

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTRACT FOR GRANT TO ACQUIRE AND/OR DEVELOP LAND FOR OPEN-SPACE PURPOSES
UNDER TITLE VII OF THE HOUSING ACT OF 1961, AS AMENDED

*Metropolitan
Open Space
Contract
for
development*

PART I

Project No. FL-1069-OS
Contract No. FL-1069-OS(G)

THIS AGREEMENT, consisting of this Part I and the Terms and Conditions (Form HUD-3180b, dated 6-69) forming Part II hereof (which Parts, together are herein called the "Contract"), effective on the date hereinbelow set out, by and between the City of Jacksonville, Florida (herein called the "Public Body") and the United States of America (herein called the "Government"), WITNESSETH:

In consideration of the mutual covenants, promises, and representations contained herein, the parties hereto do agree as follows.

SEC. 1. PURPOSE OF CONTRACT

The purpose of this Contract is to provide Federal financial assistance to the Public Body in the form of a grant of Federal funds, (herein called the "Grant") under Title VII of the Housing Act of 1961, as amended, for the purpose of carrying out a certain open space land project (herein called the "Project") and to state the terms and conditions under which such assistance will be extended.

SEC. 2. THE PROJECT

(a) The Public Body agrees to undertake, carry out, and complete the development of that certain land located in the City of Jacksonville, County of Duval, and State of Florida and more generally described in Exhibit A attached hereto and made a part hereof.

The Public Body agrees to develop the land in the following manner and with the improvements described:

Development of seven existing parks to include picnic tables and shelters, landscaping, parking facilities, walkways, ball fields, basketball and handball courts, tennis courts, playground equipment, bicycle paths and restroom facilities.

(b) The Public Body agrees to retain said land, as developed, for permanent open space purposes, and the open space use or uses of said land shall be for park and recreational purposes, conservation of land and other natural resources, or historic or scenic purposes.

SEC. 3 THE GRANT

The Government agrees to make a grant to the Public Body to assist it in carrying out the Project. The grant shall in no event exceed the lesser of (i) 50 percent of the eligible Project costs, not including the cost of relocation payments and assistance, as determined by the Government, and the Government's share of the cost of relocation payments and assistance provided by the Public Body in connection with the Project as specified in Section 4 of the Contract, or (ii) \$ 250,000.00.

SEC. 4 RELOCATION PAYMENTS

The Public Body agrees to make relocation payments and payments for eligible expenses incidental to transfer of title and condemnation litigation, and to provide relocation assistance to or on behalf of eligible displacees in accordance with and to the full extent permitted by the regulations or other requirements of the Secretary and within the budgetary limits of the Contract. Notwithstanding any other provision of the Contract, the Government shall provide a Grant to fund the first \$25,000 of the cost to the Public Body if providing such payments and assistance for each eligible displacee, pursuant to such regulations or other requirements, displaced prior to July 1, 1972. Costs of the Public Body for providing such payments and assistance in excess of said \$25,000 per eligible displacee on account of displacement occurring prior to July 1, 1972 and all costs of the Public Body for providing such payments and assistance on account of displacement occurring on or after July 1, 1972, shall be treated and funded as are other eligible Project costs. Grant funds from the total amount thereof set forth in Section 3 of the Contract, used to fund the cost of relocation payments and assistance in accordance with this Section of the Contract shall not without the prior written consent of the Secretary, exceed \$ None.

SEC. 5. TIME OF PERFORMANCE

The Public Body agrees that it will complete such development activities within a reasonable period of time thereafter, now estimated to be within 12 months after execution of the Contract.

3

SEC. 6. COUNTERPARTS OF THE CONTRACT

This Contract may be executed in two counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

SEC. 7. CHANGES APPLICABLE TO PART II HEREOF

The following changes are hereby made in the attached Terms and Conditions designated Part II hereof:

In SEC. 106(B) - Labor and Construction Provisions, Competitive Bidding - of the Terms and Conditions, Part II, of this Contract, the amount of \$2,500 should be deleted wherever it appears and the amount \$10,000 substituted in lieu thereof.

SEC. 8. SPECIAL CONDITION

Deed Restriction: Recordation. The Public Body agrees to have prepared and recorded in the appropriate land or deed records for each open space site contained in this project an appropriate restriction indicating that the site or any interest therein may not be sold, leased, or otherwise transferred without the prior written approval of the Secretary of Housing and Urban Development, his designee, or any successor thereto. This restriction may be recorded in the Public Body's deed or deeds to the open space site or in a separate instrument, provided that the method used gives constructive notice (or the equivalent) of the restriction.

SEC. 9. COMPENSATION TO GOVERNMENT FOR ITS AUDITS AND INSPECTIONS

The Public Body will compensate the Government for its inspections and audits, provided for in Sec. 103(B) of Part II of this Contract, a fixed fee in the amount of \$ 3,000.00 . The fixed fee shall be payable at the time the first requisition for a Grant Payment is approved by a deduction of the entire amount of the fixed fee from the first Grant payment to the Public Body: Provided, that in the event the Grant amount authorized under Section 3 hereof with respect to the actual cost of the Project is increased, the additional fixed fee payable thereby shall be deducted from the next Grant Payment made to the Public Body.

SEC. 10. ASSURANCES

Prior to entering into the Contract the Public Body provided the following to the Government:

(a) Assurances that (i) fair and reasonable relocation payments and assistance shall be provided to or for eligible displacees, as are required to be provided by a Federal agency under Sections 202, 203, and 204 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (ii) relocation assistance programs offering the services described in Section 205 of said Act shall be provided to such

displacees, and (iii) within a reasonable period of time prior to displacement, decent, safe and sanitary replacement dwellings will be available to displacees in accordance with Section 205(c)(3) of said Act. (Not Applicable)

(b) Assurances that (i) in acquiring real property it will be guided to the greatest extent practicable under State law, by the land acquisition policies in Section 301 and the provisions of Section 302 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and (ii) property owners will be paid or reimbursed for necessary expenses as specified in Sections 303 and 304 of said Act. (Not Applicable)

IN WITNESS WHEREOF, the Public Body has caused this Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed in its behalf this 6th day of March, 1973.



CITY OF JACKSONVILLE, FLORIDA

By

A handwritten signature in dark ink, appearing to read 'Hans G. Tonzler, Jr.', is written over a horizontal line.

(Signature)

Hans G. Tonzler, Jr.

MAYOR

(Type Name and Title)

A handwritten signature in dark ink, appearing to read 'J. M. Ingram', is written over a horizontal line.

(Signature)

J. M. Ingram

CORPORATION SECRETARY

(Type Name and Title)

UNITED STATES OF AMERICA

Secretary of Housing and Urban Development

By

A handwritten signature in dark ink, appearing to read 'Carl S. Holloman', is written over a horizontal line.

Area Director

Approved as to Form and Legal Sufficiency:

A handwritten signature in dark ink, appearing to read 'Gerald R. Wright', is written over a horizontal line.

Gerald R. Wright, Area Counsel

METROPOLITAN PARK

TAB

- A Authorization to apply to U.S. HUD for grant to acquire and develop land for open-space use and purposes. (RESO 72-487-140)
- B Authorization to purchase from City-HUD approximately 8 acres of land (\$400,000). (RESO 73-1347-418)
- C Dedication of approximately 20 acres. (ORD 73-1352-78)
- D Appropriation of \$400,000 for acquisition of land described in Tab "B". (ORD 74-133-92)
- E Restrictions of land use. (RESO 74-217-59)
- F Acquisition property map.
- G Urban renewal plan describing the Gator Bowl and related use district.
- H Zoning change map.
- I Land use plan.

copy to Jackson
6-15-72 Prof

1 Introduced by Councilman Robert... at the Request of the Mayor:

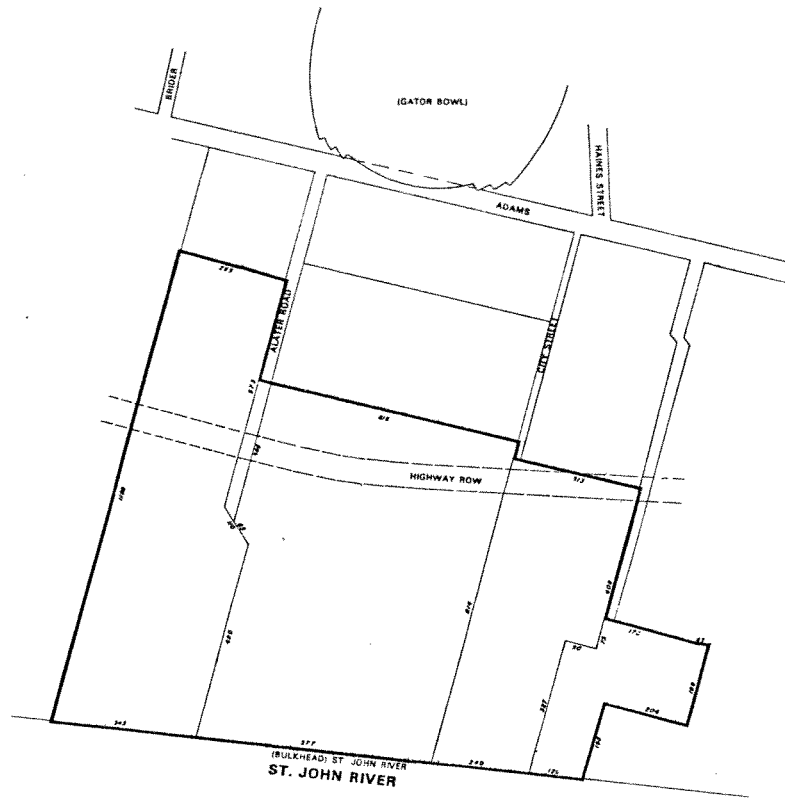
2 RESOLUTION 72-387-140

3 A RESOLUTION AUTHORIZING THE MAYOR AND CORPORATION
4 SECRETARY TO APPLY TO THE UNITED STATES DEPARTMENT
5 OF HOUSING AND URBAN DEVELOPMENT FOR A GRANT TO
6 ACQUIRE AND DEVELOP LAND FOR OPEN-SPACE PURPOSES
7 PURSUANT TO TITLE VII, HOUSING ACT OF 1961, AS
8 AMENDED, SAID GRANT TO BE IN THE AMOUNT OF FIVE
9 HUNDRED THOUSAND DOLLARS TO BE USED TOWARD THE
10 ACQUISITION AND DEVELOPMENT OF APPROXIMATELY 1,175
11 FEET OF ST. JOHNS RIVER FRONT PROPERTY LOCATED
12 NEAR THE GATOR BOWL, SOUTH OF ADAMS STREET APPROXI-
13 MATELY 1,000 FEET WEST OF COMMODORES POINT;
14 PROVIDING AN EFFECTIVE DATE.

14 BE IT RESOLVED by the Council of the City of Jacksonville:

15 Section 1. The Mayor and Corporation Secretary Authorized
16 to Apply for Grant. The Mayor and Corporation Secretary are
17 hereby authorized to apply to the United States Department of
18 Housing and Urban Development for a grant in the amount of
19 five hundred thousand dollars to be used toward the acquisition
20 and development of approximately 1,175 feet of St. Johns River-
21 front property located South of Adams near the Gator Bowl, and
22 approximately 1,000 feet West of Commodores Point, and to file
23 such documents as may be required by the United States Depart-
24 ment of Housing and Urban Development.

24 Section 2. Effective Date. This resolution shall become



PARCEL NO.	OWNER	AREA SQ. FT.		
1	ALEXANDER BREST	85040		
2	ALEXANDER BREST	208418		
3	ALEXANDER BREST	300753		
4	GULF-ATLANTIC TOWNSHIP CORP.	387231		
ALL	TOTAL AREA	1161435		

TOTAL AREA OF PROPERTY TO BE ACQUIRED	1,161,435
TOTAL AREA OF PROPERTY NOT TO BE ACQUIRED	0
TOTAL AREA OF STREETS TO REMAIN	9268
TOTAL AREA OF PROPERTY TO BE VACATED	0
TOTAL AREA OF INDIVIDUAL PARCELS & STREETS	1,170,703

DEPARTMENT OF HOUSING AND
 URBAN DEVELOPMENT
 JACKSONVILLE, FLORIDA

MARCOU, O'LEARY AND
 ASSOCIATES

SCALE 1" = 100'

PROPERTY MAP

JACKSONVILLE NEIGHBORHOOD DEVELOPMENT PROGRAM

ND -501-1H
 ACTION YEAR 1971

RESTRICTIVE COVENANT

WHEREAS the City of Jacksonville, a municipal corporation, has applied for federal assistance in the development of that certain area currently known as Metropolitan Park as an open space project, and

WHEREAS it is required by the Department of Housing and Urban Development of the United States of America that a restrictive covenant in the manner as herein executed be placed in the public records of Duval County, Florida, as a part of the grant application in connection with open space projects, and

WHEREAS the Council of the City of Jacksonville pursuant to Ordinance 72-1182-621 authorized the execution of such restrictive covenant,

NOW, THEREFORE, in consideration of the premises, the City of Jacksonville executes this restrictive covenant:

The City of Jacksonville, a municipal corporation, declares that the hereinafter described sites or any interest therein will not be sold, leased or otherwise transferred without the prior written approval of the Secretary of Housing and Urban Development of the United States of America, his designee, or any successors thereto:

Being in the City of Jacksonville and State of Florida, known and described as:

That part of the E. Hudhall Grant being a part of Section 45, Township 2 South, Range 27 East and lying in Duval County more particularly described as follows: Beginning at the intersection of the Southerly right of way line of Adams Street and the Westerly right of way line of Bridier Street as now established; thence South 71 degrees 25 minutes East a distance of 459.53 feet to the point of beginning; thence South 18 degrees 43 minutes West a distance of 820.35 feet; thence South 26 degrees 42 minutes East a distance of 112.32 feet; thence South 18 degrees 43 minutes West a distance of 551.66 feet to the bulkhead line established in Plat Book 1 page 1 former public records of Duval County, Florida; thence South 80 degrees 44 minutes 27 seconds East a distance of 832.80 feet; thence South 80 degrees 43 minutes 40 seconds East a distance of 1.76 feet; thence North 30 degrees 35 minutes 04 seconds East a distance of 330.60 feet; thence South 71 degrees 25 minutes 50 seconds East a distance of 30 feet; thence North 18 degrees 36 minutes 30 seconds East a distance of 984.87 feet to the Southerly right of way line of Adams Street; thence North 66 degrees 39 minutes West along the Southerly right of way line of said Adams Street 65.22 feet; thence South 18 degrees 36 minutes 30 seconds West a distance of 584.64 feet; thence North 71 degrees 23 minutes 30 seconds West a distance of 318.66 feet; thence North 18 degrees 35 minutes East a distance of 70.25 feet; thence North 71 degrees 25 minutes West a distance of 595.64 feet; thence North 18 degrees 43 minutes East a distance of 519.2 feet to the Southerly right of way line of Adams Street; thence North 71 degrees 25 minutes West along the Southerly right of way line of said Adams Street a distance of 20 feet to the

*Order return to → Duval County Clerk's Office
1300 City Hall
Jacksonville, Florida*

3503 884

OFFICIAL RECORDS

point of beginning.

IN WITNESS WHEREOF, the said City of Jacksonville, Florida, has hereunto caused its corporate name to be subscribed by its Mayor and its corporate seal to be hereunto impressed, duly attested by its Corporation Secretary, both thereunto duly authorized by law, this the 13th day of April, 1973.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

[Signature]
Corporation Secretary

By

[Signature]
Mayor

STATE OF FLORIDA
COUNTY OF DUVAL

I, an officer authorized to take acknowledgments, do hereby certify that Hans G. Tanzler, Jr. and J. M. Ingram are personally known to me to be the Mayor and the Corporation Secretary, respectively, of the City of Jacksonville, Florida, the municipal corporation described in the foregoing instrument, and that they this day each acknowledged before me that they executed said instrument freely and voluntarily for and in the name of the City of Jacksonville, Florida, as its act and deed, for the purposes therein expressed, and the seal thereto affixed is the corporate seal of the said City of Jacksonville, Florida.

WITNESS my hand and official seal at Jacksonville, Duval County, Florida, this 13th day of April, 1973.

[Signature]
Notary Public, State of Florida at Large.

My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 3, 1974
BONDED THRU FREE W. DIEFELDER

FORM APPROVED
[Signature]
ASSISTANT COUNSEL

73-27923
APR 25 2 37 PM '73