<u>CITY OF JACKSONVILLE</u> REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made this day
of, 202_, by and between CITY OF JACKSONVILLE, a consolidated
municipal corporation and political subdivision existing under the laws of the State of Florida, with an
address of 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202, (the "City") and Circle of Faith
Ministries, Inc. a Florida not-for-profit corporation, whose address is 6360 Commerce Street,
Jacksonville, Florida 32211 (the "Seller"). (City and the Seller are sometimes hereinafter individually
referred to as a "Party" or collectively as the "Parties").

RECITALS:

Seller is the owner of a certain parcel of real property located in Duval County, Florida, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (collectively, the "Property") also identified as Real Estate (RE) parcel numbers 141476-0000 and 141476-0010.

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

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

2. Improvements Owned by Others. Intentionally Deleted

3. Purchase Price and Total Consideration Paid. The purchase price to be paid for the Property by the City to Seller shall be THREE HUNDRED EIGHTY-FOUR THOUSAND AND NO/100 (\$384,000.00) in immediately available U.S. funds.

At Closing, the City shall also pay: (i) the costs of recording the Deed delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys incurred by City; and (iii) if obtained, title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title commitment. At Closing, the Seller shall pay documentary stamp tax, and all costs to prepare and record any documents necessary to cure any title defect. The Deed shall be executed and delivered by Seller. Each Party shall pay its own attorney's or other consultant's fees. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Duval County, Florida. Ad valorem real estate taxes on the Property shall be escrowed at closing as provided in Section 196.295, Florida Statutes.

4. Conditions and Limitations.

- 1. This Agreement may be subject to the final approval of the Jacksonville City Council ("City Council") and it is duly executed by the Mayor ("Effective Date"). If the Jacksonville City Council does not approve this Agreement, this Agreement shall be void and of no force and effect, and the parties shall owe no obligations to each other under the provisions of this Agreement.
- 2. City shall have Ninety (90) days after the Effective Date within which to inspect the Property (the "<u>Due Diligence Period</u>"). City shall have the right, at reasonable times during the Due

Diligence Period, to enter the Property and undertake all investigations that City deems necessary to fully evaluate the Property including: i) Obtain environmental audits of the Property and to contact or have its environmental consultants contact the Florida Department of Environmental Protection, the United States Environmental Protection Agency, and any other similar governmental authority to determine whether the files and records of those agencies include records indicating that the Property is or has been contaminated, contains wetlands, threatened/endangered species or other environmental items under their purview; ii) Inspect the Property for evidence of hazardous or other toxic waste contamination or contamination by fuels, oils, or other similar substances; iii) Inspect the Property and potentially collect samples related to the presence or absence of wetlands, threatened or endangered species, mold, radon, lead-based paint and/or asbestos-containing materials; iv) Obtain soil and groundwater samples for physical/geotechnical or laboratory analysis; v) Review title to the Property, including complete a Boundary Survey certified to Seller, the Title Company, and Buyer, that shall meet or exceed Standards of Practice for Surveying, in the State of Florida set forth by: Chapter No. 5J-17 (.050-.052) of the Florida Administrative Code (FAC); and, vi) Undertake such other inspections of the Property as it deems necessary. Seller shall fully cooperate with City in connection with City's inspection of the Property. If Seller has in its control or possession, copies of any environmental reports, letters or other similarly related documents, including permits, the Seller shall provide copies of these reports and permits to the City within 10 days of the effective date of this agreement and at no cost to the City. If the Seller is named as a permittee on any environmental permits, the Seller shall cooperate in the transfer of said permit to the City if desired by the City.

- 3. City has the right at any time during the Due Diligence Period, as the same may be extended, to terminate this Agreement if (i) City determines that the Property is not acceptable to City in City's sole discretion or (ii) for no reason at all. If City elects to terminate this Agreement during the Due Diligence Period, City shall provide written notice to Seller on or before the expiration of the Due Diligence Period and this Agreement shall stand terminated and the parties shall have no further rights or obligations under the provisions of this Agreement except for those that expressly survive termination.
- 4. Closing shall occur within thirty (30) days after the Due Diligence Period, unless extended by mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of the City's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier.
- 5. Seller is responsible for all taxes due on the property up to, but not including the day of closing in accordance with Section 196.295, Florida Statutes. At Closing, Seller will pay to the City or the closing agent, by credit to the Purchase Price or otherwise, Seller's pro rata shares of all taxes, assessments and charges as determined by the Duval County Property Appraiser, the Duval County Tax Collector and/or other applicable governmental authority.
- 6. Seller is responsible for delivering marketable title to City. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to City ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of the Property to the City at Closing free of any tenancies, occupants or personal property.
- 7. At the Closing, Seller shall execute and deliver to the City a Statutory Warranty Deed (the "Deed") in substantially the form and content attached hereto as **Exhibit "B"** and incorporated herein by reference, conveying marketable record title to the Property to the City, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at the City's election, be satisfied and paid with the proceeds of the Purchase Price. Seller shall complete a W-9 in the

form attached as **Exhibit "C"** and shall register with the City's software system to allow the City to provide payment to the Seller.

- 8. If ownership of the Property is held in a partnership, limited partnership, corporation, trust or any form of representative capacity specified in **Section 286.23**, **Florida Statutes**, Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit** "D" and incorporated herein by reference. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b)**, **Florida Statutes**, and such other documents as needed to convey marketable record title as provided.
- 9. Seller and City agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the Parties.
- 5. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph.
- 6. General Provisions. No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and the City. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and the City do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Duval County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
- 7. 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. <u>Waiver of Jury Trial</u>. SELLER AND THE CITY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.
- 9. No Representation or Warranty of Facilities. Seller acknowledges and agrees that this Agreement is not contingent upon City's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed.
- 10. **Effective Date**. When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either the City or Seller execute this Agreement.
- Release of City. By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge the City, of and from all, and all manner of causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against the City, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of the Property to the City, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages or any other damages. Nothing herein shall be deemed to release City from its obligations or liabilities under this Agreement. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

12. Special Conditions. Intentionally Deleted.

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

"SELLER"

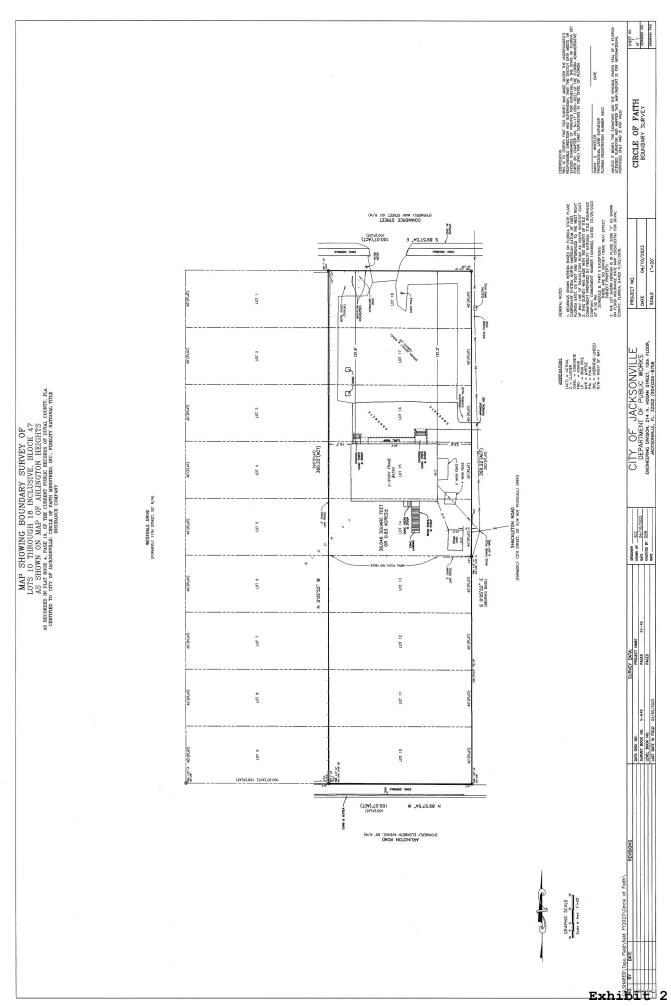
WITNESSES:	Circle of Faith Ministries, Inc.
Chela Meller	By:
Print Name: Chanlie Williams	Date: 404/30, 2023
Laven Smil	By: Parles John 9. Milley, Si
Print Name: Karen Smith	Date: APril 30, 2023

WITNESSES:	"CITY"
	CITY OF JACKSONVILLE
Print Name:	CITY, a body politic and an agency of the state, under the laws of the State of Florida
	By:
	Title:
Print Name	Date:
	APPROVED AS TO FORM:
	By:
	Assistant General Counsel

GC-#1563026-v1-Parks Circle of Faith Ministries PSA.docx

Exhibit "A"

The Property comprises Duval County Real Estate Parcel No. 141476-0000 and 141476-0010. A legal description will be provided by the Survey referenced in paragraph 4(2) herein.



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Exhibit "B" Statutory Warranty Deed Form

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

GENERAL WARRANTY DEED

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:	CIRCLE OF FAITH MINISTRIES, INC., a Florida not for profit corporation			
Print Name:	Name: Its:			
Print Name:				
STATE OF FLORIDA				
COUNTY OF DUVAL The foregoing instrument was acknowled presence or □ online notarization, this	edged before me by means of (check one) physical day of of Circle of Faith Ministries, Inc., a			
Florida not for profit corporation, who produced a valid driver's license as identification.	(<i>check one</i>) \square is personally known to me, or \square has			
{NOTARY SEAL}	Print Name:			

Exhibit "C" W-9 Form

Form W-9
(Rev. October 2018)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

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

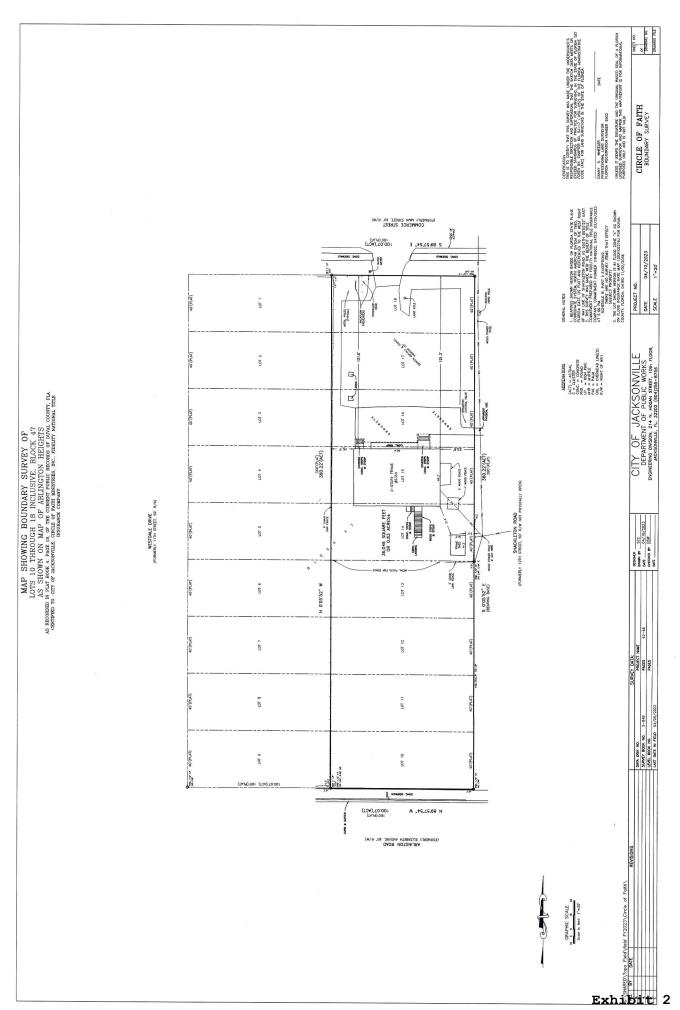
49 1900014 9941	The same of the sa		normauon.			
	 Name (as shown on your income tax return). Name is required on this line; 	do not leave this line blank.				
	2 Business name/disregarded entity name, If different from above					
n page 3.	Check appropriate box for federal tax classification of the person whose national following seven boxes. Individual/sole proprietor or C Corporation S Corporation	_	only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
90.0	single-member LLC		Exempt payee code (if any)			
Print or type.	Limited liability company. Enter the tax classification (C–C corporation, Note: Check the appropriate box in the line above for the tax classificat LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. tederal tax is disregarded from the owner should check the appropriate box for the	tion of the single-member owner, from the owner unless the owner purposes. Otherwise, a single-m	Do not check r of the LLC is			
Spec	Other (see instructions) ► 5 Address (number, street, and apt. or suite no.) See instructions.	T Bec	uester's name a	Applies to accounts maintained outside the U.S.) and address (optional)		
See	,		personal or roserves a	an our measures annual fields in an owned		
4,0	6 City, state, and ZIP code					
	7 List account number(s) here (optional)	A STATE OF THE STA				
Par	Taxpayer Identification Number (TIN)					
Enter	your TIN in the appropriate box. The TIN provided must match the na	ame given on line 1 to avoid	Social sec	curity number		
backu reside	p withholding. For individuals, this is generally your social security nunt alien, sole proprietor, or disregarded entity, see the instructions fo	umber (SSN). However, for a				
entitie	s, it is your employer identification number (EIN). If you do not have a	number, see How to get a				
TIN, la	ter. If the account is in more than one name, see the instructions for line	4. Alexand Millert Manus and	Ol'	Identification number		
Numb	er To Give the Requester for guidelines on whose number to enter.	1. Also see What Name and	Employer	Mental control includes		
				-		
Pari	II Certification					
	penalties of perjury, I certify that:		THE STATE OF THE S			
2. I arr Sen	number shown on this form is my correct taxpayer identification nun not subject to backup withholding because: (a) I am exempt from b vice (IRS) that I am subject to backup withholding as a result of a faile onger subject to backup withholding; and	ackup withholding, or (b) I ha	ive not been n	otified by the Internal Revenue		
3.1 an	a U.S. citizen or other U.S. person (defined below); and			ž		
	FATCA code(s) entered on this form (if any) indicating that I am exer					
acquis other t	cation instructions. You must cross out item 2 above if you have been we failed to report all interest and dividends on your tax return. For real e tition or abandonment of secured property, cancellation of debt, contribu han interest and dividends, you are not required to sign the certification,	estate transactions, item 2 doe itions to an individual retireme	s not apply. Fo	r mortgage interest paid,		
Sign Here	Signature of U.S. person ►	Date	•			
	neral Instructions	 Form 1099-DIV (divider funds) 	nds, including	those from stocks or mutual		
noted.	n references are to the Internal Revenue Code unless otherwise	 Form 1099-MISC (vario proceeds) 	ous types of in	come, prizes, awards, or gross		
Future developments. For the latest information about developments *Form 10 Form W-9 and its instructions, such as legislation expected.			Form 1099-B (stock or mutual fund sales and certain other ansactions by brokers)			
Purpose of Form Form 1099-S (proceeds from real estate transa Form 1099-K (merchant card and third party pa			-			
				rd party network transactions)		
inform	• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1098-T (tuition) • Form 1099-C (capceled debt)					
(SSN),	individual taxpayer identification number (ITIN), adoption	 Form 1099-C (canceled Form 1099-A (acquisition 		ment of secured property)		
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		Use Form W-9 only if y alien), to provide your co	 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. 			
	s include, but are not limited to, the following. n 1099-INT (interest earned or paid)		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.			
	Cut Bla Krista			5		

Public Disclosure Act
Disclosure Affidavit
(Exhibit "D" to Purchase and Sale Agreement)

STATE OF FLORIDA COUNTY OF DUVAL

BEFORE	ME, the	undersigned ho being first duly	authority, sworn, depose	personally as and says that he	appeared
described in Exhibit names and address and addresses of exminimal, and does Section 286.23, Flo	of of	nereto and made a it D-2 attached he g a beneficial inte	, ha part hereof, a pereto and made rest in said real arpose of comp	nolding title to re nd hereby certifi a part hereof are property, howey	al property es that the the names er small or
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(seal)		Notary Pu	ablic, State of F	lorida	

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



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EXHIBIT D-2 to Beneficial Interest Affidavit Beneficial Ownership

Name and Address of Beneficial Owner