

PARKING AGREEMENT
Between
JACKSONVILLE TRANSPORTATION AUTHORITY
And
CITY OF JACKSONVILLE
for
City of Jacksonville Magnolia Street Lot Parking

This Parking Agreement (this "Agreement") made and entered into this _____ day of _____, 202__, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, with an address of 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202, Attn: Corporation Secretary (the "City") and the **JACKSONVILLE TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the State of Florida, whose address is 100 LaVilla Center Drive, Jacksonville, Florida 32204 (the "JTA"). (City and the JTA are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties").

RECITALS:

The Parties have made and entered to that certain City of Jacksonville Real Estate Purchase Agreement dated _____, 20__, (the "Purchase Agreement"), whereby the City has agreed to purchase from JTA and JTA has agreed to sell to City certain Property as more particularly described in the Purchase Agreement (the "Property"). A portion of the Property being purchased by the City will displace existing JTA parking appurtenant to the JTA Skyway Operations and Maintenance Center located at the corner of Magnolia Street and Leila Street (the "Skyway Facility"). The Parties desire to enter into this Agreement to formalize the terms and conditions whereby (i) the City will provide replacement parking for JTA at the City's parking lot on Magnolia Avenue as generally depicted on **Exhibit "A"** attached hereto and incorporated herein (the "City Lot"), (ii) City shall construct a fence between the Property being purchased under the Purchase Agreement and the Skyway Facility property, and (iii) City shall agree to close a portion of Magnolia Street lying between the Skyway Facility property and JTA's property directly across Magnolia Street as depicted on **Exhibit "A"** (the "Designated ROW").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the City and JTA hereby covenant and agree as follows:

1. **Recitals; Construction of Agreement.** The foregoing recitals are true and correct and are incorporated herein by this reference. Any capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Purchase Agreement. In the event of any conflict or ambiguity between this Agreement and Purchase Agreement, the terms of this Agreement shall Control.

2. **Grant of Parking Spaces for JTA.** At no cost or expense to JTA, City hereby grants JTA the right and easement to JTA and JTA does hereby agree to accept the right and easement from City for the use of not less than thirty (30) parking spaces in the City Lot for JTA vehicles and vehicles of JTA employees, agents, contractors and business licensees (“JTA Users”). The parking rights granted hereunder shall not grant any rights for parking by the general public. The City may designate in writing a portion of the City lot for JTA Users’ parking (the “JTA Designated Area”), provided that the JTA Designated Area shall accommodate not less than thirty (30) parking spaces meeting the size and other requirements for similar parking spaces under the City’s Code of Ordinances.

3. **Use of JTA Designated Area.** JTA and JTA Users may only use the JTA Designated Area in compliance with the terms and conditions of this Agreement for the parking of motor vehicles (automobiles, light trucks or vans) and not for buses or oversized or heavy trailers or equipment and shall not use spaces in any manner which constitutes either a private or public nuisance. City shall allow access to JTA Users twenty-four (24) hours a day, seven (7) days a week and JTA Users may park vehicles overnight within JTA’s designated parking area. JTA shall have the right, but not the obligation, at JTA’s expense to install a fence, gate, lighting and other appurtenant facilities at the JTA Designated Area to provide for the use and security for JTA Users’ vehicles. JTA may, or upon written request of the City shall, remove the fencing and appurtenant improvements installed by JTA at the expiration of the Term of this Agreement. City reserves the right, but not the obligation, to post areas of the City Lot other than the JTA Designated Area for towing of unauthorized vehicles in accordance with all applicable laws. City may monitor and patrol the City Lot Premises and to arrange for towing by City or on its behalf for any vehicles parked in violation of this Agreement or any other applicable laws or rules; provided, City shall not be liable for towing by any third-party contractor. JTA shall keep the JTA Designated Area in good condition and free of trash and debris. JTA and JTA Users shall comply with all laws, ordinances, regulations and rules, whether federal, state or local as they relate to use of the JTA Designated Area.

4. **Term.** The term of the Agreement (“Term”) shall commence on the Closing Date under the Purchase Agreement (the “Commencement Date”) and shall be for an initial Term of five (5) years. The Term of this Agreement may be extended upon mutual written agreement of the Parties.

5. **Assignment and Sublicensing.** Other than the JTA Users, JTA may not assign or sublicense the rights and obligations under this Agreement without the prior written approval of the JTA, provided that JTA shall remain bound under the terms and conditions of this Agreement and the sublicensee will be subject to all terms and conditions of this Agreement.

6. **Risk, Insurance and Indemnity.** JTA and JTA’s users shall use the City Lot at their respective risk. City shall not be liable whatsoever for any injury to person or damage to or loss of property on or about the City Lot arising out of use of the City Lot by JTA or JTA Users except if caused by City’s active negligence or willful misconduct.

JTA or its designated JTA Users shall secure and maintain in force during the Term commercial general liability insurance policy issued by a company or companies reasonable satisfactory to JTA, with a combined single-limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and statutory workers' compensation coverage with minimum limits of not less than \$500,000 per accident; provided that JTA may self-insure to meet such limits or provide such coverage under an umbrella insurance policy. To the extent allowed by law, JTA shall indemnify and hold harmless City from and against any liability arising out of the use of the City Lot by JTA or JTA's users; provided, however, nothing herein shall be deemed a waiver of JTA's sovereign immunity beyond the limits provided in Section 768.28, Florida Statutes.

7. **Quiet Enjoyment.** Subject to the terms and conditions set forth in this Agreement, City covenants and warrants that so long as JTA is not in default hereunder during the Term of this Agreement and any extension thereof, JTA's quiet and peaceable enjoyment of the JTA Designated Area shall not be disturbed or interfered with by City.

8. **Default.** If either Party fails to perform under the provisions of this Agreement after thirty (30) days written notice of default (or if such remedy is incapable of being cured within 30 days and JTA commences such cure within 30 days and thereafter diligently pursues such remedy to completion within 180 days), the other Party may cure the default on behalf of and at the expense of the defaulting Party and seek reimbursement of the cost of cure from the defaulting party on demand. In the event of a default not timely cured as provided herein, the non-defaulting Party shall have the right to terminate this Agreement upon the date specified in not less than thirty (30) days' prior written notice to the defaulting Party. Failure of either Party to insist upon strict performance by the other Party shall not constitute a release of the other party from its obligations under this Agreement nor shall it be deemed a waiver of rights.

9. **Eminent Domain; Casualty.** If all or any portion of the City Lot is condemned, the City shall have the exclusive right to any condemnation award or payment without apportionment; provided, however, JTA may maintain a separate claim for any losses it incurs as a result of such condemnation. In the event of a casualty prohibiting the access to or use of all or any portion the JTA Designated Area parking spaces under this Agreement, City shall use its best good-faith efforts to provide alternative parking spaces within the City Lot or adjacent parking facilities owned or operated by City.

10. **City Fencing of Property.** If not previously constructed by City, promptly after Closing on the purchase of the Property pursuant to the Purchase Agreement, and before commencing any construction on the Property, the City, at its expense, shall (i) erect a chain-link fence along the boundary line between the Property and the adjoining Skyway Facility property, and (ii) install a security fence and electronic gate at the Magnolia and Leila Street locations shown on Exhibit "A". The fencing and electronic security gates shall match or exceed the existing fence/electronic gate specifications and comply with the specifications set forth on Exhibit "B" attached hereto and incorporated by reference herein.

11. **Closure of Magnolia Street Designated ROW.** At no cost to JTA, within sixty (60) days after Closing on the purchase of the Property pursuant to the Purchase Agreement, the City shall close the right of way Designated ROW of Magnolia Street as depicted on **Exhibit "A"** and execute and deliver to JTA a deed quit claiming to JTA any right, title and interest in and to such closed Designated ROW.

12. **Notices.** Any notice request or other communication which JTA or City may be required to give to the other party shall be in writing and shall be either delivered or mailed, certified mail, return receipt requested, to the other party at the address specified herein. Instruments and notices will be deemed delivered upon actual receipt if not mailed or if mailed upon deposit into the United States Mail, in which case the timely delivery of such notice shall be the date of mailing plus three (3) days. For purposes of this Agreement, notices shall be sent to:

JTA: Jacksonville Transportation Authority
Attn: _____
100 LaVilla Center Drive
Jacksonville, Florida 32204

CITY: Public Works Department
Engineering and Construction Management
Attn: City Engineer
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202

13. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto as to the matters set forth herein, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by JTA and the City. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed and delivered electronically in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of

the contents of each paragraph. JTA and the City do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Duval County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

14. **Jurisdiction/Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Any action or proceeding arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in Duval County, Florida.

15. **Waiver of Jury Trial.** JTA AND THE CITY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE JTA'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

16. **Attorney's Fees.** In the event of any court proceedings to enforce this Agreement or collect any sums due as provided in this Agreement or to collect money damages for breach of this Agreement, the substantially prevailing Party will be entitled to collect from the other Party reimbursement for the reasonable actual fees of attorneys and court costs in connection with the action.

17. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either the City or JTA execute this Agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement on the day and year written below.

WITNESSES:

Print Name: _____

Print Name _____

Print Name _____

Print Name _____

“CITY”

CITY OF JACKSONVILLE,

a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

Assistant General Counsel

“JTA”

JACKSONVILLE
TRANSPORTATION AUTHORITY,
a body politic and corporate and an agency of the state of Florida

By: _____

Date: _____

APPROVED AS TO FORM FOR
EXECUTION BY A SIGNATORY OF
THE JACKSONVILLE
TRANSPORTATION AUTHORITY

General Counsel:
Nelson Mullins Riley & Scarborough, LLP

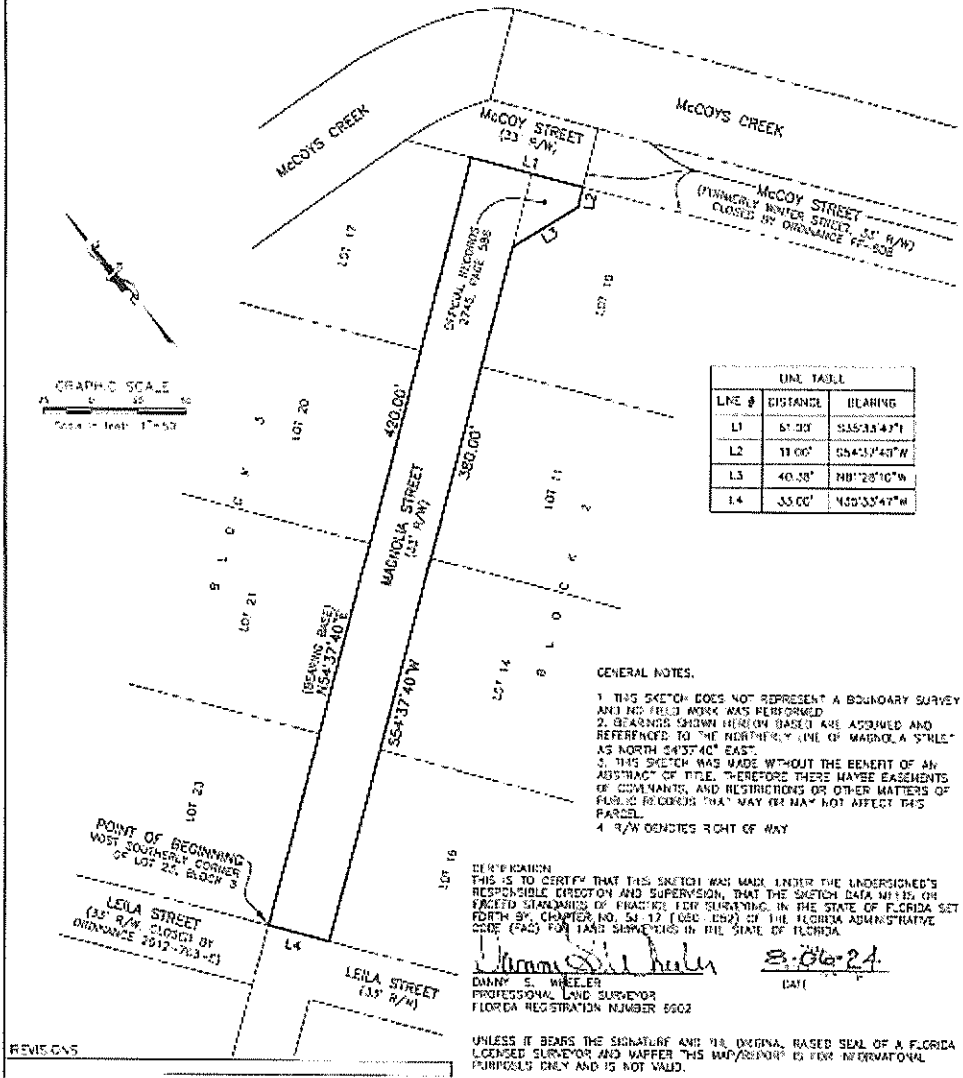
By: _____

Date: _____

Exhibit "A"

MAP SHOWING SKETCH AND DESCRIPTION OF

A PORTION OF MAGNOLIA STREET, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DIVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 23, BLOCK 3, OF SAID MAP OF BROOKLYN; THENCE NORTH 54°37'40" EAST, ALONG THE NORTHERLY LINE OF SAID MAGNOLIA STREET, A DISTANCE OF 420.00 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF MCCOY STREET AS SHOWN ON SAID MAP OF BROOKLYN, THENCE SOUTH 25°33'47" EAST, ALONG LAST SAID LINE, A DISTANCE OF 61.00 FEET TO THE MOST EASTERLY CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2743, PAGE 688 OF THE CURRENT PUBLIC RECORDS OF SAID DIVAL COUNTY; THENCE SOUTH 54°37'40" WEST, ALONG THE SOUTHWESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 11.00 FEET; THENCE NORTH 81°28'10" WEST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 49.98 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID MAGNOLIA STREET; THENCE SOUTH 54°37'40" WEST, ALONG LAST SAID LINE, A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING.
 THE ABOVE DESCRIBED LANDS CONTAINS 14,574 SQUARE FEET OR 0.33 ACRES, MORE OR LESS.



LINE #	DISTANCE	BEARING
L1	61.00'	S25°33'47"E
L2	11.00'	S54°37'40"W
L3	49.98'	N81°28'10"W
L4	33.00'	N55°33'47"W

- GENERAL NOTES:
1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY AND NO FIELD WORK WAS PERFORMED.
 2. BEARINGS SHOWN HEREON BASED ARE ASSUMED AND REFERENCED TO THE NORTHERLY LINE OF MAGNOLIA STREET AS NORTH 54°37'40" EAST.
 3. THIS SKETCH WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THEREFORE THERE MAYBE EASEMENTS OF COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORDS THAT MAY OR MAY NOT AFFECT THIS PARCEL.
 4. R/W DENOTES RIGHT OF WAY.

DEFINITION
 THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS OR EXCEEDS STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA SET FORTH BY CHAPTER NO. 54 17 (SEC. 552) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

Danny S. Wheeler 8-06-24
 DANNY S. WHEELER
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 6602

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND WAIVER THIS MAP/SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SURVEY DATA:		CITY OF JACKSONVILLE DEPARTMENT OF PUBLIC WORKS 214 N. HOGAN STREET, ENGINEERING DIVISION FLOOR, JACKSONVILLE, FL 32209 (904)255-8755	SHEET NO. OF DRAWING NO. DRAWING TITLE
DATE	02/2/2024		
SCALE	1"=20'		
PROJECT NO.			
DRAWN BY	SCC		
LAST DATE IN TITLE	N/A		

Exhibit "B"

Specifications to be provided