

2020-519

EASEMENT PURCHASE AND SALE AGREEMENT

**PROJECT: Chaffee Road Expansion
(2016-111) – POND SITE EASEMENT
PARCEL 802 Part of RE# 008965-0450
PARCEL 719 Part of RE# 008965-0450**

THIS EASEMENT PURCHASE AND SALE AGREEMENT (this "Agreement") is made on _____, 2020, between ROY L. HALL, JR., and JENNIFER L. HALL, husband and wife, whose address is 11332 Beagle Lane, Jacksonville, Florida 32221, ("Seller"), and CITY OF JACKSONVILLE, a consolidated government under the laws of the State of Florida, whose address is 117 West Duval Street, Jacksonville, Florida 32202, ("Buyer").

IN CONSIDERATION of the mutual covenants of the parties in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. AGREEMENT TO SELL AND CONVEY EASEMENTS

Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement, an easement interest (the "Drainage Easement") in the real property described on Exhibit A (the "Drainage Easement Property"). The Drainage Easement will be granted in the form of that certain Drainage Easement Agreement attached hereto as Exhibit B and made a part hereof (the "Drainage Easement Agreement"). In addition, at Closing Seller agrees to convey to Buyer a temporary construction easement (the "TCE") over property of Seller which is adjacent to the Drainage Easement Property as described and shown on Exhibit C (the "TCE Property"). The TCE will allow Buyer to fulfill Seller's request for the Buyer's placement of excavated material from the Drainage Easement Property onto the TCE Property to fill an existing barrow pit. The TCE will be granted in the form of that certain Temporary Construction Easement Agreement attached hereto as Exhibit D and made a part hereof (the "Temporary Construction Easement Agreement"). The Drainage Easement and the TCE are hereinafter referred to as the "Easements," the Drainage Easement Property and TCE Property are hereinafter referred to as the "Property," and the Drainage Easement Agreement and Temporary Construction Easement Agreement are hereinafter referred to as the "Easement Agreements."

2. PURCHASE PRICE

The purchase price to be paid by Buyer to Seller for the Easements is \$193,000.00 in cash (the "Purchase Price"), paid to an "Escrow Agent" acceptable to Buyer and Seller, at Closing (as hereinafter defined) by wire transfer or City warrant to Escrow Agent. Subject to the terms of this Agreement, Seller shall deliver the Easements free and clear of any mortgage liens, and free of hazardous or environmental conditions.

3. APPROVAL OF THE JACKSONVILLE CITY COUNCIL

This Agreement is not effective until the date the Jacksonville City Council approves it and it is duly executed by the Mayor ("Effective Date"). If the Jacksonville City Council does not approve this Agreement, this Agreement shall be void and of no force and effect, and the parties shall owe no obligations to each other under the provisions of this Agreement.

4. DUE DILIGENCE PERIOD AND CONTINGENCIES

- a. **Due Diligence Period.** Buyer shall have 120 days after the Effective Date within which to inspect the Property (the "Due Diligence Period"). Buyer shall have the option to extend the Due Diligence Period and additional 30 days by providing written notice to Seller of such extension. Buyer shall have the right, at reasonable times during the Due Diligence Period, to enter the Property and undertake all investigations that Buyer deems necessary to fully evaluate the Property including, specifically, the right to:
- (i) Obtain environmental audits of the Property and to contact or have its environmental consultants contact the Florida Department of Environmental Protection, the United States Environmental Protection Agency, and any other similar governmental authority to determine whether the files and records of those agencies include records indicating that the Property is or has been contaminated;
 - (ii) Inspect the Property for evidence of hazardous or other toxic waste contamination or contamination by fuels, oils, or other similar substances;
 - (iii) Inspect the property and potentially collect samples related to the presence or absence of wetlands, threatened or endangered species, mold, radon, lead-based paint and/or asbestos-containing materials;
 - (iv) Obtain soil and groundwater samples for physical or laboratory analysis;
 - (v) Review title to the Property, including a Survey; and,
 - (vi) Undertake such other inspections of the Property as it deems necessary.

Seller shall fully cooperate with Buyer in connection with Buyer's inspection of the Property.

- b. **Buyer's Due Diligence Responsibilities and Obligations.** In conducting any inspections, investigations, or tests on the Property, Buyer, its agents and representatives shall repair any damages to the Property as a result of the inspection or tests by returning the property to at least the same physical conditions as it was prior to the Buyer's activities. Buyer shall be responsible for any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Buyer's responsibilities contained in this section shall survive the termination of this Agreement.
- c. **Post Due Diligence Period.** After the Due Diligence Period, and so long as Buyer has not terminated this Agreement, Buyer shall continue to have the right to conduct its inspections and evaluations.
- d. **Termination by Buyer.** Buyer has the right at any time during the Due Diligence Period to terminate this Agreement if Buyer determines that the Property is not acceptable to Buyer in Buyer's sole discretion or for no reason at all. If Buyer elects to terminate this Agreement

during the Due Diligence Period, Buyer shall provide written notice to Seller on or before the expiration of the Due Diligence Period and this Agreement shall stand terminated and the parties shall have no further rights or obligations under the provisions of this Agreement except for those that expressly survive termination.

5. TITLE AND SURVEY

a. Title.

- (i) Buyer shall provide at its cost a commitment for an owner's title insurance policy from a title agent and title insurance underwriter (the "Title Company"), agreeing to issue to Buyer upon the recording of the Easement Agreements provided for in this Agreement, an ALTA policy of title insurance Form B with Florida revisions in the amount of the Purchase Price insuring Buyer's easement interests in the Property (the "Title Commitment").
- (ii) Buyer shall notify Seller in writing of any conditions, defects, encroachments or other objections to title or Survey not acceptable to Buyer. Seller shall have a period of 10 days after receipt of Buyer's title objection letter in which to elect in writing whether to cure the title and survey objections; provided, however, that Seller is not obligated to cure or institute any litigation to cure the objections, other than liens arising through Seller and removable by the payment of money, which Seller shall be obligated to pay from its proceeds at Closing. If Seller elects to cure the title objections, Seller shall use good faith efforts to cure such objections to title or survey within 30 days after its election. If Seller elects not to cure such title objections, within 30 days after Seller's response, Buyer may (i) refuse to purchase the Easements and terminate this Agreement; (ii) waive the objections and close the purchase of the Easements subject to the objections, with a mutually agreeable reduction of the Purchase Price; (iii) waive the objections and close the purchase of the Easements subject to the objections without a reduction of Purchase Price. If Seller is unable to cure the title objections after using good faith efforts, then in addition to the elections above, Buyer may allow Seller additional time to cure the objections, after which Buyer shall continue to have all of its elections provided in this paragraph.

Seller's inability or failure to cure the Title Objections is not a breach of this Agreement.

- (iii) Within 30 days after receipt of a Title Commitment reflecting that the Property is encumbered by a covenant to pay assessments, Seller shall obtain at its expense an estoppel certificate addressed to Buyer that all assessments are current, and stating the current amount of assessments on the Property. The certificate shall be updated for Closing at Seller's expense as may be required by the Title Company to delete the exception for assessments from the Title Commitment. The estoppel certificate is subject to the objection and cure provisions of this Section in the same manner as though it were a title defect.
- b. **Survey.** Within thirty days after the Effective Date, Buyer shall obtain at its cost a new survey of the Property (the "Survey") and provide it to the Seller. The Survey shall be certified to Seller, Seller's attorney, the Title Company, the Title Agent, and Buyer, shall conform to the Minimum Technical Standards for land surveying promulgated pursuant to Section 472.27, Florida Statutes, and will show and describe the exterior boundaries and corner markers or

monuments of the Property, the size and location of all improvements and structures upon the Property, any encroachments, easements, rights-of-way or other conditions to which the Property is subject, and the legal description and the area of the Property.

c. Environmental Assessments.

- (i) If an environmental site assessment obtained by Buyer during the Due Diligence Period confirms the presence of Hazardous Substances or Petroleum Products on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to Closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to Buyer's satisfaction in its sole discretion. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. However, should the estimated cost to Seller of clean-up of Hazardous Materials exceed a sum which is equal to or greater than 5% of the Purchase Price, Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. If Hazardous Substances or Petroleum Products located on the Property prior to Closing are discovered after Closing, Seller shall remain obligated under the provisions of this paragraph, which obligation shall survive the Closing, delivery, and recording of the Easement Agreements and Buyer's possession of the Property.
- (ii) Further, if neither party elects to terminate this Agreement as provided above, Seller shall indemnify and save harmless and defend Buyer, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Substances or Petroleum Products located on the Property prior to Closing. Seller shall defend, at Seller's sole cost and expense, any legal action, claim or proceeding instituted by any person against Buyer as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Substances or Petroleum Products located on the Property prior to Closing are alleged to be a contributing legal cause. Seller shall save Buyer harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

- (iii) The provisions of this paragraph shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Substances or Petroleum Products located on the Property or to limit Buyer's legal and equitable remedies against Seller under any Environmental Law for Hazardous Substances or Petroleum Products located on the Property.

6. CLOSING PROVISIONS

- a. **Closing Date.** The transfer of the Property in the manner contemplated by this Agreement (the "Closing") shall take place within 30 days after expiration or waiver of the Due Diligence Period or, if Buyer does not terminate the Agreement under provisions of this Agreement providing Buyer with that right, within 30 days after Seller cures the Title Objections, whichever is later (the "Closing Date").
- b. **Location of Closing.** Buyer shall choose the time and place of Closing.
- c. **Conditions to Buyer's Obligation to Close.**

Buyer's obligation to close is subject to the satisfaction or waiver, as of the Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing):

- (i) The representations and warranties of Seller set forth in this Agreement shall be true as of the date of Closing.
- (ii) Seller shall have complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller as of the Closing.
- (iii) The Title Commitment shall be marked down at Closing subject only to exceptions accepted by Buyer.
- (iv) Seller shall clear the Property of all vehicles, trailers, trash, drums, or non-permanent structures as may be requested by Buyer so there is nothing unacceptable to Buyer left on Property at Closing.
- (v) Seller shall have removed all debris and spoil piles from the Property.
- (vi) If Seller is selling in a representative capacity, Seller shall have executed the beneficial interest affidavit as required by Section 286.23, Florida Statutes.
- d. **Seller's Obligations at Closing.** At Closing Seller shall:
- (i) Execute, acknowledge, and deliver to Buyer the Easement Agreements conveying the Easements to Buyer subject only to the exceptions accepted by Buyer.
- (ii) Execute and deliver to Buyer an assignment of any intangibles or rights pertaining to the Property that Buyer has elected to accept.
- (iii) Deliver to the Title Company evidence satisfactory to it of Seller's authority to execute and deliver the documents reasonably necessary to complete this transaction.

- (iv) Deliver to the Title Company and to Buyer an affidavit of possession and no liens satisfactory to the Title Company enabling it to remove the construction lien and parties-in-possession standard exceptions from the Title Commitment.
- (v) Deliver to the Title Company all other documents required under the Title Commitment to permit the Title Company to issue its policy to the Buyer subject only to the exceptions accepted by Buyer.
- (vi) Deliver to the Title Company a certificate that Seller is not a foreign person in accordance with Section 1445 of the Internal Revenue Code.
- (vii) Deliver to Buyer originals (if available) or copies (if originals are not available) of any licenses and permits applicable to the Property and Easements that Buyer has elected to accept and execute and deliver to Buyer any application, transfer form or notification given to Seller by Buyer necessary to transfer to Buyer all applicable permits if transfer is requested by Buyer.
- (viii) Execute and deliver the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement.
- (ix) Execute and deliver a Bill of Sale conveying any personal property to Buyer free and clear of all liens or encumbrances, together with such transfer certificates, certificates of title and other documents as may be necessary to convey personal property used in connection with the operation on the Property as may be requested by Buyer, and remove from the Property all personal property not requested by Buyer.

e. Buyer's Obligations at Closing.

- (i) Subject to the terms of this Agreement, and at the same time as the performance by Seller of its obligations under this Agreement, Buyer shall make payment to the Escrow Agent by wire transfer or City warrant, in an amount equal to the Purchase Price after credits and prorations, for delivery to Seller on Seller's performance of its obligations.
- (ii) Buyer shall execute and deliver the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement.

f. Closing Costs.

(i) At Closing, Seller shall pay:

- (a) The cost of satisfying any liens or encumbrances against the Property;
- (b) The costs of recording any corrective instruments;
- (c) Any documentary stamp taxes due in connection with the grant of the Easements.

(ii) Buyer shall pay:

- (a) The cost of recording the Easement Agreements;
- (b) All costs incurred for Buyer's inspections of the Property;

- (c) The insurance premium for the Title Policy; and
- (d) All costs incurred in obtaining the Survey.

(iii) Each party shall pay any fees incurred by it for legal or other consultants.

g. Prorations.

- (i) Amounts payable under any contracts assigned that Buyer has elected to accept pursuant to the terms of this Agreement shall be prorated as of 12:00 a.m. on the date of Closing.
- (ii) All remaining bills of every nature relating to the Property, including those for labor, materials, services, and capital improvements incurred by Seller for the period ending at 12:00 a.m. on the date of Closing shall be paid by Seller.

h. Real Estate Taxes.

Any currently due or past due ad valorem real estate taxes on the Property shall be paid by Seller as of the date of Closing, and ad valorem real estate taxes on the Property shall continue to be paid by Seller from and after the Closing as the fee simple owner of the Property.

i. Possession.

Exclusive possession of the Property shall be delivered to Buyer at Closing.

j. Title Checkdown.

Prior to disbursement of the proceeds of Closing the Title Company shall mark down the Title Commitment by indicating satisfaction of all requirements, deleting all but the exceptions to which Buyer has not objected, and changing the effective date of the Title Commitment to the date and time of recording of the Easement Agreements to the Buyer.

7. DEFAULT

a. Default by Seller.

If Seller defaults under the provisions of this Agreement Buyer may, at Buyer's election (i) waive the default and proceed to Closing; (ii) seek specific performance; or (iii) refuse to Close, terminate this Agreement and the parties shall have no further rights or obligations under this Agreement (except as to those that expressly survive termination).

b. Default by Buyer.

If Buyer defaults under the provisions of this Agreement, Seller's sole remedy is to terminate this Agreement.

8. BROKERAGE COMMISSIONS

Each party represents to the other that no brokers or finders have been involved in this transaction and Seller agrees to pay any brokerage fees, agents' commissions, or other compensation for which it is responsible arising from the transaction contemplated by this Agreement.

9. OTHER CONTRACTUAL PROVISIONS

a. Assignability.

This Agreement may not be assigned by Seller without the express written consent of Buyer, in its sole discretion.

b. Survival.

The provisions of this Agreement shall survive Closing.

c. Notices.

Any notices to be given to either party in connection with the provisions of this Agreement must be in writing and given by hand delivery, by reputable overnight courier, or certified mail, return receipt requested. A notice is effective when received, except if a party fails or refuses to collect certified mail, the notice shall be effective on the date the second delivery is attempted, whether or not the party collects the certified mail after the second delivery attempt. The addresses for notices are as follows or as otherwise designated in writing.

To Buyer:

City of Jacksonville
Chief of Engineering Construction Management
214 North Hogan Street, 10th Floor
Jacksonville, Florida 32202
Attention: Robin Smith

With a copy to:

City of Jacksonville
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202
Attn: Chief of Real Estate, Department of Public Works
Telephone: (904) 255-8700

And a copy to:

Office of General Counsel
Government Operations Department
Real Estate and Contracts Division
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Telephone: (904) 630-7067

To Seller:

Roy L. Hall, Jr. and Jennifer L. Hall
11332 Beagle Lane
Jacksonville, FL 32221

d. Timeliness.

If the deadline or date of performance for any act under the provisions of this Agreement falls on a Saturday, Sunday, or City legal holiday the date shall be extended to the next business day.

e. Entire Agreement; Modifications.

This Agreement contains the entire agreement between the parties. All prior agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement cannot be modified or terminated except by an instrument in writing.

f. Applicable Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

g. Headings.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

h. Counterparts.

This Agreement may be executed in several counterparts, each constituting a duplicate original. All such counterparts shall constitute one and the same agreement.

i. Interpretation.

Whenever the context of this Agreement shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa. This Agreement was drafted through the efforts of both parties and shall not be construed in favor of or against either party.

j. Severability.

If any provision of this Agreement is held invalid, illegal or unenforceable and the unenforceability of the provision does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, such invalidity, illegality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

k. Risk of Loss.

All risk of loss or damage to the Property until the Closing shall be borne by Seller.

l. Recording.

This Agreement shall not be recorded.

m. Waiver.

Each party reserves the right to waive in whole or part any provision which is for that party's benefit. Any waiver must be in writing and shall be limited to the matter specified in the writing. No waiver of one provision or default shall be considered a waiver of any other provision or subsequent default, and no delay or omission in exercising the rights and powers granted in this Agreement shall be construed as a waiver of those rights and powers.

n. Time of Essence.

Time is of the essence of this Agreement.

o. Placement of Excavated Material.

If Buyer proceeds with the construction of the storm water pond on the Drainage Easement Property pursuant to the Drainage Easement, Buyer agrees to place the excavated material from the pond onto the TCE Property in the location of the existing barrow pit. Buyer does not warrant or represent the condition, quality or suitability of such excavated material; the density or compaction of such material when it is placed on the TCE Property; or whether the volume of such deposited material will be sufficient to entirely fill the barrow pit. Such material is accepted in its "as-is" condition by Seller with no obligation on the part of Buyer other than to place such material in the barrow pit.

p. Culverts and Baffle Box.

If Buyer proceeds with the construction of the storm water pond on the Drainage Easement Property pursuant to the Drainage Easement, Buyer agrees to replace the existing culverts at their current location and construct a baffle box at Chaffee Road.

*The remainder of this page has been intentionally left blank by the parties.
Signature pages to immediately follow.*

IN WITNESS WHEREOF, the parties have executed this Agreement the date set forth above.

SELLER:

By: 
Name: Roy L. Hall, Jr.

By: 
Name: Jennifer L. Hall

Date: July 10, 2020

BUYER:

CITY OF JACKSONVILLE

Lenny Curry as Mayor

ATTEST:

James R. McCain, Jr. as Corporation Secretary

Reviewed and Approved:



David Edwards, Esq.

Approved as to Form
As to City Only

Office of General Counsel
GC-#1288182-v1-PSA_Jax_Rowing_Center

Exhibit "A"
Legal Description of Drainage Easement Property

The Property is a portion of Duval County, Florida, RE# 008965-0450 as described on the following page.

PARCEL 802

PERPETUAL EASEMENT

PROJECT NO: 2011-206
SHEET NO. 11


A PART OF TRACTS 4, 5, AND 6, BLOCK 2, JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 25 EAST, SAID DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9210, PAGE 803, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A POINT ON THE BASELINE OF SURVEY OF CHAFFEE ROAD, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH $00^{\circ}51'37''$ WEST, ALONG SAID BASELINE OF SURVEY, AND ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 974.12 FEET; THENCE SOUTH $89^{\circ}08'23''$ EAST, A DISTANCE OF 50.00 FEET TO THE EASTERLY EXISTING RIGHT OF WAY LINE OF SAID CHAFFEE ROAD, ALSO BEING THE SOUTHWEST CORNER OF A 65.00 FOOT WIDE FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE DITCH, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2459, PAGE 310, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID DRAINAGE DITCH, THE FOLLOWING 2 COURSES AND DISTANCES: (1) SOUTH $89^{\circ}08'23''$ EAST, 675.53 FEET; (2) NORTH $69^{\circ}32'37''$ EAST, 154.06 FEET TO A POINT ON THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9210, PAGE 803, OF THE SAID CURRENT PUBLIC RECORDS, AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9210 PAGE 803, THE FOLLOWING 2 COURSES AND DISTANCES: (1) NORTH $69^{\circ}32'37''$ EAST, 292.14 FEET; (2) NORTH $87^{\circ}31'37''$ EAST, 248.67 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9210, PAGE 803; THENCE SOUTH $00^{\circ}47'50''$ WEST, ALONG SAID EAST LINE, A DISTANCE OF 496.36 FEET TO THE SOUTH LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9210, PAGE 803; THENCE SOUTH $89^{\circ}42'52''$ WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 515.26 FEET; THENCE NORTH $00^{\circ}00'00''$ EAST, A DISTANCE OF 386.05 FEET TO THE POINT OF BEGINNING.

CONTAINING: 5.506 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


MICHAEL J. COLLIGAN, PSM
PROFESSIONAL SURVEYOR AND MAPPER NO. 6788
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
DATE: AUGUST 13, 2019
NOT VALID UNLESS SIGNED AND SEALED

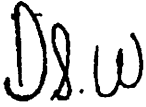
 8-14-19

EXHIBIT B TO EASEMENT PURCHASE AGREEMENT

THIS DOCUMENT PREPARED BY
AND RECORD AND RETURN TO:

Lawsikia J. Hodges
Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, FL 32202

Prepared by: DPWARD
City of Jacksonville

Return to: Real Estate Division, DPW
Ed Ball Building, 10th Floor
214 North Hogan Street
Jacksonville, FL 32202

Project: 2016-111 Chaffee Road Expansion
Parcel: 802
RE#: 008965-0450

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "*Easement*") is made this _____ day of _____, 2020 by and between **ROY L. HALL, JR. and JENNIFER L. HALL, husband and wife**, whose mailing address is 11332 Beagle Lane, Jacksonville, Florida 32221 ("**Grantors**"), and **CITY OF JACKSONVILLE**, a Florida Municipal Corporation, whose business address is 117 Duval Street West, Jacksonville, Florida 32202 ("**Grantee**").

BACKGROUND FACTS:

- A. Grantor is the owner of certain real property located in Duval County, Florida, as more particularly described in Exhibit "A" attached hereto (the "**Easement Area**").
- B. The Grantee may construct, within the boundaries of the Easement Area, a drainage and retention pond for surface water runoff and storm water drainage and retention for the expansion of Chaffee Road, a public right-of-way (the "**Chaffee Road Expansion Project**").
- C. Grantor has agreed to convey to the Grantee, a drainage easement upon, over and under, through and across the Easement Area, for the purpose of enabling and allowing Grantee to utilize the Easement Area for surface water runoff and storm water drainage and retention from Chaffee Road, into the Easement Area, as more particularly described herein.
- D. Grantor and Grantee have agreed to execute this Easement on the terms, conditions and restrictions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the good and valuable consideration mutually given by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Background Facts.** The Background Facts set forth above are true and correct and incorporated herein by reference.

2. **Grant of Easement.** Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement upon, over, under, through and across the Easement Area for the purpose of allowing Grantee to use the Easement Area for surface water runoff and storm water drainage and retention from Chaffee Road for the benefit of Grantee, its successors and assigns forever, together with: (a) the right of Grantee to construct, operate, lay, maintain, improve, and/or repair, either above or below the surface of the ground, facilities and associated equipment for a storm water and treatment pond, (b) the right of Grantee of ingress and egress over the Easement Area for doing anything necessary, useful or convenient for the enjoyment of this Easement, or removing at any time any and all of said improvements upon, over, under, or in said lands, and (c) the right and easements, privileges, and appurtenances in and to the Easement Area which may be required for the enjoyment of the rights herein granted.

3. **Limitations and Restrictions.** This Easement and all rights established thereby are subject to the following:

a. **Non-exclusive Use.** The Easement and all rights granted herein shall be non-exclusive. Grantor shall continue to enjoy the use of the Easement Area for any and all purposes not inconsistent with Grantee's rights hereunder, including the right to continue to use the Easement Area to serve the adjacent property owned by Grantor as of the date of this Easement ("**Grantor's Adjacent Property**") for surface water runoff and storm water drainage. Neither Grantee nor Grantor shall unreasonably interfere with the other's exercise of its rights hereunder, nor shall they unreasonably interfere with each other's contractors, employees, agents, representatives, tenants, licensees, successors or other permitted users of the Easement Area in connection with the exercise of their respective rights hereunder; provided, however, in the event of a conflict between the respective uses of the Easement Area by Grantor and Grantee, the rights of Grantee shall have priority and supersede the rights of Grantor.

b. **Maintenance and Repair.** If Grantee elects to proceed with the Chaffee Road Expansion Project, Grantee, at its sole expense, on behalf of itself and its successors and assigns, does hereby agree to construct a storm water retention pond (the "**Pond**") to be located within the Easement Area in accordance with a St. Johns River Water Management District Permit that would be issued to the Grantee for the Pond project (the "**Permit**"). Grantor agrees that at all times during the term of this Easement, Grantor will maintain the grass area adjacent to and above the high water line associated with the Pond at its sole cost and expense. With the exception of the foregoing, Grantee shall maintain, at its sole cost and expense, or cause to be maintained, the Easement Area, the Pond and any and all drainage facilities, drainage pipes, structures or improvements constructed

upon, installed or located therein (together referred to herein as the “**Drainage Facilities**”), and any other improvements existing from time to time, in a state of good order and repair, in a safe, clean and sanitary condition and in compliance with applicable laws and regulations, including, without limitation, applicable environmental laws and regulations.

c. **Self-Help.** If at any time Grantor fails to maintain the grass area adjacent to the Pond, or adhere to its duties and obligations as provided herein, Grantee may (but without any obligation to do so), in the event such maintenance is not completed within thirty (30) days’ after written notice to Grantor, initiate and complete the repair or maintenance at its own expense and recover from Grantor the reasonable cost of such maintenance within thirty (30) days of demand therefor.

d. **Release and Hold Harmless.** Grantor shall release and hold Grantee harmless from and against any loss, damages (including consequential damages), costs or liability suffered by Grantor or its employees, contractors, invitees, agents or others, arising out of (i) Grantee’s operation, maintenance and repair of the Drainage Facilities and the Easement Area as provided herein, and (ii) the performance of or any failure by Grantee to perform any of the covenants, agreements, conditions, and/or terms of this Easement on Grantee’s part to be performed. Notwithstanding the foregoing, Grantor’s release and hold harmless shall not apply to claims arising solely out of Grantee’s gross negligence or willful misconduct.

e. **Notification:** Fish should not be eaten from the pond.

4. **Default.**

The failure of any party to observe or perform any of the covenants, conditions or obligations of this Easement which is not corrected within thirty (30) days after receipt of written notice from either party specifying the nature of the default shall constitute an event of default of this Easement (“**Defaulting Party**”). Either party shall have the right to prosecute proceedings available at law or in equity against the Defaulting Party, including, but not limited to, the enforcement of the Defaulting Party’s obligations hereunder.

5. **Miscellaneous.**

a. **Governing Law; Venue.** The laws of the State of Florida shall govern this Easement and venue for any cause of action arising out of this Easement shall lie in the Circuit Court in and for Duval County, Florida.

b. **Notices.** Any notice or election required or permitted to be given or served by any party hereto upon the other party shall be deemed given or served in accordance with the provisions of this Easement when delivered either personally or by a courier service to the following addresses:

As to Grantor:

Roy L. Hall, Jr. & Jennifer L. Hall, his wife
11332 Beagle Lane

Jacksonville, Florida 32221

As to Grantee:

City of Jacksonville
Chief of Engineering Construction Management
214 North Hogan Street, 10th Floor
Jacksonville, Florida 32202
Attention: Robin Smith

With a copy to:

City of Jacksonville
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202
Attn: Chief of Real Estate
Telephone: (904) 255-8700

And a copy to:

Office of General Counsel
Government Operations Department
Real Estate and Contracts Division
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Telephone: (904) 630-7067

Either party may change its address for the purpose of giving notice hereunder by giving the other party notice thereof in accordance with the provisions of this paragraph.

c. **Covenants Running with the Land.** This Easement and the easement rights, restrictions and agreements created and granted herein shall be appurtenant to and run with the title to Grantor's property and shall be binding upon the parties and their respective successors and assigns.

d. **Incidental Rights.** The easement rights granted and conveyed herein include all incidental rights reasonably necessary for the use and enjoyment of the easement rights for their intended purpose.

e. **Attorney's Fees.** In the event it becomes necessary for any party hereto to file suit to enforce this Easement or any provisions contained herein or with respect to any matter regarding the subject matter herein, each party shall be responsible for payment of its own attorney's fees, including the costs of paralegals or expert witness fees and costs incurred in such suit, whether at trial or on appeal or in connection with any bankruptcy or similar proceedings.

f. **Recording Fees and Documentary Stamp Taxes.** Grantee shall be responsible for the payment of the recording fees, and Grantor shall be responsible for the payment of any documentary stamp taxes due in connection with this Easement.

g. **No Third-Party Beneficiaries.** This Easement is solely for the benefit of the formal parties herein and no right or cause of action shall, upon or by reason hereof, accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Easement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Easement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

h. **Amendment.** Except as otherwise provided herein, this Easement shall not be changed, amended or modified except by an instrument in writing, executed by the owners of record of the Easement Area and the Grantee.

i. **Counterparts.** This Easement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this Easement, it shall not be necessary to produce or account for more than one such counterpart.

j. **Waiver of Jury Trial.** EACH PARTY TO THIS EASEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DRAINAGE EASEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT LEGAL COUNSEL.

k. **Exhibits.** The Exhibits attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be executed in its name the day and year first above written.

WITNESSES:

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:

Print Name: _____

Roy L. Hall, Jr.

Print Name: _____

Jennifer L. Hall

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by Roy L. Hall, Jr. and Jennifer L. Hall, who [] are personally known to me, or [] produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
My commission expires: _____
Commission No.: _____

(NOTARY SEAL)

GRANTEE:

Signed, sealed and delivered in our presence as witnesses:

CITY OF JACKSONVILLE, a consolidated political subdivision and Florida municipal corporation

Print Name: _____

By: _____
Lenny Curry, Mayor

Print Name: _____

ATTEST:

By: _____
James R. McCain, Jr.,
Corporation Secretary

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____, for and on behalf of Mayor Lenny Curry, as aforesaid, and James R. McCain Jr., the Corporation Secretary of the City of Jacksonville, a consolidated political subdivision and Florida municipal corporation, on behalf of the corporation, who are personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida at Large
My commission expires: _____

Form Approved:

Office of General Counsel

GC-#1371764-v1-Hall_Drainage_Easement_June_2020.docx

Reviewed and Approved:

David Edwards, Esquire

EXHIBIT C TO EASEMENT PURCHASE AGREEMENT

PARCEL 719

TEMPORARY CONSTRUCTION
BASEMENT

PROJECT NO: 2011 206
SHEET NO. 11


A PART OF TRACT 6, BLOCK 2, JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 25 EAST, SAID DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18556, PAGE 936, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A POINT ON THE BASELINE OF SURVEY OF CHAPPEE ROAD, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 00°51'37" WEST, ALONG SAID BASELINE OF SURVEY, AND ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 909.12 FEET; THENCE SOUTH 89°08'23" EAST, A DISTANCE OF 50.00 FEET TO THE EASTERLY EXISTING RIGHT OF WAY LINE OF SAID CHAPPEE ROAD, ALSO BEING THE NORTHWEST CORNER OF A 65 00 FOOT WIDE FLORIDA DEPARTMENT OF TRANSPORTATION DRAINAGE DITCH, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2459, PAGE 310, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTH 89°08'23" EAST, ALONG THE NORTHERLY LINE OF SAID DRAINAGE DITCH, A DISTANCE OF 617.91 FEET TO THE WEST LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18556, PAGE 936, OF THE CURRENT PUBLIC RECORDS; THENCE NORTH 00°58'37" EAST, A DISTANCE OF 310.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°55'37" EAST, ALONG SAID WEST LINE, A DISTANCE OF 600.02 FEET TO THE SOUTH LINE OF BEAGLE LANE (A 30 FOOT RIGHT OF WAY AS PER JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 9, PAGE 93, OF THE CURRENT PUBLIC RECORDS); THENCE NORTH 89°27'10" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 40.01 FEET; THENCE SOUTH 00°55'37" WEST, A DISTANCE OF 300 00 FEET TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18556, PAGE 936; THENCE NORTH 89°27'08" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 295.13 FEET TO THE EAST LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18556, PAGE 936, (ALSO BEING THE WEST LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8307, PAGE 44, OF THE SAID CURRENT PUBLIC RECORDS); THENCE SOUTH 00°58'41" WEST, ALONG SAID EAST LINE A DISTANCE OF 298.41 FEET; THENCE SOUTH 89°10'35" WEST, A DISTANCE OF 335 10 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2.377 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


MICHAEL J. COLEMAN, PSR
PROFESSIONAL SURVEYOR AND MAPPER NO. 6788
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
DATE: AUGUST 9, 2019
NOT VALID UNLESS SIGNED AND SEALED

JW

8-13-19

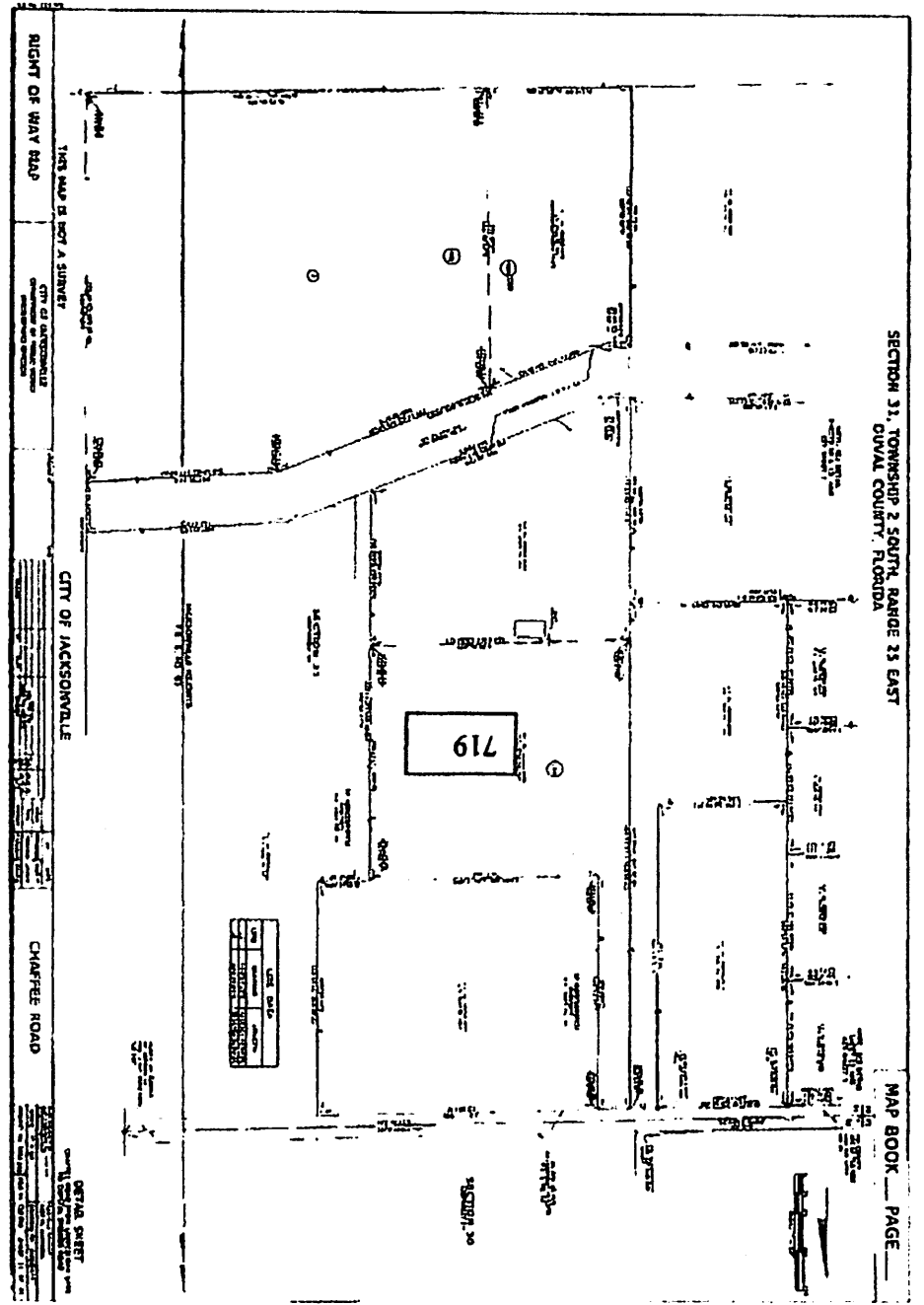


EXHIBIT D TO EASEMENT PURCHASE AGREEMENT

Prepared by: City of Jacksonville
Return to: Real Estate Division, DPW
Ed Ball Building, 10th Floor
214 North Hogan Street
Jacksonville, FL 32202
Project: Chaffee Road Expansion
Parcel: 719
Part of RE #: 008965-0450

TEMPORARY CONSTRUCTION EASEMENT (DEDICATION)

This Temporary Construction Easement made this _____ day of _____, 2020, between **ROY L. HALL, JR. and JENNIFER L. HALL, husband and wife**, whose mailing address is 11332 Beagle Lane, Jacksonville, Florida 32221 ("Grantor"), and **CITY OF JACKSONVILLE**, a Florida Municipal Corporation, whose address is c/o Chief of Engineering Construction Management, 214 North Hogan Street, 10th Floor, Jacksonville, Florida 32202 Attention: Robin Smith ("Grantee").

WHEREAS, as of even date herewith, Grantor is granting to Grantee a drainage easement for the construction and use of a drainage and retention pond (the "Pond") for surface water runoff and storm water drainage and retention for the expansion of Chaffee Road, a public right-of-way (the "Project");

WHEREAS, as a condition of the grant of the drainage easement, Grantor has requested that the material excavated to create the Pond be placed on the Property (defined below) in order to fill in a barrow pit; and

WHEREAS, the temporary easement being granted pursuant to this instrument will allow Grantee to perform such fill operations.

NOW, THEREFORE, Grantor for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged hereby gives, grants, bargains and releases unto Grantee, a temporary easement for the purpose of access to and depositing excavated material from the Pond onto the following described land in Duval County, Florida, described as follows (the "Property"):

SEE EXHIBIT "A" ATTACHED HERETO

THIS Temporary Construction Easement specifically grants unto Grantee the right, to access and use the Property to place material excavated from the construction of the Pond.

Grantee does not warrant or represent the condition, quality or suitability of such excavated material; the density or compaction of such material when it is placed on the Property; or whether the volume of such deposited material will be sufficient to entirely fill the barrow pit located on the Property. Such material is accepted in its "as-is" condition by Grantor with no obligation on the part of Grantee other than to place such material in the barrow pit.

Grantor shall release and hold Grantee harmless from and against any loss, damages (including consequential damages), costs or liability suffered by Grantor or its employees, contractors, invitees, agents or others, arising out of Grantee's performance of any construction activities or other work in connection with this Temporary Construction Easement. Notwithstanding the foregoing, Grantor's release and hold harmless shall not apply to claims arising solely out of Grantee's gross negligence or willful misconduct.

It is understood and agreed by the parties hereto that the rights granted herein shall terminate upon completion of the Project.

IN WITNESS WHEREOF, the said Grantor has signed this day and year first above written.

WITNESSES:

Signed and Sealed in Our Presence as Witnesses:

(Sign) _____
(Print) _____
(As to Both)

(Sign) _____
(Print) _____
(As to Both)

GRANTOR:

ROY L. HALL, JR.

JENNIFER L. HALL

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2020, by Roy L. Hall, Jr. and Jennifer L. Hall, husband and wife, who [] are personally known to me, or [] produced _____ as identification.

Printed name:

Notary Public, State of Florida

My commission expires:

Commission no.:
(NOTARY SEAL)