

CITY OF JACKSONVILLE
REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made this _____ day of _____, 2023, 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 **JEFFREY AND KAREN RICKERT**, whose address is 1460 Starratt Road, Jacksonville, Florida, 32218 (the "Seller"). (City and the Seller are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties").

RECITALS:

Seller is the owner of a certain parcel of real property located in Duval County, Florida, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, the "Property"). The City desires the Property as right of way for future construction and maintenance of an authorized roadway and/or related facilities, and the City is required by law to furnish same for such purpose. In lieu of condemnation, Seller desires to sell the Property to the City and the City desires to purchase the Property from Seller upon the terms and conditions hereinbelow set forth.

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.** In lieu of condemnation, 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.** The items specified on **Exhibit "B"** attached hereto and incorporated herein by reference herein, are **NOT** included in this Agreement and are not a part of the Property (a separate offer may be made for these items): N/A

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 HUNDRED TEN THOUSAND AND NO/100 (\$110,000.00)** and is inclusive of the following:

1.	Land, Improvements, Costs	\$110,000.00
	Total Amount Paid by City	<u>\$ 110,000.00</u>

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 Authority; 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 shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax. Except as provided above, each Party shall pay its own attorney's or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Duval County, Florida.

4. **Conditions and Limitations.**

1. This Agreement may be subject to the final approval of the Jacksonville City Council ("City Council"). Closing shall occur within sixty (60) days after final City Council approval, if such approval is required, on a date specified by the City upon not less than ten (10) days' written notice to Seller, but no later than December 31, 2023, unless extended 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.

2. 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.

3. Seller is responsible for delivering marketable title to City. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to City ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of the Property to the City at Closing free of any tenancies, occupants or personal property.

4. At the Closing, Seller shall execute and deliver to the City a Statutory Warranty Deed (the "Deed") in substantially the form and content attached hereto as Exhibit "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.

5. If ownership of the Property is held in a partnership, limited partnership, corporation, trust or any form of representative capacity specified in Section 286.23, Florida Statutes, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as Exhibit "D" and incorporated herein by reference. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in Section 627.7842(b), Florida Statutes, and such other documents as needed to convey marketable record title as provided.

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

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

6. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance

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

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

8. **Waiver of Jury Trial.** SELLER AND THE CITY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREBIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities.** Seller acknowledges and agrees that this Agreement is not contingent upon City's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.

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

11. **Release of City.** By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the City, of and from all, and all manner of causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the City, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of the Property to the City, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages or any other damages. Nothing herein shall be

deemed to release City from its obligations or liabilities under this Agreement. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

12. **Full Compensation.** Seller and City agree that all claims for compensation and damages related in any way to City's acquisition of the Property are identified and included in paragraph 3 of the Agreement, including, without limitation, all attorney's fees, costs, business damages, and non-monetary benefits (including attorney's fees associated with any claimed nonmonetary benefits), or any other fees, costs, or damages available to Seller under Chapter 73 & 74, Florida Statutes, 5th Amendment, U.S. Constitution or any other applicable laws.

13. **Mediated Settlement.** Seller and City agree and acknowledge that this Agreement, and the terms contained herein, are the product of a mediated settlement between the Parties.

(Signatures on the following page)

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

WITNESSES:

_____ *Robert S. Y...*

Print Name: Robert S. Y...

_____ *Rebecca J. Schriener*

Print Name: Rebecca J Schriener

“SELLERS”

JEFFREY AND KAREN RICKERT

By: _____ *Jeffrey Rickert*

Date: 2/7/23

By: _____ *Karen Rickert*

Date: 2/7/23

WITNESSES:

Print Name: _____

Print Name _____

“CITY”

CITY OF JACKSONVILLE

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

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Assistant General Counsel

Exhibit "A"
(The "Property")

MAP SHOWING BOUNDARY SURVEY OF

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 87 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 10067, PAGE 342, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF STARRATT ROAD (A 60 FOOT RIGHT OF WAY), WITH THE WESTERLY RIGHT OF WAY LINE OF DUNN CREEK ROAD (A 60 FOOT RIGHT OF WAY); THENCE SOUTH 01°34'20" EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 10067, PAGE 342; THENCE SOUTH 89°19'01" WEST, ALONG THE SOUTHERLY LINE OF SAID LOTS, A DISTANCE OF 6.93 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 817.00 FEET, THENCE NORTHWESTERLY, DEPARTING SAID SOUTHERLY LINE, ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AN ARC DISTANCE OF 104.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°42'40" WEST, 103.56 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 48°21'06" WEST, A DISTANCE OF 10.98 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF STARRATT ROAD; THENCE NORTH 47°28'54" EAST, ALONG SAID LINE, A DISTANCE OF 62.43 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 4.593 SQUARE FEET OR 0.10 ACRES, MORE OR LESS.

CERTIFIED TO: CITY OF JACKSONVILLE; JEFFERY RICKERT AND KAREN RICKERT; FIDELITY NATIONAL TITLE INSURANCE COMPANY



GRAPHIC SCALE
20 30 40
Scale in feet 1"=40'

ABBREVIATIONS USED
(ACT) = ACTUAL
CONO. = CONCRETE
EASMT = EASEMENT
FND. = FOUND
I.P. = IRON PIPE
I.R. = IRON ROD
OHL = OVERHEAD LINE(S)
LB = LICENSED BUSINESS

CURVE C-1
CB=N 28°42'40" W
CD=103.58'
R=217.00'
A=104.59'
Δ=27°38'53"

GENERAL NOTES:

- BEARINGS SHOWN HEREON BASED ON OFFICIAL RECORDS 10067, PAGE 342 AND REFERENCED TO THE WESTERLY RIGHT OF WAY LINE OF DUNN CREEK ROAD AS NORTH 01°34'20" WEST.
- THIS SKETCH WAS MADE WITH THE BENEFIT OF TITLE SEARCH REPORT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NUMBER 10592734, ENDING DECEMBER 15, 2022 AT 12:30 AM.
SCHEDULE B - SECTION 2
THERE ARE NO ITEMS THAT EFFECT SUBJECT PROPERTY.
- THE LOT SHOWN HEREON IS IN FLOOD ZONE "X" AS SHOWN ON FLOOD INSURANCE RATE MAP 12031C0202J FOR DUVAL COUNTY, FLORIDA, DATED 11/2/2018.

REVISIONS

CERTIFICATION

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS OR EXCEEDS STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA SET FORTH BY CHAPTER NO. 33-17 (250-032) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

Danny S. Wheeler 11-2-22
DANNY S. WHEELER
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 6802

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL UNDATED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP/SKETCH IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

PROJECT: PARCEL 1 (SHARD) (Type Field) (Old F2023) 1480 Starratt Road

SURVEY DATA:	
DATA DISK	DATE 12/18/2022
SURVEY BOOK S-847188	SCALE 1"=40'
DRAWN BY SCO	PROJECT NO.
LAST DATE IN FIELD	



CITY OF JACKSONVILLE
DEPARTMENT OF PUBLIC WORKS
214 N. MOGAN STREET, ENGINEERING DIVISION 10th FLOOR,
JACKSONVILLE, FL 32202 (904)266-8758

SHEET NO.	1
OF	1
DRAWING NO.	
DRAWING FILE	

Exhibit "B"
(Improvements)

Not Applicable

Exhibit "C"

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

STATUTORY WARRANTY DEED

THIS INDENTURE is made this _____ day of _____, 2021, by and between **JEFFREY AND KAREN RICKERT**, husband and wife, whose address is 1460 Starratt Road, Jacksonville, Florida 32218 ("Grantor"), and **CITY OF JACKSONVILLE**, a Florida municipal corporation and political subdivision existing under the laws of the state of Florida ("Grantee"), whose business address is 117 West Duval Street, Jacksonville, Florida 32202:

WITNESSETH:

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

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

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the foregoing land (the "Property"), to have and to hold the Property in fee simple forever.

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

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

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

Signed, sealed and delivered
in the presence of:

JEFFREY RICKERT

Print Name: _____

By: _____
Jeffrey Rickert

Print Name: _____

KAREN RICKERT

By: _____
Karen Rickert

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization, this ____ day of _____, 2023, by Jeffrey and Karen Rickert. They (check one) are personally known to me, or have produced a valid driver's license as identification.

{NOTARY SEAL}

Print Name: _____
Notary Public, State and County Aforesaid
My Commission Expires: _____
Commission Number: _____

Exhibit "D"

(Beneficial Interest Affidavit)

Not Applicable

Exhibit "E"

W-9 Form

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

**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

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

Social security number																		
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Part II Certification

Under penalties 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.

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

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

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

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

Purpose of Form

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

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

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

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