

REPORT OF THE PLANNING AND DEVELOPMENT DEPARTMENT
APPLICATION FOR WAIVER OF MINIMUM REQUIRED ROAD FRONTAGE

DECEMBER 6, 2022

Location: 0 Bernard Road
Between Bernard Road and Wade Road

Real Estate Number(s): 106220-0000

Waiver Sought: Reduce Required Minimum Road Frontage from 35 feet to 0 feet.

Present Zoning: Planned Unit Development (PUD)

Proposed Zoning: Recreation and Open Space (ROS)

Current Land Use Category: Rural Residential (RR)

Proposed Land Use Category: Recreation and Open Space

Planning District: North, District 6

Owner: Chessed Realty LLC
1340 S Ocean Boulevard, APT 1605
Jacksonville, Florida 33062

Agent: Driver, McAfee, Hawthorne & Diebenow
1 Independent Drive, Suite 1200
Jacksonville, Florida. 32202

Staff Recommendation: **APPROVE**

GENERAL INFORMATION

Application for Waiver of Minimum Required Road Frontage Ordinance **2022-0792 (WRF-22-27)** seeks to reduce the minimum required road frontage from 35 feet to 0 feet to allow for an existing Paintball Facility to operate on the subject site. The Waiver is a companion to two proposed Rezoning, and Land Use Category applications (**2022-0545** and **2022-0546**). The two application are both seeking to change the categories to ROS respectively, and the department is recommending approval for each item.

DEFINITION

According to Section 656.1601 of the Zoning Code, the term “*Waiver* means a relaxation of the Zoning Code minimum distance requirements for liquor license locations... and for minimum street frontage, pursuant to Section 656.407. Waivers are authorized to be granted by the Commission pursuant to the criteria set forth in Section 656.133(b)” [of the Zoning Code].

STANDARDS, CRITERIA AND FINDINGS

Pursuant to the provisions of Section 656.133 of the Zoning Code, a waiver for minimum required street frontage may be granted if the City Council makes a positive finding based on substantial, competent evidence that the application meets all of the following criteria:

- (i) *Are there any practical or economic difficulties in carrying out the strict letter of the regulation?*

Yes. There are practical and economic difficulties in carrying out the strict letter of the zoning code. The subject site is Landlocked and is accessed by a JEA Power line easement. A copy of the Easement agreement is included in the application.

- (ii) *Is the request based exclusively upon the desire to reduce the cost of developing the site or to circumvent the requirements of Chapter 654 (Code of Subdivision Regulations)?*

No. The applicant is seeking to continue the ongoing operation of a Paintball Shooting Facility. The proposed request will not alter the cost of developing the site as no permanent structures are proposed with the use.

- (iii) *Will the proposed waiver substantially diminish property values in, or alter the essential character of, the area surrounding the site and will the waiver substantially interfere with or injure the rights of others?*

No. The subject site is secluded behind a Power Line Easement and separated from the closest single family neighborhood by a fence and Storm water Runoff pond. The proposed waiver will not alter or interfere with the nearby residential properties.

- (iv) *Is there a valid and effective easement for adequate vehicular access connected to a public street maintained by the City or an approved private street?*

Yes. The subject property will have access via a JEA Power Line Easement, an agreement for the easement has been included in the application packet.

- (v) *Will the proposed waiver be detrimental to the public health, safety or welfare, and result in additional expense, the creation of nuisances or conflict with any other applicable law?*

No. There will be little to no effect on public health safety and welfare as the requested waiver will allow for the existing facility to continue is operation.

SUPPLEMENTARY INFORMATION

Upon submittal of the required sign posting affidavit by the applicant on October 5, 2022 the required Notice of Public Hearing sign **was** posted.

RECOMMENDATION

Based on the foregoing, it is the recommendation of the Planning and Development Department that Application for Waiver of Minimum Required Road Frontage **Ordinance 2022-0792 / WRF-22-27** be **APPROVED**.



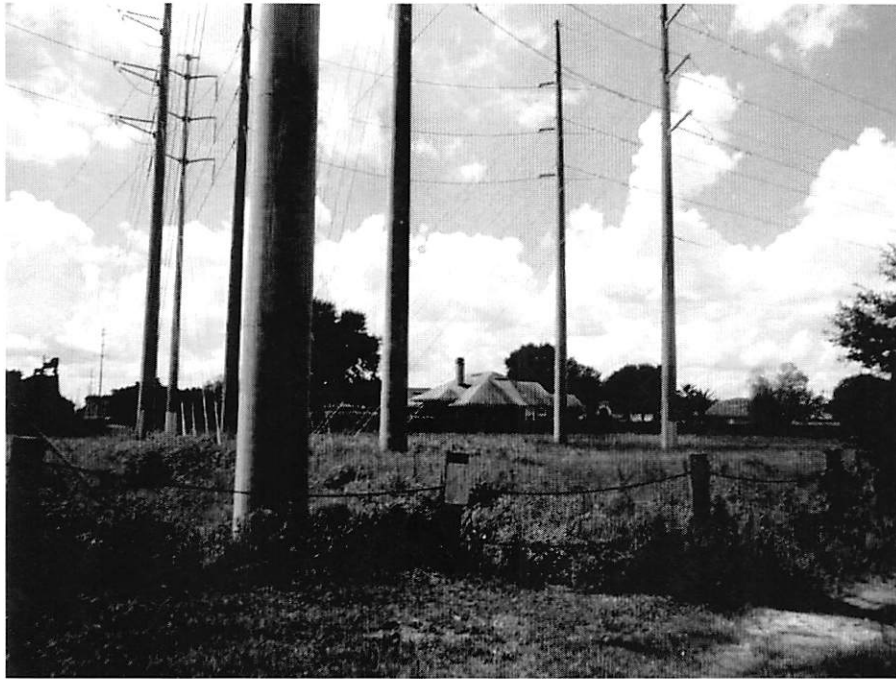
Aerial View



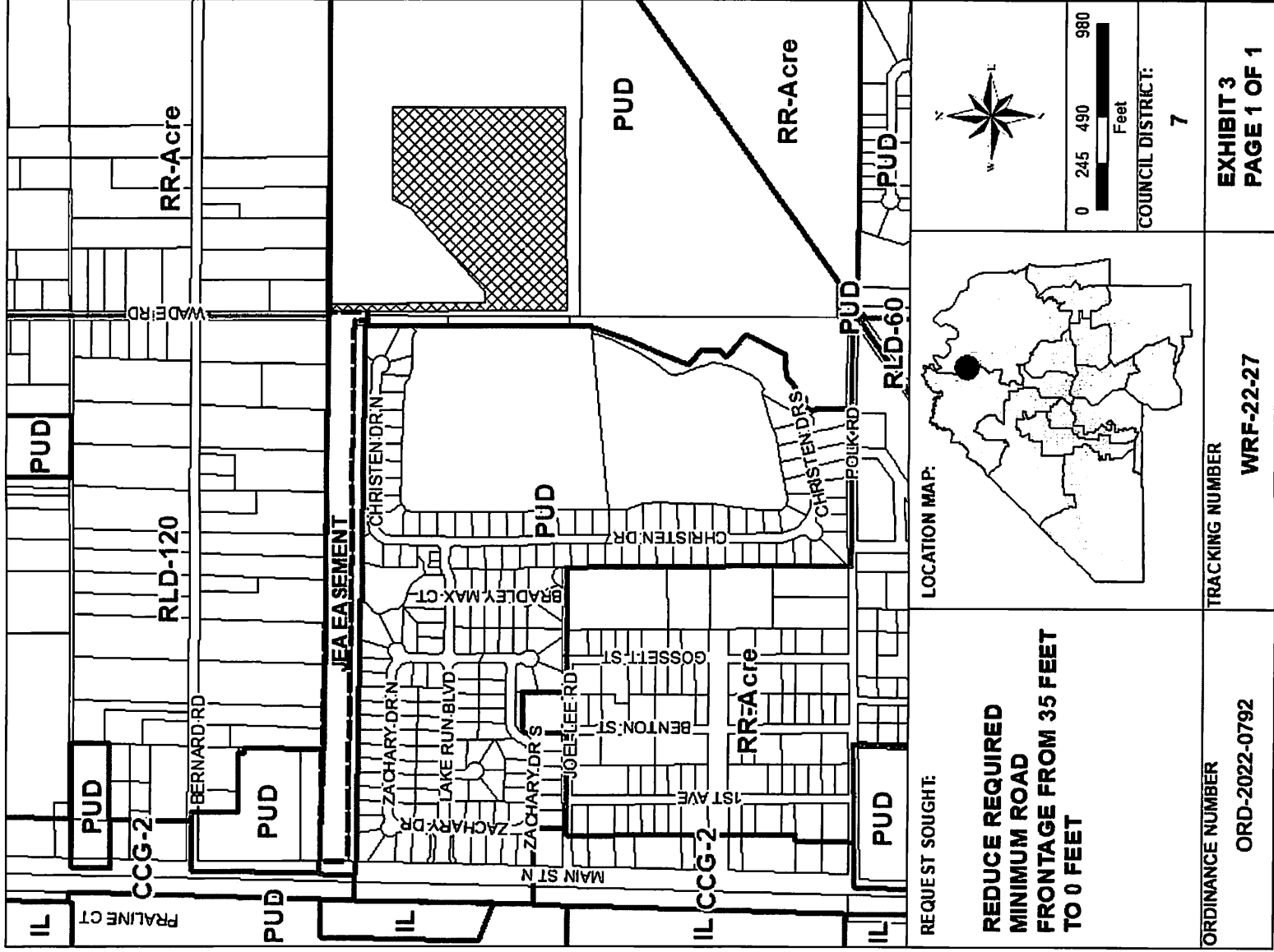
View of the Access Easement to the Site



View of the neighboring house on Bernard Road



View of the closest house to the use.



Legal Map

2022-0792

Date Submitted:	10/3/22
Date Filed:	10/21/22

Application Number:	WRF-22-27
Public Hearing:	12/6/22

Application for Waiver of Minimum Required Road Frontage
City of Jacksonville, Florida
Planning and Development Department

Please type or print in ink. Instructions regarding the completion and submittal of this application are located at the end of this form. For additional information, please contact the Planning and Development Department at (904) 255-7865.

For Official Use Only		
Current Zoning District:	PUD	Current Land Use Category: RR
Council District:	7	Planning District: 6
Previous Zoning Applications Filed (provide application numbers):		1998-0628-E
Applicable Section of Ordinance Code: 656.407		
Notice of Violation(s): N/A		
Neighborhood Associations: MBM Dairy Inc; The Eden Group Inc.		
Overlay: N/A		
LUZ Public Hearing Date:	City Council Public Hearing Date:	
Number of Signs to Post: 1	Amount of Fee: 1,313.00	Zoning Asst. Initials:

PROPERTY INFORMATION	
1. Complete Property Address: 0 Bernard Road, Jacksonville, FL 32218	2. Real Estate Number: 106220 0000
3. Land Area (Acres): 19.0	4. Date Lot was Recorded:
5. Property Located Between Streets: Bernard Road and Wade Road	6. Utility Services Provider: City Water / City Sewer <input type="checkbox"/> Well / Septic <input checked="" type="checkbox"/>
7. Waiver Sought: Reduce Required Minimum Road Frontage from 35 feet to 0 feet.	
8. In whose name will the Waiver be granted? Paintball Adventures Corp.	

OWNER'S INFORMATION (please attach separate sheet if more than one owner)	
9. Name: Chessed Realty LLC	10. E-mail: N/A
11. Address (including city, state, zip): 1340 S OCEAN BLVD, APT1605 POMPANO, FL 33062	12. Preferred Telephone: N/A

APPLICANT'S INFORMATION (if different from owner)	
13. Name: Driver, McAfee, Hawthorne & Diebenow	14. E-mail: msittner@drivermcafee.com
15. Address (including city, state, zip): 1 Independent Drive, Suite 1200 Jacksonville, FL 32202	16. Preferred Telephone: 904 807-8214

CRITERIA
<p>Section 656.101(l), Ordinance Code, defines a waiver as "a relaxation of the Zoning Code minimum street frontage, pursuant to Section 656.407, Ordinance Code."</p> <p>Section 656.133(d)1 through 5, Ordinance Code, provides that, with respect to action upon Applications for Waivers, the City Council shall grant a waiver for reduction of the minimum requirements for road frontage, if the Council makes a positive finding based upon substantial, competent evidence that the application meets all of the following five (5) criteria:</p> <ul style="list-style-type: none"> i. <i>There are practical or economic difficulties in carrying out the strict letter of the regulation;</i> ii. <i>The request is not based exclusively upon the desire to reduce the cost of developing the site or to circumvent the requirements of Chapter 654 (Code of Subdivision Regulations);</i> iii. <i>The proposed waiver will not substantially diminish property values in, nor alter the essential character of the area surrounding the site and will not substantially interfere with or injure the rights of others whose property would be affected by the waiver;</i> iv. <i>There is a valid and effective easement for adequate vehicular access connected to a public street which is maintained by the City or approved private street;</i> v. <i>The proposed waiver will not be detrimental to the public health, safety or welfare, result in additional expense, the creation of nuisances or conflict with any other applicable law.</i>

17. Given the above definition of a "waiver" and the aforementioned criteria by which the request will be reviewed against, please describe the reason that the waiver is being sought. Provide as much information as you can; you may attach a separate sheet if necessary. Please note that failure by the applicant to adequately substantiate the need for the request and to meet the criteria set forth may result in a denial.

ATTACHMENTS


The following attachments must accompany each copy of the application.

- Survey
- Site Plan – two (2) copies on 8 ½ x 11 and two (2) copies on 11 x 17 or larger
- Property Ownership Affidavit (Exhibit A)
- Agent Authorization if application is made by any person other than the property owner (Exhibit B)
- Legal Description – may be written as either lot and block, or metes and bounds (Exhibit 1)
- Proof of property ownership – may be print-out of property appraiser record card if individual owner, http://apps.coj.net/pao_propertySearch/Basic/Search.aspx, or print-out of entry from the Florida Department of State Division of Corporations if a corporate owner, <http://search.sunbiz.org/Inquiry/CorporationSearch/ByName>.
- Proof of valid and effective easement for access to the property.

FILING FEES

*Applications filed to correct existing zoning violations are subject to a double fee.

<u>Base Fee</u>	<u>Public Notices</u>	<u>Advertisement</u>
Residential Districts: \$1,161.00	\$7.00 per Addressee	Billed directly to owner/agent
Non-residential Districts: \$1,173.00		

AUTHORIZATION	
<p>Please review your application. No application will be accepted until all of the requested information has been supplied and the required fee has been paid. The acceptance of an application as being complete does not guarantee its approval by the City Council. The owner and/or authorized agent must be present at the public hearing.</p> <p>The required public notice signs must be posted on the property within five (5) working days after the filing of this application. Sign(s) must remain posted and maintained until a final determination has been made on the application.</p> <p><u>I hereby certify that I have read and understand</u> the information contained in this application, that I am the owner or authorized agent for the owner with authority to make this application, and that all of the information contained in this application, including the attachments, is true and correct to the best of my knowledge.</p>	
<p>Owner(s) Print name: _____ Signature: _____</p>	<p>Applicant or Agent (if different than owner) Print name: Michael Sittner Signature: </p>
<p>Owner(s) Print name: _____ Signature: _____</p>	<p><i>*An agent authorization letter is required if the application is made by any person other than the property owner.</i></p>

SUBMITTAL
<p>This application must be typed or printed in ink and submitted along with three (3) copies for a total of four (4) applications. Each application must include all required attachments.</p> <p><u>Submit applications to:</u> Planning and Development Department, Zoning Section 214 North Hogan Street, 2nd Floor Jacksonville, Florida 32202 (904) 255-8300</p>

APPLICATION FOR WAIVER OF MINIMUM ROAD FRONTAGE

**WAIVER OF MINIMUM ROAD FRONTAGE FOR
PROPERTY LOCATED AT 0 BERNARD ROAD**

STANDARDS AND CRITERIA

1. There are practical or economic difficulties in carrying out the strict letter of the regulation;

There are practical or economic difficulties in carrying out the strict letter of the regulation. The Property is completely land locked with no boundary abutting a public or private road and therefore cannot physically meet the minimum lot frontage requirements of the Zoning Code. Wade Road is approximately twelve (12) feet from the nearest corner of the Property. That space is already used as a dirt road and is used for access to the Property. Applicant leased the Property with its current boundaries, such that the need for this waiver was not self-imposed.

2. The request is not based exclusively upon the desire to reduce the cost of developing the site or to circumvent the requirements of Chapter 654 (Code of Subdivision Regulations);

The request is not based exclusively upon the desire to reduce the cost of developing the site or to circumvent the requirements of Chapter 654 (Code of Subdivision Regulations). This request for waiver is based exclusively on the fact that the Property does not touch Wade Road, although it is only about twelve (12) feet away. Applicant does not intend to develop anything on the Property and intends to use its natural environment for paintball courses.

3. The proposed waiver will not substantially diminish property values in, nor alter the essential character of the area surrounding the site and will not substantially interfere with or injure the rights of others whose property would be affected by the waiver;

The proposed waiver will not substantially diminish property values in, nor alter the essential character of the area surrounding the site and will not substantially interfere with or injure the rights of others whose property would be affected by the waiver. The Property is maintaining its general undeveloped character.

4. There is a valid and effective easement for adequate vehicular access connected to a public street which is maintained by the City or approved private street;

There is a valid and effective agreement between Applicant and JEA allowing for vehicular access.

5. The proposed waiver will not be detrimental to the public health, safety or welfare, result in additional expense, the creation of nuisances or conflict with any other applicable law.

The proposed waiver will not be detrimental to the public health, safety or welfare, result in additional expense, the creation of nuisances or conflict with any other applicable law. The

waiver will allow for a paintball course to operate and provide recreational opportunities to the public. The Property is only twelve (12) feet away from Wade Road, with the twelve (12) feet being a dirt road that is already used for vehicular transit. Accordingly, this waiver will not be detrimental to the public safety, health or welfare and has easy, practical access from Wade Road.

EXHIBIT 1

LEGAL DESCRIPTION

March 23, 2022

DESCRIPTION:

A PORTION OF GOVERNMENT LOT 7 IN THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 7, ALSO BEING THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 16; THENCE SOUTH 89°21'08" EAST ALONG THE NORTH LINE OF GOVERNMENT LOT 7 AND THE NORTH LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 25.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF WADE ROAD (NON-MAINTAINED 50-FOOT RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°21'08" EAST ALONG SAID NORTH LINE A DISTANCE OF 4.97 FEET ; THENCE CONTINUE ALONG SAID NORTH LINE, NORTH 89°59'30" EAST ALONG A DISTANCE OF 35.03 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°09'38" EAST ALONG A LINE LYING 65 FEET EAST OF (AS MEASURED PERPENDICULARLY) AND PARALLEL TO THE WEST LINE OF SAID GOVERNMENT LOT 7 A DISTANCE OF 808.53 FEET; THENCE NORTH 89°50'22" EAST A DISTANCE OF 60.00 FEET TO THE EAST LINE OF A VARIABLE WIDTH JACKSONVILLE ELECTRIC AUTHORITY (JEA) 230 KV TRANSMISSION LINE AS SHOWN ON THAT CERTAIN SURVEY BY LD BRADLEY SURVEYORS (#10266X DATED MARCH 1974); THENCE DEPARTING SAID EAST LINE, NORTH 48°49'21" EAST A DISTANCE OF 583.30 FEET; THENCE NORTH 25°04'14" EAST A DISTANCE OF 108.81 FEET; THENCE NORTH 89°59'30" EAST 484.99 FEET; THENCE SOUTH 00°00'30" EAST A DISTANCE OF 905.13 FEET TO THE SOUTH LINE OF GOVERNMENT LOT 7; SAID POINT BEARING SOUTH 89°29'14" WEST 1125.56 FEET FROM THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 7; THENCE SOUTH 89°29'14" WEST ALONG SAID SOUTH LINE A DISTANCE OF 1069.10 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF WADE ROAD; THENCE NORTH 00°09'38" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1240.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.00 ACRES, MORE OR LESS.

THE WEST 100 FEET OF THESE LANDS BEING SUBJECT TO A JEA 230KV TRANSMISSION LINE RIGHT-OF-WAY.

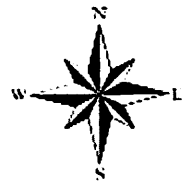
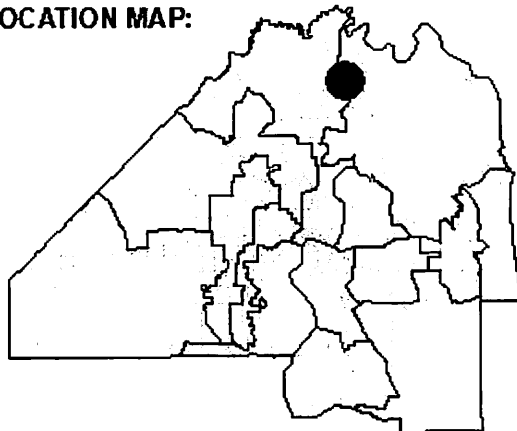


REQUEST SOUGHT:

FROM: PUD

TO: ROS

LOCATION MAP:



0 200 400 800



Feet

COUNCIL DISTRICT:

7

TRACKING NUMBER

T-2022-4176

**EXHIBIT 2
PAGE 1 OF 1**

EXHIBIT A
Property Ownership Affidavit

City of Jacksonville
Planning and Development Department
214 North Hogan Street, Suite 300
Jacksonville, Florida 32202

**Re: Property Ownership Affidavit for 0 Bernard Road, Jacksonville, FL 32218
(RE# 106220 0000)**

Ladies and Gentlemen:

I, Aaron Rokosz, as an Authorized Member of Chessed Realty LLC, a Florida limited liability company, hereby certify that said entity is the Owner of the property described in **Exhibit 1**, in connection with filing an application for land use amendment, rezoning, administrative deviation, and such other entitlements as may be required for the above referenced property, submitted to the Jacksonville Planning and Development Department.


CHESSED REALTY LLC, Florida limited liability company


Aaron Rokosz, its Authorized Member

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of May, 2022 by, Aaron Rokosz as an Authorized Member of Chessed Realty LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced license as identification.

[Notary Seal]


(Notary Signature)



Karen Zibenberg
Notary Public, State of Florida
My Comm. Expires 09/15/2023
Commission No. 913197

EXHIBIT B
Agent Authorization


City of Jacksonville
Planning and Development Department
214 North Hogan Street, Suite 300
Jacksonville, Florida 32202

Re: Agent Authorization for 0 Bernard Road, Jacksonville, FL 32218 (RE# 106220 0000)

Ladies and Gentlemen:

You are hereby advised that Aaron Rokosz, as an Authorized Member of Chessed Realty LLC, a Florida limited liability company, hereby authorizes and empowers Driver, McAfee, Hawthorne & Diebenow, PLLC, to act as agent to file an application for land use amendment, rezoning, administrative deviation, and such other entitlements as may be required for the above referenced property and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change as submitted to the Jacksonville Planning and Development Department.


CHESSD REALTY LLC, Florida limited liability company


Aaron Rokosz, its Authorized Member

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of May, 2022 by, Aaron Rokosz as an Authorized Member of Chessed Realty LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced License as identification.

[Notary Seal]


(Notary Signature)



Karen Zibenberg
Notary Public, State of Florida
My Comm. Expires 09/15/2023
Commission No. 913197

Prepared by and return to:
Brian Dawes
Edwards Cohen
200 W. Forsyth St., Suite 1300
Jacksonville, Florida 32202

RE Parcel #: 108356-1100;

USE AND HOLD HARMLESS AGREEMENT

THIS USE AND HOLD HARMLESS AGREEMENT (this "Agreement") is made this 15th day of September, 2022, by and between **PAINTBALL ADVENTURES CORP.**, a Florida corporation and **MELIA WIGGINS d/b/a Paintball Adventures**, whose address is 4560 Misty Dawn Court S., Jacksonville, Florida 32277 (together, jointly and severally, the "Indemnitor"), and **JEA**, a body politic and corporate with offices at 21 West Church Street, Jacksonville, Florida 32202 ("JEA").

RECITALS:

A. Pursuant to a written lease agreement with Chessed Realty LLC, Indemnitor is the lessee and user of certain real property located in Duval County, Florida, commonly known as RE# 106220-0000, and more particularly described in Exhibit A attached hereto (the "Leased Property").

B. JEA is the owner in fee simple of certain real property located in Duval County, Florida, commonly known as RE# 108356-1100, and more particularly described in Exhibit B attached hereto (the "JEA Property").

C. JEA is also the owner of and holder of certain utility rights pursuant to the following instruments recorded in the public records of Duval County, Florida (collectively, the "Easements") (the property encumbered by the Easements is hereinafter referred to as the "Easement Area"):

- a. Grant of Easement dated February 12, 1975, recorded in Official Records Volume 3881, Page 295;
- b. Grant of Easement dated September 16, 2002, recorded in Official Records Book 10667, Page 272; and
- c. Grant of Easement dated March 24, 2008, recorded in Official Records Book 14442, Page 1688.

D. Indemnitor desires to use portions of the JEA Property and portions of the Easement Area as depicted in Exhibit C attached hereto (the "Permitted Use Area") for vehicular access and parking in support of Indemnitor's use of the Leased Property (the "Permitted Use").

E. Indemnitor, for itself, its successors and assigns is willing to indemnify, defend and hold JEA harmless from damages and expenses which JEA may incur as a result of such use and certain other conditions, as more particularly provided in this Agreement.

F. The purpose of this Agreement is to set forth the terms and conditions under which JEA has granted permission to Indemnitor to use the Permitted Use Area.

NOW THEREFORE, for Ten and No/100 Dollars (\$10.00) and in consideration of the premises and of the mutual covenants contained herein, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. JEA hereby consents to the use of the Permitted Use Area for the Permitted Use by Indemnitor, its agents, tenants, contractors, employees, invitees, licensees, successors and assigns, subject to all terms and conditions of this Agreement. Indemnitor acknowledges and agrees that no parking is permitted at any time within seventy-five feet (75') of any transmission line structure, and Indemnitor shall ensure such clearances are maintained.

2. Notwithstanding anything contained herein to the contrary, JEA's permission to use the Easement Area is expressly limited to the extent of its rights as an easement holder. Indemnitor expressly acknowledges and agrees that JEA does not warrant title to the Easement Area and that any rights or consent granted to Indemnitor herein are subject to the rights of the underlying fee simple owner(s) of said lands and/or any interests previously granted to others on said lands. Further, Indemnitor agrees that prior to the exercise of any rights hereunder granted, Indemnitor shall obtain written consent from all applicable owners for its use of the Easement. Indemnitor hereby agrees to indemnify, defend, and hold JEA harmless from all costs, claims, expenses, and liability that may arise due to Indemnitor's failure to secure the consent(s) required by this paragraph.

3. Indemnitor shall not interfere with JEA's use of the JEA Property or the Easement Area, or otherwise conduct any activities in violation of the Easements. In the event of any such interference or violation, Indemnitor, upon receipt of notice and description of such interference or violation from JEA shall cause any such interference to cease and modify its use of the JEA Property and/or Easement Area as may be reasonably required to prevent such interference in the future. If Indemnitor fails or is unable to cure such interference or violation within fifteen (15) days of receipt of JEA's notice, JEA may terminate this Agreement. Provided, however, and notwithstanding any other terms in this Agreement, JEA may suspend or temporarily terminate all or a portion of Indemnitor's use of the JEA Property and/or Easement Area: (a) immediately, without prior notice to Indemnitor, during emergency situations requiring immediate repairs to JEA's equipment and facilities within the JEA Property or Easement Area until such time as the emergency is resolved, and (b) upon not less than five (5) days' prior written notice for the purpose of any scheduled maintenance or repair of JEA's equipment and facilities within the JEA Property or Easement Area until such time as the maintenance or repair is completed. Should removal or relocation of any of Indemnitor's property become necessary in JEA's sole discretion, any such removal, relocation, and/or rebuilding of such p[roperty will be performed by Indemnitor at its sole expense. Notwithstanding the foregoing, in the event that JEA determines, in its sole and absolute discretion, that circumstances require the immediate removal of the property, JEA shall have the right to perform the removal of the property, with the reasonable costs incurred by JEA for such removal to be reimbursed by Indemnitor.

4. Indemnitor and JEA acknowledge and agree that JEA shall have the right to expand its use of the Easement Area in the future in accordance with the terms of the Easements, including but not limited to the addition of additional utilities, equipment and facilities. In the event that JEA decides, in JEA's sole and absolute discretion, that Indemnitor's use of the Easement Area pursuant to this Agreement is inconsistent with JEA's current or future use of the Easement Area in accordance with the terms of the Easements, JEA shall have the right to reasonably modify Indemnitor's use of the Easement Area in accordance with JEA's current or future use. In the event Indemnitor is unwilling or unable to modify its use of the Easement Area pursuant to this paragraph, JEA may terminate the Agreement upon written notice to the Indemnitor.

5. Indemnitor agrees to repair any damages to the JEA Property or the Easement Area resulting from the Permitted Use, including but not limited to alteration of topography or drainage and replacement of grass and landscaping. In addition to the foregoing, Indemnitor shall be solely responsible for any damages to the Indemnitor's property resulting from JEA's reasonable and proper use and activities within the JEA Property or within the Easement Area in accordance with the terms of the Easements.

6. Indemnitor hereby indemnifies and holds JEA harmless from and against any and all damages, claims, actions, costs, losses and expenses incurred in connection with the injury or death of any person, or damage to the property of any person arising out of or in connection with the use by Indemnitor or its agents, tenants, contractors, employees, invitees, licensees, successors and assigns of the JEA Property, the Easement Area, or rights granted by this Agreement, except for claims, actions, costs, losses and expenses arising from the gross negligence or willful act or omission of JEA or its agents, contractors, servants or employees.

7. Before entering the JEA Property or the Easement Area, and without limiting its liability under this Agreement, Indemnitor will procure and maintain, at Indemnitor's sole expense, insurance of the types and in the minimum amounts stated below:

<u>Type of Insurance</u>	<u>Amount of Insurance</u>
Workman's Compensation - Florida Statutory Coverage and Employers Liability (including appropriate federal acts)	\$500,000.00 each accident
Commercial General Liability for Premises – Operations Products – Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage	\$1,000,000.00 each occurrence – \$2,000,000.00 annual aggregate for bodily injury and property damage/combined single limit
Automobile Liability – All autos owned, hired or non-owned	\$1,000,000.00 each occurrence/combined single limit

Indemnitor's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after termination hereof. The above indemnification provision is separate and is not limited by the type of insurance or insurance amounts stated above. Indemnitor shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Indemnitor shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to entering the JEA Property or the Easement Area, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Indemnitor's Certificates of Insurance shall be mailed to JEA (Attn: Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139. The insurance certificates shall provide that

no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JEA.

8. Indemnitor shall be responsible for the existence or storage of any hazardous substances, materials, or wastes by Indemnitor or its agents, tenants, contractors, employees, invitees, licensees, successors and assigns; as defined in 49 CFR 171-172, 40 CFR 260-265, 29 CFR 1910, 40 CFR 302 and by any other federal, state or local law, rule or regulation. Indemnitor, will pay, at its sole expense, the entire cost for removal or correction of any such waste, substance, material, or condition, created or caused by Indemnitor or its agents, tenants, contractors, employees, invitees, licensees, successors and assigns.

9. Indemnitor shall not install any improvements on the JEA Property or the Easement Area without written permission from JEA, which may be withheld in its sole discretion.

10. Any waiver at any time by JEA of its rights with respect to Indemnitor or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.

11. The rights and obligations contained within this Agreement shall run with the land and inure to, and be for the benefit of, Indemnitor and JEA, their respective successors and assigns, and the tenants, subtenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such parties.

12. Any notice, demand, or request required or authorized by this Agreement shall be deemed properly given if mailed postage prepaid to the following addresses, or to such other locations that either party may designate in writing:

To JEA: JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attention: Director, Real Estate Services


To Indemnitor: Melia Wiggins
4560 Misty Dawn Court S.
Jacksonville, Florida 32277

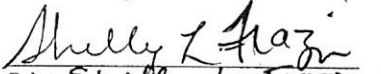
13. This Agreement may be revoked immediately by JEA, at any time, if Indemnitor violates any of the provisions, terms, or conditions contained in this Agreement.

IN WITNESS WHEREOF, Indemnitor and JEA have caused these presents to be executed on the day and year first above written.

(Signatures on following pages)


WITNESSES:


Print: Peyton Trammell


Print: Shelly L. Frazier

INDEMNITOR:

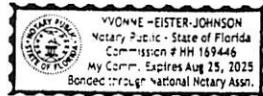
PAINTBALL ADVENTURES CORP., a
Florida corporation

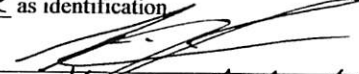
By: 
Melia Wiggins, its President


Melia Wiggins, individually

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence this 26 day of August, 2022, by Melia Wiggins, individually and as President of PAINTBALL ADVENTURES CORP., a Florida corporation, on behalf of the corporation, and who is personally known to me or has produced FL Driver license as identification




Print: Yvonne Heister-Johnson
Notary Public, State of Florida
Commission No.: 08-HH169-446
My commission expires: 08-25-25

(seal)

WITNESSES:

JEA, a body politic and corporate

B.L. Traub
Print: B.L. Traub

Michael Corbitt
Michael Corbitt
Director, Real Estate Services

Brian Dawes
Print: Brian Dawes

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence this 15th day of Sept., 2022, by Michael Corbitt, as Director, Real Estate Services of JEA, a body politic and corporate, on behalf of the JEA, and who is personally known to me or has produced _____ as identification.

B.L. Traub
Print: _____
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

(seal)

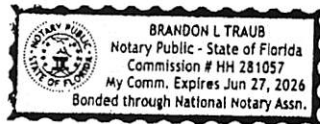




EXHIBIT A

Legal Description of the Leased Property

RE# 106220-0000

**Government Lot Seven (7), Section 16, Township 1 North, Range 27
East, lying and being in Duval County, Florida.**



EXHIBIT B

Legal Description of JEA Property

RE#: 108356-1100

THE NORTH 150 FEET OF LOTS 1, 3, 4, 5 AND 6, BLOCK 4, LOS ANGELES GARDENS, AS RECORDED IN PLAT BOOK 5, PAGE 6 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

TOGETHER WITH
THE EAST 50 FEET OF THE NORTH 200 FEET OF WADE ROAD, A 50 FOOT RIGHT OF WAY CLOSED BY ORDINANCE 92-52-10.



EXHIBIT C

Depiction of the Permitted Use Area





Prepared by:
Tresca Esguerra
Land Title of America, Inc.
2495 US Highway 1 South
Saint Augustine, FL 32086
File Number: 21-189-JM

Parcel ID: 106220-0000

Warranty Deed

This Indenture made this 30th day of July, 2021 BETWEEN Regal Holding USA Corp., a dissolved New York Corporation, GRANTOR*, whose post office address is c/o 116 East 27th Street, 3rd Floor, New York, NY 10016, and Chessed Realty, LLC, a Florida Limited Liability Company, GRANTEE*, whose post office address is 1340 South Ocean Boulevard, Unit 1605, Pompano Beach, FL 33062.

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the grantee and grantee's heirs forever the following described land located in the County of Duval, State of Florida, to-wit:

Government Lot Seven (7), Section 16, Township 1 North, Range 27 East, lying and being in Duval County, Florida.

Subject to Covenants, Restrictions, Easements and Reservations of record, if any; However, this reference does not operate to reimpose same; Subject to Zoning Ordinances that may affect subject property; Subject to Taxes for the year 2021 and Subsequent Years.

THIS DEED IS BEING EXECUTED TO CONVEY ANY INTEREST THE GRANTOR MAY HAVE IN THE SUBJECT PROPERTY GIVEN THAT THE INCORRECT GRANTOR WAS SHOWN IN THOSE CERTAIN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 18610, PAGE 794 AND OFFICIAL RECORDS BOOK 18610, PAGE 823, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

THIS DEED IS ALSO FOR THE PURPOSE OF WINDING UP THE AFFAIRS OF REGAL HOLDING USA CORP., A DISSOLVED NEW YORK CORPORATION.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

*Singular and plural are interchangeable, as context requires.

In Witness Whereof, Grantor, has hereunto set grantor's hand and seal this day and year first above written.

REGAL HOLDING USA CORP., a New York Corporation

Izia Rokosz
By: **Izia Rokosz, President**

WITNESSES

Karen Zibenberg
Witness: **Karen Zibenberg**

Peter Moll
Witness: **Peter Moll**

State of Florida
County of Broward

THE FOREGOING INSTRUMENT was acknowledged before me by means of [] physical presence or [] online notarization on **July 30, 2021** by **Izia Rokosz, President of Regal Holding USA Corp.**, of who is or are personally known to me or has or have produced Driver's License(s) as identification.

[Seal]



Karen Zibenberg
Notary Public, State of Florida
My Comm. Expires 09/15/2023
Commission No. 913197

Karen Zibenberg
Notary Public: **Karen Zibenberg**
My commission expires: **09/15/2023**
Notary Public, State of Florida
My Comm. Expires 09/15/2023
Commission No. 913197

