

**DEVELOPMENT AGREEMENT
LONE STAR ROAD AT SOUTHSIDE BOULEVARD SERVICE ROAD**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2021, by and between **THE CITY OF JACKSONVILLE**, a municipal corporation of the State of Florida (hereinafter, the “City”), and **INDIGO SHOPPES LLC**, a Florida limited liability company (hereinafter, the “Indigo”).

RECITALS

A. Pursuant to Sections 163.3220, et seq., Florida Statutes, and Chapter 655, Part II, City of Jacksonville Ordinance Code (the “Ordinance Code”), the City is authorized to enter into development agreements with owners of real property.

B. This Agreement pertains to approximately nine hundred (900) feet of Lone Star Road/Tredinick Parkway, in the City, extending (east to west) from the southbound service road at the intersection of Tredinick Parkway and Southside Boulevard to the intersection of Lone Star Road with Mathews Manor Drive (the “Lone Star Segment”), all as depicted in the map attached hereto as Exhibit “A” (the “Site Plan”).

C. The Lone Star Segment includes a traffic circle/roundabout (the “Roundabout”), as depicted on the Site plan.

D. That portion of the Lone Star Segment including the Roundabout and extending east to Southside Boulevard as depicted on the Site Plan was permitted and is currently improved as a divided four-lane (not including turn lanes) private street of approximately one hundred thirty (130) feet in width (the “East Segment”).

E. The portion of the Lone Star Segment west of the Roundabout as depicted on the Site Plan was permitted and is currently improved as a two-lane private street of approximately forty (40) feet in width (the “West Segment”).

F. The Roundabout also has connections extending north (un-named) and south (Solera Terrace).

G. Up to sixty (60) feet of the southerly portion of the East Segment and Roundabout is within a City right-of-way, which was “established and opened” by an Order of the Duval County Commission dated July 10, 1916 and is shown in a subsequent survey (1981) and a City of Jacksonville Right-of-Way Map (April 28, 1996) as a 60-ft. right-of-way identified as Lone Star Road/County Road 132 (such right-of-way areas referred to herein as “City Right-of-Way”), and the northerly seventy (70) feet of the East Segment and Roundabout is owned by Indigo.

H. The East Segment and Roundabout were approved by the City and partially constructed as a private street in approximately 2008-2009. The East Segment and Roundabout remained gated and not open to the public until construction was completed as a private street in 2020. Since that time, the East Segment and Roundabout have been continuously open to public vehicular access. Through Solera Terrace extending south from the Roundabout, the East Segment and Roundabout currently provide access to a multifamily development currently

owned by Richbuilt Group of Jacksonville, LLC (RE # 120821-1105), and constructed in 2020 (the “Apartment Development”).

I. The West Segment was approved and built as a private street in 2018. With the exception of a brief interval in approximately 2018-2019, the West Segment has not been open to public vehicular access through to the Roundabout.

J. No portion of the Lone Star Segment has been dedicated or accepted as a public street.

K. Indigo owns the properties adjacent to and north (approx. 20.6 acres) and south (approx. 4.87 acres) of the East Segment and Roundabout (the “Adjacent Properties”).

L. Indigo desires to obtain the City’s approval of access/connections to and from the Adjacent Properties to the East Segment and Roundabout as currently constructed as a private street, such that Indigo and its successors may obtain approval of construction plans for the development of the Adjacent Properties, showing access/connection to the East Segment and Roundabout as currently constructed as a private street (collectively, the “Permitting Requirements”).

M. The City desires to have the right, but not the obligation, to improve (or permit or authorize others to improve) the Lone Star Segment to meet the design standards of a public road (the “Public Road Improvements”), and which Public Road Improvements may also include a multi-use path of up to eight (8) feet in width, to dedicate and accept Lone Star Segment so improved as a public street, and to obtain from Indigo any authorizations needed for the Public Road Improvements, dedication, and acceptance.

N. In order to facilitate the construction and dedication of the Public Road Improvements, Indigo agrees to dedicate to the City, at such time as may be reasonably required for the construction and dedication of the Public Road Improvements and at no cost to the City, all of Indigo’s right title and interest in and to the East Segment and the Roundabout and, in addition to the right-of-way for current improvements, additional right-of-way as shown in the Site Plan to establish a minimum 130-foot right of way for the East Segment, a minimum 80-foot right-of-way for the West Segment, and the right-of-way configuration for the Roundabout, which additional right-of-way may be necessary for the Public Road Improvements (collectively, the “ROW Dedication”). The right-of-way to be dedicated by Indigo in the ROW dedication is described and depicted in Exhibit “B” attached hereto.

O. Until such time as the Public Road Improvements may be constructed, the City desires that Indigo maintain the East Segment and Roundabout and Indigo agrees to maintain the East Segment and Roundabout during such time, as more specifically set forth herein, so long as the East Segment and Roundabout remain in their current status as a private street and are not open to public vehicular access through to the West Segment.

P. In consideration of (i) Indigo’s agreement to maintain the East Segment and Roundabout as a private road, (ii) Indigo’s agreement to the ROW Dedication for the Public

Road Improvements and (iii) the fact that the East Segment and Roundabout were permitted and constructed as a private road, the City agrees to fulfill the Permitting Requirements.

Q. The fulfillment of the Permitting Requirements will enhance access to the Adjacent Properties and surrounding properties, while providing safe and efficient access to such properties.

R. In providing for the dedication of the right-of-way for the Public Road Improvements at such time as the City is ready to construct such improvements, this Development Agreement encourages efficient use of economic and land resources, sound capital improvement planning and financing, and commitment to comprehensive planning.

S. The Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes (the "Act"), authorizes a local government to enter into a development agreement with a landowner to strengthen the public planning process, to assist in assuring there are adequate capital facilities for potential development, to facilitate the private participation in comprehensive planning, and to reduce the economic costs of development.

T. The Act authorizes agreements for up to thirty (30) years, which can be extended by mutual consent of the parties, subject to the public hearing requirements in accordance with Section 163.3225, Florida Statutes.

U. The City finds that the fulfillment of the Permitting Requirements, maintenance of the East Segment and Roundabout by Indigo and dedication of certain right-of-way for the Public Road Improvements at the appropriate time are consistent with the Ordinance Code and the Comprehensive Plan.

V. The City finds that it is in the best interest of the public to enter into this Development Agreement with Indigo to establish responsibilities relating to existing East Segment and Roundabout and the future construction and dedication of the Public Road Improvements.

W. The required two (2) public hearings for this Agreement were held, following proper notice, pursuant to Section 163.3225, Florida Statutes, and Part 2 of Chapter 655, Ordinance Code of the City of Jacksonville, before the Planning and Development Department pursuant to Chapter 655, Ordinance Code, the Land Use and Zoning committee of the City Council, and the City Council.

NOW, THEREFORE, in consideration of the covenants herein made and the performance thereof, the parties hereto agree as follows:

1. Recitals True: The foregoing recitals are true and correct and are incorporated herein by reference.

2. Definitions of Terms Used in this Agreement:

a. "Adjacent Properties" means the properties adjacent to and north (approx. 20.6 acres) and south (approx. 4.87 acres) of the East Segment and Roundabout.

b. “Apartment Development” means the multifamily development currently owned by Richbuilt Group of Jacksonville, LLC (RE # 120821-1105), and constructed in 2020.

c. “City” means the City of Jacksonville, a municipal corporation of the State of Florida.

d. “City Right-of-Way” means up to sixty (60) feet of the southerly portion of the East Segment and Roundabout, which was “established and opened” by an Order of the Duval County Commission dated July 10, 1916 and is shown in a subsequent survey (1981) and a City of Jacksonville Right-of-Way Map (April 28, 1996) as a 60-ft. right-of-way identified as Lone Star Road/County Road 132.

e. “Comprehensive Plan” means the 2030 Comprehensive Plan for the City of Jacksonville, as it may be amended.

f. “Director” means the head of the City’s Planning and Development Department or its successor agency, or his/her designee.

g. “East Segment” means that portion of the Lone Star Segment including the Roundabout and extending east to Southside Boulevard was permitted and is currently improved as a divided four-lane (not including turn lanes) private street of approximately one hundred thirty (130) feet in in width.

h. “Indigo” means Indigo Shoppes, LLC, a Florida limited liability company, and, pursuant to Section 16(e) below, its assigns.

i. “Lone Star Segment” means approximately nine hundred (900) feet of Lone Star Road, in the City, extending (east to west) from the southbound service road at the intersection of Tredinick Parkway and Southside Boulevard to the intersection of Lone Star Road with Mathews Manor Drive, all as depicted on the Site Plan.

j. “Ordinance Code” means the Ordinance Code of the City.

k. “Permitting Requirements” means City’s permitting and approval under the Ordinance Code and Land Development Procedures Manual of access/connections to and from the Adjacent Properties to the East Segment and Roundabout as currently constructed and as a private street, such that Indigo and its successors may obtain permits for and approval of construction plans for the development of the Adjacent Properties, showing access/connection to the East Segment and Roundabout as currently constructed as a private street.

l. “Public Road Improvements” means the improvements required to improve the Lone Star Segment to meet the design standards of a public road, which may also include a multi-use path of up to eight (8) feet in width.

m. “Roundabout” means the roundabout within the Lone Star Segment, as depicted on the Site Plan.

n. “ROW Dedication” means the dedication of all of Indigo’s right title and interest in and to the East Segment, West Segment, and the Roundabout and, in addition to the right-of-way for current improvements, additional right-of-way as shown in the Site Plan to establish a minimum 130-foot right of way for the East Segment, a minimum 80-foot right-of-way for the West Segment, and the right-of-way configuration for the Roundabout, which additional right-of-way may be necessary for the Public Road Improvements. The right-of-way to be dedicated by Indigo in the ROW dedication is described and depicted in Exhibit B.

o. “Site Plan” means the map attached hereto as Exhibit “A”.

p. “West Segment” means the portion of the Lone Star Segment west of the Roundabout that is currently improved as a two-lane private street of approximately forty (40) feet in width.

3. Term: The term of this Agreement shall commence on the date of the execution of this Agreement and, unless terminated by Indigo or the City as hereinafter provided or renewed by the parties, shall expire and terminate on the earlier of: (i) the thirtieth (30th) anniversary of the date of the execution of this Agreement; (ii) the completion of construction, dedication and acceptance of the Public Road Improvements by the City; or (iii) the acceptance by the City of the ROW Dedication, in the event that the City elects to open the East Segment and Roundabout to public vehicular access prior to construction of the Public Road Improvements (the “Duration of this Agreement”).

4. Representations and Warranties by Indigo: Indigo represents and warrants unto the City those matters contained in Exhibit “C” which is incorporated herein by this reference.

5. Representations and Warranties by City: The City hereby represents and warrants unto Indigo those matters contained in Exhibit “D” which is incorporated herein by this reference.

6. Fulfillment of Permitting Requirements: By executing this Agreement, the City hereby agrees to permit and approve of access/connections to and from the Adjacent Properties to the East Segment and Roundabout as currently constructed and as a private street, such that Indigo and its successors may obtain permits for and approval of construction plans for the development of the Adjacent Properties, showing access/connection to the East Segment and Roundabout as currently constructed as a private street.

7. Right-of-Way Dedication and Public Road Improvements:

a. Indigo agrees that the City shall have the right to construct the Public Road Improvements at such time as the City may reasonably deem appropriate; provided, however, that the City shall not materially impair ingress to and egress from the Adjacent Properties and Apartment Development during any such construction. Indigo further agrees to reasonably cooperate with such construction of the Public Road Improvements by the City, at no cost to Indigo.

b. At such time as the City may reasonably request in connection with the construction and dedication of the Public Road Improvements, or in the event that the City elects

to open the East Segment and Roundabout to public vehicular access prior to construction of the Public Road Improvements, Indigo agrees to make the ROW Dedication, at no cost to the City, and the City agrees to accept the ROW Dedication.

c. The City acknowledges that the ROW Dedication is of substantial value to the City, and the City agrees that in no event shall Indigo or any of its successors or assigns be responsible for the construction of all or any part of the Public Road Improvements, including without limitation in connection with the Permitting Requirements. Provided, however, that Indigo, its successors or assigns, may be responsible under the Permitting Requirements for improvements to private streets for access or related traffic operations for development of the Adjacent Properties, such as accel/decel lanes. Furthermore, the City shall provide Indigo with credits against Mobility Fees (as defined in the Ordinance Code) equal to the appraised value of the properties required for the additional right-of-way, not including the right-of-way for current improvements, which is the subject of the ROW Dedication.

d. The City agrees that the West Segment shall not connect to the Roundabout and East Segment until such time as the Public Road Improvements are completed and dedicated, or in the event that the City elects to maintain and operate the Roundabout and East Segment in its current configuration, subsequent to the City's acceptance of the ROW Dedication.

e. In connection with the construction of the Public Road Improvements and the ROW Dedication, the City and Indigo agree to cooperate with each other regarding the dedication and acceptance of drainage facilities that may be located in such area, including the entering into and/or joining of applicable easements or revocable permits with respect to the same. The City further acknowledges and agrees that Indigo may maintain the existing drainage pipe running under the Lone Star Segment, which was permitted by the City and provides drainage for the portion of the Adjacent Properties north of Lone Star Segment, until the ROW Dedication, at which time said drainage pipe and related improvements within such property will be permitted by means of a revocable permit issued by the City.

8. Maintenance as a Private Road: Indigo agrees to maintain, or cause to be maintained, the East Segment and Roundabout in accordance with the City's maintenance standards for private roads until such time as the City commences the Public Road Improvements, and so long as the East Segment and Roundabout remain in their current status as a private road and are not open to public vehicular access. Upon the earlier of (i) the City commencing construction of the Public Road Improvements or (ii) the East Segment and Roundabout being open to public vehicular access subsequent to the City's acceptance of the ROW Dedication, the City shall be responsible for all maintenance associated with the Public Road Improvements or East Segment and Roundabout, as applicable. Notwithstanding anything to the contrary herein, during the period of time in which Indigo is responsible for maintenance of the East Segment and Roundabout, Indigo may enter into agreements with third parties regarding such maintenance, including the cost thereof.

9. Continued Use of the Private Road:

a. The City hereby authorizes and permits Indigo, its successors, assigns, invitees, licensees, contractors, agents, and designee's use of the East Segment and Roundabout within the City Right-of-Way for the purposes of pedestrian and vehicular access, ingress and egress to, from, and through the Adjacent Properties and Apartment Development for the Duration of this Agreement, with the understanding that upon the termination of this Agreement, the East Segment and Roundabout or Public Road Improvements, as applicable, will be open for use by the public.

b. Indigo agrees to indemnify, defend and hold City harmless from any and all loss, damage, action, claim, suit, judgment, cost or expense for injury to persons (including death) or damage to property (including destruction) in any manner resulting from or arising out of the negligent acts or omissions or intentional misconduct of Indigo or any of its licensees, contractors and agents in connection with the use of the City Right-of-Way granted hereby.

10. Comprehensive Plan Land Use Category and Zoning: The Adjacent Properties, Apartment Development and Loan Star Segment are located in the Multi-Use (MU) land use category in the City of Jacksonville 2030 Comprehensive Plan for the City of Jacksonville ("Comprehensive Plan") and are zoned Planned Unit Development.

11. Agreement Consistent with 2030 Comprehensive Plan: The City finds that the continued use of the East Segment and Roundabout as a private road, the ROW Dedication and the optional construction of the Public Road Improvements by the City pursuant to this Agreement are consistent with all goals, objectives, and policies of the Comprehensive Plan and applicable land development regulations.

12. Permits for Construction: The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Indigo or its assignee of the necessity of complying with federal, state, and local permitting requirements, conditions, terms, or restrictions as may be applicable.

13. Remedies:

a. If Indigo fails to carry out any of its covenants herein contained, the City shall be entitled to all remedies available at law or in equity including, without limitation, the remedy of prohibitive injunction.

b. If the City fails to carry out any of its covenants herein contained, Indigo or its assignee shall be entitled to all remedies available at law or in equity as shall be necessary to achieve the intent of this Agreement and thereby make Indigo or its assignee whole including, without limitation, the following rights and remedies:

i. The right to obtain specific performance and mandatory injunction;

ii. The right to a writ of mandamus to compel the City to comply with the terms of this Agreement; and

iii. The right to such other remedy or remedies as the Court having jurisdiction deems appropriate.

None of the foregoing remedies shall be deemed exclusive of one another, or exclusive of any other remedy, which the Court having jurisdiction deems appropriate. Such remedies shall be granted either singularly, or in combination, to the extent necessary to achieve the intent of this Agreement and thereby make Indigo whole.

14. Mediation: The parties will attempt in good faith to resolve by mediation any controversy or claim of any kind or nature arising out of or relating to this Agreement prior to the commencement of any litigation. If the parties are unable to agree upon a mediator to serve, the mediator shall be selected by the Chief Judge of the Circuit Court of the Fourth Judicial Circuit of the State of Florida, upon application being made by either party. The mediation shall be set by the mediator. The mediation process shall be concluded within thirty (30) days after the mediator is selected.

15. Exhibits: The Exhibits to this Agreement consist of the following all of which are incorporated in and form a part of this Agreement:

| | |
|-------------|---|
| Exhibit "A" | Site Plan |
| Exhibit "B" | Map and Legal Description of ROW Dedication |
| Exhibit "C" | Indigo's Representations and Warranties |
| Exhibit "D" | City's Representations and Warranties |

16. Miscellaneous:

a. Governing Law: This Agreement, and the rights and obligations of the City and Indigo hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. This Agreement may be enforced as provided in Section 163.3243, Florida Statutes. Exclusive venue to construe or enforce this Agreement shall be in the circuit court of and for Duval County, Florida.

b. Further Assurances: Each of the parties hereto agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intentions to cooperate with each other in effecting the terms of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.

c. Recording: This Agreement shall be recorded in the public records of Duval County, Florida within fourteen (14) days of its final execution by the Mayor.

d. Effective Date: This Agreement shall be effective upon recordation pursuant to Section 16.c above.

e. Assignment. Indigo may assign any or all of its rights, obligations, and liabilities under this Agreement. In the event of such assignment, the term "Indigo" in this Agreement shall refer to such assignee(s) with respect to the applicable specific rights, obligations, liabilities which are assigned. At least thirty (30) days prior to any such assignment,

a notice of such assignment, identifying the assignee(s) and containing an acknowledgement by the assignee(s) of its assumption of any rights, obligations, and liabilities assigned to it by Indigo under this Agreement, shall be provided to the City. Upon the date of an assignment of any or all obligations and liabilities under this Agreement and providing notice of such assignment to the City, the original contracting party to this Agreement, Indigo Shoppes, LLC, shall have no further obligations or liabilities under this Agreement in relation to such assigned obligations or liabilities. The City acknowledges that, in the event of an assignment to a community development district or any other governmental district or entity, the assignee's indemnification obligation under Section 9(b) above shall be subject to and within the limitations of Section 768.28, Florida Statutes.

f. Amendment: This Agreement may only be amended by a subsequent written instrument entered into and executed by the parties.

g. Necessary Procedures: The parties agree that this Agreement has been entered into after compliance with all applicable procedures which relate to the adoption, execution, enforceability or validity of this Agreement.

h. Headings: The headings of the sections in this Agreement are for convenience of the reader and do not control the meaning of the provision of this Agreement.

i. Notices: All notices required or allowed by this Agreement shall be delivered in person, by third party courier (including overnight courier service such as Federal Express) or by certified mail, return receipt requested, postage prepaid, addressed to the party or person to whom notice is to be given, at the following addresses:

To City: Bill Killingsworth
Director of Planning and Development
Planning and Development Department
Ed Ball Building
214 North Hogan Street, Suite 300
Jacksonville, Florida 32202

To Indigo : Indigo Shoppes, LLC
305 Julia Street
New Smyrna Beach, Florida 32168

with a copy to: T.R. Hainline, Jr., Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

j. Severability: If any part of this Agreement is finally found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue to be enforceable.

k. Joint Preparation and Interpretation: Preparation of this Agreement has been a joint effort of the parties, with the benefit of counsel. None of the parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting it; nor shall the Agreement be construed more severely against one of the parties than the other.

l. Entire Agreement. This Agreement embodies the entire understanding of the parties with respect to the matters specifically enumerated herein, and all negotiations, representations, warranties and agreements made between the parties are merged herein. The making, execution and delivery of this Agreement by all parties have been induced by no representations, statements, warranties or agreements that are not expressed herein.

m. Counterparts. This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

n. Amendment. This Agreement may be amended by mutual consent of the parties so long as the amendment is in writing, signed by all parties and it meets the requirements of the Act.

[Signatures on following pages]

“CITY”

CITY OF JACKSONVILLE, a municipal corporation of the State of Florida

By: _____

Name: Lenny Curry

Its: Mayor

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by Lenny Curry, the Mayor of the City of Jacksonville, a municipal corporation of the State of Florida. Said individual is personally known to me or produced a Florida driver’s license as identification.

Notary Public, State of Florida

Name: _____

My Commission Expires _____

My Commission Number is: _____

APPROVED:

By: _____

Name: _____

Its: Assistant General Counsel, as
Attorney for the City

“INDIGO”

INDIGO SHOPPES LLC,
a Florida limited liability company

By: INDIGO JAX, LLC,
a Florida limited liability company,
its Manager

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2021, by _____, the _____ of Indigo Jax, LLC, a Florida limited liability company, on the Manager of Indigo Shoppes LLC, a Florida limited liability company, on behalf of said entities, who is [] personally known to me or who has produced [] _____ as identification and who has taken an oath.

Notary Public, State of Florida
Name: _____

My Commission Expires _____
My Commission Number is: _____

EXHIBIT "B"

MAP AND LEGAL DESCRIPTION OF ROW DEDICATION

A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

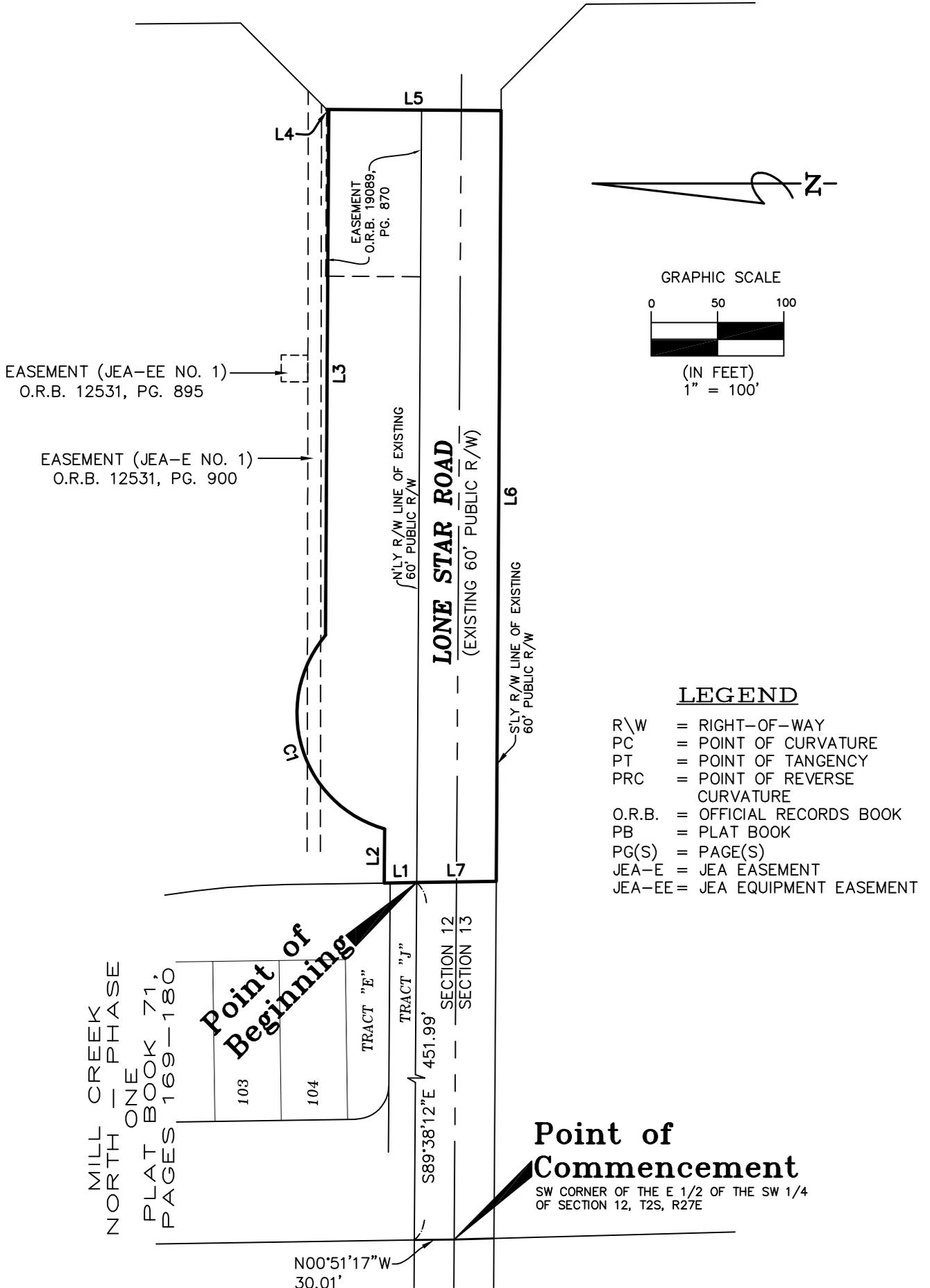
COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE NORTH 00°51'17" WEST, ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 12, A DISTANCE OF 30.01 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LONE STAR ROAD (A 60 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 89°38'12" EAST, ALONG LAST SAID LINE, 451.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°51'32" WEST, 24.36 FEET; THENCE SOUTH 89°38'12" EAST, 40.47 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.10 FEET, AN ARC DISTANCE OF 181.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°53'55" EAST, 152.10 FEET; THENCE SOUTH 89°38'12" EAST, 392.92 FEET; THENCE NORTH 44°56'47" EAST, 2.07 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTHSIDE BOULEVARD (STATE ROAD NO. 113, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON JACKSONVILLE TRANSPORTATION AUTHORITY RIGHT OF WAY MAP, PROJECT NO. 01REG1, FILE NO. T2S-463, DATED 7-15-03); THENCE SOUTH 00°21'56" WEST, ALONG LAST SAID LINE AND THE SOUTHERLY PROLONGATION THEREOF, 131.47 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID LONE STAR ROAD; THENCE NORTH 89°38'12" WEST, ALONG LAST SAID LINE, 578.13 FEET; THENCE NORTH 00°51'32" WEST, 60.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.71 ACRES, MORE OR LESS.

MAP SHOWING

STATE ROAD 113 (SOUTHSIDE BOULEVARD)

(A VARIABLE WIDTH R/W AS SHOWN ON JACKSONVILLE
TRANSPORTATION AUTHORITY R/W MAP, PROJECT 01REG1,
FILE NO. T2S-463, DATED 7-15-03)



AMENDED 2-19-21 TO REVISE LIMITS (2020-553-2)
AMENDED 9-2-20 TO REVISE LIMITS

SHEET 1 OF 2

JOB NO. 2020-553
DRAFTER MJC
DATE 8-20-20
SCALE 1"=100'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



CHECKED BY:

MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

Exhibit 1

MAP SHOWING

A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12; THENCE NORTH 00°51'17" WEST, ALONG THE WESTERLY LINE OF SAID EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 12, A DISTANCE OF 30.01 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LONE STAR ROAD (A 60 FOOT RIGHT OF WAY, AS NOW ESTABLISHED); THENCE SOUTH 89°38'12" EAST, ALONG LAST SAID LINE, 451.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°51'32" WEST, 24.36 FEET; THENCE SOUTH 89°38'12" EAST, 40.47 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.10 FEET, AN ARC DISTANCE OF 181.07 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°53'55" EAST, 152.10 FEET; THENCE SOUTH 89°38'12" EAST, 392.92 FEET; THENCE NORTH 44°56'47" EAST, 2.07 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SOUTHSIDE BOULEVARD (STATE ROAD NO. 113, A VARIABLE WIDTH RIGHT OF WAY AS SHOWN ON JACKSONVILLE TRANSPORTATION AUTHORITY RIGHT OF WAY MAP, PROJECT NO. 01REG1, FILE NO. T2S-463, DATED 7-15-03); THENCE SOUTH 00°21'56" WEST, ALONG LAST SAID LINE AND THE SOUTHERLY PROLONGATION THEREOF, 131.47 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID LONE STAR ROAD; THENCE NORTH 89°38'12" WEST, ALONG LAST SAID LINE, 578.13 FEET; THENCE NORTH 00°51'32" WEST, 60.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.71 ACRES, MORE OR LESS.

| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | N00°51'32"W | 24.36' |
| L2 | S89°38'12"E | 40.47' |
| L3 | S89°38'12"E | 392.92' |
| L4 | N44°56'47"E | 2.07' |
| L5 | S00°21'56"W | 131.47' |
| L6 | N89°38'12"W | 578.13' |
| L7 | N00°51'32"W | 60.01' |

| CURVE TABLE | | | | | |
|-------------|--------|---------|------------|-------------|---------|
| CURVE | RADIUS | LENGTH | DELTA | BEARING | CHORD |
| C1 | 90.10' | 181.07' | 115°09'09" | N72°53'55"E | 152.10' |

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY R/W LINE OF SOUTHSIDE BOULEVARD, AS S00°21'56"W, STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE NAD 1983 1990 NGS ADJUSTMENTS.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.

AMENDED 2-19-21 TO REVISE LIMITS (2020-553-2)
AMENDED 9-2-20 TO REVISE LIMITS

SHEET 2 OF 2

JOB NO. 2020-553
DRAFTER MJC
DATE 8-20-20
SCALE 1"=100'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



CHECKED BY:

MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

Exhibit 1

EXHIBIT “C”

INDIGO’S REPRESENTATIONS AND WARRANTIES

1. Authority. Indigo has full power and authority to enter into and perform this Agreement in accordance with its terms without obtaining the consent or approval of any third parties whatsoever.

2. Validity. This Agreement constitutes the valid, binding and enforceable agreement of Indigo.

3. Voluntary. This Agreement is voluntarily entered into in consideration of the benefits to and rights of the parties.

EXHIBIT “D”

CITY’S REPRESENTATIONS AND WARRANTIES

1. Authority. The City has full power and authority to enter into and perform this Agreement in accordance with its terms.

2. Authorization and Validity of this Agreement. This Agreement:
 - a. has been duly authorized by the City and constitutes a valid, binding and enforceable contract of the City, having been previously approved by a resolution adopted by the City Council of the City and signed by the Mayor of the City;

 - b. has been the subject of two (2) public hearings conducted by appropriate committee(s) of and the full City Council of the City, as required by law.

 - c. complies with all requirements of law applicable to the City;

 - d. does not violate any other agreement to which the City is a party, the Constitution of the State of Florida, or any charter provision, statute, rule, ordinance, judgment or other requirement of law to which the City is subject; and

 - e. meets the criteria set forth in Section 163.3229, Florida Statutes.