

1 Introduced by the Council President at the request of the Mayor:
2
3

4 **ORDINANCE 2025-**

5 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR,
6 OR HER DESIGNEE, AND CORPORATION SECRETARY TO
7 EXECUTE AND DELIVER, FOR AND ON BEHALF OF THE CITY
8 "THE REAL ESTATE PURCHASE AGREEMENT" (THE
9 "PURCHASE AGREEMENT") BETWEEN THE CITY AND THE
10 JACKSONVILLE TRANSPORTATION AUTHORITY ("JTA"),
11 FOR THE PURPOSE OF ACQUIRING ± 1.02 ACRES OF REAL
12 PROPERTY CONSISTING OF 0 LEILA STREET (RE#
13 088968-0000), AND PORTIONS OF 725 LEILA
14 STREET (RE# 088985-0050) AND 0 RIVERSIDE AVENUE
15 (RE# 088969-0100), ALL LOCATED IN COUNCIL
16 DISTRICT 7 (COLLECTIVELY, THE "PROPERTY");
17 APPROVING AND AUTHORIZING THE MAYOR AND
18 CORPORATION SECRETARY TO EXECUTE AND DELIVER, FOR
19 AND ON BEHALF OF THE CITY, THE "PARKING AGREEMENT"
20 BETWEEN CITY AND JTA (THE "PARKING AGREEMENT");
21 CLOSING AND ABANDONING AND/OR DISCLAIMING AN
22 OPENED AND IMPROVED PORTION OF MAGNOLIA STREET AS
23 RECORDED IN DEED BOOK "AJ", PAGES 722-724, AND IN
24 THE PLAT OF BROOKLYN, ALL OF THE CURRENT PUBLIC
25 RECORDS OF DUVAL COUNTY, FLORIDA, IN COUNCIL
26 DISTRICT 7, AT THE REQUEST OF THE CITY'S
27 ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION
28 OF THE DEPARTMENT OF PUBLIC WORKS, SUBJECT TO THE
29 RESERVATION OF AN ALL-UTILITIES FACILITIES, AND
30 ACCESS EASEMENT IN FAVOR OF THE CITY AND JEA;
31 PROVIDING FOR APPROVAL SUBJECT TO CONDITIONS;

1 PROVIDING FOR OVERSIGHT OF THE ACQUISITION OF THE
2 PROPERTY AND THE RIGHT OF WAY CLOSURE BY THE REAL
3 ESTATE DIVISION AND OVERSIGHT OF THE PARKING
4 AGREEMENT AND THE MANAGEMENT OF THE PROPERTY AFTER
5 ACQUISITION BY THE ENGINEERING AND CONSTRUCTION
6 MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC
7 WORKS; PROVIDING AN EFFECTIVE DATE.

8
9 **WHEREAS**, at the direction of the Department of Public Works,
10 City desires to acquire from JTA ± 1.02 acres of real property
11 consisting of 0 Leila Street (RE# 088968-0000), and portions of 725
12 Leila Street (RE# 088985-0050) and 0 Riverside Avenue (RE# 088969-
13 0100), all in District 7 (collectively, the "Property") for payment
14 of \$964,000.00, and to enter into a "Parking Agreement" with JTA to
15 facilitate JTA parking at City's Magnolia Street Parking Lot; now
16 therefore

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

18 **Section 1. Recitals.** The recitals above are true and
19 correct and incorporated herein by reference.

20 **Section 2. Approval and Authorization to Execute the**
21 **Purchase Agreement.** The Purchase Agreement provides for the
22 acquisition of the Property as depicted in **Exhibit 1** for the City's
23 use. There is hereby approved, and the Mayor, or her designee, and
24 the Corporation Secretary are hereby authorized to execute and
25 deliver, for and on behalf of the City, that certain Purchase
26 Agreement, in substantially the form attached hereto as **Exhibit 2** and
27 incorporated herein by this reference (the "Purchase Agreement"),
28 between the City and JTA, together with all such closing and other
29 documents necessary or appropriate to effectuate the purpose of this
30 Ordinance (with such "technical" changes as herein authorized). The
31 negotiated purchase price of the Property is \$964,000.00 and is

1 supported by an appraisal.

2 The Purchase Agreement, and any and all closing and other
3 documents related thereto, may include such additions, deletions, and
4 changes as may be reasonable, necessary, and incidental for carrying
5 out the purposes thereof, as may be acceptable to the Mayor, or her
6 designee, with such inclusion and acceptance being evidenced by
7 execution of the Purchase Agreement by the Mayor, or her designee;
8 provided however, no modification of the Purchase Agreement or related
9 documents may increase the financial obligations or liability of the
10 City to an amount in excess of the amount stated therein or decrease
11 the financial obligations or liability of the Seller, and any such
12 modification shall be technical only and shall be subject to
13 appropriate legal review and approval by the Office of General
14 Counsel. For purposes of this Ordinance, the term "technical changes"
15 is defined as those changes having no financial impact to the City,
16 including, but not limited to, changes in legal descriptions or
17 surveys, ingress and egress, easements and rights of way, design
18 standards, access and site plans, resolution of title defects, if
19 any, and other non-substantive changes that do not substantively
20 increase the duties and responsibilities of the City under the
21 provisions of the Purchase Agreement.

22 **Section 3. Approval and Authorization to Execute the**
23 **Parking Agreement Between City and JTA.** The Mayor, or her designee,
24 and the Corporation Secretary are hereby authorized to execute and
25 deliver that certain Parking Agreement between City and JTA, in
26 substantially the same form as attached hereto as **Exhibit 3** and
27 incorporated herein by this reference, pursuant to which City shall
28 facilitate parking for JTA at City's Magnolia Street Parking Lot. The
29 Parking Agreement may include such additions, deletions, and changes
30 as may be reasonable, necessary, and incidental for carrying out the
31 purposes thereof, as may be acceptable to the Mayor or her designee,

1 with such inclusion and acceptance being evidenced by execution of
2 the Parking Agreement by the Mayor or his designee. No modification
3 of the Parking Agreement may increase the financial obligations or
4 liability of City, and any such modification shall be technical only
5 and shall be subject to appropriate legal review and approval by the
6 Office of General Counsel. For the purposes of this Ordinance,
7 "technical changes" is defined as those changes having no financial
8 impact to the City; including, but not limited to, changes in legal
9 descriptions or surveys, resolution of title defects (if any),
10 descriptions of infrastructure improvements and/or any road project,
11 ingress and egress, easements and rights-of-way, performance
12 schedules, design standards, access and site plans, and other non-
13 substantive changes that do not substantively increase the duties and
14 responsibilities of the City under the provisions of the Parking
15 Agreement.

16 **Section 4. Closure and Abandonment.** An opened and improved
17 portion of Magnolia Street, as recorded in Deed Book "AJ" Pages 722-
18 724, and in the Plat of Brooklyn, of the Current Public Records of
19 Duval County, Florida, located in Council District 7, a depiction and
20 description of which is attached hereto as **Exhibit 4** and incorporated
21 herein by this reference, is hereby closed and abandoned and/or
22 disclaimed as a right-of-way at the request of the City of
23 Jacksonville Department of Public Works (the "Applicant"); provided
24 however, there is reserved unto the City and JEA an all-utilities,
25 facilities, and access easement on, over, under, through and across
26 the closure area. This closure request was reviewed and approved by
27 the various city, state, and utility agencies that might have an
28 interest in the right-of-way and there were no objections to
29 Applicant's request.

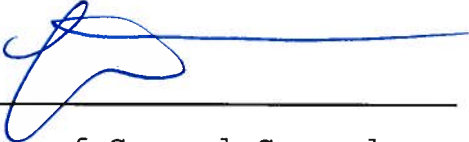
30 **Section 5. Hold Harmless Covenant.** The closure and
31 abandonment by the City of its interests in the right-of-way is

1 subject to JTA's execution and delivery to the City of a Hold Harmless
2 Covenant, in substantially the same form attached hereto as **Exhibit**
3 **5** and incorporated herein by this reference. Accordingly, the closure
4 and abandonment of the right-of-way shall not be recorded in the
5 public records until execution and delivery to the City by JTA of the
6 required Hold Harmless Covenant.

7 **Section 6. Oversight.** The Real Estate Division of the
8 Department of Public Works shall oversee the acquisition of the
9 Property and the closure of the portion of Magnolia Street, and the
10 Engineering and Construction Management Division of the Department
11 of Public Works shall oversee the management of the Property after
12 acquisition and the responsibilities of the Parking Agreement.

13 **Section 7. Effective Date.** This Ordinance shall become
14 effective upon signature by the Mayor or upon becoming effective
15 without the Mayor's signature.

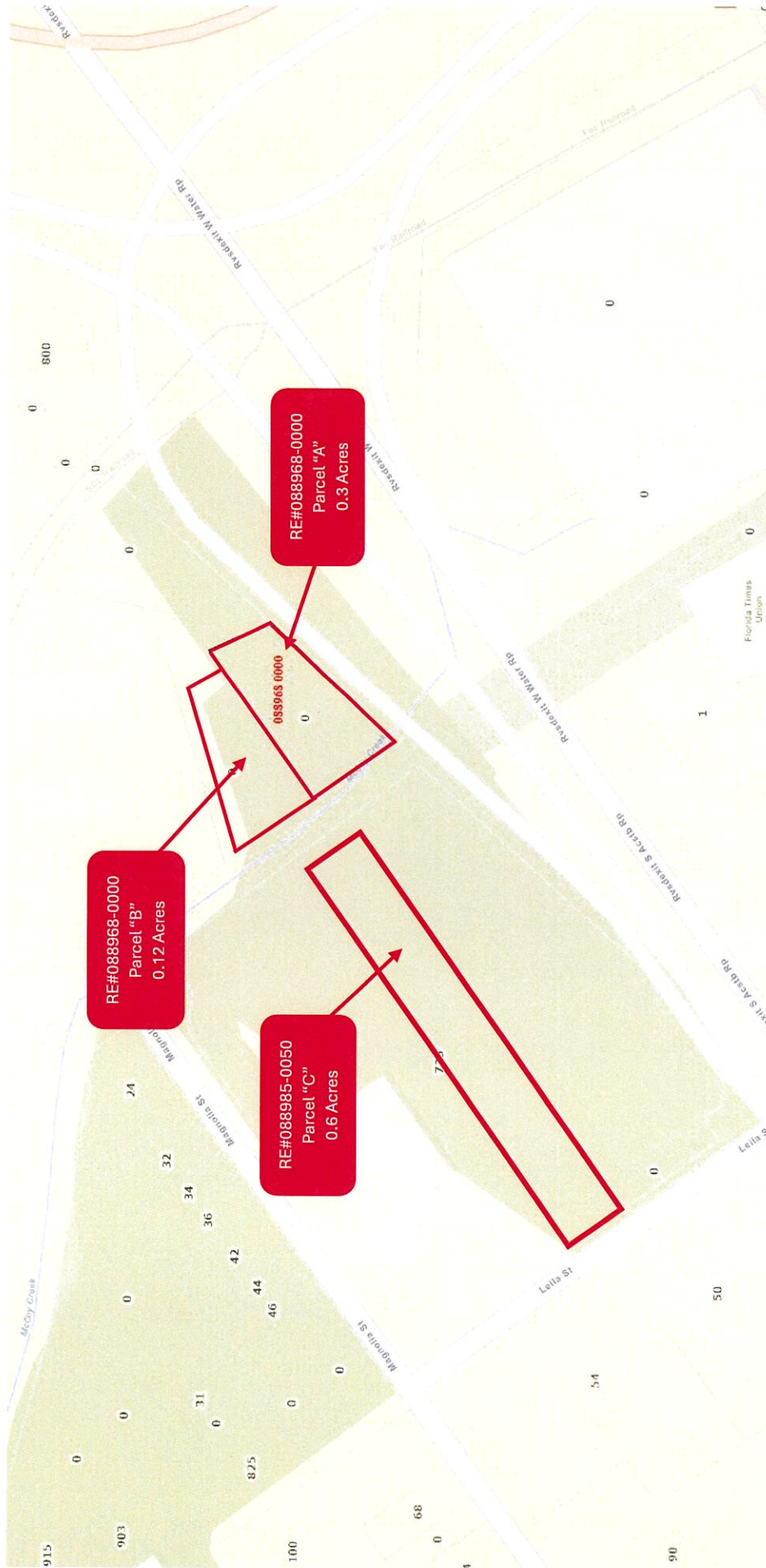
16
17 Form Approved:

18 
19 _____
20 Office of General Counsel

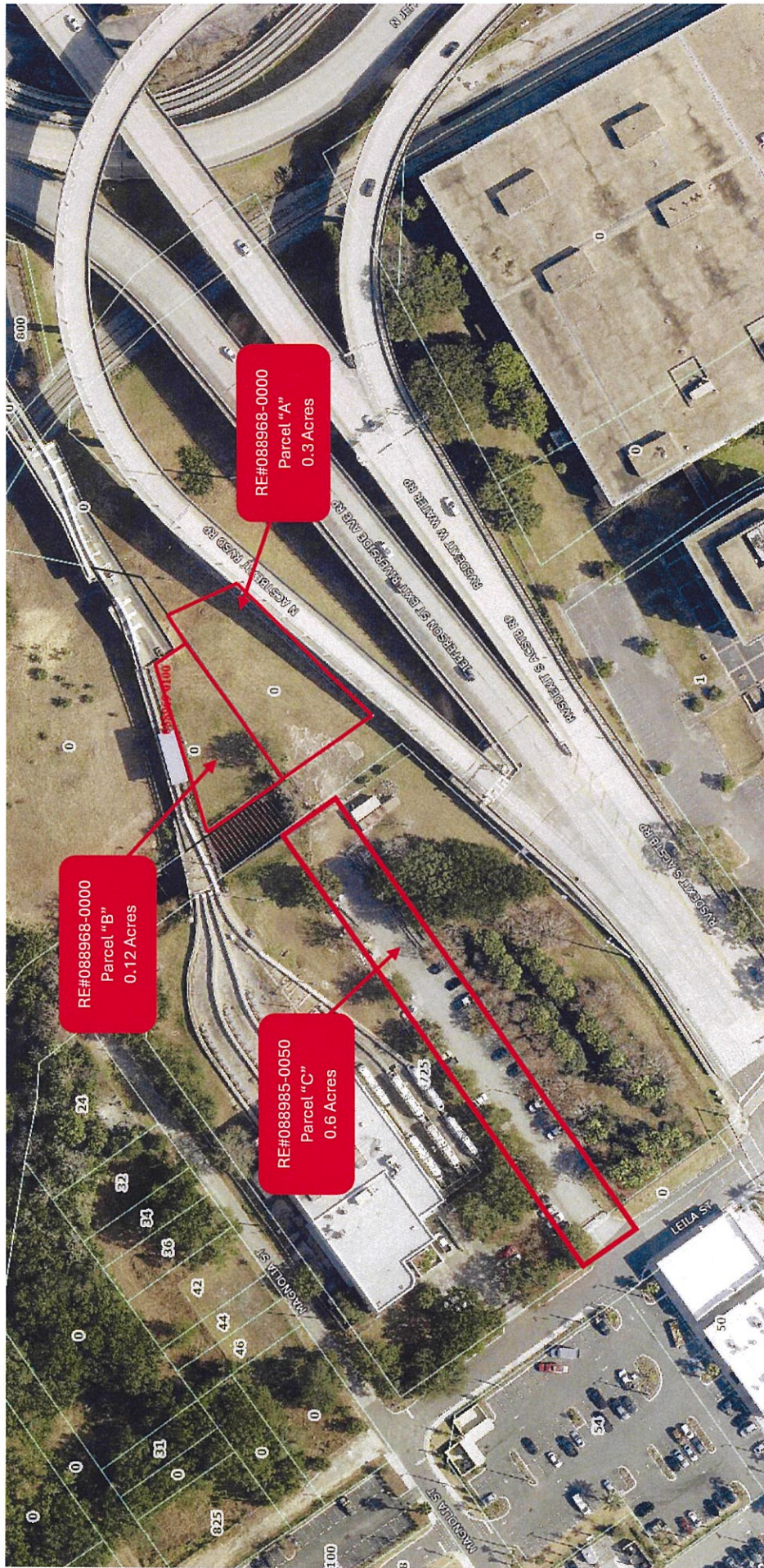
21 Legislation prepared by: Harry M. Wilson, IV

22 GC-#1665112-v4-Leg_-_JTA_Purchase_and_Parking_Agreements_and_Magnolia_St_Closure.docx

RE#088968-0000	Fee Simple	Parcel "A" = 13,068 square feet/0.3 AC
RE#088968-0000	Fee Simple	Parcel "B" = 5,227.2 square feet/0.12 AC
RE#088985-0050	Fee Simple	Parcel "C" = 26,136 square feet/ 0.6 AC



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RE No.: RE#'s 088968-0000, portions of 088985-0050, 088969-0100
Site Address: 0 Leila Street, portions of 725 Leila Street, 0 Riverside Avenue

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 **JACKSONVILLE TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the state of Florida, whose address is 100 LaVilla Center Drive, Jacksonville, Florida 32204 (the “JTA”). (City and the JTA are sometimes hereinafter individually referred to as a “Party” or collectively as the “Parties”).

RECITALS:

JTA 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 JTA hereby covenant and agree as follows:

1. **Agreement to Buy and Sell.** JTA agrees to sell to the City and the City agrees to purchase from JTA the Property in the manner and upon the terms and conditions hereinbelow set forth in this Agreement.
2. **Improvements Owned by Others.** Intentionally Deleted. Includes “**Exhibit B.**”
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 **\$964,000.00** (the “Purchase Price”) and comprised of the following:

Land:	\$ 964,000 .00
Improvements:	\$ 0 .00
Total:	\$ 964,000
Taxes (to be calculated when closing date set)	\$ TBD
<hr/>	
Total Amount Paid by City	\$964,000 .00

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 JTA shall pay all costs to prepare and record any documents necessary to cure any title defect. The Deed is being executed and delivered as a conveyance between governmental entities pursuant to Section 12B-4.014(10), Florida Administrative Code, 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") and the Board of Directors of the Jacksonville Transportation Authority (the "JTA Board").

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 JTA, 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. JTA shall fully cooperate with City in connection with City's inspection of the Property. If JTA has in its control or possession, copies of any environmental reports, letters or other similarly related documents, including permits, the JTA 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 JTA is named as a permittee on any environmental permits, the JTA shall cooperate in the transfer of said permit to the City if desired by the City. All entries onto the Property by City, its agents, employees, consultants or contractors shall be at the sole risk and expense of City and JTA shall have no liability for any injuries or damages sustained by any of the foregoing or any other third Parties. Subject to the limitations in Section 768.28, Florida Statutes, City agrees to indemnify and hold JTA harmless from any and all loss, claim, action, demand or liability which may arise against the JTA or the Property arising out directly or indirectly out of City's exercise of its rights pursuant to this Section, including any damage to the Property. Prior to entry on the Property, City shall require any contractors or consultants performing work on the Property on behalf of City to procure and maintain commercial general liability, business auto liability and contractor's pollution liability insurance coverage in amounts of not less than \$1,000,000.00, combined single-limit coverage, and workers' compensation insurance to meet statutory requirements. The foregoing obligations and indemnities shall survive the expiration or termination of this Agreement.

City acknowledges and agrees that JTA 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, and that City has inspected the Property to the extent desired by City. City expressly acknowledges and agrees that the Property is to be conveyed by JTA, and accepted by City in “AS IS” and “WHERE IS” condition and that neither JTA, nor any officer, director,, employee, agent, representative of JTA, has made or does make hereby any warranty, representation, statement, guarantee, assertion or opinion, written or oral, express or implied, about or concerning the Property or the Premises, or about or concerning the physical condition thereof or for any use or purpose, or any similar matter. City covenants and agrees that the acceptance by City of the Property in “AS IS” and “WHERE IS” condition, and without any representation or warranty of any kind or nature whatsoever was and is a material part of the consideration bargained for by JTA, and that City’s agreements in such regard were and are a material inducement for JTA to enter into and perform this Agreement. City hereby covenants and agrees that City does and shall assume any and all risks concerning the Property, and the physical condition and characteristics thereof, and any defects or problems concerning the Property, whether patent or latent, known or unknown. The Deed conveying the Property shall contain a provision that the Property is being conveyed “AS IS” and the waiver and release language as set forth in Exhibit “C” below.

3. City has the right at any time during the Due Diligence Period, as the same may be extended, upon written notice to the JTA, 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 JTA 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. Without limiting the foregoing, Closing may take place by mail or courier.

5. JTA is a tax-exempt agency of the State of Florida; however, real property taxes, assessments, and other charges related to the Property, if any, shall be prorated as of the date of Closing.

6. JTA 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 JTA in writing of its objections thereto (“Title Defects”) prior to expiration of the Due Diligence Period, JTA shall have the right, but not the obligation, to cure the designated Title Defects, and the Due Diligence Period shall be extended for not more than thirty (30) days to allow JTA the opportunity to cure any such Title Defects. Upon the Title Defects being cured, JTA shall notify City in writing (the “Cure Notice”). If JTA is unwilling or unable to cure the designated Title Defects, JTA shall so notify City in writing and City shall have the option of either (i) accepting the title as is without reduction of the Purchase Price or (ii) terminating this Agreement upon written notice to JTA 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. JTA shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the JTA. Title shall transfer as of the Closing Date and JTA shall deliver possession of the Property to the City at Closing free of any tenancies, occupants or personal property.

7. At the Closing, JTA shall execute and deliver to the City a Special 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.

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**, JTA shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit "D"** and incorporated herein by reference. JTA 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. **N/A (if no Exhibit D)**

9. JTA 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 JTA 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. JTA 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.** JTA 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 JTA'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities; Replacement of Parking.** JTA acknowledges and agrees that this Agreement is not contingent upon the 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. Notwithstanding the preceding sentence, the Parties acknowledge and agree that a portion of the Property being purchased by the City will displace existing JTA parking appurtenant to the JTA Skyway Operations and Maintenance Center (the "Skyway Facility") located at the corner of Magnolia Street and Leila Street, and during the Due Diligence Period the Parties shall in good faith negotiate a parking agreement (the "Parking Agreement") whereby the City shall provide replacement for such parking on terms mutually acceptable to the Parties. As a condition precedent to Closing, the Parking Agreement shall be executed and delivered by the Parties at Closing and shall provide, *inter alia*, the following:

(i) The City, at no cost to JTA, shall provide no less than thirty (30) parking spaces for JTA's exclusive use at the City's nearby parking lot on Magnolia Avenue as generally depicted on Exhibit "E" attached hereto and incorporated herein (the "City Lot"), for a period of not less than five (5) years after the Closing;

(ii) Promptly after Closing, and before commencing any construction on the Property, the City, at its expense, shall erect a chain-link fence along the boundary line between the Property and the adjoining Skyway Facility property that matches or exceeds exiting fence specification to include material, height and workmanship, with the final specifications of such fence to be agreed to between the Parties and set forth in the Parking Agreement and/or other separate agreement;

(iii) At no cost to JTA, within sixty (60) days after Closing the City shall vacate the right of way of Magnolia Street lying between the Skyway Facility property and JTA's property directly across Magnolia Street as depicted on Exhibit "E" and shall quit claim to JTA any right, title and interest in and to such vacated right of way lying between JTA's property;

(iv) City shall provide and install at its own expense security fencing/electronic gates at the Magnolia and Leila Street locations shown on Exhibit "E". The electronic security gates will need to match or exceed the existing fence/electronic gate specification to include material, height, electronic access mechanism, workmanship, etc.);

(v) City shall at its own expense relocate JTA's materials stored in the area depicted on Exhibit "E";

(vi) City at its own expense shall construct an American with Disabilities Act ("ADA") compliant pedestrian sidewalk and pedestrian security gate from Leila Street in the area depicted on Exhibit "E"; and

(vii) City at its own expense shall perform such related work as is necessary to conform and harmonize the City's construction with existing improvements on JTA's adjoining property.

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 JTA execute this Agreement.

11. **Release of City.** By execution of this Agreement, JTA acknowledges and agrees that as of the date of JTA's execution and delivery of the deed, JTA 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 JTA ever had, then has, or which any personal representative, successor, heir or assign of JTA, 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 JTA's conveyance of the Property to the City, including, without limitation, any claim for loss of access to JTA's remaining property, severance damages to JTA'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 nor waiver of JTA's right to indemnity by City. Nothing herein shall be deemed a waiver of sovereign immunity by JTA beyond the limits set forth in Section 768.28, Florida Statutes.

12. **Special Conditions.** Intentionally Deleted.

13. **Failure of Performance.** In the event of a default by under this Agreement, then as the Parties sole remedy hereunder, either Party may seek the remedy of specific performance of the other Party's. The Parties hereby waive and disclaims any right to damages or compensation for any and all such breaches and further expressly waives any and all other remedies, legal or equitable, including any action for damage; provided, nothing herein waiver of JTA's right to indemnity by City.

14. **No Recording.** Neither this Agreement nor any record or memorandum thereof shall be recorded in the Public Records or any county in the State of Florida. Recording of this Agreement or any of the terms and provisions hereof, or any record or memorandum thereof by City shall, at the option of JTA, immediately constitute a material breach and default by City hereunder, and grounds for termination of the Agreement by JTA.

15. **Brokers.** Each Party represents and warrants to the other that it has dealt with no brokers in connection with the transaction set forth herein. Each Party shall indemnify and hold harmless the other Party from and against any commission claim by any broker with whom the indemnifying Party has dealt.

[SIGNATURES ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date set forth below.

“JTA”

**JACKSONVILLE TRANSPORTATION
AUTHORITY**

By: _____

Date: _____

APPROVED AS TO FORM FOR
EXECUTION BY A SIGNATORY OF
THE JACKSONVILLE
TRANSPORTATION AUTHORITY

General Counsel:
Nelson Mullins Riley & Scarborough, LLP

By: _____

Date: _____

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:

Print Name: _____

Print Name _____

“CITY”

CITY OF JACKSONVILLE,

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

By: _____

Title: _____

Date: _____

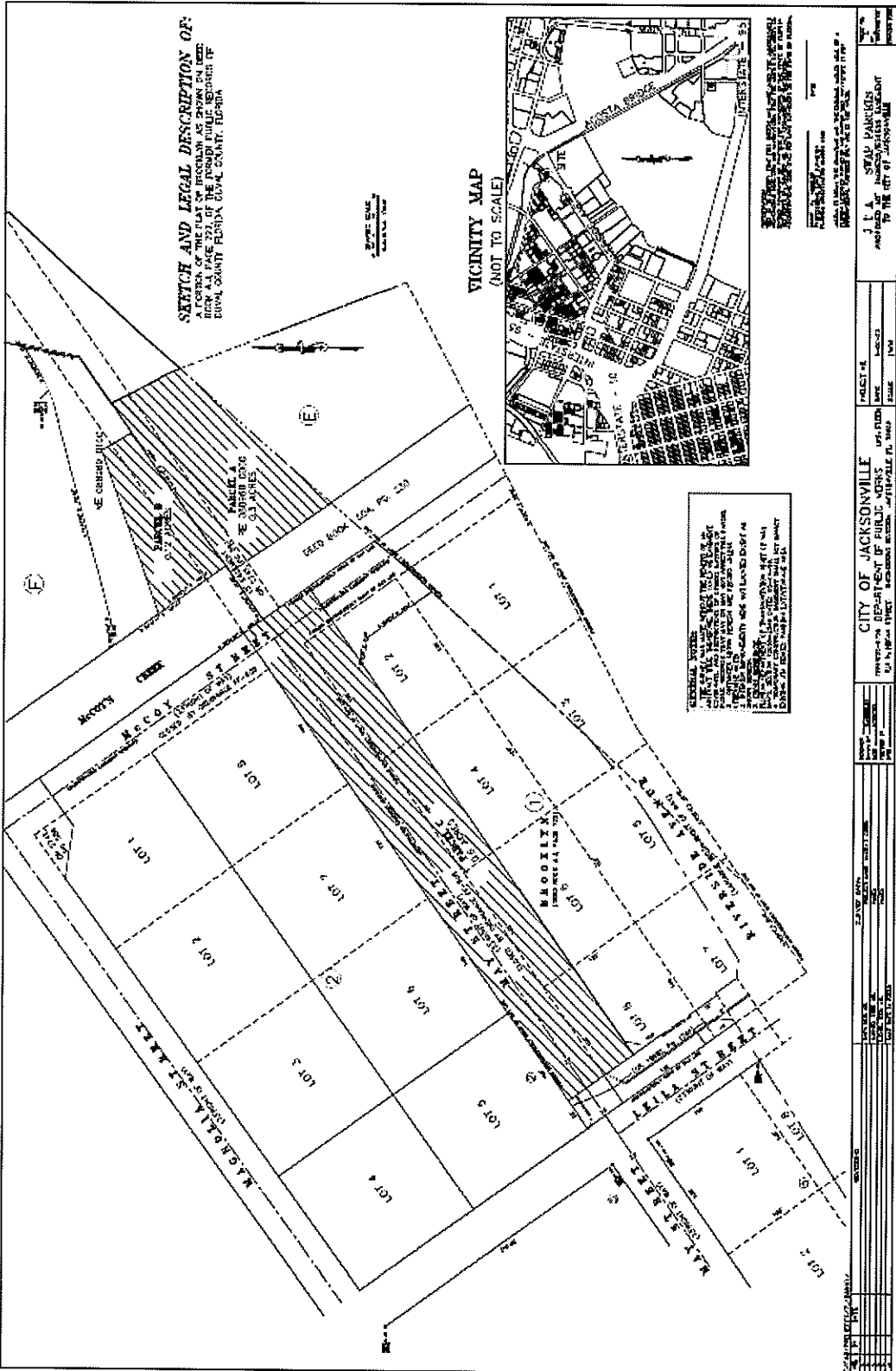
APPROVED AS TO FORM

By: _____

Assistant General Counsel

Exhibit "A" to Real Estate Purchase Agreement

This property includes RE#'s 088968-0000, and portions of 088985-0050, 088969-0100



PARCEL "A"

A PORTION OF BLOCK E, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 2 OF SAID BROOKLYN, SAID POINT LYING IN THE NORTHEASTERLY RIGHT OF WAY LINE OF LEILA STREET (A 33 FOOT RIGHT OF WAY); THENCE NORTH 54°50'13" EAST, ALONG THE SOUTHERLY LINE OF SAID BLOCK 2, A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 18682, PAGE 1266 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE CONTINUE NORTH 54°50'13" EAST, ALONG SAID SOUTHERLY LINE OF BLOCK 2 AND ITS NORTHEASTERLY EXTENSION, A DISTANCE OF 428.08 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF McCOY STREET (A 33 FOOT RIGHT OF WAY CLOSED BY ORDINANCE FF-608); THENCE SOUTH 35°33'47" EAST, A DISTANCE OF 17.09 FEET TO THE NORTHWESTERLY LINE OF LANDS DESCRIBED AND RECORDED IN DEED BOOK 504, PAGE 230 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 54°48'13" EAST, ALONG SAID NORTHWESTERLY LINE, A DISTANCE OF 43.00 FEET TO THE NORTHEAST CORNER OF LAST SAID LANDS AND THE POINT OF BEGINNING.
FROM SAID POINT OF BEGINNING, THENCE CONTINUE NORTH 54°48'13" EAST, ALONG A NORTHWESTERLY LINE OF OFFICIAL RECORDS 3437, PAGE 41 OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 156.52 FEET TO THE MOST WESTERLY CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 6449, PAGE 2274 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF LAST SAID LANDS THE FOLLOWING 3 COURSES AND DISTANCES; COURSE 1, SOUTH 26°09'47" EAST, 20.12 FEET; COURSE 2, SOUTH 28°10'47" EAST, 29.09 FEET; COURSE 3, SOUTH 21°21'43" EAST, 9.39 FEET TO A POINT IN THE NORTHWESTERLY EXISTING RIGHT OF WAY LINE OF RIVERSIDE AVENUE VIADUCT (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION, SECTION 72160-2528); THENCE SOUTH 41°13'17" WEST, ALONG SAID NORTHWESTERLY EXISTING RIGHT OF WAY LINE, A DISTANCE OF 151.20 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN DEED BOOK 504, PAGE 230; THENCE NORTH 35°33'47" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 93.37 FEET TO THE POINT OF BEGINNING.
THE ABOVE-DESCRIBED LANDS CONTAINS 11,414 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.

PARCEL B

A PORTION OF BLOCK F, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 2 OF SAID BROOKLYN, SAID POINT LYING IN THE NORTHEASTERLY RIGHT OF WAY LINE OF LEILA STREET (A 33 FOOT RIGHT OF WAY); THENCE NORTH 54°50'13" EAST, ALONG THE SOUTHERLY LINE OF SAID BLOCK 2, A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 18682, PAGE 1266 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE CONTINUE NORTH 54°50'13" EAST, ALONG SAID SOUTHERLY LINE OF BLOCK 2 AND ITS NORTHEASTERLY EXTENSION, A DISTANCE OF 428.08 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF McCOY STREET (A 33 FOOT RIGHT OF WAY CLOSED BY ORDINANCE FF-608); THENCE SOUTH 35°33'47" EAST, A DISTANCE OF 17.09

FEET TO THE NORTHWESTERLY LINE OF LANDS DESCRIBED AND RECORDED IN DEED BOOK 504, PAGE 230 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 54°48'13" EAST, ALONG SAID NORTHWESTERLY LINE AND ITS NORTHEASTERLY PROLONGATION, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE NORTH 35°33'47" WEST, ALONG A LINE BEING 49 FEET NORTHEASTERLY OF AND PARALLEL TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF McCOYS STREET, A DISTANCE OF 62.28 FEET; THENCE NORTH 70°48'09" EAST, A DISTANCE OF 131.44 FEET; THENCE SOUTH 30°40'37" EAST, A DISTANCE OF 26.13 FEET TO A POINT IN THE SOUTHERLY LINE OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 8737, PAGE 478 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 54°48'13" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 123.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINS 11,414 SQUARE FEET OR 0.26 ACRES, MORE OR LESS.

PARCEL C

A PORTION OF LOTS 2, 4, 6 & 8, BLOCK 1, TOGETHER WITH PORTIONS OF THE FORMER RIGHT OF WAYS OF MAY STREET AND McCOY STREET, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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FROM SAID POINT OF BEGINNING; THENCE CONTINUE NORTH 54°50'13" EAST, ALONG SAID SOUTHERLY LINE OF BLOCK 2 AND ITS NORTHEASTERLY EXTENSION, A DISTANCE OF 428.08 FEET TO A POINT IN THE NORTHEASTERLY RIGHT OF WAY LINE OF McCOY STREET (A 33 FOOT RIGHT OF WAY CLOSED BY ORDINANCE FF-608); THENCE SOUTH 35°33'47" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 54°50'13" WEST, A DISTANCE OF 428.08 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SAID OFFICIAL RECORDS 18682, PAGE 1266; THENCE NORTH 35°33'47" WEST, ALONG LAST SAID LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED LANDS CONTAINS 25,685 SQUARE FEET OR 0.59 ACRES, MORE OR LESS.

Exhibit "B" to Real Estate Purchase Agreement

(Intentionally Deleted in Document/ Not Applicable)

Exhibit "C" to Real Estate Purchase Agreement

Template document for property transfer (fee simple, easement, etc.)

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

SPECIAL WARRANTY DEED

THIS INDENTURE is made this _____ day of _____, 202__, by and between **JACKSONVILLE TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the State of Florida, whose business address is 100 LaVilla Center, Jacksonville, Florida 32204 (“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”), subject to the matters set forth on Exhibit B attached hereto and by this reference made a part hereof (the “Permitted Exceptions”).

To have and to hold the Property in fee simple forever.

Except as set forth in the Permitted Exceptions, the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

Grantor does not now reside and has never resided on the Property and has never filed for homestead exemption with respect thereto.

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.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT, EXCEPT AS TO THE WARRANTIES OF TITLE SET FORTH HEREINABOVE, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED BY LAW FOR WHICH THIS DEED IS DELIVERED. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW; THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. GRANTEE HEREBY WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES GRANTOR OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH GRANTEE NOW HAS OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY RELATED TO OR IN CONNECTION WITH ANY PAST, PRESENT, OR FUTURE PHYSICAL CHARACTERISTIC OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY HAZARDOUS MATERIALS IN, AT, ON, UNDER OR RELATED TO THE PROPERTY.

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:

**JACKSONVILLE TRANSPORTATION
AUTHORITY**, a body politic and corporate and
an agency of the state of Florida

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: President

(CORPORATE SEAL)

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 _____, 2024__, by _____, as _____, of Jacksonville Transportation Authority, a body politic and corporate and an agency of the State of Florida, on behalf of the agency. He/she *(check one)* is personally known to me, or has produced a valid driver's license as identification.

{NOTARY SEAL}

Print Name: _____

Notary Public, State and County Aforesaid

My Commission Expires: _____

Commission Number: _____

Exhibit A of Special Warranty Deed

This property includes RE#'s 088968-0000, and portions of 088985-0050, 088969-0100

SKETCH AND LEGAL DESCRIPTION OF:
A PORTION OF THE BLK. OF TISSAN, AS SHOWN ON RECD. BOOK A, PAGE 237, OF THE PLAT OF THE FIRST PUBLIC IMPROVEMENT OF CROWN COUNTY, FLORIDA, LOCAL COUNTY, FLORIDA.

VICINITY MAP
(NOT TO SCALE)

THIS MAP IS NOT TO BE CONSIDERED A PART OF THIS DEED. THE LOCATION OF THE PROPERTY DESCRIBED IN THIS DEED IS SHOWN BY THE SHADING ON THIS MAP.

NOTICE TO BUYER:
THE BUYER IS ADVISED THAT THE PROPERTY DESCRIBED IN THIS DEED IS SUBJECT TO THE INTERESTS OF THE CITY OF JACKSONVILLE IN THE PROPERTY DESCRIBED IN THIS DEED. THE BUYER IS ADVISED THAT THE CITY OF JACKSONVILLE IS A PARTIAL OWNER OF THE PROPERTY DESCRIBED IN THIS DEED. THE BUYER IS ADVISED THAT THE CITY OF JACKSONVILLE IS A PARTIAL OWNER OF THE PROPERTY DESCRIBED IN THIS DEED.

PLAT	BOOK	PAGE	RECORDING DATE	RECORDING OFFICE	RECORDING COUNTY	RECORDING STATE

CITY OF JACKSONVILLE
OFFICE OF THE CITY CLERK
301 N. BAY STREET, JACKSONVILLE, FLORIDA 32202-3462

DEED RECORDS:
 SEARCHED _____
 INDEXED _____
 SERIALIZED _____
 FILED _____

PARCEL "A"

A PORTION OF BLOCK E, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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FEET TO THE NORTHWESTERLY LINE OF LANDS DESCRIBED AND RECORDED IN DEED BOOK 504, PAGE 230 OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 54°48'13" EAST, ALONG SAID NORTHWESTERLY LINE AND ITS NORTHEASTERLY PROLONGATION, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING.

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PARCEL C

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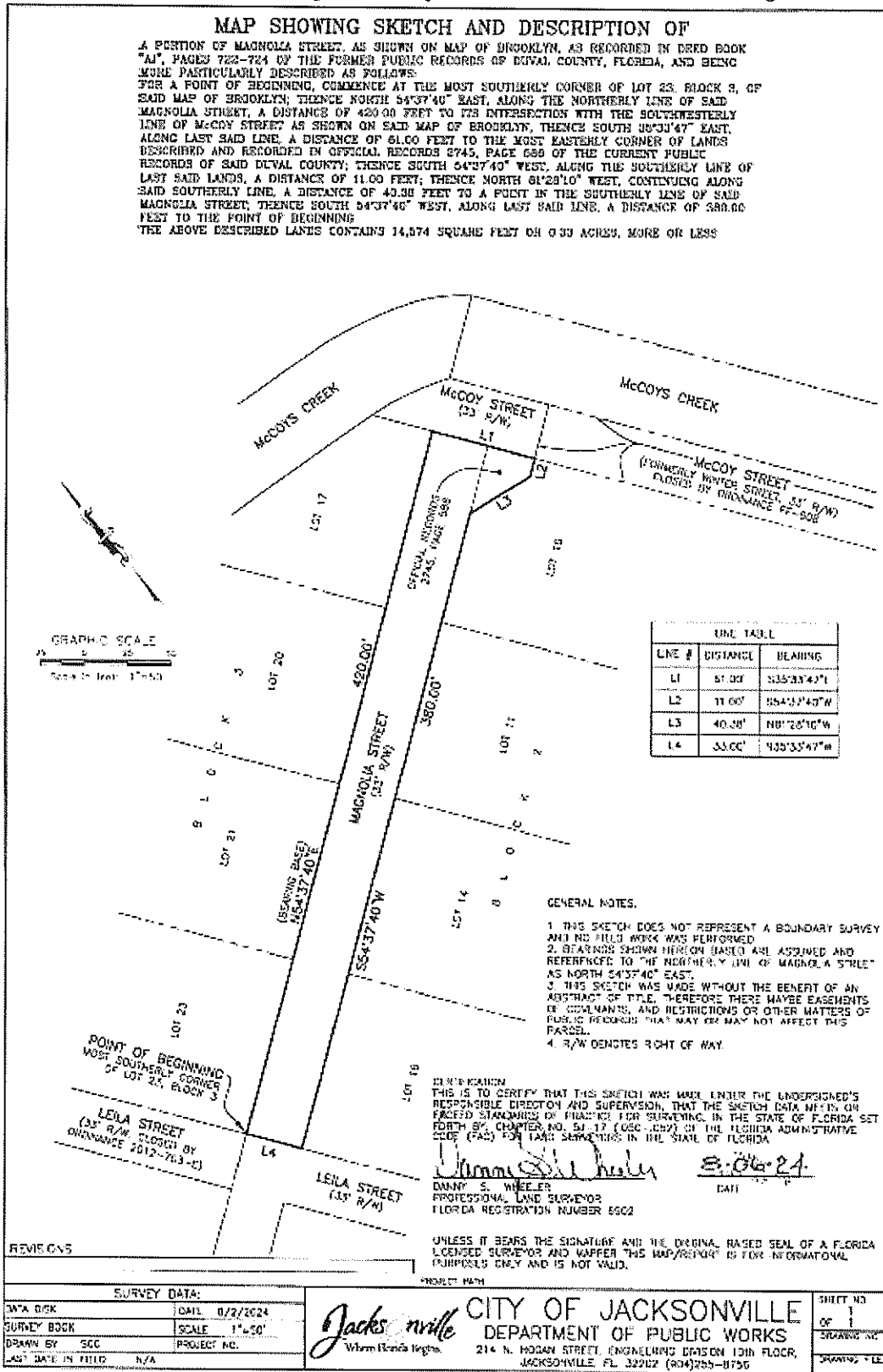
Exhibit B of Special Warranty Deed

Permitted Exceptions

Exhibit "D" to Real Estate Purchase Agreement

Disclosure Affidavit
Not Applicable

**Exhibit "E" to Real Estate Purchase Agreement
Magnolia Street Right of Way to be Closed and Deeded to JTA**



PARKING AGREEMENT
Between
JACKSONVILLE TRANSPORTATION AUTHORITY
And
CITY OF JACKSONVILLE
for
City of Jacksonville Magnolia Street Lot Parking

This Parking Agreement (this "Agreement") made and entered into this _____ day of _____, 202__, by and between the **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 the **JACKSONVILLE TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the State of Florida, whose address is 100 LaVilla Center Drive, Jacksonville, Florida 32204 (the "JTA"). (City and the JTA are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties").

RECITALS:

The Parties have made and entered to that certain City of Jacksonville Real Estate Purchase Agreement dated _____, 20__, (the "Purchase Agreement"), whereby the City has agreed to purchase from JTA and JTA has agreed to sell to City certain Property as more particularly described in the Purchase Agreement (the "Property"). A portion of the Property being purchased by the City will displace existing JTA parking appurtenant to the JTA Skyway Operations and Maintenance Center located at the corner of Magnolia Street and Leila Street (the "Skyway Facility"). The Parties desire to enter into this Agreement to formalize the terms and conditions whereby (i) the City will provide replacement parking for JTA at the City's parking lot on Magnolia Avenue as generally depicted on **Exhibit "A"** attached hereto and incorporated herein (the "City Lot"), (ii) City shall construct a fence between the Property being purchased under the Purchase Agreement and the Skyway Facility property, and (iii) City shall agree to close a portion of Magnolia Street lying between the Skyway Facility property and JTA's property directly across Magnolia Street as depicted on **Exhibit "A"** (the "Designated ROW").

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the City and JTA hereby covenant and agree as follows:

1. **Recitals; Construction of Agreement.** The foregoing recitals are true and correct and are incorporated herein by this reference. Any capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Purchase Agreement. In the event of any conflict or ambiguity between this Agreement and Purchase Agreement, the terms of this Agreement shall Control.

2. **Grant of Parking Spaces for JTA.** At no cost or expense to JTA, City hereby grants JTA the right and easement to JTA and JTA does hereby agree to accept the right and easement from City for the use of not less than thirty (30) parking spaces in the City Lot for JTA vehicles and vehicles of JTA employees, agents, contractors and business licensees (“JTA Users”). The parking rights granted hereunder shall not grant any rights for parking by the general public. The City may designate in writing a portion of the City lot for JTA Users’ parking (the “JTA Designated Area”), provided that the JTA Designated Area shall accommodate not less than thirty (30) parking spaces meeting the size and other requirements for similar parking spaces under the City’s Code of Ordinances.

3. **Use of JTA Designated Area.** JTA and JTA Users may only use the JTA Designated Area in compliance with the terms and conditions of this Agreement for the parking of motor vehicles (automobiles, light trucks or vans) and not for buses or oversized or heavy trailers or equipment and shall not use spaces in any manner which constitutes either a private or public nuisance. City shall allow access to JTA Users twenty-four (24) hours a day, seven (7) days a week and JTA Users may park vehicles overnight within JTA’s designated parking area. JTA shall have the right, but not the obligation, at JTA’s expense to install a fence, gate, lighting and other appurtenant facilities at the JTA Designated Area to provide for the use and security for JTA Users’ vehicles. JTA may, or upon written request of the City shall, remove the fencing and appurtenant improvements installed by JTA at the expiration of the Term of this Agreement. City reserves the right, but not the obligation, to post areas of the City Lot other than the JTA Designated Area for towing of unauthorized vehicles in accordance with all applicable laws. City may monitor and patrol the City Lot Premises and to arrange for towing by City or on its behalf for any vehicles parked in violation of this Agreement or any other applicable laws or rules; provided, City shall not be liable for towing by any third-party contractor. JTA shall keep the JTA Designated Area in good condition and free of trash and debris. JTA and JTA Users shall comply with all laws, ordinances, regulations and rules, whether federal, state or local as they relate to use of the JTA Designated Area.

4. **Term.** The term of the Agreement (“Term”) shall commence on the Closing Date under the Purchase Agreement (the “Commencement Date”) and shall be for an initial Term of five (5) years. The Term of this Agreement may be extended upon mutual written agreement of the Parties.

5. **Assignment and Sublicensing.** Other than the JTA Users, JTA may not assign or sublicense the rights and obligations under this Agreement without the prior written approval of the JTA, provided that JTA shall remain bound under the terms and conditions of this Agreement and the sublicensee will be subject to all terms and conditions of this Agreement.

6. **Risk, Insurance and Indemnity.** JTA and JTA’s users shall use the City Lot at their respective risk. City shall not be liable whatsoever for any injury to person or damage to or loss of property on or about the City Lot arising out of use of the City Lot by JTA or JTA Users except if caused by City’s active negligence or willful misconduct.

JTA or its designated JTA Users shall secure and maintain in force during the Term commercial general liability insurance policy issued by a company or companies reasonable satisfactory to JTA, with a combined single-limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and statutory workers' compensation coverage with minimum limits of not less than \$500,000 per accident; provided that JTA may self-insure to meet such limits or provide such coverage under an umbrella insurance policy. To the extent allowed by law, JTA shall indemnify and hold harmless City from and against any liability arising out of the use of the City Lot by JTA or JTA's users; provided, however, nothing herein shall be deemed a waiver of JTA's sovereign immunity beyond the limits provided in Section 768.28, Florida Statutes.

7. **Quiet Enjoyment.** Subject to the terms and conditions set forth in this Agreement, City covenants and warrants that so long as JTA is not in default hereunder during the Term of this Agreement and any extension thereof, JTA's quiet and peaceable enjoyment of the JTA Designated Area shall not be disturbed or interfered with by City.

8. **Default.** If either Party fails to perform under the provisions of this Agreement after thirty (30) days written notice of default (or if such remedy is incapable of being cured within 30 days and JTA commences such cure within 30 days and thereafter diligently pursues such remedy to completion within 180 days), the other Party may cure the default on behalf of and at the expense of the defaulting Party and seek reimbursement of the cost of cure from the defaulting party on demand. In the event of a default not timely cured as provided herein, the non-defaulting Party shall have the right to terminate this Agreement upon the date specified in not less than thirty (30) days' prior written notice to the defaulting Party. Failure of either Party to insist upon strict performance by the other Party shall not constitute a release of the other party from its obligations under this Agreement nor shall it be deemed a waiver of rights.

9. **Eminent Domain; Casualty.** If all or any portion of the City Lot is condemned, the City shall have the exclusive right to any condemnation award or payment without apportionment; provided, however, JTA may maintain a separate claim for any losses it incurs as a result of such condemnation. In the event of a casualty prohibiting the access to or use of all or any portion the JTA Designated Area parking spaces under this Agreement, City shall use its best good-faith efforts to provide alternative parking spaces within the City Lot or adjacent parking facilities owned or operated by City.

10. **City Fencing of Property.** If not previously constructed by City, promptly after Closing on the purchase of the Property pursuant to the Purchase Agreement, and before commencing any construction on the Property, the City, at its expense, shall (i) erect a chain-link fence along the boundary line between the Property and the adjoining Skyway Facility property, and (ii) install a security fence and electronic gate at the Magnolia and Leila Street locations shown on Exhibit "A". The fencing and electronic security gates shall match or exceed the existing fence/electronic gate specifications and comply with the specifications set forth on Exhibit "B" attached hereto and incorporated by reference herein.

11. **Closure of Magnolia Street Designated ROW.** At no cost to JTA, within sixty (60) days after Closing on the purchase of the Property pursuant to the Purchase Agreement, the City shall close the right of way Designated ROW of Magnolia Street as depicted on **Exhibit "A"** and execute and deliver to JTA a deed quit claiming to JTA any right, title and interest in and to such closed Designated ROW.

12. **Notices.** Any notice request or other communication which JTA or City may be required to give to the other party shall be in writing and shall be either delivered or mailed, certified mail, return receipt requested, to the other party at the address specified herein. Instruments and notices will be deemed delivered upon actual receipt if not mailed or if mailed upon deposit into the United States Mail, in which case the timely delivery of such notice shall be the date of mailing plus three (3) days. For purposes of this Agreement, notices shall be sent to:

JTA: Jacksonville Transportation Authority
Attn: _____
100 LaVilla Center Drive
Jacksonville, Florida 32204

CITY: Public Works Department
Engineering and Construction Management
Attn: City Engineer
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202

13. **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 as to the matters set forth herein, 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 JTA 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. JTA 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. 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.

14. **Jurisdiction/Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Any action or proceeding arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in Duval County, Florida.

15. **Waiver of Jury Trial.** JTA 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 JTA'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

16. **Attorney's Fees.** In the event of any court proceedings to enforce this Agreement or collect any sums due as provided in this Agreement or to collect money damages for breach of this Agreement, the substantially prevailing Party will be entitled to collect from the other Party reimbursement for the reasonable actual fees of attorneys and court costs in connection with the action.

17. **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 JTA execute this Agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement on the day and year written below.

WITNESSES:

Print Name: _____

Print Name _____

“CITY”

CITY OF JACKSONVILLE,

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

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

Assistant General Counsel

“JTA”

JACKSONVILLE
TRANSPORTATION AUTHORITY,
a body politic and corporate and an agency of the state of Florida

Print Name _____

Print Name _____

By: _____

Date: _____

APPROVED AS TO FORM FOR
EXECUTION BY A SIGNATORY OF
THE JACKSONVILLE
TRANSPORTATION AUTHORITY

General Counsel:
Nelson Mullins Riley & Scarborough, LLP

By: _____

Date: _____

Exhibit "A"

MAP SHOWING SKETCH AND DESCRIPTION OF

A PORTION OF MAGNOLIA STREET, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DIVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 23, BLOCK 3, OF SAID MAP OF BROOKLYN; THENCE NORTH 54°37'40" EAST, ALONG THE NORTHERLY LINE OF SAID MAGNOLIA STREET, A DISTANCE OF 420.00 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF MCCOY STREET AS SHOWN ON SAID MAP OF BROOKLYN, THENCE SOUTH 25°33'47" EAST, ALONG LAST SAID LINE, A DISTANCE OF 61.00 FEET TO THE MOST EASTERLY CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2743, PAGE 688 OF THE CURRENT PUBLIC RECORDS OF SAID DIVAL COUNTY; THENCE SOUTH 54°37'40" WEST, ALONG THE SOUTHWESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 11.00 FEET; THENCE NORTH 81°28'10" WEST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 49.98 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID MAGNOLIA STREET; THENCE SOUTH 54°37'40" WEST, ALONG LAST SAID LINE, A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING.
 THE ABOVE DESCRIBED LANDS CONTAINS 14,574 SQUARE FEET OR 0.33 ACRES, MORE OR LESS.

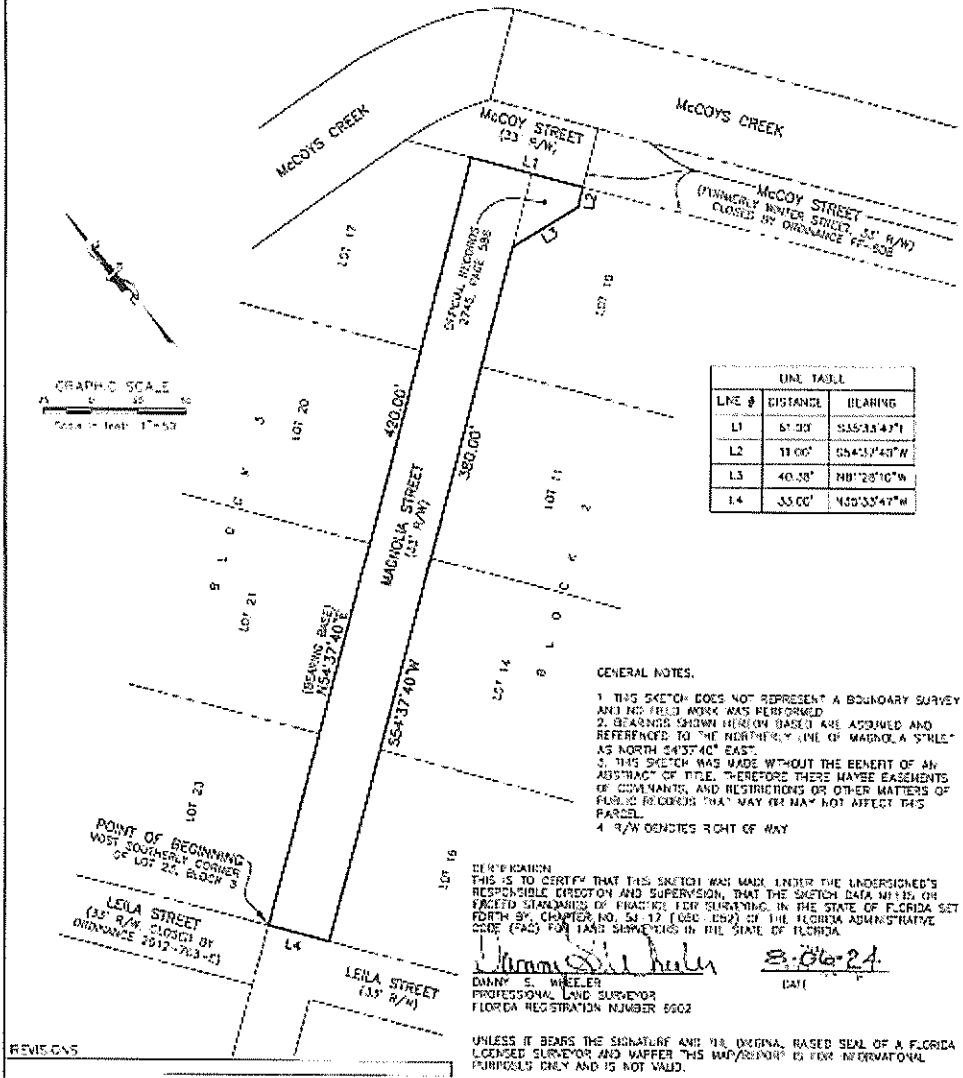


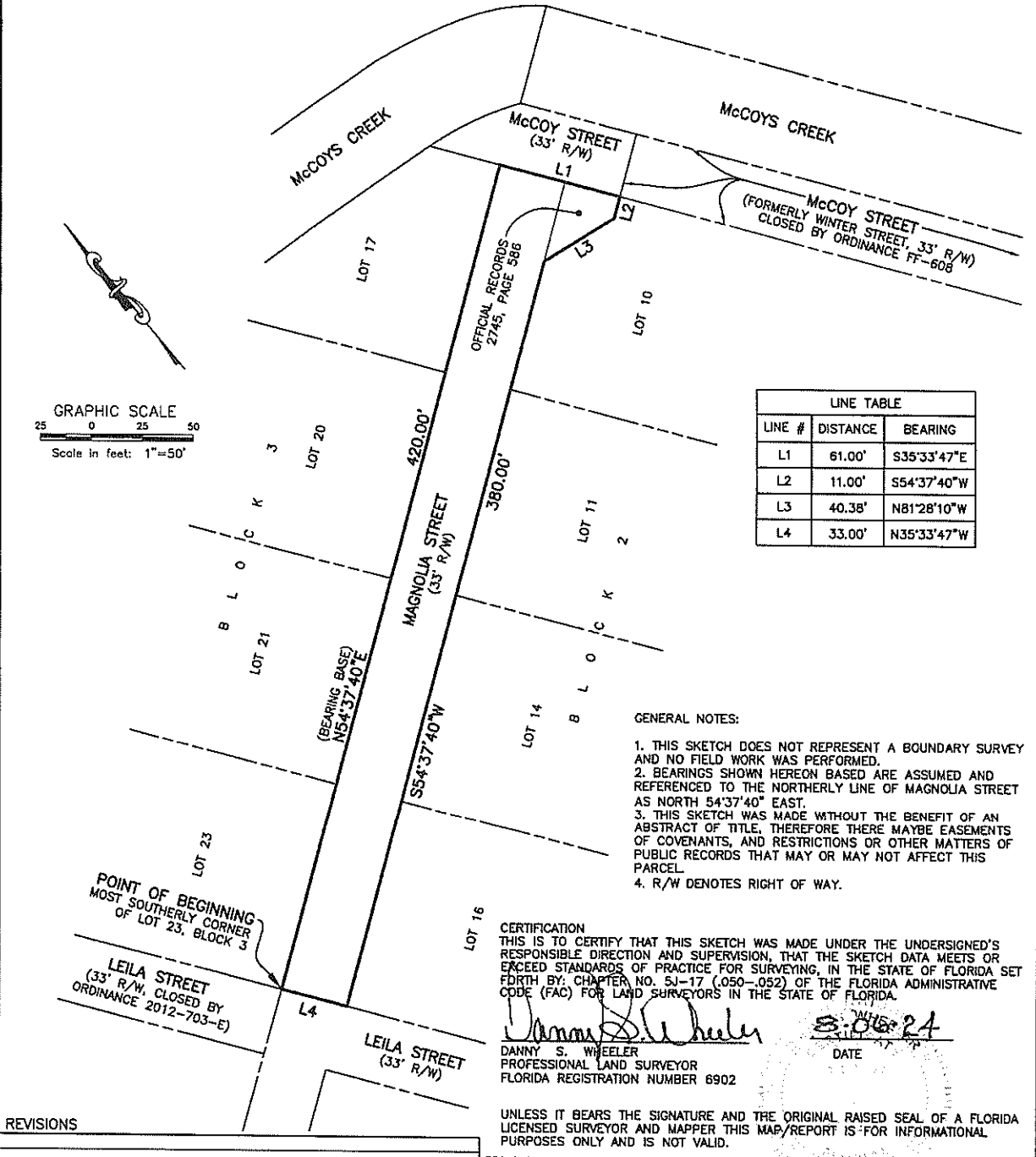
Exhibit "B"

Specifications to be provided

MAP SHOWING SKETCH AND DESCRIPTION OF

A PORTION OF MAGNOLIA STREET, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE ABOVE DESCRIBED LANDS CONTAINS 14,574 SQUARE FEET OR 0.33 ACRES, MORE OR LESS.



LINE TABLE		
LINE #	DISTANCE	BEARING
L1	61.00'	S35°33'47"E
L2	11.00'	S54°37'40"W
L3	40.38'	N81°28'10"W
L4	33.00'	N35°33'47"W

- GENERAL NOTES:
1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY AND NO FIELD WORK WAS PERFORMED.
 2. BEARINGS SHOWN HEREON BASED ARE ASSUMED AND REFERENCED TO THE NORTHERLY LINE OF MAGNOLIA STREET AS NORTH 54°37'40" EAST.
 3. THIS SKETCH WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAYBE EASEMENTS OF COVENANTS, AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORDS THAT MAY OR MAY NOT AFFECT THIS PARCEL.
 4. R/W DENOTES RIGHT OF WAY.

CERTIFICATION
THIS IS TO CERTIFY THAT THIS SKETCH 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. 5J-17 (.050-.052) OF THE FLORIDA ADMINISTRATIVE CODE (FAC) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

Danny S. Wheeler 8/26/24
 DANNY S. WHEELER
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 6902
 DATE

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

REVISIONS

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SURVEY DATA:

DATA DISK.	DATE 8/2/2024
SURVEY BOOK	SCALE 1"=50'
DRAWN BY SCC	PROJECT NO.
LAST DATE IN FIELD	N/A

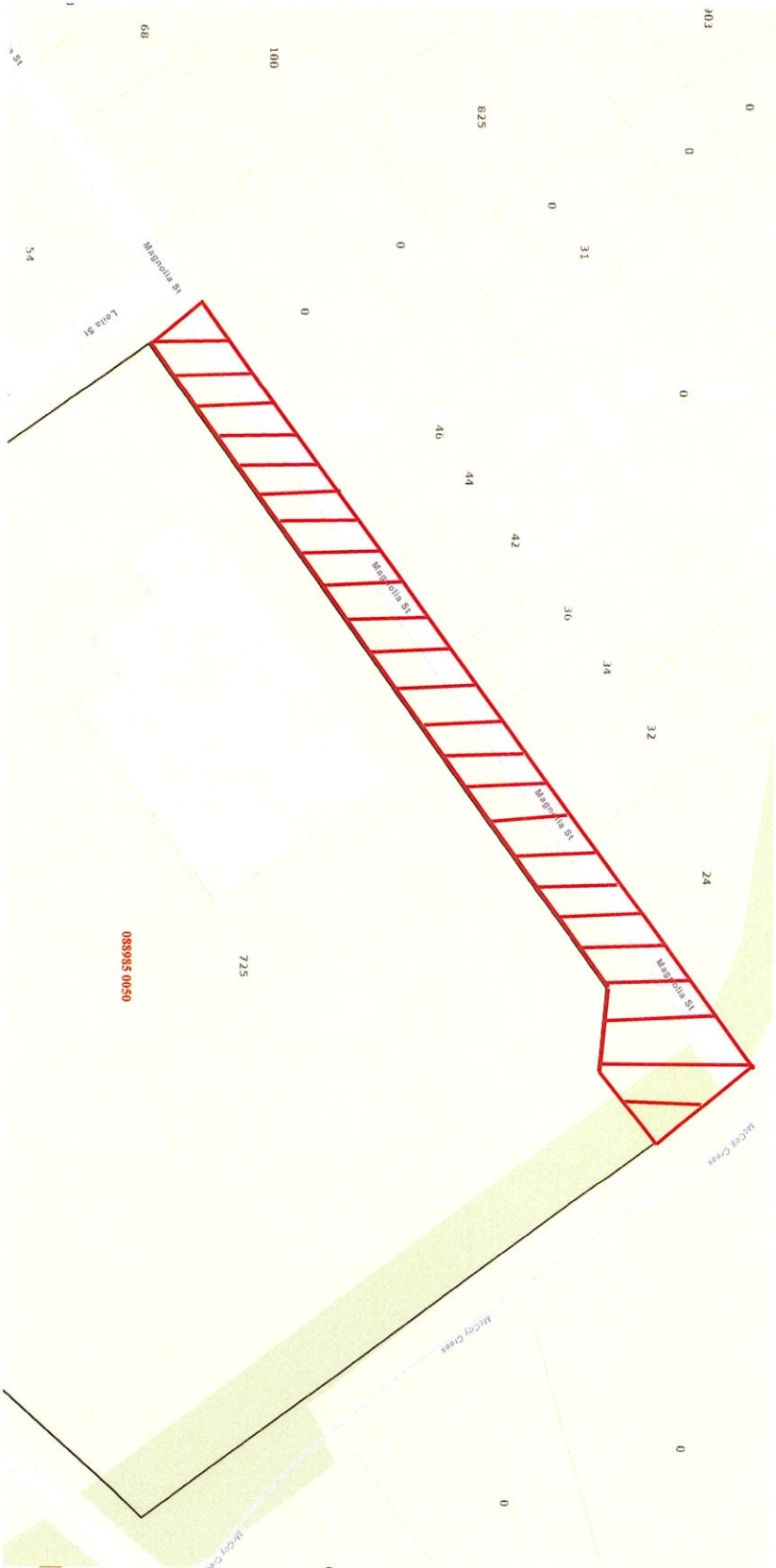
Jacksonville CITY OF JACKSONVILLE
 Where Florida Begins. DEPARTMENT OF PUBLIC WORKS
 214 N. HOGAN STREET, ENGINEERING DIVISION 10th FLOOR,
 JACKSONVILLE, FL 32202 (904)255-8756

SHEET NO.	1
OF	1
DRAWING NO.	
DRAWING FILE	

Magnolia Street

RE# 0088985-0050; 089007-0000; 089005-0000; 089004-0000; 089003-0000; 0888999-0000; 089001-0000; 089002-0000 & 088997-0000 (for location purposes)

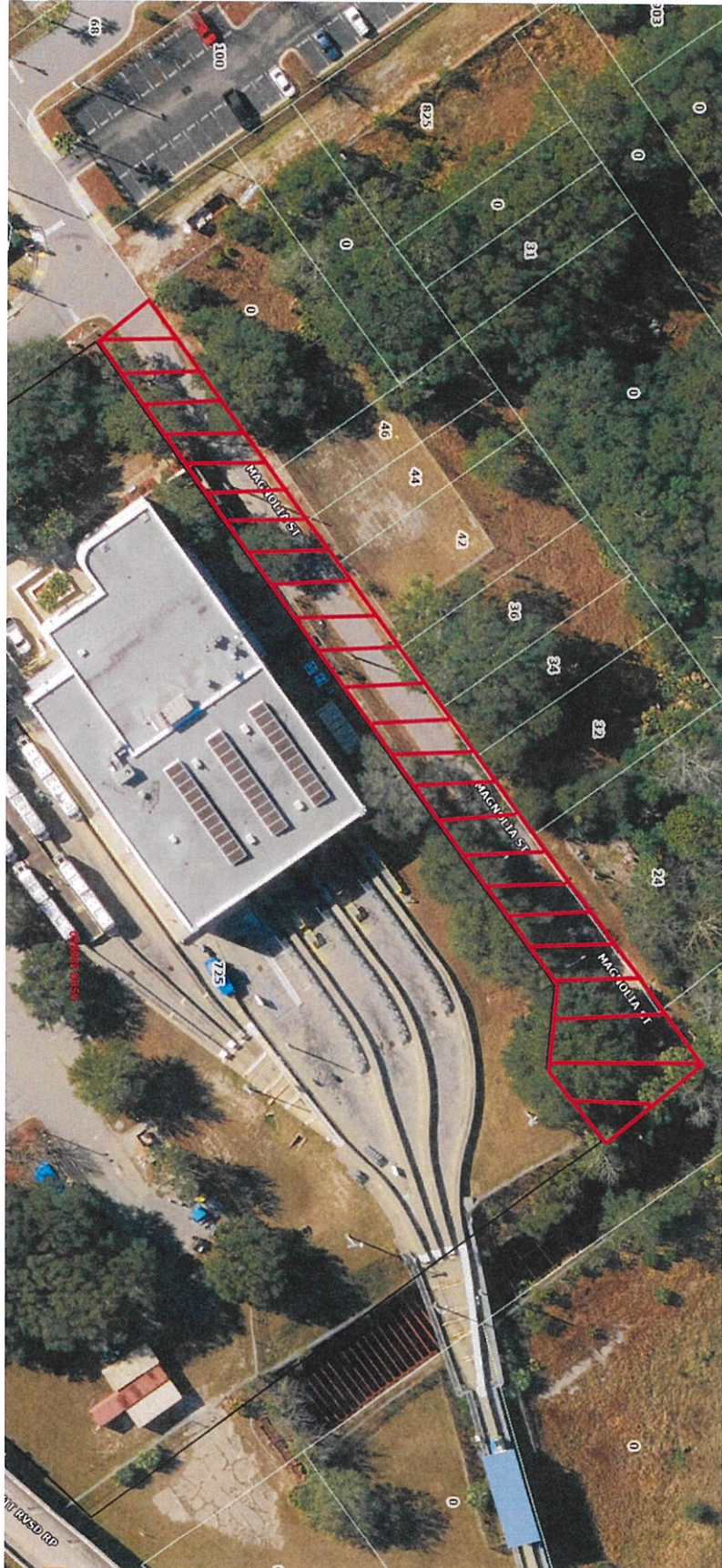
Location Map



Magnolia Street

RE# 0088985-0050; 089007-0000; 089005-0000; 089004-0000; 089003-0000; 088999-0000; 089001-0000; 089002-0000 & 088997-0000 (for location purposes)

Aerial Map



HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this ____ day of _____, 2024, by **JACKSONVILLE TRANSPORTATION AUTHORITY**, a body politic and corporate and an agency of the state of Florida, whose address is **100 LaVilla Center Drive, Jacksonville, Florida 32204** (“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 right-of-way or easement areas pursuant to **CITY ORDINANCE 202** ____ - ____ -E, a copy of which is attached hereto and incorporated by reference (the “Ordinance”), located near **RE# 088968-0000** in **Council District 7** and as established in the **Plat of Brooklyn as recorded in Plat Book “AJ”, Pages 722-724.**

Grantor, its successors and assigns, holds harmless, indemnifies, and will defend **CITY OF JACKSONVILLE**, its members, officials, officers, employees, and agents 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) 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. 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 totally unobstructed by any permanent improvements that may impede the use by the City or JEA of their reserved easement rights, if any, under the provisions of the reserved easement and/or the Ordinance. In the event that such easement rights are reserved by City or JEA: (a) the construction of driveways and the installation of fences, hedges, and landscaping is permissible but subject to removal or damage by the City or JEA at the expense of the Grantor, its successors and assigns, for any repairs to or replacement of the improvements; and (b) Grantor, its successors and assigns, shall indemnify, defend, and hold City and JEA harmless from, any and all loss, damage, action, claim, suit, judgment, cost, or expense for injury to persons (including death) or damage to property and improvements (including destruction), 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 easement area by Grantor, its successors or assigns, and the City’s or JEA’s exercise of their rights in the reserved easement.

**Signed and Sealed
in Our Presence:**

**GRANTOR:
JACKSONVILLE TRANSPORTATION AUTHORITY**

(Sign) _____

By: _____

(Print) _____

Name:

Title:

(Sign) _____

(Print) _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 202__, by _____.

{NOTARY SEAL}

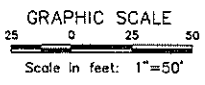
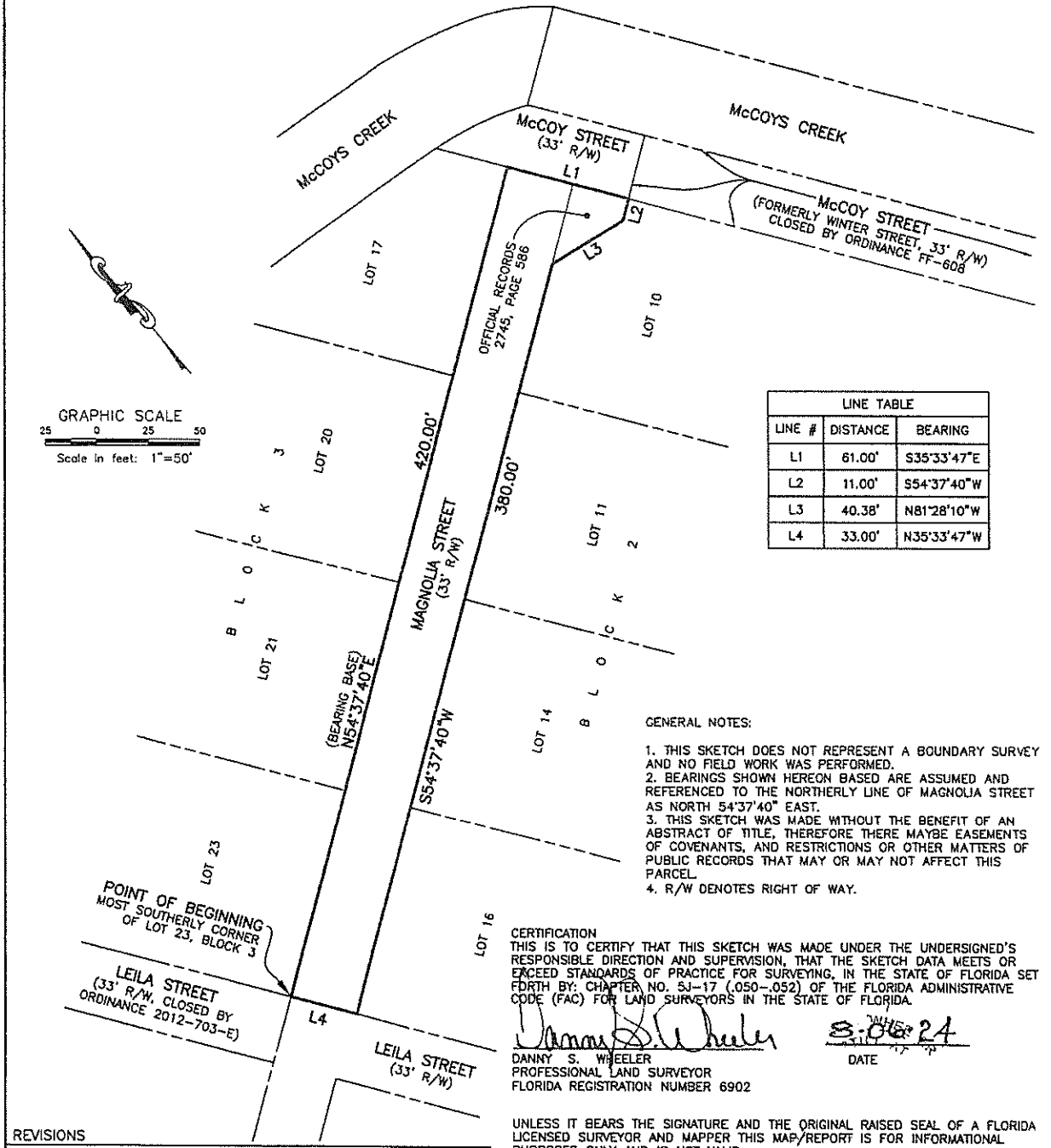
[Signature of Notary Public-State of Florida]
[Name of Notary Typed, Printed, or Stamped]

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT "A"

MAP SHOWING SKETCH AND DESCRIPTION OF

A PORTION OF MAGNOLIA STREET, AS SHOWN ON MAP OF BROOKLYN, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 FOR A POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF LOT 23, BLOCK 3, OF SAID MAP OF BROOKLYN; THENCE NORTH 54°37'40" EAST, ALONG THE NORTHERLY LINE OF SAID MAGNOLIA STREET, A DISTANCE OF 420.00 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY LINE OF McCOY STREET AS SHOWN ON SAID MAP OF BROOKLYN; THENCE SOUTH 35°33'47" EAST, ALONG LAST SAID LINE, A DISTANCE OF 61.00 FEET TO THE MOST EASTERLY CORNER OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2745, PAGE 586 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY; THENCE SOUTH 54°37'40" WEST, ALONG THE SOUTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 11.00 FEET; THENCE NORTH 81°28'10" WEST, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 40.38 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID MAGNOLIA STREET; THENCE SOUTH 54°37'40" WEST, ALONG LAST SAID LINE, A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING.
 THE ABOVE DESCRIBED LANDS CONTAINS 14,574 SQUARE FEET OR 0.33 ACRES, MORE OR LESS.



- GENERAL NOTES:
1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY AND NO FIELD WORK WAS PERFORMED.
 2. BEARINGS SHOWN HEREON BASED ARE ASSUMED AND REFERENCED TO THE NORTHERLY LINE OF MAGNOLIA STREET AS NORTH 54°37'40" EAST.
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 4. R/W DENOTES RIGHT OF WAY.

CERTIFICATION
 THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SKETCH DATA MEETS 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) FOR LAND SURVEYORS IN THE STATE OF FLORIDA.

Danny S. Wheeler 8-06-24
 DANNY S. WHEELER
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION NUMBER 6902
 DATE

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

REVISIONS	

SURVEY DATA:	
DATA DISK.	DATE 8/2/2024
SURVEY BOOK	SCALE 1"=50'
DRAWN BY SCC	PROJECT NO.
LAST DATE IN FIELD	N/A

Jacksonville CITY OF JACKSONVILLE
 DEPARTMENT OF PUBLIC WORKS
 214 N. HOGAN STREET, ENGINEERING DIVISION 10th FLOOR,
 JACKSONVILLE, FL. 32202 (904)255-8756

SHEET NO. 1 OF 1
 DRAWING NO.
 DRAWING FILE

LEGISLATIVE FACT SHEET

DATE: 12/04/24

BT or RC No: _____

SPONSOR: Public Works Real Estate, in Councilmember Peluso's District 7
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentations: Renee Hunter

Provide Name: Renee Hunter, Chief, Real Estate Division

Contact Number: 904-255-8234

Email Address: ReneeH@coj.net.

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

Please provide the Public Works Real Estate Division with authority to request the legislation necessary for City Council to authorize the Mayor to execute the attached Purchase and Sale Agreement ("PSA") in substantially the form attached for acquiring RE# 088968-0000 and portions of RE#'s 088985-0050 and 088969-0100 from the Jacksonville Transportation Authority (JTA) for \$964,000.00. This amount is supported by JTA's appraisal. The City's appraisal was \$580,000.00. Public Works Engineering agreed to the \$964,000 price to proceed with the project. Public Works is also requesting City Council approve the closure and abandonment of an opened and improved portion of Magnolia Street, as recorded in Plat Book "AJ", Page 722-724, and in the Plat of Brooklyn, of the Current Public Records of Duval County, Florida. See RE# 088968-0000 for location purposes and maps attached. The City is the applicant and is seeking the closure to relocate the parking for JTA Skyway employees to this closure location. This bill seeks approval to authorize the Mayor to execute the Parking Agreement in substantially the form attached. An all-utilities, facilities, and access easement will be reserved over the closure area in favor of the City and JEA. The acquisition, parking agreement, and closure are at the request of Public Works Engineering and Construction Management. If additional information or assistance is required, please contact Renee Hunter at 255-8234 or ReneeH@coj.net.

APPROPRIATION: Total Amount Appropriated _____ as follows:
List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____
Name of State Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____
Name of City of Jacksonville Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____
Name of In-Kind Contribution(s)	From: _____	Amount: _____
	To: _____	Amount: _____
Name & Number of Bond Account(s)	From: _____	Amount: _____
	To: _____	Amount: _____

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

The fund for this acquisition will come from: 32111.384020.565051.008972.00000000.00000.0000000

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

ACTION ITEMS:

	Yes	No
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Justification of Emergency: If yes, explanation must include detailed nature of emergency.

Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---------------------------	--------------------------	-------------------------------------

Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.

Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
------------------------	--------------------------	-------------------------------------

Note: If yes, note must include explanation of all-year subfund carryover language.

CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
----------------	--------------------------	-------------------------------------

Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract / Agreement Approval?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------------	-------------------------------------	--------------------------

Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?

OGC has approved the hold harmless covenant template.

Related RC/BT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
----------------	--------------------------	-------------------------------------

Attachment: If yes, attach appropriate RC/BT form(s).

Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-----------------	--------------------------	-------------------------------------

Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.

Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-----------------	--------------------------	-------------------------------------

Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.

Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-----------------------------	--------------------------	-------------------------------------

Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.

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?

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 Certification?

Reporting Requirements?

Attachment: If yes, attach appropriate form(s).

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

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 NOT 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 IS NOT required.

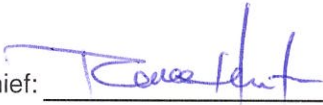
- The proposed ordinance is required for compliance with Federal or State law or regul
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The 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
- 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 IS REQUIRED 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>

Division Chief: 
(signature)

Date: 12/5/24

Prepared By: 
(signature)

Date: 12/04/2024

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o the Budget Office, St. James Suite 325

Thru: Nina Sickler, P.E., Director of Public Works

Phone: 255-5000

E-mail: bnorris@coj.net

From: Renee Hunter, Chief, Real Estate

Initiating Department Representative (Name, Job Title, Department)

Phone: 255-8700

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Primary Contact: Renee Hunter, Chief, Real Estate

Initiating Department Representative (Name, Job Title, Department)

Phone: 255-8700

E-mail: reeneh@coj.net

CC: Brittany Norris, Director of Intergovernmental Affairs, Office of the Mayor

Phone: 255-5000

E-mail: bnorris@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: John Sawyer, Office of General Counsel, St. James Suite 480

Phone: 904-255-5074

E-mail: jsawyer@coj.net

From: _____

Initiating Council Member / Independent Agency / Constitutional Officer

Phone: _____

E-mail: _____

Primary

Contact: _____
(Name, Job Title, Department)

Phone: _____

E-mail: _____

CC: Brittany Norris, Director of Intergovernmental Affairs, Office of the Mayor

Phone: 255-5000

E-mail: bnorris@coj.net

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation.

Independent Agency Action Item: **Yes** **No**

Boards Action / Resolution?

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Business Impact Estimate

This form must be posted on the City of Jacksonville's website by the time notice of the proposed ordinance is published.

ORDINANCE NUMBER TO BE ASSIGNED (2024-____) title of ordinance AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND JACKSONVILLE TRANSPORTATION AUTHORITY, IN SUBSTANTIALLY THE FORM ATTACHED FIOR THE PURCHASE A PORTION OF RE#088985-0050 OTHERWISE KNOWWN AS 725 LEILA STREET, ALL OF RE#088969-0100 OTHERWISE KNOWN AS 0 RIVERSIDE AVENUE AND RE#088968-0000 OTHERWISE KNOWN AS 0 LEILA STREET AS ESTABLISHED IN DEED BOOK "AJ", PAGES 722-725 IN THE PLAT FOR BROOKLYN LOCATED IN COUNCIL DISTRICT 7, AT THE REQUEST OF PUBLIC WORKS ENGINEERING DEPARTMENT; PROVIDING FOR APPROVAL SUBJECT TO CONDITIONS; PROVIDING AN EFFECTIVE DATE.

ALSO A PARKING AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED AND AN ORDINANCE CLOSING AND ABANDONING AND/OR DISCLAIMING AN OPENED AND IMPROVED PORTION OF MAGNOLIA STREET, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 AND ESTABLISHED IN THE PLAT KNOWN AS BROOKLYN, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN COUNCIL DISTRICT 7, AT THE REQUEST OF THE CITY OF JACKSONVILLE; PROVIDING FOR APPROVAL SUBJECT TO CONDITIONS; PROVIDING AN EFFECTIVE DATE.

Summary of the proposed ordinance: AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND JACKSONVILLE TRANSPORTATION AUTHORITY, FOR PARCELS RE#088985-0050 (725 LEILA STREET), RE#088969-0100 (0 RIVERSIDE AVENUE) AND RE#088968-0000 (0 RIVERSIDE AVENUE) AS ESTABLISHED IN THE PLAT OF BROOKLYN, AS RECORDED IN PLAT BOOK AJ, PAGE 722, 723 & 724 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN COUNCIL DISTRICT 7, AT THE REQUEST OF PUBLIC WORKS ENGINEERING DEPARTMENT; PROVIDING FOR APPROVAL SUBJECT TO CONDITIONS; PROVIDING AN EFFECTIVE DATE.

ALSO A PARKING AGREEMENT IN SUBSTANTIALLY THE FORM ATTACHED AND AN ORDINANCE CLOSING AND ABANDONING AND/OR DISCLAIMING AN OPENED AND IMPROVED PORTION OF MAGNOLIA STREET, AS RECORDED IN DEED BOOK "AJ", PAGES 722-724 AND ESTABLISHED IN THE PLAT KNOWN AS BROOKLYN, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORID, IN COUNCIL DISTRICT 7, AT THE REQUEST OF THE CITY OF JACKSONVILLE; PROVIDING FOR APPROVAL SUBJECT TO CONDITIONS; PROVIDING AN EFFECTIVE DATE.

An estimate of the direct economic impact of the proposed ordinance: THIS LEGISLATION WILL NOT REQUIRE BUSINESSES TO INCUR ANY DIRECT COMPLIANCE COSTS NOR WILL ANY NEW CHARGES OR FEES BE ASSESSED BY THIS LEGISLATION FOR WHICH BUSINESSES WILL BE FINANCIALLY RESPONSIBLE.

Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: NONE OTHER THAN APPLICANT.

Additional information the governing body deems useful (if any): N/A