

Date Submitted:	6/30/21
Date Filed:	7/15/21

Application Number:	SW-21-07
Public Hearing:	

Application for Sign Waiver
City of Jacksonville, Florida
Planning and Development Department

Please type or print in ink. Instructions regarding the completion and submittal of this application are located at the end of this form. For additional information, please contact the Planning and Development Department at (904) 255-7865.

For Official Use Only		
Current Zoning District:	PUD (2013-1376)	Current Land Use Category: mu
Council District:	2	Planning District: PD2
Previous Zoning Applications Filed (provide application numbers):		
∅		
Applicable Section of Ordinance Code:		
Reduce setback:		
Notice of Violation(s):		
Neighborhood Associations: Greater Arlington		
Overlay: ∅		
LUZ Public Hearing Date:	City Council Public Hearing Date:	
Number of Signs to Post: 2	Amount of Fee: 1173	Zoning Asst. Initials: Rm

PROPERTY INFORMATION	
1. Complete Property Address: 9820 HUTCHINSON PARK DRIVE	2. Real Estate Number: 120798-0580
3. Land Area (Acres): 70548	4. Date Lot was Recorded: 10/25/2019
5. Property Located Between Streets: HUTCHINSON PARK DRIVE, LANTERN ST, MONUMENT ROAD	6. Utility Services Provider: City Water / City Sewer <input checked="" type="checkbox"/> Well / Septic <input type="checkbox"/>

7. Waiver Sought:

- Increase maximum height of sign from _____ to _____ feet (maximum request 20% or 5 ft. in height, whichever is less). **Note – Per Section 656.1310, no waiver shall be granted which would permit a sign in excess of 40 feet in height in any zoning district.*
- Increase maximum size of sign from _____ sq. ft. to _____ sq. ft. (maximum request 25% or 10 sq. ft., whichever is less)
- Increase number of signs from _____ to _____ (not to exceed maximum square feet allowed)
- Allow for illumination or change from _____ external to _____ internal lighting
- Reduce minimum setback from 10 feet to 2 feet (less than 1 ft. may be granted administratively)

8. In whose name will the Waiver be granted?
ASCENSION ST. VINCENTS HEALTH SYSTEM INC.

9. Is transferability requested? *If approved, the waiver is transferred with the property.*

- Yes
- No

OWNER'S INFORMATION (please attach separate sheet if more than one owner)

10. Name: ST VINCENTS HEALTH SYSTEM INC.	11. E-mail: AWARRICK@AGI.NET
12. Address (including city, state, zip): 2 SCHIRCLIFF WAY SUITE 600 JACKSONVILLE FL 32204	13. Preferred Telephone: 800-877-7868 X 3268

APPLICANT'S INFORMATION (if different from owner)

14. Name: TRACEY DIEHL, EXPEDITE THE DIEHL LLC	15. E-mail: TRACEY@EXPEDITETHEDIEHL.COM
16. Address (including city, state, zip): 6487 HILLIARD DRIVE CANAL WINCHESTER OH 43110	17. Preferred Telephone: 614-828-8215

CRITERIA

Section 656.1310, Ordinance Code, sets forth procedures and criteria for evaluating waivers of the Part 13 sign regulations. Section 656.1302 of the Ordinance Code defines a sign as *“a painting, structure, projected image or device which is placed, erected, constructed or maintained on or in the ground or water, or on or outside of an enclosed building, boat, ship, vessel or other object or structure or affixed or painted on or inside an exterior window of a building for the purpose of display, information, advertisement or attraction of the attention of persons, including posters, pictures, pictorial or reading matter and a letter, word, model, device or representation used in the nature of an advertisement, announcement, attraction or direction.”*

Section 656.133(c)1 through 10, Ordinance Code, provides that, with respect to action upon Applications for Sign Waivers, the City Council shall grant a waiver only if substantial competent evidence exists to support a positive finding based on each of the following criteria as applicable:

1. *Will the effect of the sign waiver be compatible with the existing contiguous signage or zoning and consistent with the general character of the area considering population, density, scale, and orientation of the structures in the area?*
2. *Would the result detract from the specific intent of the zoning ordinance by promoting the continued existence of nonconforming signs that exist in the vicinity?*
3. *Could the effect of the proposed waiver diminish property values in, or negatively alter the aesthetic character of the area surrounding the site, and could such waiver substantially interfere with or injure the rights of others whose property would be affected by the same?*
4. *Would the waiver have a detrimental effect on vehicular traffic or parking conditions, or result in the creation of objectionable or excessive light, glare, shadows or other effects, taking into account existing uses and zoning in the vicinity?*
5. *Is the proposed waiver detrimental to the public health, safety or welfare, or could such waiver result in additional public expense, creation of nuisances, or cause conflict with any other applicable law?*
6. *Does the subject property exhibit specific physical limitations or characteristics, which would be unique to the site and which would make imposition of the strict letter of the regulation unduly burdensome?*
7. *Is the request based exclusively upon a desire to reduce the costs associated with compliance and is the request the minimum necessary to obtain a reasonable communication of one’s message?*
8. *Is the request the result of a violation that has existed for a considerable length of time without receiving a citation and if so, is the violation that exists a result of construction that occurred prior to the applicant’s acquiring the property, not being a direct result of the actions of the current owner?*
9. *Does the request accomplish a compelling public interest such as, for example, furthering the preservation of natural resources by saving a tree or trees?*
10. *Would strict compliance with the regulation create a substantial financial burden when considering the cost of compliance?*

18. Given the above definition of a "sign" and the aforementioned criteria by which the request will be reviewed against, please describe the reason that the waiver is being sought. Provide as much information as you can; you may attach a separate sheet if necessary. Please note that failure by the applicant to adequately substantiate the need for the request and to meet the criteria set forth may result in a denial.

SEE ATTACHED

JUSTIFICATION

1. Will the effect of the sign waiver be compatible with the existing contiguous signage or zoning and consistent with the general character of the area considering population, density, scale, and orientation of the structures in the area?

The sign proposed is consistent with what the sign ordinance allows. This is for a setback waiver to allow for a sign to be placed in this current location it's absolutely necessary. This is a health care service and being able to identify this service is essential to the persons that may be in need of medical care.

2. Would the result detract from the specific intent of the zoning ordinance by promoting the continued existence of nonconforming signs that exist in the vicinity?

The waiver would not result in a detracting from the intent of the ordinance. The waiver would allow a sign to be placed in an area where there is a need for a sign to identify a medical service.

3. Could the effect of the proposed waiver diminish property values in, or negatively alter the aesthetic character of the area surrounding the site, and could such waiver substantially interfere with or injure the rights of others whose property would be affected by the same?

There will not be a negative impact on property values. This sign is consistent with the sign type and size that is allowed, it is also complimentary to the area. Lack of signage could cause confusion amongst motorists that are trying to find this hospital service.

4. Would the waiver have a detrimental effect on vehicular traffic or parking conditions, or result in the creation of objectionable or excessive light, glare, shadows or other effects, taking into account existing uses and zoning in the vicinity?

The sign waiver would not have a detrimental effect on traffic, parking, or nearby properties. It would not block lighting or cause shadowing.

5. Is the proposed waiver detrimental to the public health, safety or welfare, or could such waiver result in additional public expense, creation of nuisances, or cause conflict with any other applicable law?

This is a waiver for a sign that contributes to the health and welfare of the community. It is necessary for those that are in search of medical care to identify their destination.

6. Does the subject property exhibit specific physical limitations or characteristics, which would be unique to the site and which would make imposition of the strict letter of the regulation unduly burdensome?

The property fronts on multiple roadways, there are multiple elevations. The ambulance drive thru lane occupies a portion of the land along the frontage that prevents the sign from meeting the setback requirement. The proposed sign would be placed along the roadway to identify this medical service in an area where it needs to be out of the lane of parking lot traffic.

7. Is the request based exclusively upon a desire to reduce the costs associated with compliance and is the request the minimum necessary to obtain a reasonable communication of one's message?

There is no other way to place a sign along this frontage and the sign is necessary. There is no alternative for this location. The alternatives have already been considered, this is reduced to a single faced sign as a result of discussions with staff. This setback waiver is necessary at their recommendation it is the minimum necessary to accomplish this.

8. Is the request the result of a violation that has existed for a considerable length of time without receiving a citation and if so, is the violation that exists a result of construction that occurred prior to the applicant's acquiring the property, not being a direct result of the actions of the current owner?

No.

9. Does the request accomplish a compelling public interest such as, for example, furthering the preservation of natural resources by saving a tree or trees?

The request is to preserve the need for a lane that ambulance traffic will travel around a medical facility. The parking lot cannot be reconfigured. Nearby signs cannot be blocked. Sign clutter is not encouraged, all alternatives have been explored. This is the minimum variance necessary to accomplish a sign at this elevation street frontage.

10. Would strict compliance with the regulation create a substantial financial burden when considering the cost of compliance?

The strict compliance would result in a burden for the person that is seeking life saving services and unable to find it because of the lack of a sign to identify their destination. The sign is necessary for this hospital location. The purpose of the Zoning Code shall be to promote the health, safety, morals and general welfare of the public, to regulate the use of land and buildings and to implement the Comprehensive Plan adopted pursuant to Chapter 650, Ordinance Code and F.S. Ch. 163, Pt. II The sign proposed is in keeping with the overall intent of the comprehensive plan, sign code and the intent of the Zoning Code as stated herein.

ATTACHMENTS

The following attachments must accompany each copy of the application.

- Survey
- Site Plan – two (2) copies on 8 ½ x 11 and two (2) copies on 11 x 17 or larger
- Property Ownership Affidavit (Exhibit A)
- Agent Authorization if application is made by any person other than the property owner (Exhibit B)
- Legal Description – may be written as either lot and block, or metes and bounds (Exhibit 1)
- Proof of property ownership – may be print-out of property appraiser record card if individual owner, http://apps.coj.net/pao_propertySearch/Basic/Search.aspx, or print-out of entry from the Florida Department of State Division of Corporations if a corporate owner, <http://search.sunbiz.org/Inquiry/CorporationSearch/ByName>.
- Photographs of sign structure showing nonconforming nature and physical impediments to compliance.
- If waiver is based on economic hardship, applicant must submit the following:
 - Two (2) estimates from licensed contractors stating the cost of bringing the sign structure into compliance; and
 - Any other information the applicant wished to have considered in connection to the waiver request.

FILING FEES

*Applications filed to correct existing zoning violations are subject to a double fee.

<u>Base Fee</u>	<u>Public Notices</u>	<u>Advertisement</u>
Residential Districts: \$1,161.00	\$7.00 per Addressee	Billed directly to owner/agent
Non-residential Districts: \$1,173.00		

NOTE: City Council may, as a condition of the waiver, specify a time period within which the sign structure shall be required to conform to the requirements of the City’s sign regulations.

AUTHORIZATION

Please review your application. No application will be accepted until all of the requested information has been supplied and the required fee has been paid. The acceptance of an application as being complete does not guarantee its approval by the City Council. The owner and/or authorized agent must be present at the public hearing.

The required public notice signs must be posted on the property within five (5) working days after the filing of this application. Sign(s) must remain posted and maintained until a final determination has been made on the application.

I hereby certify that I have read and understand the information contained in this application, that I am the owner or authorized agent for the owner with authority to make this application, and that all of the information contained in this application, including the attachments, is true and correct to the best of my knowledge.

Owner(s)

Print name: James Machado, President

Signature: 

Applicant or Agent (if different than owner)

Print name: TRACEY DIEHL

Signature: 

Owner(s)

Print name: _____

Signature: _____

**An agent authorization letter is required if the application is made by any person other than the property owner.*

SUBMITTAL

This application must be typed or printed in ink and submitted along with three (3) copies for a total of **four (4) applications**. Each application must include **all required attachments**.

Submit applications to:

Planning and Development Department, Zoning Section
214 North Hogan Street, 2nd Floor
Jacksonville, Florida 32202
(904) 255-8300

EXHIBIT A

Property Ownership Affidavit - Corporation

Date: JUNE 1 2021

City of Jacksonville
Planning and Development Department
214 North Hogan Street, Suite 300,
Jacksonville, Florida 32202

Re: Property Owner Affidavit for the following site location in Jacksonville, Florida:
Address: 9820 HUTCHINSON PARK RE#(s): 120798-0580

To Whom it May Concern:

I James Machado, as PRESIDENT, of Ascension St. Vincent Health System Inc, a corporation organized under the laws of the state of Florida, hereby certify that said corporation is the Owner of the property described in Exhibit 1 in connection with filing application(s) for Sign Setback Waiver & Sign Permits submitted to the Jacksonville Planning and Development Department.

(signature)

[Handwritten Signature]

(print name)

James Machado

Please provide documentation illustrating that signatory is an authorized representative of the corporation; this may be shown through corporate resolution, power of attorney, printout from sunbiz.org, etc.

**STATE OF FLORIDA
COUNTY OF DUVAL**

Sworn to and subscribed and acknowledged before me this 18 day of June 2021, by James Machado as President, of Ascension St. Vincent's Non Profit corporation, who is personally known to me or who has produced [Signature] as identification and who took an oath.

(Signature of NOTARY PUBLIC)

(Printed name of NOTARY PUBLIC)



SHANNON LEE SCOTT
Commission # GG 137348
Expires August 23, 2021
Bonded Thru Budget Notary Services

State of Florida at Large
My commission expires August 23, 2021

Detail by Entity Name

Florida Not For Profit Corporation
ST. VINCENT'S HEALTH SYSTEM, INC.

Filing Information

Document Number N00000002191
FEI/EIN Number 59-3650609
Date Filed 03/31/2000
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED
ARTICLES
Event Date Filed 10/05/2015
Event Effective Date 01/01/2016

Principal Address

1801 Barrs Street Suite 600
JACKSONVILLE, FL 32204

Changed 03/22/2019

Mailing Address

1801 Barrs Street Suite 600
JACKSONVILLE, FL 32204

Changed 03/22/2019

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed 08/17/2017

Address Changed 08/17/2017

Officer/Director Detail**Name & Address**

Title CEO, P

VANOSDOL, THOMAS
1801 Barrs Street Suite 600
JACKSONVILLE, FL 32204

Title CHAIRMAN

Emmanuel Esq., Robert
1801 Barrs Street Suite 600
JACKSONVILLE, FL 32204

Title D

Merrill, J. Collier

EXHIBIT B

Agent Authorization - Corporation

Date: JUNE 1 2021

City of Jacksonville
Planning and Development Department
214 North Hogan Street, Suite 300,
Jacksonville, Florida 32202

Re: Agent Authorization for the following site location in Jacksonville, Florida:
Address: 9820 HUTCHINSON PARK RE#(s): 120798-0580

To Whom it May Concern:

You are hereby advised that James Machado, as PRESIDENT, of Ascension St Vincents Health System Inc., a corporation organized under the laws of the state of Florida, hereby authorizes and empowers Expedite The Diehl LLC (Tracey Diehl, Tara Puntasecca, Damiane Handa) to act as agent to file application(s) for sign setback waiver & sign permits for the above referenced property and in connection with such authorization to file such applications, papers, documents, requests and other matters necessary for such requested change as submitted to the Jacksonville Planning and Development Department.

(signature) [Handwritten Signature]
(print name) James Machado

**STATE OF FLORIDA
COUNTY OF DUVAL**

Sworn to and subscribed and acknowledged before me this 18 day of June 2021, by James Machado, as President of Ascension St. Vincents, a Non Profit corporation, who is personally known to me or who has produced _____ as identification and who took an oath.

[Handwritten Signature]
(Signature of NOTARY PUBLIC)
Shannon Scott
(Printed name of NOTARY PUBLIC)



State of Florida at Large
My commission expires August 23, 2021

ST VINCENTS HEALTH SYSTEM INC
 2 SHIRCLIFF WAY STE 600
 JACKSONVILLE, FL 32204

Primary Site Address
 9820 HUTCHINSON PARK DR
 Jacksonville FL 32225

Official Record Book/Page
 18981-00321

Title #
 7412

9820 HUTCHINSON PARK DR

Property Detail

RE #	120798-0580
Tax District	GS
Property Use	
# of Buildings	1
Legal Desc.	For full legal description see Land & Legal section below
Subdivision	06282 KENDALL TOWN
Total Area	70548

The sale of this property may result in higher property taxes. For more information go to [Save Our Homes](#) and our [Property Tax Estimator](#). 'In Progress' property values, exemptions and other supporting information on this page are part of the working tax roll and are subject to change. Certified values listed in the Value Summary are those certified in October, but may include any official changes made after certification. [Learn how the Property Appraiser's Office values property.](#)

Value Summary

Value Description	2020 Certified	2021 In Progress
Value Method	CAMA	CAMA
Total Building Value	\$0.00	\$5,460,797.00
Extra Feature Value	\$0.00	\$180,780.00
Land Value (Market)	\$1,058,505.00	\$1,058,505.00
Land Value (Agric.)	\$0.00	\$0.00
Just (Market) Value	\$1,058,505.00	\$6,700,082.00
Assessed Value	\$1,058,505.00	\$6,700,082.00
Cap Diff/Portability Amt	\$0.00 / \$0.00	\$0.00 / \$0.00
Exemptions	\$0.00	See below
Taxable Value	\$1,058,505.00	See below

Taxable Values and Exemptions - In Progress

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value

Assessed Value	\$6,700,082.00
Hospitals (504)	- \$6,700,082.00
Taxable Value	\$0.00

SJRWD/FIND Taxable Value

Assessed Value	\$6,700,082.00
Hospitals (504)	- \$6,700,082.00
Taxable Value	\$0.00

School Taxable Value

Assessed Value	\$6,700,082.00
Hospitals (504)	- \$6,700,082.00
Taxable Value	\$0.00

Sales History

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
18981-00321	10/25/2019	\$1,406,100.00	SW - Special Warranty	Qualified	Vacant
00057-00089	4/5/2005	\$100.00	PB - Plat Book	Unqualified	Vacant

Extra Features

LN	Feature Code	Feature Description	Bldg.	Length	Width	Total Units	Value
1	SWSC6	Sprinkler Wet System	1	0	0	13,161.00	\$28,724.00
2	PVACL	Paving Asphalt	1	0	0	31,685.00	\$99,475.00
3	PVCCI	Paving Concrete	1	0	0	2,530.00	\$17,161.00
4	LPCCI	Light Pole Concr	1	0	0	6.00	\$7,316.00
5	LITCL	Lighting Fixtures	1	0	0	6.00	\$5,959.00
6	WMBC1	Wall Masonry/Brick	1	0	0	1,110.00	\$22,145.00

Land & Legal

Land

LN	Code	Use Description	Zoning Assessment	Front	Depth	Category	Land Units	Land Type	Land Value
1	1000	COMMERCIAL	PUD	0.00	0.00	Common	70,567.00	Square Footage	\$1,058,505.00

Legal

LN	Legal Description
1	57-89 12-25-27E 1.62
2	KENDALL TOWN
3	LOT 10

Buildings

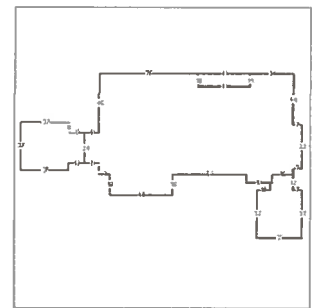
Building 1

Building 1 Site Address
 9820 HUTCHINSON PARK DR Unit
 Jacksonville FL 32225

Building Type	1902 - OUTPATIENT (SURGICAL) CENTER
Year Built	2020
Building Value	\$5,460,797.00

Type	Gross Area	Heated Area	Effective Area
Base Area	12751	12751	12751
Finished Storage	410	0	205
Canopy	1499	0	375
Canopy	1681	0	420
Total	16341	12751	13751

Element	Code	Detail
Exterior Wall	20	20 Face Brick
Exterior Wall	16	16 Frame Stucco
Roof Struct	9	9 Rigid Fr/Bar J
Roofing Cover	12	12 Modular Metal
Interior Wall	5	5 Drywall
Int Flooring	12	12 Hardwood
Heating Fuel	4	4 Electric
Heating Type	4	4 Forced-Ducted
Air Cond	5	5 Chilled Water
Comm Htg & AC	2	2 Htg & AC Zoned
Comm Frame	1	1 A-Fireproof St
Ceiling Wall Finish	5	5 S Cell Wall Fin



Element	Code	Detail
Stories	1.000	
Baths	99.000	
Rooms / Units	36.000	
Avg Story Height	13.000	

2020 Notice of Proposed Property Taxes Notice (TRIM Notice)

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Govt Ex B&B	\$1,058,505.00	\$0.00	\$1,058,505.00	\$8,881.63	\$12,111.31	\$11,603.23
Public Schools: By State Law	\$1,058,505.00	\$0.00	\$1,058,505.00	\$3,304.23	\$3,870.95	\$3,982.63
By Local Board	\$1,058,505.00	\$0.00	\$1,058,505.00	\$1,903.62	\$2,379.52	\$2,294.42
FL Inland Navigation Dist.	\$1,058,505.00	\$0.00	\$1,058,505.00	\$24.84	\$33.87	\$32.39
Water Mgmt Dist. SJRWMD	\$1,058,505.00	\$0.00	\$1,058,505.00	\$187.38	\$242.08	\$242.08
Gen Gov Voted	\$1,058,505.00	\$0.00	\$1,058,505.00	\$0.00	\$0.00	\$0.00
School Board Voted	\$1,058,505.00	\$0.00	\$1,058,505.00	\$0.00	\$0.00	\$0.00
			Totals	\$14,301.70	\$18,637.73	\$18,154.75
Description	Just Value	Assessed Value	Exemptions	Taxable Value		
Last Year	\$846,804.00	\$776,237.00	\$0.00	\$776,237.00		
Current Year	\$1,058,505.00	\$1,058,505.00	\$0.00	\$1,058,505.00		

PREPARED BY AND RETURN TO:
Christine T. Adams, Esq.
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1300
Jacksonville, Florida 32207

Property Appraiser's I.D. Number: 120798-0580
CH19-027433101

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 26th day of October, 2019, between GL NATIONAL, INC., a Florida corporation, successor by merger to SWD National, Inc. ("Grantor"), and ST. VINCENT'S HEALTH SYSTEM, INC., a Florida not-for-profit corporation ("Grantee"), whose address is Attn: Property Manager, 2 Shircliff Way, Suite 600, Jacksonville, Florida 32204.

WITNESSETH:

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

See Exhibit "A" attached hereto and by reference made a part hereof (hereinafter the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property.

Together with 15,000 square feet of ITE 650 development rights allocated to the Property pursuant to that certain Thirteenth Allocation of Development Rights - Kendall Town Center, executed by Grantor in favor of Grantee and recorded contemporaneously herewith (the "Allocation").

This conveyance is made subject to the Restrictive Covenants below and the permitted exceptions listed on Exhibit "B" attached hereto and by this reference made a part hereof (the "Permitted Exceptions").

And, except for the Restrictive Covenants and Permitted Exceptions, Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

RESTRICTIVE COVENANTS

The Property may only be developed and operated for development of the Property for a free standing emergency department, medical uses, and/or medical office uses (but expressly excluding any pharmacy operation prohibited under the Protective Covenants, as defined below) containing a maximum of 15,000 square feet of enclosed space, including, without limitation, medical offices, pathological, diagnostic, cardiac catheterization and/or reference laboratory, an

urgent care facility, a surgical center, an outpatient surgical facility or any other medical facility which offers operating rooms and recovery rooms, and x-rays, CT scans, MRIs, mammograms, ultra sounds, sonograms and other medical imaging, and subject to Grantor's repurchase option set forth below, future office uses to the extent permitted under the City of Jacksonville, Florida PUD zoning ordinance (the "PUD") and Fair Share Assessment Application and Contract with the City of Jacksonville, Florida (the "Development Agreement") applicable to the Property. A Notice of Fair Share Assessment Contract evidencing the Development Agreement has been recorded at Official Records Book 10458, page 1369 current public records of Duval County, Florida. This restrictive covenant shall remain in effect for twenty (20) years from recording of this Deed or so long as the Development Agreement is in effect, whichever is longer. In the event that Grantee or its successor or assign has not commenced construction of a building for a use described herein on the Property on or before thirty-six (36) months after recording of this Deed in the public records of Duval County, Florida (which shall include the pouring of the foundation for such building), then Grantor shall have the right and option exercisable at its sole discretion by delivering written notice to Grantee or its successor or assign ("Recapture Notice") at any time after the third anniversary of the recording of this Deed in the public records of Duval County, Florida, and until the Grantee or its successor or assign has commenced construction of such building on the Property, to repurchase the Property from Grantee, or its successor in title, for the purchase price paid by Grantee to Grantor for the Property. In connection with such repurchase, the Grantee or its successor or assign shall pay the documentary deed stamps and the costs of a title insurance policy insuring the Grantor as the owner of the Property and the Grantor shall pay the recording costs of the deed. Upon commencement of construction of the Grantee's or its successor's or assign's contemplated improvements, Grantor agrees that upon the request of the Grantee or its successor or assign, Grantor shall record an instrument in the public records of Duval County, Florida confirming that its repurchase rights have been terminated hereunder. Notwithstanding the foregoing, Grantor's rights under this paragraph shall expire if not exercised within five (5) years after the recording of this Deed in the public records of Duval County, Florida.

Grantee, for itself, its successors and assigns, by acceptance of this Deed, which acceptance shall be evidenced by recordation of this Deed, covenants that the use of the Property shall be restricted such that none of the Property shall be developed and/or operated as a site for a pharmacy to the extent prohibited under the Covenants for Kendall Town Center East of record in Book 11796, Page 2186, as amended by First Amendment recorded in Official Records Book 12417, Page 359, as affected by Partial Assignment of Developer's Rights and Obligations recorded in Official Records Book 15807, page 1821 all of the current public records of Duval County, Florida (the "Protective Covenants").

The provisions of these restrictive covenants touch and concern the Property and shall constitute a covenant remaining in effect and running with the land. The Grantor reserves the right, with the prior written approval of Grantee, to modify or amend the terms and conditions contained in these restrictive covenants, and the right, without the prior approval of Grantee, to waive or release any or all of said terms and conditions; provided, however such modifications, amendments, waivers or releases shall have no force or effect unless recorded in the public records of Duval County, Florida.

(the remainder of this page intentionally left blank)

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer all as of the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Susan Fulginiti
Print Name: Susan Fulginiti

Debra Malcolm
Print Name: Debra Malcolm

GL NATIONAL, INC., a Florida corporation

By: [Signature]
Name: Drew D. Frick
Title: President

Address 9540 San Jose Boulevard
Jacksonville, Florida 32257

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23 day of October, 2019, by Drew D. Frick, the President of GL NATIONAL, INC., a Florida corporation, on behalf of the corporation. He is personally known to me.

[Signature]
Notary Public, State of Florida
Name: Melissa A. Yuhns
My Commission Expires 10-22-23
My Commission Number is: 56355841



Exhibit "A" - Legal Description

Exhibit "B" - Permitted Exceptions

EXHIBIT "A"

LOT 10, AS SHOWN ON THE PLAT OF KENDALL TOWN, AS RECORDED IN PLAT BOOK 57, Pages 89, 89A THROUGH 89E, INCLUSIVE OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

JAX0013626_1

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EXHIBIT "B"

1. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable, and taxes and assessments levied and/or assessed subsequent to the date hereof.
2. Easement reserved in Ordinance 76-1065-541.
3. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Kendall Town, a subdivision recorded in Plat Book 57, Page 89, 89A through 89E, Public Records of Duval County, Florida.
4. Twenty foot (20') JEA Utility Easement, as shown on Plat of Kendall Town, recorded in Plat Book 57, Page 89 through 89E, as affected by Use and Hold Harmless Agreement recorded in Official Records Book 12281, Page 2152 and re-recorded in Official Records Book 12351, Page 1380, all of the Public Records of Duval County, Florida.
5. Terms, covenants, conditions, restrictions, easements, assessments and possible liens created by and set forth in the Declaration recorded May 11, 2004, in Official Records Book 11796, Page 2186, First Amendment recorded in Official Records Book 12417, Page 359, as affected by Partial Assignment of Developer's Rights and Obligations recorded in Official Records Book 15807, Page 1822, all of the Public Records of Duval County, Florida, including, but not limited to one or more of the following: provisions for private charges or assessments; liens for liquidated damages; and/or option, right of first refusal or prior approval of a future purchaser or occupant.
6. Declaration Establishing Procedures recorded in Official Records Book 11796, Page 2217, Public Records of Duval County, Florida.
7. Terms and conditions of Declaration of Cross Access Easement recorded in Official Records Book 18176, Page 1778.
8. Letter of Authorization/Hold Harmless/Release recorded in Official Records Book 18646, Page 1098. (as to Cross Access Easement)
9. Non-Exclusive Grant of Easement (Sewer Utilities) between GL National, Inc., and St. Vincent's Health Systems, Inc. to JEA recorded simultaneously herewith.
10. Thirteenth Allocation of Development Rights - Kendall Town Center, recorded simultaneously herewith.

Prepared by and return to:
Brian Dawes
Edwards Cohen
200 W. Forsyth Street, Suite 1300
Jacksonville, Florida 32202

RE Parcel #: 120798-0580

**USE AND HOLD HARMLESS
AGREEMENT
(JEA Easement)**

June THIS USE AND HOLD HARMLESS AGREEMENT ("Agreement") is made this 3rd day of June, 2020, between ST. VINCENT'S HEALTHCARE SYSTEM, INC., a Florida not-for-profit corporation whose address is 2 Shircliff Way, Suite 600, Jacksonville, FL 32204 (the "Owner"), and JEA, a body politic and corporate with offices at 21 West Church Street, Jacksonville, Florida 32202 ("JEA").

RECITALS:

- A. Owner is the owner of certain property commonly known as 9820 Hutchinson Park Drive, Jacksonville, FL 32225 and more particularly described on Exhibit A attached hereto (the "Property").
- B. JEA is the owner and holder of that certain Non-Exclusive Grant of Easement dated October 25, 2019, recorded in Official Records Book 18981, Page 313, public records of Duval County, Florida (the "Easement") (the portions of the Property encumbered by the Easement are hereinafter referred to as the "Easement Area").
- C. Owner plans to use portions of the Easement Area by constructing signs, a parking area with travel lanes, landscaping and other improvements to serve a development on the Property (collectively, the "Improvements") as depicted on the plans attached hereto as Exhibit B (the "Plans").
- D. Owner, for itself, its successors and assigns is willing to indemnify, defend and hold JEA harmless from damages and expenses which JEA may incur as a result of such use and certain other conditions, as more particularly provided in this Agreement.
- E. The purpose of this Agreement is to set forth the terms and conditions under which JEA has granted permission to Owner to construct, operate and maintain the Improvements on the Easement Area.

NOW THEREFORE, for Ten and No/100 Dollars (\$10.00) and in consideration of the premises and of the mutual covenants contained herein, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. JEA hereby permits Owner, its agents, tenants, contractors, employees, invitees, licensees, successors and assigns to construct and use the Improvements upon the Easement Area in accordance with the Plans and further subject to all terms and conditions of this Agreement. Any material revisions to the Plans that affect the Easement Area shall require JEA's consent, not to be unreasonably withheld.

2. Owner shall not interfere with JEA's use of the Easement or otherwise conduct any activities in violation of the Easement. In the event of any such interference or violation, Owner, upon receipt of notice and description of such interference or violation from JEA shall cause any such interference to cease and modify its use of the Easement Area as may be reasonably required to prevent such interference in the future. If Owner fails or is unable to cure such interference or violation within fifteen (15) days of receipt of JEA's notice, JEA may terminate this Agreement. Provided, however, and notwithstanding any other terms in this Agreement, JEA may suspend or temporarily terminate all or a portion of Owner's use of the Improvements and Easement Area: (a) immediately, without prior notice to Owner, during emergency situations requiring immediate repairs to JEA's equipment and facilities within the Easement until such time as the emergency is resolved, and (b) upon not less than five (5) days' prior written notice for the purpose of any scheduled maintenance or repair of JEA's equipment and facilities within the Easement Area until such time as the maintenance or repair is completed. Should removal or relocation of the Improvements become necessary in JEA's sole discretion, any such removal, relocation, and/or rebuilding of the Improvements will be performed by Owner at its sole expense. Notwithstanding the foregoing, in the event that JEA determines, in its sole and absolute discretion, that circumstances require the immediate removal of the Improvements, JEA shall have the right to perform the removal of the Improvements, with the reasonable costs incurred by JEA for such removal to be reimbursed by Owner.

3. Owner and JEA acknowledge and agree that JEA shall have the right to expand its use of the Easement Area in the future in accordance with the terms of the Easements, including but not limited to the addition of additional utilities, equipment and facilities. In the event that JEA decides, in JEA's sole and absolute discretion, that Owner's use of the Easement Area pursuant to this Agreement is inconsistent with JEA's current or future use of the Easement Area in accordance with the terms of the Easements, JEA shall have the right to reasonably modify Owner's use of the Easement Area in accordance with JEA's current or future use. In the event Owner is unwilling or unable to modify its use of the Easement Area pursuant to this paragraph, JEA may terminate the Agreement upon written notice to the Owner.

4. Owner shall be solely responsible for maintenance and upkeep associated with the Improvements, and Owner agrees to repair any damages to the Easement Area resulting from Owner's uses and the Improvements, including but not limited to alteration of topography or drainage and replacement of grass and landscaping, unless such alteration is pursuant to and consistent with the terms of this Agreement. In addition to the foregoing, Owner shall be solely responsible for any damages to the Improvements and/or landscaping resulting from JEA's reasonable and proper use and activities within the Easement Area in accordance with the terms of the Easement.

5. Owner hereby indemnifies and holds JEA harmless from and against any and all damages, claims, actions, costs, losses and expenses incurred in connection with the injury or death of any person, or damage to the property of any person arising out of or in connection with the use by Owner or its agents, tenants, contractors, employees, invitees or licensees of the Easement Area or rights granted by this Agreement, except for claims, actions, costs, losses and expenses arising from the gross negligence or willful act or omission of JEA or its agents, contractors, servants or employees.

6. Before starting construction of the Improvements as provided for in this Agreement, and without limiting its liability under this Agreement, Owner will procure and maintain during the construction and development of the Improvements, at Owner's sole expense, insurance of the types and in the minimum amounts stated below:

<u>Type of Insurance</u>	<u>Amount of Insurance</u>
Workman's Compensation - Florida Statutory Coverage and Employers Liability (including appropriate federal acts)	\$500,000.00 each accident
Commercial General Liability for Premises – Operations Products – Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage	\$1,000,000.00 each occurrence – \$2,000,000.00 annual aggregate for bodily injury and property damage/combined single limit
Automobile Liability – All autos owned, hired or non-owned	\$1,000,000.00 each occurrence/combined single limit

Upon completion of the Improvements, Owner, its successors or assigns, shall only be required to maintain a Commercial General Liability, Broad Form Property Damage policy of insurance in amounts equal to \$1,000,000 each occurrence / \$2,000,000 annual aggregate. Prior to commencing any repair of the Improvements, Owner, its successors or assigns shall deliver prior notice to JEA together with evidence of the additional insurance coverages detailed above.

7. Owner, as fee title holder of the Property, shall be responsible for the existence or storage of any hazardous substances, materials, or wastes by Owner; as defined in 49 CFR 171-172, 40 CFR 260-265, 29 CFR 1910, 40 CFR 302 and by any other federal, state or local law, rule or regulation. Owner, will pay, at its sole expense, the entire cost for removal or correction of any such waste, substance, material, or condition, created or caused by Owner.

8. Owner shall not install any additional improvements, other than the Improvements specifically permitted herein, on the Easement Area without written permission from JEA.

9. Any waiver at any time by JEA of its rights with respect to Owner or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.

10. The rights and obligations contained within this Agreement shall run with the land and inure to, and be for the benefit of, Owner and JEA, their respective successors and assigns, and the tenants, subtenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such parties.

11. Any notice, demand, or request required or authorized by this Agreement shall be deemed properly given if mailed postage prepaid to the following addresses, or to such other locations that either party may designate in writing:

To JEA: JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attention: Director, Real Estate Services