

Project: LaSalle Street Outfall Improvement Project
Parcel No.: 102
RE No: 080493-0000
Site Address: 936 LaSalle St., Jacksonville, FL 32207

CITY OF JACKSONVILLE
REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is made this _____ day of _____, 20__, by and between **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 **Arben Daragjati**, whose address **3678 Airlie Lane, Jacksonville, FL 32217** (the “Seller”). (City and the Seller are sometimes hereinafter individually referred to as a “Party” or collectively as the “Parties”).

RECITALS:

Seller is the owner of a certain parcel of real property located in Duval County, Florida, being more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, the “Property”). The City desires the Property as right of way for future construction and maintenance of an authorized roadway and/or related facilities, and the City is required by law to furnish same for such purpose. In lieu of condemnation, Seller desires to sell the Property to the City and the City desires to purchase the Property from Seller upon the terms and conditions hereinbelow set forth.

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

1. **Agreement to Buy and Sell.** In lieu of condemnation, Seller agrees to sell to the City and the City agrees to purchase from Seller the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.
2. **Improvements Owned by Others.** The items specified on **Exhibit “B”** attached hereto and incorporated herein by reference herein, are **NOT** included in this Agreement and are not a part of the Property (a separate offer may be made for these items): N/A
3. **Purchase Price and Total Consideration Paid.** The total compensation to be paid by the City at Closing and only in the event of closing shall be **NINE HUNDRED DOLLARS and NO/100 (\$900,000)** and is inclusive of the following:

<u>Parcel 102</u>	
Land & Improvements:	\$900,000.00
Taxes (to be calculated when closing date set):	\$ TBD
<hr style="border: 0.5px solid black;"/>	
Total Amount Paid by City:	\$900,000.00

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At Closing, the City shall also pay: (i) the costs of recording the Deed delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by Authority; and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title commitment. At Closing the Seller shall pay all costs to prepare and record any documents necessary to cure any title defect. The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax. Except as provided above, each Party shall pay its own attorney's or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Duval County, Florida.

4. **Conditions and Limitations**

1. This Agreement may be subject to the final approval of the Jacksonville City Council ("City Council"). Closing shall occur within sixty (60) days after final City Council approval, if such approval is required, on a date specified by the City upon not less than ten (10) days' written notice to Seller, but no later than _____, 20___, unless extended mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of the City's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

2. Seller is responsible for all taxes due on the property up to, but not including the day of closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the City or the closing agent, by credit to the Purchase Price or otherwise, Seller's pro rata shares of all taxes, assessments and charges as determined by the Duval County Property Appraiser, the Duval County Tax Collector and/or other applicable governmental authority.

3. Seller is responsible for delivering marketable title to City. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to City ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of the Property to the City at Closing free of any tenancies, occupants or personal property.

4. At the Closing, Seller shall execute and deliver to the City a Statutory Warranty Deed (the "Deed") and Temporary Construction Easement in substantially the form and content attached hereto as **Exhibit "C"** and incorporated herein by reference. In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at the City's election, be satisfied and paid with the proceeds of the Purchase Price.

5. If ownership of the Property is held in a partnership, limited partnership, corporation, trust or any form of representative capacity specified in **Section 286.23, Florida Statutes**, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit "D"** and incorporated herein by reference. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b), Florida Statutes**, and such other documents. N/A

6. Seller and City agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the Parties.

5. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

6. **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, and no representations, inducements, promises or agreements, oral or otherwise,

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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 Seller 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 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. Seller 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 at Closing. 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.

7. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

8. **Waiver of Jury Trial.** SELLER 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 SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon City's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

10. **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 Seller execute this Agreement.

11. **Release of City.** By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the City, of and from all, and all manner of causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the City, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of the Property to the City, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages or any other damages. Nothing herein shall be deemed to release City from its obligations or liabilities under this Agreement. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

12. **Special Conditions.** See **Exhibit "E"** attached hereto and incorporated herein. (if applicable)

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

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WITNESSES:

Ann Pittman

Print Name: 1/3/2023

Megan Robillard

Print Name: 1/3/2023

WITNESSES:

Print Name: _____

Print Name: _____

"SELLERS"

Arben Daragjati

By: *Arben Daragjati*

Date: 1/3/2023

"CITY"

CITY OF JACKSONVILLE

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

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM

By: Assistant General Counsel

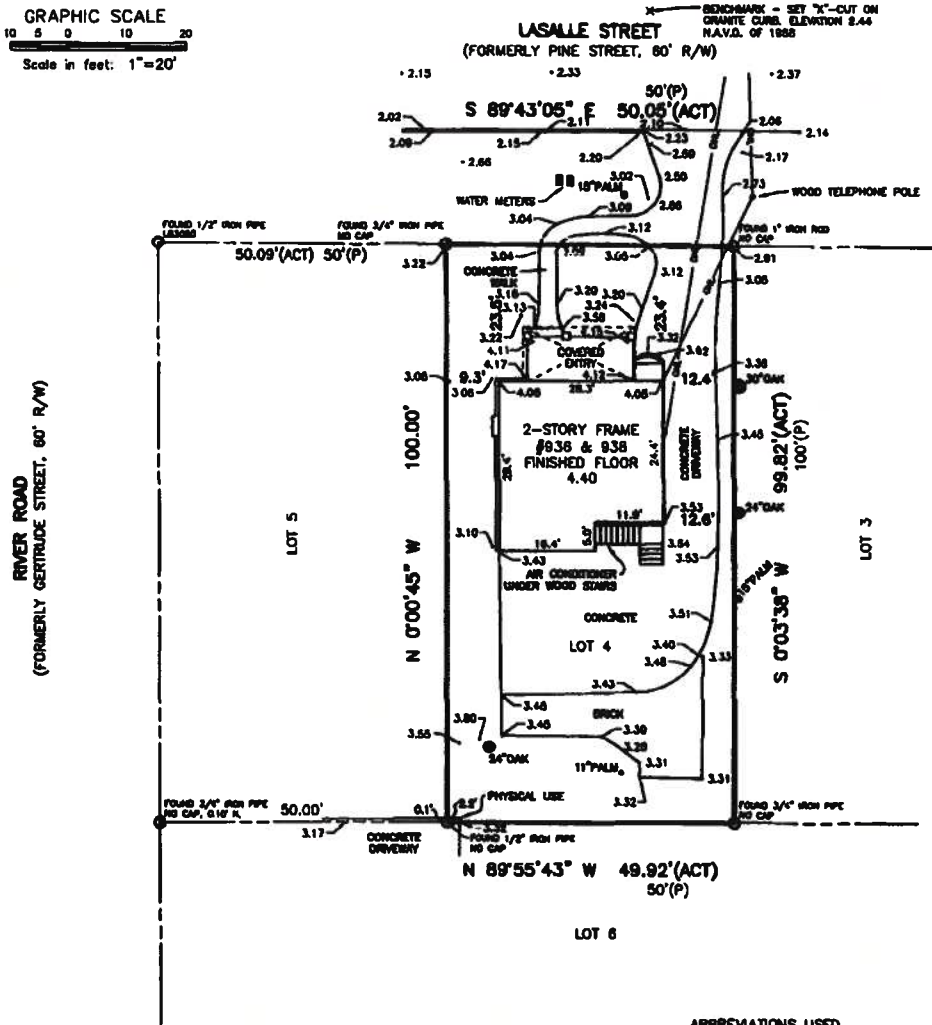
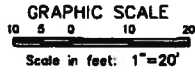
Date: _____

Exhibit A to Purchase Sale Agreement

**MAP SHOWING BOUNDARY & TOPOGRAPHIC SURVEY OF
LOT 4, REPLAT OF BLOCK 7 OF JOHN A. SCHNEIDERS REPLAT OF
BLOCK 6 & 7, OKLAHOMA**

AS RECORDED IN PLAT BOOK 7, PAGE 22, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLA.

CERTIFIED TO: THE CITY OF JACKSONVILLE; FIDELITY NATIONAL TITLE INSURANCE COMPANY; ARBEN DARAGJATI



ABBREVIATIONS USED

- (ACT) = ACTUAL
- OHL = OVERHEAD LINE(S)
- N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
- (P) = PLAT

GENERAL NOTES:

1. BEARINGS SHOWN HEREON BASED ON FLORIDA EAST STATE PLANE COORDINATE SYSTEM AND REFERENCED TO THE SOUTHERLY LINE OF LASALLE STREET AS SOUTH 89°43'05" EAST.
2. ELEVATIONS SHOWN HEREON REFERENCED TO N.A.V.D. OF 1988.
3. THERE IS A VENTED CRAWL SPACE BENEATH THE HOME OF UNDETERMINED SIZE AND DEPTH.
4. THIS SURVEY WAS MADE WITH THE BENEFIT OF TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT ORDER NO. 10660595, DATED: 08/03/2022 AT 8:00AM.
SCHEDULE B SECTION II
THERE ARE NO ITEMS EFFECTING SUBJECT PROPERTY.
5. THE LOT SHOWN HEREON IS IN FLOOD ZONE "AE" BASE FLOOD (4) AS SHOWN ON FLOOD INSURANCE RATE MAP 12031C0368J FOR DUVAL COUNTY, FLORIDA, DATED 11/02/2018.

CERTIFICATION

THIS IS TO CERTIFY THAT THIS SURVEY 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. 54-12 (2011-052) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

Danny S. Wheeler 10-26-22
 DANNY S. WHEELER
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 6902

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

REVISIONS

SURVEY DATA:		
DATA DISK	DATE	08/03/2022
SURVEY BOOK S-84 786-91	SCALE	1" = 20'
DRAWN BY SCC	PROJECT NO.	2017-0032
LAST DATE IN FIELD		08/01/2022



CITY OF JACKSONVILLE
 DEPARTMENT OF PUBLIC WORKS
 214 N. HOGAN STREET, ENGINEERING DIVISION 10th FLOOR,
 JACKSONVILLE, FL 32202 (904)253-8756

SHEET NO.	1
OF	1
DRAWING NO.	
DRAWING FILE	

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Exhibit B to Purchase & Sale Agreement

(Improvements Owned by Others)

Not applicable to this Agreement

Exhibit C to Purchase & Sale Agreement

Warranty Deed on the following pages

Temporary Construction Easement, not applicable to this agreement

EXHIBIT C to PURCHASE & SALE AGREEMENT

Prepared By/Record and Return To
Harry M. Wilson, IV
Office of General Counsel
City of Jacksonville
117 W Duval Street, Suite 480
Jacksonville, FL 32202

Parcel: 102
RE #: 080493 0000
Site Address: 936 LaSalle Street

GENERAL WARRANTY DEED

THIS INDENTURE is made this ____ day of _____, 2023 by and between **Arben Daragjati, a married man**, whose address is 3678 Airlie Lane, Jacksonville, FL 32217 ("Grantor"), and **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the state of Florida ("Grantee"), whose business address is 117 West Duval Street, Jacksonville, Florida 32202;

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to them in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee, its heirs, legal representatives, its successors and assigns forever, the following described land, situate, lying and being in the County of Duval, State of Florida:

See **Exhibit A** attached hereto and by this reference made a part hereof

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the foregoing land (the "Property").

To have and to hold the Property in fee simple forever. The said Grantor does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever.

Grantor hereby releases any and all interest, right and title it has or may have to all the phosphates, minerals and metals that are or may be in, on, or under the surface of the subject land, together with any interest, right and title it has or may have in and to all petroleum that is or may be in, on, or under the surface of the subject land, created pursuant to Section 270.11, Florida Statutes.

Note to Clerk: This instrument is exempt from the payment of documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida Administrative Code.

This property is not the homestead property of the Grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

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

Signed, sealed, and delivered.

Seller: Arben Daragjati

Date: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this ____ day of _____, 2022 by **Arben Daragjati, a married man**. They (check one) are personally known to me, or have produced a valid driver's license as identification.

{NOTARY SEAL}

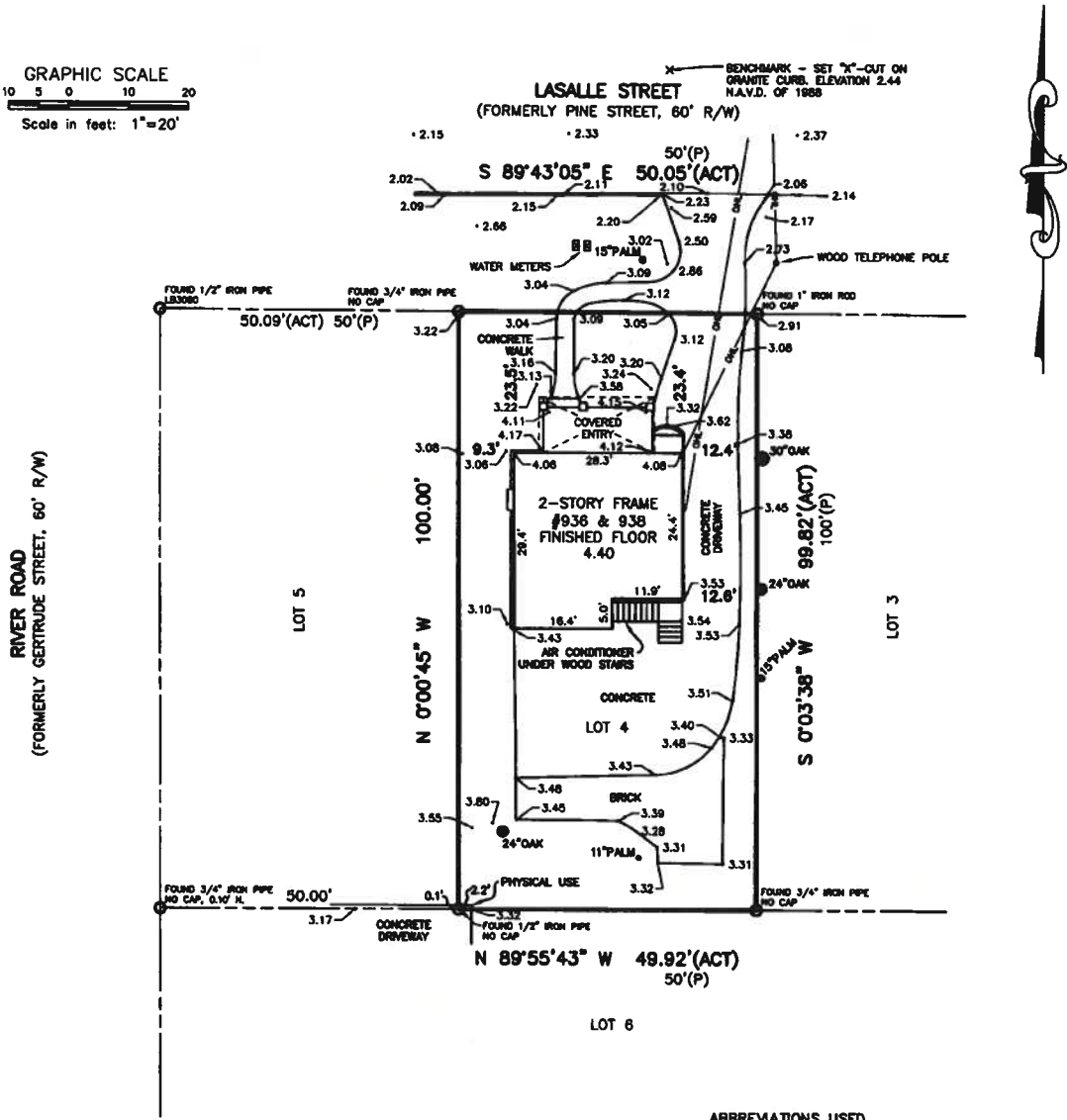
Print Name: _____
Notary Public, State and County Aforesaid
My Commission Expires: _____
Commission Number: _____

(EXHIBIT A to GENERAL WARRANTY DEED)

MAP SHOWING BOUNDARY & TOPOGRAPHIC SURVEY OF LOT 4, REPLAT OF BLOCK 7 OF JOHN A. SCHNEIDERS REPLAT OF BLOCK 6 & 7, OKLAHOMA

AS RECORDED IN PLAT BOOK 7, PAGE 22, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLA.

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Danny S. Wheeler 10-26-22
 DANNY S. WHEELER, PROFESSIONAL LAND SURVEYOR, FLORIDA REGISTRATION NUMBER 6902

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DATA DISK.	DATE 08/03/2022
SURVEY BOOK S-847:86-91	SCALE 1" = 20'
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LAST DATE IN FIELD	08/01/2022



CITY OF JACKSONVILLE
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