

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made on _____, 2024, between **FENNELL IP, LLC**, a Florida limited liability company, whose address is 984 Shipwatch Drive E., Jacksonville, Florida, 32225 ("Seller"), and **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, whose address is 117 W. Duval Street, Jacksonville, Florida 32202 ("Buyer").

WHEREAS, to improve public safety in the Ortega Hills neighborhood Buyer desires the creation of a two-lane public right-of-way connecting Ortega Hills Drive northward to the current terminus of Golden Wings Road within the Timuquana Commerce Center, and related stormwater drainage and other improvements (collectively, the "Connector Road").

WHEREAS, Seller is the owner of certain real property necessary for the location and construction of the Connector Road.

WHEREAS, in specific, Seller is the owner of **Parcel 1** comprised of \pm 1.94 acres and more particularly depicted and described in **Exhibit "A-1"** attached hereto which Buyer desires to acquire and own in fee for the planned two-lane public right-of way.

WHEREAS, in addition, Seller is the owner of the following three (3) parcels over which Buyer seeks perpetual drainage easement rights for stormwater drainage improvements to serve the right-of-way:

- **Parcel 2** comprised of \pm 1.14 acres and more particularly depicted and described in **Exhibit "B-2."**
- **Parcel 3** comprised of \pm 0.35 acres and more particularly depicted and described in **Exhibit "B-3."**
- **Parcel 4** comprised of \pm 2.13 acres and more particularly depicted and described in **Exhibit "B-4."**

WHEREAS, **Parcel 1**, and **Parcel 2**, **Parcel 3**, and **Parcel 4** are collectively referred to herein as the "Property."

WHEREAS, at closing of the real property acquisitions contemplated herein, Buyer and Seller will enter into that certain Cost Disbursement Agreement in substantially the form attached hereto as **Exhibit "C"** (the "Cost Disbursement Agreement"), to which Timuquana Commerce Center Owners Association, Inc. is also a party, pursuant to which Seller shall design, engineer, construct and inspect the Connector Road and Buyer shall reimburse Seller for costs incurred therefor in accordance with the terms set forth in such agreement.

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

1. AGREEMENT TO SELL AND CONVEY

- a. Subject to the terms and conditions of this Agreement Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, in fee simple, **Parcel 1**, 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.

- b. Subject to the terms and conditions of this Agreement Seller agrees to sell and grant to Buyer and Buyer agrees to purchase from Seller perpetual drainage easement rights over, under, in and through **Parcel 2**, **Parcel 3**, and **Parcel 4** which easement Seller shall execute in substantially the form attached hereto as **Exhibit "D"** (the "Perpetual Easement").

2. PURCHASE PRICE; ESCROW AGENT

- a. The purchase price to be paid by Buyer to Seller for the Property is One Million Forty-Four Thousand and 00/100 (\$1,044,000.00) in immediately available United States funds (the "**Purchase Price**"), paid to the law firm of Edwards Cohen, 200 W. Forsyth Street, Suite 1300, Jacksonville, Florida 32202 ("**Escrow Agent**") at Closing by wire transfer or City warrant to Escrow Agent. 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.
- 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 THE JACKSONVILLE CITY COUNCIL

This Agreement is not effective until the date the Jacksonville City Council approves it at a duly noticed public meeting and it is duly executed by the Mayor ("**Effective Date**"). If the Jacksonville

City Council does not approve this Agreement, this Agreement shall be void and of no force and effect, and the parties shall owe no obligations to each other under the provisions of this Agreement.

4. DUE DILIGENCE PERIOD AND CONTINGENCIES

a. Delivery of Title, Survey and Other Property Information.

Within 5 days after the Effective Date, the Seller shall deliver the following to Buyer if not already in the possession of Buyer, but only to the extent such items are within the possession or control of Seller:

- (i) Copy of any existing boundary survey of the Property.
- (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.

For each day that the Seller fails to notify Buyer that no materials exist or Seller fails to deliver to Buyer the Due Diligence Materials prior to the expiration of the delivery date, the Due Diligence Period shall automatically be extended by one (1) day. In the event

Seller or its agents are not in possession of any of the Due Diligence materials, or such items do not exist, Seller shall so notify Buyer as to each item.

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

Seller shall fully cooperate with Buyer in connection with Buyer’s inspection of the Property. 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. Buyer shall be responsible for any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Buyer’s obligations contained in this section shall survive the termination of this Agreement.
- d. **Post Due Diligence Period.** After the expiration of the Due Diligence Period, including if extended as set forth in Paragraph 4(a)(ix) and 4(b) above, 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, as the same may be extended, 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 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 and Perpetual Easement provided for in this Agreement, an ALTA owner's 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. Any failure by Buyer to timely deliver the notice of title objections shall be deemed Buyer's acceptance of the matters contained in the Title Commitment and the Survey and waiver of any further title objections. 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 ten (10) days after Seller's response, Buyer may (i) refuse to purchase the Property and terminate this Agreement; or (ii) 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 that Seller has agreed to cure after using good faith efforts, then in addition to the elections above, Buyer may allow Seller additional time to cure the objections, after which Buyer shall continue to have all of its elections provided in this paragraph.

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

- (iii) If applicable, within thirty (30) days after receipt of a Title Commitment reflecting that the Property is encumbered by a covenant to pay assessments, Seller shall obtain at its expense an estoppel certificate addressed to Buyer that all assessments are current, and stating the current amount of assessments on the Property. The certificate shall be updated for closing at Seller's expense as may be required by the Title Company to delete the exception for assessments from the Title Commitment. The estoppel certificate is subject to the objection and cure provisions of this Section in the same manner as though it were a title defect.

(iv) It is understood and agreed that the Property is being sold by Seller to Buyer free and clear of all liens, claims and encumbrances, except the Permitted Exceptions, and it is further understood and agreed that the conveyance by special warranty deed to be delivered by Seller at Closing shall be subject only to the following (collectively, the "Permitted Exceptions"): (a) laws, ordinances and governmental regulations (including but not limited to building, zoning, land use and any subdivision ordinances and regulations) affecting the Property; (b) all matters shown on the Title Commitment which are not objected to by Buyer or as to which Buyer waived its objection pursuant to Section 5(a)(ii); (c) real estate taxes and assessments for the year of closing and subsequent years which are not yet due and payable (subject to proration as set forth herein); and (d) matters that would be disclosed by a complete and accurate survey or inspection of the Property.

b. **Survey.** Thirty (30) days after the Effective Date, Buyer may obtain at its cost a new survey of the Property (the "Survey"). The Survey 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. Should Buyer elect not to terminate this Agreement, Seller shall if so directed by Buyer, at Seller's sole cost and expense and prior to closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary to bring the Property into full compliance with Environmental Law to Buyer's satisfaction in its sole discretion provided that if the cost of such remediation efforts exceeds ten percent (10%) of the Purchase Price, Seller shall have the right, but not the obligation, to undertake such efforts. Should Seller not agree to undertake such remediation efforts, Buyer shall have the option to purchase the Property at a discounted Purchase Price equal to the amount of the Purchase Price less the estimated cost of remediation efforts required to bring the Property into full compliance with Environmental Law. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

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, as the same may be extended, or, if Buyer does not terminate the Agreement as provided for in this Agreement, within Thirty (30) days after Seller cures any title objections that Seller elected to cure pursuant to the terms of this Agreement, whichever is later (the "Closing Date").
- b. **Location of Closing.** Buyer shall choose the time and place of closing. It shall not be a requirement of Closing that either Buyer or Seller appear in person as either party may 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 the Permitted Exceptions.
 - (iv) Intentionally deleted.
 - (v) Buyer shall have received a fully executed Cost Disbursement Agreement, executed by all parties thereto, including Timuquana Commerce Centers Owners Association, Inc.
 - (vi) Seller shall complete a W-9 in the form attached as **Exhibit "E"** and shall register with the City's software system to allow the City to provide payment to the Seller.
 - (vii) 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 "F."**
- 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"), conveying Parcel 1 to Buyer subject only to the Permitted Exceptions.
 - (ii) Execute, acknowledge, and deliver to Buyer the Perpetual Easement in recordable form, conveying perpetual drainage easement rights in Parcel 2, Parcel 3 and Parcel 4 to Buyer.
 - (iii) Execute and deliver to Buyer the Cost Disbursement Agreement.

- (iv) 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, and any SNDAs that may be required.
- (v) 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.
- (vi) 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 Permitted Exceptions.
- (vii) Deliver to the Title Company a certificate that Seller is not a foreign person in accordance with Section 1445 of the Internal Revenue Code.
- (viii) Deliver to Buyer originals (if available) or copies (if originals are not available) 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.
- (ix) 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 or City warrant, in an amount equal to the Purchase Price after credits and prorations, for delivery to Seller on Seller's performance of its obligations.
- (ii) Execute and Deliver to Seller the Cost Disbursement Agreement.
- (iii) Execute and Deliver to Seller the Perpetual Easement.
- (iv) Execute and deliver the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement.

f. Closing Costs.

- (i) At Closing, Seller shall pay:
 - (a) The cost of satisfying any liens or encumbrances against the Property;
 - (b) The costs of recording any corrective instruments;
 - (c) The documentary stamp taxes due on the Deed and Perpetual Easement; and
 - (d) Remediation costs as explained in 5(c).
- (ii) Buyer shall pay:
 - (a) All costs incurred in obtaining the Survey;
 - (b) The premium for the title insurance policies insuring the Deed and Perpetual Easement;
 - (c) The cost of the Title Commitment;
 - (d) The cost of recording the Deed and Perpetual Easement; and

(e) 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.

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, terminate this Agreement and receive a return of the Purchase Price paid to Escrow Agent, if any, 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 remedies are to (i) terminate this Agreement or (ii) seek specific performance.

8. BROKERAGE COMMISSIONS

Each party represents to the other they are not represented by brokers or finders in this transaction; therefore, no brokerage commissions are to be paid by either party.

9. OTHER CONTRACTUAL PROVISIONS

a. Assignability.

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

Public Works Department
Attn: City Engineer
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202

With a Copy to:

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

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

To Seller:

Fennell IP, LLC
984 Shipwatch Drive East
Jacksonville, Florida 32225
Attn: Blair Fonda

With a Copy to:

c/o RCBF Properties LLC
3400 Kori Road
Jacksonville, Florida 32257
Attn: Blair Fonda

With a Copy to:

Driver, McAfee, Hawthorne, and Diebenow
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Attn: Cyndy Trimmer, Esq.

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. To Seller's knowledge 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.

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:

FENNELL IP, LLC

By: _____

Name: _____

Its: _____

BUYER:

CITY OF JACKSONVILLE

Donna Deegan, Mayor

Date: _____

Approved as to Form
As to City Only

Attest:

Office of General Counsel

Corporation Secretary

GC-#1609934-v4-Fennell Road PSA

Exhibit "A-1"
(The "Parcel 1 Property")

The legal description of the Parcel 1 Property may be updated or confirmed by the Survey referenced in paragraph 5(b) herein.

PARCEL 1 - EXHIBIT A-1

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A PART OF BLOCK 4, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF TRACT 10, SAID BLOCK 4; THENCE NORTH 89°52'49" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 553.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 290.47 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 430.00 FEET; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 176.03 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°43'40" EAST AND A CHORD DISTANCE OF 174.81 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 23°27'21" EAST, A DISTANCE OF 771.15 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 220.00 FEET; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 92.40 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°25'27" EAST AND A CHORD DISTANCE OF 91.72 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 00°36'26" WEST, A DISTANCE OF 74.95 FEET TO A POINT ON THE SOUTH LINE OF TIMUQUANA COMMERCE CENTER, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 62, PAGES 96-99 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 89°33'44" EAST, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 60.00 FEET; THENCE SOUTH 00°36'26" EAST, DEPARTING LAST SAID SOUTH LINE, A DISTANCE OF 74.77 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 280.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 117.59 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°25'27" WEST AND A CHORD DISTANCE OF 116.73 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 23°27'21" WEST, A DISTANCE OF 771.15 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 370.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 151.47 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 11°43'40" WEST AND A CHORD DISTANCE OF 150.42 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 290.35 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 4; THENCE SOUTH 89°52'49" WEST, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1.94 ACRES/ 84,310 SQUARE FEET

CERTIFIED TO: RCBF PROPERTIES

(SEE SHEET 2 FOR SKETCH)

SHEET 1 OF 2

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 93, AS N89°52'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS
- (3) THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- (4) IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA FIRM MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE

| | |
|--------|------------------------------|
| P/C | POINT OF CURVATURE |
| P/T | POINT OF TANGENCY |
| P/R | POINT OF REVERSE CURVE |
| P/C/C | POINT OF COMPOUND CURVE |
| P/O/C | POINT ON CURVE |
| P/R/M | PERMANENT REFERENCE MONUMENT |
| P/C/P | PERMANENT CONTROL POINT |
| B/R/L | BUILDING RESTRICTION LINE |
| CL/F | CHAIN LINK FENCE |
| R/W | RIGHT-OF-WAY |
| O.R.B. | OFFICIAL RECORDS BOOK |
| O/L | ON LINE |
| — — | BREAK LINE |

LEGEND

| | |
|------|-----------------------|
| R | RADIUS |
| Δ | DELTA (CENTRAL ANGLE) |
| ARC | ARC LENGTH |
| CH | CHORD |
| C/B | CHORD BEARING |
| LR | LINE RADIUS TO CURVE |
| AC | AIR CONDITIONER |
| CONC | CONCRETE |
| ED | EDGING |
| IP | IRON PIPE |
| M | MEASURED |
| D | DEED |
| F | FENCE |



SCALE 1"=150'

07-28-2021

DATE OF SKETCH

NATHAN P. PERRET, FLA. CERT. NO. 6900

LB - 6715

F.B. - PG. -

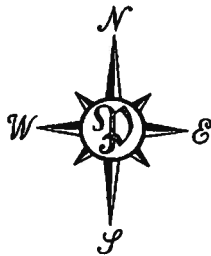
NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

PARCEL 1 - EXHIBIT A-1

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

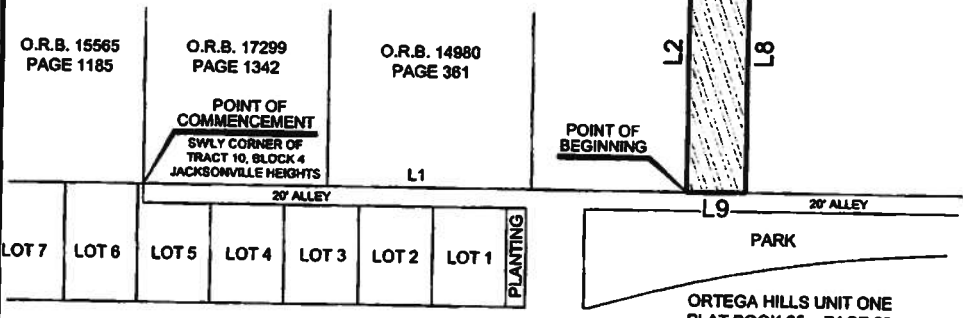
(SEE SHEET 1 FOR LEGAL DESCRIPTION)

TIMUQUANA COMMERCE CENTER
PLAT BOOK 62 PAGES 96-99



| LINE TABLE | | |
|------------|---------|-------------|
| LINE # | LENGTH | DIRECTION |
| L1 | 553.30' | N89°52'49"E |
| L2 | 290.47' | N00°00'00"W |
| L3 | 771.15' | N23°27'21"E |
| L4 | 74.85' | N00°36'26"W |
| L5 | 60.00' | N89°33'44"E |
| L6 | 74.77' | S00°36'26"E |
| L7 | 771.15' | S23°27'21"W |
| L8 | 290.35' | S00°00'00"E |
| L9 | 60.00' | S89°52'49"W |

| CURVE TABLE | | | | | |
|-------------|---------|---------|-----------|---------------|---------|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD |
| C1 | 178.03' | 430.00' | 23°27'21" | N11°43'40"E | 174.81' |
| C2 | 82.40' | 220.00' | 24°03'47" | N11°25'27"E | 91.72' |
| C3 | 117.59' | 280.00' | 24°03'47" | S11°25'27"W | 116.73' |
| C4 | 151.47' | 370.00' | 23°27'21" | S11°43'40"W | 150.42' |



SHEET 2 OF 2

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 905-0030

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 93, AS N89°52'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

- LEGEND**
- P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - P.R.C. POINT OF REVERSE CURVE
 - P.C.C. POINT OF COMPOUND CURVE
 - P.O.C. POINT ON CURVE
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - P.C.P. PERMANENT CONTROL POINT
 - S.R.L. BUILDING RESTRICTION LINE
 - CLF GREEN LINK FENCE
 - R/W RIGHT-OF-WAY
 - O.R.B. OFFICIAL RECORDS BOOK
 - OL ON LINE
 - DL BREAK LINE

- R RADIUS
- Δ or D DELTA (CENTRAL ANGLE)
- A or L ARC LENGTH
- C or CH CHORD
- CB CHORD BEARING
- (P) LINE RADIAL TO CURVE
- AC AIR CONDITIONER
- CONC. CONCRETE
- FD. FOUND
- I.P. IRON PIPE
- (M) MEASURED
- (D) DEED
- FENCE FENCE



SCALE 1"=150'

07-28-2021

DATE OF SKETCH

LB - 6715

Exhibit "B-2"
(The "Parcel 2 Property")

The legal description of the Parcel 2 Property may be updated or confirmed by the Survey referenced in paragraph 5(b) herein.

PARCEL 2 - EXHIBIT B-2

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A PART OF BLOCK 4, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF TRACT 10, SAID BLOCK 4; THENCE NORTH 89°52'49" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 613.30 FEET; THENCE NORTH 00°00'00" EAST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 290.35 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 370.00 FEET; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 151.47 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°43'40" EAST AND A CHORD DISTANCE OF 150.42 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 23°27'21" EAST, A DISTANCE OF 384.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 23°27'21" EAST, A DISTANCE OF 171.49 FEET TO A POINT OF NON-TANGENCY OF A CURVE CONCAVED SOUTHERLY AND HAVING A RADIUS 45.00 FEET; THENCE EASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 25.45 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°50'42" EAST AND A CHORD DISTANCE OF 25.11 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 75°57'20" EAST, A DISTANCE OF 193.92 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 71.63 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 30°21'15" EAST AND A CHORD DISTANCE OF 64.30 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 15°14'50" WEST, A DISTANCE OF 60.91 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 53.89 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 49°33'28" WEST AND A CHORD DISTANCE OF 50.73 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 39.06 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 65°13'05" WEST AND A CHORD DISTANCE OF 38.37 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE WESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 45.14 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 75°18'22" WEST AND A CHORD DISTANCE OF 43.27 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 75°57'20" WEST, A DISTANCE OF 157.39 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 40.23 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 50°20'41" WEST AND A CHORD DISTANCE OF 38.90 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE AND THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1.14 ACRES/ 49,833 SQUARE FEET
 CERTIFIED TO: RCBF PROPERTIES

(SEE SHEET 2 FOR SKETCH)

SHEET 1 OF 2

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 93, AS N89°52'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- (3) THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- (4) IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

- LEGEND**
- P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - P.R.C. POINT OF REVERSE CURVE
 - P.C.C. POINT OF COMPOUND CURVE
 - P.O.C. POINT ON CURVE
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - P.C.P. PERMANENT CONTROL POINT
 - S.R.L. BUILDING RESTRICTION LINE
 - CLF CHAIN LINK FENCE
 - R/W RIGHT-OF-WAY
 - O.R.B. OFFICIAL RECORDS BOOK
 - O.A. ON LINE
 - BREAK LINE

SCALE 1"=150'

DATE OF SKETCH

07-28-2021

NATHAN P. PERRET, FLA. CERT. NO. 6900



LB ~ 6715

F.B. _____ PG. _____

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO.

2018-2682-9

PARCEL 2 - EXHIBIT B-2

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

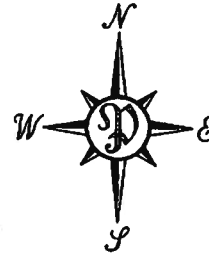
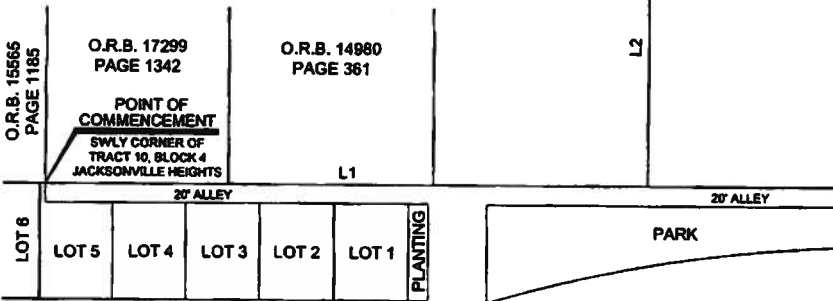
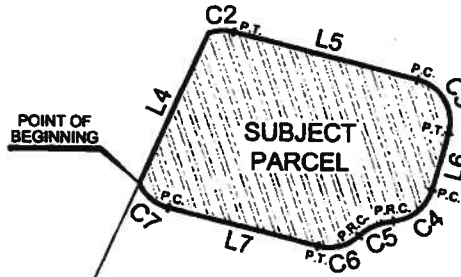
(SEE SHEET 1 FOR LEGAL DESCRIPTION)

| LINE TABLE | | |
|------------|---------|-------------|
| LINE # | LENGTH | DIRECTION |
| L1 | 613.30' | N89°52'49"E |
| L2 | 290.35' | N00°00'00"E |
| L3 | 384.09' | N23°27'21"E |
| L4 | 171.49' | N23°27'21"E |
| L5 | 193.82' | S75°57'20"W |
| L6 | 80.91' | S15°14'50"W |
| L7 | 157.39' | N75°57'20"W |

| CURVE TABLE | | | | | |
|-------------|---------|---------|-----------|---------------|---------|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD |
| C1 | 151.47' | 370.00' | 23°27'21" | N11°43'40"E | 150.42' |
| C2 | 25.45' | 45.00' | 32°23'56" | N87°50'42"E | 25.11' |
| C3 | 71.83' | 45.00' | 81°12'10" | S30°21'15"E | 64.30' |
| C4 | 53.89' | 45.00' | 68°37'15" | S49°33'28"W | 50.73' |
| C6 | 38.05' | 80.00' | 37°18'01" | S65°13'06"W | 38.37' |
| C6 | 45.14' | 45.00' | 57°28'36" | S75°18'22"W | 43.27' |
| C7 | 40.23' | 45.00' | 51°13'18" | N50°20'41"W | 38.90' |

A PART OF BLOCK 4, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE HEIGHTS PLAT BOOK 5, PAGE 83

A PART OF BLOCK 4, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 28 EAST, JACKSONVILLE HEIGHTS PLAT BOOK 5, PAGE 83



SHEET 2 OF 2

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 83, AS N89°52'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

LEGEND

- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.R.C. POINT OF REVERSE CURVE
- P.C.C. POINT OF COMPOUND CURVE
- P.O.C. POINT ON CURVE
- P.R.M. PERMANENT REFERENCE MONUMENT
- P.C.P. PERMANENT CONTROL POINT
- B.R.L. BUILDING RESTRICTION LINE
- CLF CHAIN LINK FENCE
- R/W RIGHT-OF-WAY
- O.R.B. OFFICIAL RECORDS BOOK
- OL ON LINE
- BREAK LINE

- R RADIUS
- Δ or D DELTA (CENTRAL ANGLE)
- A or L ARC LENGTH
- C or CH CHORD
- CB CHORD BEARING
- LINE FACIAL TO CURVE
- AC AIR CONDITIONER
- CONC. CONCRETE
- FD. FOUND
- I.P. IRON PIPE
- (M) MEASURED
- (C) ODDS
- FENCE FENCE



SCALE, 1"=150'

07-28-2021

DATE OF SKETCH

LB - 6715

F.B. - PG. - NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2018-2682-9

Exhibit "B-3"
(The "Parcel 3 Property")

The legal description of the Parcel 3 Property may be updated or confirmed by the Survey referenced in paragraph 5(b) herein.

PARCEL 3 - EXHIBIT B-3

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

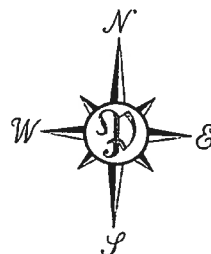
A PART OF BLOCK 4, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH WESTERLY CORNER OF TRACT 10, SAID BLOCK 4; THENCE NORTH 89°52'49" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 613.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°52'49" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 258.98 FEET; THENCE NORTH 00°38'56" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 30.28 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 46.85 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°23'03" WEST AND A CHORD DISTANCE OF 42.23 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 89°52'49" WEST, A DISTANCE OF 198.64 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 47.06 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°56'25" WEST AND A CHORD DISTANCE OF 42.38 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 30.06 FEET TO THE POINT OF BEGINNING.

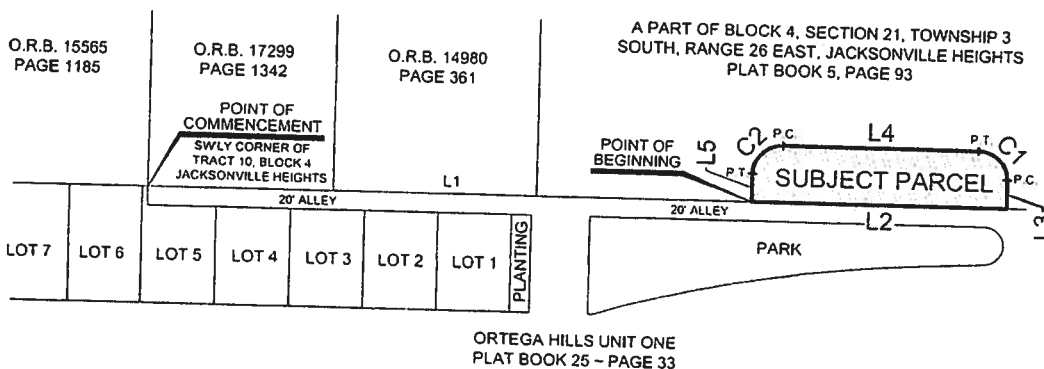
SAID LANDS CONTAINING 0.35 ACRES/ 15,137 SQUARE FEET

CERTIFIED TO: RCBF PROPERTIES

| LINE TABLE | | |
|------------|---------|-------------|
| LINE # | LENGTH | DIRECTION |
| L1 | 613.30' | N89°52'49"E |
| L2 | 258.98' | N89°52'49"E |
| L3 | 30.28' | N00°38'56"W |
| L4 | 198.64' | S89°52'49"W |
| L5 | 30.06' | S00°00'00"E |



| CURVE TABLE | | | | | |
|-------------|--------|--------|-----------|---------------|--------|
| CURVE # | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD |
| C1 | 46.85' | 30.00' | 89°28'15" | N45°23'03"W | 42.23' |
| C2 | 47.06' | 30.00' | 89°52'49" | S44°56'25"W | 42.38' |



O.R.B. 15565
PAGE 1185

O.R.B. 17299
PAGE 1342

O.R.B. 14980
PAGE 361

A PART OF BLOCK 4, SECTION 21, TOWNSHIP 3
SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS
PLAT BOOK 5, PAGE 93

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

GENERAL NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 93, AS N89°52'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES
- THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS
- THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY
- IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA FIRM MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE

| | |
|--------|------------------------------|
| P.C. | POINT OF CURVATURE |
| P.T. | POINT OF TANGENCY |
| P.R.C. | POINT OF REVERSE CURVE |
| P.C.C. | POINT OF COMPOUND CURVE |
| P.O.C. | POINT ON CURVE |
| P.R.H. | PERMANENT REFERENCE MONUMENT |
| P.C.P. | PERMANENT CONTROL POINT |
| B.R.L. | BUILDING RESTRICTION LINE |
| CLF | CHAIN LINK FENCE |
| R.W. | RIGHT-OF-WAY |
| O.R.B. | OFFICIAL RECORDS BOOK |
| O.L. | OIL LINE |
| — | BREAK LINE |

LEGEND

| | |
|-----------|-----------------------|
| R | RADIUS |
| Δ | DELTA (CENTRAL ANGLE) |
| L | ARC LENGTH |
| C | CHORD |
| CB | CHORD BEARING |
| R | ONE RADIAL TO CURVE |
| A/C | AIR CONDITIONER |
| CONC | CONCRETE |
| FOUND | FOUND |
| IRON PIPE | IRON PIPE |
| (M) | MEASURED |
| (D) | DEED |
| — | FENCE |

SCALE 1"=150'

07-28-2021

DATE OF SKETCH

NATHAN P. PERRET, FLA. CERT. NO. 6900



LB - 6715

F.B. - PG. -

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO.

Exhibit "B-4"
(The "Parcel 4 Property")

The legal description of the Parcel 4 Property may be updated or confirmed by the Survey referenced in paragraph 5(b) herein.

PARCEL 4 - EXHIBIT B-4

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

A PART OF BLOCK 4, SECTION 21, TOWNSHIP 3 SOUTH, RANGE 26 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF TRACT 10, SAID BLOCK 4; THENCE NORTH 89°52'49" EAST, ALONG THE SOUTH LINE OF SAID BLOCK 4, A DISTANCE OF 553.30 FEET; THENCE NORTH 00°00'00" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 290.47 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 430.00 FEET; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 176.03 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 11°43'40" EAST AND A CHORD DISTANCE OF 174.81 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 23°27'21" EAST, A DISTANCE OF 484.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 23°27'21" EAST, A DISTANCE OF 25.38 FEET; NORTH 76°31'07" WEST, A DISTANCE OF 400.87 FEET; THENCE NORTH 28°16'16" EAST, A DISTANCE OF 0.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 22.29 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 14°04'56" EAST AND A CHORD DISTANCE OF 22.06 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 00°06'23" WEST, A DISTANCE OF 41.88 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 20.72 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 13°17'54" WEST AND A CHORD DISTANCE OF 20.54 FEET TO A POINT OF NON-TANGENCY OF LAST SAID CURVE; THENCE NORTH 89°53'37" EAST, A DISTANCE OF 359.35 FEET; THENCE NORTH 00°13'21" WEST, A DISTANCE OF 225.87 FEET TO A POINT ON THE SOUTH LINE OF TIMUQUANA COMMERCE CENTER, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 62, PAGES 96-99 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 89°33'44" WEST, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 25.00 FEET; THENCE SOUTH 00°13'21" EAST, DEPARTING LAST SAID SOUTH LINE, A DISTANCE 200.72 FEET; THENCE SOUTH 89°53'38" WEST, A DISTANCE OF 676.13 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 70.78 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°50'09" WEST AND A CHORD DISTANCE OF 63.70 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 00°13'18" EAST, A DISTANCE OF 27.66 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 73.33 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°54'12" EAST AND A CHORD DISTANCE OF 65.48 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 54.96 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 67°20'38" EAST AND A CHORD DISTANCE OF 53.06 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 41°06'10" EAST, A DISTANCE OF 68.55 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 27.40 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 58°32'41" EAST AND A CHORD DISTANCE OF 26.98 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE SOUTH 75°59'12" EAST, A DISTANCE OF 119.11 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 45.00 FEET; THENCE NORTHEASTERLY, ALONG LAST SAID CURVE, AN ARC DISTANCE OF 59.49 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 66°08'32" EAST AND A CHORD DISTANCE OF 55.25 FEET TO A POINT OF TANGENCY OF LAST SAID CURVE; THENCE NORTH 28°16'16" EAST, A DISTANCE OF 90.36 FEET; THENCE SOUTH 76°31'07" EAST, A DISTANCE OF 403.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 2.13 ACRES/ 92,822 SQUARE FEET

CERTIFIED TO: RCBF PROPERTIES

(SEE SHEET 2 FOR SKETCH)

SHEET 1 OF 2

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

GENERAL NOTES:

- (1) BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 93, AS N89°52'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
- (3) THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- (4) IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.A. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

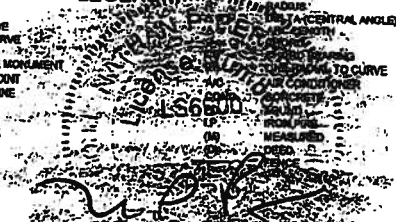
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.R.C. POINT OF REVERSE CURVE
- P.C.C. POINT OF COMPOUND CURVE
- P.O.C. POINT ON CURVE
- P.R.M. PERMANENT REFERENCE MONUMENT
- P.C.P. PERMANENT CONTROL POINT
- B.R.L. BUILDING RESTRICTION LINE
- CLF CHAIN LINK FENCE
- R.W. RIGHT-OF-WAY
- O.R.B. OFFICIAL RECORDS BOOK
- OL ON LINE
- BL BREAK LINE

SCALE 1"=150'

07-28-2021

DATE OF SKETCH

LEGEND



NATHAN P. PERRÉ, FLA. CERT. NO. 6900



LB - 6715

F.B. - PG. -

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO.

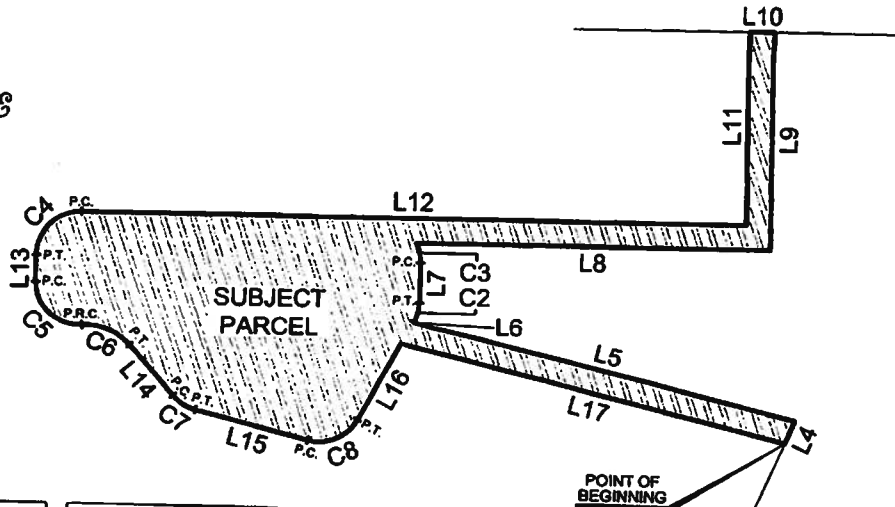
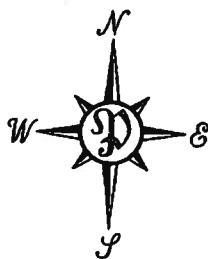
2018-2882-10

PARCEL 4 - EXHIBIT B-4

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF

(SEE SHEET 1 FOR LEGAL DESCRIPTION)

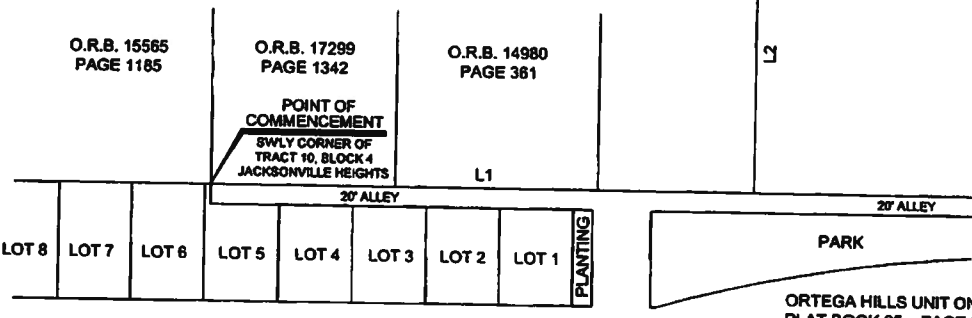
TIMUQUANA COMMERCE CENTER
PLAT BOOK 62 PAGES 88-89



| LINE # | LENGTH | DIRECTION |
|--------|---------|-------------|
| L1 | 553.30' | N89°52'49"E |
| L2 | 290.47' | N00°00'00"W |
| L3 | 484.34' | N23°27'21"E |
| L4 | 25.38' | N23°27'21"E |
| L5 | 400.87' | N78°31'07"W |
| L6 | 0.26' | N28°16'18"E |
| L7 | 41.88' | N00°06'23"W |
| L8 | 359.33' | N89°53'37"E |
| L9 | 225.87' | N00°13'21"W |

| LINE # | LENGTH | DIRECTION |
|--------|---------|-------------|
| L10 | 25.00' | S89°33'44"W |
| L11 | 200.72' | S00°13'21"E |
| L12 | 676.13' | S89°53'38"W |
| L13 | 27.88' | S00°13'18"E |
| L14 | 68.65' | S41°08'10"E |
| L15 | 119.11' | S75°59'12"E |
| L16 | 90.38' | N28°16'18"E |
| L17 | 403.08' | S78°31'07"E |

| CURVE # | LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD |
|---------|---------|---------|-----------|---------------|---------|
| C1 | 178.03' | 430.00' | 23°27'21" | N11°43'40"E | 174.81' |
| C2 | 22.29' | 45.00' | 28°22'38" | N14°04'56"E | 22.06' |
| C3 | 20.72' | 45.00' | 26°23'01" | N13°17'54"W | 20.54' |
| C4 | 70.78' | 45.00' | 90°08'56" | S44°50'09"W | 63.70' |
| C5 | 73.33' | 45.00' | 93°21'48" | S48°54'12"E | 65.48' |
| C6 | 54.98' | 60.00' | 52°28'56" | S87°20'38"E | 63.08' |
| C7 | 27.40' | 45.00' | 34°53'02" | S68°32'41"E | 26.98' |
| C8 | 58.49' | 45.00' | 75°44'32" | N68°08'32"E | 55.28' |



SHEET 2 OF 2

PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030

- GENERAL NOTES:**
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK 4, JACKSONVILLE HEIGHTS, PLAT BOOK 5, PAGE 93, AS 189°02'49"E, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
 - THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, COVENANTS, RESTRICTIONS.
 - THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
 - IT IS THE LENDER'S RESPONSIBILITY TO DETERMINE FEMA F.I.R.M. MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN ABOVE. SURVEYOR HEREON WILL CONFIRM FOR ADDITIONAL FEE.

- LEGEND**
- P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - P.R.C. POINT OF REVERSE CURVE
 - P.C.C. POINT OF COMPOUND CURVE
 - P.O.C. POINT ON CURVE
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - P.C.P. PERMANENT CONTROL POINT
 - B.R.L. BUILDING RESTRICTION LINE
 - C.L.F. CHAIN LINK FENCE
 - R.W. RIGHT-OF-WAY
 - O.R.B. OFFICIAL RECORDS BOOK
 - O.L. ON LINE
 - BREAK LINE

- R RADIUS
- Δ or D DELTA (CENTRAL ANGLE)
- A or L ARC LENGTH
- C or CH CHORD
- CB CHORD BEARING
- (R) LINE RADIAL TO CURVE
- AC AIR CONDITIONER
- CONC. CONCRETE
- FD. FOUND
- I.P. IRON PIPE
- (M) MEASURED
- (D) DEED
- (F) FENCE



SCALE 1"=150'
07-28-2021
DATE OF SKETCH

Exhibit "C"
Cost Sharing Agreement

Exhibit "D"
Perpetual Easement

Prepared by and return to:

Charles L. Gibbs, Esq.
Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

STORMWATER DRAINAGE EASEMENT

This **STORMWATER DRAINAGE EASEMENT** (this "**Easement**") is made this ____ day of _____, 20____, by and between [**FENNELL IP, LLC**, a Florida limited liability company ("**Grantor**")], whose address is _____, and **CITY OF JACKSONVILLE**, a municipal corporation under the laws of the State of Florida ("**City**"), whose address is Attn: Chief Real Estate Division, 214 N. Hogan Street, 10th Floor, Jacksonville, Florida 32202.

WITNESSETH

WHEREAS, Grantor is the owner of a tract of land more particularly described in Exhibit "A" attached hereto and hereafter collectively referred to as the "**Grantor Parcel**";

WHEREAS, City is the owner of a tract of land more particularly described in Exhibit "B" attached hereto and hereafter referred to as the "**City Parcel**" (the Grantor Parcel and the City Parcel are sometimes individually referred to herein as a "**Parcel**", and collectively as the "**Parcels**");

WHEREAS, Grantor wishes to grant and City wishes to receive, as an appurtenance to the City Parcel, an easement over, under and across a portion of the Grantor Parcel as more particularly described on Exhibit "C" attached hereto (the "**Pond Easement Area**") for the purpose of impounding surface water flow and stormwater runoff from the City Parcel; and

WHEREAS, the term "**Surface Water Management Facility**" as used herein means the retention pond and any related facility located in the Pond Easement Area described on Exhibit "C" (as the same may be relocated or reconfigured pursuant to the terms of this Easement) for the purpose of impounding surface water flow and stormwater runoff from the Grantor Parcel and the City Parcel.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

Grant of Pond Easement. Grantor hereby grants to City, its successors and assigns, as an easement appurtenant to the City Parcel, an irrevocable and perpetual, non-exclusive easement to convey, discharge, drain, and impound surface water and stormwater from the City Parcel over, under and across the Pond Easement Area and into the Surface Water Management Facility and to construct, operate, lay, improve and/or repair and maintain an underground drainage pipe and related outfall facilities in, on,

along, through, across, or under the Pond Easement Area for the benefit of the City Parcel to facilitate such conveyance, discharge, drainage and impoundment (the “**City Drainage Facilities**”). City shall not alter or cause to be altered the City Drainage Facilities if such alteration would materially adversely affect the retention of surface water or stormwater in the Surface Water Management Facility. Notwithstanding the foregoing, the installation of City Drainage Facilities on the Grantor Parcel by City and the use of the Pond Easement Area to drain surface water and stormwater from the City Parcel is conditioned on (i) City having obtained all required governmental approvals for such connection and use, and (ii) Grantor having approved the plans for the City Drainage Facilities within the Pond Easement Area in writing, which approval shall not be unreasonably withheld, conditioned or delayed. City shall, at its sole cost and expense, promptly repair any landscaping or other improvements located on the Grantor Parcel damaged by City in the exercise of its rights hereunder.

Reservation of Rights by Grantor. The right to use the Pond Easement Area and the Surface Water Management Facility located on the Grantor Parcel for any purpose not incompatible with the easement granted hereby is expressly reserved by Grantor. In addition, Grantor reserves the right to install driveway, landscaping, drainage and utility improvements within the Pond Easement Area located on the Grantor Parcel, subject to all applicable regulations of the applicable governmental authorities, provided that such reserved rights do not materially obstruct or interfere with the easement and rights herein granted.

Maintenance and Repair of the Surface Water Management Facility, Grantor Drainage Facilities and City Drainage Facilities. Grantor, at its sole expense, shall maintain, or cause to be maintained, the Surface Water Management Facility in good order, in a sightly and safe condition and in compliance with all applicable governmental laws, rules, and regulations. City shall, at its sole expense, maintain or cause to be maintained the City Drainage Facilities and any drainage pipes or other drainage facilities located on the City Parcel used to convey surface water and stormwater to the Surface Water Management Facility in good order, in a sightly and safe condition and in compliance with all applicable governmental laws, rules, and regulations. In the event either party shall fail to complete its repair and maintenance obligations in accordance with this Easement within thirty (30) days after written notice of such failure, then the other party shall have the right, but not the obligation, to complete such maintenance or repair. Should either party exercise such right of self-help, then such party shall be reimbursed promptly by the other party for the costs incurred in performing such maintenance or repair. The party seeking reimbursement shall provide to the other party an invoice for such costs and expenses, along with copies of all supporting documentation. The party owing reimbursement shall pay for such costs within thirty (30) days after receiving the invoice and supporting documentation.

Indemnification.

Subject to the provisions and limitations of Section 768.28, Florida Statutes, City hereby indemnifies, holds harmless and agrees to defend Grantor, its officers, directors, employees, members, shareholders and partners against any losses, costs, claims and actions for damages to property or injury to persons to the extent such losses, costs, claims and actions for damages are attributable to any negligent act or omission or willful misconduct in the performance by City of its duties and obligations hereunder. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City and the City’s members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Easement. Grantor hereby indemnifies, holds harmless and agrees to defend City, its officers, directors, employees, members, shareholders and partners against any losses, costs, claims

and actions for damages to property or injury to persons arising out of or in connection with any negligent act or omission or willful misconduct in the performance by Grantor of its duties and obligations hereunder.

Incidental Rights. Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily incidental thereto.

Running of Benefits and Burdens. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto.

Enforcement; Attorney's Fees. In the event of any default under this Easement, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance.

Construction. The rule of strict construction does not apply to this Easement. This Easement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on each party is carried out.

Severability. In the event that any of the covenants, agreements, terms or provisions contained in this Easement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.

Notice. The addresses of PG and City are as set forth in the initial paragraph. If at any time, it is necessary or convenient for one of the parties to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing, signed by the party serving notice, sent by nationally recognized overnight carrier or registered or certified United States mail, return receipt requested and postage or other charges prepaid.

No Third-Party Beneficiaries; Release of Easement. This easement is for the exclusive benefit of the Grantor Parcel and the City Parcel and is not intended for the use or benefit of any other real property, nor is it for the use or benefit of any person or entity. Grantor and City expressly permit the use of the Pond Easement Area and the Surface Water Management Facility by any lessee of all or a portion of the Grantor Parcel. Grantor and City, together, may terminate this Easement by recording a release in recordable form executed by all owners of the Grantor Parcel and the City Parcel, whereupon all rights, duties, and liabilities hereby created shall terminate.

Entire Agreement; Amendment. The parties hereto agree that the entire agreement between the parties with respect to the Pond Easement Area, the Surface Water Management Facility, and the City Drainage Facilities is set forth in this Easement. This instrument may be amended only by an instrument in writing and signed by the persons who are the then owners of the fee simple title to the Grantor Parcel and the City Parcel.

Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

Governing Law and Venue. This Easement shall be construed in accordance with the laws of the State of Florida, and venue shall be Duval County, Florida.

Counterparts. This Easement may be executed in counterparts, each of which shall be deemed an original document, but all of which shall constitute a single document. This Easement shall not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to the other party to this Easement. The facsimile signature of a party is and shall be deemed to be an original execution and is binding.

[Signatures pages to follow]

IN WITNESS WHEREOF, Grantor and City have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

Grantor:

[FENNEL IP, LLC, a Florida limited liability company]

Printed Name: _____

Address: _____

Printed Name: _____

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2024___, by _____, the _____ of [FENNEL IP, LLC, a Florida limited liability company], on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

Signed, sealed and delivered in our presence as witnesses:

CITY:

CITY OF JACKSONVILLE, a Florida municipal corporation

Printed Name: _____
Address: _____

By: _____
Name: Donna Deegan
As: Mayor

Printed Name: _____
Address: _____

Attested by: _____
James R. McCain as Corporation Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2024____, by _____, for and on behalf of Mayor Donna Deegan, as aforesaid, and James R. McCain, Jr., as Corporation Secretary, on behalf of the City of Jacksonville, a Florida municipal corporation, who are personally known to me.

NOTARY PUBLIC
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Form Approved:

Office of General Counsel

GC-#1415969-v3-ORTEGA_HILLS_CONNECTOR__Cost_Share_Mobility_Credit_K.docx

Exhibit "A" Perpetual Easement

Legal Description of the Grantor Parcel

Exhibit "B" to Perpetual Easement

Legal Description of the City Parcel

Exhibit "C" to Perpetual Easement

Pond Easement Area

Exhibit "E"

W-9 Form

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | - | | | | |
| OR | | | | | | | | |
| Employer identification number | | | | | | | | |
| | | | | - | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**Public Disclosure Act
Disclosure Affidavit**

(Exhibit "F" 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 A attached hereto and made a part hereof, and hereby certifies that the names and addresses listed in Exhibit B 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 physical presence this _____ day of _____, by _____, who (check one): is personally known to me or produced _____ as identification.

Notary Public, State of Florida

(seal)

EXHIBIT A to Beneficial Interest Affidavit

Legal Description of Real Property

EXHIBIT B to Beneficial Interest Affidavit

Beneficial Ownership

Name and Address of Beneficial Owner

% Ownership