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BE IT ORDAINED by the Council of the City of Jacksonville:

ORDINANCE 2024-

AN ORDINANCE CLOSING AND ABANDONING AND/OR DISCLAIMING PORTIONS OF CERTAIN RIGHTS-OF-WAY WITHIN THE CITY OF JACKSONVILLE TO INCLUDE: (1) AN OPENED AND IMPROVED PORTION OF THE GRANT STREET RIGHT-OF-WAY, ESTABLISHED IN THE PLAT OF SPRATT'S SUBDIVISION OF EAST JACKSONVILLE, AS RECORDED IN PLAT BOOK AK, PAGE 438, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, (2) AN OPENED AND IMPROVED PORTION OF THE GEORGIA STREET RIGHT-OF-WAY, ESTABLISHED IN THE MEIG'S REPLAT OF SPRATT'S SUBDIVISION OF BLOCK 5, JOHNSON'S PLAT OF EAST JACKSONVILLE, RECORDED IN PLAT BOOK 3, PAGE 75, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND (3) AN OPENED AND IMPROVED PORTION OF THE ALBERT STREET RIGHT-OF-WAY, ESTABLISHED IN THE PLAT OF EAST JACKSONVILLE, RECORDED IN PLAT BOOK Q, PAGE 664, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN COUNCIL DISTRICT 7, AT THE REQUEST OF RP SPORTS INVESTMENTS, INC., SUBJECT TO RESERVATION UNTO THE CITY OF JACKSONVILLE AND JEA OF AN ALL UTILITIES, FACILITIES AND ACCESS EASEMENT AND RESERVATION; PROVIDING FOR APPROVAL SUBJECT TO CONDITIONS; PROVIDING AN EFFECTIVE DATE.

Closure and Abandonment. The Council hereby approves the closure and abandonment of certain portions of the following rights-of-way in the City of Jacksonville: (1) an opened and improved portion of the Grant Street right-of-way, established in the Plat of Spratt's Subdivision of East Jacksonville, recorded in Plat Book AK, page 438, of the current public records of Duval County, Florida, (2) an opened and improved portion of the Georgia Street right-of-way, established in the Meig's Replat of Spratt's Subdivision of Block 5, Johnson's Plat of East Jacksonville, recorded in Plat Book 3, page 75, of the current public records of Duval County, Florida, and (3) an opened and improved portion of the Albert Street right-of-way, established in the Plat of East Jacksonville, recorded in Plat Book Q, page 664, of the current public records of Duval County, Florida, located in Council District 7, a description and depiction of which is attached hereto as Exhibit 1 and incorporated herein by this reference, are hereby closed and abandoned and/or disclaimed as rights-of-way at the request of RP Sports Investments, Inc. (the "Applicant"); provided however, there is reserved unto the City of Jacksonville and JEA an all utilities, facilities and access easement on, over, under, through and across the closure areas for ingress and egress and for all utilities and facilities, including but not limited to, water, sewer, drainage and electric, so as to provide the City and JEA continued access to repair and maintain these utilities and facilities.

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The Applicant paid three right-of-way closure application fees of \$2,091.00 (for a total of \$6,273.00) and this amount has been deposited into the General Fund. These closure requests were reviewed and approved by the various city, state, and utility agencies that might have an interest in the right-of-way and there were no objections to the Applicant's request.

Section 2. Purpose. The Applicant is under contract with

the City to purchase several properties adjacent to the closure areas (see R.E. Nos. 130740-0000, 130649-0000 and 130838-0000 for locational purposes only) as authorized, subject to certain conditions, by Ordinance 2023-87-E and is requesting the closures for development of the Armada Soccer Stadium with a mix of uses including commercial, residential and office spaces.

Section 3. Hold Harmless Covenant and Confirmation by Public Works Director. The closure and abandonment by the City of its interests in the subject portions of the Grant Street, Georgia Street and Albert Street rights-of-way shall be subject to the following conditions: (1) the Applicant's execution and delivery to the City of a Hold Harmless Covenant, in substantially the same form attached hereto as Exhibit 2 and incorporated herein by this reference and (2) written confirmation by the Director of the Public Works Department that the legal descriptions for each closure area have been reviewed by the Department and are deemed final, complete and correct. Accordingly, the closure and abandonment of these rightsof-way shall not be recorded in the public records until execution and delivery to the City by the Applicant of the required Hold Harmless Covenant and the Real Estate Division's receipt of written confirmation from the Director of the Public Works Department as outlined above.

Section 4. Effective Date. This Ordinance shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:

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Office of General Counsel

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Legislation Prepared By: Mary E. Staffopoulos

GC-#1630366-v2-Grant St-Georgia St-Albert St_ROW_Closure_(RP_Sports).docx

is unducta Stant St 111 1119 Georgia St parcel 2 1101 1103 1105 Buren St RE 130740-0000/130649-0000/130838-0000 (for location purposes) 1027 1033 1-Albert Parcel byla Adiobne A quing A

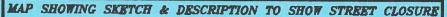
Grant St/Georgia St/Albert St Closures

Exhibit 1
Page 1 of 7

Grant St/Georgia St/Albert St Closures RE 130740-0000/130649-0000/130838-0000 (for location purposes)



Exhibit 1
Page 2 of 7



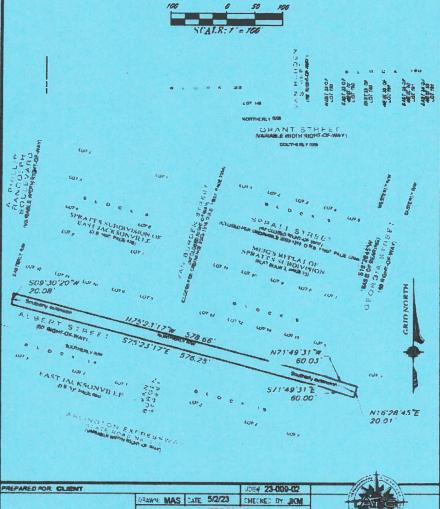
The Northerly 20 feet of ALBERT STREET, a 60 foot right-of-way, lying between the Southerly extension of the Easterly right-of-way of A. PHILIP RANDILPH BULLEVARD, and the Southerly extension of the Easterly right-of-way of GB IRGIA STREET, a 60 foot right-of-way.

SURVEYORS NOTES

- All dimensions, unless otherwise noted, are US survey feet.

 Bearings are based of the Westerly right-of-way line of GEURGIA STREET, a 60 foot right-of-way, having a bearing of North 16°28'45" East.

 Horizontal dutum is reference to Florida State Plane Coordinate System, East, Zone, North American Datum
- of 1983 (NAD83).



PROJECT THEET HOAD CLOSURE - NORTH 20F1 LOCATED IN: REVISIONS JATE John K. Maffatt FLISSIA PROFESSIONAL SURVEYOR & WIFFER NO THANK MY LS6951

ARC SURVEYING & MAPPING, INC

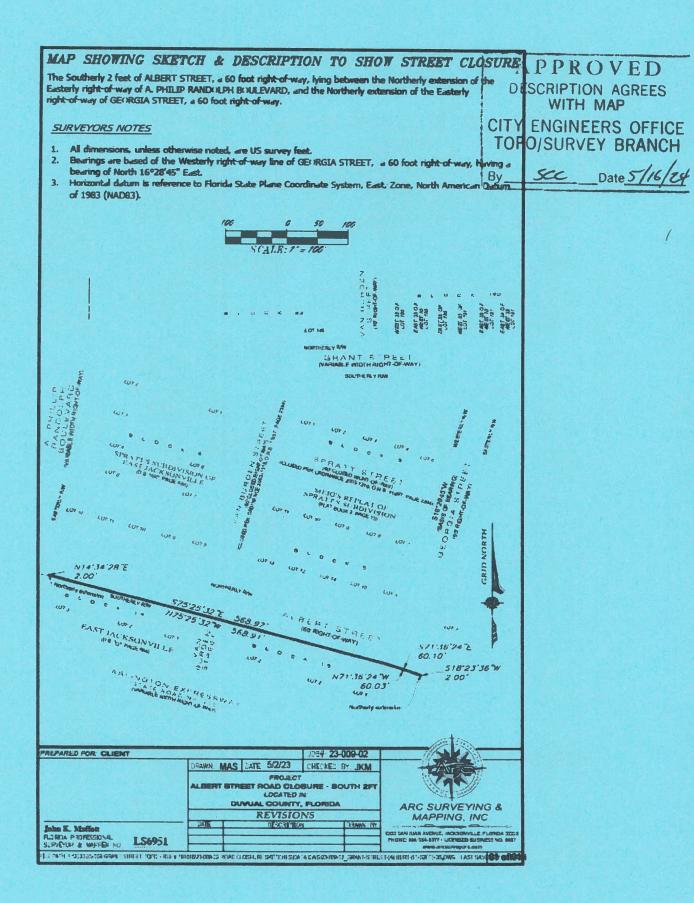
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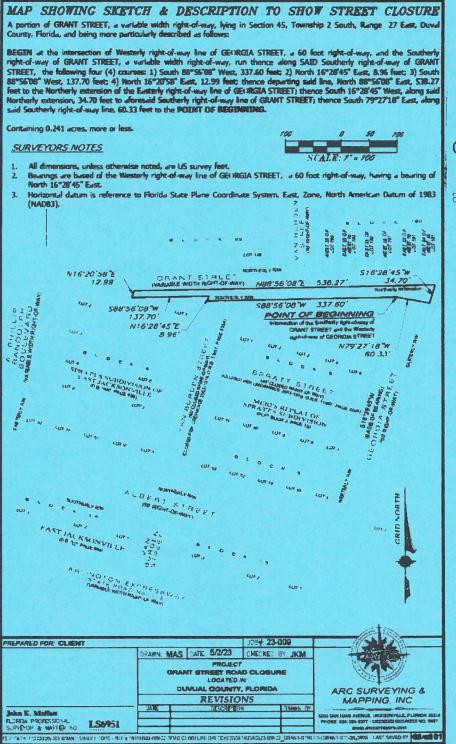
APPROVED

DESCRIPTION AGREES WITH MAP

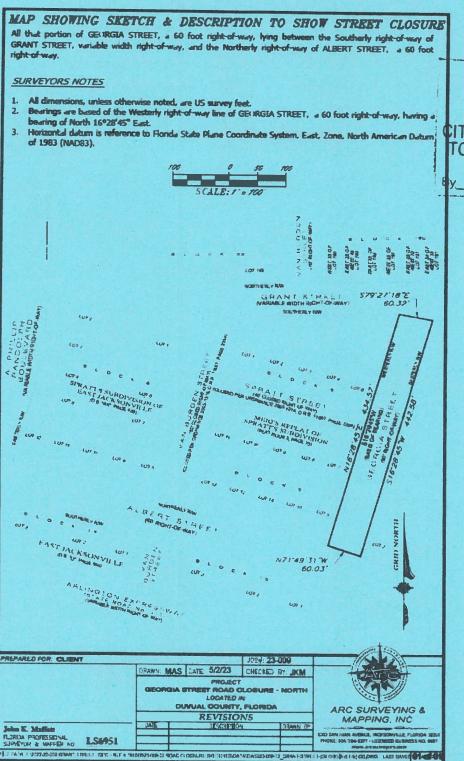
CITY ENGINEERS OFFICE TOPO/SURVEY BRANCH

Date 5/16/24





DESCRIPTION AGREES
WITH MAP
CITY ENGINEERS OFFICE
TOPO/SURVEY BRANCH
By SCC Date 5/16/19

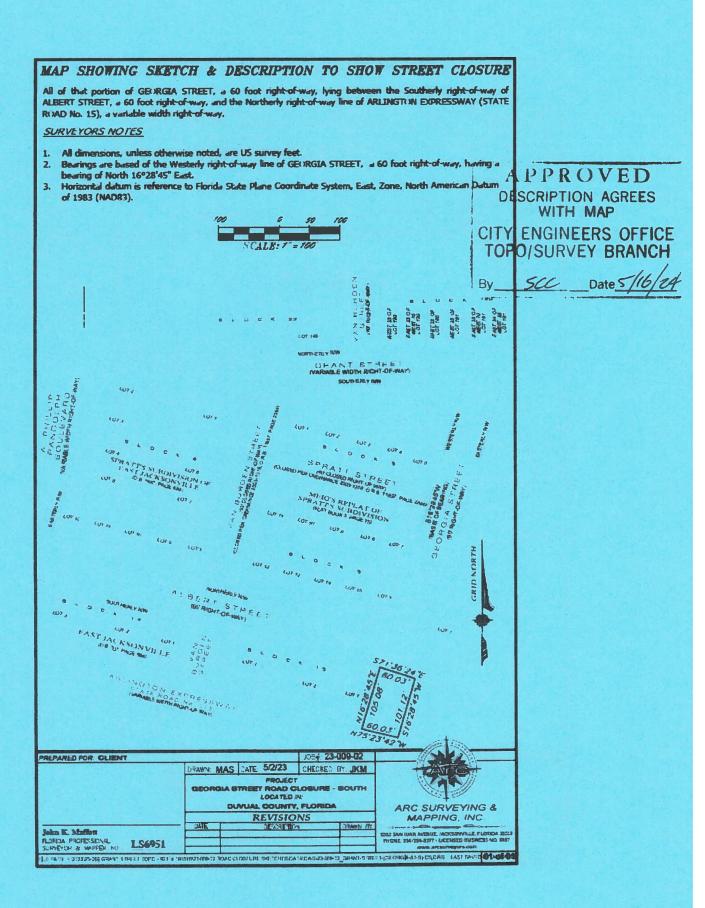


APPROVED

DESCRIPTION AGREES
WITH MAP

ITY ENGINEERS OFFICE
TOPO/SURVEY BRANCH

SCC __ Date 5/16/24



HOLD HARMLESS COVENANT

This Hold Harmless Covenant is hereby granted this _____ day of ______, 2024, by Nathan Walter, President of RP SPORTS INVESTMENTS, INC., whose address is 1400 S. International Parkway, Lake Mary, Florida 32746 ("Grantor") in favor of the CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, whose mailing address is 117 West Duval Street, Jacksonville, Florida 32202 ("City").

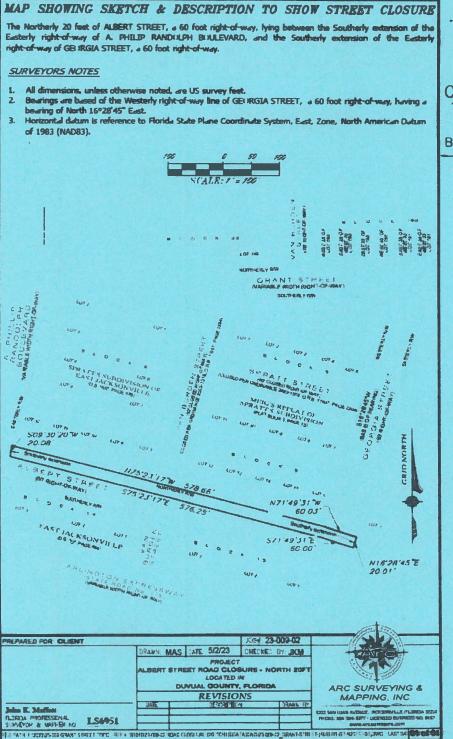
IN CONSIDERATION for the closure and/or abandonment of City rights-of-way or easement areas pursuant to CITY ORDINANCE 2024—______, a copy of which is attached hereto and incorporated by reference (the "Ordinance"), located near RE# 130740-0000, 130649-0000, and 130838-0000 in Council District 7 and as established in Plat Book AK, Page 438 of Spratt's Subdivision of East Jacksonville, Plat Book 3, Page 75 of Meig's Replat of Spratt's Subdivision of Block 5, Johnson's Plat of East Jacksonville and Plat Book Q, Page 664 of East Jacksonville.

Grantor, its successors and assigns, holds harmless, indemnifies, and will defend CITY OF JACKSONVILLE, its members, officials, officers, employees, and agents (the "City Indemnities") against any claim, action, loss, damage, injury, liability, cost and expense of whatever kind or nature (including, but not by way of limitation, attorney fees and court costs) (collectively, "Claims") arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the use of the abandoned right-of-way or easement areas, more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Property"); including, but not limited to such injuries or damages resulting from flooding or erosion; provided, however that Grantor's obligation to indemnify, defend, and hold the City Indemnities harmless contained herein will not apply to Claims arising out of the negligence or willful misconduct of the City or its contractors, agents or employees. This **Hold Harmless Covenant** shall run with the real property described in **Exhibit "A"**. The adjacent property owner(s) who acquire the Property as a result of the abandonment shall be responsible for maintaining the Property.

Furthermore, the Property shall remain unobstructed by any permanent vertical building improvements lying within the Property that may impede the use by the City or JEA of their reserved easement rights, if any, under the provisions of the reserved easement. In the event that such easement rights are reserved by City or JEA: (a) the construction of driveways and sidewalks and the installation of gates, fences, hedges, and landscaping is permissible; and (b) Grantor, its successors and assigns, shall indemnify, defend, and hold City and JEA harmless from, any and all Claims, in any manner resulting from or arising out of the installation, replacement, maintenance or failure to maintain, or removal of any improvements placed within the Property by Grantor, its successors or assigns, and the City's or JEA's exercise of their rights in the reserved easement; provided, however that Grantor's obligation to indemnify, defend, and hold City and JEA harmless contained herein will not apply to Claims arising out of the negligence or willful misconduct of City or JEA, and their respective contractors, agents or employees. By acceptance of this Hold Harmless Covenant, City and JEA agree that (i) prior to commencing work on the Property, City or JEA, as applicable, will provide Grantor with at least one business day prior notice of the pending work except in the case of emergencies in which case no such notice is required, and (ii) in the event the surface of any portion of the Property is disturbed by City or JEA in its exercise of the easement rights herein granted, such area shall be restored by City or JEA, as applicable, to substantially the condition in which it existed as of the commencement of such activity; provided however that any permanent improvements within the Easement Property are subject to applicable Duval County standards ("Standard"), and City or JEA, as applicable, shall only be required to make replacements in the same manner as specified in and in accordance with the then current Standard applicable to the improvement, as if within a public right-of-way. Any further repair or restoration beyond the scope of Standard repair and restoration shall be the responsibility of the Grantor or its successors or assigns in and to the Property, at Grantor's expense.

| Signed and Sealed in Our Presence: | | GRANTOR: |
|------------------------------------|----------------------------|---|
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| (Sign) | | By: |
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| (Print) | | Title: |
| (Sign) | | |
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| {NOTARY SEAL} | | |
| | | [Signature of Notary Public-State of Florida] [Name of Notary Typed, Printed, or Stamped] |
| Personally Known | OR Produced Identification | |
| Type of Identification | | |

Exhibit A



APPROVED

DESCRIPTION AGREES
WITH MAP

CITY ENGINEERS OFFICE
TOPO/SURVEY BRANCH

By SCC Date 5/16/24

MAP SHOWING SKETCH & DESCRIPTION TO SHOW STREET CLOSURE PPROVED The Southerly 2 feet of ALBERT STREET, a 60 foot right-of-way, lying between the Northerly extension of Easterly right-of-way of A. PHILIP RANDULPH BULLEVARD, and the Northerly extension of the Easterly DESCRIPTION AGREES WITH MAP right-of-way of GEORGIA STREET, a 60 foot right-of-way. CITY ENGINEERS OFFICE SURVEYORS NOTES TOPO/SURVEY BRANCH All dimensions, unless otherwise noted, are US survey feet. Bearings are based of the Westerly right-of-way line of GEC IRGIA STREET, a 60 foot right-of-way, h Date 5/16 Ву bearing of North 16°28'45" East. 3. Horizontal datum is reference to Florida State Plane Coordinate System, East, Zone, North American of 1983 (NAD83). GHANT STREET tor, GRID NORTH N14"34"28"E 2.00 419647 511.3574 % 60.10 518'23'36 W N71:36'24'W 60.03 DET 23-009-02 PREPARED FOR CLIENT FAWN MAS MATE 5/2/23 CHECKED BY JIKM PROJECT POAD GLOSURE - SOUTH 2FT LOCATED AN: DUNUAL COUNTY, FLORIDA ARC SURVEYING & REVISIONS MAPPING, INC TH HANSE THE REAL PROPERTY - LICENSESS BUSINESS NO. 6417 John K. Maffatt A STATE FOR THE STATE OF THE ST

Exhibit A

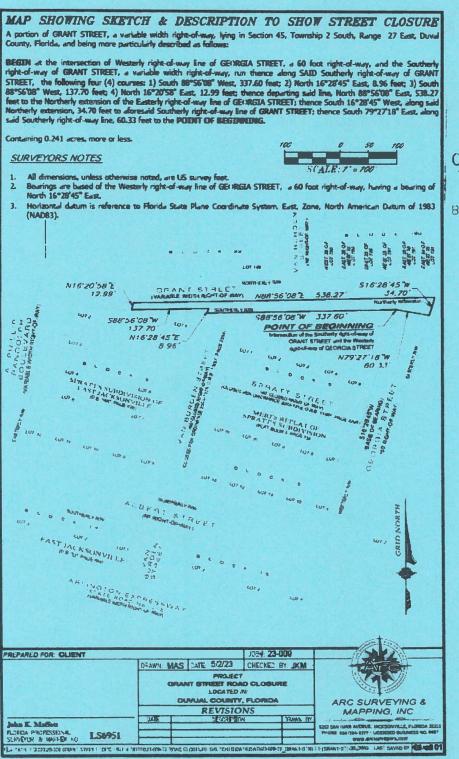
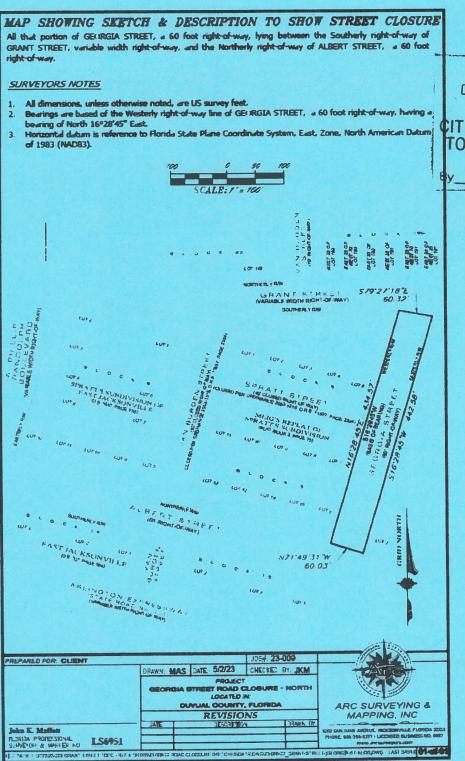


Exhibit A



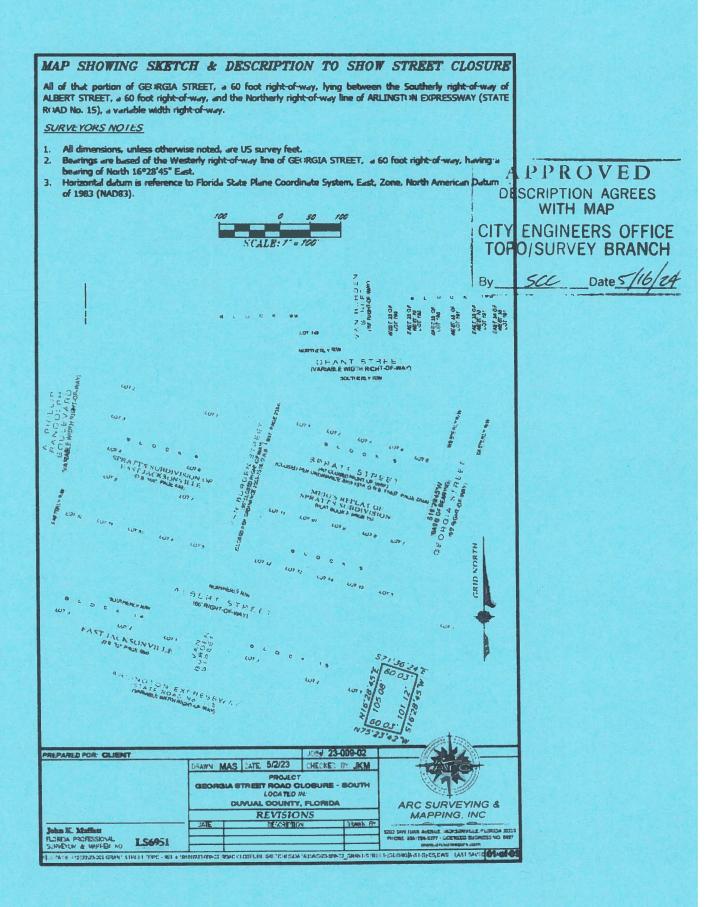
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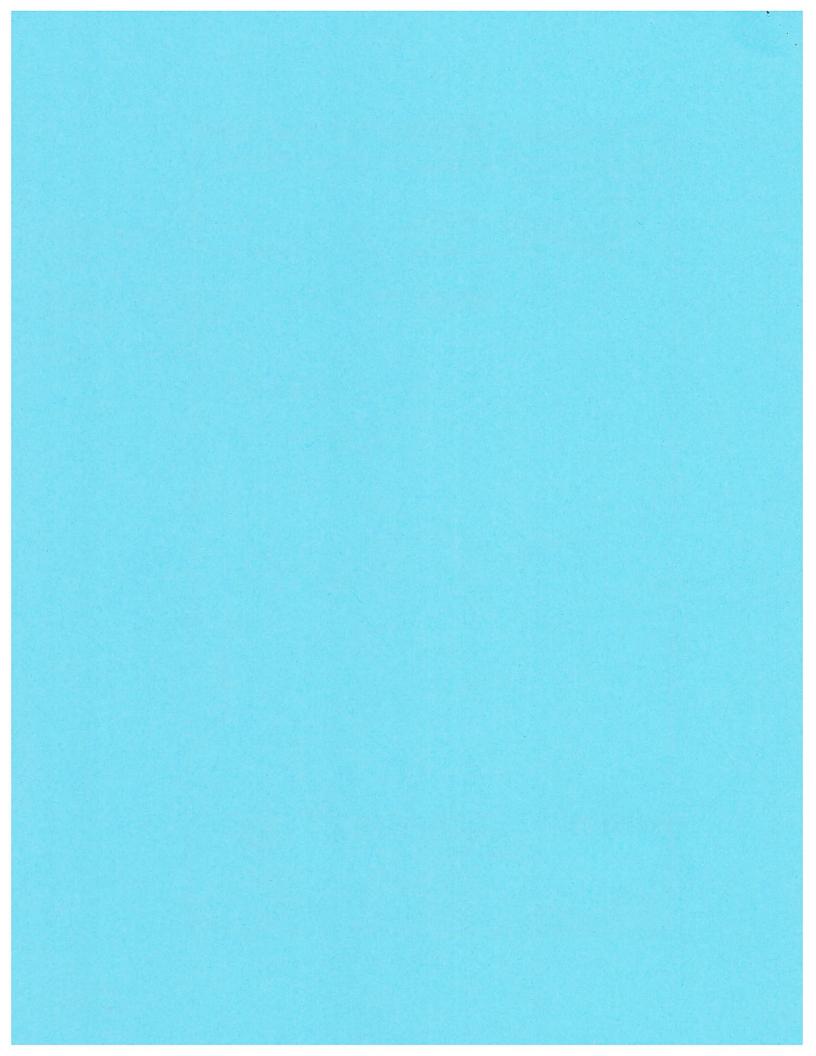
DESCRIPTION AGREES
WITH MAP

CITY ENGINEERS OFFICE TOPO/SURVEY BRANCH

SCC Date

Date 5/16/89





ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

| ACTION ITEMS: | Yes | No | |
|--|-----|----|---|
| Continuation of Grant? | | x | Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund? |
| Surplus Property | | × | Attachment: If yes, attach appropriate form(s). |
| Certification? Reporting Requirements? | | х | Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating reports. |
| | | | |

BUSINESS IMPACT ESTIMATE

Pursuant to Section 166.041(4), F.S., the City is required to prepare a Business Impact Estimate for ordinances that are <u>NOT</u> exempt from this requirement. A list of ordinance exemptions are provided below. Please check all exemption boxes that apply to this ordinance. If an exemption is applicable, a Business Impact Estimate <u>IS NOT</u> required.

| X | The proposed ordinance is required for compliance with Federal or State law or regulation; |
|---|---|
| | The proposed ordinance relates to the issuance or refinancing of debt; The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget; The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal |
| | government; |
| | The proposed ordinance is an emergency ordinance; The ordinance relates to procurement; or The proposed ordinance is enacted to implement the following: a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits; b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts; c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code. |

If none of the boxes above are checked, then a Business Impact Estimate <u>IS REQUIRED</u> to be prepared by the using agency/office/department and submitted in the MBRC filing packet along with the memorandum request, legislative fact sheet, etc. A Business Impact Estimate form can be found at: https://www.coj.net/departments/finance/budget/mayor-s-budget-review-committee

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