

APPENDIX A – TECHNICAL SPECIFICATIONS

96519 RFQ FOR THE PURCHASE OF LAND PARCEL AT ST. JOHN'S PARKWAY AND RACETRACK ROAD (APPROXIMATELY 387 S.F.)

SCOPE OF SOLICITATION: JEA will accept offers for the purchase of a portion of RE# 023595-0001, St. John's County. Legal Description and depiction as shown below:

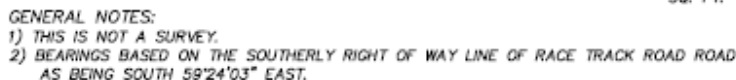
A portion of Section 6, Township 5 South, Range 28 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 2283, page 1621, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly corner of the Northerly terminus of St. Johns Parkway (County Road No. 2209), a 150 foot right of way as depicted on the plat of County Road 2209-Russell Sampson Road Segment, recorded in Map Book 59, pages 22 through 28, of the Public Records of said county, said corner lying on the Southerly right of way line of Race Track Road, a variable width right of way as presently established; thence South 59°24'03" East, along said Southerly right of way line, 187.12 feet to the Point of Beginning.

From said Point of Beginning, thence South 60°26'14" East, along said Southerly right of way line of Race Track Road, 39.84 feet; thence South 80°41'53" West, departing said Southerly right of way line, 30.99 feet to a point lying on the Westerly line of those lands described and recorded in said Official Records Book 2283, page 1621; thence North 09°21'35" West, along said Westerly line, 25.00 feet to the Northwesterly corner thereof and the Point of Beginning.

Containing 387 square feet, more or less.

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2283, PAGE 1621, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



14775 Old St. Augustine Road, Jacksonville, FL 32258
Tel: (904) 642-8550 Fax: (904) 642-4165
Certificate of Authorization No.: LB 3624

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCALE: $1"=50'$

DATE: NOVEMBER 7, 2018

ANDREW G. KNUPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 6511

APPENDIX B – BID FORM
RFQ 96519 Parcel at St. Johns Parkway and Racetrack Road

Submit **Bid Form** along with other required documents in an email to:

Chrissy Nunziato (nunzct@jea.com)

Company
Name: _____

Company's
Address: _____

Phone Number _____ FAX No: _____ EMAIL
Address: _____

BID SECURITY REQUIREMENTS

☒ **None required**

☐ Certified Check or Bond

_____ % \$ _____

TERM OF CONTRACT

☒ **One-Time Purchase**

☐ Annual Requirements

☐ Other, Specify

SAMPLE REQUIREMENTS

☒ **None required**

☐ Samples required prior to Bid Opening

☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

☒ **None required**

☐ Bond required \$ _____ % of Bid Award

QUANTITIES

☒ **Quantities indicated are exacting**

☐ Quantities indicated reflect the approximate quantities to be purchased throughout
Contract period and are subject to fluctuation in accordance with actual requirements

INSURANCE REQUIREMENTS

☒ **None required**

☐ Insurance required

Quote the following materials **F.O.B.: Jacksonville, FL**

| Item No. | ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES | TOTAL BID PRICE |
|-----------------|--|---|
| 1 | Total Cost for Parcel at St. Johns Parkway and Racetrack Road as described in Appendix A – Technical Specifications | \$ _____ Total Bid Price |

_____ **I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public “as-is”.**

Bidder's Certification

By submitting this bid, the bidder certifies that the bidder has read and reviewed all of the documents pertaining to this Request For Quote, that the person signing below is an authorized representative of the Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work. The Bidder also certifies that the Bidder complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Request For Quote.

We have received addenda

_____ through _____

Handwritten Signature of Authorized Officer of Firm or Agent

Date

Printed Name and Title

Prepared by and when
recorded return to:
Brian Dawes, Esquire
Edwards Cohen
200 W. Forsyth Street, Suite 1300
Jacksonville, Florida 32202

SPECIAL WARRANTY DEED

THIS DEED, made this ____ day of _____, 2019, between **JEA**, a body politic and corporate whose address is 21 West Church Street, Jacksonville, Florida 32202 (the “Grantor”), and _____ (the “Grantee”).

(When used herein the terms “Grantor” and “Grantee” shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, to it in hand paid by the said Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land located in St. Johns County, Florida, to wit (the “Property”):

See Exhibit A attached.

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

The foregoing conveyance is made SUBJECT TO AND RESERVING UNTO GRANTOR, its successors and assigns, the following easements, rights and interests:

A right of way and unobstructed exclusive perpetual utility easement with the right, privilege and authority to said Grantor, its successors and assigns, to construct, operate, lay, maintain, improve, and/or repair facilities and associated equipment for water reuse, water, electric, sewer, fiber, communications, other public utilities, or quasi-utilities, either or all, above, on, along, through, across, or under the Property; TOGETHER with the right of said Grantor its successors and assigns, of ingress and egress to and over the Property, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements

upon, over, under or in the Property, together also with the right and easements, privileges and appurtenances in and to the Property which may be required for the enjoyment of the rights herein reserved (all of the foregoing reserved rights being collectively referred to hereinafter as "Grantor's Reserved Easement").

Grantor may suspend, interrupt, and/or temporarily terminate all or a portion of Grantee's use of the Property: (a) immediately, without prior notice to Grantee, during emergency situations requiring immediate repairs, maintenance, or replacement of Grantor's equipment and facilities within the Property pursuant to Grantor's Reserved Easement until such time as the emergency is resolved, and (b) upon not less than five (5) days' prior written notice for the purpose of any scheduled maintenance, repair, or replacement of Grantor's equipment and facilities within the Property pursuant to Grantor's Reserved Easement until such time as the maintenance or repair is completed. Should removal of any Grantee improvements within the Property become necessary in Grantor's sole discretion, any removal, relocation, and rebuilding of the improvements will be performed by Grantee at its sole expense. Notwithstanding the foregoing, in the event that Grantor determines, in its sole and absolute discretion, that circumstances require the immediate removal of the improvements, Grantor shall have the right to perform the removal of the improvements, with the costs incurred by Grantor for such removal to be reimbursed by Grantee. Grantee shall be solely responsible for any damages to improvements within the Property resulting from Grantor's reasonable and proper use and activities within the Property pursuant to Grantor's Reserved Easement.

GRANTEE, by acceptance and execution of this Deed, hereby covenants and agrees that no lighting, landscaping or signage is permitted on the Property.

The Grantor hereby covenants with Grantee, except as set forth herein, that at the time of the delivery of this Deed, the land was free from all encumbrances made by it, and that it will warrant and defend the title to the land against the lawful claims of all persons claiming by, through or under the Grantor, but against none other. This conveyance is made subject only to reservations, restrictions, and easements of record, and the reservations and covenants set forth herein, and for taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

[signatures on following pages]

Signed, sealed and delivered
in the presence of:

GRANTOR:

JEA, a body politic and corporate

Name printed: _____

By: _____
Donald L. Burch, Jr.
Manager, Real Estate Services

Name printed: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on the ____ day of _____,
2019, by Donald L. Burch, Jr., Manager of Real Estate Services of JEA, a body politic and corporate,
on behalf of the JEA. He is personally known to me or has produced
_____ as identification.

Notary Public, State of Florida

[SEAL]

Signed, sealed and delivered
in the presence of:

GRANTEE:

Name printed: _____

By: _____

Name printed: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on the ____ day of _____,
2019, by _____. He/She is personally known to me or
has produced _____ as identification.

Notary Public, State of Florida

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY



ROBERT M. ANGAS ASSOCIATES, INC.
SURVEYORS • PLANNERS • CIVIL ENGINEERS
Since 1924

www.rmangas.com

tel 904-642-8550 • fax 904-642-4165

14775 Old St. Augustine Road • Jacksonville, Florida 32258

November 7, 2018

Work Order No. 17-241.03

File No. 123J-06.03A

Access Parcel

A portion of Section 6, Township 5 South, Range 28 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 2283, page 1621, of the Public Records of said county, being more particularly described as follows:

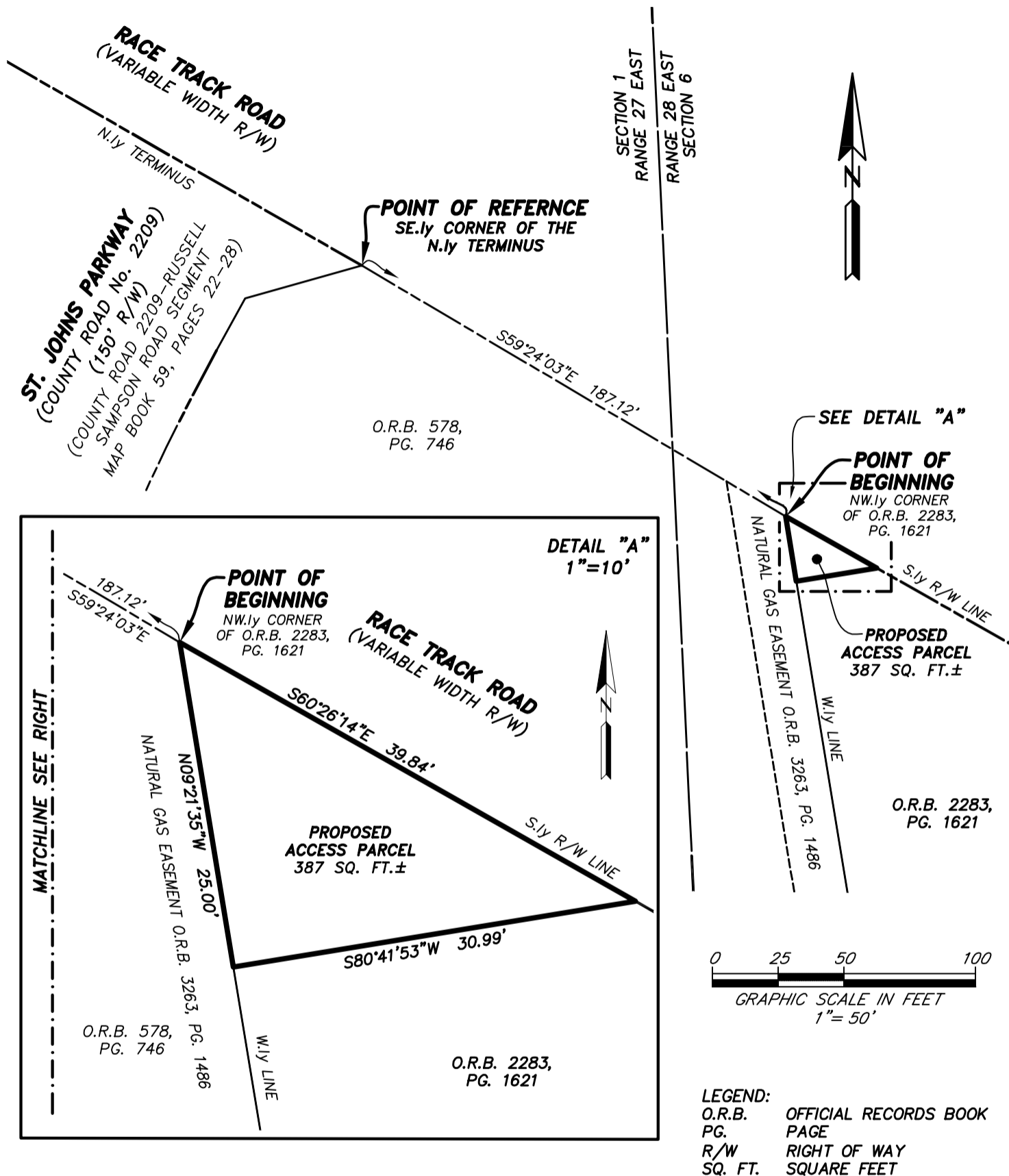
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SKETCH TO ACCOMPANY DESCRIPTION OF

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ROBERT M. ANGAS ASSOCIATES, INC.
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SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCALE: 1"=50'
DATE: NOVEMBER 7, 2018

ANDREW O. KNUPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE of FLORIDA LS No. 6511

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered as of the date on which the latter of the parties hereto executes this Agreement (the "Effective Date") by and between **JEA**, a body politic and corporate ("Seller"), and _____ ("Buyer").

WITNESSETH:

In consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

Section 1.0 General Outline of Transaction. Seller is the owner in fee simple of that certain tract of land located in St. Johns County, Florida, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"). Buyer intends to purchase from Seller the Property upon the terms and conditions hereafter set forth.

Section 2.0 Purchase Price, Property to be Conveyed, and Earnest Money.

Section 2.1 Purchase Price and Property to be Conveyed. Under the terms of this Agreement, Seller hereby agrees to sell, assign and convey the Property to Buyer and Buyer agrees to pay for and purchase the Property from Seller. In consideration of the conveyance of the Property from Seller to Buyer, Buyer shall pay to Seller at Closing, as hereinafter defined, an amount equal to _____ (the "Purchase Price"), plus or minus net adjustments as set forth in this Agreement.

Section 2.2 Earnest Money. Within three (3) business days after Buyer and Seller have executed this Agreement, Buyer shall deliver to the Edwards Cohen, as escrow agent ("Escrow Agent"), by cashier's check or wired funds, a deposit in an amount equal to _____ (the "Earnest Money"), to be deposited by the Escrow Agent in a non-interest bearing account. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price.

Section 3.0 Survey, Title, Buyer's Review, Environmental Reports and Inspection.

Section 3.1 Survey. Buyer may within thirty (30) days after the Effective Date, at Buyer's cost and expense, obtain a boundary survey of the Property (the "Survey"), prepared by a licensed Florida land surveyor. Upon Buyer's receipt of the Survey, Buyer shall forthwith furnish a copy thereof to Seller.

Section 3.2 Title. Seller shall within thirty (30) days after the Effective Date, at Buyer's cost and expense, provide an owner's title insurance commitment issued by Edwards & Cohen, P.A., as title agent for a licensed title insurance company ("Title Insurer") committing to insure Buyer's fee simple title to the Property in the total amount of the Purchase Price ("Commitment"). The Commitment shall show Seller to have good and insurable title to the Property, in fee simple. The policy, when issued, shall insure in Buyer good and insurable title to the Property, in fee simple, free and clear of all liens and encumbrances, except taxes for the year of conveyance and subsequent years and such matters appearing in the Commitment which Buyer has approved or accepted as title exceptions under Section 3.3.

Section 3.3 Buyer's Review. Buyer shall have until forty-five (45) days after the Effective Date, in which to examine the Survey and Commitment and to determine the nature of any defects in

title to the Property and in those matters or facts disclosed by the Survey. If either the Commitment or Survey reveals any encroachments, overlaps, easements restrictions, covenants, conditions, liens, encumbrances, other title defects, or other matters that are unacceptable to Buyer, Buyer shall give written notice to Seller of such defects prior to the expiration of the said forty-five (45) day period, and Seller shall have the right, but no obligation to remedy or remove any such objectionable matters prior to the Closing Date, as hereinafter defined. If Seller does not, prior to the Closing Date, cure such defects of which it has been notified, Buyer may, as its sole remedy, either (i) terminate this Agreement upon written notice to Seller and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination; or (ii) accept the uncured defects and take title as it then exists without reduction in the Purchase Price.

Section 3.4 Environmental Reports. Buyer may within thirty (30) days after the Effective Date, at Buyer's cost and expense, obtain a Phase I environmental site assessment with respect to the Property, which meets the standard of practice of the American Society of Testing Materials. Buyer shall use the services of a competent, professional consultant with expertise in the environmental site assessing process, approved by Seller. If the Findings and Conclusions section of the Phase I environmental site assessment reports evidence of recognized environmental conditions, then at Buyer's option a Phase II environmental site assessment may be performed, at Buyer's expense, to address any suspicions raised in the Phase I environmental site assessment and to confirm the presence of contaminants on the Property. If, after review of the environmental site assessment(s), Buyer, in its sole discretion, determines the Property is not acceptable, Buyer shall have the right to terminate this Agreement by written notice to Seller no later than forty-five (45) days after the Effective Date, and the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination. Upon Buyer's receipt of any such environmental site assessment(s), Buyer shall forthwith furnish a copy thereof to Seller.

Section 3.5 Inspection. Buyer and its agents shall, at their own risk and expense, until forty-five (45) days after the Effective Date of this Agreement (the "Inspection Period"), have the right and privilege to enter upon any portion of the Property to inspect, examine, survey and otherwise perform or conduct such tests, inspections, studies, audits, or other evaluations as Buyer may deem necessary in conjunction with Buyer's acquisition of the Property, including, but not limited to, final determination of wetlands and an engineering feasibility study which may include topographic surveys, core borings, soil test pits and load bearing tests, as may be required by Buyer to determine the physical characteristics of the substrata of the Property. Following Buyer's inspection of the Property, Buyer shall restore the Property to its original condition. Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the exercise of the inspection rights. Seller authorizes Buyer to consult with Seller's attorneys, engineers, surveyors and other agents pertaining to the Property, at Buyer's expense, and to consult those governmental agencies having jurisdiction over approvals or permits relating to the Property, at Buyer's expense. Buyer's indemnity set forth herein shall survive the Closing or the termination of this Agreement. Buyer shall have the right, which may be exercised by delivering written notice to Seller at any time prior to the end of the Inspection Period, to terminate this Agreement for any reason which Buyer, in its sole discretion, deems appropriate. Upon delivery of written notice of termination to Seller on or before the last day of the Inspection Period, this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer. After the Inspection Period, the Earnest Money shall be non-refundable to Buyer except in instances of Seller's refusal or inability to complete the Closing as specified herein.

Section 4.0 No Representations or Warranties by Seller; Acceptance of Property.

Section 4.1 Disclaimer. Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties (other than the warranty of title as set out in the special warranty deed, as described below), promises, covenants, agreements or guarantees 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 Buyer 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 Seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land uses laws, rules, regulations, orders or requirements, including the existence in or on the Property of hazardous materials (as defined below). Buyer further acknowledges and agrees that having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any officer, agent, employee, servant or other person. Buyer further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "as is" condition and basis with all faults. The provisions of this Section 4 shall survive the Closing.

Section 4.2 Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. '9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. '6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. '2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

Section 4.3 Environmental Requirements. Environmental Requirements shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

Section 4.4 Radon Notice. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 4.5 Environmental Risks. Buyer acknowledges that there are, or may be, certain environmental issues and/or risks with respect to the Property.

Section 5.0 Deed of Conveyance; Seller Reserved Rights.

Section 5.1 Deed. Seller shall convey to Buyer good and insurable title to the Property in fee simple by transferable and recordable fee simple special warranty deed, in substantially the form attached to this Agreement as Exhibit B, free and clear of all liens and encumbrances, except taxes for the year of conveyance and subsequent years and such matters appearing in the Commitment which Buyer has approved or accepted as title exceptions, and the easements and covenants contained in such deed.

Section 5.2 Seller Reserved Rights. The deed shall contain reservations in favor of Seller as more particularly set forth in Exhibit B. Without limitation, Seller shall retain an all-utility easement upon, under, and over the Property, and Seller shall have the right to suspend use of the Property by Buyer, its successors and assigns, in the event necessary in connection with the Seller's construction, use, maintenance, repair, or replacement of the Seller's utility facilities within Property pursuant to the easement. In addition, no lighting, landscaping or signage will be permitted on the Property. The foregoing rights, reservations, and covenants are more fully set forth in the deed attached hereto as Exhibit B.

Section 6.0 Casualty and Eminent Domain. Risk of any casualty to or loss of the Property occurring prior to Closing shall be borne by Seller. Notwithstanding the foregoing, if all or any portion of the Property or access thereto shall be damaged by fire or other casualty prior to the Closing Date, then Seller shall provide immediate written notice thereof to Buyer and, at Buyer's option, (i) Buyer may terminate this Agreement and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, or (ii) Buyer may consummate the sale, pay the full Purchase Price and have assigned to it all claims and right of recovery for such casualty. Buyer shall make election in writing within thirty (30) days after Seller shall have notified Buyer in writing of such casualty damage and the Closing Date shall be extended if necessary to accommodate this notice period.

Section 7.0 Default and Remedies.

Section 7.1 Notice of Default. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same. The defaulting party shall have ten (10) business days from the receipt of such notice to cure the default. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure such default, the non-defaulting party shall be entitled to pursue its remedies as set forth in this Section 7 below, as applicable.

Section 7.2 Remedies of Seller. If Buyer shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Buyer, Seller shall, retain the Earnest Money as liquidated damages, as well as recover from the Buyer any and all reasonable expenses paid or incurred by Seller in connection with this Agreement, and this Agreement shall be terminated.

Section 7.3 Remedies of Buyer. If Seller shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Seller, Buyer may, as its sole remedy, terminate this Agreement in which case the Escrow Agent is irrevocably instructed to return the Earnest Money to Buyer, and Buyer may also recover from the Seller any and all reasonable expenses paid or incurred by Buyer in connection with this Agreement, and this Agreement shall be terminated.

Section 8.0 Real Estate Commission. Buyer may employ a real estate salesperson and/or broker at Buyer's sole cost, risk and expense. Seller and Buyer represent and warrant to each other that it has not entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of this Agreement or the Closing of the Property, except for _____ (Buyer's agent; None, if blank), and _____ N/A _____ (Seller's agent). Seller, to the extent permitted by Section 768.28, Florida Statutes, and Buyer agree to indemnify, defend and hold harmless the other party from any and all claims, demands or the cost and expense of, including reasonable attorneys' fees, arising out of any brokerage commission or fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Agreement based upon any agreement alleged to have been made or other action alleged to have been taken by Buyer or Seller, as the case may be. This indemnification shall survive the Closing of the Property or the termination of this Agreement.

Section 9.0 Closing. The consummation of the transaction contemplated hereby for the purchase of the Property (the "Closing" or "Closing Date") shall take place on or before sixty (60) days after the Effective Date. The Closing shall take place at the office of Edwards Cohen, 200 W. Forsyth Street, Suite 1300, Jacksonville, Florida, or at such other place as may be selected by Seller.

Section 10.0 Documents to be Delivered at Closing. On or before Closing, Seller shall deliver to Buyer the following documents:

(a) Special Warranty Deed described in Section 5.0 hereof and in the form attached hereto as Exhibit B;

(b) Affidavit of Seller in form reasonably satisfactory to Buyer and the Title Insurer, evidencing that there have been no improvements or repairs made to the Property within ninety (90) days preceding the Closing Date, and sufficient in form and content to cause the Title Insurer to eliminate any exception for mechanics liens from the title policy. Such affidavit shall also evidence that Seller is in sole possession of the Property, and shall contain a certification that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code and such other certifications as may be sufficient for the Title Insurer to insure the "gap" at Closing;

(c) Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

Section 11.0 Possession. Possession of the Property shall be delivered to Buyer on the Closing Date, subject to Seller's reserved easement and rights pursuant to the deed.

Section 12.0 Closing Costs. All closing costs shall be paid by Buyer, including but not limited to the following: survey, environmental site assessments, recording fees, Buyer's attorneys' fees, documentary stamp taxes, title search and premium for owner's title policy.

Section 13.0 Taxes and Assessments. The Property has been exempt from ad valorem taxes while owned by Seller. Accordingly, no tax pro-ration shall be made.

Section 14.0 Notices. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such notice, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission with confirmation of receipt or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as any party may by Notice to the other specify):

To Seller: JEA
Real Estate Services
21 W. Church Street (CC-6)
Jacksonville, Florida 32202-3139
Attention: Manager, Real Estate Services

To Buyer: _____

Notice shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

Section 15.0 Governing Law. The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida.

Section 16.0 Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

Section 17.0 Captions. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

Section 18.0 Assignment. This Agreement shall inure to the benefit of and be binding upon and is intended solely for the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; and no third party will have any rights, privileges or other beneficial interest herein or hereunder.

Section 19.0 Time is of the Essence. Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day.

Section 20.0 Interpretation. Should any of the provisions of this Agreement require interpretation, the party or parties interpreting or construing the same shall not apply a presumption that the terms herein shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties participated in the preparation hereof.

Section 21.0 Waiver. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or both parties of the time for performing any act shall not constitute a waiver at the time for performing any other act or any identical act required to be performed at a later time. No waiver hereunder shall be effective unless it is in writing.

IN WITNESS WHEREOF, Buyer and Seller have caused these presents to be signed in their names on the day and year set forth below.

SELLER:

JEA, a body politic and corporate

By: _____

Print Name: _____

Title: _____

Date: _____

BUYER:

EXHIBIT A

EXHIBIT B

Form of Deed w/ Reserved Seller Rights

[see attached]

November 7, 2018

Work Order No. 17-241.03
File No. 123J-06.03A

Access Parcel

A portion of Section 6, Township 5 South, Range 28 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 2283, page 1621, of the Public Records of said county, being more particularly described as follows:

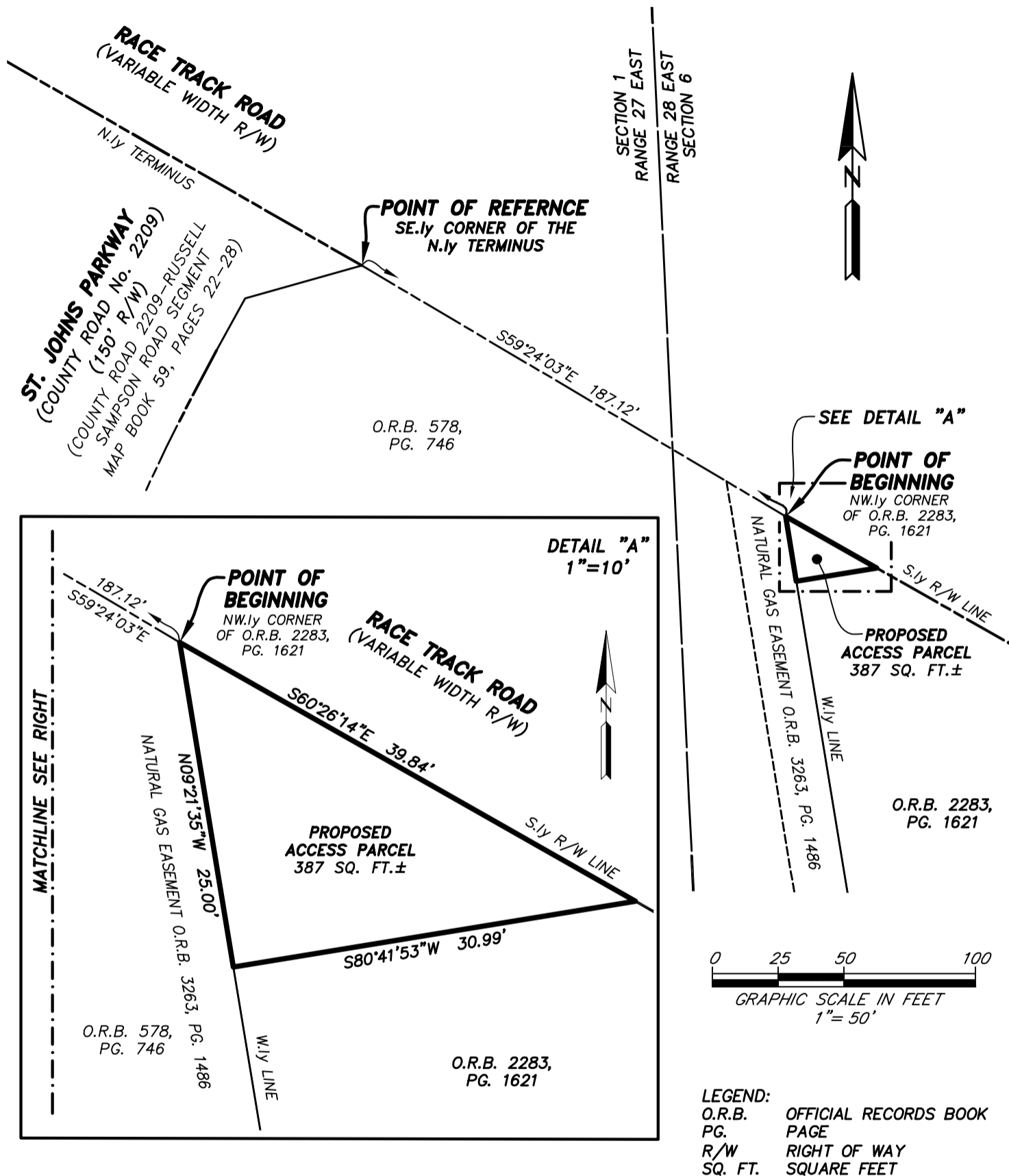
For a Point of Reference, commence at the Southeasterly corner of the Northerly terminus of St. Johns Parkway (County Road No. 2209), a 150 foot right of way as depicted on the plat of County Road 2209-Russell Sampson Road Segment, recorded in Map Book 59, pages 22 through 28, of the Public Records of said county, said corner lying on the Southerly right of way line of Race Track Road, a variable width right of way as presently established; thence South $59^{\circ}24'03''$ East, along said Southerly right of way line, 187.12 feet to the Point of Beginning.

From said Point of Beginning, thence South $60^{\circ}26'14''$ East, along said Southerly right of way line of Race Track Road, 39.84 feet; thence South $80^{\circ}41'53''$ West, departing said Southerly right of way line, 30.99 feet to a point lying on the Westerly line of those lands described and recorded in said Official Records Book 2283, page 1621; thence North $09^{\circ}21'35''$ West, along said Westerly line, 25.00 feet to the Northwesternly corner thereof and the Point of Beginning.

Containing 387 square feet, more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 6, TOWNSHIP 5 SOUTH, RANGE 28 EAST,
ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2283,
PAGE 1621, OF THE PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF RACE TRACK ROAD ROAD AS BEING SOUTH 59°24'03" EAST.



ROBERT M. ANGAS ASSOCIATES, INC.
SURVEYORS • PLANNERS • CIVIL ENGINEERS

14775 Old St. Augustine Road, Jacksonville, FL. 32258
Tel: (904) 642-8550 Fax: (904) 642-4165
Certificate of Authorization No.: LB 3624

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCALE: 1"=50'
DATE: NOVEMBER 7, 2018

ANDREW O. KNUPPEL
PROFESSIONAL SURVEYOR AND MAPPER
STATE of FLORIDA LS No. 6511