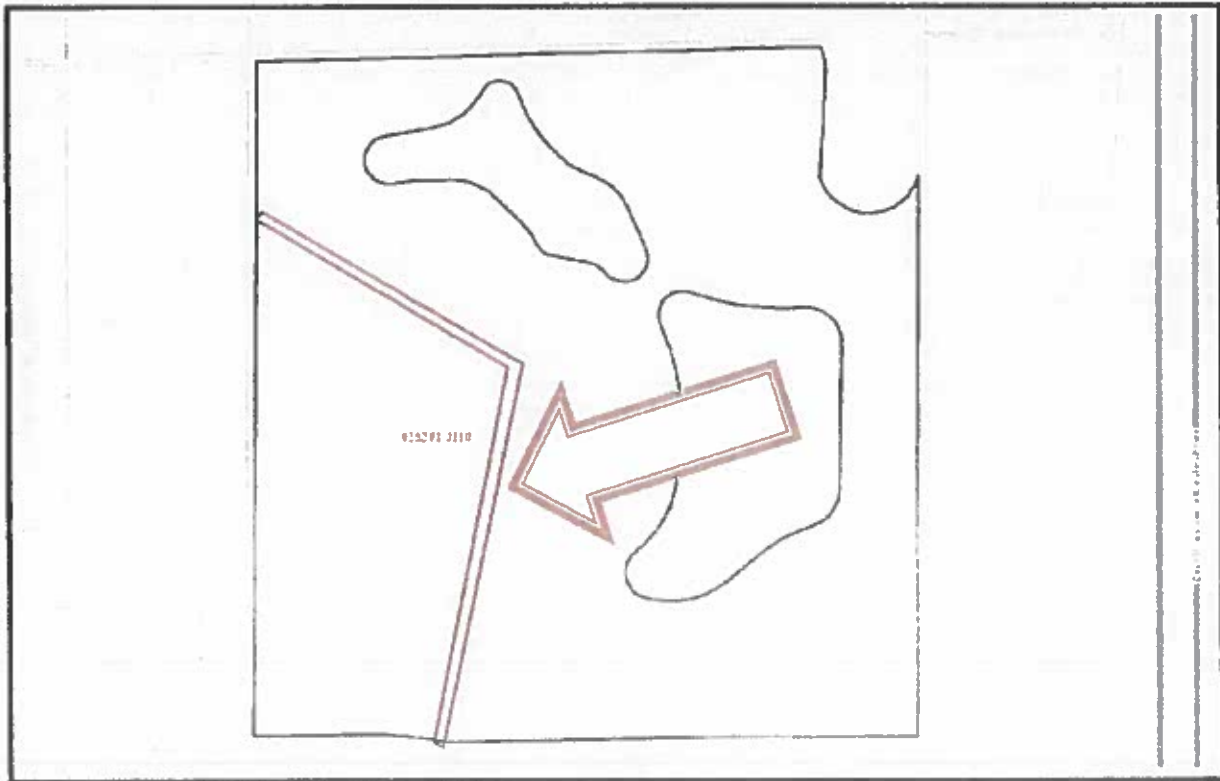
(Sign) _____

(Print) _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing was acknowledged before me this _____ day of _____, 202_ by _____, Managing Member, on behalf of KB HOME JACKSONVILLE LLC. Such person is personally known to me or produced _____ as identification.

**NOTARY PUBLIC
State of Florida**



Drainage Easement Closure

That certain Drainage Easement (Lateral Ditch Easement) as described in Deed Book 977, Page 76, Deed Book 977, Page 260, Deed Book 1006, Page 141 and shown on the R/W Transfer Map transferring Branam Field Road from the FDOT to the City of Jacksonville, recorded in Map Book D, Page 5 of the Public Records of Duval County, Florida, said Easement lying left of and northerly of centerline station 97+50 as shown on said R/W Transfer Map.

EXHIBIT "A"

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APPROVED	
DESCRIPTION AGREES WITH MAP	
CITY ENGINEERS OFFICE TOPO/SURVEY BRANCH	
By <u>WJA</u>	Date <u>8/5/21</u>