

CITY OF JACKSONVILLE
REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made this _____ day of _____, 202__, 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, (the "City") and **PHILLIP AND SUZANNE NOE**, whose address is 10562 Scott Mill Road, Jacksonville, Florida 32257 (the "Seller"). (City and the Seller are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties").

RECITALS:

Seller is the owner of a certain parcel 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") also identified as Real Estate (RE) parcel number 158834-0000 or 10562 Scott Mill Road, Jacksonville, Florida 32257.

For and in consideration of the mutual covenants of the Parties in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the City and Seller hereby agree as follows:

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

2. **Improvements Owned by Others. Intentionally Deleted**

3. **Purchase Price and Total Consideration Paid.** The purchase price to be paid for the Property by the City to Seller shall be **TWO MILLION ONE HUNDRED THOUSAND AND NO/100 (\$2,100,000.00)** in immediately available U.S. funds. 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 incurred 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 Seller shall pay documentary stamp tax, and all costs to prepare and record any documents necessary to cure any title defect. The Deed shall be executed and delivered by Seller. Each Party shall pay its own attorney's, broker's, or other consultant's fees. Seller acknowledges that it has engaged Berkshire Hathaway ("Berkshire") as its real estate agent in connection with this transaction and agrees that is solely responsible for the payment of any fees or commissions due to or claimed by Berkshire in connection herewith. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Duval County, Florida. Ad valorem real estate taxes on the Property shall be escrowed at closing as provided in Section 196.295, Florida Statutes.

4. **Conditions and Limitations.**

1. This Agreement may be subject to the final approval of the Jacksonville City Council ("City Council") 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.

2. City shall have Ninety (90) 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 Seller, 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. Seller shall fully cooperate with City in connection with City's inspection of the Property. If Seller has in its control or possession, copies of any environmental reports, letters or other similarly related documents, including permits, the Seller 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 Seller is named as a permittee on any environmental permits, the Seller shall cooperate in the transfer of said permit to the City if desired by the City.

3. City has the right at any time during the Due Diligence Period, as the same may be extended, 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 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.

4. Closing shall occur within thirty (30) days after the Due Diligence Period, unless extended by mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of the City's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.

5. Seller is responsible for all taxes due on the property up to, but not including the day of closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the City or the closing agent, by credit to the Purchase Price or otherwise, Seller's pro rata shares of all taxes, assessments and charges as determined by the Duval County Property Appraiser, the Duval County Tax Collector and/or other applicable governmental authority.

6. Seller is responsible for delivering marketable title to 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 acceptable to City ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of the Property to the City at Closing free of any tenancies, occupants or personal property.

7. At the Closing, Seller shall execute and deliver to the City a Statutory Warranty Deed (the "Deed") in substantially the form and content attached hereto as Exhibit "B" and incorporated herein by reference, conveying marketable record title to the Property to the City, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers the Property at

Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at the City's election, be satisfied and paid with the proceeds of the Purchase Price. Seller shall complete a W-9 in the form attached as Exhibit "C" and shall register with the City's software system to allow the City to provide payment to the Seller.

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, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as Exhibit "D" and incorporated herein by reference. Seller 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.

9. Seller 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 Seller 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 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. Seller 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. SELLER 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 SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. No Representation or Warranty of Facilities. Seller acknowledges and agrees that this Agreement is not contingent upon 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.

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 Seller execute this Agreement.

11. Release of City. By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller 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 Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, 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 Seller's conveyance of the Property to the City, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages or any other damages. Nothing herein shall be deemed to release City from its obligations or liabilities under this Agreement. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

12. Special Conditions. Seller shall ensure all buildings including the dock house, main home, free standing garage, and all other structures have been completely cleaned of any belongings, debris, and spoil piles.

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

"SELLER"

Phillip and Suzanne Noe

WITNESSES:

Anita Vining dotloop verified
05/08/23 3:18 PM EDT
ZX7C-GGTD-K3CP-8DEX

By: *Phillip Noe* dotloop verified
05/08/23 3:11 PM EDT
6YAF-CX6T-ZPPP-CHKK

Print Name: Anita Vining

Date: _____

Nicole Ferreira ^{#3} 5/8/23

By: *Suzanne Noe* dotloop verified
05/08/23 3:10 PM EDT
EFPW-YD05-BXX4-ITPO

Print Name: Nicole Ferreira

Date: _____

WITNESSES:

Print Name: _____

Print Name _____

“CITY”

CITY OF JACKSONVILLE

CITY, a body politic and an agency of the state,
under the laws of the State of Florida

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Assistant General Counsel

Exhibit "A"

The Property comprises Duval County Real Estate Parcel No. 158834-0000 or 10562 Scott Mill Road, Jacksonville, Florida 32257. A legal description will be provided by the Survey referenced in paragraph 4(2) herein.

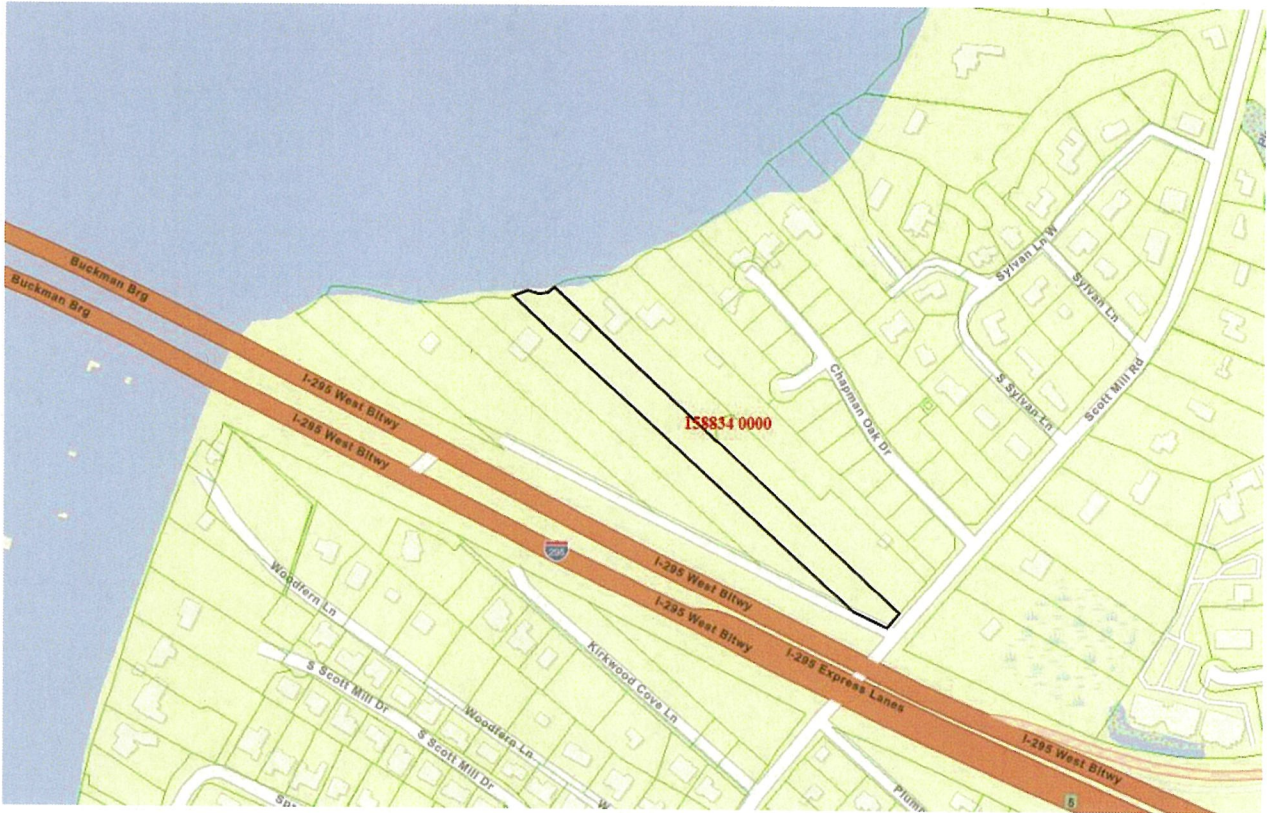


Exhibit "B"
Statutory Warranty Deed Form

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 **PHILLIP AND SUZANNE NOE**, husband and wife, whose address is 6360 Commerce Street, Jacksonville, Florida 32211 ("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"), to have and to hold the Property in fee simple forever.

Said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons.

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.

Signed, sealed and delivered
in the presence of:

PHILLIP AND SUZANNE NOE

Print Name: _____

By: _____

Name: _____

Its: _____

Print Name: _____

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 Phillip and Suzanne Noe, who *(check one)* are 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: _____

Statutory Warranty Deed Form's Exhibit A
The Property comprises Duval County Real Estate Parcel No. 158834-0000 or 10562 Scott Mill Road,
Jacksonville, Florida 32257. A legal description will be provided by the Survey.



Exhibit "C"
W-9 Form

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																						
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Employer identification number																						
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Public Disclosure Act
Disclosure Affidavit

(Exhibit "D" 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 _____, 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 physical presence this _____ day of _____, by _____, who (check one): is personally known to me or produced _____ as identification.

Notary Public, State of Florida

(seal)

EXHIBIT D-1 to Beneficial Interest Affidavit
Legal Description of Real Property

EXHIBIT D-2 to Beneficial Interest Affidavit
Beneficial Ownership

Name and Address of Beneficial Owner