

Prepared by and return to:  
JEA Real Estate Services  
225 North Pearl Street  
Jacksonville, FL 32202

RE # \_\_\_\_\_

## DRAINAGE EASEMENT

**THIS DRAINAGE EASEMENT**, is made is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between **JEA**, a body politic and corporate whose mailing address is 225 North Pearl Street, Jacksonville, Florida 32202 (the “Grantor”), and the **CITY OF JACKSONVILLE** whose mailing address is c/o Office of General Counsel, 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202 (the “Grantee”).

**WITNESSETH:** Grantor for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and sells to the Grantee, its successors and assigns forever, a perpetual and non-exclusive easement for stormwater drainage purposes, in, over, across, under and through that certain land located in Duval County, Florida described in Exhibit A attached hereto (the “Drainage Easement Area”), with the right of ingress and egress to and over said Drainage Easement Area, and the right to perform grading activities. Notwithstanding the foregoing, Grantee is not permitted to install any permanent physical improvements (including but not limited to drainage pipes, facilities or other stormwater improvements) in, over, across, under and through the Drainage Easement Area.

Indemnification. Subject to the provisions and limitations of Section 768.28, Florida Statutes, Grantee shall indemnify and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees and court costs) incurred by Grantor to the extent arising from Grantee's negligence in the use of the Drainage Easement Area, excluding any such losses, costs, damages, liens, claims, liabilities, or expenses to the extent arising from the Grantor's negligence.

Insurance. During the term of the easement, Grantee shall maintain its status as a Florida self-insured entity. Upon request, Grantee will provide Grantor with a letter of self-insurance confirming coverage for general and automotive liability and Florida workers' compensation. If Grantee contracts with contractors or subcontractors in any way related to the Drainage Easement Area, Grantee shall require said contractors and subcontractors to comply with the insurance requirements attached hereto as Exhibit B.

Upon the completion of its work and use of the Drainage Easement Area, Grantee, at its expense, shall promptly remove all materials, debris, and equipment and restore the surface of the Drainage Easement Area to substantially the same condition as existed prior to the Grantee's use thereof.

IN WITNESS WHEREOF, the Grantor and Grantee have signed and sealed these presents the day and year first above written.



**WITNESSES:**

Print: \_\_\_\_\_

Witness #1 Address:

\_\_\_\_\_  
\_\_\_\_\_

Print: \_\_\_\_\_

Witness #2 Address:

\_\_\_\_\_  
\_\_\_\_\_

**GRANTOR:**

**JEA**, a body politic and corporate

By: \_\_\_\_\_  
Jordan Pope  
Senior V.P., Administrative Services

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by Jordan Pope, as Senior V.P., Administrative Services of JEA, a body politic and corporate, on behalf of the JEA. He is (check one) \_\_\_\_ personally known to me or \_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(seal)



**WITNESSES:**

Print: \_\_\_\_\_

Witness #1 Address:

\_\_\_\_\_  
\_\_\_\_\_

Print: \_\_\_\_\_

Witness #2 Address:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Donna Deegan and James R. McCain, Jr., as Mayor and Corporation Secretary, respectively, of the CITY OF JACKSONVILLE, a consolidated municipal and county political subdivision, duly organized and existing under the laws of the State of Florida, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[SEAL]

**GRANTEE:**

**CITY OF JACKSONVILLE,** a consolidated municipal and county political subdivision, duly organized and existing under the laws of the State of Florida

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

Print: \_\_\_\_\_

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

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

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

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

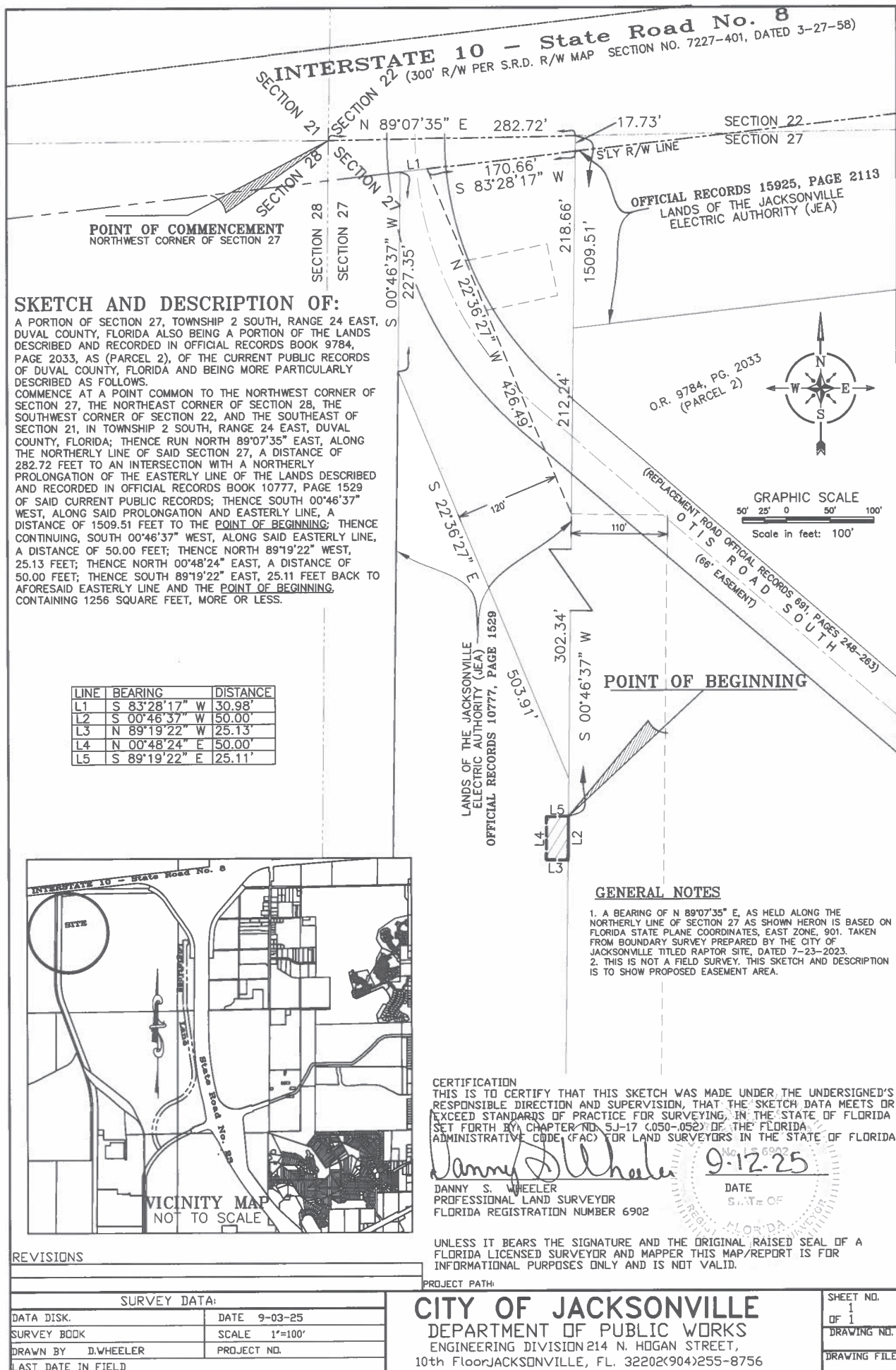


**EXHIBIT A**

**Legal Description of the Drainage Easement Area**

See two pages following.







# INTERSTATE 10 - State Road No. 8 SECTION 22 (300' R/W PER S.R.D. R/W MAP SECTION NO. 7227-401, DATED 3-27-58)

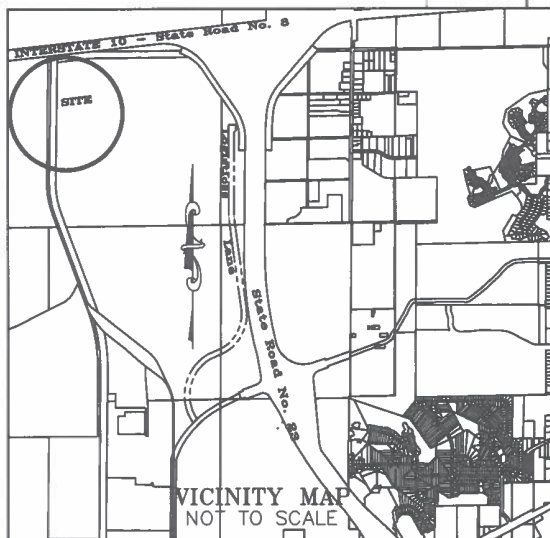
POINT OF COMMENCEMENT  
NORTHWEST CORNER OF SECTION 27

## SKETCH AND DESCRIPTION OF:

A PORTION OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9784, PAGE 2033, AS (PARCEL 2), OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT A POINT COMMON TO THE NORTHWEST CORNER OF SECTION 27, THE NORTHEAST CORNER OF SECTION 28, THE SOUTHWEST CORNER OF SECTION 22, AND THE SOUTHEAST OF SECTION 21, IN TOWNSHIP 2 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA; THENCE RUN NORTH 89°07'35" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 27, A DISTANCE OF 282.72 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 10777, PAGE 1529 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 00°46'37" WEST, ALONG SAID PROLONGATION AND EASTERLY LINE, A DISTANCE OF 2592.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING, SOUTH 00°46'37" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 75.00 FEET; THENCE NORTH 89°19'22" WEST, 25.71 FEET; THENCE NORTH 00°48'24" EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 89°19'22" EAST, 25.67 FEET BACK TO AFORESAID EASTERLY LINE AND THE POINT OF BEGINNING, CONTAINING 1926 SQUARE FEET, MORE OR LESS.

LINE	BEARING	DISTANCE
L1	S 83°28'17" W	30.98'
L2	S 00°46'37" W	75.00'
L3	N 89°19'22" W	25.71'
L4	N 00°48'24" E	75.00'
L5	S 89°19'22" E	25.67'



### REVISIONS

SURVEY DATA:	
DATA DISK.	DATE 9-03-25
SURVEY BOOK	SCALE 1"=100'
DRAWN BY D.WHEELER	PROJECT NO.
LAST DATE IN FIELD	

CERTIFICATION  
THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS 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) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

DANNY S. WHEELER  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 6902

9-12-25

DATE  
STATE OF

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

PROJECT PATH:

CITY OF JACKSONVILLE  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION 214 N. HOGAN STREET,  
10th Floor JACKSONVILLE, FL. 32202(904)255-8756

SHEET NO.	1
OF 1	
DRAWING NO.	
DRAWING FILE	

On File



**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

Without limiting its liability under this Easement, Grantee shall at all times during the term of this Easement require its contractors, subcontractors, laborers, materialmen and suppliers to provide, as applicable, insurance of the types and limits not less than amounts stated below:

**Insurance Coverages**

Schedule	Limits
<b>Worker's Compensation Employer's Liability</b>	Florida Statutory Coverage \$ 1,000,000 Each Accident \$ 1,000,000 Disease Policy Limit \$ 1,000,000 Each Employee/Disease

This insurance shall cover the Grantee and its contractor or subcontractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

<b>Commercial General Liability</b>	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida.

<b>Automobile Liability</b>	\$1,000,000	Combined Single Limit
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(Coverage for all automobiles, owned, hired or non-owned used in performance of the Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida.



**Professional Liability** \$1,000,000 per Claim and Aggregate

Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.

**Builders Risk/ Installation Floater** %100 Completed Value of the Project

The Builder's Risk/Installation Floater policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000.00 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, the JEA, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The JEA, its members, officials, officers, employees and agents are to be named as a loss payee.

**Pollution Liability** \$1,000,000 per Loss  
\$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

**Pollution Legal Liability** \$1,000,000 per Loss  
\$2,000,000 Aggregate

Any entity hired to perform services as a part of this Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement.



### **Additional Insurance Provisions**

- A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the JEA and JEA's members, officials, officers, employees and agents as Additional Insured.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the JEA and its members, officials, officers employees and agents.
- C. Contractor's/Subcontractor's Insurance Primary. The insurance provided by the Grantee's contractor or subcontractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the JEA or any JEA members, officials, officers, employees and agents.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Grantee. Under no circumstances will the JEA and its members, officials, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
- F. Contractor's/Subcontractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the contractor or subcontractor, its employees or agents to the JEA or others. Any remedy provided to JEA or JEA's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- G. Survival. Anything to the contrary notwithstanding, the liabilities of the Grantee's contractors or subcontractors under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.



Prepared by and return to:  
JEA Real Estate Services  
225 North Pearl Street  
Jacksonville, FL 32202

Project: \_\_\_\_\_  
RE Parcel #: \_\_\_\_\_

**NON-EXCLUSIVE GRANT OF EASEMENT  
Cosentino Sidetrack**

**THIS NON-EXCLUSIVE GRANT OF EASEMENT** ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **JEA**, a body politic and corporate, whose address is 225 North Pearl Street, Jacksonville, Florida 32202 (the "Grantor"), and, **CITY OF JACKSONVILLE**, a, municipal corporation, whose address is 117 W. Duval Street, Jacksonville, Florida 32202 (the "Grantee").

**WITNESSETH:** that Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an easement with the right, privilege, and authority to said Grantee, its successors and assigns, to construct, operate, maintain, improve, and/or repair and replace a single sidetrack (the "Sidetrack") and related drainage and other improvements for the tender and receipt of rail freight traffic from the mainline owned as of the date hereof by CSX Transportation, Inc. ("CSX") and associated equipment (collectively, the "Improvements"), including the right of Grantee to permit third-party providers to use, construct, operate, maintain, improve, and/or repair the sidetrack and associated equipment, either or all, on, along over, through, across, or under the following described land situate in Duval County, Florida, to wit (the "Easement Property"):

See Exhibit A attached hereto and incorporated herein.

**TOGETHER** with the right of said Grantee, its successors and assigns, of ingress and egress to and over said Easement Property, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements under or in said Easement Property, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

**CONDITIONS ON THE RIGHTS GRANTED.** The rights granted herein are subject to the following conditions:

***Note to Clerk: The property interest conveyed by this instrument is being acquired by and transferred from governmental entities which are exempt from documentary stamp tax. Accordingly, no documentary stamp tax is due and payable in connection with this instrument.***



1. Only a single Sidetrack is authorized within the Easement Property. Additional sidetracks are subject to Grantor approval in its sole discretion.
2. Any future modifications (exclusive of maintenance or replacement thereof) or relocation of the Sidetrack within the Easement Property must be submitted to Grantor for review and approval prior to commencement of construction, with such approval not to be unreasonably withheld, conditioned or delayed.
3. The at grade crossing for Grantor's vehicular access across the Sidetrack shall have a longitudinal slope of no greater than 2%.
4. This easement shall automatically terminate without further action twenty-four (24) months after the applicable sidetrack agreement with CSX governing the use of the Sidetrack ("Rail Spur Agreement") has expired or has otherwise been terminated. Removal of the Sidetrack within the Easement Property shall be the responsibility of Grantee. Grantee agrees to provide the executed Rail Spur Agreement (and any amendments) to Grantor.
5. Grantee acknowledges that Grantor owns and operates high voltage electric transmission lines and other public utilities within the Easement Property. Grantee agrees that at no time shall Grantee's use of the Easement Property block Grantor's access to the Easement Property (with the exception of routine passage of rail cars through the Easement Property for tender and receipt of rail freight traffic), or obstruct or interfere with Grantor's proper and safe operation, maintenance, repair, or replacement of Grantor's utility facilities. The Grantor has the right to remove obstructions which may encroach upon, interfere with or present a hazard to the use of the Easement Property by the Grantor for public utility purposes, provided that such activities shall not cause any damage to the Improvements or interfere with Grantee or Grantee's authorized user of the Improvements. Grantee shall install signage in the vicinity of the Easement Property as a component of the Improvements to alert train engineers not to uncouple a railcar so as to obstruct or otherwise block the at grade crossing within the Easement Property.
6. Grantee shall procure and maintain or cause to be procured and maintained all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction and use of the Improvements on the Easement Property by the Grantee or its authorized users of the Sidetrack. In exercising any rights and privileges under this easement, Grantee and its authorized users shall comply fully with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders, ordinances, permits, authorizations, approvals or other requirements.
7. This easement is granted by Grantor without any representation or warranty by Grantor with respect to the ownership and status of title with respect to the Easement Property. Grantee acknowledges and agrees that it is Grantee's responsibility to confirm such matters and the efficacy of the grant of the easement pursuant to this instrument.
8. Subject to the provisions and limitations of Section 768.28, Florida Statutes, Grantee shall indemnify and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees and court costs) incurred by Grantor to the



extent arising from Grantee's negligence in the use of the Easement Property, excluding any such losses, costs, damages, liens, claims, liabilities, or expenses to the extent arising from the Grantor's negligence.

9. Notwithstanding anything to the contrary herein, Grantor may suspend Grantee's access to and use of the Easement Property during public health and safety emergency situations requiring immediate repairs to Grantor's equipment and facilities in the vicinity of the Easement Property until such time as the emergency is resolved, and Grantor shall provide written notice to Grantee and CSX (and as to CSX, both written and verbal notice to its Operating and Engineering Departments) at the addresses below, immediately of any such occurrence, and shall also promptly notify Grantee and CSX when the use of the Sidetrack by Grantee may recommence.

CSX Transportation, Inc.  
500 Water Street  
Jacksonville, Florida 32202

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Attn: \_\_\_\_\_

City of Jacksonville  
Department of Public Works  
214 N. Hogan Street, 10<sup>th</sup> Floor  
Jacksonville, FL 32202

Email: \_\_\_\_\_

Attn: \_\_\_\_\_

EXECUTION PAGES FOLLOW



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

**WITNESSES:**

Print: \_\_\_\_\_

Witness #1 Address:

\_\_\_\_\_  
\_\_\_\_\_

Print: \_\_\_\_\_

Witness #2 Address:

\_\_\_\_\_  
\_\_\_\_\_

**GRANTOR:**

**JEA**

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

Print: Jordan Pope

Its: Sr. VP, Administrative Services

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025 by Jordan Pope, as Sr. VP, Administrative Services of JEA, a body politic and corporate, on behalf of the JEA. He is (check one) \_\_\_\_ personally known to me or \_\_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print  
Notary Public, State and County aforesaid  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(seal)



**WITNESSES:**

Print: \_\_\_\_\_

Witness #1 Address:

\_\_\_\_\_  
\_\_\_\_\_

Print: \_\_\_\_\_

Witness #2 Address:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Donna Deegan and James R. McCain, Jr., as Mayor and Corporation Secretary, respectively, of the CITY OF JACKSONVILLE, a consolidated municipal and county political subdivision, duly organized and existing under the laws of the State of Florida, who [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

[SEAL]

**GRANTEE:**

**CITY OF JACKSONVILLE**, a consolidated municipal and county political subdivision, duly organized and existing under the laws of the State of Florida

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

Print: \_\_\_\_\_

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

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

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

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_



**EXHIBIT A**

**Easement Property**

See one page following



# SKETCH AND DESCRIPTION OF:

A PORTION OF SECTIONS 27, TOWNSHIP 2 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9784, PAGE 2033, AS (PARCEL 2), OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT A POINT COMMON TO THE NORTHWEST CORNER OF SECTION 27, THE NORTHEAST CORNER OF SECTION 28, THE SOUTHWEST CORNER OF SECTION 22, AND THE SOUTHEAST OF SECTION 21, IN TOWNSHIP 2 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA; THENCE RUN NORTH 89°07'35" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 27, A DISTANCE OF 282.72 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 10777, PAGE 1529 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 00°46'37" WEST, ALONG SAID PROLONGATION, A DISTANCE OF 17.73 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10, AS SHOWN ON STATE ROAD MAPS, SECTION NO. 7227-401, DATED 3-27-58; THENCE SOUTH 83°28'17" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 170.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING, SOUTH 83°28'17" WEST, ALONG LAST SAID RIGHT OF WAY LINE 30.98 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF LAST SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 10777, PAGE 1529; THENCE SOUTH 00°46'37" WEST, ALONG LAST SAID LINE, 227.35 FEET; THENCE SOUTH 22°36'27" EAST, A DISTANCE OF 503.91 FEET TO AN INTERSECTION WITH AFORESAID EASTERLY LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 10777, PAGE 1529; THENCE NORTH 00°46'37" EAST, ALONG LAST SAID LINE, 302.34 FEET; THENCE NORTH 22°36'27" WEST, A DISTANCE OF 426.49 FEET TO AN INTERSECTION WITH AFORESAID SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10 AND THE POINT OF BEGINNING.

CONTAINING 1.36 ACRES, MORE OR LESS.

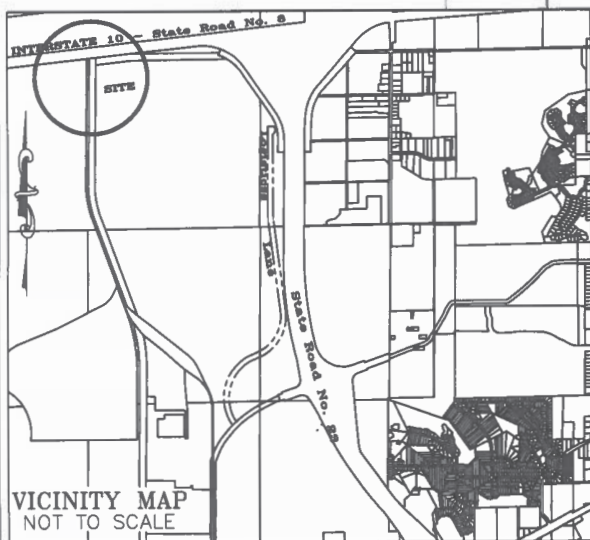
**INTERSTATE 10 - State Road No. 8**  
(300' R/W PER S.R.D. R/W MAP SECTION NO. 7227-401, DATED 3-27-58)

**POINT OF COMMENCEMENT**  
NORTHWEST CORNER OF SECTION 27

**GRAPHIC SCALE**  
50' 25' 0 50' 100'  
Scale in feet: 100'

## GENERAL NOTES

1. A BEARING OF N 89°07'35" E, AS HELD ALONG THE NORTHERLY LINE OF SECTION 27 AS SHOWN HERON IS BASED ON FLORIDA STATE PLANE COORDINATES, EAST ZONE, 901, TAKEN FROM BOUNDARY SURVEY PREPARED BY THE CITY OF JACKSONVILLE TITLED RAPTOR SITE, DATED 7-23-2023.
3. THIS IS NOT A FIELD SURVEY. THIS SKETCH AND DESCRIPTION IS TO SHOW PROPOSED EASEMENT AREA.



**VICINITY MAP**  
NOT TO SCALE

LANDS OF THE JACKSONVILLE  
ELECTRIC AUTHORITY (JEA)  
OFFICIAL RECORDS 10777, PAGE 1529

O.R. 9784, PG. 2033  
(PARCEL 2)

(REPLACEMENT ROAD OFFICIAL RECORDS 681, PAGES 248-263)  
O.T.S. ROAD SOUTH  
(66' EASEMENT)

LINE	BEARING	DISTANCE
L1	S 83°28'17" W	30.98'

**CERTIFICATION**  
THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS OR EXCEEDS STANDARDS OF PRACTICE FOR SURVEYING, IN THE STATE OF FLORIDA SET FORTH BY: CHAPTER NO. 5J-17 (050-052) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA

*Danny S. Wheeler* 9-03-25  
DANNY S. WHEELER STATE OF  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 6902

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

PROJECT PATH:

**CITY OF JACKSONVILLE**  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION 214 N. HOGAN STREET,  
10th Floor JACKSONVILLE, FL. 32202(904)255-8756

SHEET NO.  
1  
OF 1  
DRAWING NO.  
DRAWING FILE

## REVISIONS

SURVEY DATA:	
DATA DISK.	DATE 9-03-25
SURVEY BOOK	SCALE 1"=100'
DRAWN BY D.WHEELER	PROJECT NO.
LAST DATE IN FIELD	



Prepared by and return to:  
JEA Real Estate Services  
225 North Pearl Street  
Jacksonville, FL 32202

RE # \_\_\_\_\_

## TEMPORARY CONSTRUCTION EASEMENT

**THIS TEMPORARY CONSTRUCTION EASEMENT** is made is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the “Effective Date”), by and between **JE A**, a body politic and corporate whose mailing address is 225 North Pearl Street, Jacksonville, Florida 32202 (the “Grantor”), and the **CITY OF JACKSONVILLE** whose mailing address is c/o Office of General Counsel, 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202 (the “Grantee”).

**WITNESSETH:** Grantor for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, bargains and releases unto Grantee, a temporary easement (the “Temporary Construction Easement”) for grading activities and to provide additional work space for the construction of improvements associated with a public works project to be undertaken by Grantee, said Temporary Construction Easement being located in, upon, over and through the following described land in Duval County, Florida, described as follows (the “Temporary Easement Area”):

See Exhibit A attached hereto and incorporated herein.

The Temporary Construction Easement shall expire and terminate upon the earlier to occur of (i) the date that is [\_\_\_\_\_] after the Effective Date hereof, or (ii) completion of construction of the public works project by Grantee and restoration of the Temporary Easement Area as hereinafter provided.

Indemnification. Subject to the provisions and limitations of Section 768.28, Florida Statutes, Grantee shall indemnify and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees and court costs) incurred by Grantor to the extent arising from Grantee's negligence in the use of the Temporary Easement Area, excluding any such losses, costs, damages, liens, claims, liabilities, or expenses to the extent arising from the Grantor's negligence..

Insurance. During the term of the easement, Grantee shall maintain its status as a Florida self-insured entity. Upon request, Grantee will provide Grantor with a letter of self-insurance confirming coverage for general and automotive liability and Florida workers' compensation. If Grantee contracts with contractors or subcontractors in any way related to the Temporary

***Note to Clerk: The property interest conveyed by this instrument is being acquired by and transferred from governmental entities which are exempt from documentary stamp tax. Accordingly, no documentary stamp tax is due and payable in connection with this instrument.***



Easement Area, Grantee shall require said contractors and subcontractors to comply with the insurance requirements attached hereto as Exhibit B.

Upon the completion of its work and use of the Temporary Easement Area, Grantee, at its expense, shall promptly remove all materials, debris, and equipment and restore the surface of the Temporary Easement Area to substantially the same condition as existed prior to the Grantee's use thereof.

IN WITNESS WHEREOF, the Grantor and Grantee have signed and sealed these presents the day and year first above written.

EXECUTION ON FOLLOWING PAGES



**WITNESSES:**

Print: \_\_\_\_\_

Witness #1 Address:

\_\_\_\_\_  
\_\_\_\_\_

Print: \_\_\_\_\_

Witness #2 Address:

\_\_\_\_\_  
\_\_\_\_\_

**GRANTOR:**

**JEA**, a body politic and corporate

By: \_\_\_\_\_  
Jordan Pope  
Senior V.P., Administrative Services

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by Jordan Pope, as Senior V.P., Administrative Services of JEA, a body politic and corporate, on behalf of the JEA. He is (check one) \_\_\_\_ personally known to me or \_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(seal)



**WITNESSES:**

Print: \_\_\_\_\_

Witness #1 Address:

\_\_\_\_\_  
\_\_\_\_\_

Print: \_\_\_\_\_

Witness #2 Address:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Donna Deegan and James R. McCain, Jr., as Mayor and Corporation Secretary, respectively, of the CITY OF JACKSONVILLE, a consolidated municipal and county political subdivision, duly organized and existing under the laws of the State of Florida, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[SEAL]

**GRANTEE:**

**CITY OF JACKSONVILLE,** a consolidated municipal and county political subdivision, duly organized and existing under the laws of the State of Florida

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

Print: \_\_\_\_\_

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

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

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

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**Legal Description of the Temporary Easement Area**

See following page



# SKETCH AND DESCRIPTION OF:

A PORTION OF SECTIONS 27, TOWNSHIP 2 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9784, PAGE 2033, AS (PARCEL 2), OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. COMMENCE AT A POINT COMMON TO THE NORTHWEST CORNER OF SECTION 27, THE NORTHEAST CORNER OF SECTION 28, THE SOUTHWEST CORNER OF SECTION 22, AND THE SOUTHEAST OF SECTION 21, IN TOWNSHIP 2 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA; THENCE RUN NORTH 89°07'35" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 27, A DISTANCE OF 282.72 FEET TO AN INTERSECTION WITH A NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 10777, PAGE 1529 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 00°46'37" WEST, ALONG SAID PROLONGATION, A DISTANCE OF 17.73 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10, AS SHOWN ON STATE ROAD MAPS, SECTION NO. 7227-401, DATED 3-27-58; THENCE SOUTH 83°28'17" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 170.66 FEET; THENCE SOUTH 22°36'27" EAST, 113.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 22°36'27" EAST, A DISTANCE OF 60.93 FEET; THENCE NORTH 78°15'54" EAST, 83.56 FEET; THENCE NORTH 11°44'06" WEST, 59.84 FEET; THENCE SOUTH 78°15'54" WEST, 95.05 FEET TO THE POINT OF BEGINNING. CONTAINING 5344 SQUARE FEET, MORE OR LESS

**INTERSTATE 10 - State Road No. 8**  
(300' R/W PER S.R.D. R/W MAP SECTION NO. 7227-401, DATED 3-27-58)

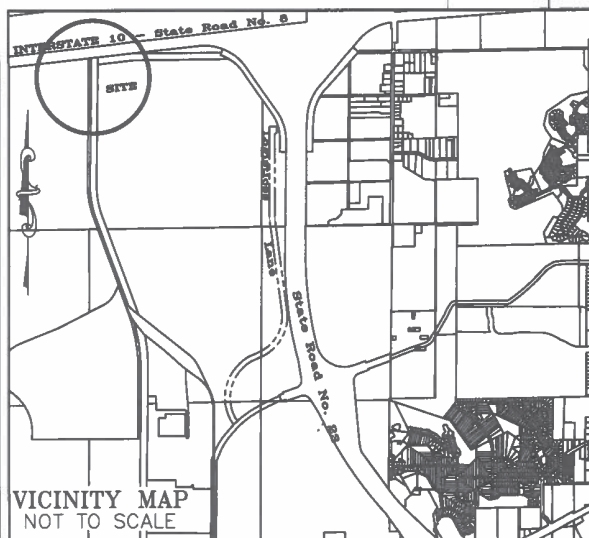
POINT OF COMMENCEMENT  
NORTHWEST CORNER OF SECTION 27

POINT OF BEGINNING

LINE	BEARING	DISTANCE
L1	S 22°36'27" E	113.85'
L2	S 22°36'27" E	60.93'
L3	N 78°15'54" E	83.56'
L4	N 11°44'06" W	59.84'
L5	S 78°15'54" W	95.05'

## GENERAL NOTES

1. A BEARING OF N 89°07'35" E, AS HELD ALONG THE NORTHERLY LINE OF SECTION 27 AS SHOWN HEREON IS BASED ON FLORIDA STATE PLANE COORDINATES, EAST ZONE, 901. TAKEN FROM BOUNDARY SURVEY PREPARED BY THE CITY OF JACKSONVILLE TITLED RAPTOR SITE, DATED 7-23-2023.
2. THIS IS NOT A FIELD SURVEY. THIS SKETCH AND DESCRIPTION IS TO SHOW PROPOSED EASEMENT AREA.



VICINITY MAP  
NOT TO SCALE

CERTIFICATION  
THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS OR EXCEEDS STANDARDS OF PRACTICE FOR SURVEYING, IN THE STATE OF FLORIDA SET FORTH BY CHAPTER NO. 5J-17, (050-052) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

DANNY S. WHEELER  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NUMBER 6902

GRAPHIC SCALE  
50' 25' 0' 50' 100'  
Scale in feet: 100'

## REVISIONS

SURVEY DATA:	
DATA DISK	DATE 9-03-25
SURVEY BOOK	SCALE 1"=100'
DRAWN BY D.WHEELER	PROJECT NO.
LAST DATE IN FIELD	

**CITY OF JACKSONVILLE**  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION 214 N. HOGAN STREET,  
10th Floor JACKSONVILLE, FL. 32202(904)255-8756

SHEET NO. 1 OF 1
DRAWING NO.
DRAWING FILE



**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

Without limiting its liability under this Easement, Grantee shall at all times during the term of this Easement require its contractors, subcontractors, laborers, materialmen and suppliers to provide, as applicable, insurance of the types and limits not less than amounts stated below:

**Insurance Coverages**

Schedule	Limits
<b>Worker's Compensation Employer's Liability</b>	Florida Statutory Coverage \$ 1,000,000 Each Accident \$ 1,000,000 Disease Policy Limit \$ 1,000,000 Each Employee/Disease

This insurance shall cover the Grantee and its contractor or subcontractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

<b>Commercial General Liability</b>	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida.

<b>Automobile Liability</b>	\$1,000,000	Combined Single Limit
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(Coverage for all automobiles, owned, hired or non-owned used in performance of the Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida.

<b>Professional Liability</b>	\$1,000,000 per Claim and Aggregate
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Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.

**Builders Risk/ Installation Floater**                      %100 Completed Value of the Project

The Builder's Risk/Installation Floater policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000.00 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, the JEA, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The JEA, its members, officials, officers, employees and agents are to be named as a loss payee.

**Pollution Liability**    \$1,000,000 per Loss  
   \$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this Agreement for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

**Pollution Legal Liability**    \$1,000,000 per Loss  
   \$2,000,000 Aggregate

Any entity hired to perform services as a part of this Agreement that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement.



### **Additional Insurance Provisions**

- A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the JEA and JEA's members, officials, officers, employees and agents as Additional Insured.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the JEA and its members, officials, officers employees and agents.
- C. Contractor's/Subcontractor's Insurance Primary. The insurance provided by the Grantee's contractor or subcontractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the JEA or any JEA members, officials, officers, employees and agents.
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Grantee. Under no circumstances will the JEA and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
- F. Contractor's/Subcontractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the contractor or subcontractor, its employees or agents to the JEA or others. Any remedy provided to JEA or JEA's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- G. Survival. Anything to the contrary notwithstanding, the liabilities of the Grantee's contractors or subcontractors under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.