

**DEVELOPMENT AGREEMENT  
SOUTHERN ACCESS ROAD AT SOUTHEAST QUADRANT JTBI-295**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **THE CITY OF JACKSONVILLE**, a municipal corporation of the State of Florida (hereinafter, the “City”), and **SAWMILL TIMBER, LLC**, a Florida limited liability company (hereinafter, the “Owner”).

**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. Owner is the owner of certain real property consisting of approximately 1,068 acres located at the southeast quadrant of J. Turner Butler Boulevard and Interstate 295 in Jacksonville and as more particularly described in Exhibit “A” attached hereto (the “Property”).

C. Currently, the Property is vacant and used for forestry/silviculture purposes, which is a permitted use on the Property under the City’s 2030 Comprehensive Plan (the “Comprehensive Plan”) and zoning.

D. Owner is not a developer but wishes to provide for future access to and through the Property which would be part of a safe and well-functioning transportation system serving, in part, the mix of residential, office, institutional, commercial and recreational uses which also are currently permitted on the Property under the Comprehensive Plan and zoning.

E. Predecessors in title to Owner and predecessors in title to Hampton Park Association, Inc. (the “Association”) entered into that certain Easement Agreement dated April 22, 1998, which was recorded in Official Records Book 8925, page 963 of the current public records of Duval County, Florida (the “Easement Agreement”).

F. The Easement Agreement contemplates that the parties thereto and their successors in interest would have certain rights to construct a roadway and associated improvements on lands as described therein (the “Easement Property”).

G. The Owner and the Association, being the present owners of the Easement Property, have determined that the Owner will construct or cause to be constructed in the future a road within the Easement Property for dedication to the City as a public street (said road hereinafter defined as the “Roadway”). In connection therewith, the Owner and the Association have entered into an Escrow Agreement dated October 31, 2018 (“Escrow Agreement”), under which deeds of dedication to the City and terminations of the Easement Agreement by the Owner and the Association have been placed in escrow with an escrow agent (the “Escrow Agent”) for recordation upon the occurrence of certain events, including delivery to the Escrow Agent by the City’s Director of Planning and Development (“Director”) of a letter described more particularly in the Escrow Agreement.

H. The Owner agrees in this Development Agreement to construct or cause to be constructed the Roadway in accordance with Section 6 herein.

I. The Owner recently sought and obtained a rezoning of the Property to amend the previously adopted Planned Unit Development zoning of the Property, which amendment was adopted under City of Jacksonville Ordinance 2019-235-E (the "PUD Amendment"), and which PUD Amendment also requires the Owner to construct or cause to be constructed the Roadway.

J. The construction of the Roadway will enhance access to the Property and surrounding properties, while providing connectivity and improving traffic circulation in the area.

K. In consideration for the Owner's agreement to construct or cause to be constructed the Roadway pursuant to this Development Agreement and the PUD Amendment, the City desires to facilitate the dedication of the right-of-way for the Roadway at this time pursuant to the Escrow Agreement.

L. In providing for the dedication of the right-of-way for the Roadway at this time and the construction of the Roadway within the timeframe specified herein, this Development Agreement encourages efficient use of economic and land resources, sound capital improvement planning and financing, and commitment to comprehensive planning.

M. 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.

N. 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.

O. The City finds that the dedication of the right-of-way at this time and construction of the Roadway within the timeframe specified herein are consistent with the Ordinance Code and the Comprehensive Plan.

P. The City finds that it is in the best interest of the public to enter into this Development Agreement with the Owner to establish specific time periods and responsibilities relating to the construction of the Roadway.

Q. 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. "Association" means Hampton Park Association, Inc.
- b. "City" means the City of Jacksonville, a municipal corporation of the State of Florida.
- c. "Comprehensive Plan" means the 2030 Comprehensive Plan for the City of Jacksonville, as it may be amended.
- d. "Conceptual Plans" mean the plans for the Roadway attached hereto as Exhibit "C".
- e. "Director" means the head of the City's Planning and Development Department or its successor agency, or his/her designee.
- f. "Easement Property" means that certain real property within which all or a portion of the Roadway is contemplated to be constructed pursuant to the Easement Agreement dated April 22, 1998, which was recorded in Official Records Book 8925, page 963 of the current public records of Duval County, Florida.
- g. "Escrow Agent" means that escrow agent identified in the Escrow Agreement, as it may be amended.
- h. "Escrow Agreement" means that Escrow Agreement dated October 31, 2018, as it may be amended, between the Owner and the Association under which deeds of dedication to the City and other documents have been placed in escrow with the "Escrow Agent" for recordation upon the occurrence of certain events, including delivery to the Escrow Agent by the Director of a letter described more particularly in the Escrow Agreement and in substantially the same form as attached hereto as Exhibit "F."
- i. "Ordinance Code" means the Ordinance Code of the City.
- j. "Owner" means Sawmill Timber, LLC, a Florida limited liability company, and, pursuant to Section 15(e) below, its assigns.
- k. "Property" means that certain real property consisting of approximately 1,068 acres located at the southeast quadrant of J. Turner Butler Boulevard and Interstate 295 in Jacksonville and as more particularly described in Exhibit "A" attached hereto.
- l. "PUD Amendment" means the Planned Unit Development zoning of the Property under Ordinance 2019-235-E, as it may be further amended.

m. "Right-of-Way" means that certain parcel of real property more particularly described in Exhibit "B" attached hereto, which includes the Easement Property and other property owned by Sawmill and within which the Roadway will be constructed.

n. "Roadway" means the roadway to be constructed or caused to be constructed by the Owner within the Right-of-Way in accordance with applicable City standards and the Conceptual Plans, including associated pedestrian/bicycle improvements, stormwater improvements, drainage improvements, wetland mitigation or floodplain compensation, utilities, or any other improvements associated with the Roadway or typically installed in conjunction with the construction of a public street to be dedicated to the City.

3. Term: The term of this Agreement shall commence on the date of the execution of this Agreement and, unless terminated by the Owner or the City as hereinafter provided or renewed by the parties, shall expire and terminate on the earlier of: the twentieth (20<sup>th</sup>) anniversary of the date of the execution of this Agreement; or the completion of construction of the Roadway by the Owner or its assignee and acceptance of the completed Roadway by the City for maintenance and operation (the "Duration of this Agreement").

4. Representations and Warranties by the Owner: The Owner represents and warrants unto the City those matters contained in Exhibit "D" which is incorporated herein by this reference.

5. Representations and Warranties by City: The City hereby represents and warrants unto the Owner those matters contained in Exhibit "E" which is incorporated herein by this reference.

6. Roadway Construction and Right-of-Way Dedication:

a. By executing this Agreement, the Owner hereby agrees to construct or cause to be constructed the Roadway within the Right-of-Way in accordance with this Section 6, applicable City standards, and the Conceptual Plans. Except at its sole election pursuant to Sub-sections 6.c.ii(1) through 6.c.ii(3) below, in no event shall the City be responsible for the construction of the Roadway.

b. Within ten (10) days after the execution of this Agreement, and in consideration of the Owner agreeing to construct or cause to be constructed the Roadway as set forth herein, the Director shall execute and transmit the letter substantially in the same form as attached hereto as Exhibit "F" directing the Escrow Agent to release and record the deeds of dedication to the City for the Right-of-Way, thereby effecting the dedication of the Right-of-Way to the City.

c. Prior to or upon the recordation of the final plat which includes the 1850<sup>th</sup> residential lot located within the areas identified in the PUD Amendment as Character Areas CA-3E, CA-3, and CA-4R:

i. The Owner or its assignee shall construct to completion or cause to be constructed to completion the Roadway in accordance with applicable City standards and the Conceptual Plans. In the context of this Sub-section 6.c.i,

“completion of construction” means that the project engineer has furnished the Director with a written certificate of the completion accompanied by the required records and data, the Director has found that the completion of the Roadway improvements complies with applicable City standards and the Conceptual Plans, and the City has accepted the Roadway for maintenance and operation. Or, alternatively,

ii. The Owner or its assignee shall enter into a construction contract for the completion of the Roadway (the “Construction Contract”) and comply with one of the alternatives set forth in Sub-sections 6.c.ii(1) through 6.c.ii(3) below (each a “Financial Assurance”) to provide assurances regarding the funding of the construction of the Roadway through completion. The Owner or its assignee may extend, renew or substitute the Construction Contract and/or the Financial Assurance one or more times with the approval of the Director, which approval shall not be unreasonably withheld; provided that no extension or renewal thereof or substitute therefor shall have a maturity or expiration date later than the Duration of this Agreement, as it may be extended.

- (1) Deposit with the City or place in an account subject to access by the City cash in the full amount of the total of engineering and construction costs for the installation and completion of the Roadway. The Owner or its assignee shall be entitled to secure draws from the deposits or account as installation progresses at stages of construction established by the Director but not more frequently than monthly. A draw from the cash deposit or account shall be made only within thirty (30) days after the project engineer has certified to the City that the cost of improvements installed equals or exceeds the amount of the draw requested plus previous draws made and the Director has inspected the improvements and authorized the draw. The Director shall have the right to refuse to approve a requested draw if the Owner or its assignee fails to be in compliance with any of the terms and conditions of the final engineering plans and specifications for the Roadway as provided in this Development Agreement. The Owner or its assignee shall be entitled to receive interest earned on the deposit or account. The City, after sixty (60) days' written notice to the Owner and its assignee, shall have the right, at the City's sole election, to use the cash deposit or account for the completion of the Roadway in the event of default by the Owner or its assignee or failure of the Owner or its assignee to complete the Roadway within the time set forth in the Construction Contract. Or,

- (2) Furnish to the City a bond secured by an unconditional and irrevocable letter of credit in the full amount of the total of engineering and construction costs for the installation and completion of the Roadway, which letter of credit shall be issued by a state or national banking institution to the City. The letter of credit shall be in the form approved by the Office of General Counsel. During the process of construction, the Director may reduce the dollar amount of the bond and letter of credit on the basis of work completed. The City, after sixty (60) days' written notice to the Owner and its assignee, shall have the right, at the City's sole election, to use any funds resulting from drafts on the letter of credit for the completion of the Roadway in the event of default by the Owner or its assignee or failure of the Owner or its assignee to complete the Roadway within the time set forth in the Construction Contract. Or,
- (3) Furnish to the City a surety bond in the form and by a surety approved by the Office of General Counsel guaranteeing that, within the time required by the Director, the required work will be completed in full accordance with the final engineering plans and specifications for the Roadway as provided in this Development Agreement. The bond shall be in an amount equal to one hundred percent (100%) of the sum of engineering and construction costs for the installation and completion of the Roadway. During the process of construction, the Director may reduce the dollar amount of the bond on the basis of work completed. The City, after sixty (60) days written notice to the Owner and its assignee, shall have the right, at the City's sole election, to bring action or suit on the surety bond for the completion of the Roadway in the event of default by the Owner or its assignee or failure of the Owner or its assignee to complete the Roadway within the time set forth in the Construction Contract.

d. The City acknowledges that the Owner will incur substantial cost to donate/dedicate the land for the Right-of-Way. The Owner is under no obligation to construct or cause to be constructed any improvements within the Right-of-Way other than the Roadway, as defined herein, in compliance with applicable City standards and the Conceptual Plans.

e. The City acknowledges and agrees that permits will be required for the construction of the Roadway, including but not limited to right-of-way permits, and the City agrees to timely process all applications, permits, and authorizations submitted by or on behalf of the Owner or its assignee in a reasonable manner, consistent with this Agreement, the PUD

Amendment, and all applicable federal, state and local laws; provided, however, no such permits or authorizations shall be required by the City for the temporary use of the Right-of-Way described in Section 7.bb. below.

7. City Acceptance and Maintenance of the Roadway; Permitted Temporary Uses Until Acceptance:

a. Upon completion of the Roadway in compliance with applicable City standards and the Conceptual Plans, the City shall accept the completed Roadway for maintenance and operation.

b. Until such acceptance of the completed Roadway by the City, the City hereby authorizes and permits the Owner, its successors, assigns, invitees, licensees, contractors, agents, and designee's temporary use of the Right-of-Way for the purposes of pedestrian and vehicular access and ingress and egress to, from, and through the Property prior to and during the construction of the Roadway. In accordance with this authorization and permission, the Owner shall have the right, at the Owner's sole cost and expense, to maintain or upgrade the existing dirt road within the Right-of-Way. The Owner also shall have the right, at the Owner's sole cost and expense, to conduct or cause to be conducted due diligence within the Right-of-Way prior to construction of the Roadway, including but not limited to soil tests, environmental audits and other typical due diligence activities, and to prepare or cause to be prepared the Right-of-Way for construction of the Roadway.

c. In exercising its rights and temporary use described in Section 7(b) above and its obligation to construct or cause to be constructed the Roadway under Section 6 above, the Owner shall act as an independent contractor and not as an employee of the City. The Owner shall be solely liable, and agrees to be solely liable for, and shall 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 the Owner or any of its successors, assigns, invitees, licensees, contractors and agents in connection with the temporary use of the Right-of-Way granted hereby.

d. Also until such acceptance of the completed Roadway by the City, in the event the City authorizes or permits a public agency or entity other than the Owner or its assignee to construct the Roadway or any component(s) thereof (except at the City's sole election pursuant to Sub-sections 6.c.ii(1) through 6.c.ii(3) above) or to construct or install any other improvements within the Right-of-Way, the Owner or its assignee shall have the right to terminate this Agreement after sixty (60) days written notice to the City. Upon such termination by the Owner or its assignee, Owner or its assignee automatically and without any further action required by the City shall be released from its obligation to construct or cause to be constructed the Roadway within the Right-of-Way under Section 6 above; provided, however, that the Owner or its assignee shall remain entitled to its rights and temporary use as described in Sections 7(b) and 7(c) above and shall have the right, but not the obligation, to construct or cause to be constructed improvements within the Right-of-Way, including the Roadway or any component(s) thereof, in accordance with applicable City standards and any other applicable requirements under the Ordinance Code.

8. Comprehensive Plan Land Use Category and Zoning: The Comprehensive Plan currently designates the Property within the Multi-Use (MU) land use category. The Property is zoned Planned Unit Development pursuant to the PUD Amendment. The permitted uses for the Property are set forth in the Comprehensive Plan and the PUD Amendment, as they may be amended.

9. Agreement Consistent with 2030 Comprehensive Plan: The City finds that the proposed construction of the Roadway by the Owner or its assignee in accordance with this Agreement is consistent with all goals, objectives, and policies of the Comprehensive Plan.

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

11. No Determination Regarding Credit: This Agreement makes no determination, and shall not serve as a basis or otherwise affect any future determination, as to whether the donation of the Right-of-way or construction of the Roadway shall entitle the Owner or any assignee or successor credit against the City's mobility fee under Section 655.507, Ordinance Code.

12. Remedies:

a. If the Owner 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, the Owner 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 the Owner 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 the Owner whole.

13. 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.

14. 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"	Legal Description of the Property
Exhibit "B"	Legal Description of the Right-of-Way
Exhibit "C"	Conceptual Plans
Exhibit "D"	Owner's Representations and Warranties
Exhibit "E"	City's Representations and Warranties
Exhibit "F"	Letter of the Director

15. Miscellaneous:

a. Governing Law: This Agreement, and the rights and obligations of the City and the Owner 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 15.c above.

e. Assignment. Owner may assign any or all of its rights, obligations, and liabilities under this Agreement. In the event of such assignment, the term "Owner" in this Agreement shall refer to such assignee(s). 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 Owner under this Agreement, shall be provided to the City. In association with the assignment, any bond, letter of credit, or surety bond provided pursuant to Section 6(c)2 above may be re-issued in the name of the assignee as long as such security continues to meet the applicable requirements of Section 6(c)2 above. Upon the date of any assignment of all obligations and liabilities under this Agreement and providing notice of such assignment to the City, the original contracting party to this Agreement, Sawmill Timber, LLC, shall have no further obligations or

liabilities under this Agreement. 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 7(c) 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 Owner : Sawmill Timber, LLC  
2963 Dupont Ave., Suite 2  
Jacksonville, Florida 32217

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.

**“CITY”**

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

By: \_\_\_\_\_  
Name: Lenny Curry  
Its: Mayor

STATE OF FLORIDA  
COUNTY OF DUVAL

1. Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Lenny Curry, the Mayor of the City of Jacksonville, a municipal corporation of the State of Florida, 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: \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Assistant General Counsel, as  
Attorney for the City

**“OWNER”**

**SAWMILL TIMBER, LLC**, a Florida limited liability company

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

2. Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, the \_\_\_\_\_ of Sawmill Timber, LLC, a Florida limited liability company, who is [ ] personally known to me or who has produced [ ] \_\_\_\_\_ as identification and who has taken an oath.

3.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_

My Commission Expires \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

September 30, 2019  
Page 1 of 2

Work Order No. 19-060.00  
File No. 125D-35.00A

## Southeast Quad Overall Boundary

Portions of Sections 8, 9, 16 and 17, Township 3 South, Range 28 East, Jacksonville, Duval County, Florida more particularly described as follows:

For a point of reference, commence at the point of intersection of the centerline of Baymeadows Road East with the centerline of Gate Parkway as said lines are shown on plat of Baymeadows Road East according to plat recorded in the current public records of Jacksonville, Duval County, Florida in Plat Book 54, Pages 9, 9A through 9N and run North  $88^{\circ} 14' 54''$  East along the Easterly projection of last said centerline, a distance of 60.00 feet to a point on the boundary of said plat lying on the line dividing Section 20 and aforesaid Section 17 and the Point of Beginning.

From the Point of Beginning thus described run along the boundary of said plat the following courses: first course, North  $01^{\circ} 14' 16''$  West, a distance of 110.00 feet; second course, South  $88^{\circ} 14' 54''$  West, a distance of 140.01 feet; third course, South  $43^{\circ} 14' 54''$  West, a distance of 39.60 feet; fourth course, South  $88^{\circ} 14' 54''$  West, a distance of 375.17 feet to a point on the Easterly right of way line of State Road No. 9A (Parcel 103.1-R, a variable width limited access right of way as described in Official Records Volume 8206, Page 968, Public Records of said County); run thence along said right of way as follows: first course, North  $01^{\circ} 45' 06''$  West, a distance of 18.00 feet; second course, South  $88^{\circ} 14' 54''$  West, a distance of 300.00 feet; third course, North  $12^{\circ} 32' 47''$  West, a distance of 95.18 feet; fourth course, North  $09^{\circ} 45' 09''$  West, a distance of 329.70 feet; fifth course, North  $07^{\circ} 17' 12''$  West, a distance of 974.64 feet; sixth course, North  $05^{\circ} 20' 43''$  West, a distance of 1311.16 feet; seventh course, Northerly along the arc of a curve concave Westerly with a radius of 23,074.31 feet, an arc distance of 915.44 feet, said arc being subtended by a chord bearing North  $05^{\circ} 57' 27''$  West and distance of 915.38 feet; eighth course, North  $03^{\circ} 35' 12''$  West, a distance of 404.16 feet; run thence Northeasterly along the right of way of State Road No. 9A/J. Turner Butler Boulevard interchange and along the arc of a curve concave Southeasterly with a radius of 1785.00 feet an arc distance of 1307.58 feet to the point of tangency of said curve, said arc being subtended by a chord bearing North  $13^{\circ} 07' 39''$  East and distance of 1278.54 feet; run thence North  $34^{\circ} 06' 39''$  East along said right of way, a distance of 394.54 feet to a point of curvature; run thence Northeasterly along said right of way and along the arc of a curve concave Southeasterly with a radius of 1335.00 feet and arc distance of 1377.49 feet to a point on the Southerly right of way line of J. Turner Butler Boulevard, said arc being subtended by a chord bearing North  $63^{\circ} 40' 22''$  East and distance of 1317.19 feet; run thence Easterly along

Exhibit A

**Southeast Quad Overall Boundary (continued)**

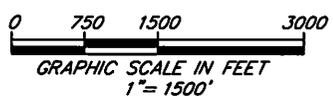
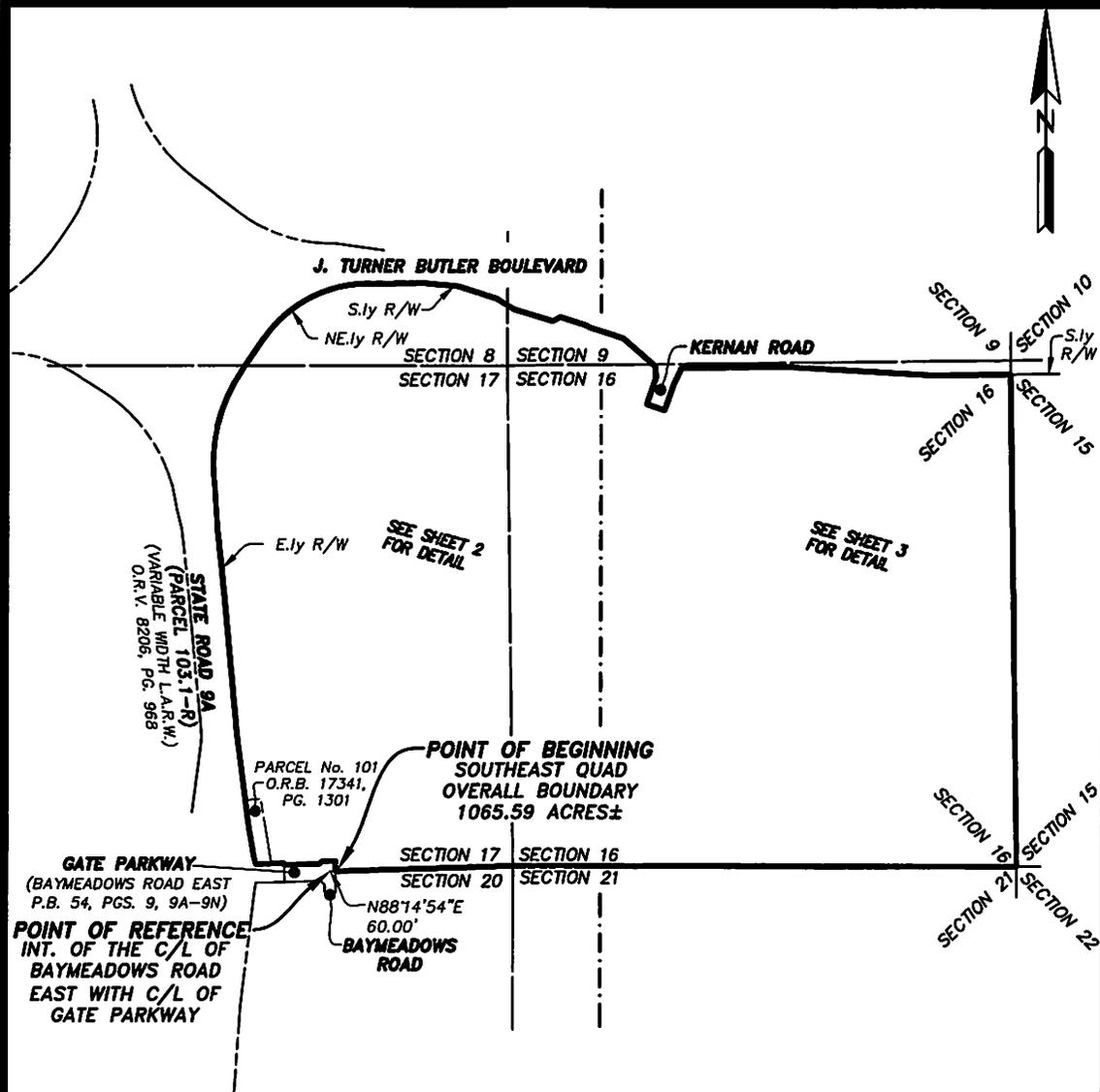
said right of way and along the right of way of J. Turner Butler/Kernan Road interchange the following courses: first course, North 89° 03' 38" East, a distance of 516.67 feet; second course, South 84° 34' 57" East, a distance of 367.98 feet; third course, South 72° 44' 40" East, a distance

of 431.07 feet; fourth course, South 57° 51' 00" East, a distance of 213.98 feet; fifth course, South 72° 44' 40" East, a distance of 432.31 feet; sixth course, North 62° 15' 20" East, a distance of 91.93 feet; seventh course, South 72° 44' 40" East, a distance of 300.24 feet; eighth course, South 42° 45' 00" East, a distance of 19.99 feet; ninth course, South 72° 44' 40" East, a distance of 389.01 feet; tenth course, South 49° 04' 07" East, a distance of 450.10 feet; eleventh course, South 04° 58' 11" East, a distance of 121.52 feet; twelfth course, South 19° 19' 33" West, a distance of 300.00 feet; thirteenth course, South 70° 40' 27" East, a distance of 200.00 feet; fourteenth course, North 19° 19' 33" East, a distance of 300.00 feet; fifteenth course, North 25° 25' 20" East, a distance of 188.33 feet; sixteenth course, North 89° 14' 38" East, a distance of 1092.51 feet; seventeenth course, South 86° 40' 14" East, a distance of 1340.15 feet; eighteenth course, Easterly along the arc of a curve concave Northerly with a radius of 4733.66 feet, an arc distance of 375.25 feet to the point of tangency of said curve, said arc being subtended by a chord bearing South 88° 27' 40" East and distance of 375.15 feet; nineteenth course, North 89° 16' 04" East, a distance of 677.11 feet to a point lying on the line dividing Section 15 and Section 16, Township and Range aforementioned; run thence South 00° 50' 36" East, along said Section line, a distance of 5223.99 feet to the Southeast corner of said Section 16; run thence South 89° 57' 47" West along the Southerly line of said Section, a distance of 5339.72 feet to the corner common to Section 16, 17, 20 and 21, Township and Range aforementioned; run thence South 88° 14' 51" West along the Southerly line of said Section 17, a distance of 1887.13 feet to the Point of Beginning.

**Less and Except** from the above described parcel those lands described as Parcel 101 in that certain Order of Taking as adjudged and recorded in Official Records Book 17341, Page 1301, of the current Public Records of Duval County, Florida.

Containing 1065.59 acres, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF  
A PORTION OF SECTION 8, 9, 16, AND 17, TOWNSHIP 3 SOUTH,  
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



- LEGEND:**
- P.B. PLAT BOOK
  - O.R.B. OFFICIAL RECORDS BOOK
  - O.R.V. OFFICIAL RECORDS VOLUME
  - PG. PAGE
  - R/W RIGHT OF WAY
  - L.A.R.W. LIMITED ACCESS RIGHT OF WAY
  - C/L CENTERLINE
  - INT. INTERSECTION
  - NO. NUMBER

**SHEET 1 OF 3**  
**GENERAL NOTES:**  
 1) THIS IS NOT A SURVEY.  
 2) BEARING BASED ON THE INTERSECTION OF THE CENTERLINE OF BAYMEADOWS ROAD EAST WITH THE CENTERLINE OF GATEWAY PARKWAY

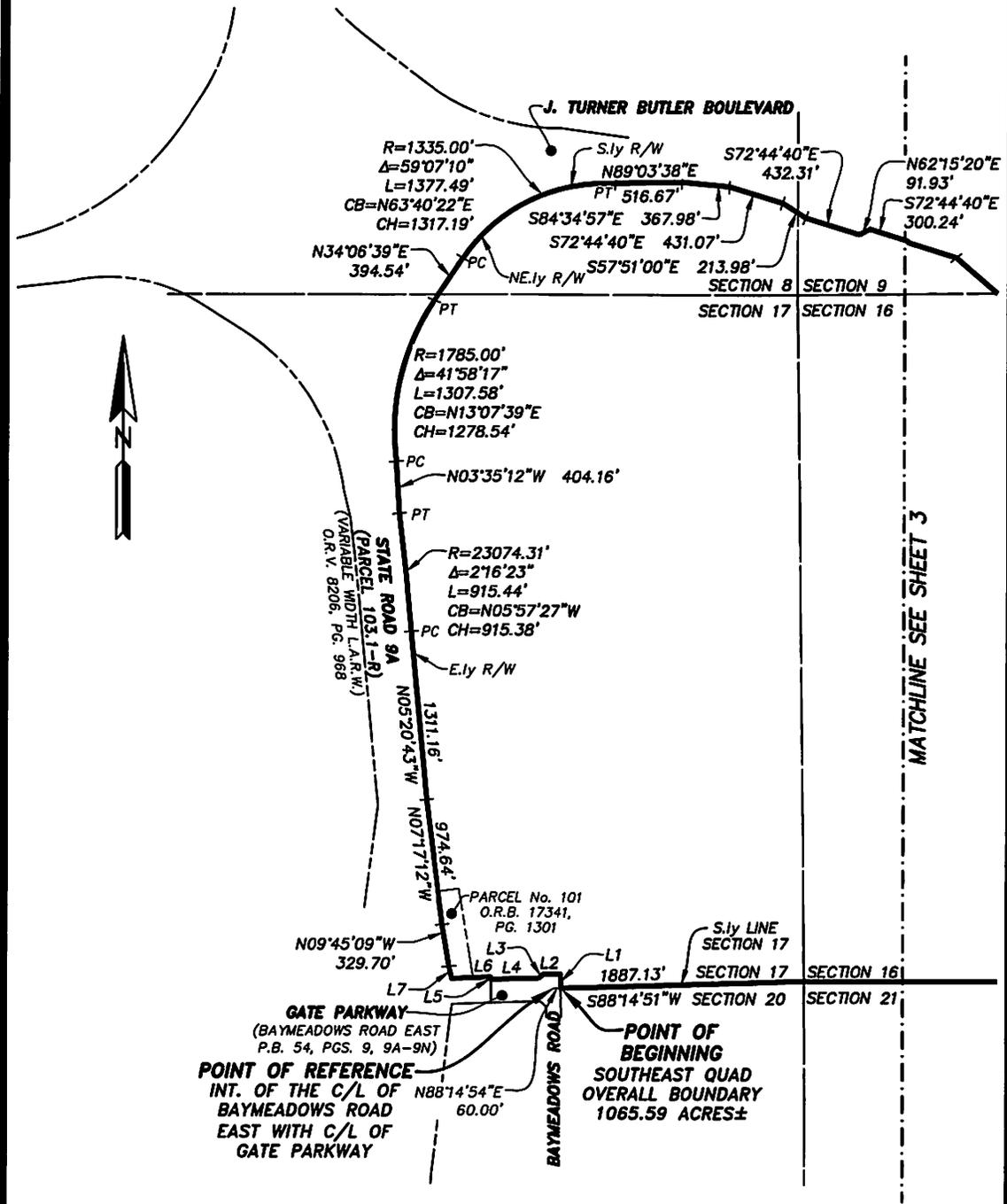
**ETM**  
**Surveying & Mapping, Inc.**  
 VISION • EXPERIENCE • RESULTS

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

14775 Old St. Augustine Road, Jacksonville, FL. 32258  
 Tel: (904) 642-8550 Fax: (904) 642-4165  
 Certificate of Authorization No.: LB 3624

SCALE: 1"=1500'  
 DATE: SEPTEMBER 30, 2019  
 DAMON J. KELLY  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA LS No. 6284

A PORTION OF SECTION 8, 9, 16, AND 17, TOWNSHIP 3 SOUTH,  
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.

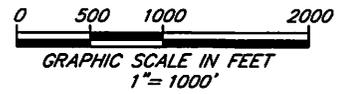


**POINT OF REFERENCE**  
INT. OF THE C/L OF  
BAYMEADOWS ROAD  
EAST WITH C/L OF  
GATE PARKWAY

**POINT OF BEGINNING**  
SOUTHEAST QUAD  
OVERALL BOUNDARY  
1065.59 ACRES±

- LEGEND:**  
P.B. PLAT BOOK  
O.R.B. OFFICIAL RECORDS BOOK  
O.R.V. OFFICIAL RECORDS VOLUME  
PG. PAGE  
R/W RIGHT OF WAY  
L.A.R.W. LIMITED ACCESS RIGHT OF WAY  
C/L CENTERLINE  
INT. INTERSECTION  
NO. NUMBER  
PC POINT OF CURVATURE  
PT POINT OF TANGENCY  
R RADIUS  
Δ CENTRAL ANGLE  
L ARC LENGTH  
CB CHORD BEARING  
CH CHORD DISTANCE  
L TABULATED LINE DATA

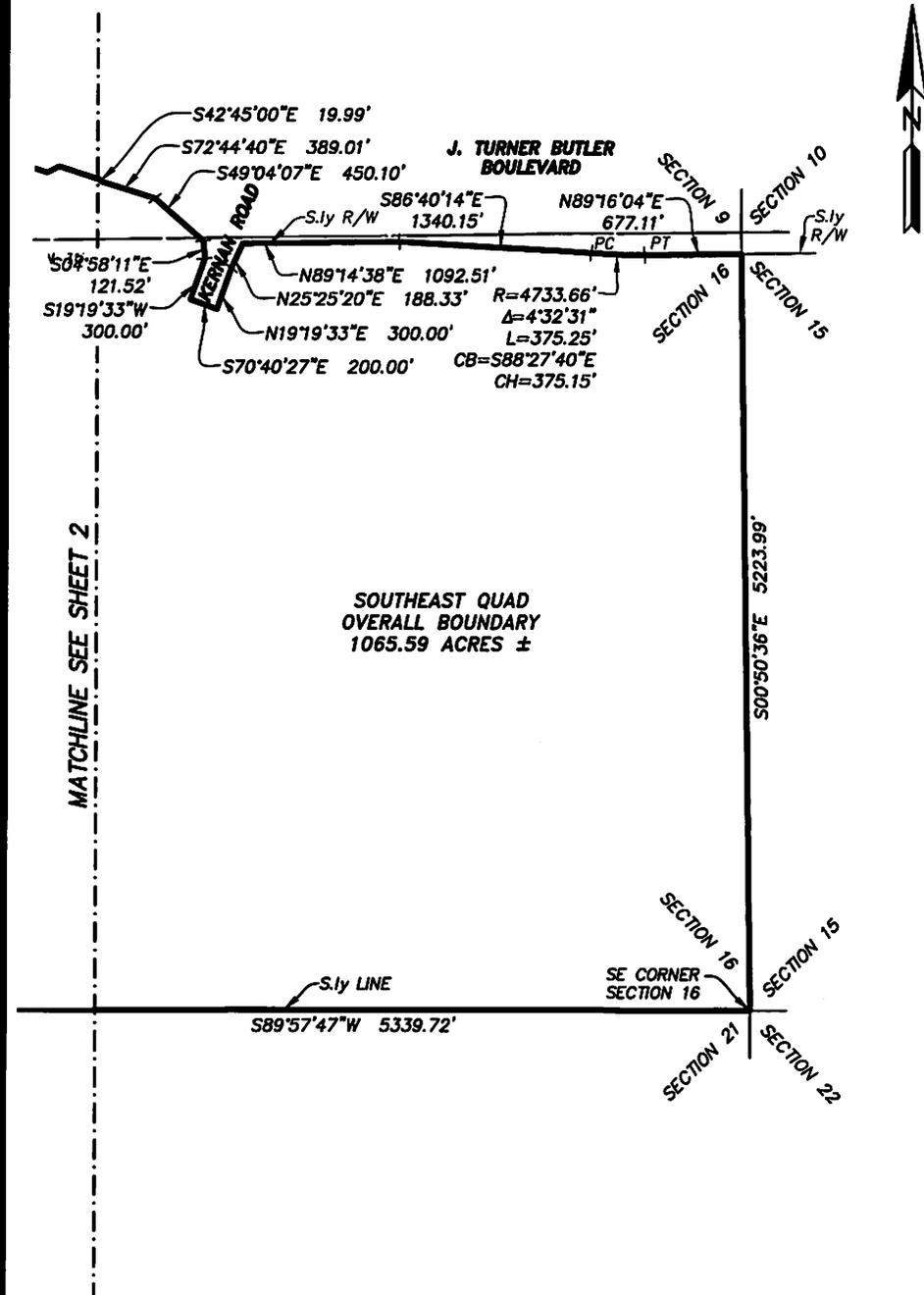
LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°14'16"W	110.00'
L2	S88°14'54"W	140.01'
L3	S43°14'54"W	39.60'
L4	S88°14'54"W	375.17'
L5	N01°45'06"W	18.00'
L6	S88°14'54"W	300.00'
L7	N12°32'47"W	95.18'



PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3824

SHEET 2 OF 3  
SHEET 1 FOR GENERAL NOTE.

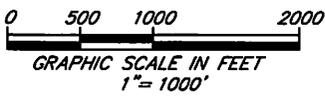
A PORTION OF SECTION 8, 9, 16, AND 17, TOWNSHIP 3 SOUTH,  
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



MATCHLINE SEE SHEET 2

SOUTHEAST QUAD  
OVERALL BOUNDARY  
1065.59 ACRES ±

- LEGEND:**
- R/W RIGHT OF WAY
  - PC POINT OF CURVATURE
  - PT POINT OF TANGENCY
  - R RADIUS
  - Δ CENTRAL ANGLE
  - L ARC LENGTH
  - CB CHORD BEARING
  - CH CHORD DISTANCE



SHEET 3 OF 3  
SHEET 1 FOR GENERAL NOTE.

PREPARED BY:  
**ETM SURVEYING & MAPPING, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3624

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF THE RIGHT-OF -WAY**



ROBERT M. ANGAS ASSOCIATES, INC.  
SURVEYORS • PLANNERS • CIVIL ENGINEERS  
Since 1924

www.rmangas.com  
tel 904-642-8550 • fax 904-642-4165  
14775 Old St. Augustine Road • Jacksonville, Florida 32258

October 16, 2018

Work Order No. 18-250.00  
File No. 125B-01.00A

### South Road Parcel 1

A portion of Section 17, Township 3 South, Range 28 East, Duval County, Florida, being a portion of those lands described and recorded in Official Records Book 17036, page 2398, of the current Public Records of said county, being more particularly described as follows:

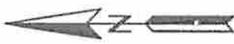
For a Point of Reference, commence at the Southeast corner of said Section 17; thence South 88°15'27" West, along the Southerly line of said Section 17, said line also being the Northerly lines of Hampton Park Unit Two, as recorded in Plat Book 55, pages 61, 61A through 61E, and Baymeadows Road East, as recorded in Plat Book 54, pages 9, 9A through 9N, both of said current Public Records, a distance of 268.53 feet to the Point of Beginning.

From said Point of Beginning, thence continue South 88°15'27" West, along said Southerly line of Section 17, a distance of 1618.60 feet to a point lying on the Easterly terminus of Gate Parkway, a public variable width right of way as depicted on said Baymeadows Road East; thence North 01°13'43" West, departing said Southerly line, along said Easterly terminus and its Northerly prolongation, 185.04 feet; thence North 88°46'17" East, 47.48 feet to a point on a curve concave Northeasterly having a radius of 40.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 89°24'49", an arc length of 62.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 46°14'29" East, 56.28 feet; thence North 89°03'07" East, 434.31 feet; thence North 84°18'06" East, 507.68 feet to the point of curvature of a curve concave Southerly having a radius of 2000.00 feet; thence Easterly along the arc of said curve, through a central angle of 10°00'40", an arc length of 349.46 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 89°18'26" East, 349.01 feet; thence South 85°41'13" East, 241.67 feet; thence South 01°44'33" East, 141.57 feet to the Point of Beginning.

Containing 5.82 acres, more or less.

### Exhibit B

**SKETCH TO ACCOMPANY DESCRIPTION OF  
A PORTION OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 28 EAST,  
DUVAL COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS  
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17036,  
PAGE 2398, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



**GENERAL NOTES:**

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY LINE OF SECTION 17 AS BEING SOUTH 88°15'27" WEST.

R=2000.00'  
Δ=10°00'40"  
L=349.46'  
CB=N89°18'26"E  
CH=349.01'

O.R.B. 17036,  
PG. 2398

R=40.00'  
Δ=89°24'49"  
L=62.42'  
CB=S46°14'29"E  
CH=56.28'

N88°46'17"E  
47.48'  
NLY PROLONGATION  
OF ELY TERMINUS

N89°03'07"E 434.31'

N01°13'43"W  
185.04'  
ELY TERMINUS

**GATE PARKWAY**  
(PUBLIC VARIABLE WIDTH R/W)  
(BAYMEADOWS ROAD EAST  
PLAT BOOK 54, PAGES 9, 9A-9N)

PROPOSED SOUTH  
ROAD PARCEL 1  
5.82 ACRES±

S88°15'27"W 1618.60'

20' ACCESS EASEMENT PER  
PLAT BOOK 54, PAGES 9, 9A-9N

EAST ROADWAY EASEMENT PROPERTY  
O.R.B. 8925, PG. 963  
(O.R.B. 9012, PG. 1599)  
(O.R.B. 9733, PG. 1009)

**BAYMEADOWS ROAD EAST**  
(PUBLIC VARIABLE WIDTH R/W)  
(BAYMEADOWS ROAD EAST  
PLAT BOOK 54, PAGES 9, 9A-9N)

**BAYMEADOWS ROAD EAST**  
PLAT BOOK 54, PAGES 9, 9A-9N

ELY R/W LINE

TRACT 8

NLY LINE OF  
BAYMEADOWS  
ROAD EAST

NLY LINE OF HAMPTON  
PARK UNIT TWO

**HAMPTON PARK UNIT TWO**  
PLAT BOOK 55, PAGES 61, 61A-61E

TRACT "D"

POINT OF  
REFERENCE  
SE CORNER  
OF SECTION 17

POINT OF  
BEGINNING

SECTION 16  
SECTION 21

SECTION 17  
SECTION 20

- LEGEND:**
- O.R.B. OFFICIAL RECORDS BOOK
  - PG. PAGE
  - R/W RIGHT OF WAY
  - PC POINT OF CURVATURE
  - PT POINT OF TANGENCY
  - POC POINT ON CURVE
  - R RADIUS
  - Δ CENTRAL ANGLE
  - L ARC LENGTH
  - CB CHORD BEARING
  - CH CHORD DISTANCE

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

**CRMA**  
ROBERT M. ANGAS ASSOCIATES, INC.  
SURVEYORS • PLANNERS • CIVIL ENGINEERS  
14775 Old St. Augustine Road, Jacksonville, FL 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624

SCALE: 1"=200'  
DATE: OCTOBER 16, 2018  
DRAWN BY: EE  
ORDER NO.: 18-250.00  
FILE NO.: 12-58-01.002A

ANDREW C. KNUPPEL  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LS No. 6511



ROBERT M. ANGAS ASSOCIATES, INC.  
SURVEYORS • PLANNERS • CIVIL ENGINEERS  
Since 1924

www.rmangas.com  
tel 904-642-8550 • fax 904-642-4165  
14775 Old St. Augustine Road • Jacksonville, Florida 32258

October 16, 2018

Work Order No. 18-250.00  
File No. 125B-01.00B

### South Road Parcel 2

A portion of Sections 20 and 21, Township 3 South, Range 28 East, Duval County, Florida, being a portion of Baymeadows Road East, as recorded in Plat Book 54, pages 9, 9A through 9N, and a portion of Hampton Park Unit Two, as recorded in Plat Book 55, pages 61, 61A through 61E, both of the current Public Records of said county, being more particularly described as follows:

For a Point of Beginning, commence at the Northwest corner of said Section 21; thence North  $89^{\circ}58'23''$  East, along the Northerly line of said Section 21, said line being the Northerly line of said Hampton Park Unit Two, a distance of 115.82 feet; thence South  $74^{\circ}56'55''$  West, departing said Northerly line, 419.35 feet to a point lying on the Southerly line of those lands described and recorded as East Roadway Easement Property in Official Records Book 8925, page 963, of said current Public Records; thence South  $88^{\circ}15'27''$  West, along said Southerly line, 1595.71 feet to a point lying on the Easterly terminus of Gate Parkway, a public variable width right of way as depicted on said Baymeadows Road East; thence North  $01^{\circ}13'43''$  West, departing said Southerly line and along said Easterly terminus, 100.00 feet to a point lying on the Northerly line of said Section 20, said line being the Northerly line of said Baymeadows Road East; thence North  $88^{\circ}15'27''$  East, along said Northerly lines and along said Northerly line of Hampton Park Unit Two, a distance of 1887.13 feet to the Point of Beginning.

Containing 4.14 acres, more or less.

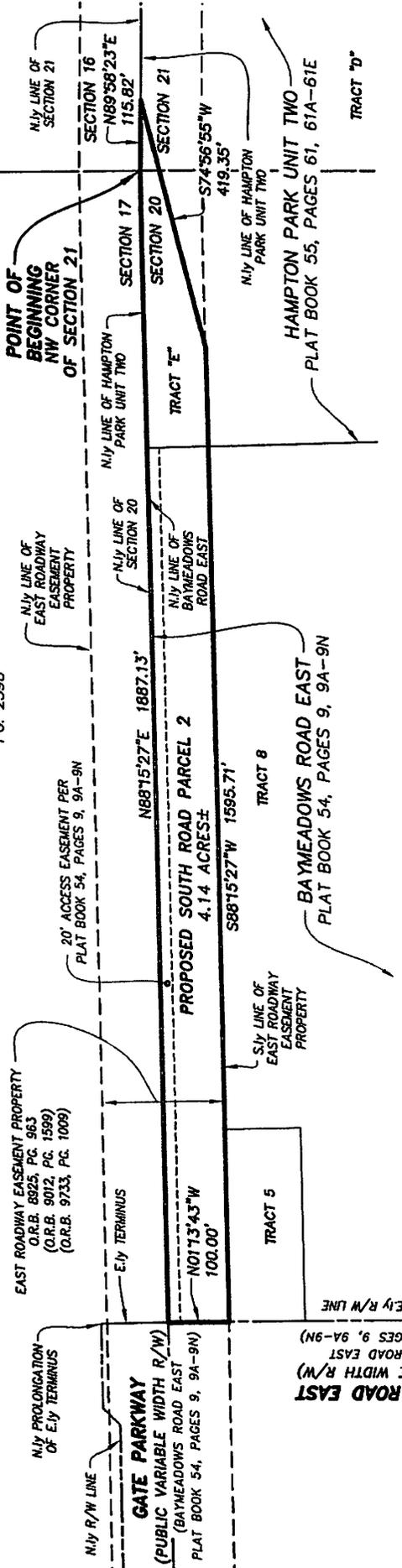
**SKETCH TO ACCOMPANY DESCRIPTION OF**

A PORTION OF SECTIONS 20 AND 21, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING A PORTION OF BAYMEADOWS ROAD EAST, AS RECORDED IN PLAT BOOK 54, PAGES 9, 9A THROUGH 9N AND A PORTION OF HAMPTON PARK UNIT TWO, AS RECORDED IN PLAT BOOK 55, PAGES 61, 61A THROUGH 61E, BOTH OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LEGEND:  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE  
R/W RIGHT OF WAY

O.R.B. 17036,  
PG. 2398



GENERAL NOTES:  
1) THIS IS NOT A SURVEY.  
2) BEARINGS BASED ON THE NORTHERLY LINE OF SECTION 21 AS BEING NORTH 89°58'23" EAST.

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

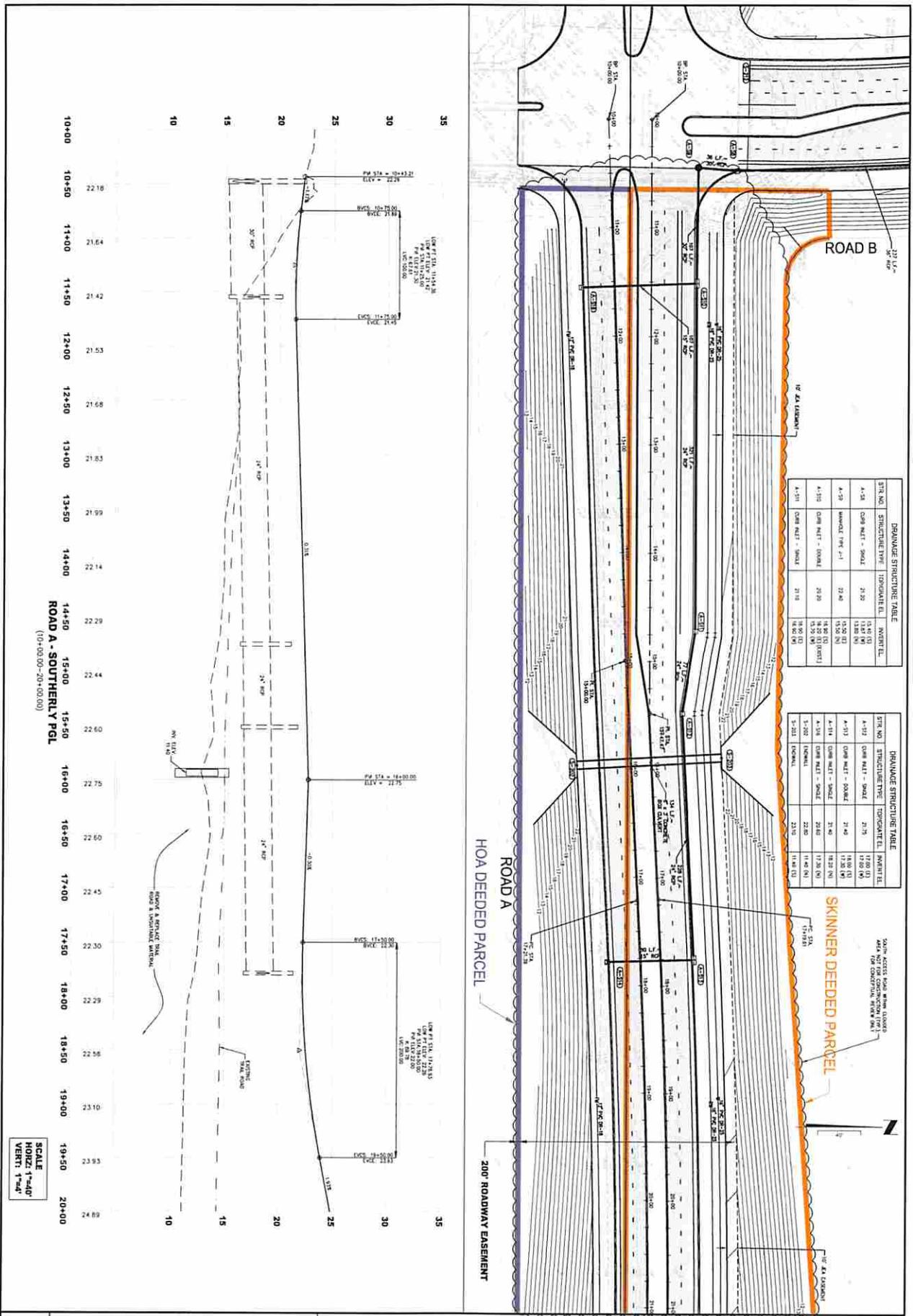


**ROBERT M. ANGAS ASSOCIATES, INC.**  
SURVEYORS - PLANNERS - CIVIL ENGINEERS  
14775 Old St. Augustine Road, Jacksonville, FL 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624

SCALE: 1"=200'  
DATE: OCTOBER 16, 2018  
PROFESSIONAL SURVEYOR AND MAPPER  
ANDREW O. KNUFFEL  
STATE OF FLORIDA LS No. 6511

DRAWN BY: EE ORDER NO.: 18-230.00 FILE NO.: 1258-01.008

**EXHIBIT "C"**  
**CONCEPTUAL PLANS**



DRAINAGE STRUCTURE TABLE			
STR. NO.	STRUCTURE TYPE	TOPGRADE EL.	INVERT EL.
4-28	CORN METT - SMOUL	21.20	15.40 (10)
4-29	SMOUL METT - 10' DIA	20.40	13.80 (8)
4-30	CORN METT - 10' DIA	20.20	15.20 (10)
4-31	CORN METT - SMOUL	21.10	15.20 (10)

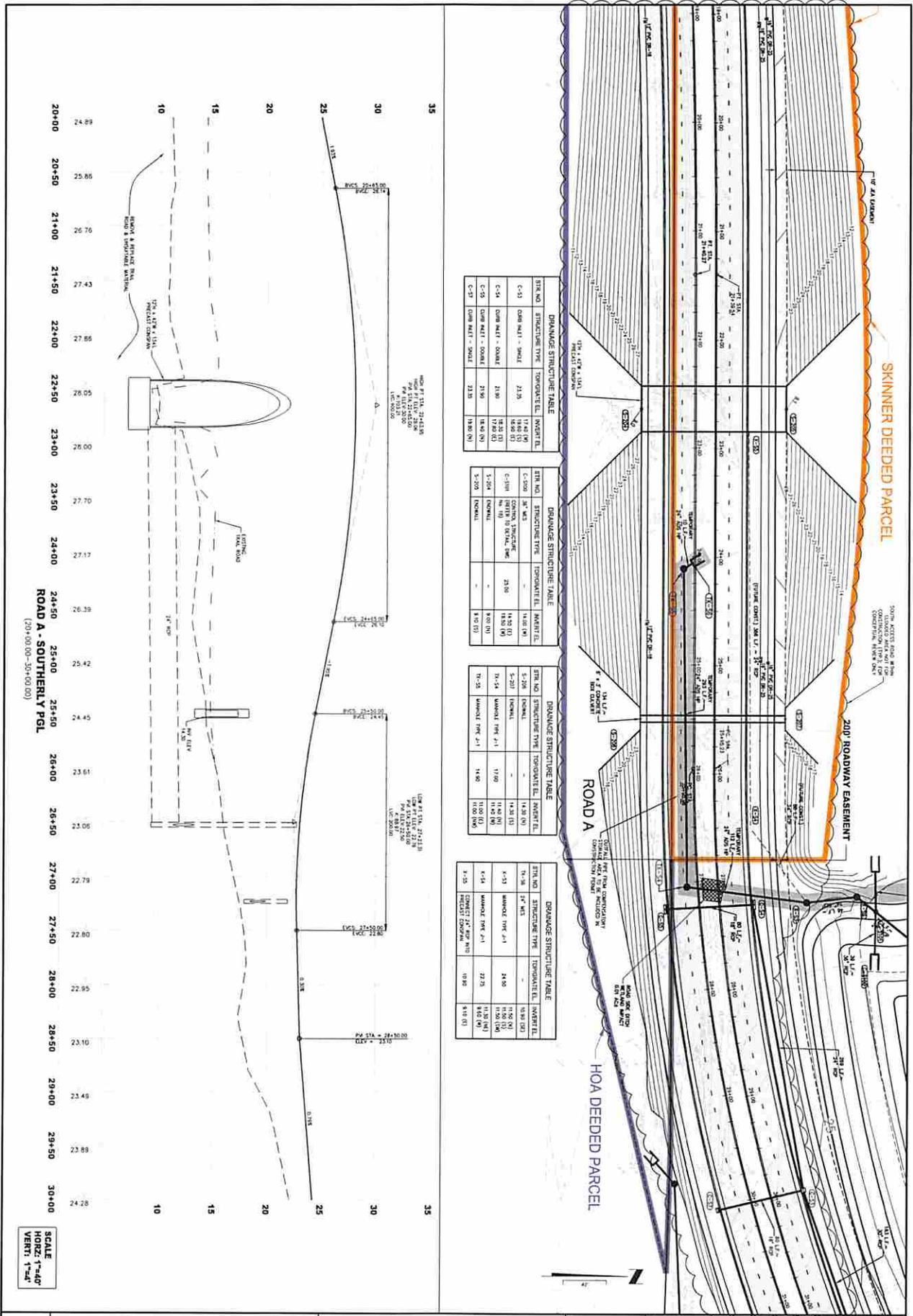
DRAINAGE STRUCTURE TABLE			
STR. NO.	STRUCTURE TYPE	TOPGRADE EL.	INVERT EL.
4-32	CORN METT - SMOUL	21.10	11.00 (10)
4-33	CORN METT - SMOUL	21.40	11.00 (10)
4-34	CORN METT - SMOUL	21.40	14.20 (10)
4-35	CORN METT - SMOUL	22.00	11.20 (10)
5-201	INVERTAL	21.10	14.40 (10)

**ROAD A PLAN AND PROFILE**  
**SOUTHEAST QUADRANT MASS GRADING PLAN FOR SAWMILL TIMBER, LLC.**

**ETM** Englund-Thoms & Miller, Inc.  
 1475 2nd St., Jacksonville, FL 32204  
 TEL: (904) 842-8486 FAX: (904) 842-8484  
 CA: 0092244 CC: 000018

ETM NO. 16-110  
 DRAWN BY: JWC  
 DESIGNED BY: SAW  
 CHECKED BY: SAW  
 DATE: 01-06-2017

PLANS PREPARED UNDER THE DIRECTION OF:  
 SCOTT R. BROWN  
 REGISTERED PROFESSIONAL ENGINEER  
 NO. 12456  
 STATE OF FLORIDA



NO. 17.114, 21+12.8  
 STA. 21+12.8  
 PAV. EL. 211.4200  
 PAV. EL. 211.2200  
 L.C. 200.00

STR. NO.	STRUCTURE TYPE	TEMPORARY E.L.	PERM. E.L.
C-11	CURB W/RT - SHOUL	21.35	17.42 (N)
C-12	CURB W/RT - SHOUL	18.50 (S)	18.50 (S)
C-14	CURB W/RT - SHOUL	11.90	17.80 (S)
C-15	CURB W/RT - SHOUL	21.90	18.80 (N)
C-17	CURB W/RT - SHOUL	22.10	18.80 (N)

NO. 17.114, 21+12.8  
 STA. 21+12.8  
 PAV. EL. 211.4200  
 PAV. EL. 211.2200  
 L.C. 200.00

STR. NO.	STRUCTURE TYPE	TEMPORARY E.L.	PERM. E.L.
C-1000	CONCR. STRUCTURE	22.50	14.50 (S)
S-100	MANHOLE	19.00 (N)	19.00 (N)
S-200	MANHOLE	19.00 (N)	19.00 (N)

NO. 17.114, 21+12.8  
 STA. 21+12.8  
 PAV. EL. 211.4200  
 PAV. EL. 211.2200  
 L.C. 200.00

STR. NO.	STRUCTURE TYPE	TEMPORARY E.L.	PERM. E.L.
S-100	MANHOLE	19.00 (N)	19.00 (N)
S-200	MANHOLE	19.00 (N)	19.00 (N)
S-300	MANHOLE	19.00 (N)	19.00 (N)

NO. 17.114, 21+12.8  
 STA. 21+12.8  
 PAV. EL. 211.4200  
 PAV. EL. 211.2200  
 L.C. 200.00

STR. NO.	STRUCTURE TYPE	TEMPORARY E.L.	PERM. E.L.
S-100	MANHOLE	19.00 (N)	19.00 (N)
S-200	MANHOLE	19.00 (N)	19.00 (N)
S-300	MANHOLE	19.00 (N)	19.00 (N)

SCALE  
 HORIZ. 1"=40'  
 VERT. 1"=4'

**ROAD A PLAN AND PROFILE**  
**SOUTHEAST QUADRANT MASS GRADING PLAN FOR SAWMILL TIMBER, LLC.**



England-Thing & Miller, Inc.  
 1470 NW 13th Street  
 Jacksonville, FL 32208  
 TEL: (904) 642-8888  
 FAX: (904) 642-8888  
 CA-000204 LC-000018

DESIGNED BY: JIC  
 CHECKED BY: SAW  
 DATE: 01-06-2017

PLANNED UNDER THE DIRECTION OF:  
 SCOTT  
 P.E. No. 12345

**Exhibit 1**

## **EXHIBIT “D”**

### **OWNER’S REPRESENTATIONS AND WARRANTIES**

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

**EXHIBIT "E"**

**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.

**EXHIBIT "F"**

**LETTER OF THE DIRECTOR**

Form of letter from

Director of Planning and Development, City of Jacksonville [put Killingworth's title and address, but leave name blank]

To

Escrow Agent [see attached, Fidelity, Attn. Wayne K. Spencer, Jr.]

Re: Dedication of Right-of-Way for Public Street/ Escrow Agreement dated \_\_\_\_\_, 2018, between Fidelity National Title Insurance Company, Sawmill Timber, LLC, and Hampton Park Association, Inc.

Dear [Escrow Agent]:

The undersigned is aware of an Escrow Agreement dated \_\_\_\_\_, 2018, between Fidelity National Title Insurance Company (the "Escrow Agent"), Sawmill Timber, LLC, and Hampton Park Association, Inc. (the "Escrow Agreement"), providing for certain deeds of dedication to the City of Jacksonville to be held in escrow and recorded by the Escrow Agent for right-of-way for a public street in the City of Jacksonville.

The undersigned, as the Director of Planning and Development of the City of Jacksonville, hereby authorizes and directs the Escrow Agent to record the deeds of dedication and take such other actions relating to the recordation of the deeds of dedication as are provided in the Escrow Agreement and as are necessary to effectuate the intent of the parties in the Escrow Agreement.

Thank you for your attention to this matter.