

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made on _____, 2026, between **KEVIN THIGPEN and WILIAM TAYLOR** (collectively, "Seller"), and **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida ("Buyer").

RECITALS:

WHEREAS, Seller is the owner of six (6) parcels of real property generally located in Jacksonville, Florida, 32209, described and depicted on **Exhibit "A"** attached hereto and incorporated herein by this reference, and comprising RE Parcel Nos: 056005-0000, 056006-0000, 056007-0000, 056008-0000, 056009-0000, and 056010-0000, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (the "Property"); and

WHEREAS, Buyer desires to acquire the Property for public use subject to the terms and conditions set forth herein, and Seller desires to sell the Property to Buyer on such terms.

IN CONSIDERATION of the mutual covenants of the parties in this Agreement, \$10 paid in hand, 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

- a. **The Property.** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement the Property together with all hereditaments pertaining to the property, including all subsurface rights, all development rights, any right, title, and interest of Seller to adjacent streets, roads, alleys, or rights-of-way, and any easements, express or implied, benefitting the Property.

2. PURCHASE PRICE; ESCROW AGENT

- a. The purchase price to be paid by Buyer to Seller for the Property shall be **THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS** (\$350,000.00) (the "Purchase Price") and shall be paid in immediately available United States funds to the law firm of Edwards Cohen, 200 W. Forsyth Street, Suite 1300, Jacksonville, Florida 32202 ("Escrow Agent") at Closing by wire transfer. Subject to the terms of this Agreement, Seller shall deliver the property free and clear of any mortgage liens, and free of hazardous or environmental conditions. There is no deposit due from Buyer.
- b. The payment of the Purchase Price to the Escrow Agent at Closing shall be subject to the following provisions:
 - (i) The payment of the Purchase Price to Escrow Agent is for the accommodation of the parties. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize Escrow Agent, without creating any obligation on the part of Escrow Agent in the event this Agreement or the Purchase Price becomes involved in litigation, to deposit the Purchase Price with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and

discharged of any further responsibility under this Agreement. The undersigned also authorizes Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Purchase Price with the clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

- (ii) Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice or instruction is given.
- (iii) Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall be responsible for any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation for which they are legally responsible.
- (iv) The provisions of this paragraph apply to Escrow Agent only in his or her capacity as Escrow Agent. They do not apply to Escrow Agent in any other capacity, such as closing agent, title agent, or attorney.

3. **APPROVAL OF CITY COUNCIL** This Agreement is not effective until the date it is approved by the members of the Jacksonville City Council at a duly noticed public meeting, and it is thereafter duly executed by the Mayor and attested by the Corporation Secretary ("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. **Delivery of Title, Survey and Other Property Information.**

Within 5 days after the Effective Date, to the extent any of the following are in actual possession of the Seller, Seller shall deliver to Buyer:

- (i) Copy of any existing boundary survey of the Property and the Seller Easement.
- (ii) Copy of any existing environmental site assessment(s) of the Property, including but not limited to, a Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, and/or soil and groundwater testing and analyses reports. To the extent that such reports were prepared for the Seller, the Seller shall obtain a reliance letter from the author of the environmental report(s) listing the Buyer as a user of the report(s). If the site assessment identifies any environmental concerns the provisions of paragraph 5.c. shall apply.
- (iii) Copy of any existing correspondence, survey or report related to the presence or absence of threatened or endangered species located on the Property, including but not limited to bald eagles nests and gopher tortoises. If a permit exists for development within proximity to an eagle's nests or over gopher tortoise areas and the terms of the permit(s) are acceptable to Buyer, in Buyer's sole discretion, then Seller shall take all action necessary to transfer the permit(s) to Buyer at Closing.

- (iv) Copy of any existing correspondence, survey or report related to the presence or absence of wetlands located on the Property.
 - (v) Copy of any existing correspondence, survey or report related to the presence of mold, asbestos, lead-based paint or radon associated with any structures located on the Property.
 - (vi) Copy of any correspondence, survey or report related to geotechnical testing or subsurface investigation.
 - (vii) Copy of any existing appraisal for the Property.
 - (viii) Copies of any contracts, leases, or other written documents applicable to the Property, and summaries of any oral agreements, such as rights of first refusal or first offer, relating to the Property. All contracts, leases, or other agreements encumbering the Property shall be cancelled by Seller at or prior to Closing unless otherwise agreed to in writing by Seller and Buyer.
 - (ix) Copy of the most recent title commitment or title insurance policy on the Property in possession of Seller.
- b. **Due Diligence Period.** Buyer shall have up to ninety (90) days after the Effective Date within which to inspect the Property (the “Due Diligence Period”). 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. If Buyer terminates the Agreement during the Inspection Period, Buyer shall return the Due Diligence materials delivered to Seller.

- c. **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. Subject to Section 768.28, Florida Statutes, 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.
- d. **Post Due Diligence Period.** After the expiration of 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.
- e. **Termination by Buyer.** Buyer has the right at any time during the Due Diligence Period to terminate this Agreement if (i) Buyer determines that the Property is not acceptable to Buyer in Buyer's sole discretion or (ii) 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, the Deposit shall be immediately refunded to Buyer, 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) No more than twenty (20) days after the Effective Date, Buyer shall obtain at its cost a commitment for an owner's title insurance policy from a title agent and title insurance underwriter acceptable to Buyer (the "Title Company"), agreeing to issue to Buyer upon the recording of the Deed provided for in this Agreement, an ALTA fee policy of title insurance Form B with Florida revisions in the amount of the Purchase Price insuring Buyer's title to the Property (the "Title Commitment"), as well as survey and contiguity endorsements.
- (ii) No more than fifteen (15) days after receipt of last of the Title Commitment and the Survey, as defined herein, 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 ten (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 thirty (30) days after its election. If Seller elects not to cure such title objections, within thirty (30) days after Seller's response, Buyer may (i) refuse to purchase the Property and terminate this Agreement; (ii) waive the objections and close the purchase of the Property subject to the objections, with a mutually agreeable reduction of the Purchase Price; (iii) waive the objections and close the purchase of the Property 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.

b. **Survey.** Within thirty (30) days after the Effective Date, Buyer shall obtain at its cost new surveys of (i) the Property, in order to establish the acreage of the Property, among other reasons (the "Survey"). The Survey of the Property shall be certified to Seller, Seller's attorney, the Title Company, the Title Agent, and Buyer, shall meet or exceed Standards of Practice for Surveying, in the State of Florida set forth by: Chapter No. 5J-17 (.050-.052) of the Florida Administrative Code (FAC), 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.**

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.

6. **CLOSING PROVISIONS**

a. **Closing Date.** The transfer of the Property in the manner contemplated by this Agreement (the "Closing") shall take place within Thirty (30) days after expiration or waiver of the Due Diligence Period (the "Closing Date").

b. **Location of Closing.** Closing shall occur at the offices of Escrow Agent at a time and date of Buyer's choosing. It shall not be a requirement of closing that either Buyer or Seller appear in person as either party execute and deliver the required closing documents to the closing agent to be held in escrow prior to the Closing Date.

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) If Seller is selling in a representative capacity, Seller shall have executed the beneficial interest affidavit as required by Section 286.23, Florida Statutes at least ten (10) days prior to Closing in the form attached as Exhibit "B".

d. Seller's Obligations at Closing. At Closing Seller shall:

- (i) Execute, acknowledge, and deliver to Buyer a special warranty deed in recordable form (the "Deed") in substantially the same form as attached as **Exhibit "C,"** conveying the Property to Buyer subject only to the exceptions accepted by Buyer.
- (ii) Execute and deliver to Buyer an assignment of all contracts, licenses, leases (that are not canceled by Closing Date, if any), and other similar intangibles or rights pertaining to the Property that Buyer has elected to accept, if any, and any SNDAs that may be required.
- (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), if any, of all licenses and permits applicable to the Property 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.

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, in an amount equal to the Purchase Price after credits and proration, for delivery to Seller on Seller's performance of its obligations.
- (ii) Buyer shall execute and deliver the closing statement, the Lease, 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 all documentary stamp taxes on the Deed and recording costs of the Deed.
 - (b) The costs of satisfying any liens or encumbrances against the Property;

(ii) Buyer shall pay:

- (a) All costs incurred in obtaining the Survey of the Property;
- (b) The insurance premium for the Title Policy;
- (c) The cost of the Title Commitment; and
- (d) All costs incurred for Buyer's inspections of the Property.

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

g. Prorations.

- (i) Amounts payable under any contracts and leases assigned to Buyer pursuant to the terms of this Agreement shall be prorated as of 12:00 a.m. on the date of Closing, with the date of Closing belonging to Buyer.
- (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.

Ad valorem real estate taxes on the Property shall be escrowed at closing as provided in §196.295, F.S.

i. Possession.

Exclusive possession of the Property shall be delivered to Buyer at Closing free and clear of any existing tenants, squatters, or unauthorized occupants.

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 Deed 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 if Seller has made specific performance an impossible remedy, then seek damages at law; or (iii) refuse to close and 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 and exclusive remedy is to terminate this Agreement. In no event of default or other event shall any of Buyer's officers, board members, employees, agents, directors, or any trustee or beneficiary thereof, have any personal liability under this Agreement for any reason.

c. **Cure.**

Prior to a party exercising their respective remedies above, the non-defaulting party shall provide the defaulting party with written notice describing the default and five (5) days to cure the default prior to the non-defaulting party enforcing its remedies set forth in this Agreement. Notwithstanding the foregoing, Seller's failure to timely close pursuant to the terms of this Agreement shall not be subject to any grace or cure period set forth herein.

8. **BROKERAGE COMMISSIONS**

Each party warrants and represents to the other that no real estate broker or agent was involved in the sale and purchase transaction contemplated in this Agreement. Each party agrees to indemnify, defend and hold the other party harmless from and against any and all claims or demands made with respect to any brokerage fees or commissions or other form of compensation asserted by any person, firm or corporation, and arising from the acts of the indemnifying party in connection with this Agreement or the transaction contemplated hereby. This warranty, representation and indemnification shall survive delivery of the Deed and Closing.

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 for a period of one (1) year.

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
Parks, Recreation and Community Services Dept.
Attn: Director
214 N. Hogan Street, 4th Floor
Jacksonville, Florida 32202

With a Copy to:

Office of General Counsel
Attn: Government Operations
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

City of Jacksonville
Public Works Real Estate Division
Attn: Chief
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202

To Seller:

Kevin Thigpen and William Taylor
2905 Algonquin Avenue
Jacksonville, Florida 32210

With a Copy to:

To be provided

d. Representations and Warranties of Seller.

Seller makes the following representations and warranties to Buyer:

- (i) Action of Seller. Seller has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes the valid and binding obligation and agreement of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.
- (ii) No Violations of Agreements. Neither the execution, delivery or performance of this Agreement by Seller, nor Seller's compliance with the terms and provisions of this Agreement, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under, or result in the creation of any lien, charge or encumbrance upon its Property pursuant to the terms of any indenture, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument which will bind Seller or the Property at Closing.
- (iii) Pending Actions. To Seller's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller which, if adversely determined, would individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement.
- (iv) No Bankruptcy Proceedings. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, or (iv) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets.
- (v) Compliance with Laws. To Seller's knowledge, Seller has received no written notice alleging any material violations of law, municipal or county ordinances or other legal requirements with respect to the Property or any portion thereof, which violation or alleged violation has not been corrected.
- (vi) Condemnation. To Seller's knowledge, Seller has received no written notices of any pending or threatened condemnation or eminent domain proceeding against the Property.

- (vii) Leases. There are no leases to which Seller is a party affecting the Property.
- (viii) Other Agreements. Seller has not entered into any contract or agreement with respect to the Property which will be binding on Buyer after the Closing.
- (ix) Not a Foreign Person. Seller is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.
- (x) None of the Sellers is a Person with whom U.S. Persons are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action.
- (xi) Employees. Seller has no employees or employment agreements or collective bargaining agreements at the Property for which Buyer will be responsible after the Closing.
- (xii) Environmental Liability. To Seller’s knowledge (i) there are no Hazardous Materials (as defined below) on, within, under or upon the Property, in amounts or of kinds that in their current condition pose a threat to human health or the environment or pose a risk of liability under Hazardous Materials Laws; and (ii) there are no underground storage tanks within the Property. Seller does hereby assign to Buyer (effective at and as of the Closing Date) any and all environmental warranties, indemnification agreements and rights of action Seller may have against third parties (if any) relating to the presence of any such hazardous substances or underground tanks to the extent assignable. As used herein, **“Hazardous Materials”** shall mean and include, but shall not be limited to any petroleum product, all hazardous or toxic substances or wastes and any substances or organisms (including any mold or fungi) which because of their quantitated concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to the health, safety or welfare of the general public or of any occupants of the Improvements or to the environment, including, without limitation, any hazardous or toxic waste or substances which are included under or regulated by any applicable law or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1802; the Resource Conservation and Recovery Act, 42 U.S.C. §9601, et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Clean Air Act 42 U.S.C. §7401 et seq.; the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and similar state laws and regulations adopted thereunder (collectively, **“Hazardous Materials Laws”**).

e. 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.

f. 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.

g. Applicable Law.

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

h. Headings.

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

i. Counterparts.

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

j. 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.

k. 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.

l. Risk of Loss.

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

m. Recording.

This Agreement shall not be recorded.

n. 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.

o. **Time of Essence.**

Time is of the essence of this Agreement.

*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:

KEVIN THIGPEN

By: 
Date: 12/17/25

SELLER:

WILLIAM TAYLOR

By: 
Date: 12-17-2025

BUYER:

CITY OF JACKSONVILLE

Donna Deegan, Mayor
Date Signed: _____
("Effective Date")

ATTEST:

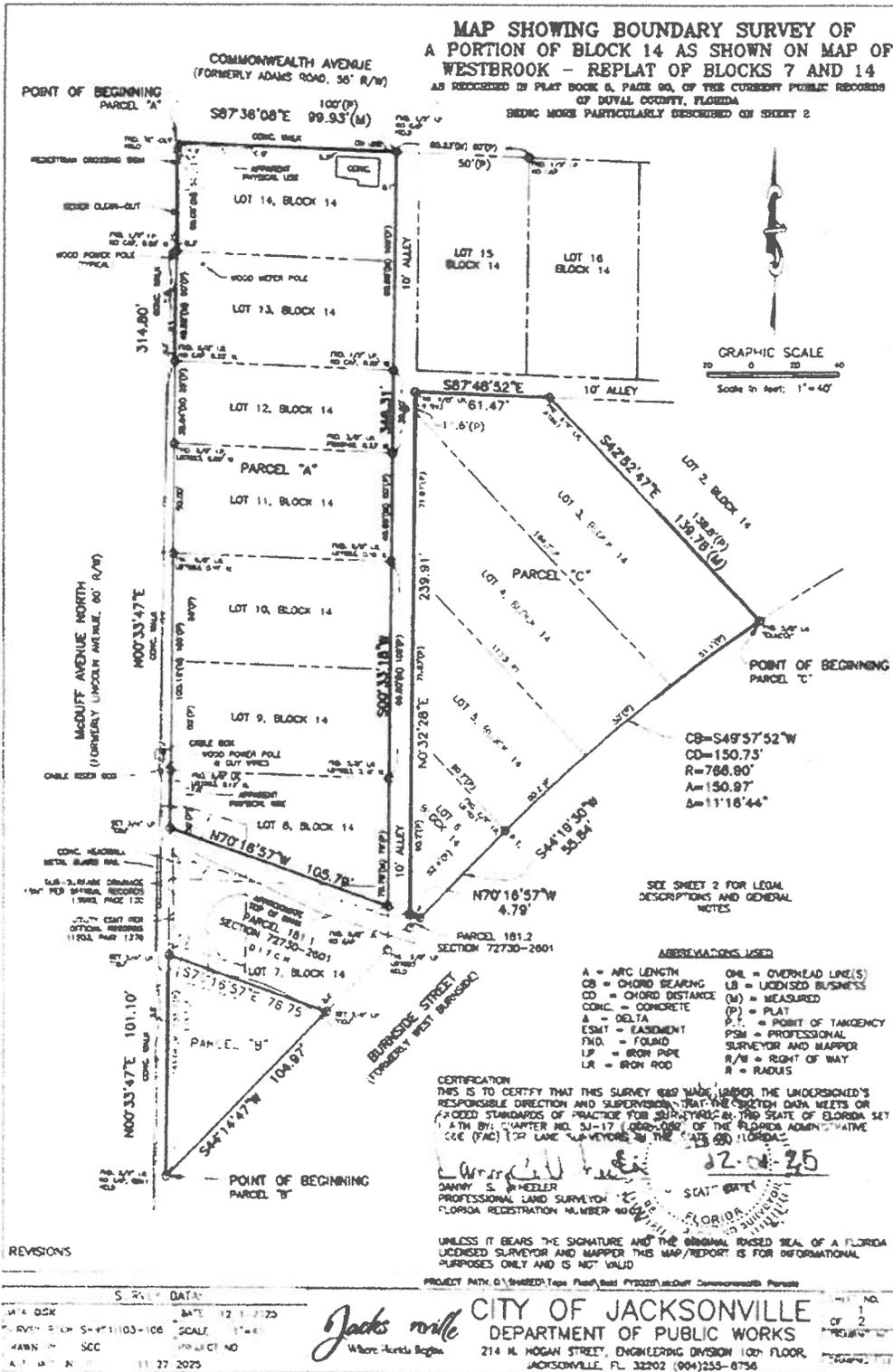
James R. McCain, Jr.
Corporation Secretary

Approved by City Council: _____, 2026

Approved as to Form:

Office of General Counsel

Exhibit "A"



MAP SHOWING BOUNDARY SURVEY OF

PARCEL "A"

ALL OF LOTS 9 THROUGH 14 BLOCK 14, TOGETHER WITH A PORTION OF LOTS 7 AND 8, BLOCK 14 AS SHOWN ON MAP OF WESTBROOK - REPLAT OF BLOCKS 7 AND 14 AS RECORDED IN PLAT BOOK 5 PAGE 90 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 14, BLOCK 14, SAID POINT LYING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE (FORMERLY ADAMS ROAD A 60 FOOT RIGHT OF WAY) WITH THE EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE NORTH (FORMERLY LINCOLN AVENUE A 60 FOOT RIGHT OF WAY); THENCE SOUTH 87°08'08" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE, A DISTANCE OF 99.83 FEET TO THE NORTHEAST CORNER OF SAID LOT 14, BLOCK 14; THENCE SOUTH 00°33'19" WEST, ALONG THE EASTERLY LINE OF SAID LOTS 7 THROUGH 14, BLOCK 14, A DISTANCE OF 346.31 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 7; SAID POINT ALSO LYING IN THE NORTHERLY RIGHT OF WAY LINE OF PARCEL 181.1, A LATERAL DITCH RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. 3-218, SECTION 72730-2801, SAID PARCEL CONDEMNED IN JUDGEMENT DATED NOVEMBER 19, 1988, THENCE NORTH 70°16'51" WEST ALONG SAID SAID LINE, A DISTANCE OF 100.79 FEET TO A POINT IN SAID EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE NORTH, THENCE NORTH 00°33'47" EAST, ALONG SAID LINE, A DISTANCE OF 314.80 FEET TO THE POINT OF BEGINNING.
 THE ABOVE DESCRIBED LANDS CONTAIN 33,924 SQUARE FEET OR 0.76 ACRES, MORE OR LESS.

PARCEL "B"

A PORTION OF LOT 7, BLOCK 14 AS SHOWN ON MAP OF WESTBROOK - REPLAT OF BLOCKS 7 AND 14 AS RECORDED IN PLAT BOOK 5 PAGE 90 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF BEGINNING COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 7, BLOCK 14, SAID POINT LYING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE (FORMERLY LINCOLN AVENUE A 60 FOOT RIGHT OF WAY) WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF BURNSIDE STREET (FORMERLY WEST BURNSIDE), THENCE NORTH 00°33'47" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE, A DISTANCE OF 103.10 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PARCEL 181.1, A LATERAL DITCH RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. 3-218, SECTION 72730-2801, SAID PARCEL CONDEMNED IN JUDGEMENT DATED NOVEMBER 19, 1988, THENCE SOUTH 70°16'51" EAST, 76.75 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY LINE OF BURNSIDE STREET, THENCE SOUTH 44°14'47" WEST, ALONG SAID LINE, A DISTANCE OF 104.97 FEET TO THE POINT OF BEGINNING.
 THE ABOVE DESCRIBED LANDS CONTAIN 3,665 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

PARCEL "C"

ALL OF LOTS 3, 4 AND 5, BLOCK 14, TOGETHER WITH A PORTION OF LOT 6, BLOCK 14 AS SHOWN ON MAP OF WESTBROOK - REPLAT OF BLOCKS 7 AND 14 AS RECORDED IN PLAT BOOK 5 PAGE 90 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF BEGINNING COMMENCE AT THE MOST EASTERLY CORNER OF SAID LOT 3, BLOCK 14, SAID POINT LYING IN THE NORTHWESTERLY RIGHT OF WAY LINE OF BURNSIDE STREET (FORMERLY WEST BURNSIDE), THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 788.90 FEET, AN ARC DISTANCE OF 150.67 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°57'52" WEST, 150.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 44°19'30" WEST, A DISTANCE OF 85.84 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF PARCEL 181.2, A LATERAL DITCH RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. 3-218, SECTION 72730-2801, SAID PARCEL CONDEMNED IN JUDGEMENT DATED NOVEMBER 19, 1988, THENCE NORTH 70°16'51" WEST, ALONG SAID LINE, A DISTANCE OF 4.79 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 6, BLOCK 14, THENCE NORTH 00°33'26" EAST, ALONG THE WESTERLY LINE OF SAID LOTS 3 THROUGH 6, A DISTANCE OF 239.91 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 14, THENCE SOUTH 87°08'52" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 3, BLOCK 14, A DISTANCE OF 61.47 FEET TO THE NORTHEAST CORNER THEREOF, THENCE SOUTH 42°04'47" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, BLOCK 14, A DISTANCE OF 139.78 FEET TO THE POINT OF BEGINNING.
 THE ABOVE DESCRIBED LANDS CONTAIN 21,576 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

CERTIFIED TO CITY OF JACKSONVILLE

GENERAL NOTE

1. THE BOUNDARIES SHOWN HEREON BASED ON FLORIDA STATE PLANE COORDINATES (EAST ZONE) AND REFERENCED TO THE EASTERN MERIDIAN OF McDUFF AVENUE AT NORTH 00°33'47" EAST.
2. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF AN ADJUDICATION OF TITLE, THEREFORE, THERE MAY BE EASEMENTS, COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORDS THAT MAY OR MAY NOT AFFECT THIS PARCEL.
3. THIS SURVEY LINE SHOWS IMPROVEMENTS, UTILITIES, AND UTILITIES NOT SHOWN, ALSO, GRASS, BUSHES, AND OTHER VEGETATION AND LOCATED IF ANY, ARE NOT INDICATED EXCEPT AS SHOWN.

PERSONS

SURVEY DATA		CITY OF JACKSONVILLE	
DATA FILE	DATE	DEPARTMENT OF PUBLIC WORKS	
PROJECT NAME	DATE	314 N. ORLAN STREET JACKSONVILLE, FLORIDA 32202-4451	
ACT DATE	DATE	JACKSONVILLE, FLORIDA 32202-4451	

PARCEL "A"

ALL OF LOTS 9 THROUGH 14, BLOCK 14, TOGETHER WITH A PORTION OF LOTS 7 AND 8, BLOCK 14 AS SHOWN ON MAP OF WESTBROOK - REPLAT OF BLOCKS 7 AND 14 AS RECORDED IN PLAT BOOK 5, PAGE 90, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 14, BLOCK 14, SAID POINT LYING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE (FORMERLY ADAMS ROAD, A 55 FOOT RIGHT OF WAY) WITH THE EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE NORTH (FORMERLY LINCOLN AVENUE, A 60 FOOT RIGHT OF WAY); THENCE SOUTH 87°36'08" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE, A DISTANCE OF 99.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 14, BLOCK 14; THENCE SOUTH 00°33'18" WEST, ALONG THE EASTERLY LINE OF SAID LOTS 7 THROUGH 14, BLOCK 14, A DISTANCE OF 346.31 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 7, SAID POINT ALSO LYING IN THE NORTHERLY RIGHT OF WAY LINE OF PARCEL 181.1, A LATERAL DITCH RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. S-21B, SECTION 72730-2601, SAID PARCEL CONDEMNED IN JUDGEMENT DATED: NOVEMBER 19, 1968; THENCE NORTH 70°16'57" WEST, ALONG LAST SAID LINE, A DISTANCE OF 105.79 FEET TO A POINT IN SAID EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE NORTH; THENCE NORTH 00°33'47" EAST, ALONG LAST SAID LINE, A DISTANCE OF 314.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 33,024 SQUARE FEET OR 0.76 ACRES, MORE OR LESS.

PARCEL "B"

A PORTION OF LOT 7, BLOCK 14 AS SHOWN ON MAP OF WESTBROOK - REPLAT OF BLOCKS 7 AND 14 AS RECORDED IN PLAT BOOK 5, PAGE 90, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 7, BLOCK 14, SAID POINT LYING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE (FORMERLY LINCOLN AVENUE, A 60 FOOT RIGHT OF WAY) WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF BURNSIDE STREET (FORMERLY WEST BURNSIDE); THENCE NORTH 00°33'47" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE, A DISTANCE OF 101.10 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PARCEL 181.1, A LATERAL DITCH RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. S-21B, SECTION 72730-2601, SAID PARCEL CONDEMNED IN JUDGEMENT DATED: NOVEMBER 19, 1968; THENCE SOUTH 70°16'57" EAST, 76.75 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY LINE OF BURNSIDE STREET; THENCE SOUTH 44°14'47" WEST, ALONG LAST SAID LINE, A DISTANCE OF 104.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 3,665 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

PARCEL "C"

ALL OF LOTS 3, 4 AND 5, BLOCK 14, TOGETHER WITH A PORTION OF LOT 6, BLOCK 14 AS SHOWN ON MAP OF WESTBROOK - REPLAT OF BLOCKS 7 AND 14 AS RECORDED IN PLAT BOOK 5, PAGE 90, OF THE

CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF BEGINNING, COMMENCE AT THE MOST EASTERLY CORNER OF SAID LOT 3, BLOCK 14, SAID POINT LYING IN THE NORTHWESTERLY RIGHT OF WAY LINE OF BURNSIDE STREET (FORMERLY WEST BURNSIDE); THENCE SOUTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 766.90 FEET, AN ARC DISTANCE OF 150.97 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°57'52" WEST, 150.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44°19'30" WEST, A DISTANCE OF 55.64 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF PARCEL 181.2, A LATERAL DITCH RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. S-21B, SECTION 72730-2601, SAID PARCEL CONDEMNED IN JUDGEMENT DATED: NOVEMBER 19, 1968; THENCE NORTH 70°16'57" WEST, ALONG LAST SAID LINE, A DISTANCE OF 4.79 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 6, BLOCK 14; THENCE NORTH 00°32'28" EAST, ALONG THE WESTERLY LINE OF SAID LOTS 3 THROUGH 6, A DISTANCE OF 239.91 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 14; THENCE SOUTH 87°48'52" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 3, BLOCK 14, A DISTANCE OF 61.47 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 42°52'47" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, BLOCK 14, A DISTANCE OF 139.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 21,575 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

Public Disclosure Act

Disclosure Affidavit

(Exhibit "B" to Purchase and Sale Agreement)

STATE OF FLORIDA

COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, deposes and says that he/she is the _____ of _____, holding title to real property described in Exhibit D-1 attached hereto and made a part hereof, and hereby certifies that the names and addresses listed in Exhibit D-2 attached hereto and made a part hereof are the names and addresses of every person having a beneficial interest in said real property, however small or minimal, and does hereby file this Affidavit for the purpose of complying with the provisions of Section 286.23, Florida Statutes, Public Disclosure Act.

Print _____

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of (check one) physical presence or online notarization this ____ day of _____, 20__ by _____, who (check one): is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

(seal)

MAP SHOWING BOUNDARY SURVEY OF

ALL OF LOTS 1, 2 AND 3, BLOCK 14, TOGETHER WITH A PORTION OF LOT 4, BLOCK 14 AS SHOWN IN MAP OF WESTEROCK, REPLAT OF BLOCKS 1 AND 14 AS RECORDED IN PLAT BOOK 2, PAGE 50 OF DEEDS 7 AND 8 AS REFERRED TO IN PLAT BOOK 2, PAGE 50 OF THE RECORDS OF THE COUNTY OF DEVAL, COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 14 SAID POINT BEING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE, FORMERLY ADAMS ROAD, A 20 FOOT RIGHT OF WAY WITH THE EASTERLY RIGHT OF WAY LINE OF MOODY AVENUE, FORMERLY LINCOLN AVENUE, A 20 FOOT RIGHT OF WAY, THENCE SOUTH 73° 00' 00" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 14, THENCE SOUTH 0° 00' 00" WEST ALONG THE EASTERLY LINE OF SAID LOT 4, THROUGH A 20 BLOCK 14, A DISTANCE OF 144.00 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 4, SAID POINT ALSO LYING IN THE NORTHERLY RIGHT OF WAY LINE OF PARCEL 1913, A LATERAL RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. 1, 2ND EDITION DATED 1964, SAID PARCEL 1913, BEING IN A JUDGMENT DATED NOVEMBER 19, 1960, THENCE NORTH 0° 00' 00" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF MOODY AVENUE, A DISTANCE OF 100.00 FEET TO A POINT IN SAID EASTERLY RIGHT OF WAY LINE OF MOODY AVENUE, SAID POINT BEING 100.00 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED LANDS CONTAIN 12.00 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

PARCEL 19: A PORTION OF LOT 1, BLOCK 14 AS SHOWN IN MAP OF WESTEROCK, REPLAT OF BLOCKS 1 AND 14 AS RECORDED IN PLAT BOOK 2, PAGE 50 OF THE RECORDS OF THE COUNTY OF DEVAL, COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE MOST SOUTHWESTLY CORNER OF SAID LOT 1, BLOCK 14, SAID POINT BEING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF MOODY AVENUE, FORMERLY LINCOLN AVENUE, A 20 FOOT RIGHT OF WAY WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF HUNSMIDE STREET, FORMERLY WEST BURNSIDE, THENCE NORTH 0° 00' 00" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF MOODY AVENUE, A DISTANCE OF 100.00 FEET TO THE SOUTHWESTLY CORNER OF SAID LOT 1, BLOCK 14, A LATERAL RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. 1, 2ND EDITION DATED 1964, SAID PARCEL 1913, BEING IN A JUDGMENT DATED NOVEMBER 19, 1960, THENCE SOUTH 0° 00' 00" EAST, 100.00 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY LINE OF HUNSMIDE STREET, THENCE NORTH 44° 14' 47" WEST ALONG SAID SAID LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED LANDS CONTAIN 12.00 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

PARCEL 20: ALL OF LOTS 1, 4 AND 5, BLOCK 14, TOGETHER WITH A PORTION OF LOT 3, BLOCK 14 AS SHOWN IN MAP OF WESTEROCK, REPLAT OF BLOCKS 1 AND 14 AS RECORDED IN PLAT BOOK 2, PAGE 50 OF THE RECORDS OF THE COUNTY OF DEVAL, COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE MOST EASTERLY CORNER OF SAID LOT 1, BLOCK 14, SAID POINT BEING AT THE NORTHWESTERLY CORNER OF SAID LOT 1, BLOCK 14, SAID POINT BEING AT THE INTERSECTION OF THE RIGHT OF WAY LINE OF HUNSMIDE STREET, FORMERLY WEST BURNSIDE, THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE, CURVE BEING NORTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 100.00 FEET, SAID CURVE BEING INTERSECTED BY A THIRD BEARING AND DISTANCE OF SOUTH 0° 00' 00" WEST, 100.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 0° 00' 00" WEST, A DISTANCE OF 100.00 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF PARCEL 1913, A LATERAL RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. 1, 2ND EDITION DATED 1964, SAID PARCEL 1913, BEING IN A JUDGMENT DATED NOVEMBER 19, 1960, THENCE NORTH 0° 00' 00" WEST ALONG SAID SAID LINE, A DISTANCE OF 100.00 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 3, BLOCK 14, THENCE NORTH 0° 00' 00" EAST ALONG THE WESTERLY LINE OF SAID LOT 3, THROUGH A 20 BLOCK 14, A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 14, THENCE SOUTH 0° 00' 00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 3, BLOCK 14, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER THEREOF, THENCE NORTH 0° 00' 00" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, BLOCK 14, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED LANDS CONTAIN 12.00 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

DATED AT JACKSONVILLE

Jackie Miller CITY OF JACKSONVILLE

PARCEL "A"

ALL OF LOTS 9 THROUGH 14, BLOCK 14, TOGETHER WITH A PORTION OF LOTS 7 AND 8, BLOCK 14 AS SHOWN ON MAP OF WESTBROOK - REPLAT OF BLOCKS 7 AND 14 AS RECORDED IN PLAT BOOK 5, PAGE 90, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 14, BLOCK 14, SAID POINT LYING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE (FORMERLY ADAMS ROAD, A 55 FOOT RIGHT OF WAY) WITH THE EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE NORTH (FORMERLY LINCOLN AVENUE, A 60 FOOT RIGHT OF WAY); THENCE SOUTH 87°36'08" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE, A DISTANCE OF 99.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 14, BLOCK 14; THENCE SOUTH 00°33'18" WEST, ALONG THE EASTERLY LINE OF SAID LOTS 7 THROUGH 14, BLOCK 14, A DISTANCE OF 346.31 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 7, SAID POINT ALSO LYING IN THE NORTHERLY RIGHT OF WAY LINE OF PARCEL 181.1, A LATERAL DITCH RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. S-21B, SECTION 72730-2601, SAID PARCEL CONDEMNED IN JUDGEMENT DATED: NOVEMBER 19, 1968; THENCE NORTH 70°16'57" WEST, ALONG LAST SAID LINE, A DISTANCE OF 105.79 FEET TO A POINT IN SAID EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE NORTH; THENCE NORTH 00°33'47" EAST, ALONG LAST SAID LINE, A DISTANCE OF 314.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 33,024 SQUARE FEET OR 0.76 ACRES, MORE OR LESS.

PARCEL "B"

A PORTION OF LOT 7, BLOCK 14 AS SHOWN ON MAP OF WESTBROOK - REPLAT OF BLOCKS 7 AND 14 AS RECORDED IN PLAT BOOK 5, PAGE 90, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 7, BLOCK 14, SAID POINT LYING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE (FORMERLY LINCOLN AVENUE, A 60 FOOT RIGHT OF WAY) WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF BURNSIDE STREET (FORMERLY WEST BURNSIDE); THENCE NORTH 00°33'47" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE, A DISTANCE OF 101.10 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PARCEL 181.1, A LATERAL DITCH RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. S-21B, SECTION 72730-2601, SAID PARCEL CONDEMNED IN JUDGEMENT DATED: NOVEMBER 19, 1968; THENCE SOUTH 70°16'57" EAST, 76.75 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY LINE OF BURNSIDE STREET; THENCE SOUTH 44°14'47" WEST, ALONG LAST SAID LINE, A DISTANCE OF 104.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 3,665 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

PARCEL "C"

ALL OF LOTS 3, 4 AND 5, BLOCK 14, TOGETHER WITH A PORTION OF LOT 6, BLOCK 14 AS SHOWN ON MAP OF WESTBROOK - REPLAT OF BLOCKS 7 AND 14 AS RECORDED IN PLAT BOOK 5, PAGE 90, OF THE

CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF BEGINNING, COMMENCE AT THE MOST EASTERLY CORNER OF SAID LOT 3, BLOCK 14, SAID POINT LYING IN THE NORTHWESTERLY RIGHT OF WAY LINE OF BURNSIDE STREET (FORMERLY WEST BURNSIDE); THENCE SOUTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 766.90 FEET, AN ARC DISTANCE OF 150.97 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°57'52" WEST, 150.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44°19'30" WEST, A DISTANCE OF 55.64 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF PARCEL 181.2, A LATERAL DITCH RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. S-21B, SECTION 72730-2601, SAID PARCEL CONDEMNED IN JUDGEMENT DATED: NOVEMBER 19, 1968; THENCE NORTH 70°16'57" WEST, ALONG LAST SAID LINE, A DISTANCE OF 4.79 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 6, BLOCK 14; THENCE NORTH 00°32'28" EAST, ALONG THE WESTERLY LINE OF SAID LOTS 3 THROUGH 6, A DISTANCE OF 239.91 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 14; THENCE SOUTH 87°48'52" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 3, BLOCK 14, A DISTANCE OF 61.47 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 42°52'47" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, BLOCK 14, A DISTANCE OF 139.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 21,575 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

EXHIBIT B to Beneficial Interest Affidavit

Beneficial Ownership

Name and Address of Beneficial Owner

% Ownership

Prepared By/Record and Return To:

Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

SPECIAL WARRANTY DEED

THIS DEED is made this _____ day of _____, 2026, by and between **KEVIN THIGPEN and WILIAM TAYLOR**, whose address is 2905 Algonquin Avenue, Jacksonville, Florida 32202 ("Grantor"), and **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, whose address is 117 W. Duval Street, Jacksonville, Florida 32202 ("Grantee").

(When used herein, the terms "Grantor" and "Grantee" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

NOW THEREFORE, for and in consideration of the sum of \$10.00 to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain and sell to the Grantee, its successors and assigns forever, all of the land more particularly described hereafter, situate, lying and being in the County of Duval, State of Florida (the "Property"), together with all improvements and fixtures thereon and all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining:

See Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER with all the tenements, hereditaments and appurtenances thereto of Grantor belonging or in any way appertaining to the Property, subject to those permitted encumbrances set forth on Exhibit B attached hereto and not to reimpose same.

TO HAVE AND TO HOLD, the same in fee simple forever.

And said Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

By execution and delivery of this Special Warranty Deed, Grantor waives any and all interests in minerals, petroleum, phosphates and/or metals at, on or beneath the Property pursuant to Section 270.11, Florida Statutes.

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

Signed, sealed and delivered
in the presence of:

WITNESSES:

Sign: _____
Print Name: _____
Address: _____

Sign: _____
Print Name: _____
Address: _____

GRANTOR:

KEVIN THIGPEN

By: _____
Kevin Thigpen

WILLIAM TAYLOR

By: _____
William Taylor

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by physical presence this ____ day of _____, 2026, by _____, as _____ of _____ on behalf of the company, who is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

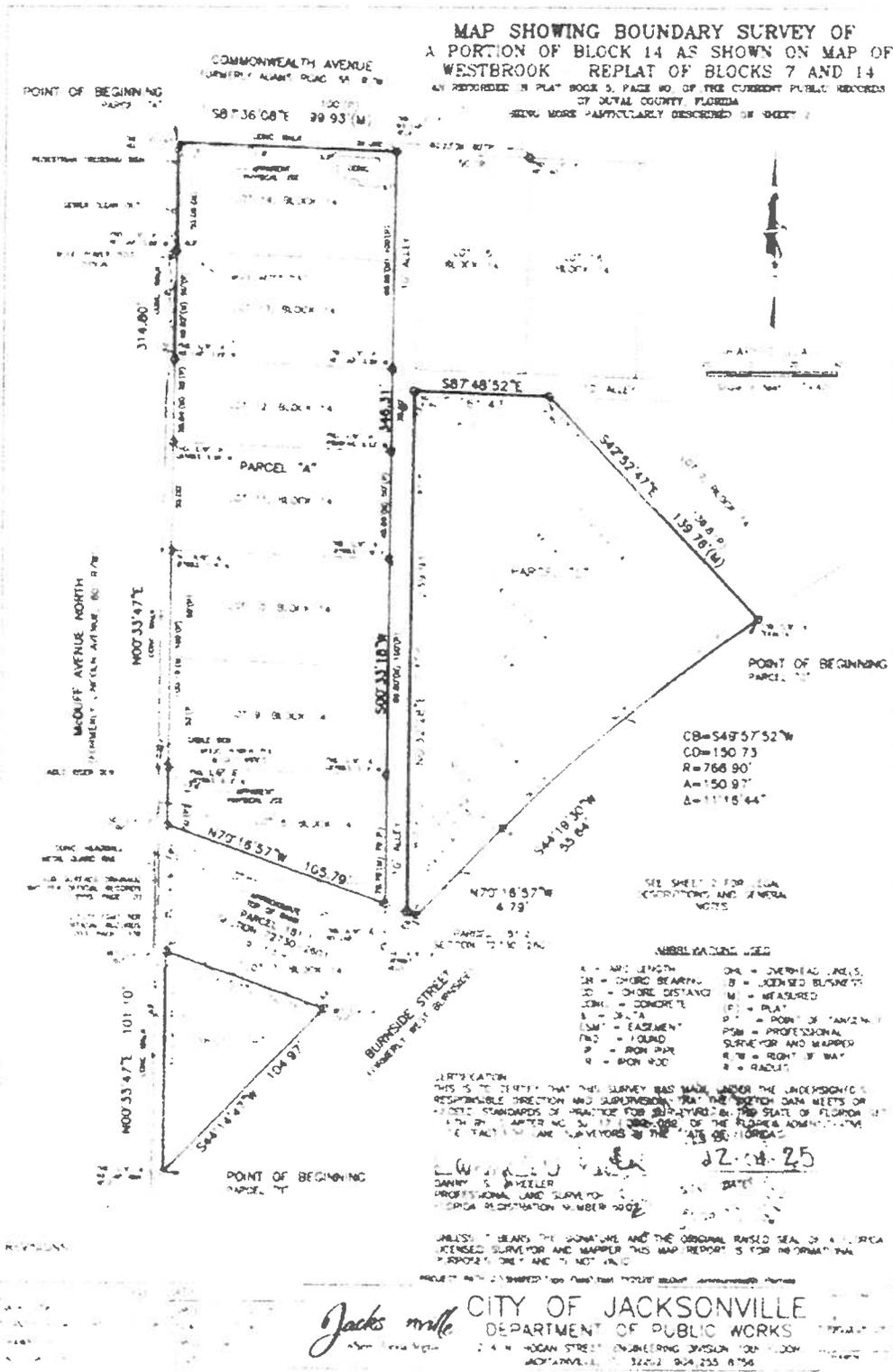
(Print Name of Notary Public)

NOTARY PUBLIC in and for the State
and County aforesaid

My Commission expires:

Commission No.:

Exhibit "A"



MAP SHOWING BOUNDARY SURVEY OF

PARCEL A

ALL OF LOTS 1, 2 AND 3 BLOCK 14... AND A BLOCK 14 AS SHOWN IN MAP OF BOUNDARY SURVEY... MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1 BLOCK 14... THE INTERSECTION OF THE WESTERN RIGHT OF WAY LINE OF COMMONWEALTH AVENUE... FORMERLY ADAMS ROAD... WITH THE EASTERN RIGHT OF WAY LINE OF WEST AVENUE... NORTH OF COMMONWEALTH AVENUE... A DISTANCE OF 100 FEET... THE WESTERN CORNER OF SAID LOT 4... A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING... THE ABOVE DESCRIBED LAND CONTAINS 10,000 SQUARE FEET OR 0.23 ACRE MORE OR LESS.

PARCEL B

A PORTION OF LOT 1 BLOCK 14 AS SHOWN IN MAP OF BOUNDARY SURVEY... REPEAT OF PARCEL A AND IS AS DESCRIBED IN THAT MAP... FOR A POINT OF BEGINNING COMMENCE AT THE WEST NORTHERLY CORNER OF SAID LOT 1 BLOCK 14... THE INTERSECTION OF THE EASTERN RIGHT OF WAY LINE OF WEST AVENUE... FORMERLY LINCOLN AVENUE... A 40 FOOT RIGHT OF WAY WITH THE NORTHWESTERN CORNER OF SAID LOT 1... DISTANCE OF 100 FEET TO THE POINT OF BEGINNING... THE ABOVE DESCRIBED LAND CONTAINS 10,000 SQUARE FEET OR 0.23 ACRE MORE OR LESS.

PARCEL C

ALL OF LOTS 4 AND 5 BLOCK 14... AND A BLOCK 14 AS SHOWN IN MAP OF BOUNDARY SURVEY... MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE WEST EASTERN CORNER OF SAID LOT 1 BLOCK 14... THE INTERSECTION OF THE WESTERN RIGHT OF WAY LINE OF BURNING STREET... FORMERLY WEST BURNING STREET... NORTHWESTERLY ALONG THE LINE OF A LITTLE DISTANCE... DISTANCE OF 100 FEET TO THE POINT OF BEGINNING... THE ABOVE DESCRIBED LAND CONTAINS 10,000 SQUARE FEET OR 0.23 ACRE MORE OR LESS.

PREPARED BY CITY OF JACKSONVILLE

Jack's mill

PARCEL "A"

ALL OF LOTS 9 THROUGH 14, BLOCK 14, TOGETHER WITH A PORTION OF LOTS 7 AND 8, BLOCK 14 AS SHOWN ON MAP OF WESTBROOK - REPLAT OF BLOCKS 7 AND 14 AS RECORDED IN PLAT BOOK 5, PAGE 90, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 14, BLOCK 14, SAID POINT LYING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE (FORMERLY ADAMS ROAD, A 55 FOOT RIGHT OF WAY) WITH THE EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE NORTH (FORMERLY LINCOLN AVENUE, A 60 FOOT RIGHT OF WAY); THENCE SOUTH 87°36'08" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COMMONWEALTH AVENUE, A DISTANCE OF 99.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 14, BLOCK 14; THENCE SOUTH 00°33'18" WEST, ALONG THE EASTERLY LINE OF SAID LOTS 7 THROUGH 14, BLOCK 14, A DISTANCE OF 346.31 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 7, SAID POINT ALSO LYING IN THE NORTHERLY RIGHT OF WAY LINE OF PARCEL 181.1, A LATERAL DITCH RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. S-21B, SECTION 72730-2601, SAID PARCEL CONDEMNED IN JUDGEMENT DATED: NOVEMBER 19, 1968; THENCE NORTH 70°16'57" WEST, ALONG LAST SAID LINE, A DISTANCE OF 105.79 FEET TO A POINT IN SAID EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE NORTH; THENCE NORTH 00°33'47" EAST, ALONG LAST SAID LINE, A DISTANCE OF 314.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 33,024 SQUARE FEET OR 0.76 ACRES, MORE OR LESS.

PARCEL "B"

A PORTION OF LOT 7, BLOCK 14 AS SHOWN ON MAP OF WESTBROOK - REPLAT OF BLOCKS 7 AND 14 AS RECORDED IN PLAT BOOK 5, PAGE 90, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 7, BLOCK 14, SAID POINT LYING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE (FORMERLY LINCOLN AVENUE, A 60 FOOT RIGHT OF WAY) WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF BURNSIDE STREET (FORMERLY WEST BURNSIDE); THENCE NORTH 00°33'47" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF McDUFF AVENUE, A DISTANCE OF 101.10 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF PARCEL 181.1, A LATERAL DITCH RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. S-21B, SECTION 72730-2601, SAID PARCEL CONDEMNED IN JUDGEMENT DATED: NOVEMBER 19, 1968; THENCE SOUTH 70°16'57" EAST, 76.75 FEET TO A POINT IN SAID NORTHWESTERLY RIGHT OF WAY LINE OF BURNSIDE STREET; THENCE SOUTH 44°14'47" WEST, ALONG LAST SAID LINE, A DISTANCE OF 104.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 3,665 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

PARCEL "C"

ALL OF LOTS 3, 4 AND 5, BLOCK 14, TOGETHER WITH A PORTION OF LOT 6, BLOCK 14 AS SHOWN ON MAP OF WESTBROOK - REPLAT OF BLOCKS 7 AND 14 AS RECORDED IN PLAT BOOK 5, PAGE 90, OF THE

CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF BEGINNING, COMMENCE AT THE MOST EASTERLY CORNER OF SAID LOT 3, BLOCK 14, SAID POINT LYING IN THE NORTHWESTERLY RIGHT OF WAY LINE OF BURNSIDE STREET (FORMERLY WEST BURNSIDE); THENCE SOUTHWESTERLY, ALONG THE ARC OF A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 766.90 FEET, AN ARC DISTANCE OF 150.97 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°57'52" WEST, 150.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44°19'30" WEST, A DISTANCE OF 55.64 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF PARCEL 181.2, A LATERAL DITCH RIGHT OF WAY AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP FOR STATE ROAD NO. S-21B, SECTION 72730-2601, SAID PARCEL CONDEMNED IN JUDGEMENT DATED: NOVEMBER 19, 1968; THENCE NORTH 70°16'57" WEST, ALONG LAST SAID LINE, A DISTANCE OF 4.79 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 6, BLOCK 14; THENCE NORTH 00°32'28" EAST, ALONG THE WESTERLY LINE OF SAID LOTS 3 THROUGH 6, A DISTANCE OF 239.91 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BLOCK 14; THENCE SOUTH 87°48'52" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 3, BLOCK 14, A DISTANCE OF 61.47 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 42°52'47" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 3, BLOCK 14, A DISTANCE OF 139.76 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 21,575 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.