

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made on _____, 2023, between SBPS # 3 JI LLC, a Florida limited liability company, whose address is 323 St. Johns Forest Boulevard, St. Johns, Florida, 32259 (“Seller”), and CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, whose address is 117 West Duval Street, Jacksonville, Florida 32202 (“Buyer”). \

RECITALS:

WHEREAS, Seller is the owner of certain parcels of real property located at 865 Golfair Boulevard (R.E. No.: 031960-0000) in Duval County, Florida, being more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, the “Property”), and

WHEREAS, City intends to acquire the Property for public use subject to the terms and conditions set forth herein.

IN CONSIDERATION of the mutual covenants of the parties in this Agreement, \$10 paid in hand, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. AGREEMENT TO SELL AND CONVEY

Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions of this Agreement the Property together with all hereditaments pertaining to the property, including all subsurface rights, all development rights, any right, title, and interest of Seller to adjacent streets, roads, alleys, or rights-of-way, and any easements, express or implied, benefitting the property.

2. PURCHASE PRICE; ESCROW AGENT

- a. The purchase price to be paid by Buyer to Seller for the Property is ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000) in immediately available United States funds (the “Purchase Price”), paid to the law firm of Edwards Cohen, 200 W. Forsyth Street, Suite 1300, Jacksonville, Florida 32202 (“Escrow Agent”) at Closing by wire transfer or City warrant to Escrow Agent. Subject to the terms of this Agreement, Seller shall deliver the property free and clear of any mortgage liens, and free of hazardous or environmental conditions. There is no deposit due from Buyer.
- b. The payment of the Purchase Price to the Escrow Agent at Closing shall be subject to the following provisions:
 - (i) The payment of the Purchase Price to Escrow Agent is for the accommodation of the parties. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize Escrow Agent, without creating any obligation on the part of Escrow Agent in the event this Agreement or the Purchase Price becomes involved in litigation, to deposit the Purchase Price with the clerk of the court in which the litigation is pending and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorizes Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Purchase Price with the

clerk of the court and thereupon Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

- (ii) Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice or instruction is given.
- (iii) Escrow Agent shall not be liable to any party except for claims resulting from the negligence or willful misconduct of Escrow Agent. If the escrow is the subject of any controversy or litigation, the parties to the Agreement shall be responsible for any and all loss, cost, damage, liability or expense, including costs of reasonable attorneys' fees to which Escrow Agent may be put or which Escrow Agent may incur by reason of or in connection with such controversy or litigation for which they are legally responsible.
- (iv) The provisions of this paragraph apply to Escrow Agent only in his or her capacity as Escrow Agent. They do not apply to Escrow Agent in any other capacity, such as closing agent, title agent, or attorney.

3. APPROVAL OF THE JACKSONVILLE CITY COUNCIL

This Agreement is not effective until the date the Jacksonville City Council approves it and it is duly executed by the Mayor ("Effective Date"). If the Jacksonville City Council does not approve this Agreement, this Agreement shall be void and of no force and effect, and the parties shall owe no obligations to each other under the provisions of this Agreement.

4. DUE DILIGENCE PERIOD AND CONTINGENCIES

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

Within 5 days after the Effective Date, to the extent any of the following are in actual possession of the Seller, Seller shall deliver to Buyer:

- (i) Copy of any existing boundary survey of the Property.
- (ii) Copy of any existing environmental site assessment(s) of the Property, including but not limited to, a Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, and/or soil and groundwater testing and analyses reports. To the extent that such reports were prepared for the Seller, the Seller shall obtain a reliance letter from the author of the environmental report(s) listing the Buyer as a user of the report(s). If the site assessment identifies any environmental concerns the provisions of paragraph 5.c. shall apply.
- (iii) Copy of any existing correspondence, survey or report related to the presence or absence of threatened or endangered species located on the Property, including but not limited to bald eagles nests and gopher tortoises. If a permit exists for development within proximity to an eagle's nests or over gopher tortoise areas and the terms of the permit(s) are acceptable to Buyer, in Buyer's sole discretion, then Seller shall take all action necessary to transfer the permit(s) to Buyer at Closing.

- (iv) Copy of any existing correspondence, survey or report related to the presence or absence of wetlands located on the Property.
 - (v) Copy of any existing correspondence, survey or report related to the presence of mold, asbestos, lead-based paint or radon associated with any structures located on the Property.
 - (vi) Copy of any correspondence, survey or report related to geotechnical testing or subsurface investigation.
 - (vii) Copy of any existing appraisal for the Property.
 - (viii) Copies of any contracts, leases, or other written documents applicable to the Property, and summaries of any oral agreements, such as rights of first refusal or first offer, relating to the Property. All contracts, leases, or other agreements encumbering the Property shall be cancelled by Seller at or prior to Closing unless otherwise agreed to in writing by Seller and Buyer.
 - (ix) Copy of the most recent title commitment or title insurance policy on the Property in possession of Seller.
- b. Due Diligence Period.** Buyer shall have Forty-Five (45) days after the Effective Date within which to inspect the Property (the “Due Diligence Period”). Buyer shall have the right, at reasonable times during the Due Diligence Period, to enter the Property and undertake all investigations that Buyer deems necessary to fully evaluate the Property including, specifically, the right to:
- (i) Obtain environmental audits of the Property and to contact or have its environmental consultants contact the Florida Department of Environmental Protection, the United States Environmental Protection Agency, and any other similar governmental authority to determine whether the files and records of those agencies include records indicating that the Property is or has been contaminated;
 - (ii) Inspect the Property for evidence of hazardous or other toxic waste contamination or contamination by fuels, oils, or other similar substances;
 - (iii) Inspect the Property and potentially collect samples related to the presence or absence of wetlands, threatened or endangered species, mold, radon, lead-based paint and/or asbestos-containing materials;
 - (iv) Obtain soil and groundwater samples for physical or laboratory analysis;
 - (v) Review title to the Property, including a survey; and,
 - (vi) Undertake such other inspections of the Property as it deems necessary.

Seller shall fully cooperate with Buyer in connection with Buyer’s inspection of the Property. If Buyer terminates the Agreement during the Inspection Period, Buyer shall return the Due Diligence materials delivered to Seller.

- c. **Buyer's Due Diligence Responsibilities and Obligations.** In conducting any inspections, investigations, or tests on the Property, Buyer, its agents and representatives shall repair any damages to the Property as a result of the inspection or tests by returning the Property to at least the same physical conditions as it was prior to the Buyer's activities. Buyer shall be responsible for any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by Buyer and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by Buyer or its agents or contractors. Buyer's obligations contained in this section shall survive the termination of this Agreement.
- d. **Post Due Diligence Period.** After the expiration of the Due Diligence Period, and so long as Buyer has not terminated this Agreement, Buyer shall continue to have the right to conduct its inspections and evaluations.
- e. **Termination by Buyer.** Buyer has the right at any time during the Due Diligence Period to terminate this Agreement if (i) Buyer determines that the Property is not acceptable to Buyer in Buyer's sole discretion or (ii) for no reason at all. If Buyer elects to terminate this Agreement during the Due Diligence Period, Buyer shall provide written notice to Seller on or before the expiration of the Due Diligence Period and this Agreement shall stand terminated and the parties shall have no further rights or obligations under the provisions of this Agreement except for those that expressly survive termination.

5. **TITLE AND SURVEY**

a. **Title.**

- (i) No more than twenty (20) days after the Effective Date, Buyer shall obtain at its cost a commitment for an owner's title insurance policy from a title agent and title insurance underwriter acceptable to Buyer (the "Title Company"), agreeing to issue to Buyer upon the recording of the Deed provided for in this Agreement, an ALTA fee policy of title insurance Form B with Florida revisions in the amount of the Purchase Price insuring Buyer's title to the Property (the "Title Commitment"), as well as survey and contiguity endorsements.
- (ii) No more than fifteen (15) days after receipt of last of the Title Commitment and the Survey, as defined herein, Buyer shall notify Seller in writing of any conditions, defects, encroachments or other objections to title or Survey not acceptable to Buyer. Seller shall have a period of ten (10) days after receipt of Buyer's title objection letter in which to elect in writing whether to cure the title and survey objections; provided, however, that Seller is not obligated to cure or institute any litigation to cure the objections, other than liens arising through Seller and removable by the payment of money, which Seller shall be obligated to pay from its proceeds at closing. If Seller elects to cure the title objections, Seller shall use good faith efforts to cure such objections to title or survey within thirty (30) days after its election. If Seller elects not to cure such title objections, within thirty (30) days after Seller's response, Buyer may (i) refuse to purchase the Property and terminate this Agreement; (ii) waive the objections and close the purchase of the Property subject to the objections, with a mutually agreeable reduction of the Purchase Price; (iii) waive the objections and close the purchase of the Property subject to the objections without a reduction of Purchase Price. If Seller is unable to cure the title objections after using good faith efforts, then in addition to the elections above, Buyer may allow Seller

additional time to cure the objections, after which Buyer shall continue to have all of its elections provided in this paragraph.

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

b. **Survey.** Within thirty (30) days after the Effective Date, Buyer may obtain at its cost a new survey of the Property (the "Survey"). The Survey shall be certified to Seller, Seller's attorney, the Title Company, the Title Agent, and Buyer, shall meet or exceed Standards of Practice for Surveying, in the State of Florida set forth by: Chapter No. 5J-17 (.050-.052) of the Florida Administrative Code (FAC), and will show and describe the exterior boundaries and corner markers or monuments of the Property, the size and location of all improvements and structures upon the Property, any encroachments, easements, rights-of-way or other conditions to which the Property is subject, and the legal description and the area of the Property.

c. **Environmental Assessments.**

If an environmental site assessment obtained by Buyer during the Due Diligence Period confirms the presence of hazardous substances or petroleum products on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement.

6. **CLOSING PROVISIONS**

a. **Closing Date.** The transfer of the Property in the manner contemplated by this Agreement (the "Closing") shall take place within Thirty (30) days after expiration or waiver of the Due Diligence Period (the "Closing Date").

b. **Location of Closing.** Closing shall occur at the offices of Escrow Agent at a time and date of Buyer's choosing. It shall not be a requirement of closing that either Buyer or Seller appear in person as either party execute and deliver the required closing documents to the closing agent to be held in escrow prior to the Closing Date.

c. **Conditions to Buyer's Obligation to Close.**

Buyer's obligation to close is subject to the satisfaction or waiver, as of the Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by Buyer at or prior to the Closing):

(i) The representations and warranties of Seller set forth in this Agreement shall be true as of the date of Closing.

(ii) Seller shall have complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller as of the Closing.

(iii) The Title Commitment shall be marked down at Closing subject only to exceptions accepted by Buyer.

(iv) If Seller is selling in a representative capacity, Seller shall have executed the beneficial interest affidavit as required by Section 286.23, Florida Statutes at least ten (10) days prior to Closing in the form attached as Exhibit "B".

d. Seller's Obligations at Closing. At Closing Seller shall:

- (i) Execute, acknowledge, and deliver to Buyer a general warranty deed in recordable form (the "Deed") in substantially the same form as attached as **Exhibit "C,"** conveying the Property to Buyer subject only to the exceptions accepted by Buyer.
- (ii) Execute and deliver to Buyer an assignment of all contracts, licenses, leases (that are not canceled by Closing Date, if any), and other similar intangibles or rights pertaining to the Property that Buyer has elected to accept, and any SNDAs that may be required.
- (iii) Deliver to the Title Company evidence satisfactory to it of Seller's authority to execute and deliver the documents reasonably necessary to complete this transaction.
- (iv) Deliver to the Title Company and to Buyer an affidavit of possession and no liens satisfactory to the Title Company enabling it to remove the construction lien and parties-in-possession standard exceptions from the Title Commitment.
- (v) Deliver to the Title Company all other documents required under the Title Commitment to permit the Title Company to issue its policy to the Buyer subject only to the exceptions accepted by Buyer.
- (vi) Deliver to the Title Company a certificate that Seller is not a foreign person in accordance with Section 1445 of the Internal Revenue Code.
- (vii) Deliver to Buyer originals (if available) or copies (if originals are not available) of all licenses and permits applicable to the Property and execute and deliver to Buyer any application, transfer form or notification given to Seller by Buyer necessary to transfer to Buyer all applicable permits if transfer is requested by Buyer.
- (viii) Execute and deliver the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement.

e. Buyer's Obligations at Closing.

- (i) Subject to the terms of this Agreement, and at the same time as the performance by Seller of its obligations under this Agreement, Buyer shall make payment to the Escrow Agent by wire transfer or City warrant, in an amount equal to the Purchase Price after credits and prorations, for delivery to Seller on Seller's performance of its obligations.
- (ii) Buyer shall execute and deliver the closing statement and any other documents reasonably required to complete the transaction contemplated by this Agreement.

f. Closing Costs.

- (i) At Closing, Seller shall pay:

- (a) The cost of satisfying any liens or encumbrances against the Property;

- (ii) Buyer shall pay:

- (a) All costs incurred in obtaining the Survey;
 - (b) The insurance premium for the Title Policy;

- (c) The cost of the Title Commitment;
- (d) The cost of recording the Deed; and
- (e) All costs incurred for Buyer's inspections of the Property.

(iii) Each party shall pay any fees incurred by it for legal or other consultants outside of closing.

(iv) The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax.

g. Prorations.

(i) Amounts payable under any contracts and leases assigned to Buyer pursuant to the terms of this Agreement shall be prorated as of 12:00 a.m. on the date of Closing, with the date of Closing belonging to Buyer.

(ii) All remaining bills of every nature relating to the Property, including those for labor, materials, services, and capital improvements incurred by Seller for the period ending at 12:00 a.m. on the date of Closing shall be paid by Seller.

h. Real Estate Taxes.

Ad valorem real estate taxes on the Property shall be escrowed at closing as provided in §196.295, F.S.

i. Possession.

Exclusive possession of the Property shall be delivered to Buyer at Closing free and clear of any existing tenants, squatters, or unauthorized occupants.

j. Title Checkdown.

Prior to disbursement of the proceeds of Closing the Title Company shall mark down the Title Commitment by indicating satisfaction of all requirements, deleting all but the exceptions to which Buyer has not objected, and changing the effective date of the Title Commitment to the date and time of recording of the Deed to the Buyer.

7. DEFAULT

a. Default by Seller.

If Seller defaults under the provisions of this Agreement Buyer may, at Buyer's election (i) waive the default and proceed to Closing; (ii) seek specific performance, or if Seller has made specific performance an impossible remedy, then seek damages at law; or (iii) refuse to close, terminate this Agreement and receive a return of the Purchase Price paid to Escrow Agent, if any, and the parties shall have no further rights or obligations under this Agreement (except as to those that expressly survive termination).

b. Default by Buyer.

If Buyer defaults under the provisions of this Agreement, Seller's sole remedies are to (i) terminate this Agreement or (ii) seek damages at law.

8. BROKERAGE COMMISSIONS

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

9. OTHER CONTRACTUAL PROVISIONS

a. Assignability.

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

b. Survival.

The provisions of this Agreement shall survive Closing for a period of one (1) year.

c. Notices.

Any notices to be given to either party in connection with the provisions of this Agreement must be in writing and given by hand delivery, by reputable overnight courier, or certified mail, return receipt requested. A notice is effective when received, except if a party fails or refuses to collect certified mail, the notice shall be effective on the date the second delivery is attempted, whether or not the party collects the certified mail after the second delivery attempt. The addresses for notices are as follows or as otherwise designated in writing:

To Buyer:

Department of Parks, Recreation and Community Services
214 N. Hogan Street, 4th Floor
Jacksonville, Florida 33202
Attn: Director

With a Copy to:

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

Corporation Secretary
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

To Seller:

SBPS # 3 JI, LLC
323 St. Johns Forest Blvd.
St. Johns, Florida 32259

With a Copy to:

Paul M. Harden, Esq.
Harden Law Offices
1431 Riverplace Boulevard, Suite 901
Jacksonville, Florida 32207-9103

d. Representations and Warranties of Seller.

Seller makes the following representations and warranties to Buyer:

- (i) Action of Seller. Seller has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes the valid and binding obligation and agreement of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors.
- (ii) No Violations of Agreements. Neither the execution, delivery or performance of this Agreement by Seller, nor Seller's compliance with the terms and provisions of this Agreement, will result in any breach of the terms, conditions or provisions of, or conflict with or constitute a default under, or result in the creation of any lien, charge or encumbrance upon its Property pursuant to the terms of any indenture, mortgage, deed of trust, note, evidence of indebtedness or any other agreement or instrument which will bind Seller or the Property at Closing.
- (iii) Pending Actions. To Seller's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller which, if adversely determined, would individually or in the aggregate materially interfere with the consummation of the transactions contemplated by this Agreement.
- (iv) No Bankruptcy Proceedings. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, or (iv) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets.
- (v) Compliance with Laws. To Seller's knowledge, Seller has received no written notice alleging any material violations of law, municipal or county ordinances or other legal requirements with respect to the Property or any portion thereof, which violation or alleged violation has not been corrected.
- (vi) Condemnation. To Seller's knowledge, Seller has received no written notices of any pending or threatened condemnation or eminent domain proceeding against the Property.
- (vii) Leases. There are no leases to which Seller is a party affecting the Property.
- (viii) Other Agreements. Seller has not entered into any contract or agreement with respect to the Property which will be binding on Buyer after the Closing.
- (ix) Not a Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

- (x) None of the Sellers is a Person with whom U.S. Persons are restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) or other similar governmental action.
- (xi) Employees. Seller has no employees or employment agreements or collective bargaining agreements at the Property for which Buyer will be responsible after the Closing.
- (xii) Environmental Liability. To Seller’s knowledge (i) there are no Hazardous Materials (as defined below) on, within, under or upon the Property, in amounts or of kinds that in their current condition pose a threat to human health or the environment or pose a risk of liability under Hazardous Materials Laws; and (ii) there are no underground storage tanks within the Property. Seller does hereby assign to Buyer (effective at and as of the Closing Date) any and all environmental warranties, indemnification agreements and rights of action Seller may have against third parties (if any) relating to the presence of any such hazardous substances or underground tanks to the extent assignable. As used herein, “**Hazardous Materials**” shall mean and include, but shall not be limited to any petroleum product, all hazardous or toxic substances or wastes and any substances or organisms (including any mold or fungi) which because of their quantitated concentration, chemical, or active, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to the health, safety or welfare of the general public or of any occupants of the Improvements or to the environment, including, without limitation, any hazardous or toxic waste or substances which are included under or regulated by any applicable law or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1802; the Resource Conservation and Recovery Act, 42 U.S.C. §9601, et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Clean Air Act 42 U.S.C. §7401 et seq.; the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and similar state laws and regulations adopted thereunder (collectively, “**Hazardous Materials Laws**”).

e. Timeliness.

If the deadline or date of performance for any act under the provisions of this Agreement falls on a Saturday, Sunday, or City legal holiday the date shall be extended to the next business day.

f. Entire Agreement; Modifications.

This Agreement contains the entire agreement between the parties. All prior agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. This Agreement cannot be modified or terminated except by an instrument in writing.

g. Applicable Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

h. Headings.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

i. Counterparts.

This Agreement may be executed in several counterparts, each constituting a duplicate original. All such counterparts shall constitute one and the same agreement.

j. Interpretation.

Whenever the context of this Agreement shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter and vice versa. This Agreement was drafted through the efforts of both parties and shall not be construed in favor of or against either party.

k. Severability.

If any provision of this Agreement is held invalid, illegal or unenforceable and the unenforceability of the provision does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, such invalidity, illegality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

l. Risk of Loss.

All risk of loss or damage to the Property until the Closing shall be borne by Seller.

m. Recording.

This Agreement shall not be recorded.

n. Waiver.

Each party reserves the right to waive in whole or part any provision which is for that party's benefit. Any waiver must be in writing and shall be limited to the matter specified in the writing. No waiver of one provision or default shall be considered a waiver of any other provision or subsequent default, and no delay or omission in exercising the rights and powers granted in this Agreement shall be construed as a waiver of those rights and powers.

o. Time of Essence.

Time is of the essence of this Agreement.

p. Full Compensation.

Seller and Buyer agree that all claims for compensation and damages related in any way to City's acquisition of the Property are identified and included in the Purchase Price of \$1,800,000 including, without limitation, all attorney's fees, costs, business damages, and

non-monetary benefits (including attorney's fees associated with any claimed nonmonetary benefits), or any other fees, costs, or damages available to Seller under Chapter 73 & 74, Florida Statutes, 5th Amendment, U.S. Constitution or any other applicable laws.

*The remainder of this page has been intentionally left blank by the parties.
Signature pages to immediately follow.*

IN WITNESS WHEREOF, the parties have executed this Agreement the date set forth above.

SELLER:

SBPS # 3 JI, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

CITY OF JACKSONVILLE

Donna Deegan, Mayor

ATTEST:

James R. McCain, Jr., Corporation
Secretary

Approved as to Form
As to City Only

Office of General Counsel

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Exhibit "A" to Real Estate Purchase Agreement

This property includes RE#'s 031960-0000. A survey approved by the City Surveyor will be used at closing.



*The City of Jacksonville provides no warranties, expressed or implied, concerning the accuracy, completeness, or reliability of suitability of this location map for any particular use.

RE# 031960-0000

A part of Tract "C" as shown on plat of GOLFAIR MANOR UNIT ONE, recorded in Plat Book 24, pages 79, 79A, and 79B, of the current public records of Duval County, Florida, and more particularly described as follows: Commencing at the most Southerly corner of Lot 1, Block 1, of said Golfair Manor Unit One; thence run South 3 degrees 02 minutes 40 seconds East along the Easterly boundary line of said Tract "C", said line also being the Westerly right-of-way line of relocated Davis Street (A 60 foot right-of-way) a distance of 213.12 feet to the point of beginning; thence continue South 3 degrees 02 minutes 40 seconds East 130 feet to the Northerly right-of way line of Golfair Boulevard (right-of-way varies in width); thence run North 68 degrees 00 minutes 10 seconds West along said Northerly right-of-way line a distance of 140 feet to a point; thence run North 3 degrees 02 minutes 40 seconds west distance of 130 feet to a point; thence run South 68 degrees 00 minutes 10 seconds East a distance of 140 feet to the point of beginning.



**Public Disclosure Act
Disclosure Affidavit**

(Exhibit "B" to Purchase and Sale Agreement)

STATE OF FLORIDA

COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, deposes and says that he/she is the _____ of Name of partnership, limited partnership, corporation, trust or any form of representative capacity specified, holding title to real property described in Exhibit D-1 attached hereto and made a part hereof, and hereby certifies that the names and addresses listed in Exhibit D-2 attached hereto and made a part hereof are the names and addresses of every person having a beneficial interest in said real property, however small or minimal, and does hereby file this Affidavit for the purpose of complying with the provisions of Section 286.23, Florida Statutes, Public Disclosure Act.

Print _____

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of (*check one*) physical presence or online notarization this ____ day of _____, 20__ by _____, who (*check one*): is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

(seal)

EXHIBIT A to Beneficial Interest Affidavit

Legal Description of Real Property



*The City of Jacksonville provides no warranties, expressed or implied, concerning the accuracy, completeness, or reliability of suitability of this location map for any particular use.

RE# 031960-0000

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EXHIBIT B to Beneficial Interest Affidavit

Beneficial Ownership

Name and Address of Beneficial Owner

% Ownership

Prepared By/Record and Return To:
City of Jacksonville
Department of Public Works
Division of Real Estate
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202

GENERAL WARRANTY DEED

THIS INDENTURE is made this ____ day of _____, 2023, by and between **SBPS # 3 JI, LLC**, a Florida limited liability company, whose address is 323 Saint Johns Forest Boulevard, Saint Johns, Florida 32259 (“Grantor”), and **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the state of Florida (“Grantee”), whose business address is 117 West Duval Street, Jacksonville, Florida 32202;

WITNESSETH:

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

See **Exhibit A** attached hereto and by this reference made a part hereof

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the foregoing land (the “Property”), subject to the following permitted encumbrances (the “Permitted Encumbrances”):

1. Real estate taxes for the current year and subsequent years; and

To have and to hold the Property in fee simple forever.

Except as set forth in the Permitted Encumbrances, the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons whomsoever.

Grantor hereby releases any and all interest, right and title it has or may have to all the phosphates, minerals and metals that are or may be in, on, or under the surface of the subject land, together with any interest, right and title it has or may have in and to all petroleum that is or may be in, on, or under the surface of the subject land, created pursuant to Section 270.11, Florida Statutes.

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

SBPS # 3 JI, LLC, a Florida limited liability company

Signed, sealed and delivered in our presence as witnesses

Print Name: _____

Print Name: _____

By: _____

Name: _____

Its: _____

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of (*check one*) physical presence or online notarization, this ____ day of _____, 2023 by _____ as _____ of **SBPS # 3 JI, LLC**, a Florida limited liability company, on behalf of the company. They (*check one*) are personally known to me, or have produced a valid driver's license as identification.

{NOTARY SEAL}

Print Name: _____

Notary Public, State and County Aforesaid

My Commission Expires: _____

Commission Number: _____

Exhibit A



*The City of Jacksonville provides no warranties, expressed or implied, concerning the accuracy, completeness, or reliability of suitability of this location map for any particular use.

RE# 031960-0000

A part of Tract "C" as shown on plat of GOLFAIR MANOR UNIT ONE, recorded in Plat Book 24, pages 79, 79A, and 79B, of the current public records of Duval County, Florida, and more particularly described as follows: Commencing at the most Southerly corner of Lot 1, Block 1, of said Golfair Manor Unit One; thence run South 3 degrees 02 minutes 40 seconds East along the Easterly boundary line of said Tract "C", said line also being the Westerly right-of-way line of relocated Davis Street (A 60 foot right-of-way) a distance of 213.12 feet to the point of beginning; thence continue South 3 degrees 02 minutes 40 seconds East 130 feet to the Northerly right-of way line of Golfair Boulevard (right-of-way varies in width); thence run North 68 degrees 00 minutes 10 seconds West along said Northerly right-of-way line a distance of 140 feet to a point; thence run North 3 degrees 02 minutes 40 seconds west distance of 130 feet to a point; thence run South 68 degrees 00 minutes 10 seconds East a distance of 140 feet to the point of beginning.



