

**PROJECT NAME:** New Berlin Pond Sites  
**PARCEL NO:** 100  
**RE NO.:** RE#: 106930-0030  
**SITE ADDRESS:** 12630 Yellow Bluff Rd., Jacksonville, FL 32226

**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 **LUCY PARET and JORGE MONZON** whose address is 2956 Bright Eagle Drive, Jacksonville, Florida 32226 (collectively, 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 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 Seller hereby covenant and 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.** ("Exhibit B"). Intentionally Deleted.
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 ONE MILLION ONE HUNDRED NINETY THOUSAND DOLLARS AND ZERO CENTS (\$1,190,000.00) (the "Purchase Price") and comprised of the following:

Land:	\$ 1,190,000 .00
Improvements:	\$ 0 .00
Total:	\$ 000.00
Taxes (to be calculated when closing date set)	\$ TBD
<hr/>	
<b>Total Amount Paid by City</b>	<b>\$1,190,000.00</b>

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 Seller shall pay all costs to prepare and record any documents necessary to cure any title defect. The Deed is being executed and delivered by Seller and shall include a caption that it is not subject to documentary stamp tax. Except as provided above, each Party shall pay its own attorneys 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 is subject to the final approval of the Jacksonville City Council ("City Council") and shall be duly executed by the Mayor's Office ("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 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 the 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 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. Seller acknowledges and agrees that Seller 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.

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 the 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 or waiver of the Due Diligence period, or 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 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 Seller in writing of its objections thereto ("Title Defects") prior to Closing, Seller shall have the right, to cure the designated Title Defects, and Closing shall be extended for a period not to exceed thirty (30) days to allow Seller the opportunity to cure any such Title Defects. Upon the Title Defects being cured, Seller shall notify the City in writing (the "Cure Notice"). If Seller is unwilling or unable to cure the designated Title Defects, or fails to provide written notice of its intent to cure or not cure within ten (10) business days following the City's objection, Seller shall be deemed unwilling to cure, and the City shall have the option of either (i) accepting the title as is, subject to a mutually agreed reduction in the Purchase Price to account for the uncured Title Defects, or (ii) terminating this Agreement upon written notice to the Seller 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. 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, shall execute and deliver to the City a General 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. 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 "D" 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 "E" 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**, an affidavit of survey and no liens, 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 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. 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 SELLERS'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 the City's construction of any specific public facilities or improvements, including but not limited to transportation, recreational, or utility infrastructure. The design, location, and existence of any contemplated or proposed public improvements are not guaranteed and shall not be deemed representations or inducements in connection with this Purchase Agreement.

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 the 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.** (Exhibit "F"). Not applicable.

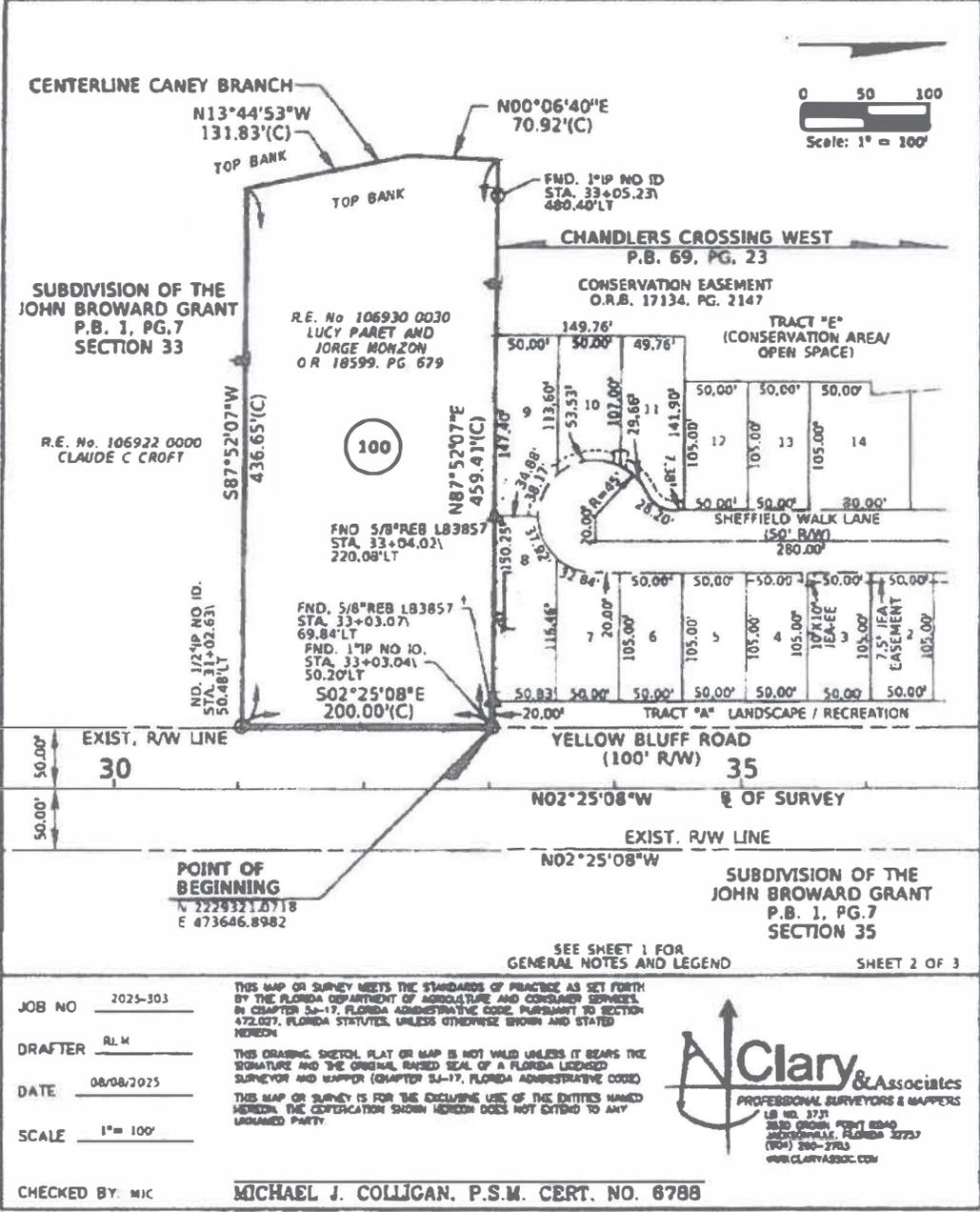
13. **Failure of Performance.** In the event of a default by either party under this Agreement, the non-defaulting Party may seek the remedy of specific performance. The Parties hereby waive and disclaim any right to damages and further expressly waive any and all other remedies, legal or equitable, except for specific performance and any rights expressly provided herein.

14. **Brokers.** The City represents that it has not engaged a broker or agent in connection with this Agreement. The Seller represents and warrants that it is solely responsible for any brokerage fees, agents' commissions, or other compensation arising from the transaction contemplated herein, and shall indemnify, defend, and hold harmless the City from and against any and all claims, liabilities, or expenses, including without limitation attorneys' fees and other professional costs.

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

[SIGNATURES ON FOLLOWING PAGES.]

**MAP SHOWING  
A PART OF SECTION 33, A SUBDIVISION OF THE JOHN BROWARD GRANT,  
IN SECTION 37, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA**



**MAP SHOWING  
A PART OF SECTION 33, A SUBDIVISION OF THE JOHN BROWARD GRANT,  
IN SECTION 37, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA**

FEE SIMPLE DESCRIPTION  
P.L.E. No. 108930-0030  
PARCEL 100

PROJECT No. 2021-1005

A PART OF SECTION 33, A SUBDIVISION OF THE JOHN BROWARD GRANT, PLAT BOOK 1, PAGE 7, IN SECTION 37, JOHN BROWARD GRANT, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18389, PAGE 679, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT 'A', CHANDLERS CROSSING WEST, AS RECORDED IN PLAT BOOK 89, PAGES 22-23, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, ALSO BEING A POINT ON THE WESTERLY EXISTING RIGHT OF WAY LINE OF YELLOW BLUFF ROAD, (HAVING A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND BEING THE NORTHEASTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18389, PAGE 679, OF SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 02°25'08" EAST, ALONG SAID WESTERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18888, PAGE 679; THENCE SOUTH 87°52'07" WEST, ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 438.88 FEET TO THE CENTERLINE OF CANEY BRANCH; THENCE NORTHERLY ALONG SAID CENTERLINE CANEY BRANCH THE FOLLOWING 2 COURSES (1) NORTH 13°44'53" WEST, 131.83 FEET; (2) NORTH 07°06'40" EAST, 70.82 FEET TO THE SOUTHERLY LINE OF SAID CHANDLERS CROSSING WEST AND TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18889, PAGE 679; THENCE NORTH 87°52'07" EAST ALONG LAST SAID LINE, A DISTANCE OF 438.41 FEET TO THE POINT OF BEGINNING

CONTAINING: 2.083 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**APPROVED  
DESCRIPTION AGREES  
WITH MAP  
CITY ENGINEERS OFFICE  
TOPO/SURVEY BRANCH**

By see Date 8/13/25

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND SHEET 3 OF 3

JOB NO. 2025 303  
DRAFTER RJA  
DATE 08/08/2025  
SCALE 1" = .50  
CHECKED BY MJC

THIS MAP OR SURVEY MEETS THE REQUIREMENTS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS GRAPHIC, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE CURRENT, CORRECT SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREON. THE INFORMATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.

**Michael Colligan** 2025.08.08 13:19:32  
-04500

**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788**



**Exhibit "D"**  
**W-9 Form**

<p><b>W-9</b> Form Rev. March 2004 Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p> <p>Go to <a href="http://www.irs.gov/Form990">www.irs.gov/Form990</a> for instructions and the latest information.</p>	<p>Give form to the requester. Do not send to the IRS.</p>
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Before you begin, for guidance related to the purpose of Form W-9, see Purpose of Form, below.

**1** Name of entity/individual. An entry is required. For a sole proprietor or disregarded entity, enter the owner's name on the 1, and enter the business/disregarded entity's name on the 2.

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for status for classification of the entity/individual whose name is entered on the 1. Check only one of the following seven boxes.

Individual sole proprietor     C corporation     S corporation     Partnership     Trust/estate

LLC. Enter the tax classification (C - C corporation, S - S corporation, P - Partnership). Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  
Other (see instructions)

**3b** If on the 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its classification and you are providing the form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.

**4** Exempt/other status (apply only to certain entities, not individuals, see instructions on page 3):  
 Correct payee code (if any)  
 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)  
 (Applies to accounts established outside the United States.)

**5** Address (number, street, and apt. or suite no.). See instructions.

**6** City, state, and ZIP code.

**7** Last account number(s) here (optional).

Requester's name and address (optional)

**8** 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.

Make: If the account is in more than one name, use the instructions for line 1. See also What Above and Number To Give the Requester for guidance on whose number to enter.

Individual security number									
or									
Employer security number									

**9** Certification

Under penalty of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Sign Here**      Signature of U.S. person      Date

**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/form990](http://www.irs.gov/form990).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065). See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (if one W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Exhibit "E" to Purchase and Sale Agreement**  
**Disclosure Affidavit**  
**(Pursuant to Section 286.23, Florida Statutes)**

**Not Applicable**

**Exhibit "F"**

**Special Conditions, Not Applicable**

**PROJECT NAME:** New Berlin Pond Sites  
**PARCEL NOS.:** 101.1 & 101.2  
**RE NOS.:** RE#106536-0235 & 106536-0210  
**SITE ADDRESSES:** 0 New Berlin Rd., Jacksonville, FL 32226 &  
 0 New Berlin Rd., Jacksonville, FL 32226

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Improvements:	\$ 0 .00
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<hr/>	
<b>Total Amount Paid by City</b>	<b>\$958,245.00</b>

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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 the 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 or waiver of the Due Diligence period, or 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 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 Seller in writing of its objections thereto ("Title Defects") prior to Closing, Seller shall have the right, to cure the designated Title Defects, and Closing shall be extended for a period not to exceed thirty (30) days to allow Seller the opportunity to cure any such Title Defects. Upon the Title Defects being cured, Seller shall notify the City in writing (the "Cure Notice"). If Seller is unwilling or unable to cure the designated Title Defects, or fails to provide written notice of its intent to cure or not cure within ten (10) business days following the City's objection, Seller shall be deemed unwilling to cure, and the City shall have the option of either (i) accepting the title as is, subject to a mutually agreed reduction in the Purchase Price to account for the uncured Title Defects, or (ii) terminating this Agreement upon written notice to the Seller 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. 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, shall execute and deliver to the City a General 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. 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 "D" 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 "E" 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**, an affidavit of survey and no liens, 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 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. 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 SELLERS'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 the City's construction of any specific public facilities or improvements, including but not limited to transportation, recreational, or utility infrastructure. The design, location, and existence of any contemplated or proposed public improvements are not guaranteed and shall not be deemed representations or inducements in connection with this Purchase Agreement.

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 the 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.** (Exhibit "F"). Not applicable.

13. **Failure of Performance.** In the event of a default by either party under this Agreement, the non-defaulting Party may seek the remedy of specific performance. The Parties hereby waive and disclaim any right to damages and further expressly waive any and all other remedies, legal or equitable, except for specific performance and any rights expressly provided herein.

14. **Brokers.** The City represents that it has not engaged a broker or agent in connection with this Agreement. The Seller represents and warrants that it is solely responsible for any brokerage fees, agents' commissions, or other compensation arising from the transaction contemplated herein, and shall indemnify, defend, and hold harmless the City from and against any and all claims, liabilities, or expenses, including without limitation attorneys' fees and other professional costs.

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

**[SIGNATURES ON FOLLOWING PAGES.]**

**SIGNATURE PAGE OF SELLER  
CITY OF JACKSONVILLE  
REAL ESTATE PURCHASE AGREEMENT**

**PROJECT NAME:** New Berlin Pond Sites  
**PARCEL NOS.:** 101.1 & 101.2  
**RE NOS.:** RE#106536-0235 & 106536-0210:  
**SITE ADDRESSES:** 0 New Berlin Rd., Jacksonville, FL 32226 &  
0 New Berlin Rd., Jacksonville, FL 32226

Signed and sealed in our  
Presence of ~~Witnesses~~:

**"SELLER"**

(Sign) [Signature]

By: DONALD HEATH WILLIAMS

(Print) YOGESHKUMAR PATEL

(Address) 12529 Yellow Bluff Rd #6  
Jacksonville, FL 32226

Name: Donald Heath Williams

Title: Seller

(Sign) K. Y. Patel

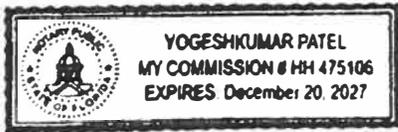
(Print) Ketalben. Y. Patel

(Address) 12529 Yellow Bluff Rd  
Jax, FL, 32226 Ste-6

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 2025 by DONALD WILLIAMS, who is  personally known to me, or produced FLORIDA DRIVER LICENSE as identification.

[Signature]  
Notary Public



**SIGNATURE PAGE OF CITY  
CITY OF JACKSONVILLE  
REAL ESTATE PURCHASE AGREEMENT**

**PROJECT NAME:** New Berlin Pond Sites  
**PARCEL NOS.:** 101.1 & 101.2  
**RE NOS.:** RE#106536-0235 & 106536-0210  
**SITE ADDRESSES:** 0 New Berlin Rd., Jacksonville, FL 32226 &  
0 New Berlin Rd., Jacksonville, FL 32226

**Signed and sealed in our  
Presence as Witnesses:**

(Sign) \_\_\_\_\_

(Print) \_\_\_\_\_

(Address) \_\_\_\_\_

(Sign) \_\_\_\_\_

(Print) \_\_\_\_\_

(Address) \_\_\_\_\_

**“CITY”**

\_\_\_\_\_  
**CITY OF JACKSONVILLE**

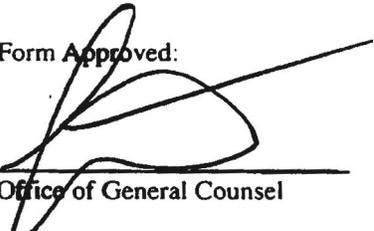
a consolidated municipal corporation and political  
subdivision existing under the laws of the State of  
Florida.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Form Approved:



\_\_\_\_\_  
Office of General Counsel

**Exhibit "A" to Real Estate Purchase Agreement  
RE# 106536 0235**

**SKETCH OF DESCRIPTION FOR  
PROPOSED POND PARCEL 101.1  
TOWNSHIP 1 SOUTH, RANGE 27 EAST  
DUVAL COUNTY, FLORIDA**

**GENERAL NOTES:**

1. THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM (NAD 1983), IN U.S. SURVEY FEET, DERIVING A BEARING OF NORTH 50°07'40"E BETWEEN BEGIN P.T. STATION 39+14.86 (N 2231475.1399, E 463264.8734) AND P.C. STATION 49+89.14, (N 2232163.8345, E 464089.3565), ALONG THE BASELINE OF SURVEY OF NEW BELIN ROAD AS SHOWN ON CITY OF JACKSONVILLE RIGHT OF WAY MAP PROJECT No. 2021-1005, FILE No. TIN-248. ALL COORDINATES SHOWN HEREON ARE BASED ON SAME.
2. IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN HEREON.
3. THIS SKETCH IS NOT A FIELD SURVEY.
4. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PROPOSED POND PARCEL 101.1, AS DIRECTED BY THE CITY OF JACKSONVILLE, FLORIDA.
5. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
6. XREF CITY OF JACKSONVILLE RIGHT OF WAY MAP FILE NO. TIN-248 BY CLARY & ASSOCIATES INC.

**PROPOSED POND PARCEL LOCATION**



**PROJECT LEGEND**

BASELINE OF SURVEY	—————	CONCRETE MONUMENT	□	IC) = CALCULATED DISTANCE	EXIST. = EXISTING
EXISTING R/W LINE	-----	IRON PIPE	○	ID) = DEED DISTANCE	No. = NUMBER
PROPERTY LINE	—————	IRON REBAR/PIPE & CAP	△	B = BASELINE	D.R. = OFFICIAL RECORDS
SUBDIVISION LINE	-----	NAIL & DISK	△	E = EASTING / EAST	P.B. = PLAT BOOK
EDGE OF PAVEMENT	-----	SANITARY MANHOLE	⊕	FND. = FOUND	PG/PGS = PAGE/PAGES
DRIVEWAY	-----	POWER POLE	⊕	ID = IDENTIFICATION	R/W = RIGHT OF WAY
FENCE	-----	SIGN	⊕	IP = IRON PIPE	REB = REBAR
OVERHEAD ELECTRIC	-----	FIRE HYDRANT	⊕	N = NORTHING / NORTH	S = SOUTH
GUANO RAIL	-----	WATER VALVE	⊕	N.T.S. = NOT TO SCALE	STA. = STATION
CONCRETE	-----	PARCE BUSH E	⊕	FOP = EDGE OF PAVEMENT	W = WEST
				CLF = CHAIN LINK FENCE	XREF = CROSS REFERENCE
				WPP = WOOD POWER POLE	
				CPP = CONCRETE POWER POLE	
				BWF = BARBED WIRE FENCE	
				FWF = FIELD WIRE FENCE	

SHEET 1 OF 3

JOB NO 2023-304  
 DRAFTER RLM  
 DATE 08/08/25  
 SCALE 1" = 50'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 32-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 32-17, FLORIDA ADMINISTRATIVE CODE).

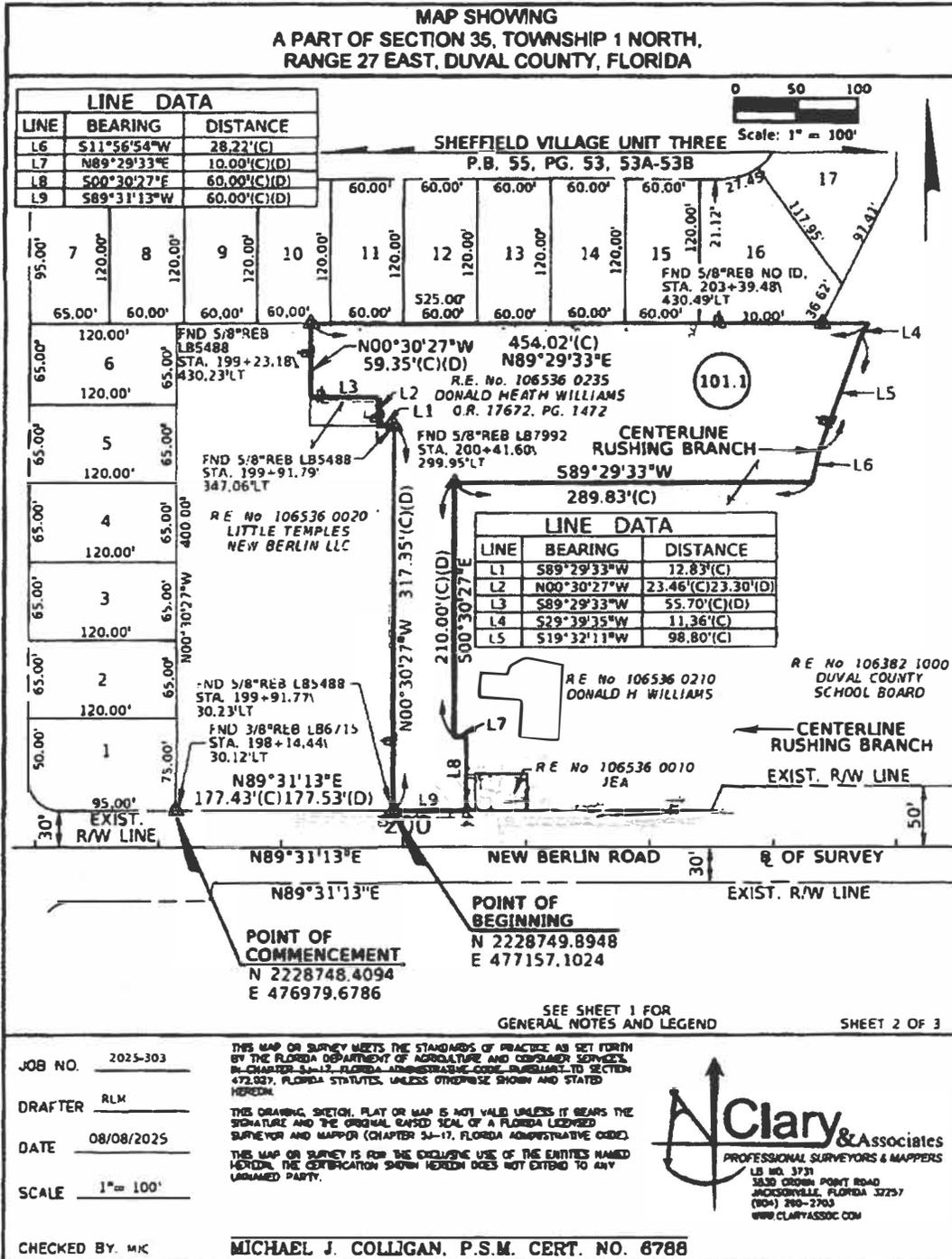
THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



CHECKED BY MJC

**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788**

**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**



**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**

FEE SAMPLE DESCRIPTION  
R.E. No. 106536 0235  
PARCEL 101.1

PROJECT No. 2021-1005

A PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 538, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, SHEFFIELD VILLAGE UNIT THREE, AS RECORDED IN PLAT BOOK 55, PAGES 53, 53A-53B, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, ALSO BEING A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89°31'13" EAST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 177.43 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17872, PAGE 1472, OF SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE NORTHERLY AND WESTERLY ALONG THE WESTERLY LINE OF SAID LANDS THE FOLLOWING 5 COURSES: (1) NORTH 00°30'27" WEST, 317.35 FEET; (2) SOUTH 89°29'33" WEST, 12.83 FEET; (3) NORTH 00°30'27" WEST, 23.48 FEET; (4) SOUTH 89°29'33" WEST, 55.70 FEET; (5) NORTH 00°30'27" WEST, 58.35 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17872, PAGE 1472 AND TO THE SOUTH LINE OF SAID SHEFFIELD VILLAGE UNIT THREE. THENCE NORTH 89°29'33" EAST, ALONG THE NORTH LINE OF SAID LANDS AND SAID SOUTH LINE OF SHEFFIELD VILLAGE UNIT THREE, A DISTANCE OF 454.02 FEET TO THE CENTERLINE OF RUSHING BRANCH; THENCE SOUTHERLY ALONG SAID CENTERLINE OF RUSHING BRANCH THE FOLLOWING 3 COURSES: (1) SOUTH 29°39'35" WEST, 11.38 FEET; (2) SOUTH 19°32'11" WEST, 88.80 FEET; (3) SOUTH 11°56'54" WEST, 28.22 FEET TO THE SOUTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17872, PAGE 1472; THENCE SOUTH 89°29'33" WEST, ALONG LAST SAID LINE, A DISTANCE OF 289.83 FEET TO THE EASTERLY LINE OF SAID LANDS, THENCE SOUTHERLY AND EASTERLY ALONG THE EASTERLY LINE SAID LANDS THE FOLLOWING 3 COURSES: (1) SOUTH 00°30'27" EAST, 210.00 FEET; (2) NORTH 89°29'33" EAST, 10.00 FEET; (3) SOUTH 00°30'27" EAST, 80.00 FEET TO SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD, THENCE SOUTH 89°31'13" WEST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.500 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES.

**APPROVED**  
LEGAL DESCRIPTION  
**WITH MAP**

By MC Date 8/16/25

SEE SHEET 1 FOR  
GENERAL NOTES AND LEGEND SHEET 3 OF 3

JOB NO 2025 303  
DRAFTER RLM  
DATE 08/08/2025  
SCALE 1" = 50'  
CHECKED BY: MJC

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNRELATED PARTY.

**Michael Colligan** 2025.08.08 13:20:50  
-04'00"

**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 8788**

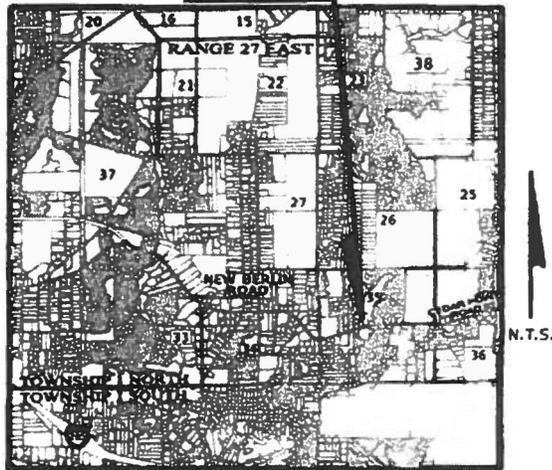


## SKETCH OF DESCRIPTION FOR PROPOSED POND PARCEL 101.2 TOWNSHIP 1 SOUTH, RANGE 27 EAST DUVAL COUNTY, FLORIDA

**GENERAL NOTES:**

1. THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM (NAD 1983), IN U.S. SURVEY FEET DERIVING A BEARING OF NORTH 50°07'40"E BETWEEN BEGIN P.T. STATION 39+14.86 (N 2231475.1399, E 463264.8734) AND P.C. STATION 49+89.14, (N 2232163.8345, E 864089.3565), ALONG THE BASELINE OF SURVEY OF NEW BELIN ROAD AS SHOWN ON CITY OF JACKSONVILLE RIGHT OF WAY MAP PROJECT No. 2021-1005, FILE No. TIN-248. ALL COORDINATES SHOWN HEREON ARE BASED ON SAME.
2. IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN HEREON.
3. THIS SKETCH IS NOT A FIELD SURVEY.
4. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PROPOSED POND PARCEL 101.2, AS DIRECTED BY THE CITY OF JACKSONVILLE FLORIDA.
5. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
6. XREF CITY OF JACKSONVILLE RIGHT OF WAY MAP FILE NO. TIN-248, BY CLARY & ASSOCIATES INC.

PROPOSED  
POND PARCEL  
LOCATION



**PROJECT LEGEND**

BASELINE OF SURVEY	—————	CONCRETE MONUMENT	⊠	(C) = CALCULATED DISTANCE	EXIST. = EXISTING
EXISTING R/W LINE	—————	IRON PIPE	⊙	(D) = DEED DISTANCE	Nu. = NUMBER
PROPERTY LINE	—————	IRON REBAR PIPE & CAP	⊠	⊠ = BASELINE	O.R. = OFFICIAL RECORDS
SUBDIVISION LINE	—————	MAIL & DISK	⊠	E = EASTING / EAST	P.B. = PLAT BOOK
EDGE OF PAVEMENT	-----	SANITARY MANHOLE	⊠	FND. = FOUND	PG/PGS = PAGE/PAGES
ORIVEWAY	-----	POW. R. POLE	⊠	ID = IDENTIFICATION	R/W = RIGHT OF WAY
FENCE	-----	SIGN	⊠	IP = IRON PIPE	REB = REBAR
OVERHEAD ELECTRIC	-----	FIRE HYDRANT	⊠	N = NORTHING / NORTH	S = SOUT
GUARD RAIL	-----	WATER VALVE	⊠	N.T.S. = NOT TO SCALE	STA. = STATION
CONCRETE	-----	PARCEL BUBBLE	⊠	EOP = EDGE OF PAVEMENT	W = WEST
				CLF = CHAIN LINK FENCE	XREF = CROSS REFERENCE
				WPP = WOOD POWER POLE	
				CPP = CONCRETE POWER POLE	
				BWF = BARBED WIRE FENCE	
				FWF = FIELD WIRE FENCE	

SHEET 1 OF 3

<p>JOB NO <u>2025-304</u></p> <p>DRAFTER <u>RLW</u></p> <p>DATE <u>08/08/25</u></p> <p>SCALE <u>1" = 50'</u></p> <p>CHECKED BY <u>MJC</u></p>	<p>THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 3A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.</p> <p>THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 3A-17, FLORIDA ADMINISTRATIVE CODE).</p> <p>THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNRAISED PARTY.</p>	<p><b>Clary &amp; Associates</b> PROFESSIONAL SURVEYORS &amp; MAPPERS LB NO. 3721 2830 GREEN POINT ROAD JACKSONVILLE, FLORIDA 32217 (904) 260-2700 WWW.CLARYASSOC.COM</p>
<p><b>MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788</b></p>		



**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**

FEE SIMPLE DESCRIPTION  
R.E. No. 106538 0210  
PARCEL 101.2

PROJECT No. 2021-1005

A PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17412, PAGE 788, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, SHEFFIELD VILLAGE UNIT THREE, AS RECORDED IN PLAT BOOK 55, PAGES 53, 53A-53B, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, ALSO BEING A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89°31'13" EAST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 237.43 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17412, PAGE 788, OF SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LANDS THE FOLLOWING 3 COURSES: (1) NORTH 00°30'27" WEST, 60.00 FEET; (2) SOUTH 89°29'33" WEST, 10.00 FEET; (3) NORTH 00°30'27" WEST, 210.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE NORTH 89°29'33" EAST, ALONG THE NORTHERLY LINE OF SAID LANDS A DISTANCE OF 289.83 FEET TO THE CENTERLINE OF RUSHING BRANCH, THENCE SOUTHERLY ALONG SAID CENTERLINE OF RUSHING BRANCH THE FOLLOWING 3 COURSES (1) SOUTH 11°56'54" WEST, 146.82 FEET; (2) SOUTH 39°07'44" WEST, 35.94 FEET; (3) SOUTH 12°16'44" WEST, 60.87 FEET TO SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD; THENCE WESTERLY ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE THE FOLLOWING 2 COURSES: (1) SOUTH 23°31'37" WEST, 21.88 FEET; (2) SOUTH 89°31'13" WEST, 149.22 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 6752, PAGE 652 OF SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE NORTH 00°28'47" WEST, ALONG LAST SAID LINE, A DISTANCE OF 30.00 FEET TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 6752, PAGE 652, THENCE SOUTH 89°31'13" WEST, ALONG LAST SAID LINE, A DISTANCE OF 42.00 FEET TO THE WESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 6752, PAGE 652, THENCE SOUTH 00°28'47" EAST, ALONG LAST SAID LINE, A DISTANCE OF 30.00 FEET TO SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD; THENCE SOUTH 89°31'13" WEST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 7.16 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.524 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**APPROVED**  
DESCRIPTION AGREES WITH MAP  
**CITY ENGINEERS OFFICE**  
By SEC Date 08/08/2025

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND SHEET 3 OF 3

JOB NO. 2025 303  
DRAFTER RLM  
DATE 08/08/2025  
SCALE 1" = 50'  
CHECKED BY: MIC

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RACED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNLICENCED PARTY.

**Michael Colligan** 2025.08.08 13:22:23  
-04'00"

**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788**



**Exhibit "B" to Real Estate Purchase Agreement**

**Not Applicable**

**Exhibit "C" to Real Estate Purchase Agreement**

**THIS INSTRUMENT PREPARED BY:**

Harry M. Wilson, IV.  
Gov. Operations Dept.  
City of Jacksonville  
117 W. Duval Street, Suite 480  
Jacksonville, FL 32202

**RECORD AND RETURN TO:**

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

Project Name:  
RE No.:  
Site Address:

**GENERAL WARRANTY DEED**

THIS INDENTURE is made this 16th day of December, 2025, by and between Donald Heath Williams, whose address is if 2723 Daylily LN Jacksonville, FL 32226 ("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 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 incorporated herein by reference

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. 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 release 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.

**Note to Clerk: This instrument is exempt from the payment of documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida Administrative Code.**

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

  
Signature of Witness  
Print Name: YOGESHKUMAR PATEL  
Address: 12529 Yellow Bluff Rd #6  
Jacksonville, FL 32226

K. Y. Patel  
Signature of Witness  
Print Name: Ketayben Y. Patel  
Address: 12529, Yellow Bluff Rd  
Ste-6 Jacksonville, FL, 32226

Grantor:  
By: David Andrew Walker

Date: 12/16/2025

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

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of (check one)  physical presence or  online notarization, this 16<sup>th</sup> day of December, 2025 by David Williams who (check one)  is personally known to me, or  has produced FLORIDA DRIVER as identification. LICENSE.

(Notary Seal)



  
Printed Name: YOGESHKUMAR PATEL  
Notary Public, State and County Aforesaid  
My Commission Expires: 12/20/27  
Commission Number: HH-635106

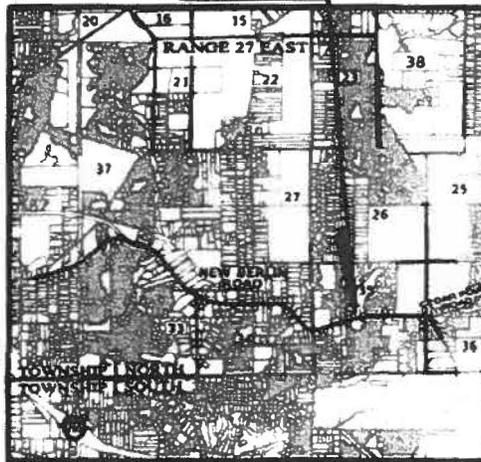
**Exhibit A of General Warranty Deed  
RE# 106536 0235**

**SKETCH OF DESCRIPTION FOR  
PROPOSED POND PARCEL 101.1  
TOWNSHIP 1 SOUTH, RANGE 27 EAST  
DUVAL COUNTY, FLORIDA**

**GENERAL NOTES:**

1. THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM (NAD 1983), IN U.S. SURVEY FEET, DERIVING A BEARING OF NORTH 50°07'40"E BETWEEN BEGIN P.T. STATION 39+14.86 (N 2231475.1399, E 463264.8734) AND P.C. STATION 49+89.14. (N 2232163.8345 E 464089.3565), ALONG THE BASELINE OF SURVEY OF NEW BELIN ROAD AS SHOWN ON CITY OF JACKSONVILLE RIGHT OF WAY MAP PROJECT NO. 2021-1005, FILE NO. T1N-248. ALL COORDINATES SHOWN HEREON ARE BASED ON SAME.
2. IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN HEREON.
3. THIS SKETCH IS NO A FIELD SURVEY.
4. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PROPOSED POND PARCEL 101.1 AS DIRECTED BY THE CITY OF JACKSONVILLE, FLORIDA.
5. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
6. XREF CITY OF JACKSONVILLE RIGHT OF WAY MAP FILE NO. T1N-248 BY CLARY & ASSOCIATES INC.

**PROPOSED  
POND PARCEL  
LOCATION**



**PROJECT LEGEND**

BASILINE OF SURVEY	—————	CONCRETE MONUMENT	□	C) = CALCULATED DISTANCE	EXIST. = EXISTING
EXISTING RAW LINE	—————	IRON PIPE	○	(D) = DEED DISTANCE	No. = NUMBER
PROPERTY LINE	—————	IRON REBAR/PIPE & CAP	△	B = BASELINE	O.R. = OFFICIAL RECORDS
SUBDIVISION LINE	—————	NAIL & DISK	▲	E = EASTING / EAST	P.B. = PLAT BOOK
EDGE OF PAVEMENT	- - - - -	SANITARY MANHOLE	⊕	FND. = FOUND	PG/PGS = PAGE/PAGES
DRIVEWAY	- - - - -	POWER POLE	⊕	ID = IDENTIFICATION	R/W = RIGHT OF WAY
FENCE	—————	SIGN	⊕	IP = IRON PIPE	REB = REBAR
OVERHEAD ELECTRIC	- - - - -	FIRE HYDRANT	⊕	N = NORTHING / NORTH	S = SOUT
GUARD RAIL	- - - - -	WATER VALVE	⊕	N.T.S. = NOT TO SCALE	STA. = STATION
CONCRETE	- - - - -	PARCEL BUBBLE	⊕	FOP = EDGE OF PAVEMENT	W = WEST
				CLF = CHAIN LINK FENCE	XREF = CROSS REFERENCE
				WPP = WOOD POWER POLE	
				CPP = CONCRETE POWER POLE	
				BWF = BARBED WIRE FENCE	
				FWF = FIELD WIRE FENCE	

SHEET 1 OF 3

JOB NO 2025-304  
DRAFTER RLM  
DATE 08/08/25  
SCALE 1" = 50'  
CHECKED BY MJC

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 3A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

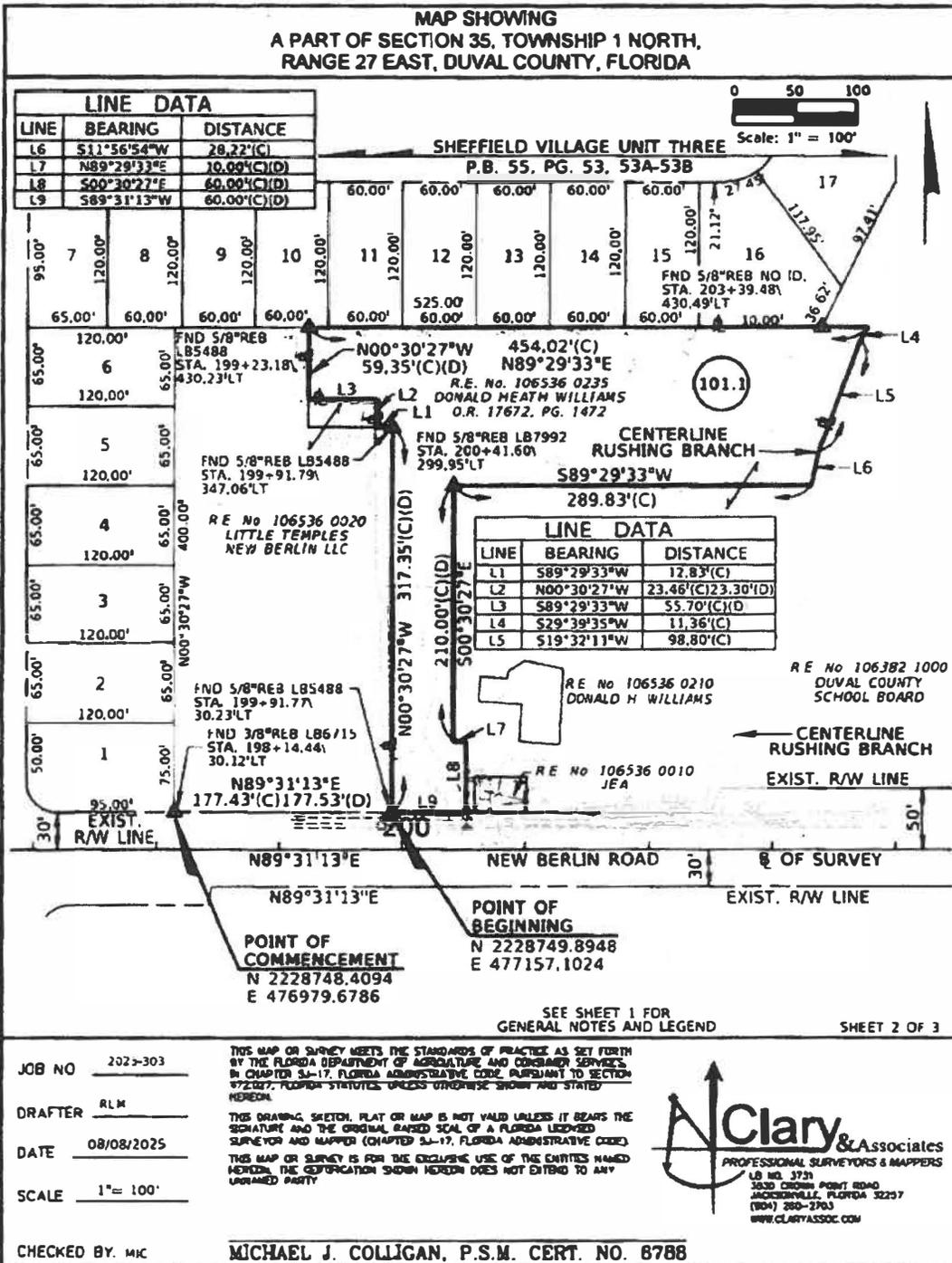
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THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNLAMED PARTY.



**MICHAEL J. COLLIGAN, P.S.M., CERT. NO. 8788**

**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**



**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**

FEE SIMPLE DESCRIPTION  
R.E. No. 106538 0235  
PARCEL 101.1

PROJECT No. 2021-1005

A PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 558, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, SHEFFIELD VILLAGE UNIT THREE, AS RECORDED IN PLAT BOOK 55, PAGES 53, 53A-53B, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, ALSO BEING A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89°31'13" EAST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 177.43 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17872, PAGE 1472, OF SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE NORTHERLY AND WESTERLY ALONG THE WESTERLY LINE OF SAID LANDS THE FOLLOWING 3 COURSES: (1) NORTH 00°30'27" WEST, 317.35 FEET; (2) SOUTH 89°29'33" WEST, 12.83 FEET; (3) NORTH 00°30'27" WEST, 23.48 FEET; (4) SOUTH 89°29'33" WEST, 55.70 FEET; (5) NORTH 00°30'27" WEST, 59.35 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17872, PAGE 1472 AND TO THE SOUTH LINE OF SAID SHEFFIELD VILLAGE UNIT THREE, THENCE NORTH 89°29'33" EAST, ALONG THE NORTH LINE OF SAID LANDS AND SAID SOUTH LINE OF SHEFFIELD VILLAGE UNIT THREE, A DISTANCE OF 454.02 FEET TO THE CENTERLINE OF RUSHING BRANCH; THENCE SOUTHERLY ALONG SAID CENTERLINE OF RUSHING BRANCH THE FOLLOWING 3 COURSES: (1) SOUTH 29°39'35" WEST, 11.38 FEET; (2) SOUTH 19°32'11" WEST, 98.80 FEET; (3) SOUTH 11°56'54" WEST, 28.22 FEET TO THE SOUTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17872, PAGE 1472; THENCE SOUTH 89°29'33" WEST, ALONG SAID LINE, A DISTANCE OF 289.83 FEET TO THE EASTERLY LINE OF SAID LANDS; THENCE SOUTHERLY AND EASTERLY ALONG THE EASTERLY LINE SAID LANDS THE FOLLOWING 3 COURSES: (1) SOUTH 00°30'27" EAST, 210.00 FEET; (2) NORTH 89°29'33" EAST, 10.00 FEET; (3) SOUTH 00°30'27" EAST, 60.00 FEET TO SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD; THENCE SOUTH 89°31'13" WEST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.500 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT NO OTHER OBJECTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 551.07, FLORIDA STATUTES.

**APPROVED**  
FOR RECORDATION  
**WITH MAP**  
By MC Date 8/2/25

SEE SHEET 1 FOR  
GENERAL NOTES AND LEGEND SHEET 3 OF 3

JOB NO 2025 303  
DRAFTER RLM  
DATE 08/08/2025  
SCALE 1" = 50'  
CHECKED BY: MIC

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.  
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THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNRELATED PARTY.

**Michael Colligan** 2025.08.08 13:20:50  
-04'00"  
**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788**

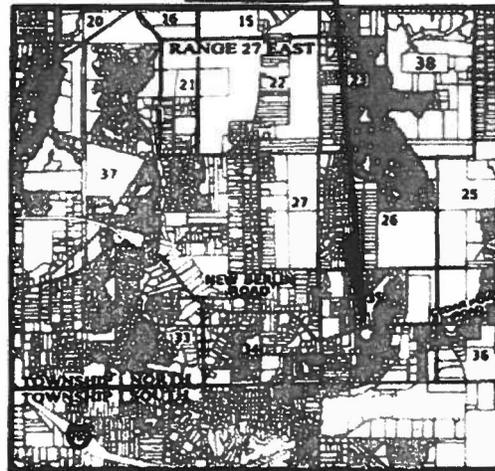
**Clary & Associates**  
PROFESSIONAL SURVEYORS & MAPPERS  
LIC. NO. 3731  
2830 GROUND PORT ROAD  
JACKSONVILLE, FLORIDA 32237  
(904) 280-2763  
WWW.CLARYASSOC.COM

## SKETCH OF DESCRIPTION FOR PROPOSED POND PARCEL 101.2 TOWNSHIP 1 SOUTH, RANGE 27 EAST DUVAL COUNTY, FLORIDA

**GENERAL NOTES:**

1. THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM (NAD 1983), IN U.S. SURVEY FEET, DERIVING A BEARING OF NORTH 50°07'40" E BETWEEN BEGIN P.T. STATION 39+14.86 (N 2231475.1399, E 463264.8734) AND P.C. STATION 49+89.14. (N 2232163.8345 E 464089.3565). ALONG THE BASELINE OF SURVEY OF NEW BELIN ROAD AS SHOWN ON CITY OF JACKSONVILLE RIGHT OF WAY MAP PROJEC<sup>T</sup> No. 2021-1005, FILE No. 71W-248. ALL COORDINATES SHOWN HEREON ARE BASED ON SAME.
2. IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN HEREON.
3. THIS SKETCH IS NO A FIELD SURVEY.
4. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PROPOSED POND PARCEL 101.2, AS DIRECTED BY THE CITY OF JACKSONVILLE FLORIDA.
5. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
6. XREF CITY OF JACKSONVILLE RIGHT OF WAY MAP FILE NO. 71W-248 BY CLARY & ASSOCIATES INC.

PROPOSED POND PARCEL LOCATION



**PROJECT LEGEND**

BASELINE OF SURVEY	—————	CONCRETE MONUMENT	□	(C) = CALCULATED DISTANCE	EXIST. = EXISTING
EXISTING RAW LINE	—————	IRON PIPE	⊙	(D) = DEED DISTANCE	NO. = NUMBER
PROPERTY LINE	—————	IRON REBAR PIPE & CAP	△	R = BASELINE	O.R. = OFFICIAL RECORDS
SUBDIVISION LINE	—————	NAIL & DISK	△	E = EASTING / EAST	P.B. = PLAT BOOK
EDGE OF PAVEMENT	—————	SANITARY MANHOLE	⊕	FND. = FOUND	PG/PGS = PAGE/PAGES
DRIVEWAY	—————	POWER POLE	⊕	ID = IDENTIFICATION	R/W = RIGHT OF WAY
FENCE	—————	SIGN	⊕	IP = IRON PIPE	REB = REBAR
OVERHEAD ELECTRIC	—————	FIRE HYDRANT	⊕	N = NORthing / NORTH	S = SOUTH
GUARD RAIL	—————	WATER VALVE	⊕	N.T.S. = NOT TO SCALE	STA. = STATION
CONCRETE	—————	PARCEL BUBBLE	⊕	FOP = FOGG OF PAVFMFN	W = WEST
				CLF = CHAIN LINK FENCE	XREF = CROSS REFERENCE
				WPP = WOOD POWER POLE	
				CPP = CONCRETE POWER POLE	
				BWF = BARBED WIRE FENCE	
				FWF = FIELD WIRE FENCE	

SHEET 1 OF 3

JOB NO 2025-304  
 DRAFTER RLM  
 DATE 08/08/25  
 SCALE 1" = 50'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 3J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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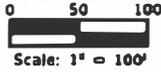
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CHECKED BY: MJC

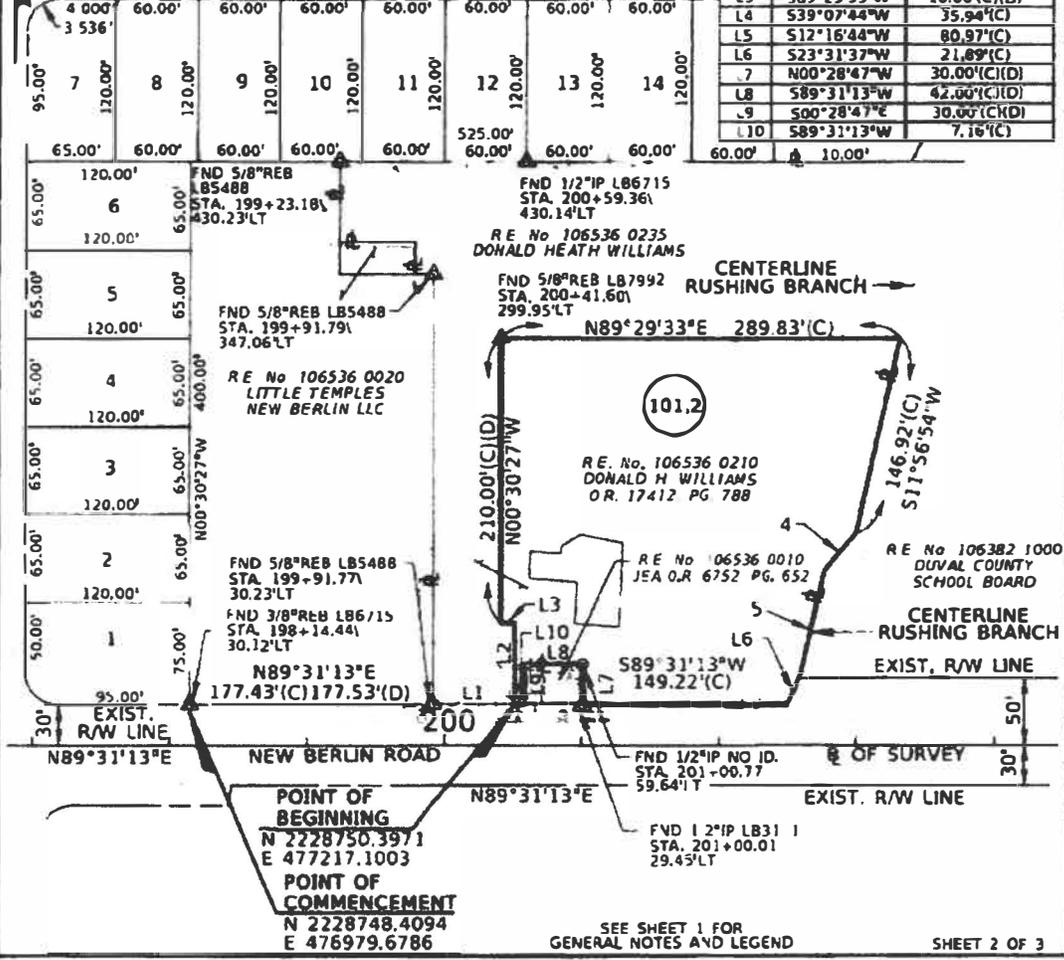
MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 8788

**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**



**SHEFFIELD VILLAGE UNIT THREE**

P.B. 55, PG. 53



LINE DATA		
LINE	BEARING	DISTANCE
L1	N89°29'33"E	60.00'(C)(D)
L2	N00°30'27"W	60.00'(C)(D)
L3	S89°29'33"W	10.00'(C)(D)
L4	S39°07'44"W	35.94'(C)
L5	S12°16'44"W	80.97'(C)
L6	S23°31'37"W	21.89'(C)
L7	N00°28'47"W	30.00'(C)(D)
L8	S89°31'13"W	42.00'(C)(D)
L9	S00°28'47"E	30.00'(C)(D)
L10	S89°31'13"W	7.16'(C)

JOB NO. 2023-303  
 DRAFTER RLM  
 DATE 08/08/2025  
 SCALE 1" = 100'

CHECKED BY MKC

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 3A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6786**



**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 L.S. NO. 3731  
 3830 GORDON POINT ROAD  
 JACKSONVILLE, FLORIDA 32257  
 (904) 960-2700  
 WWW.CLARYASSOC.COM

**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**

FEE SIMPLE DESCRIPTION  
R.E. No. 106536 0210  
PARCEL 101.2

PROJECT No. 2021-1005

A PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17412, PAGE 788, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, SHEFFIELD VILLAGE UNIT THREE, AS RECORDED IN PLAT BOOK 55, PAGES 53, 53A-53B, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, ALSO BEING A POINT ON THE NORTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89°31'13" EAST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 237.43 FEET TO THE SOUTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 17412, PAGE 788, OF SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND TO THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LANDS THE FOLLOWING 3 COURSES: (1) NORTH 00°30'27" WEST, 60.00 FEET; (2) SOUTH 89°29'33" WEST, 10.00 FEET; (3) NORTH 00°30'27" WEST, 210.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE NORTH 89°29'33" EAST, ALONG THE NORTHERLY LINE OF SAID LANDS A DISTANCE OF 289.83 FEET TO THE CENTERLINE OF RUSHING BRANCH, THENCE SOUTHERLY ALONG SAID CENTERLINE OF RUSHING BRANCH THE FOLLOWING 3 COURSES: (1) SOUTH 11°56'54" WEST, 148.92 FEET; (2) SOUTH 39°07'44" WEST, 35.84 FEET; (3) SOUTH 12°18'44" WEST, 80.97 FEET TO SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD; THENCE WESTERLY ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE THE FOLLOWING 2 COURSES: (1) SOUTH 23°31'37" WEST, 21.89 FEET; (2) SOUTH 89°31'13" WEST, 148.22 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8752, PAGE 852 OF SAID CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE NORTH 00°28'47" WEST, ALONG LAST SAID LINE, A DISTANCE OF 30.00 FEET TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8752, PAGE 852. THENCE SOUTH 89°31'13" WEST, ALONG LAST SAID LINE, A DISTANCE OF 42.00 FEET TO THE WESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 8752, PAGE 852. THENCE SOUTH 00°28'47" EAST, ALONG LAST SAID LINE, A DISTANCE OF 30.00 FEET TO SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD; THENCE SOUTH 89°31'13" WEST, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 7.16 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.524 ACRES, MORE OR LESS

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**APPROVED**  
DESCRIPTION ACCURATE  
WITH MAP  
**CITY ENGINEERS OFFICE**  
By SEC Date 08/08/2025

SEE SHEET 1 FOR  
GENERAL NOTES AND LEGEND SHEET 3 OF 3

JOB NO. 2025-303  
DRAFTER RLM  
DATE 08/08/2025  
SCALE 1" = 50'  
CHECKED BY MJC

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNRAISED PARTY.

**Michael Colligan** 2025.08.08 13:22:23  
-04'00"

**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788**

  
**Clary & Associates**  
PROFESSIONAL SURVEYORS & MAPPERS  
LD NO. 3723  
3830 CROWN POINT ROAD  
JACKSONVILLE, FLORIDA 32257  
(904) 280-2700  
WWW.CLARYASSOC.COM

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Donald Heath Williams</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor    <input type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions)</p>	<p><b>4</b> 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right; font-size: small;">(Applies to accounts maintained outside the United States.)</p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions <b>2723 Daylily LN</b></p> <p><b>6</b> City, state, and ZIP code <b>Jacksonville, FL 32226</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>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 <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>	<p>Social security number</p> <div style="background-color: black; width: 100%; height: 100%;"></div>
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<p><b>Part II Certification</b></p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p><b>Certification instructions.</b> 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.</p>	<p><b>Sign Here</b></p> <p>Signature of U.S. person: <i>Donald Heath Williams</i></p> <p>Date: <b>12/16/2025</b></p>
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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](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Exhibit "E" to Purchase and Sale Agreement**  
**Disclosure Affidavit**  
**(Pursuant to Section 286.23, Florida Statutes)**

**Not Applicable**

**Exhibit "F"**

**Special Conditions, Not Applicable**

**PROJECT NAME:** New Berlin Pond Sites  
**PARCEL NOS.:** 102.1 & 102.2  
**RE NOS.:** RE#106548-0000 & 106536-0050  
**SITE ADDRESSES:** 3696 New Berlin Rd., Jacksonville, FL 32226 &  
 3694 New Berlin Rd., Jacksonville, FL 32226

**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 **NEW CEDAR POINT PROPERTIES** whose address is 11478 Pine Ct., Jacksonville Florida 32258 (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 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 Seller hereby covenant and 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.** ("Exhibit B"). Intentionally Deleted.
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 SEVEN HUNDRED SIXTY EIGHT THOUSAND FOUR HUNDRED DOLLARS AND ZERP CENTS (**\$768,400.00**) (the "Purchase Price") and comprised of the following:

Land:	\$ 768,400 .00
Improvements:	\$ 0 .00
Total:	\$ 000.00
Taxes (to be calculated when closing date set)	\$ TBD
<b>Total Amount Paid by City</b>	<b>\$768,400.00</b>

**PROJECT NAME:** New Berlin Pond Sites  
**PARCEL NOS.:** 102.1 & 102.2  
**RE NOS.:** RE#106548-0000 & 106536-0050  
**SITE ADDRESSES:** 3696 New Berlin Rd., Jacksonville, FL 32226 &  
 3694 New Berlin Rd., Jacksonville, FL 32226

**CITY OF JACKSONVILLE**  
**REAL ESTATE PURCHASE AGREEMENT**

**THIS REAL ESTATE PURCHASE AGREEMENT** ("Agreement") is made this 12 day of December, 2025 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 **NEW CEDAR POINT PROPERTIES** whose address is 11478 Pine Ct., Jacksonville Florida 32258 (the "Seller"). (City and the Seller are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties").

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Land:	\$ 768,400 .00
Improvements:	\$ 0 .00
Total:	\$ 000.00
Taxes (to be calculated when closing date set)	\$ TBD
<b>Total Amount Paid by City</b>	<b>\$768,400.00</b>

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 Seller shall pay all costs to prepare and record any documents necessary to cure any title defect. The Deed is being executed and delivered by Seller 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 is subject to the final approval of the Jacksonville City Council ("City Council") and shall be duly executed by the Mayor's Office ("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 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 the 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. SJ-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 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. Seller acknowledges and agrees that Seller 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.

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 the 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 or waiver of the Due Diligence period, or 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 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 Seller in writing of its objections thereto ("Title Defects") prior to Closing, Seller shall have the right, to cure the designated Title Defects, and Closing shall be extended for a period not to exceed thirty (30) days to allow Seller the opportunity to cure any such Title Defects. Upon the Title Defects being cured, Seller shall notify the City in writing (the "Cure Notice"). If Seller is unwilling or unable to cure the designated Title Defects, or fails to provide written notice of its intent to cure or not cure within ten (10) business days following the City's objection, Seller shall be deemed unwilling to cure, and the City shall have the option of either (i) accepting the title as is, subject to a mutually agreed reduction in the Purchase Price to account for the uncured Title Defects, or (ii) terminating this Agreement upon written notice to the Seller 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. 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, shall execute and deliver to the City a General 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. 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 "D" 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 "E" 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**, an affidavit of survey and no liens, 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 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. 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 SELLERS'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 the City's construction of any specific public facilities or improvements, including but not limited to transportation, recreational, or utility infrastructure. The design, location, and existence of any contemplated or proposed public improvements are not guaranteed and shall not be deemed representations or inducements in connection with this Purchase Agreement.

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 the 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.** (Exhibit "F"). Not applicable.

13. **Failure of Performance.** In the event of a default by either party under this Agreement, the non-defaulting Party may seek the remedy of specific performance. The Parties hereby waive and disclaim any right to damages and further expressly waive any and all other remedies, legal or equitable, except for specific performance and any rights expressly provided herein.

14. **Brokers.** The City represents that it has not engaged a broker or agent in connection with this Agreement. The Seller represents and warrants that it is solely responsible for any brokerage fees, agents' commissions, or other compensation arising from the transaction contemplated herein, and shall indemnify, defend, and hold harmless the City from and against any and all claims, liabilities, or expenses, including without limitation attorneys' fees and other professional costs.

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

[SIGNATURES ON FOLLOWING PAGES.]

**SIGNATURE PAGE OF SELLER  
CITY OF JACKSONVILLE  
REAL ESTATE PURCHASE AGREEMENT**

**PROJECT NAME:** New Berlin Pond Sites  
**PARCEL NOS.:** 102.1 & 102.2  
**RE NOS.:** RE#106548-0000 & 106536-0050  
**SITE ADDRESSES:** 3696 New Berlin Rd., Jacksonville, FL 32226 &  
3694 New Berlin Rd., Jacksonville, FL 32226

Signed and sealed in our  
Presence as Witnesses:

(Sign) [Signature]  
(Print) William Edgar  
(Address) 9838 Old Baymeadows  
Rd Jacksonville FL 32256

(Sign) [Signature]  
(Print) Abigail W. Gentry  
(Address) 9838 Old Baymeadows  
Rd Jacksonville FL 32256

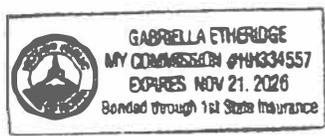
**"SELLER"**

By: [Signature]  
NEW CEDAR POINT PROPERTIES

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2025 by \_\_\_\_\_  
Kimber Andrews who is  personally known to me, or  
produced \_\_\_\_\_ Fl. Drivers License as  
identification.



[Signature]  
Notary Public

**SIGNATURE PAGE OF CITY  
CITY OF JACKSONVILLE  
REAL ESTATE PURCHASE AGREEMENT**

**PROJECT NAME:** New Berlin Pond Sites  
**PARCEL NOS.:** 102.1 & 102.2  
**RE NOS.:** RE#106548-0000 & 106536-0050  
**SITE ADDRESSES:** 3696 New Berlin Rd., Jacksonville, FL 32226 &  
3694 New Berlin Rd., Jacksonville, FL 32226

**Signed and sealed in our  
Presence as Witnesses:**

(Sign) \_\_\_\_\_  
(Print) \_\_\_\_\_  
(Address) \_\_\_\_\_

(Sign) \_\_\_\_\_  
(Print) \_\_\_\_\_  
(Address) \_\_\_\_\_

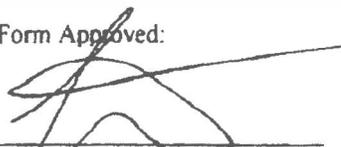
**"CITY"**

\_\_\_\_\_  
**CITY OF JACKSONVILLE**

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Form Approved:

  
\_\_\_\_\_  
Office of General Counsel

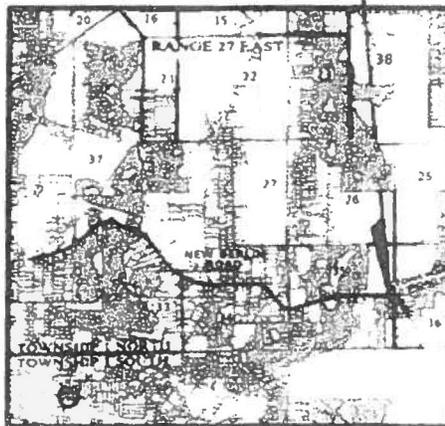
**Exhibit "A" to Real Estate Purchase Agreement**  
**RE#: 106548-0000**

**SKETCH OF DESCRIPTION FOR  
 PROPOSED POND PARCEL 102.1  
 TOWNSHIP 1 SOUTH, RANGE 27 EAST  
 DUVAL COUNTY, FLORIDA**

**GENERAL NOTES:**

1. THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD 1983) IN U.S. SURVEY FEET DERIVING A BEARING OF NORTH 50°07'40"E BETWEEN BEGIN POINT STATION 39+14.86 (N 2231475.1399, E 463264.8733) AND P.C. STATION 49+89.14 (N 2232163.8345, E 464089.3565) ALONG THE BASELINE OF SURVEY OF NEW BELIN ROAD AS SHOWN ON CITY OF JACKSONVILLE RIGHT OF WAY MAP PROJECT No. 2021-1005 FILE No. T1M-246. ALL COORDINATES SHOWN HEREON ARE BASED ON SAME.
2. IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN HEREON.
3. THIS SKETCH IS NOT A FIELD SURVEY.
4. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PROPOSED POND PARCEL 102.1 AS DIRECTED BY THE CITY OF JACKSONVILLE, FLORIDA.
5. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
6. XREF CITY OF JACKSONVILLE RIGHT OF WAY MAP FILE NO. T1M-246 BY CLARY & ASSOCIATES, INC.

**PROPOSED  
 POND PARCEL  
 LOCATION**



**PROJECT LEGEND**

BASILINE OF SURVEY	—————	CONCRETE MONUMENT	⊠	CI = CALCULATED DISTANCE	NO. = NUMBER
EXISTING R/W LINE	- - - - -	IRON PIPE	⊙	DI = DEED DISTANCE	OR = OFFICIAL RECORDS
PROPERTY LINE	—————	IRON REBAR PIPE & CAP	⊠	B = BASE LINE	P.B = PLAT BOOK
SUBDIVISION LINE	—————	NAIL & DISK	⊠	E = EASTING EAST	PG PGS = PAGE PAGES
EDGE OF PAVEMENT	—————	SANITARY MANHOLE	⊙	FD = FOUND	R/W = RIGHT OF WAY
DRIVEWAY	—————	POWER POLE	⊙	D = IDENTIFICATION	R/S = REBAR
FENCE	—————	SIGN	⊙	P = IRON PIPE	S = SOUTH
OVERHEAD CATV	—————	STORAGE TANK	⊙	N = NORTHING NORTH	A = STATION
		PEDESTRIAN SIGNAL	⊙	N.T.S. = NOT TO SCALE	N = WEST
		CULY ANCHOR	⊙	EOP = EDGE OF PAVEMENT	XREF = CROSS REFERENCE
		MARKER	⊙	CLF = CHAIN LINK FENCE	
				W.P. = WOOD TELEPHONE POLE	
				W.P.P. = WOOD POWER POLE	
				C.P.P. = CONCRETE POWER POLE	
				W.F. = FIELD WIRE FENCE	

SHEET 1 OF 3

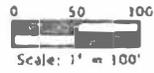
JOB NO	2025--504	<p>THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, RE CHAPTER 35-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 475.007, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.</p> <p>THIS DRAWING, SECTION, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL PRESSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 35-17, FLORIDA ADMINISTRATIVE CODE).</p> <p>THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.</p>
DRAFTER	PLW	
DATE	08 08 25	
SCALE	" = 50'	
CHECKED BY	MJC	
<p><b>MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 0788</b></p>		<p><b>Clary &amp; Associates</b>          PROFESSIONAL SURVEYORS &amp; MAPPERS          LB NO. 1771          1832 CROWN POINT ROAD          JACKSONVILLE, FLORIDA 32207          (904) 380-2703          WWW.CLARYASSOC.COM</p>

**MAP SHOWING  
A PART OF SECTION 35 TOWNSHIP 1 NORTH  
RANGE 27 EAST, DUVAL COUNTY FLORIDA**

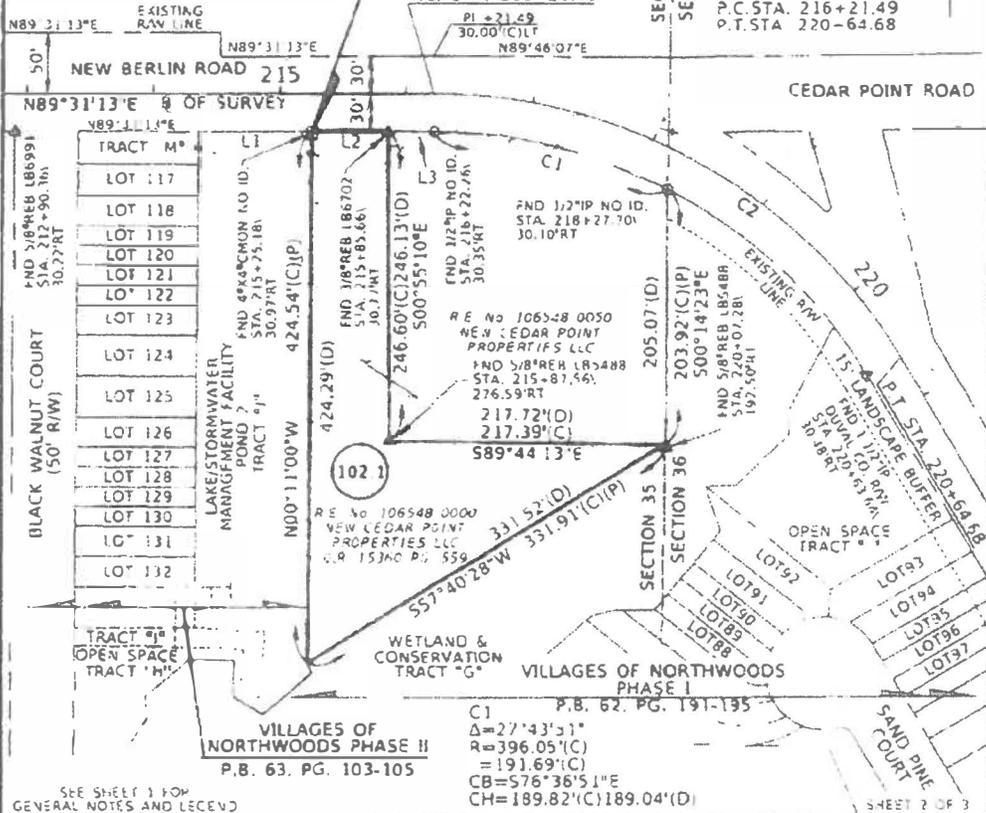
LINE DATA		
LINE	BEARING	DISTANCE
L1	N89°31'13"E	89.97'(C)
L2	N89°31'13"E	60.49'(C)160.51'(D)
L3	N89°31'13"E	35.83'(C)36.56'(D)

**POINT OF BEGINNING**  
N 2228702.7336  
E 478690.8780

NEW BERLIN RD.  
P.C. STA. 216+21.49  
PI = 21.49  
30.00'(C)LT



C2  
Δ = 59°36'00"(R)  
R = 443.18'  
P = 426.05'  
P.C. STA. 216+21.49  
P.T. STA. 220+64.68



SEE SHEET 1 FOR  
GENERAL NOTES AND LEGEND

JOB NO. 2023-191  
DRAFTER RLW  
DATE OR.DR. 2023  
SCALE 1" = 100'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 35-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.007, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.  
THIS DRAWING, SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL BURNED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 35-17, FLORIDA ADMINISTRATIVE CODE).  
THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE INFORMATION SHOWN HEREON DOES NOT EXTEND TO ANY UNRELATED PARTY.



CHECKED BY MJC MICHAEL J. COLLIGAN, P.S.M. CERT NO 8788

**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**

**FEE SIMPLE DESCRIPTION**  
R.E. No. 102248.0000  
PARCEL 102.1

PROJECT No. 2021-1005

A PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16380, PAGE 688, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT "J", VILLAGES OF NORTHWOODS PHASE 2, AS RECORDED IN PLAT BOOK 63, PAGES 103-106 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, ALSO BEING A POINT ON THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND BEING THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16380, PAGE 588, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; THENCE NORTH 00°31'13" EAST, ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 60.40 FEET; THENCE SOUTH 00°03'10" EAST, A DISTANCE OF 346.60 FEET; THENCE SOUTH 89°44'13" EAST, A DISTANCE OF 217.39 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16380, PAGE 689 AND TO THE NORTHWESTERLY LINE OF TRACT "G", VILLAGES OF NORTHWOODS PHASE 1, AS RECORDED IN PLAT BOOK 62, PAGES 191-196 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTIONS 35 AND 38, TOWNSHIP 1 NORTH, RANGE 27 EAST, THENCE SOUTH 57°49'28" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16380, PAGE 689 AND SAID NORTHWESTERLY LINE OF TRACT "G", A DISTANCE OF 331.81 FEET TO THE SOUTHWESTERLY CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16380, PAGE 689 AND TO THE EASTERLY LINE OF SAID TRACT "J", VILLAGES OF NORTHWOODS PHASE 2; THENCE NORTH 00°11'00" WEST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16380, PAGE 659 AND SAID EASTERLY LINE OF TRACT "J", A DISTANCE OF 424.84 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.828 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH IN THE RULES AND REGULATIONS OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, AND TO SECTION 472.027, FLORIDA STATUTES.

**APPROVED  
DESCRIPTION AGREES  
WITH MAP  
CITY ENGINEERS OFFICE  
TOPO/SURVEY BRANCH**

by Michael Colligan Date 08/08/2021

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND SHEET 3 OF 3

JOB NO 2025-103  
DRAFTER RLH  
DATE 08/08/2021  
SCALE 1" = 50'  
CHECKED BY: MJC

THIS MAP OR SURVEY MEETS THE REQUIREMENTS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SPECIFIED AND STATED OTHERWISE.

THIS ORIGINAL SURVEY PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL REGISTERED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE CLIENT NAMED HEREIN. THE REPRESENTATION SHOWN HEREIN DOES NOT EXTEND TO ANY UNNAMED PARTY.

Michael Colligan 2025.08.08 13:23:11  
-04100

MICHAEL J COLLIGAN, P.S.M. CERT. NO. 0788

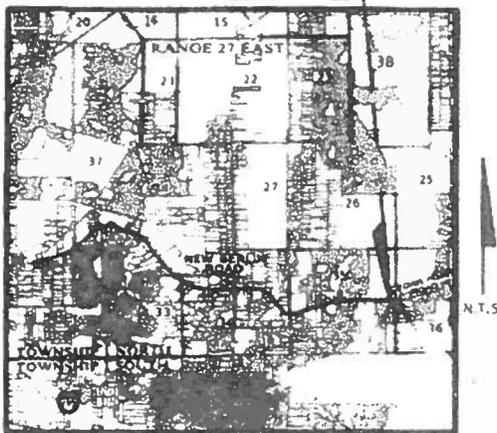


## SKETCH OF DESCRIPTION FOR PROPOSED POND PARCEL 102.2 TOWNSHIP 1 SOUTH, RANGE 27 EAST DUVAL COUNTY, FLORIDA

**GENERAL NOTES:**

1. THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE, NORTH AMERICAN DATUM (NAD 1983), IN U.S. SURVEY FEET DERIVING A BEARING OF NORTH 50°07'40" E BETWEEN BEGIN P.T. STATION 79+14.86 IN 2231475.1399 E 463264.8734 AND P.C. STATION 49+89.14 IN 2232165.8345, E 464089.3565 ALONG THE BASELINE OF SURVEY OF NEW BEIN ROAD AS SHOWN ON CITY OF JACKSONVILLE RIGHT OF WAY MAP PROJECT No. 2021-1005 FILE No. TIN-248. ALL COORDINATES SHOWN HEREON ARE BASED ON SAME.
2. IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN HEREON.
3. THIS SURVEY IS NOT A FIELD SURVEY.
4. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PROPOSED POND PARCEL 102.2 AS DIRECTED BY THE CITY OF JACKSONVILLE, FLORIDA.
5. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
6. XREF CITY OF JACKSONVILLE RIGHT OF WAY MAP FILE NO. TIN-248 BY CLARY & ASSOCIATES INC.

PROPOSED  
POND PARCEL  
LOCATION



**PROJECT LEGEND**

BASELINE OF SURVEY	—————	CONCRETE MONUMENT	□	(C) = CALCULATED DISTANCE	No. = NUMBER
EXISTING R/W LINE	—————	IRON PIPE	○	(D) = DEED DISTANCE	O.R. = OFFICIAL RECORDS
PROPERTY LINE	—————	IRON REBAR PIPE & CAP	△	B = BASE LINE	P.B. = PLAT BOOK
SUBDIVISION LINE	—————	NAIL & DISK	△	E = EASTING EAST	PG. PCS = PAGE PAGES
EDGE OF PAVEMENT	-----	SANITARY MANHOLE	⊕	FND = FOUND	R/W = RIGHT OF WAY
DRIVEWAY	-----	POWER PO	⊕	ID = IDENTIFICATION	R-B = R BAR
FENCE	-----	SIGN	⊕	IP = IRON PIPE	S = SOUTH
OVERHEAD CATV	-----	STORM MANHOLE	⊕	N = NORTHING NORTH	S/A = STATION
CONCRETE	-----	PEDESTALAN SIGNAL	⊕	N.T.S. = NOT TO SCALE	W = WEST
		GRASS	⊕	EOP = EDGE OF PAVEMENT	YREF = CROSS REFERENCE
		ASPH	⊕	CLF = CHAIN LINK FENCE	
			⊕	WIP = WOOD TELEPHONE PO	
			⊕	WPP = WOOD POWER PO	
			⊕	CPP = CONCRETE POWER PO	
			⊕	FWF = WIRE FENCE	

SHEET 1 OF 3

JOB NO	2025-304	<p>THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND COMPUTER SERVICES IN CHAPTER 31-17, FLORIDA ADMINISTRATIVE CODE, SUPPLEMENT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.</p> <p>THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPING (CHAPTER 31-7, FLORIDA ADMINISTRATIVE CODE).</p> <p>THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY OTHER PARTY.</p>
DRAFTER	RLM	
DATE	08/08/25	
SCALE	1" = 30'	
CHECKED BY	MJC	
<p><b>MICHAEL J COLLIJAN, P.S.M. CERT NO 8788</b></p>		<p><b>Clary &amp; Associates</b> PROFESSIONAL SURVEYORS &amp; MAPPERS L.S. NO. 1731 3530 ORCHARD POINT ROAD JACKSONVILLE, FLORIDA 32257 (904) 780-2703 WWW.CLARYASSOC.COM</p>

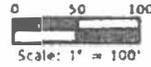
**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**

LINE DATA		
LINE	BEARING	DISTANCE
L1	N89°31'13"E	89.97'(C)
L2	N89°31'13"E	60.49'(C) 60.51'(D)
L3	N89°31'13"E	33.83'(C) 36.56'(D)

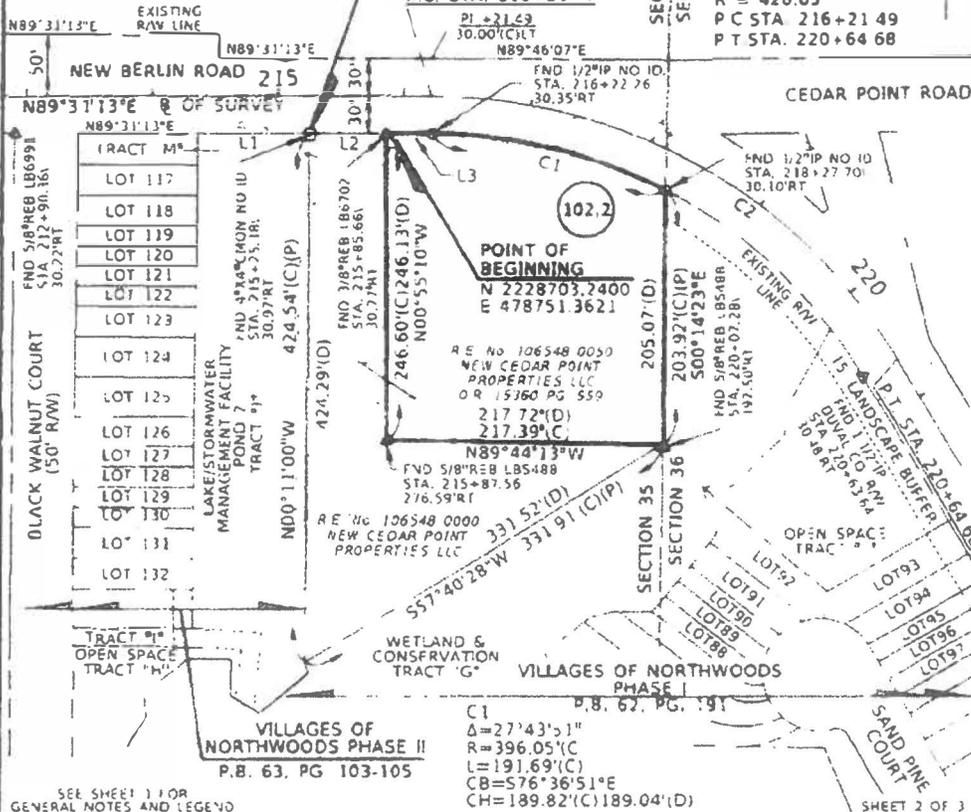
**POINT OF COMMENCEMENT**

N 2228702.7336  
E 478690.8780

NEW BERLIN RD.  
P.C. STA. 216+21.49



C2  
Δ = 59° 36' 00" (RT)  
L = 443.18'  
R = 426.05  
P.C. STA. 216+21.49  
P.T. STA. 220+64.68



SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

JOB NO. 202-393  
DRAFTER RIM  
DATE 08/04/2025  
SCALE 1" = 100'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 32-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS GRAPHIC SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 32-17, FLORIDA ADMINISTRATIVE CODE). THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNPAID PARTY.

CHECKED BY MICHAEL J. COLLIGAN, P.S.M. CERT NO 6788

**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**

**FEE SIMPLE DESCRIPTION**  
R.E. No. 100248.0030  
PARCEL 102.2

**PROJECT No. 2021-1005**

A PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15360, PAGE 589, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER TRACT 'J', VILLAGES OF NORTHWOODS PHASE 2, AS RECORDED IN PLAT BOOK 63, PAGES 103-105 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, ALSO BEING A POINT ON THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89°31'15" EAST, ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 60.49 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE FOLLOWING 2 COURSES: (1) NORTH 89°31'15" EAST, 35.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 398.05 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 76°38'51" EAST, 189.82 FEET; (2) ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°43'51", AN ARC LENGTH OF 191.88 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15360, PAGE 589 AND TO THE NORTHWESTERLY LINE OF TRACT 'G', VILLAGES OF NORTHWOODS PHASE 1, AS RECORDED IN PLAT BOOK 62, PAGES 181-186 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTIONS 35 AND 36, TOWNSHIP 1 NORTH, RANGE 27 EAST; THENCE SOUTH 00°14'28" EAST, ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15360, PAGE 589 AND SAID NORTHWESTERLY LINE OF TRACT 'G', A DISTANCE OF 203.82 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15360, PAGE 589; THENCE NORTH 69°44'15" WEST, A DISTANCE OF 217.39 FEET; THENCE NORTH 00°58'10" WEST, A DISTANCE OF 248.60 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.183 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 29-17, FLORIDA STATUTES, AND THE REQUIREMENTS TO SECTION 472.027, FLORIDA STATUTES.

**APPROVED  
DESCRIPTION AGREES  
WITH MAP  
CITY ENGINEERS OFFICE  
TOPO/SURVEY BRANCH**

By: see John

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND SHEET 3 OF 3

JOB NO. 2025-203  
DRAFTER ALM  
DATE 09/08/2025  
SCALE 1" = 50'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND FORESTRY SERVICES, IN CHAPTER 29-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, DESIGN, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL GAZED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 29-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE SOLE USE OF THE PARTIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNLASED PARTY.



**Michael Colligan 2025.08.08 13:24:03 -0400'**

CHECKED BY: MIC

**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788**

**Exhibit "B" to Real Estate Purchase Agreement**

**Not Applicable**

**Exhibit "C" to Real Estate Purchase Agreement**

**THIS INSTRUMENT PREPARED BY:**

Harry M. Wilson, IV.  
Gov. Operations Dept.  
City of Jacksonville  
117 W. Duval Street, Suite 480  
Jacksonville, FL 32202

**RECORD AND RETURN TO:**

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

Project Name:  
RE No.:  
Site Address:

**GENERAL WARRANTY DEED**

THIS INDENTURE is made this 18<sup>th</sup> day of December, 2025, by and between Ne: Cedar Point Properties LLC, whose address is 11478 Pine St JA, Jacksonville FL 32218 ("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 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 incorporated herein by reference

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. 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 release 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.

Note to Clerk: This instrument is exempt from the payment of documentary stamp tax pursuant to Chapter 12B-4.014(13), Florida Administrative Code.

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

[Signature]  
Signature of Witness  
Print Name: [Name]  
Address: 9836 Old Baymeadows Rd  
Jacksonville FL 32256

[Signature]  
Signature of Witness  
Print Name: [Name]  
Address: 9836 Old Baymeadows Rd  
Jacksonville FL 32256

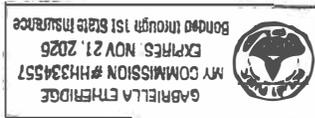
Grantor:  
By: [Signature]  
Date: 12-18-2025

Grantor:  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of (check one)  physical presence or  online notarization, this 18<sup>th</sup> day of December, 2025 by Kimber Andrews who (check one)  is personally known to me, or  has produced FL Drivers License as identification.

(Notary Seal)



[Signature]  
Printed Name: Gabriella Etheridge  
Notary Public, State and County Aforesaid  
My Commission Expires: 11/21/2026  
Commission Number: HH334557

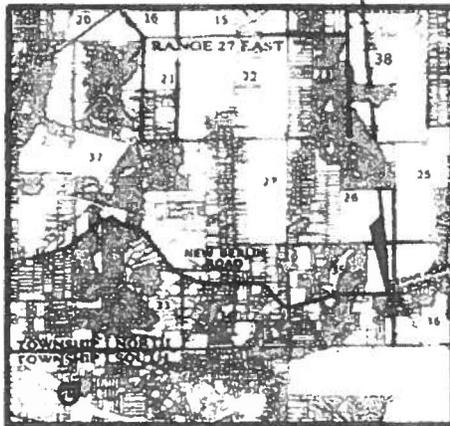
**Exhibit A of General Warranty Deed**  
**RE#: 106548-0000**

**SKETCH OF DESCRIPTION FOR  
 PROPOSED POND PARCEL 102.1  
 TOWNSHIP 1 SOUTH, RANGE 27 EAST  
 DUVAL COUNTY, FLORIDA**

**GENERAL NOTES:**

- THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM (NAD 1983), IN U.S. SURVEY FEET DERIVING A BEARING OF NORTH 50°07'40" BETWEEN BEGIN P.T. STATION 39+14.86 (N 2231475.1399 E 463264.8734) AND P.C. STATION 49+89.14 (N 2232163.8345 E 464089.3565), ALONG THE BASELINE OF SURVEY OF NEW BELLY ROAD AS SHOWN ON CITY OF JACKSONVILLE RIGHT OF WAY MAP PROJECT NO. 2021-1003 FILE NO. T1N-248. ALL COORDINATES SHOWN HEREON ARE BASED ON SAME.
- IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN HEREON.
- THIS SKETCH IS NOT A FIELD SURVEY.
- THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PROPOSED POND PARCEL 102.1 AS DIRECTED BY THE CITY OF JACKSONVILLE, FLORIDA.
- ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
- REFER CITY OF JACKSONVILLE RIGHT OF WAY MAP FILE NO. T1N-248 BY CLARY & ASSOCIATES, INC.

**PROPOSED POND PARCEL LOCATION**



**PROJECT LEGEND**

BASELINE OF SLAVEY	—————	CONCRETE MONUMENT	□	C1 = CALCULATED DISTANCE	No. = NUMBER
EXISTING R/W LINE	- - - - -	IRON P.P.	○	D = DEED DISTANCE	O.R. = OFFICIAL RECORDS
PROPERTY LINE	—————	IRON REBAR PIPE & CAP	△	R = BASE LINE	P.B. = PLAT BOOK
SUBDIVISION LINE	—————	NAT'L & DISK	△	E = EASTING / EAST	PG. PGS = PAGE PAGES
EDGE OF PAVEMENT	- - - - -	SAN ARMY MANHOLE	⊗	FND = FOUND	R/W = RIGHT OF WAY
DRIVEWAY	- - - - -	POW'R PO	⊕	ID = IDENTIFICATION	REB = REBAR
FENCE	—————	SGN	⊕	IP = IRON PIPE	S = SOUTH
OVERHEAD CATV	- - - - -	STORM MANHO	⊕	N = NORTHING / NORTH	STA. = STATION
		PEDESTRIAN SGNL.	⊕	N.T.S. = NOT TO SCALE	W = WEST
		CLY ANCHOR	⊕	EO? = DIR OF PAVEMENT	XREF = CROSS REFERENCE
		MARK BUBBLE	⊕	CLF = CHAIN LINK FENCE	
				WTP = WOOD TELEPHONE PO	
				WPP = WOOD POWER PO	
				CPP = CONCRETE POWER PO	
				FWF = FIELD WIRE FENCE	

SHEET 1 OF 3

JOB NO. 2023-304  
 DRAFTER RLW  
 DATE 08/08/25  
 SCALE 1" = 50'  
 CHECKED BY MJC

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES IN CHAPTER 36-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

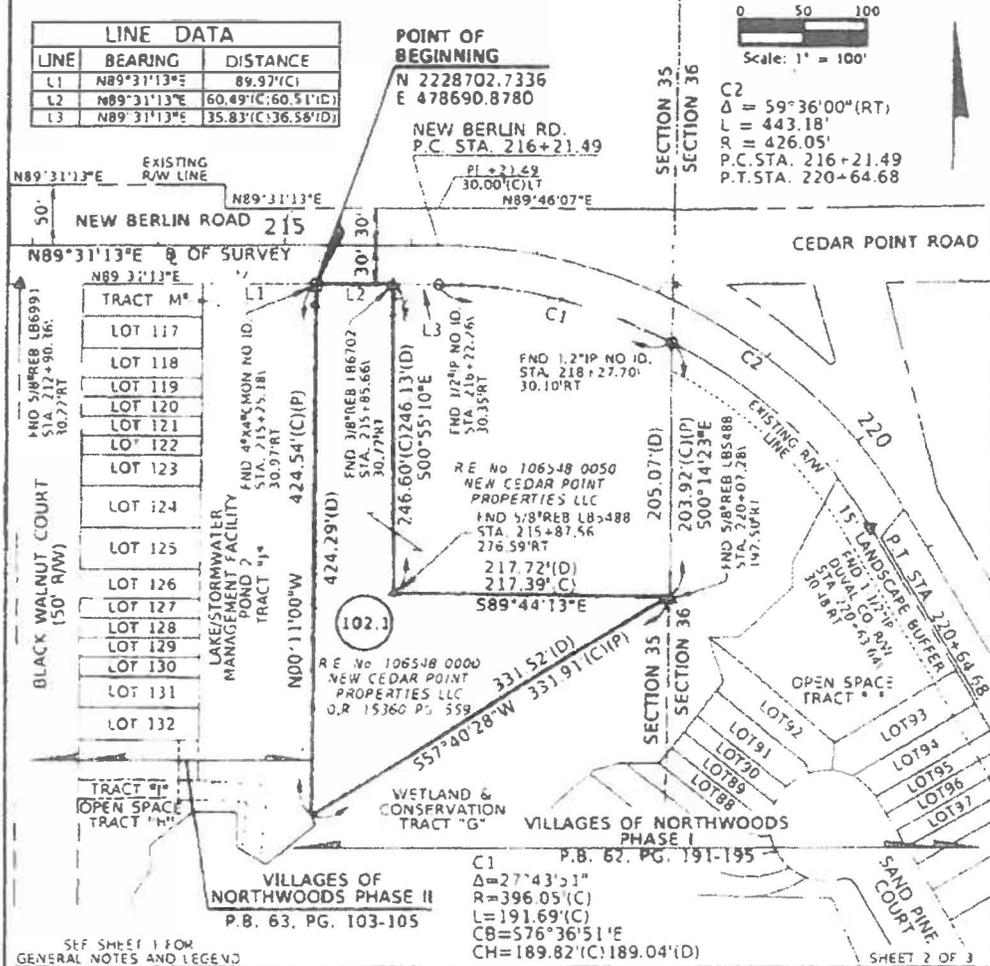
THIS DRAFTING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE OFFICIAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 36-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE IDENTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.

**Clary & Associates**  
 PROFESSIONAL SURVEYORS & MAPPERS  
 LB NO. 3731  
 3832 CROW FOOT ROAD  
 JACKSONVILLE, FLORIDA 32257  
 (904) 780-2703  
 WWW.CLARYASSOC.COM

**MICHAEL J COLLIGAN, P.S.M. CERT NO 6788**

MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY FLORIDA



SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

JOB NO 202-201

DRAFTER RLV

DATE 08/08/2025

SCALE 1" = 100'

CHECKED BY MJC

MICHAEL J COLIGAN PSM CERT NO 8788

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES IN CHAPTER 35-17, FLORIDA ADMINISTRATIVE CODE, SUPPLEMENT TO SECTION 472.007, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREIN.

THIS DRAWING, SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL PHYSICAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 35-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREIN. THE CERTIFICATION SHOWN HEREIN DOES NOT EXTEND TO ANY UNRELATED PARTY.

**Clary & Associates**  
PROFESSIONAL SURVEYORS & MAPPERS  
L.S. NO. 3373  
3810 ORANGE CREEK POND  
PENSACOLA, FLORIDA 32507  
(904) 290-3700  
WWW.CLARYASSOCIATES.COM

**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**

**FEE SIMPLE DESCRIPTION**  
R.E. No. 2025-0000  
PARCEL 102.1

PROJECT No. 2021-1005

A PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16380, PAGE 688, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT "J", VILLAGES OF NORTHWOODS PHASE 2, AS RECORDED IN PLAT BOOK 83, PAGES 103-106 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, ALSO BEING A POINT ON THE SOUTHERLY (EXISTING RIGHT-OF-WAY) LINE OF NEW BERLIN ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND BEING THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15388, PAGE 888, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; THENCE NORTH 89°11'3" EAST, ALONG SAID SOUTHERLY (EXISTING) RIGHT OF WAY LINE, A DISTANCE OF 60.49 FEET; THENCE SOUTH 89°57'0" EAST, A DISTANCE OF 248.80 FEET; THENCE SOUTH 00°41'3" EAST, A DISTANCE OF 217.38 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16380, PAGE 688 AND TO THE NORTHWESTERLY LINE OF TRACT "G", VILLAGES OF NORTHWOODS PHASE 1, AS RECORDED IN PLAT BOOK 82, PAGES 191-195 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTIONS 35 AND 36, TOWNSHIP 1 NORTH, RANGE 27 EAST; THENCE SOUTH 57°47'28" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16380, PAGE 688 AND SAID NORTHWESTERLY LINE OF TRACT "G", A DISTANCE OF 331.91 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15388, PAGE 888 AND TO THE EASTERLY LINE OF SAID TRACT "J", VILLAGES OF NORTHWOODS PHASE 2; THENCE NORTH 00°11'00" WEST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16380, PAGE 688 AND SAID EASTERLY LINE OF TRACT "J", A DISTANCE OF 424.54 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.928 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, SUBJECT TO SECTION 472.027, FLORIDA STATUTES.

**APPROVED  
DESCRIPTION AGREES  
WITH MAP  
CITY ENGINEERS OFFICE  
TOPO/SURVEY BRANCH**

by see last sheet

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND SHEET 3 OF 3

JOB NO. 2025-303  
DRAFTER: RLM  
DATE: 08/08/2025  
SCALE: 1" = 50'  
CHECKED BY: MJC

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.  
THIS BEARING, SKEWER, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).  
THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE OFFICE NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNRAISED PARTY.  
Michael Colligan 2025.08.08 13:23:11  
-04'00"  
MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788



RE#: 106548-0050

## SKETCH OF DESCRIPTION FOR PROPOSED POND PARCEL 102.2 TOWNSHIP 1 SOUTH, RANGE 27 EAST DUVAL COUNTY, FLORIDA

**GENERAL NOTES:**

1. THIS SKETCH IS BASED ON THE FLORIDA STATE PLANT COORDINATE SYSTEM EAST ZONE NORTH-AMERICAN DATUM (MAD 1983) IN U.S. SURVEY FEET DERIVING A BEARING OF NORTH 50°07'40"E BETWEEN BEGIN P.I. STATION 39+14.96 (N 2231475.1399 E 463264.8734) AND P.C. STATION 49+89.14 (N 2232163.8315 E 464089.3565) ALONG THE BASELINE OF SURVEY OF NEW BELIN ROAD AS SHOWN ON CITY OF JACKSONVILLE RIGHT OF WAY MAP PROJECT No. 2021-1005 FILE No. TIN-248. ALL COORDINATES SHOWN HEREON ARE BASED ON SAME.
2. IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN HEREON.
3. THIS SKETCH IS NOT A FIELD SURVEY.
4. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PROPOSED POND PARCEL 102.2 AS DIRECTED BY THE CITY OF JACKSONVILLE FLORIDA.
5. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALED DATA.
6. REF CITY OF JACKSONVILLE RIGHT OF WAY MAP FILE NO. TIN-248, BY CLARY & ASSOCIATES INC.

PROPOSED  
POND PARCEL  
LOCATION



**PROJECT LEGEND**

BASILINE OF SURVEY	—————	CONCRETE MONUMENT	□	ICJ = CALCULATED DISTANCE	No = NUMBER
EXISTING ROW LINE	-----	IRON PIPE	⊙	ID = DEED DISTANCE	O.R = OFFICIAL RECORDS
PROPERTY LINE	—————	IRON REBAR PIPE & CAP	⊕	B = BASLINE	P.B = PLAT BOOK
SUBDIVISION LINE	—————	NAIL & DISK	⊕	E = EASTING EAST	PG PGS = PAGE PAGES
EDGE OF PAVEMENT	-----	SAFETY MANHOLE	⊕	FND = FOUND	R.V = RIGHT OF WAY
DRIVEWAY	-----	POWER POLE	⊕	ID = IDENTIFICATION	R-H = REBAR
FENCE	—————	SIGN	⊕	IP = IRON PIPE	S = STATION
OVERHEAD CATV	-----	STORM MANHOLE	⊕	N = NORTHING NORTH	S.A = STATION
CONCRETE	-----	PEDESTAL SIGN	⊕	N.T.S = NOT TO SCALE	Y = YES
		CLY ANCHOR	→	EOP = EDGE OF PAVEMENT	X.R.T = CROSS REFERENCE
		YAK - B.M.B	⊕	CLF = CHAIN LINK FENCE	
				WTP = WOOD TELEPHONE POLE	
				WPP = WOOD POWER POLE	
				CPP = CONCRETE POWER POLE	
				FWF = FIELD WIRE FENCE	

SHEET 1 OF 3

JOB NO 2025-304  
 DRAFTER RLW  
 DATE 08/08/25  
 SCALE 1" = 30'  
 CHECKED BY WJC

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES IN CHAPTER 39-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 39-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREIN. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



MICHAEL J COLLIGAN, P.S.M. CERT NO 8788



**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**

**FREE SIMPLE DESCRIPTION**  
R.E. No. 108548.0080  
PARCEL 102.2

**PROJECT No. 2021-1005**

A PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 559, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER TRACT "J", VILLAGES OF NORTHWOODS PHASE 2, AS RECORDED IN PLAT BOOK 83, PAGES 103-105 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, ALSO BEING A POINT ON THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89°31'15" EAST, ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 80.49 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE FOLLOWING 2 COURSES: (1) NORTH 89°31'15" EAST, 35.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 388.05 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 76°38'51" EAST, 189.82 FEET; (2) ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°43'51", AN ARC LENGTH OF 191.89 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 559 AND TO THE NORTHWESTERLY LINE OF TRACT "G", VILLAGES OF NORTHWOODS PHASE 1, AS RECORDED IN PLAT BOOK 82, PAGES 181-185 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTIONS 35 AND 36, TOWNSHIP 1 NORTH, RANGE 27 EAST; THENCE SOUTH 00°14'23" EAST, ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 559 AND SAID NORTHWESTERLY LINE OF TRACT "G", A DISTANCE OF 203.92 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16380, PAGE 688; THENCE NORTH 89°44'13" WEST, A DISTANCE OF 217.39 FEET; THENCE NORTH 00°35'10" WEST, A DISTANCE OF 248.80 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.183 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 168 SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

**APPROVED  
DESCRIPTION AGREES  
WITH MAP  
CITY ENGINEERS OFFICE  
TOPO/SURVEY BRANCH**

By *see John Colligan*

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND SHEET 3 OF 3

JOB NO. 2025-303  
DRAFTER RLM  
DATE 08/08/2025  
SCALE 1" = 50'  
CHECKED BY: MC

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF REVENUE AND CERTAIN SERVICES, IN CHAPTER 168 SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.  
THIS BEARING, DISTANCE, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL, EMBOSSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 168 SJ-17, FLORIDA ADMINISTRATIVE CODE).  
THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNRAISED PARTY.

**Michael Colligan 2025.08.08 13:24:03 -0400'**

**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6786**





**Exhibit "E" to Purchase and Sale Agreement  
Disclosure Affidavit  
(Pursuant to Section 286.23, Florida Statutes)**

STATE OF FLORIDA  
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared Kimber Andrews, who being first duly sworn, deposes and says that he/she is the owner of New Cedar Point Properties holding title to real property described in Exhibit E-1 attached hereto and made a part hereof, and hereby certifies that the names and addresses listed in Exhibit E-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.

Kimber Andrews  
Signature of Affiant

Kimber Andrews  
Printed of Affiant

MANAGER  
Title (if applicable)

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence this 19<sup>th</sup> day of December 2025, by Kimber Andrews, who (check one):  is personally known to me or  produced FL Drivers License as identification.



Gabriella Etheridge  
Notary Public, State of Florida

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

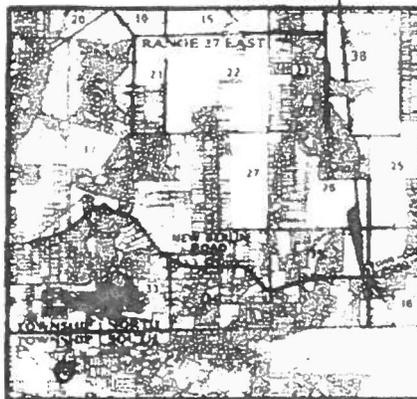
**RE#: 106548-0000**

**SKETCH OF DESCRIPTION FOR  
 PROPOSED POND PARCEL 102.1  
 TOWNSHIP 1 SOUTH, RANGE 27 EAST  
 DUVAL COUNTY, FLORIDA**

**GENERAL NOTES:**

- THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (MAD 1983), IN U.S. SURVEY. IT DERIVING A BEARING OF NORTH 50°07'40"E BETWEEN BEGIN P.T. STATION 39+14.86 (N 2211475.1339 E 463264.8734) AND P.C. STATION 49+89.13 (N 2232163.8745 E 464089.3565) ALONG THE BASELINE OF SURVEY OF NEW BELLE ROAD AS SHOWN ON CITY OF JACKSONVILLE RIGHT-OF-WAY MAP PROJECT No. 2021-1005 FILE NO. 11N-248. ALL COORDINATES SHOWN HEREON ARE BASED ON SAME.
- IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN HEREON.
- THIS SKETCH IS NOT A FIELD SURVEY.
- THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PROPOSED POND PARCEL 102.1 AS DIRECTED BY THE CITY OF JACKSONVILLE, FLORIDA.
- ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
- CITY OF JACKSONVILLE RIGHT OF WAY MAP FILE NO. 11N-248 BY CLARY & ASSOCIATES INC.

**PROPOSED  
 POND PARCEL  
 LOCATION**



**PROJECT LEGEND**

BASELINE OF SURVEY	—————	CONCRETE MONUMENT	□	ICI = CALCULATED DISTANCE	No = NUMBER
EXISTING ROW LINE	—————	IRON PIPE	○	DI = DEED DISTANCE	OR = OFFICIAL RECORDS
PROPERTY LINE	—————	IRON REBAR PIPE & CAP	△	B = BASELINE	P 3 = PLAT BOOK
SUBDIVISION LINE	—————	NAIL & DISK	▲	E = EASTING EAST	PG. PCS = PAGE PAGES
EDGE OF PAVEMENT	-----	SANITARY MANHOLE	⊕	FND = FOUND	R W = RIGHT OF WAY
DRIVEWAY	-----	SIGN	+	ID = IDENTIFICATION	R 6 = R BAR
FENCE	-----	POWER POLE	⊕	IP = IRON PIPE	S = SOUTH
OVERHEAD CATV	-----	STORM MANHOLE	⊕	N = NORTHING NORTH	S A = S A O'
		PEDESTRIAN SIGNAL	⊕	N.T.S. = NOT TO SCALE	V = VEST
		CLY ANCHOR	⊕	FO' = EDGE OF PAVEMENT	XR'' = CROSS REFERENCE
		PARCE BUBBLE	⊕	CLF = CHAIN LINK FENCE	
				WTP = WOOD TELEPHONE POLE	
				WPP = WOOD POWER POLE	
				CPP = CONCRETE POWER POLE	
				FWF = FIELD WIRE FENCE	

SHEET 1 OF 3

JOB NO. 2025-504

DRAFTER RLW

DATE 08/09/25

SCALE 1" = 50'

CHECKED BY MJC

THIS MAP OF SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES IN CHAPTER 30-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL PAID SEAL OF A FLORIDA LICENSED SURVEYOR AND HADDER CHAPTER 30-17, FLORIDA ADMINISTRATIVE CODE.

THIS MAP OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED HEREON. THE CERTIFICATION OR SIGNATURE DOES NOT EXTEND TO ANY UNNAMED PARTY.

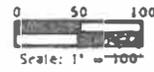


**MICHAEL J. COLLIGAN, P.S.M. CERT NO. 8788**

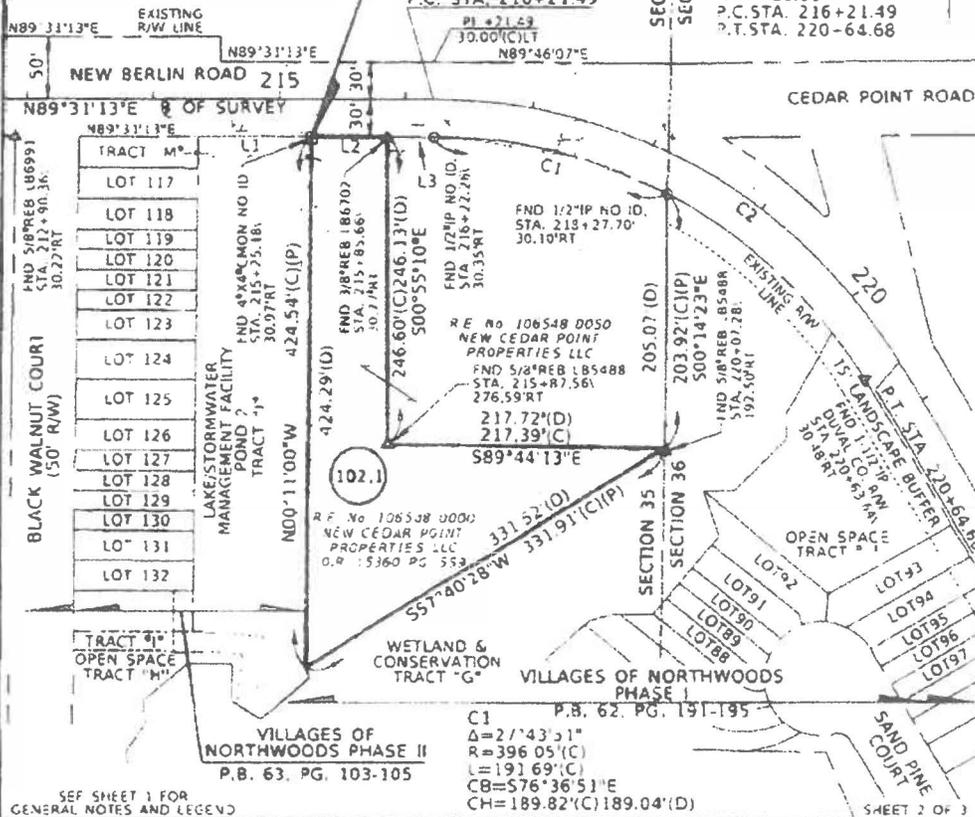
**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH  
RANGE 27 EAST, DUVAL COUNTY FLORIDA**

LINE DATA		
LINE	BEARING	DISTANCE
L1	N89°31'13"E	89.97'(C)
L2	N89°31'13"E	60.49'(C) 160.51'(D)
L3	N89°31'13"E	35.83'(C) 136.56'(D)

**POINT OF BEGINNING**  
N 2228702.7336  
E 478690.8780



C2  
Δ = 59°36'00" RT  
r = 443.18'  
R = 426.05'  
P.C. STA. 216+21.49  
P.T. STA. 220+64.68



SEE SHEET 1 FOR  
GENERAL NOTES AND LEGEND

JOB NO 2025-303  
DRAFTER RLV  
DATE 08/04/2025  
SCALE 1" = 100'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAN, OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE). THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CORPORATION'S NAME HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



CHECKED BY MICHAEL J COLLIGAN P S M CERT NO 6788

**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**

**FEE SIMPLE DESCRIPTION**  
P.L.E. No. 2025-08-0000  
PARCEL 102.1

PROJECT No. 2021-1005

A PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 588, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT "J", VILLAGES OF NORTHWOODS PHASE 2, AS RECORDED IN PLAT BOOK 83, PAGES 103-105 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, ALSO BEING A POINT ON THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) AND BEING THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 588, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, FLORIDA; THENCE NORTH 89°31'17" EAST, ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 60.49 FEET; THENCE SOUTH 89°57'07" EAST, A DISTANCE OF 246.00 FEET; THENCE SOUTH 89°41'13" EAST, A DISTANCE OF 217.39 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 588 AND TO THE NORTHWESTERLY LINE OF TRACT "G", VILLAGES OF NORTHWOODS PHASE 1, AS RECORDED IN PLAT BOOK 82, PAGES 191-195 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTIONS 35 AND 36, TOWNSHIP 1 NORTH, RANGE 27 EAST; THENCE SOUTH 57°42'28" WEST, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 588 AND SAID NORTHWESTERLY LINE OF TRACT "G", A DISTANCE OF 331.91 FEET TO THE SOUTHWESTERLY CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 588 AND TO THE EASTERLY LINE OF SAID TRACT "J", VILLAGES OF NORTHWOODS PHASE 2; THENCE NORTH 80°11'00" WEST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 588 AND SAID EASTERLY LINE OF TRACT "J", A DISTANCE OF 24.54 FEET TO THE POINT OF BEGINNING.

CONTAINING: 0.828 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE, SUBJECT TO SECTION 472.027, FLORIDA STATUTES.

**APPROVED**  
**DESCRIPTION AGREES**  
**WITH MAP**  
**CITY ENGINEERS OFFICE**  
**TOPO/SURVEY BRANCH**

by Michael Colligan

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND SHEET 3 OF 3

JOB NO. 2025-303  
DRAFTER RLM  
DATE 08/08/2025  
SCALE 1" = 50'  
CHECKED BY: ALC

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE, SUBJECT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.  
THIS DRAWING, SECTION, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RANDED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE).  
THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



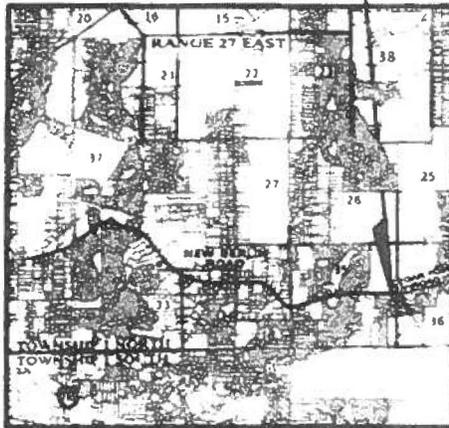
Michael Colligan 2025.08.08 13:23:11  
-0400  
**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788**

## SKETCH OF DESCRIPTION FOR PROPOSED POND PARCEL 102.2 TOWNSHIP 1 SOUTH, RANGE 27 EAST DUVAL COUNTY, FLORIDA

**GENERAL NOTES:**

1. THIS SKETCH IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM (NAD 1983) IN U.S. SURVEY FEET DERIVING A BEARING OF NORTH 50°07'40" E BETWEEN BEGIN P.T. STATION 39+14.86 (N 2231475.1399 E 463264.8734) AND P.C. STATION 49+89.14 (N 2732163.8345 E 464089.3565) ALONG THE BASELINE OF SURVEY OF NEW BELIN ROAD AS SHOWN ON CITY OF JACKSONVILLE RIGHT OF WAY MAP PROJECT No. 2021-1095 FILE No. TIN-248 ALL COORDINATES SHOWN HEREON ARE BASED ON SAME.
2. IMPROVEMENTS NOT LOCATED EXCEPT AS SHOWN HEREON.
3. THIS SKETCH IS NOT A FIELD SURVEY.
4. THE SOLE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY ILLUSTRATE THE PROPOSED POND PARCEL 102.2 AS DIRECTED BY THE CITY OF JACKSONVILLE FLORIDA.
5. ATTENTION IS DIRECTED TO THE FACT THAT THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
6. XREF CITY OF JACKSONVILLE RIGHT OF WAY MAP FILE NO. TIN-248 BY CLARY & ASSOCIATES INC.

**PROPOSED  
POND PARCEL  
LOCATION**



**PROJECT LEGEND**

BASELINE OF SURVEY	—————	CONCRETE MONUMENT	⊠	ICI = CALCULATED DISTANCE	Nu. = NUMBER
EXISTING RAY LINE	-----	IRON PIPE	⊙	IDI = DEED DISTANCE	O.R. = OFFICIAL RECORDS
PROPERTY LINE	=====	IRON REBAR PIPE S. CAP	⊠	R = BASELINE	PB = PLAT BOOK
SUBDIVISION LINE	-----	NAIL & DISK	⊠	E = EASTING EAST	PG PGS = PAGE PAGES
EDGE OF PAVEMENT	-----	SANITARY MANHOLE	⊙	FND = FOUND	R/W = RIGHT OF WAY
DRIVEWAY	-----	STORM MANHOLE	⊙	ID = IDENTIFICATION	R-B = REBAR
FENCE	-----	SIGN	⊙	IP = IRON PIPE	S = SOUTH
OVERHEAD CATV	-----	STORM MANHOLE	⊙	N = NORTHING NORTH	STA = STATION
COURTLINE	-----	PEDESTRIAN SIGN	⊙	N.T.S. = NOT TO SCALE	W = WEST
		GLY ANCHOR	⊙	EOP = EDGE OF PAVEMENT	XREF = CROSS REFERENCE
		PAVEMENT MARK	⊙	CLF = CHAIN LINK FENCE	
				WTP = WOOD TELEPHONE POLE	
				WPP = WOOD POWER POLE	
				CPP = CONCRETE POWER POLE	
				FWF = FIELD WIRE FENCE	

SHEET 1 OF 3

JOB NO	2025-304	<p>THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES IN CHAPTER 36-17, FLORIDA ADMINISTRATIVE CODE, SUPPLEMENT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.</p> <p>THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL REPRODUCED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 36-17, FLORIDA ADMINISTRATIVE CODE).</p> <p>THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.</p>
DRAFTER	RLW	
DATE	08/08/25	
SCALE	1" = 50'	
CHECKED BY	MJC	
<p><b>MICHAEL J COLLIGAN, P.S.M. CERT NO 6788</b></p>		<p><b>Clary &amp; Associates</b> PROFESSIONAL SURVEYORS &amp; MAPPERS US NO. 5331 3810 GROWN ROBT ROAD JACKSONVILLE, FLORIDA 32217 (904) 760-2700 WWW.CLARY-ASSOCIATES.COM</p>

**MAP SHOWING  
A PART OF SECTION 35 TOWNSHIP 1 NORTH  
RANGE 27 EAST, DUVAL COUNTY FLORIDA**

LINE DATA		
LINE	BEARING	DISTANCE
L1	N89°31'13"E	89.97(C)
L2	N89°31'13"E	60.49(C)(60.51(D))
L3	N89°31'13"E	35.83(C)(36.56(D))

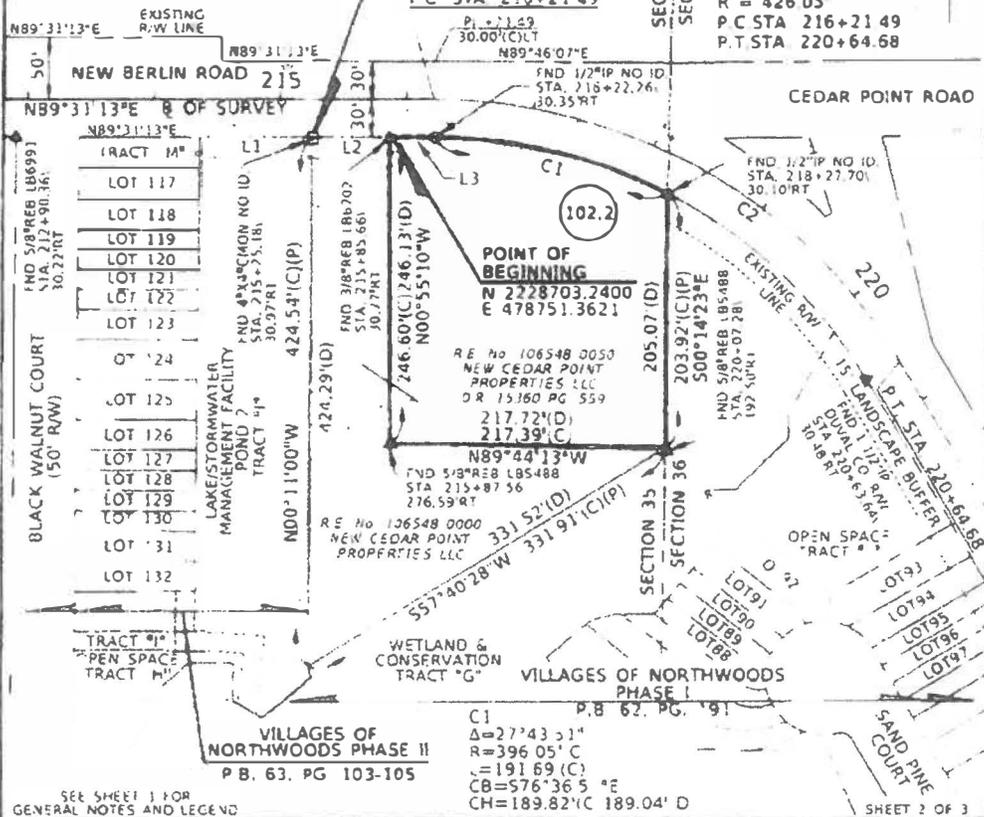
**POINT OF COMMENCEMENT**

N 2228702.7336  
E 478690.8780

**NEW BERLIN RD.**  
P.C. STA 216+21.49



C2  
Δ = 59° 36' 00" (RT)  
L = 443.18'  
R = 426.05'  
P.C. STA 216+21.49  
P.T. STA 220+64.68



SEE SHEET 1 FOR  
GENERAL NOTES AND LEGEND

JOB NO. 12222  
DRAFTER P.M.  
DATE 18 APR 23  
SCALE 1" = 100'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSERVATION SERVICES IN CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS GRAPHIC SECTION PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL PRESSED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 5A-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THIS CERTIFICATION SHOWS HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.

CHECKED BY: MICHAEL J. COLLIGAN P.S.M. CERT NO 8788

**MAP SHOWING  
A PART OF SECTION 35, TOWNSHIP 1 NORTH,  
RANGE 27 EAST, DUVAL COUNTY, FLORIDA**

FEE SIMPLE DESCRIPTION  
R.E. No. 408548-0080  
PARCEL 1022

PROJECT No. 2021-1056

A PART OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 558, OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER TRACT 'J', VILLAGES OF NORTHWOODS PHASE 2, AS RECORDED IN PLAT BOOK 63, PAGES 103-108 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 27 EAST, ALSO BEING A POINT ON THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF NEW BERLIN ROAD (HAVING A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89°31'15" EAST, ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 80.40 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE FOLLOWING 2 CURVES: (1) NORTH 89°31'15" EAST, 35.63 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 386.05 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 76°28'51" EAST, 189.82 FEET; (2) ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°43'51", AN ARC LENGTH OF 181.80 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 558 AND TO THE NORTHWESTERLY LINE OF TRACT 'G', VILLAGES OF NORTHWOODS PHASE 1, AS RECORDED IN PLAT BOOK 62, PAGES 191-195 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN SECTIONS 35 AND 36, TOWNSHIP 1 NORTH, RANGE 27 EAST; THENCE SOUTH 00°42'23" EAST, ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 558 AND SAID NORTHWESTERLY LINE OF TRACT 'G', A DISTANCE OF 283.82 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 15380, PAGE 558; THENCE NORTH 89°44'13" WEST, A DISTANCE OF 217.30 FEET; THENCE NORTH 00°58'10" WEST, A DISTANCE OF 246.60 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.183 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS LEGAL DESCRIPTION IS TRUE, ACCURATE, AND WAS PREPARED UNDER MY DIRECTION.

I FURTHER CERTIFY THAT SAID LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 2J-12, F.L.A.C.S. AND THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 472.027, FLORIDA STATUTES.

**APPROVED  
DESCRIPTION AGREES  
WITH MAP  
CITY ENGINEERS OFFICE  
TOPO/SURVEY BRANCH**

By: see DATE SEE SHEET 1 FOR GENERAL NOTES AND LEGEND SHEET 3 OF 3

JOB NO. 2025-303  
DRAFTER: ALM  
DATE: 08/08/2025  
SCALE: 1" = 50'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 2J-12, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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**Michael Colligan** 2025.08.08 13:24:03 -0400

CHECKED BY: MJC

**MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6786**

**EXHIBIT E-2 to Beneficial Interest Affidavit**  
**Beneficial Ownership**

**List of Beneficial Interest Holders**

The following individuals or entities hold a beneficial interest in the real property described in Exhibit E-1, however small or minimal:

Name: Kimber Andrews  
Address: 11477 Pine St Jacksonville, FLA 32258  
Percentage or Nature of Interest: 100%

Name:  
Address:  
Percentage or Nature of Interest:

Name:  
Address:  
Percentage or Nature of Interest:

Name:  
Address:  
Percentage or Nature of Interest:

**Exhibit "F"**

**Special Conditions, Not Applicable**