



This instrument prepared by:  
Kealey A. West, Esq.  
Office of General Counsel  
City of Jacksonville  
117 West Duval Street  
Suite 480  
Jacksonville, FL 32202

### **DECLARATION OF RESTRICTIVE COVENANT**

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter “Declaration”) is made by the **City of Jacksonville**, a body politic and corporate of the State of Florida (hereinafter “GRANTOR”) and the **Florida Department of Environmental Protection** (hereinafter “FDEP”).

#### **RECITALS**

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Duval, State of Florida, more particularly described in **Exhibit “A”** attached hereto and made a part hereof (hereinafter the “Property”).

B. FDEP Facility Identification Number for the Property is ERIC\_14784. The facility name at the time of this Declaration is Pine Forest Pond, located near the intersection of Grant Road & Johnson Avenue, Jacksonville, FL 32207 (Duval County Property Appraiser parcel numbers 147419-0000, 147524-0000, 147524-0010, 147522-0000, 147523-0000, and 147517-0000). The Property is the current location of a stormwater pond where surface debris consisting of mostly household trash was encountered during excavation of the pond that prompted the initiation of site

assessment activities at the Property. This Declaration addresses contamination that was reported to FDEP in the spring of 2009.

C. The presence of arsenic, barium, chromium, lead, dieldrin and total chlordane on the Property is documented in the following report that is incorporated by reference:

1. Site Assessment Report prepared by Aerostar Environmental Services, Inc. dated April 2, 2012.

D. The report noted in Recital C sets forth the nature and extent of the contamination described in Recital C that is located on the Property. This report confirms that contaminated soil as defined by Chapter 62-770, Florida Administrative Code (F.A.C.), exists on the Property.

E. It is GRANTOR's and FDEP's intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of contaminants increase above the levels approved in the Order, or if a subsequent discharge occurs at the Property, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility ERIC\_14784 can be found by contacting the appropriate FDEP district office or Tallahassee program area.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes the following restrictions and requirements:

Land Use Restrictions. The following uses of the Property are prohibited: agricultural use of the land including forestry, fishing and mining; hotels or lodging; recreational uses including amusement parks, parks, camps, museums, zoos, or gardens; residential use; and educational uses such as elementary or secondary schools, or day care services. These prohibited uses are specifically defined by using the North American Industry Classification System, United States, 2017 (NAICS), Executive Office of the President, Office of Management and Budget. The prohibited uses by code are: Sector 11 Agriculture, Forestry, Fishing and Hunting; Subsector 212 Mining (except Oil and Gas);

Code 512132 Drive-In Motion Picture Theaters; Code 519120 Libraries and Archives; Code 531110 Lessors of Residential Buildings and Dwellings; Subsector 61110 Elementary and Secondary Schools; Subsector 623 Nursing and Residential Care Facilities; Subsector 624 Social Assistance; Subsector 711 Performing Arts, Spectator Sports and Related Industries; Subsector 712 Museums, Historical Sites, and Similar Institutions; Subsector 713 Amusement, Gambling, and Recreation Industries; Subsector 721 Accommodation (hotels, motels, RV parks, etc.); Subsector 813 Religious, Grantmaking, Civic, Professional, and Similar Organizations; and Subsector 814110 Private Households.

3. In the remaining paragraphs, all references to “GRANTOR” and “FDEP” shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to the GRANTOR. Access to the Property is available via an immediately adjacent public right-of-way.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP’s rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant. Without limiting the generality of paragraph 3 above, it is the intention of the parties that if GRANTOR has conveyed the Property, the GRANTOR’s successors and assigns shall be required to perform such notification.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the Property is located. To receive prior approval from FDEP to remove or amend any requirement herein, cleanup target

levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment, including new or revised exhibits, must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

**The remainder of this page is intentionally left blank.**

IN WITNESS WHEREOF, GRANTOR has executed this instrument, this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTESTED:

**CITY OF JACKSONVILLE**

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name: Lenny Curry, Mayor

\_\_\_\_\_  
Name

City of Jacksonville  
117 West Duval Street  
Jacksonville, FL 32202

\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  **physical presence** or  **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of the City of Jacksonville, a body politic and corporate, on behalf of the City. Such person is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name:\_\_\_\_\_

Notary Public, State of Florida

My Commission Expires:\_\_\_\_\_

Form Approved,  
Office of General Counsel

By: \_\_\_\_\_  
Assistant General Counsel

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. \_\_\_\_\_.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Name: Gregory I. Strong  
Position: Director, Northeast District  
Florida Department of Environmental Protection  
Northeast District  
8800 Baymeadows Way West, Suite 100  
Jacksonville, Florida 32256

Signed, sealed and delivered in the presence of:

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as representative for the Florida Department of Environmental Protection.

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

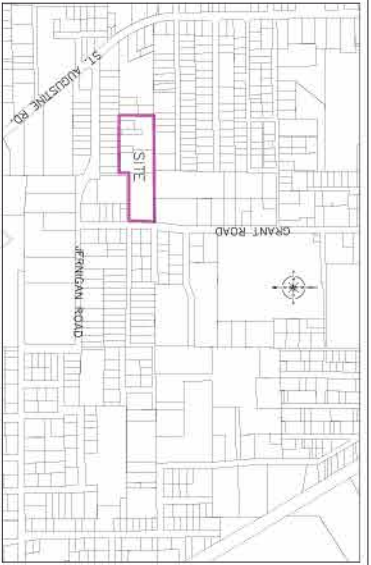
\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print Name of Notary Public  
Commission No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

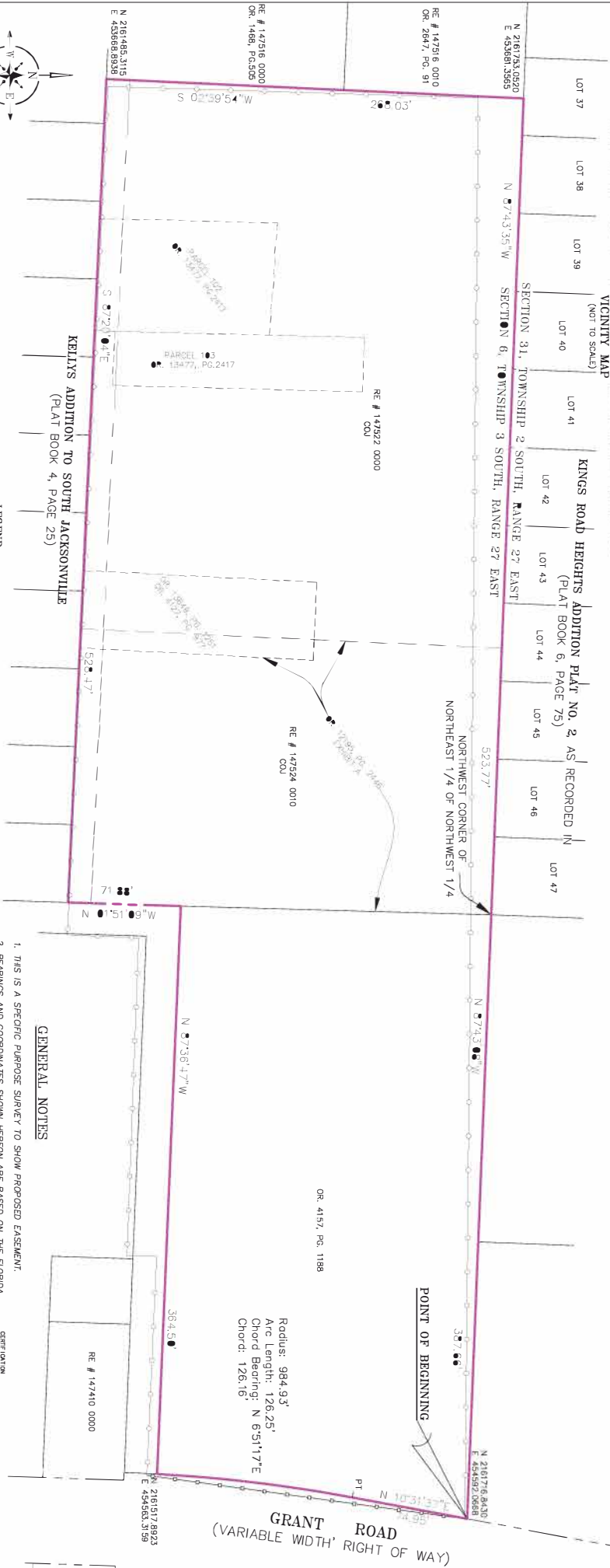
## EXHIBIT A

A PORTION OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF GRANT ROAD, (A VARIABLE WIDTH RIGHT OF WAY), WITH THE NORTH LINE OF SAID SECTION 6; THENCE NORTH  $87^{\circ}43'08''$  WEST, ALONG LAST SAID NORTH LINE, 387.66 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF KINGS ROAD HEIGHTS ADDITION PLAT NO. 2, AS RECORDED IN PLAT BOOK 6, PAGE 75 OF THE CURRENT PUBLIC RECORDS, DUVAL COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH  $87^{\circ}43'35''$  WEST, CONTINUING ALONG LAST SAID NORTH LINE AND SOUTHERLY BOUNDARY, 523.77 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2647, PAGE 91, SAID CURRENT PUBLIC RECORDS; THENCE SOUTH  $02^{\circ}39'54''$  WEST, ALONG LAST SAID LINE AND THE EAST LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1468, PAGE 505, SAID CURRENT PUBLIC RECORDS, 268.03 FEET TO THE NORTHERLY BOUNDARY OF KELLYS ADDITION TO SOUTH JACKSONVILLE, AS RECORDED IN PLAT BOOK 4, PAGE 25 OF SAID PUBLIC RECORDS; THENCE SOUTH  $87^{\circ}20'04''$  EAST, ALONG LAST SAID LINE, 528.47 FEET; THENCE NORTH  $01^{\circ}51'09''$  WEST, 71.88 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 4157, PAGE 1188 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH  $87^{\circ}36'24''$  EAST, ALONG LAST SAID LINE 364.50 FEET TO AN INTERSECTION WITH AFORESAID EASTERLY RIGHT OF WAY LINE OF GRANT ROAD AND A POINT ON A CURVE, SAID CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 984.93 FEET; THENCE ALONG SAID RIGHT OF WAY AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 126.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF: NORTH  $6^{\circ}51'17''$  EAST, 126.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH  $01^{\circ}31'37''$  EAST, CONTINUING ALONG SAID RIGHT OF WAY, 74.95 FEET TO THE POINT OF BEGINNING.  
CONTAINING 4.97 MORE OR LESS.



**MAP SHOWING SPECIFIC PURPOSE SURVEY OF:**  
 A PORTION OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGIN AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF GRANT ROAD, (A VARIABLE WIDTH RIGHT OF WAY), WITH THE NORTH LINE OF SAID SECTION 6; THENCE NORTH 87°43'08" WEST, ALONG LAST SAID NORTH LINE, 387.66 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF KINGS ROAD HEIGHTS ADDITION PLAT NO. 2, AS RECORDED IN PLAT BOOK 6, PAGE 75 OF THE CURRENT PUBLIC RECORDS, DUVAL COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 87°43'35" WEST, CONTINUING ALONG LAST SAID NORTH LINE AND SOUTHERLY BOUNDARY, 523.77 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2647, PAGE 91, SAID CURRENT PUBLIC RECORDS, THENCE SOUTH 02°39'54" WEST, ALONG LAST SAID LINE AND THE EAST LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1468, PAGE 505, SAID CURRENT PUBLIC RECORDS, 268.03 FEET TO THE NORTHERLY BOUNDARY OF KELLYS ADDITION TO SOUTH JACKSONVILLE, AS RECORDED IN PLAT BOOK 4, PAGE 25 OF SAID PUBLIC RECORDS; THENCE SOUTH 87°20'04" EAST, ALONG LAST SAID LINE, 528.47 FEET; THENCE NORTH 01°51'09" WEST, 71.88 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 4157, PAGE 1188 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 87°36'24" EAST ALONG LAST SAID LINE 364.50 FEET TO AN INTERSECTION WITH A FORESAID EASTERLY RIGHT OF WAY LINE OF GRANT ROAD AND A POINT ON A CURVE, SAID CURVE BEING CONVEX EASTERLY AND HAVING A RADIUS OF 984.93 FEET; THENCE ALONG SAID RIGHT OF WAY AND AROUND THE ARC OF SAID CURVE AN ARC DISTANCE OF 126.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF: NORTH 65°11'17" EAST, 126.16 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 01°31'37" EAST, CONTINUING ALONG SAID RIGHT OF WAY, 74.95 FEET TO THE POINT OF BEGINNING, CONTAINING 4.97 MORE OR LESS.



- GENERAL NOTES**
1. THIS IS A SPECIFIC PURPOSE SURVEY TO SHOW PROPOSED EASEMENT.
  2. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM 83.
  3. THE RIGHT OF WAY AND PARCEL INFORMATION WAS OBTAINED BY MAP OF THE PROPERTY AND ASSOCIATES, LIMITED, 1719 2ND AVENUE, JACKSONVILLE, FLORIDA 32202, ENGINEERING DEPARTMENT, TOPOGRAPHICAL & SURVEY SECTION, DUVAL COUNTY, FLORIDA.

**DEFINITION:** THE SURVEY WAS MADE UNDER THE SUPERVISION OF THE REGISTERED PROFESSIONAL LAND SURVEYOR AND SUPERVISOR OF THE SURVEY DATA COMPILER, BOTH OF WHOM ARE LICENSED UNDER THE SURVEYING AND MAPPING ACT OF THE STATE OF FLORIDA (CHAPTER 473, F.S.).

**REGISTERED LAND SURVEYOR:** DATE: \_\_\_\_\_  
**PROFESSIONAL LAND SURVEYOR:** DATE: \_\_\_\_\_  
**REGISTERED LAND SURVEYOR NUMBER:** 3288

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL REVERSED SEAL OF A FLORIDA REGISTERED LAND SURVEYOR, THIS SURVEY IS NOT VALID.

NO.	BY	DATE	REVISIONS	SURVEY DATA	DATE	BY
1	DAVID R. LARSON	07-09-2013	PROJECT NAME: PINE FOREST/LARSON ACRES	DATE: 07-09-2013	SCALE: 1"=30'	
2	DAVID R. LARSON	07-09-2013	PROJECT NAME: PINE FOREST/LARSON ACRES	DATE: 07-09-2013	SCALE: 1"=30'	
3	DAVID R. LARSON	07-09-2013	PROJECT NAME: PINE FOREST/LARSON ACRES	DATE: 07-09-2013	SCALE: 1"=30'	
4	DAVID R. LARSON	07-09-2013	PROJECT NAME: PINE FOREST/LARSON ACRES	DATE: 07-09-2013	SCALE: 1"=30'	
5	DAVID R. LARSON	07-09-2013	PROJECT NAME: PINE FOREST/LARSON ACRES	DATE: 07-09-2013	SCALE: 1"=30'	
6	DAVID R. LARSON	07-09-2013	PROJECT NAME: PINE FOREST/LARSON ACRES	DATE: 07-09-2013	SCALE: 1"=30'	
7	DAVID R. LARSON	07-09-2013	PROJECT NAME: PINE FOREST/LARSON ACRES	DATE: 07-09-2013	SCALE: 1"=30'	
8	DAVID R. LARSON	07-09-2013	PROJECT NAME: PINE FOREST/LARSON ACRES	DATE: 07-09-2013	SCALE: 1"=30'	
9	DAVID R. LARSON	07-09-2013	PROJECT NAME: PINE FOREST/LARSON ACRES	DATE: 07-09-2013	SCALE: 1"=30'	
10	DAVID R. LARSON	07-09-2013	PROJECT NAME: PINE FOREST/LARSON ACRES	DATE: 07-09-2013	SCALE: 1"=30'	