

RE No.: RE#'s 088968-0000, portions of 088985-0050, 088969-0100
Site Address: 0 Leila Street, portions of 725 Leila Street, 0 Riverside Avenue

CITY OF JACKSONVILLE
REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made this _____ day of _____, 20__, by and between **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida, with an address of 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202, Attn: Corporation Secretary (the "City") and **JACKSONVILLE TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the state of Florida, whose address is 100 LaVilla Center Drive, Jacksonville, Florida 32204 (the "JTA"). (City and the JTA are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties").

RECITALS:

JTA is the owner of certain parcels of real property located 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").

For and in consideration of the mutual covenants, agreements and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the City and JTA hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** JTA agrees to sell to the City and the City agrees to purchase from JTA the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.

2. **Improvements Owned by Others.** Intentionally Deleted. Includes "**Exhibit B.**"

3. **Purchase Price and Total Consideration Paid.** The total compensation to be paid by the City at Closing and only in the event of Closing shall be **\$964,000.00** (the "Purchase Price") and comprised of the following:

Land:	\$ 964,000 .00
Improvements:	\$ 0 .00
Total:	\$ 964,000
Taxes (to be calculated when closing date set)	\$ TBD
<hr/>	
Total Amount Paid by City	\$964,000 .00

At Closing, the City shall also pay: (i) the costs of recording the Deed delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by City and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title commitment. At Closing, the JTA shall pay all costs to prepare and record any documents necessary to cure any title defect. The Deed is being executed and delivered as a conveyance between governmental entities pursuant to Section 12B-4.014(10), Florida Administrative Code, and shall include a caption that it is not subject to documentary stamp tax. Except as provided above, each Party shall pay its own attorney's or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Duval County, Florida.

4. **Conditions and Limitations.**

1. This Agreement may be subject to the final approval of the Jacksonville City Council ("City Council") and the Board of Directors of the Jacksonville Transportation Authority (the "JTA Board").

2. City shall have Sixty (60) days after the Effective Date within which to inspect the Property (the "Due Diligence Period"). City shall have the right, at reasonable times during the Due Diligence Period, to enter the Property and undertake all investigations that City deems necessary to fully evaluate the Property including: 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, contains wetlands, threatened/endangered species or other environmental items under their purview; 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/geotechnical or laboratory analysis; v) Review title to the Property, including complete a Boundary Survey certified to JTA, the Title Company, and Buyer, that 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, vi) Undertake such other inspections of the Property as it deems necessary. JTA shall fully cooperate with City in connection with City's inspection of the Property. If JTA has in its control or possession, copies of any environmental reports, letters or other similarly related documents, including permits, the JTA shall provide copies of these reports and permits to the City within 10 days of the effective date of this agreement and at no cost to the City. If the JTA is named as a permittee on any environmental permits, the JTA shall cooperate in the transfer of said permit to the City if desired by the City. All entries onto the Property by City, its agents, employees, consultants or contractors shall be at the sole risk and expense of City and JTA shall have no liability for any injuries or damages sustained by any of the foregoing or any other third Parties. Subject to the limitations in Section 768.28, Florida Statutes, City agrees to indemnify and hold JTA harmless from any and all loss, claim, action, demand or liability which may arise against the JTA or the Property arising out directly or indirectly out of City's exercise of its rights pursuant to this Section, including any damage to the Property. Prior to entry on the Property, City shall require any contractors or consultants performing work on the Property on behalf of City to procure and maintain commercial general liability, business auto liability and contractor's pollution liability insurance coverage in amounts of not less than \$1,000,000.00, combined single-limit coverage, and workers' compensation insurance to meet statutory requirements. The foregoing obligations and indemnities shall survive the expiration or termination of this Agreement.

City acknowledges and agrees that JTA is affording City full and complete access to the Property for the purpose of making any and all tests, inspections, or evaluations thereof as desired by City, including,

but not limited to any environmental assessments or audits deemed advisable by City, and that City has inspected the Property to the extent desired by City. City expressly acknowledges and agrees that the Property is to be conveyed by JTA, and accepted by City in "AS IS" and "WHERE IS" condition and that neither JTA, nor any officer, director,, employee, agent, representative of JTA, has made or does make hereby any warranty, representation, statement, guarantee, assertion or opinion, written or oral, express or implied, about or concerning the Property or the Premises, or about or concerning the physical condition thereof or for any use or purpose, or any similar matter. City covenants and agrees that the acceptance by City of the Property in "AS IS" and "WHERE IS" condition, and without any representation or warranty of any kind or nature whatsoever was and is a material part of the consideration bargained for by JTA, and that City's agreements in such regard were and are a material inducement for JTA to enter into and perform this Agreement. City hereby covenants and agrees that City does and shall assume any and all risks concerning the Property, and the physical condition and characteristics thereof, and any defects or problems concerning the Property, whether patent or latent, known or unknown. The Deed conveying the Property shall contain a provision that the Property is being conveyed "AS IS" and the waiver and release language as set forth in Exhibit "C" below.

3. City has the right at any time during the Due Diligence Period, as the same may be extended, upon written notice to the JTA, to terminate this Agreement if (i) City determines that the Property is not acceptable to City in City's sole discretion or (ii) for no reason at all. If City elects to terminate this Agreement during the Due Diligence Period, City shall provide written notice to JTA 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.

4. Closing shall occur within thirty (30) days after the Due Diligence period or waiver of the Due Diligence period. Without limiting the foregoing, Closing may take place by mail or courier.

5. JTA is a tax-exempt agency of the State of Florida; however, real property taxes, assessments, and other charges related to the Property, if any, shall be prorated as of the date of Closing.

6. JTA is responsible for delivering marketable title to the City. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are not timely objected to as provided below or which are otherwise accepted by the City ("Permitted Exceptions"). If the title is unmarketable or uninsurable and City has notified JTA in writing of its objections thereto ("Title Defects") prior to expiration of the Due Diligence Period, JTA shall have the right, but not the obligation, to cure the designated Title Defects, and the Due Diligence Period shall be extended for not more than thirty (30) days to allow JTA the opportunity to cure any such Title Defects. Upon the Title Defects being cured, JTA shall notify City in writing (the "Cure Notice"). If JTA is unwilling or unable to cure the designated Title Defects, JTA shall so notify City in writing and City shall have the option of either (i) accepting the title as is without reduction of the Purchase Price or (ii) terminating this Agreement upon written notice to JTA and thereupon the Parties shall be released, as to one another, of all further rights or obligations hereunder, except obligations expressly surviving termination of this Agreement pursuant to the terms of this Agreement. JTA shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the JTA. Title shall transfer as of the Closing Date and JTA shall deliver possession of the Property to the City at Closing free of any tenancies, occupants or personal property.

7. At the Closing, JTA shall execute and deliver to the City a Special Warranty Deed (the "Deed") in substantially the form and content attached hereto as Exhibit "C" and incorporated herein by reference, conveying marketable record title to the Property to the City, subject only to the Permitted Exceptions.

8. If ownership of the Property is held in a partnership, limited partnership, corporation, trust or any form of representative capacity specified in **Section 286.23, Florida Statutes**, JTA shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit "D"** and incorporated herein by reference. JTA shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b), Florida Statutes**, and such other documents as needed to convey marketable record title as provided. **N/A (if no Exhibit D)**

9. JTA and City agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the Parties.

5. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.

6. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by JTA and the City. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed and delivered electronically in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. JTA and the City do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Duval County, Florida. **TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

7. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

8. **Waiver of Jury Trial.** JTA AND THE CITY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE JTA'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities; Replacement of Parking.** JTA acknowledges and agrees that this Agreement is not contingent upon the City's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed. Notwithstanding the preceding sentence, the Parties acknowledge and agree that a portion of the Property being purchased by the City will displace existing JTA parking appurtenant to the JTA Skyway Operations and Maintenance Center (the "Skyway Facility") located at the corner of Magnolia Street and Leila Street, and during the Due Diligence Period the Parties shall in good faith negotiate a parking agreement (the "Parking Agreement") whereby the City shall provide replacement for such parking on terms mutually acceptable to the Parties. As a condition precedent to Closing, the Parking Agreement shall be executed and delivered by the Parties at Closing and shall provide, *inter alia*, the following:

(i) The City, at no cost to JTA, shall provide no less than thirty (30) parking spaces for JTA's exclusive use at the City's nearby parking lot on Magnolia Avenue as generally depicted on Exhibit "E" attached hereto and incorporated herein (the "City Lot"), for a period of not less than five (5) years after the Closing;

(ii) Promptly after Closing, and before commencing any construction on the Property, the City, at its expense, shall erect a chain-link fence along the boundary line between the Property and the adjoining Skyway Facility property that matches or exceeds exiting fence specification to include material, height and workmanship, with the final specifications of such fence to be agreed to between the Parties and set forth in the Parking Agreement and/or other separate agreement;

(iii) At no cost to JTA, within sixty (60) days after Closing the City shall vacate the right of way of Magnolia Street lying between the Skyway Facility property and JTA's property directly across Magnolia Street as depicted on Exhibit "E" and shall quit claim to JTA any right, title and interest in and to such vacated right of way lying between JTA's property;

(iv) City shall provide and install at its own expense security fencing/electronic gates at the Magnolia and Leila Street locations shown on Exhibit "E". The electronic security gates will need to match or exceed the existing fence/electronic gate specification to include material, height, electronic access mechanism, workmanship, etc.);

(v) City shall at its own expense relocate JTA's materials stored in the area depicted on Exhibit "E";

(vi) City at its own expense shall construct an American with Disabilities Act ("ADA") compliant pedestrian sidewalk and pedestrian security gate from Leila Street in the area depicted on Exhibit "E"; and

(vii) City at its own expense shall perform such related work as is necessary to conform and harmonize the City's construction with existing improvements on JTA's adjoining property.

10. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either the City or JTA execute this Agreement.

11. **Release of City.** By execution of this Agreement, JTA acknowledges and agrees that as of the date of JTA's execution and delivery of the deed, JTA shall thereby release and discharge the City, of and from all, and all manner of causes of action, suits, claims, damages, judgments, in law or in equity, which JTA ever had, then has, or which any personal representative, successor, heir or assign of JTA, thereafter can, shall or may have, against the City, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with JTA's conveyance of the Property to the City, including, without limitation, any claim for loss of access to JTA's remaining property, severance damages to JTA's remaining property, business damages or any other damages. Nothing herein shall be deemed to release the City from its obligations or liabilities under this Agreement nor waiver of JTA's right to indemnity by City. Nothing herein shall be deemed a waiver of sovereign immunity by JTA beyond the limits set forth in Section 768.28, Florida Statutes.

12. **Special Conditions.** Intentionally Deleted.

13. **Failure of Performance.** In the event of a default by under this Agreement, then as the Parties sole remedy hereunder, either Party may seek the remedy of specific performance of the other Party's. The Parties hereby waive and disclaims any right to damages or compensation for any and all such breaches and further expressly waives any and all other remedies, legal or equitable, including any action for damage; provided, nothing herein waiver of JTA's right to indemnity by City.

14. **No Recording.** Neither this Agreement nor any record or memorandum thereof shall be recorded in the Public Records or any county in the State of Florida. Recording of this Agreement or any of the terms and provisions hereof, or any record or memorandum thereof by City shall, at the option of JTA, immediately constitute a material breach and default by City hereunder, and grounds for termination of the Agreement by JTA.

15. **Brokers.** Each Party represents and warrants to the other that it has dealt with no brokers in connection with the transaction set forth herein. Each Party shall indemnify and hold harmless the other Party from and against any commission claim by any broker with whom the indemnifying Party has dealt.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date set forth below.

“JTA”

**JACKSONVILLE TRANSPORTATION
AUTHORITY**

By: _____

Date: _____

APPROVED AS TO FORM FOR
EXECUTION BY A SIGNATORY OF
THE JACKSONVILLE
TRANSPORTATION AUTHORITY

General Counsel:
Nelson Mullins Riley & Scarborough, LLP

By: _____

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

WITNESSES:

Print Name: _____

Print Name _____

“CITY”

CITY OF JACKSONVILLE,

a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

By: _____

Title: _____

Date: _____

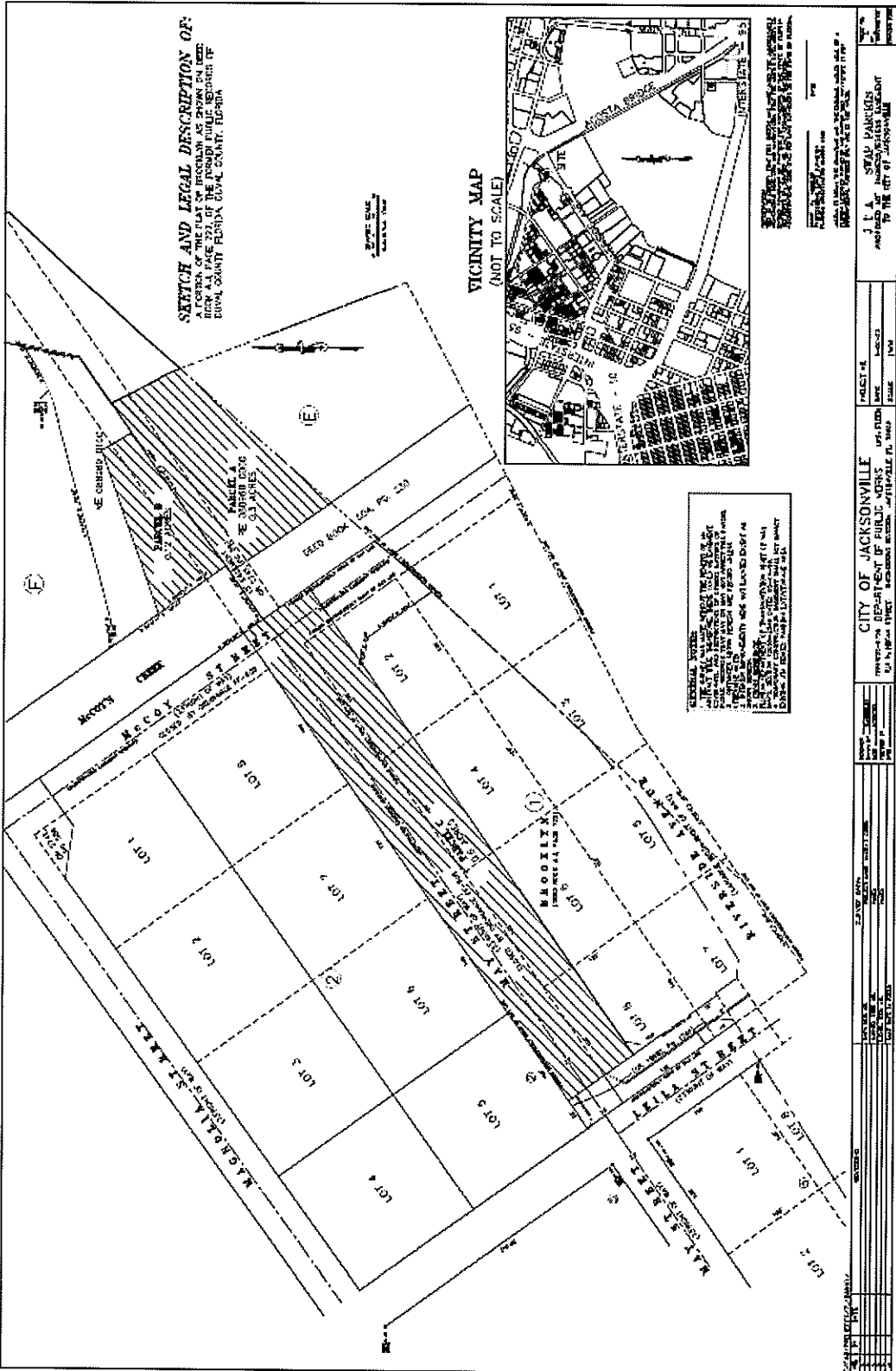
APPROVED AS TO FORM

By: _____

Assistant General Counsel

Exhibit "A" to Real Estate Purchase Agreement

This property includes RE#'s 088968-0000, and portions of 088985-0050, 088969-0100



PARCEL "A"

A PORTION OF BLOCK E, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 2 OF SAID BROOKLYN, SAID POINT LYING IN THE NORTHEASTERLY RIGHT OF WAY LINE OF LEILA STREET (A 33 FOOT RIGHT OF WAY); THENCE NORTH 54°50'13" EAST, ALONG THE SOUTHERLY LINE OF SAID BLOCK 2, A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 18682, PAGE 1266 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE CONTINUE NORTH 54°50'13" EAST, ALONG SAID SOUTHERLY LINE OF BLOCK 2 AND ITS NORTHEASTERLY EXTENSION, A DISTANCE OF 428.08 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF McCOY STREET (A 33 FOOT RIGHT OF WAY CLOSED BY ORDINANCE FF-608); THENCE SOUTH 35°33'47" EAST, A DISTANCE OF 17.09 FEET TO THE NORTHWESTERLY LINE OF LANDS DESCRIBED AND RECORDED IN DEED BOOK 504, PAGE 230 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 54°48'13" EAST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 43.00 FEET TO THE NORTHEAST CORNER OF LAST SAID LANDS AND THE POINT OF BEGINNING.
FROM SAID POINT OF BEGINNING, THENCE CONTINUE NORTH 54°48'13" EAST, ALONG A NORTHWESTERLY LINE OF OFFICIAL RECORDS 3437, PAGE 41 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 156.52 FEET TO THE MOST WESTERLY CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 6449, PAGE 2274 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF LAST SAID LANDS THE FOLLOWING 3 COURSES AND DISTANCES; COURSE 1, SOUTH 26°09'47" EAST, 20.12 FEET; COURSE 2, SOUTH 28°10'47" EAST, 29.09 FEET; COURSE 3, SOUTH 21°21'43" EAST, 9.39 FEET TO A POINT IN THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF RIVERSIDE AVENUE VIADUCT (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION 72160-2528); THENCE SOUTH 41°13'17" WEST, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 151.20 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN DEED BOOK 504, PAGE 230; THENCE NORTH 35°33'47" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 93.37 FEET TO THE POINT OF BEGINNING.
THE ABOVE-DESCRIBED LANDS CONTAINS 11,414 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.

PARCEL B

A PORTION OF BLOCK F, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 2 OF SAID BROOKLYN, SAID POINT LYING IN THE NORTHEASTERLY RIGHT OF WAY LINE OF LEILA STREET (A 33 FOOT RIGHT OF WAY); THENCE NORTH 54°50'13" EAST, ALONG THE SOUTHERLY LINE OF SAID BLOCK 2, A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 18682, PAGE 1266 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE CONTINUE NORTH 54°50'13" EAST, ALONG SAID SOUTHERLY LINE OF BLOCK 2 AND ITS NORTHEASTERLY EXTENSION, A DISTANCE OF 428.08 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF McCOY STREET (A 33 FOOT RIGHT OF WAY CLOSED BY ORDINANCE FF-608); THENCE SOUTH 35°33'47" EAST, A DISTANCE OF 17.09

FEET TO THE NORTHWESTERLY LINE OF LANDS DESCRIBED AND RECORDED IN DEED BOOK 504, PAGE 230 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 54°48'13" EAST, ALONG SAID NORTHWESTERLY LINE AND ITS NORTHEASTERLY PROLONGATION, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE NORTH 35°33'47" WEST, ALONG A LINE BEING 49 FEET NORTHEASTERLY OF AND PARALLEL TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF McCOYS STREET, A DISTANCE OF 62.28 FEET; THENCE NORTH 70°48'09" EAST, A DISTANCE OF 131.44 FEET; THENCE SOUTH 30°40'37" EAST, A DISTANCE OF 26.13 FEET TO A POINT IN THE SOUTHERLY LINE OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 8737, PAGE 478 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 54°48'13" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 123.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINS 11,414 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.

PARCEL C

A PORTION OF LOTS 2, 4, 6 & 8, BLOCK 1, TOGETHER WITH PORTIONS OF THE FORMER RIGHT OF WAYS OF MAY STREET AND McCOY STREET, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 2 OF SAID BROOKLYN, SAID POINT LYING IN THE NORTHEASTERLY RIGHT OF WAY LINE OF LEILA STREET (A 33 FOOT RIGHT OF WAY); THENCE NORTH 54°50'13" EAST, ALONG THE SOUTHERLY LINE OF SAID BLOCK 2, A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 18682, PAGE 1266 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE CONTINUE NORTH 54°50'13" EAST, ALONG SAID SOUTHERLY LINE OF BLOCK 2 AND ITS NORTHEASTERLY EXTENSION, A DISTANCE OF 428.08 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF McCOY STREET (A 33 FOOT RIGHT OF WAY CLOSED BY ORDINANCE FF-608); THENCE SOUTH 35°33'47" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 54°50'13" WEST, A DISTANCE OF 428.08 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID OFFICIAL RECORDS 18682, PAGE 1266; THENCE NORTH 35°33'47" WEST, ALONG LAST SAID LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINS 25,685 SQUARE FEET OR 0.59 ACRES, MORE OR LESS.

Exhibit "B" to Real Estate Purchase Agreement

(Intentionally Deleted in Document/ Not Applicable)

Exhibit "C" to Real Estate Purchase Agreement

Template document for property transfer (fee simple, easement, etc.)

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

SPECIAL WARRANTY DEED

THIS INDENTURE is made this _____ day of _____, 202__, by and between **JACKSONVILLE TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the State of Florida, whose business address is 100 LaVilla Center, Jacksonville, Florida 32204 (“Grantor”), and **CITY OF JACKSONVILLE**, a Florida 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 matters set forth on Exhibit B attached hereto and by this reference made a part hereof (the “Permitted Exceptions”).

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

Except as set forth in the Permitted Exceptions, the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

Grantor does not now reside and has never resided on the Property and has never filed for homestead exemption with respect thereto.

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.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT, EXCEPT AS TO THE WARRANTIES OF TITLE SET FORTH HEREINABOVE, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED BY LAW FOR WHICH THIS DEED IS DELIVERED. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW; THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. GRANTEE HEREBY WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES GRANTOR OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH GRANTEE NOW HAS OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY RELATED TO OR IN CONNECTION WITH ANY PAST, PRESENT, OR FUTURE PHYSICAL CHARACTERISTIC OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY HAZARDOUS MATERIALS IN, AT, ON, UNDER OR RELATED TO THE PROPERTY.

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

Signed, sealed and delivered
in the presence of:

**JACKSONVILLE TRANSPORTATION
AUTHORITY**, a body politic and corporate and
an agency of the state of Florida

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: President

(CORPORATE SEAL)

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 _____, 2024__, by _____, as _____, of Jacksonville Transportation Authority, a body politic and corporate and an agency of the State of Florida, on behalf of the agency. He/she *(check one)* is personally known to me, or has produced a valid driver's license as identification.

{NOTARY SEAL}

Print Name: _____

Notary Public, State and County Aforesaid

My Commission Expires: _____

Commission Number: _____

PARCEL "A"

A PORTION OF BLOCK E, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 2 OF SAID BROOKLYN, SAID POINT LYING IN THE NORTHEASTERLY RIGHT OF WAY LINE OF LEILA STREET (A 33 FOOT RIGHT OF WAY); THENCE NORTH 54°50'13" EAST, ALONG THE SOUTHERLY LINE OF SAID BLOCK 2, A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 18682, PAGE 1266 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE CONTINUE NORTH 54°50'13" EAST, ALONG SAID SOUTHERLY LINE OF BLOCK 2 AND ITS NORTHEASTERLY EXTENSION, A DISTANCE OF 428.08 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF McCOY STREET (A 33 FOOT RIGHT OF WAY CLOSED BY ORDINANCE FF-608); THENCE SOUTH 35°33'47" EAST, A DISTANCE OF 17.09 FEET TO THE NORTHWESTERLY LINE OF LANDS DESCRIBED AND RECORDED IN DEED BOOK 504, PAGE 230 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 54°48'13" EAST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 43.00 FEET TO THE NORTHEAST CORNER OF LAST SAID LANDS AND THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING, THENCE CONTINUE NORTH 54°48'13" EAST, ALONG A NORTHWESTERLY LINE OF OFFICIAL RECORDS 3437, PAGE 41 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 156.52 FEET TO THE MOST WESTERLY CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 6449, PAGE 2274 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF LAST SAID LANDS THE FOLLOWING 3 COURSES AND DISTANCES; COURSE 1, SOUTH 26°09'47" EAST, 20.12 FEET; COURSE 2, SOUTH 28°10'47" EAST, 29.09 FEET; COURSE 3, SOUTH 21°21'43" EAST, 9.39 FEET TO A POINT IN THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF RIVERSIDE AVENUE VIADUCT (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION 72160-2528); THENCE SOUTH 41°13'17" WEST, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 151.20 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN DEED BOOK 504, PAGE 230; THENCE NORTH 35°33'47" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 93.37 FEET TO THE POINT OF BEGINNING. THE ABOVE-DESCRIBED LANDS CONTAINS 11,414 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.

PARCEL B

A PORTION OF BLOCK F, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 2 OF SAID BROOKLYN, SAID POINT LYING IN THE NORTHEASTERLY RIGHT OF WAY LINE OF LEILA STREET (A 33 FOOT RIGHT OF WAY); THENCE NORTH 54°50'13" EAST, ALONG THE SOUTHERLY LINE OF SAID BLOCK 2, A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 18682, PAGE 1266 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE CONTINUE NORTH 54°50'13" EAST, ALONG SAID SOUTHERLY LINE OF BLOCK 2 AND ITS NORTHEASTERLY EXTENSION, A DISTANCE OF 428.08 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF McCOY STREET (A 33 FOOT RIGHT OF WAY CLOSED BY ORDINANCE FF-608); THENCE SOUTH 35°33'47" EAST, A DISTANCE OF 17.09

FEET TO THE NORTHWESTERLY LINE OF LANDS DESCRIBED AND RECORDED IN DEED BOOK 504, PAGE 230 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 54°48'13" EAST, ALONG SAID NORTHWESTERLY LINE AND ITS NORTHEASTERLY PROLONGATION, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE NORTH 35°33'47" WEST, ALONG A LINE BEING 49 FEET NORTHEASTERLY OF AND PARALLEL TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF McCOYS STREET, A DISTANCE OF 62.28 FEET; THENCE NORTH 70°48'09" EAST, A DISTANCE OF 131.44 FEET; THENCE SOUTH 30°40'37" EAST, A DISTANCE OF 26.13 FEET TO A POINT IN THE SOUTHERLY LINE OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 8737, PAGE 478 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 54°48'13" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 123.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINS 11,414 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.

PARCEL C

A PORTION OF LOTS 2, 4, 6 & 8, BLOCK 1, TOGETHER WITH PORTIONS OF THE FORMER RIGHT OF WAYS OF MAY STREET AND McCOY STREET, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 2 OF SAID BROOKLYN, SAID POINT LYING IN THE NORTHEASTERLY RIGHT OF WAY LINE OF LEILA STREET (A 33 FOOT RIGHT OF WAY); THENCE NORTH 54°50'13" EAST, ALONG THE SOUTHERLY LINE OF SAID BLOCK 2, A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 18682, PAGE 1266 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE CONTINUE NORTH 54°50'13" EAST, ALONG SAID SOUTHERLY LINE OF BLOCK 2 AND ITS NORTHEASTERLY EXTENSION, A DISTANCE OF 428.08 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF McCOY STREET (A 33 FOOT RIGHT OF WAY CLOSED BY ORDINANCE FF-608); THENCE SOUTH 35°33'47" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 54°50'13" WEST, A DISTANCE OF 428.08 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID OFFICIAL RECORDS 18682, PAGE 1266; THENCE NORTH 35°33'47" WEST, ALONG LAST SAID LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINS 25,685 SQUARE FEET OR 0.59 ACRES, MORE OR LESS.

Exhibit B of Special Warranty Deed

Permitted Exceptions

Exhibit "D" to Real Estate Purchase Agreement

Disclosure Affidavit
Not Applicable

**Exhibit "E" to Real Estate Purchase Agreement
Magnolia Street Right of Way to be Closed and Deeded to JTA**

