Board of Directors Meeting

Board Meeting will commence at 8:45AM, or immediately following the adjournment of Audit Committee Meeting.

September 28, 2026 08:45 AM

Agenda Topic	Presenter
Agenda	
I. Pledge of Allegiance/Moment of Silence	Patrick Kilbane
II. Approval of Minutes - Board of Directors Meeting - June 29, 2026	Chair Palmer Clarkson
III. Public Comments	
IV. Presentations:	
Milestone - James Baity, Manager, Building Maintenance Foreman - 30 years - Presented by Tripper Jones	
James Bennett UNF Scholarship - Presented by Beth McCague	
Survey Marker - Presented by Jason S. Harrah, USACE	
V. New Business	
AC2026-0828-01 BIMT New Entrance & Roadway PARS Construction Services, LLC	Tripper Jones
BD2026-09-01 Naming of the Western Entryway to Blount Island Marine Terminal the "James Bennett Way"	Tripper Jones
BD2026-09-02 Sovereignty Submerged Land Lease & Easement Renewal Dames Point Berth 19 West Channel East of Pond #7 (SSLL 160222132 & SSLE160222792)	Tripper Jones
BD2026-09-03 Access and Utility Easement for SBA Towers IX, LLC at Blount Island	Tripper Jones
AC2026-07-01 BIMT ZPMC Cranes #10776, 10777 & 10778 Crane Rail Brake System Installation & Refurbishment Global Rigging & Transport, LLC	Tripper Jones
BD2026-09-04 Operating and Lease Agreement with Jacksonville Port Terminal Railroad, LLC	Linda Williams

VI.	Chairman's Update	Chair Palmer Clarkson

Audit Committee Update - Vice Chair Soo Gilvarry
Proposed Slate of Board Officers for term beginning October 1, 2026 - September 30, 2027

VII.	CEO Update by Eric Green	Info Only
VIII.	Reports	
R2026-09-01	Engineering and Construction Update	Tripper Jones
R2026-09-02	Financial Highlights & Monthly Financials/Vital Statistics	Joey Greive
R2026-09-03	Commercial Highlights	Robert Peek
IX.	Other Business	Chair Palmer Clarkson

Approval of Travel - Chair Palmer Clarkson recommends approval of travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences during the months of August/September/October 2026.

Approval of CEO Travel by Incoming Chair

X. Miscellaneous

A. Awards Committee Meeting Minutes - July 16, 2026; August 28, 2026
B. Emergency Purchases - None
C. Unbudgeted Transactions - None

XI.	Adjourn	Chair Palmer Clarkson

BOARD OF DIRECTORS' MEETING
Jacksonville Port Authority
2831 Talleyrand Avenue
June 29, 2026

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, June 29, 2026, at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chair Palmer Clarkson participated in the meeting remotely via Zoom. At the Chair's request, Board Member Daniel Bean presided over the meeting. Mr. Bean called the meeting to order at 8:40AM and welcomed all attendees. Board Member Wendy Hamilton led the audience in the Pledge of Allegiance, followed by a moment of silence.

Board Members Attending:

Mr. Palmer Clarkson, Chair – via Zoom
Ms. Soo Gilvarry, Vice Chair
Mr. Tom Slater, Treasurer
Mr. Patrick Kilbane, Secretary – via Zoom
Mr. Daniel Bean, Member
Ms. Wendy Hamilton, Member
Mr. Charles Spencer, Member

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Mr. Joey Greive, Chief Financial Officer
Mr. Tripper Jones, Chief Operating Officer
Mr. Robert Peek, Chief Commercial Officer
Ms. Linda Williams, Chief Administrative Officer
Mr. Nick Primrose, Chief, Regulatory Compliance
Ms. Chelsea Kavanagh, Chief Communications Officer
Mr. Chris Miller, City Council Liaison
Ms. Regina Ross, Office of General Counsel
Ms. Rebecca Dicks, Board Liaison

Approval of Minutes

Mr. Bean called for approval of the April 27, 2026, Board of Directors Meeting Minutes. After a motion by Mr. Slater and a second by Ms. Hamilton, the Board unanimously approved the minutes as submitted.

Public Comments

Mr. Bean called for comments from the public. There were no public comments.

Presentation

COO Tripper Jones recognized Ronald Alford, Manager, Terminal Operations, for reaching his 30-year milestone and thanked him for his service.

New Business

BD2026-06-01 Proposed Operating and Capital Budget for FY2027

Mr. Joey Greive presented JAXPORT's proposed FY2027 Operating and Capital Budget for Board approval and subsequent submission to the City Council Finance Committee.

Mr. Bean recognized Audit Committee Chair Soo Gilvarry to provide a report on the Committee's review of the proposed budget. Ms. Gilvarry reported that the Audit Committee met earlier this morning and conducted a thorough review and discussion of the proposed FY2027 Operating and Capital Budget. Following its review and careful evaluation, the Committee unanimously voted to recommend approval of the budget to the Board.

Ms. Gilvarry expressed the Committee's appreciation to Mr. Greive and his team for their hard work, diligence, and commitment throughout the budget development process. On behalf of the Audit Committee, Ms. Gilvarry moved that the Board approves the proposed FY2027 Operating and Capital Budget.

Following a second by Mr. Clarkson, the Board unanimously approved the proposed FY2027 Operating and Capital Budget.

BD2026-06-02 Jacksonville Port Authority Revenue Bonds Series 2026A (AMT) and Series 2026B (Non-AMT)

Mr. Joey Greive presented this submission for Board approval of the Bond Issuance Resolution for the purposes of authorizing the issuance of the Series 2026 Bonds in a total principal amount not to exceed $60 million, providing for the award of the Series 2026 Bonds to the Underwriters, and approving the various actions set forth therein and authorizing the CEO, the CFO, or any other duly authorized agent of the Authority to execute and all associated documents on behalf of the Authority as it relates to the Series 2026 Bonds.

After a motion by Mr. Slater and a second by Mr. Clarkson, the Board voted to approve this submission.

BD2026-06-03 Donation of Parcels B&D (Submerged Land Lease #160339472) Donation to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Mr. Tripper Jones presented a request for Board approval related to Sovereign Submerged Land Lease Agreement No. 160339472 with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The lease, executed in 2006, authorizes JAXPORT to operate a two-slip docking facility for the exclusive mooring of Panamax cargo vessels in conjunction with the Dames Point Marine Terminal. The lease has a 25-year term beginning May 31, 2006.

Mr. Jones explained that a recent audit conducted by the Florida Department of Environmental Protection (FDEP) determined that Special Lease Condition 26 was not completed as required. Specifically, surveyed Parcels B and D identified in the legal description were not conveyed by donation to the Board of Trustees of the Internal Improvement Trust Fund at the time the lease was executed.

To satisfy the lease requirement and resolve the audit finding, Board approval was requested to accept the donation and authorize the conveyance of Parcels B and D to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Bureau of Land Acquisition, Division of State Lands, Florida Department of Environmental Protection.

Following a motion by Mr. Slater and a second by Ms. Gilvarry, the Board unanimously approved the submission.

AC2026-06-01 TMT ZPMC Crane #10487 Remove and Replace the Trolley Rail, Wheel, Clip, and Pad System – Global Rigging & Transport LLC

Mr. Tripper Jones presented this submission for Board approval of the issuance of an agreement to Global Rigging & Transport LLC for the Removal and Replacement of trolley wheels, rail, clip and pad system on ZMPC Crane #10487 in the total amount of $618,500.00.

After a motion by Mr. Spencer and a second by Ms. Gilvarry, the Board voted to approve this submission.

AC2026-06-02 BIMT Berth 20 Wharf Expansion CO#3 Rush Marine LLC

Mr. Tripper Jones presented this submission for Board approval of the issuance of Change Order No. 3 in the amount of $3,732,695.00 for Berth 20 Wharf Expansion at BIMT. The total amount of the contract, including Change Order No. 3, will be $55,380,493.00.

After a motion by Mr. Slater and a second by Mr. Spencer, the Board voted to approve this submission.

CEO UPDATE

Mr. Green thanked the Board for its support throughout the budget and bond approval process. He noted a significant milestone in that process was Moody's recent decision to upgrade JAXPORT's outlook from Stable to Positive. Mr. Green recognized Chairman Clarkson for participating in the discussions with Moody's and stated that the improved outlook reflects the rating agency's confidence in JAXPORT's disciplined investment strategy, strong financial stewardship, and the alignment between the Board and management in supporting the Port's long-term strategic growth.

Mr. Green noted that while the Board regularly hears from the Finance Department's leadership, they do not often have the opportunity to recognize the employees who perform the day-to-day work behind the scenes. He gave special recognition to Kathy, Iryna, Gabe, Brenda, Traci, Mike, Portia, Ron, Brandon and Gary, acknowledging their dedication and the significant role they play in supporting the budget and financial operations. Mr. Green stated that these employees consistently go above and beyond and deserve recognition for the outstanding work they do.

Mr. Green informed the Board that he recently joined members of JAXPORT's Commercial team on two business development initiatives focused on strengthening key global relationships. He reported that the first trip took the team to Central and South America, a growing market for JAXPORT, where they met with key ocean carriers and industry partners, including Maersk, ZIM, MSC, and Hapag-Lloyd. Mr. Green stated that the meetings reinforced JAXPORT's strong relationships and highlighted the value the Port provides in supporting the continued growth of U.S.-Latin America trade.

Mr. Green reported that he also traveled to Rotterdam with Business Development Director Alberto Cabrera to attend Breakbulk Europe, the largest event of its kind for the breakbulk and project cargo industry. While there, they met with global shippers, ocean carriers, and project cargo stakeholders to promote JAXPORT's capabilities and strengthen existing relationships. Mr. Green noted that the discussions underscored JAXPORT's commitment to expanding its breakbulk and project cargo business.

Mr. Green informed the Board that JAXPORT recently joined a state-led habitat restoration initiative in the St. Johns River basin to support eelgrass recovery following damage to submerged aquatic vegetation caused by Hurricanes Matthew and Irma. He explained that JAXPORT's funding will help restore a three-acre site in Lake George, contributing to the long-term health of the river and the habitat it provides for fish and other aquatic species. Mr. Green also recognized Susan Stewart for her leadership in managing the project and ensuring its successful implementation.

Mr. Green advised the Board that, with hurricane season underway, JAXPORT continues to work closely with its tenants to ensure the Port is prepared for potential storm events. He reported that JAXPORT recently held its annual hurricane preparedness meeting with tenants to review emergency protocols, provide updated guidance, and reinforce operational expectations to help ensure readiness across all port facilities.

Mr. Green advised the Board that, with hurricane season underway, JAXPORT continues to work closely with its tenants to ensure the Port is prepared for potential storm events.

He reported that JAXPORT recently held its annual hurricane preparedness meeting with tenants to review emergency protocols, provide updated guidance, and reinforce operational expectations to help ensure readiness across all port facilities.

Mr. Green concluded his update by providing an update on the James Bennett Memorial Endowed Scholarship. He reported that during the month of May, JAXPORT offered a dollar-for-dollar match for all donations, resulting in $17,800 in contributions. The scholarship fund has now raised a total of $84,000. Mr. Green noted that donations are still being accepted and that the scholarship contribution will be formally presented to the University of North Florida at the August Board meeting.

Reports

R2026-06-01 Engineering and Construction Update

Mr. Tripper Jones provided an overview of the key capital and engineering projects.

R2026-06-02 Financial Highlights & Monthly Financials/Vital Statistics

Mr. Joey Greive provided Financial Highlights for the month of May 2026 and provided an overview of the financial and vital statistics.

R2026-06-03 Commercial Highlights

Mr. Robert Peek provided updated commercial highlights to the Board in their books for the month of June 2026.

Other Business

After a motion by Mr. Clarkson and a second by Mr. Kilbane, the Board unanimously approved travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences and/or meetings during the months of June and July 2026.

There being no further business of the Board, the meeting adjourned at 9:35AM.

SUBMISSION FOR AWARDS COMMITTEE AND CHIEF EXECUTIVE OFFICER APPROVAL JACKSONVILLE PORT AUTHORITY

AC-2026-0828-01		08/28/2026
Reference No.	**File**	**Date**

SUBJECT: BIMT New Entrance & Roadway
JPA Project G/L No: B2024.03 **JPA Contract No.: C-1951**
PARS Construction Services LLC

COST: $5,158,774.00 ☒ **BUDGETED** ☐ **NON-BUDGETED**

BACKGROUND:

On April 2, 2026, Procurement Services solicited bids seeking qualified contractors to furnish all labor, materials, equipment, incidentals, testing and supervision necessary for Blount Island New Entrance & Roadway. The project consists of a new entrance road (2,073 LF) connecting Dave Rawls Blvd to Blount Island Blvd, a new Security Plaza with pre-engineered metal canopy, and a new 1,318 SF Security Building (public restrooms and security office) with associated parking, drainage, curb/gutter, and utility infrastructure. This project also includes demolition/disposal of the existing Fire Station building and new perimeter security fencing.

On July 14, 2026, Procurement Services received ten (10) conforming bids from Pars Construction Services, LLC, CW Matthews Contracting Co, Inc., KBT Contracting Corp., Superior Contracting Company SE, LLC, J.B. Coxwell Contracting, Inc., Baker Consulting & Engineering, GEC Trucking & Construction, Inc., Jax Utilities Management, Inc., Kirby Development Inc., J.D. Hinson and one (1) nonconforming bid from Atlantic Coast Sales & Services, Inc., (did not meet minimum requirements). After reviewing the conforming bids received, it is the consensus of the Engineering Department to recommend the award to PARS Construction Services LLC, who offered the lowest responsive and responsible bid.

EXPENSE CATEGORY:

☐ Renewal of existing services
☐ Replacement (end of life) or upgrade of equipment
☐ Related to new opportunity
☒Related to or part of CapEx strategy

This is a budgeted capital expense for FY 26 and will be funded with 50% JPA funds and 50% STA funds.

FINANCIAL:

Available Budget:	$5,675,436
Proposed Expense:	$5,674,651
Remaining Balance:	$ 785

RECOMMENDATION:

Management recommends that the Board of Directors approves the issuance of a contract to Pars Construction Services, LLC for the New Entrance & Roadway project at BIMT in the amount of $5,158,774.00 which includes $5,129,274.00 for the base bid and $29,500.00 for the Owner's Option. Management also requests approval of a 10% contingency totaling $515,877.40, bringing the overall approval amount to $5,674,651.40.

AC-2026-0828-01

Once necessary approvals are obtained by the Awards Committee Chairman, the Chief Executive Officer is authorized to sign purchase orders, agreements or contracts for the Award.

Attachments: **Pars Construction Services** Bid Form and Unofficial Bid results

ORIGINATED BY:

Jose Vazquez
Jose Vazquez (Aug 31, 2026 10:37:11 EDT)
Jose Vazquez, Senior Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Angelia Wilson
Angelia Wilson (Aug 31, 2026 09:50:51 EDT)
Angelia Wilson, Director, Procurement Services

AWARDS COMMITTEE ACTION

Approved **APPROVED / REJECTED / DEFERRED**

CONDITIONS OF APPROVAL (IF ANY):

Raynesha Jones
Raynesha Jones (Aug 28, 2026 16:38:59 EDT)
Raynesha Jones, Secretary to Awards Committee

Bradley Burch
Bradley Burch (Aug 28, 2026 13:12:10 EDT)
Bradley Burch, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

Approved **APPROVED / REJECTED / DEFERRED**

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Sep 1, 2026 14:22:19 CDT)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

______________________ **Rebecca Dicks, Corporate Secretary**

BOARD DECISION

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

______________________ **Board Chairman** ______________________ **Board Secretary**

Attachment No. 03 Bid Form "Rev. 2"

BID FORM
JAXPORT PROJECT NO.: B2024.03
JAXPORT CONTRACT NO.: C-1951
BIMT NEW ENTRANCE & ROADWAY
Blount Island Marine Terminal

BIDDER'S NAME: Pars Construction Services, LLC.

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. **C-1951**, at the following price:

Scope of Work: The Jacksonville Port Authority is seeking qualified contractors to furnish all labor, materials, equipment, incidentals, testing and supervision necessary to construct a new entrance and roadway at BIMT, in accordance with Scope of Work and Contract Specifications.

A.	BASE BID [LUMP SUM & UNIT COST]				
Item Number	Item Description	Unit	Unit Quantity	Unit Amount	Total Item Amount
1	Mobilization / Demobilization (60% / 40%)	LS			$ 24780.00
2	General Conditions / Erosion Control (BMP's)	LS			$ 103839.96
3	Maintenance of Traffic & Flagman (incl. design)	LS			$ 10466.60
4	Site Demolition (incl. asphalt, curb, flumes, and debris disposal)	LS			$ 43011.00
5	Embankment	CY	6,342	$ 27.14	$ 172.121.88
6	Excavation	CY	5,291	$ 11.80	$ 62433.80
7	Furnish & Install Stormwater Piping	LF	2,721	$ 105.02	$ 285759.42
8	Furnish & Install Stormwater Structures	EA	27	$ 5732.44	$ 154775.88
9	Furnish & Install StormTech Chambers & System	LS			$ 332642.00
10	Construct Retaining Wall (incl. wall material, concrete, reinforcing, guardrail, and all associated elements)	LS			$ 314,942.00
11	Furnish & Install Fencing (incl. gates)	LF	5,185	$ 49.56	$ 256968.60
12	Construct Concrete Curb and Gutter (incl. base, joints, backfill, and mulch/seed)	LF	805	$ 81.42	$ 65543.10
13	Construct Standard Duty Asphalt Roadway (incl. base, subbase, asphalt, final grading, and finishing)	SY	1,457	$ 42.48	$ 61893.36
14	Construct Heavy Duty Asphalt Roadway (incl. base, subbase, asphalt, final grading, and finishing)	SY	7,288	$ 70.80	$ 515,990.40
15	Grassing	SY	12,332	$ 3.54	$ 43655.28
16	Furnish & Install Pavement Markings	LS			$ 30331.90
17	Furnish & Install Light Poles (incl. all required above or below ground conduit, wiring, boxes, foundations, and associated elements)	LS			$ 66198.00
18.01	Concrete (incl. building slab, building footings, sidewalks, canopy islands, and all associated elements)	LS			$ 389400.00
18.02	Masonry (incl. all reinforced CMU Walls and associated elements)	LS			$ 85668.00
18.03	Metals (incl. structural steel framing, flashing, gutters, down spouts, trim, and associated elements)	LS			$ 84370.00
18.04	Wood, Plastic and Composites (incl. all interior walls, ceilings, fire treated blocking, custom casework, and associated elements)	LS			$ 64900.00
18.05	Thermal and Moisture Protection (incl. all fluid applied, self adhering, vapor barriers, insulation, wall panels, roof systems, and sealants)	LS			$ 194,700.00
18.06	Openings (incl. aluminum storefront, hollow metal frames, doors, and associated elements)	LS			$ 64900.00
18.07	Finishes (incl. paint, wall base, ceilings, and associated elements)	LS			$ 97350.00
18.08	Specialties (incl. toilet partitions, and all other restroom accessories)	LS			$ 77,880.00
18.09	Plumbing (incl. all below and above slab piping, supports/hangers, insulations, lavatories, sinks, faucets, water closets, hose bibs, and associated elements)	LS			$ 194700.00
18.10	Mechanical (incl. HVAC equipment, duct work, supports/hangers, grilles, insulation, and associated elements)	LS			$ 245,711.40
18.11	Electrical (incl. all above slab and below slab conduit, wiring, panels, devices, light fixtures, switches, conductors, boxes, supports/hangers, and associates elements)	LS			$ 427,042.00
18.12	Communications (incl. all above slab and below slab conduit, wiring, terminations, network switches, cameras, security devices, cable trays, boxes, supports/hangers, and associated elements)	LS			$ 304734.06
18.13	Pre-Engineered Metal Canopy (incl. all associated elements except footings)	LS			$ 201,190.00
18.14	Canopy Footings	CY	62	$ 590.00	$ 36580.00
18.15	Porta King Guard Booths (incl. HVAC and associated elements)	LS			$ 101999.44
18.16	Water/Sewer Service Connections	LS			$ 12795.92
A.	SUM OF ALL BASE BID WORK (Items 1 - 18)				$ 5129274.06

Attachment No. 03 Bid Form "Rev. 2"

BID FORM

JAXPORT PROJECT NO.: B2024.03
JAXPORT CONTRACT NO.: C-1951
BIMT NEW ENTRANCE & ROADWAY
Blount Island Marine Terminal

B.	OWNER'S OPTION [LUMP SUM]				
Item Number	Item Description	Unit	Unit Quantity	Unit Amount	Total Item Amount
19	Demolish & Dispose Existing Fire Station	LS			$ 29500.00-
B.				SUM OF ALL OWNER'S OPTION WORK (Item 19)	$ 29500.00-
C.				TOTAL BID AMOUNT LINES A+B (ITEMS 1-19)	$ 5158774.00

(Submission of more than one bid form for the same work by an individual, firm, partnership or corporation under the same or different names and/or any alterations, exceptions or comments contained within the bid form shall be grounds for rejection of the bid)

Basis of Award: The Authority reserves the right to award to the Bidder whose price is the lowest, based on Total Bid Amount Lines A+B (Items 1-19).

JAXPORT reserves the right to award this contract to the lowest, responsive, responsible bidder, whose bid is fully conforming to the requirements of the bid documents. Nevertheless, JAXPORT reserves the right to waive informalities or minor irregularities in any bid, to reject any or all bids, and to accept the bid which, in its judgment, will be in the best interest of JAXPORT. JAXPORT will be the sole judge of which proposal will be in its best interest and its decision will be final.

JAXPORT reserves the right to award this contract to the bidder offering the lowest price consistent with meeting all specifications, terms, conditions, delivery requirements set forth on this bid. No award will be made until all necessary inquiries have been made into the responsibility of the lowest conforming bidder and JAXPORT is satisfied that the lowest bidder met all the requirements, is qualified and has the necessary organization, capital and resources required to perform the work under the terms and conditions of the contract. JAXPORT reserves the right to accept or reject any or all proposals, in whole or in part.

Bidder's Attestation:

Initials: A-H **Date:** 7-14-24 I hereby attest, as the Bidder's authorized agent, that Firm is not owned, an affiliate of, or substantially controlled or influenced by the government of a foreign country of concern as defined below.

Under Florida Statutes, JAXPORT, like all state agencies and local government entities, is prohibited from entering into any contract or agreement with a foreign country of concern, which has been defined as "the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern."

JPA PROJECT NO.: B2024.03
JPA CONTRACT NO.: ITB_C-1951 BIMT NEW ENTRANCE & ROADWAY
Bid Open Date: WEDNESDAY, JULY 14, 2026 @ 2:00 PM

	ATLANTIC COAST SALES & SERVICE, INC. dba ATLANTIC COAST CONTRACTORS	PARS CONSTRUCTION SERVICES, LLC	CW MATTHEWS CONTRACTING CO INC.	KBT CONTRACTING CORP.	SUPERIOR CONTRACTING COMPANY SE, LLC	J.B. COXWELL CONTRACTING, INC.	BAKER CONSULTING & ENGINEERING dba BAKER DESIGN BUILD	GEC TRUCKING & CONSTRUCTION, INC.	JAX UTILITIES MANAGEMENT, INC.	KIRBY DEVELOPMENT, INC.	J.D. HINSON COMPANY
BID BOND:	■	■	■	■	■	■	■	■	■	■	■
COI FORM:	■	■	■	■	■	■	■	■	■	■	■
PEC FORM:	■	■	■	■	■	■	■	■	■	■	■
CCRSC FORM:	■	■	■	■	■	■	■	■	■	■	■
E-VERIFY:	■	■	■	■	■	■	■	■	■	■	■
BIDDERS MINIMUM REQUIREMENTS:	■	■	■	■	■	■	■	■	■	■	■
EB-1 FORM:	■	■	■	■	■	■	■	■	■	■	■
SEB FORM 1:	■	■	■	■	■	■	■	■	■	■	■
ADDENDA NO. 01 - 07:	■	■	■	■	■	■	■	■	■	■	■

JAXPORT BIMT NEW ENTRANCE BID PROPOSAL FORM

A. BASE BID (LUMP SUM & UNIT COST)

CONSTRUCT NEW ENTRANCE & ROADWAY

Item Number	Item Description	Unit	Unit Quantity	ATLANTIC COAST Unit Amount	ATLANTIC COAST Total Item Amount	PARS Unit Amount	PARS Total Item Amount	CW MATTHEWS Unit Amount	CW MATTHEWS Total Item Amount	KBT Unit Amount	KBT Total Item Amount
1	Mobilization / Demobilization (60% / 40%)	LS			$ 285,934.20		$ 24,780.00		$ 38,910.22		$ 270,000.00
2	General Conditions / Erosion Control (BMP's)	LS			$ 179,043.75		$ 103,839.96		$ 475,087.62		$ 738,000.00
3	Maintenance of Traffic & Flagman (incl. design)	LS			$ 15,915.00		$ 10,466.60		$ 45,461.46		$ 27,900.00
4	Site Demolition (incl. asphalt, curb, flumes, and debris disposal)	LS			$ 75,118.80		$ 43,011.00		$ 81,788.14		$ 70,800.00
5	Embankment	CY	6,342	$ 21.40	$ 135,718.80	$ 27.14	$ 172,121.88	$ 1.89	$ 11,986.38	$ 20.17	$ 127,918.14
6	Excavation	CY	5,291	$ 22.58	$ 119,470.78	$ 11.80	$ 62,433.80	$ 2.43	$ 12,857.13	$ 17.50	$ 92,592.50
7	Furnish & Install Stormwater Piping	LF	2,721	$ 122.11	$ 332,261.31	$ 105.02	$ 285,759.42	$ 106.50	$ 289,786.50	$ 115.09	$ 313,159.89
8	Furnish & Install Stormwater Structures	EA	27	$ 6,399.40	$ 172,783.80	$ 5,732.44	$ 154,775.88	$ 6,322.76	$ 170,714.52	$ 6,031.48	$ 162,849.96
9	Furnish & Install StormTech Chambers & System	LS			$ 229,235.86		$ 332,642.00		$ 286,885.25		$ 231,050.00
10	Construct Retaining Wall (incl. wall material, concrete, reinforcing, guardrail, and all associated elements)	LS			$ 337,132.75		$ 314,942.00		$ 274,767.43		$ 310,000.00
11	Furnish & Install Fencing (incl. gates)	LF	5,185	$ 85.77	$ 444,717.45	$ 49.56	$ 256,968.60	$ 46.14	$ 239,235.90	$ 45.00	$ 233,325.00
12	Construct Concrete Curb and Gutter (incl. base, joints, backfill, and mulch/seed)	LF	805	$ 49.43	$ 39,791.15	$ 81.42	$ 65,543.10	$ 30.87	$ 24,850.35	$ 46.58	$ 37,496.90
13	Construct Standard Duty Asphalt Roadway (incl. base, subbase, asphalt, final grading, and finishing)	SY	1,457	$ 57.89	$ 84,345.73	$ 42.48	$ 61,893.36	$ 46.30	$ 67,459.10	$ 54.56	$ 79,493.92
14	Construct Heavy Duty Asphalt Roadway (incl. base, subbase, asphalt, final grading, and finishing)	SY	7,288	$ 59.07	$ 430,502.16	$ 70.80	$ 515,990.40	$ 51.95	$ 378,611.60	$ 55.67	$ 405,722.96
15	Grassing	SY	12,332	$ 1.98	$ 24,417.36	$ 3.54	$ 43,655.28	$ 2.25	$ 27,747.00	$ 1.87	$ 23,060.84
16	Furnish & Install Pavement Markings	LS			$ 25,463.63		$ 30,331.90		$ 24,375.75		$ 25,800.00
17	Furnish & Install Light Poles (incl. all required above or below ground conduit, wiring, boxes, foundations, and associated elements)	LS			$ 172,673.51		$ 66,198.00		$ 161,011.24		$ 75,000.00
18.01	Concrete (incl. building slab, building footings, sidewalks, canopy islands, and all associated elements)	LS			$ 10,610.00		$ 389,400.00		$ 504,568.56		$ 297,355.00
18.02	Masonry (incl. all reinforced CMU Walls and associated elements)	LS			$ 132,625.00		$ 85,668.00		$ 160,697.83		$ 68,574.00
18.03	Metals (incl. structural steel framing, flashing, gutters, down spouts, trim, and associated elements)	LS			$ 93,365.25		$ 84,370.00		$ 93,180.00		$ 62,100.00
18.04	Wood, Plastic and Composites (incl. all interior walls, ceilings, fire treated blocking, custom casework, and associated elements)	LS			$ 37,125.00		$ 64,900.00		$ 84,241.37		$ 27,140.00
18.05	Thermal and Moisture Protection (incl. all fluid applied, self adhering, vapor barriers, insulation, wall panels, roof systems, and sealants)	LS			$ 92,028.25		$ 194,100.00		$ 122,855.78		$ 84,840.00
18.06	Openings (incl. aluminum storefront, hollow metal frames, doors, and associated elements)	LS			$ 67,028.25		$ 64,900.00		$ 118,302.51		$ 58,303.00
18.07	Finishes (incl. paint, wall base, ceilings, and associated elements)	LS			$ 64,300.25		$ 97,250.00		$ 78,749.83		$ 8,880.00
18.08	Specialties (incl. toilet partitions, and all other restroom accessories)	LS			$ 33,275.27		$ 77,800.00		$ 48,067.26		$ 41,200.00
18.09	Plumbing (incl. all below and above slab piping, supports/hangers, insulations, lavatories, sinks, faucets, water closets, hose bibs, and associated elements)	LS			$ 114,349.27		$ 193,700.00		$ 136,232.65		$ 230,000.00
18.10	Mechanical (incl. HVAC equipment, duct work, supports/hangers, grilles, insulation, and associated elements)	LS			$ 118,063.20		$ 245,715.00		$ 138,960.11		$ 172,500.00
18.11	Electrical (incl. all above slab and below slab conduit, wiring, panels, devices, light fixtures, switches, conductors, boxes, supports/hangers, and associates elements)	LS			$ 443,977.07		$ 437,043.00		$ 577,360.76		$ 589,000.00
18.12	Communications (incl. all above slab and below slab conduit, wiring, terminations, network switches, cameras, security devices, cable trays, boxes, supports/hangers, and associated elements)	LS			$ 79,575.00		$ 300,736.00		$ 150,065.62		$ 47,000.00
18.13	Pre-Engineered Metal Canopy (incl. all associated elements except footings)	LS			$ 197,031.25		$ 201,190.00		$ 252,081.37		$ 352,000.00
18.14	Canopy Footings	CY	62	$ 6,095.50	$ 378,041.00	$ 590.00	$ 36,580.00	$ 1,396.16	$ 86,561.92	$ 900.00	$ 55,800.00
18.15	Porta King Guard Booths (incl. HVAC and associated elements)	LS			$ 87,130.00		$ 181,990.00		$ 112,256.76		$ 96,000.00
18.16	Water/Sewer Service Connections	LS			$ 15,755.25		$ 12,795.00		$ 8,910.00		$ 14,850.00
A. SUM OF ALL BASE BID WORK (ITEMS 1 - 19)				$	5,802,361.24	$	5,529,250.00	$	5,251,580.00	$	5,429,712.11

Item Number	SUPERIOR Unit Amount	SUPERIOR Total Item Amount	COXWELL Unit Amount	COXWELL Total Item Amount	BAKER Unit Amount	BAKER Total Item Amount	GEC Unit Amount	GEC Total Item Amount
1		$ 200,000.00		$ 87,003.03		$ 135,330.00		$ 215,743.00
2		$ 611,029.15		$ 1,024,216.27		$ 694,225.00		$ 856,588.06
3		$ 140,021.00		$ 37,695.14		$ 15,643.41		$ 40,000.00
4		$ 550,000.00		$ 174,615.66		$ 78,817.65		$ 268,000.00
5	$ 18.00	$ 114,156.00	$ 16.55	$ 104,960.10	$ 34.07	$ 217,971.24	$ 24.16	$ 153,222.72
6	$ 15.00	$ 79,365.00	$ 6.30	$ 33,333.30	$ 21.23	$ 112,357.41	$ 18.66	$ 98,730.06
7	$ 170.00	$ 462,570.00	$ 147.09	$ 400,231.89	$ 105.07	$ 286,903.67	$ 109.90	$ 299,037.90
8	$ 7,700.00	$ 207,900.00	$ 6,904.01	$ 186,408.27	$ 5,756.00	$ 155,435.76	$ 5,398.32	$ 145,754.64
9		$ 300,000.00		$ 255,765.41		$ 334,060.20		$ 294,585.50
10		$ 300,000.00		$ 324,305.86		$ 316,284.73		$ 310,610.30
11	$ 76.35	$ 395,874.75	$ 52.66	$ 273,042.10	$ 57.24	$ 296,789.40	$ 44.47	$ 230,576.95
12	$ 30.00	$ 24,150.00	$ 19.67	$ 15,834.35	$ 81.77	$ 65,824.85	$ 64.75	$ 52,123.75
13	$ 40.00	$ 58,280.00	$ 51.00	$ 74,307.00	$ 42.66	$ 62,155.62	$ 93.07	$ 135,602.99
14	$ 60.00	$ 437,280.00	$ 55.25	$ 402,662.00	$ 71.10	$ 518,176.80	$ 77.59	$ 565,475.92
15	$ 5.50	$ 67,826.00	$ 5.31	$ 65,482.92	$ 4.15	$ 51,177.80	$ 6.73	$ 82,994.36
16		$ 22,000.00		$ 23,112.50		$ 30,461.22		$ 37,950.00
17		$ 195,000.00		$ 73,230.97		$ 5,925.15		$ 77,000.00
18.01		$ 360,000.00		$ 378,175.56		$ 393,773.16		$ 386,150.00
18.02		$ 81,500.00		$ 79,233.50		$ 133,261.65		$ 112,875.00
18.03		$ 70,000.00		$ 78,032.99		$ 328,260.25		$ 117,712.50
18.04		$ 80,000.00		$ 60,025.38		$ 107,909.45		$ 15,050.00
18.05		$ 105,000.00		$ 180,076.14		$ 27,664.00		$ 58,587.50
18.06		$ 65,000.00		$ 60,025.38		$ 41,758.78		$ 70,627.50
18.07		$ 25,500.00		$ 90,038.08		$ 56,726.83		$ 76,679.75
18.08		$ 37,000.00		$ 72,030.46		$ 40,320.67		$ 70,627.50
18.09		$ 190,000.00		$ 180,076.14		$ 260,706.79		$ 148,350.00
18.10		$ 207,000.00		$ 227,256.10		$ 218,267.28		$ 155,032.20
18.11		$ 156,500.00		$ 394,967.01		$ 580,916.34		$ 875,000.00
18.12		$ 80,000.00		$ 281,845.57		$ 320,275.59		$ 110,000.00
18.13		$ 250,000.00		$ 186,078.68		$ 285,402.83		$ 292,600.00
18.14	$ 1,750.00	$ 108,500.00	$ 600.25	$ 37,215.50	$ 1,140.02	$ 70,681.24	$ 325.00	$ 20,150.00
18.15		$ 80,000.00		$ 94,338.29		$ 82,670.82		$ 151,300.00
18.16		$ 32,000.00		$ 38,883.06		$ 12,850.47		$ 62,667.90
A. SUM OF ALL BASE BID WORK (ITEMS 1 - 19)	$	6,050,720.70	$	5,997,370.16	$	6,130,768.74	$	6,587,406.00

Item Number	JAX UTILITIES Unit Amount	JAX UTILITIES Total Item Amount	KIRBY Unit Amount	KIRBY Total Item Amount	J.D. HINSON Unit Amount	J.D. HINSON Total Item Amount
1		$ 51,194.30		$ 184,086.50		$ 633,803.50
2		$ 265,169.20		$ 909,180.93		$ 569,250.00
3		$ 5,200.00		$ 55,445.00		$ 253,000.00
4		$ 92,884.28		$ 116,483.66		$ 208,598.50
5	$ 18.34	$ 116,312.28	$ 18.90	$ 119,863.80	$ 51.68	$ 327,754.56
6	$ 25.46	$ 134,708.86	$ 16.93	$ 89,576.63	$ 15.18	$ 80,317.38
7	$ 152.68	$ 415,442.28	$ 127.24	$ 346,220.04	$ 197.73	$ 538,023.33
8	$ 5,688.84	$ 153,598.68	$ 8,406.88	$ 226,985.76	$ 6,911.20	$ 186,602.40
9		$ 299,074.65		$ 246,557.04		$ 336,821.02
10		$ 273,436.80		$ 233,434.43		$ 506,000.00
11	$ 62.11	$ 322,040.35	$ 63.57	$ 329,610.45	$ 58.44	$ 303,011.40
12	$ 93.95	$ 75,629.75	$ 99.20	$ 79,856.00	$ 31.63	$ 25,462.15
13	$ 85.46	$ 124,515.22	$ 98.19	$ 143,062.83	$ 47.68	$ 69,469.76
14	$ 57.93	$ 422,193.84	$ 70.64	$ 514,824.32	$ 53.43	$ 389,397.84
15	$ 4.72	$ 58,207.04	$ 10.71	$ 132,075.72	$ 8.03	$ 99,025.96
16		$ 27,847.59		$ 27,847.30		$ 60,500.00
17		$ 182,569.40		$ 80,245.00		$ 47,719.98
18.01		$ 416,046.88		$ 423,099.40		$ 386,316.70
18.02		$ 158,675.00		$ 196,145.00		$ 119,596.40
18.03		$ 262,281.25		$ 1,030,838.00		$ 111,928.63
18.04		$ 118,043.75		$ 67,147.00		$ 24,492.82
18.05		$ 228,036.88		$ 201,369.60		$ 141,988.66
18.06		$ 300,477.09		$ 82,038.60		$ 73,527.16
18.07		$ 161,056.51		$ 159,292.20		$ 56,295.25
18.08		$ 115,168.57		$ 62,032.20		$ 22,121.22
18.09		$ 276,168.75		$ 272,401.00		$ 407,753.06
18.10		$ 234,918.75		$ 187,352.00		$ 302,858.16
18.11		$ 850,682.70		$ 305,233.40		$ 728,939.09
18.12		$ 137,637.50		$ 605,368.60		$ 373,406.00
18.13		$ 281,616.50		$ 163,201.00		$ 322,895.76
18.14	$ 1,127.72	$ 69,918.64	$ 500.00	$ 31,000.00	$ 1,951.61	$ 120,999.82
18.15		$ 118,977.03		$ 31,000.00		$ 84,401.13
18.16		$ 20,269.68		$ 18,444.72		$ 44,211.75
A. SUM OF ALL BASE BID WORK (ITEMS 1 - 19)	$	6,770,000.00	$	7,671,318.13	$	7,956,489.39

B. OWNER'S OPTION (LUMP SUM)

Item Number	Item Description	Unit	Unit Quantity	ATLANTIC COAST Unit Amount	ATLANTIC COAST Total Item Amount	PARS Unit Amount	PARS Total Item Amount	CW MATTHEWS Unit Amount	CW MATTHEWS Total Item Amount	KBT Unit Amount	KBT Total Item Amount	SUPERIOR Unit Amount	SUPERIOR Total Item Amount	COXWELL Unit Amount	COXWELL Total Item Amount
19	Demolish & Dispose Existing Fire Station	LS			$ 56,726.20		$ 29,300.00		$ 67,315.00		$ 25,200.00		$ 39,000.00		$ 118,242.89
B. SUM OF ALL OWNER'S OPTION WORK (ITEM 19)				$	56,726.20	$	29,300.00	$	67,315.00	$	25,200.00	$	39,000.00	$	118,242.89
C. TOTAL BID AMOUNT LINES A+B (ITEMS 1-19)				$	5,859,087.44	$	5,558,550.00	$	5,318,895.00	$	5,454,912.11	$	6,089,720.70	$	6,115,613.05
NOTES:				*NUMBERS IN RED DIFFER THAN SUBMITTED BID FORM											

Item Number	BAKER Unit Amount	BAKER Total Item Amount	GEC Unit Amount	GEC Total Item Amount	JAX UTILITIES Unit Amount	JAX UTILITIES Total Item Amount	KIRBY Unit Amount	KIRBY Total Item Amount	J.D. HINSON Unit Amount	J.D. HINSON Total Item Amount
19		$ 57,254.72		$ 23,760.00		$ 35,000.00		$ 45,000.00		$ 42,955.00
B. SUM OF ALL OWNER'S OPTION WORK (ITEM 19)	$	57,254.72	$	23,760.00	$	35,000.00	$	45,000.00	$	42,955.00
C. TOTAL BID AMOUNT LINES A+B (ITEMS 1-19)	$	6,188,023.46	$	6,611,166.00	$	6,805,000.00	$	7,716,318.13	$	7,999,444.39
NOTES:	*NUMBERS IN RED DIFFER THAN SUBMITTED BID FORM *CCRSC FORM SUBMITTED INCOMPLETE		*NUMBERS IN RED DIFFER THAN SUBMITTED BID FORM				*NUMBERS IN RED DIFFER THAN SUBMITTED BID FORM *ADDENDA NO. 5-7 ACKNOWLEDGED IN E-BUILDER			

Recording Secretary: Elijah Wright
Elijah Wright (Jul 17, 2026 13:00:28 EDT)

[redacted]

C-1951 APPARENTLY CONFORMING

Witness: Jerrie Gunder
Jerrie Gunder (Jul 17, 2026 13:01:53 EDT)

Witness: Raynesha Jones
Raynesha Jones (Jul 21, 2026 08:48:13 EDT)

Director, Procurement Services: Angelia Wilson
Angelia Wilson (Jul 21, 2026 15:20:27 EDT)

August 4, 2026

Atlantic Coast Sales & Service, Inc. d.b.a. Atlantic Coast Contractors
ATTN: Bradley Clark
5909 St. Augustine Rd., Suite 2
Jacksonville, FL 32207

Email: bradc@atlcoast.org

Subj.: JPA Contract No. ITB_C-1951
BIMT NEW ENTRANCE & ROADWAY
for the Jacksonville Port Authority

Dear Mr. Clark:

This letter is to advise that your bid for the above referenced project has been ruled non-responsive and will not be considered for award for failure to meet the "Minimum Requirements" as outlined in the invitation to bid package.

Thank you for your interest in doing business with JAXPORT. If you should have any questions, please call me at (904) 357-3058.

Sincerely,

Angelia Wilson
Angelia Wilson (Aug 4, 2026 15:43:43 EDT)

Angelia Wilson
Director, Procurement Services

BD2026-09-01

SUBMISSION FOR BOARD APPROVAL

SUBJECT: **Naming of the Western Entryway to Blount Island Marine Terminal the "James Bennett Way"**

COST: NA **BUDGETED:** N/A

SOURCE OF FUNDS: NA

BACKGROUND: James Bennett honorably served JAXPORT for eight years, first as Senior Director of Engineering and Construction, and beginning in 2022, as Chief Operating Officer. In these roles, he oversaw and implemented JAXPORT's annual capital growth program of more than $250 million. His leadership contributed to the significant expansion of Blount Island's container and vehicle-handling capabilities, as well as improvements to the port's marine and landside infrastructure, assets, and equipment. He also played a vital role in transforming the port's capabilities through the completion of major growth projects, including the deepening of the Jacksonville shipping channel to 47 feet.

Mr. Bennett brought extensive transportation expertise to JAXPORT, drawing on decades of experience in roadway planning and traffic operations. His work improved traffic flow and access throughout the port and helped ensure the safe and efficient movement of customers, cargo, and commerce.

Mr. Bennett's contributions to JAXPORT were extraordinary. Tragically, he passed away on December 8, 2025, as a result of an automobile accident. One of his final projects was the development of a plan to ease traffic congestion at Blount Island Marine Terminal by creating a new entryway and security plaza on the western side of the terminal.

STATUS: Through formal Board Action, JAXPORT management has been authorized to award a contract for the construction of a new western entryway and security plaza at Blount Island Marine Terminal.

RECOMMENDATION: To honor James Bennett's contributions to JAXPORT in a public and lasting way, management recommends that the Board of Directors authorize the naming of the new western entryway at Blount Island Marine Terminal as "James Bennett Way."

BD2026-09-01

SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

James T. Jones
Chief Operating Officer

James Jones
James Jones (Sep 15, 2026 14:59:21 EDT)

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green, CEO

Eric B. Green
Eric B. Green (Sep 15, 2026 15:00:36 EDT)

Signature and Date

BOARD APPROVAL:

September 28, 2026
Meeting Date

Rebecca Dicks/Corporate Secretary

ATTEST:

Patrick Kilbane, Secretary

J. Palmer Clarkson, Chairman

A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY AUTHORIZING THE NAMING OF THE NEW WESTERN ENTRY ROADWAY AT BLOUNT ISLAND MARINE TERMINAL, UPON COMPLETION OF CONSTRUCTION, AS "JAMES BENNETT WAY" IN HONOR OF JAMES BENNETT

WHEREAS, the Jacksonville Port Authority (JAXPORT) has approved a contract for construction of a new western entry roadway and security plaza at Blount Island Marine Terminal; and

WHEREAS, James Bennett honorably served JAXPORT for eight years, first as Senior Director of Engineering and Construction, overseeing the port's marine and landside infrastructure development and its engineering and construction operations; and

WHEREAS, in that role, Mr. Bennett helped transform the port's capabilities through the completion of major growth projects, including the $375 million deepening of the Jacksonville shipping channel to 47 feet - a project supporting thousands of jobs in the Jacksonville area - as well as significant improvements to the port's landside assets and equipment, including berths and cranes, and renovations to the JAXPORT Cruise Terminal; and

WHEREAS, in 2022, Mr. Bennett was promoted to Chief Operating Officer of JAXPORT, overseeing the port's three marine terminals, Engineering and Construction Department, and implementation of an annual capital growth program exceeding $250 million, including the significant expansion of Blount Island Marine Terminal's container and vehicle-handling capabilities; and

WHEREAS, Mr. Bennett brought exceptional transportation expertise to JAXPORT, drawing upon decades of experience in roadway planning and traffic operations to improve traffic flow and access throughout the port, helping ensure the safe and efficient movement of customers, cargo, and commerce; and

WHEREAS, Mr. Bennett was a frequent contributor to the Authority's Board meetings, where his detailed knowledge of major capital projects and preparedness earned the confidence and respect of the Board of Directors; and

WHEREAS, Mr. Bennett was known for his extraordinary leadership, dedication, unwavering commitment to his work and colleagues, and uplifting spirit; and

WHEREAS, Mr. Bennett tragically passed away on Monday, December 8, 2025, as a result of an automobile accident, and his loss is deeply felt by his family, friends, colleagues, constituents, and all who had the honor of working with him.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Jacksonville Port Authority:

Section 1. Honoring and Remembering James Bennett. The Jacksonville Port Authority hereby honors and commemorates the life, legacy and lasting contributions of James Bennett by naming the new western entry roadway at Blount Island Marine Terminal, upon completion of construction, "James Bennett Way."

Section 2. Effective Date. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 28th day of September 2026.

ATTEST:

(Official Seal)

JACKSONVILLE PORT AUTHORITY

____
J. Palmer Clarkson, Chair

____
Patrick Kilbane, Secretary

BD2026-09-02

SUBMISSION
FOR BOARD APPROVAL

SUBJECT: SOVEREIGNTY SUBMERGED LAND LEASE AND EASEMENT RENEWAL DAMES POINT BERTH 19 WEST CHANNEL EAST OF POND #7 (SSLL 160222132 and SSLE 160222792)

COST: $0.00 (Renewal Fee) **BUDGETED:** N/A

SOURCE OF FUNDS: N/A

BACKGROUND: JAXPORT entered into a Sovereign Submerged Land Lease and associated Easement Agreement, Nos.160222132 and 160222792 respectively, with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“State”) in 2000 for the described parcel of land to be used solely for a future berth and access channel. The lease and easement have subsequently been renewed every five (5) years for continued retention on the same terms and conditions as the original lease and easement.

The Florida Department of Environmental Protection (FDEP”) reviewed the lease and easement for renewal in June 2025. FDEP subsequently submitted the renewal documents to JAXPORT on August 13, 2026, and August 18, 2026, for review, acceptance, and signatures.

STATUS: There is no cost to JAXPORT for the lease and easement renewal. The State will finalize the renewal upon acceptance.

RECOMMENDATION: Recommendation is hereby made that the Jacksonville Port Authority Board of Directors accept and approve the SSLL and SSLE renewal and authorize the Chief Executive Officer, or his designee, to execute all documents necessary for the Submerged Land Lease and Easement renewal as shown in the attachments.

ATTACHMENTS:

Map showing location of Sovereignty Submerged Lands Lease and Easement with Sketch of Property Description

Exhibit “A”: Sovereignty Submerged Lands Lease Instruments Number 160222132

Exhibit “B”: Sovereignty Submerged Lands Easement Instruments Number 160222792

BD2026-09-02

SUBMISSION
FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

James T. Jones, COO

James Jones
James Jones (Sep 17, 2026 15:20:43 EDT)

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green, CEO

Eric B. Green
Eric B. Green (Sep 17, 2026 16:08:39 EDT)

Signature and Date

BOARD APPROVAL:

Meeting Date:

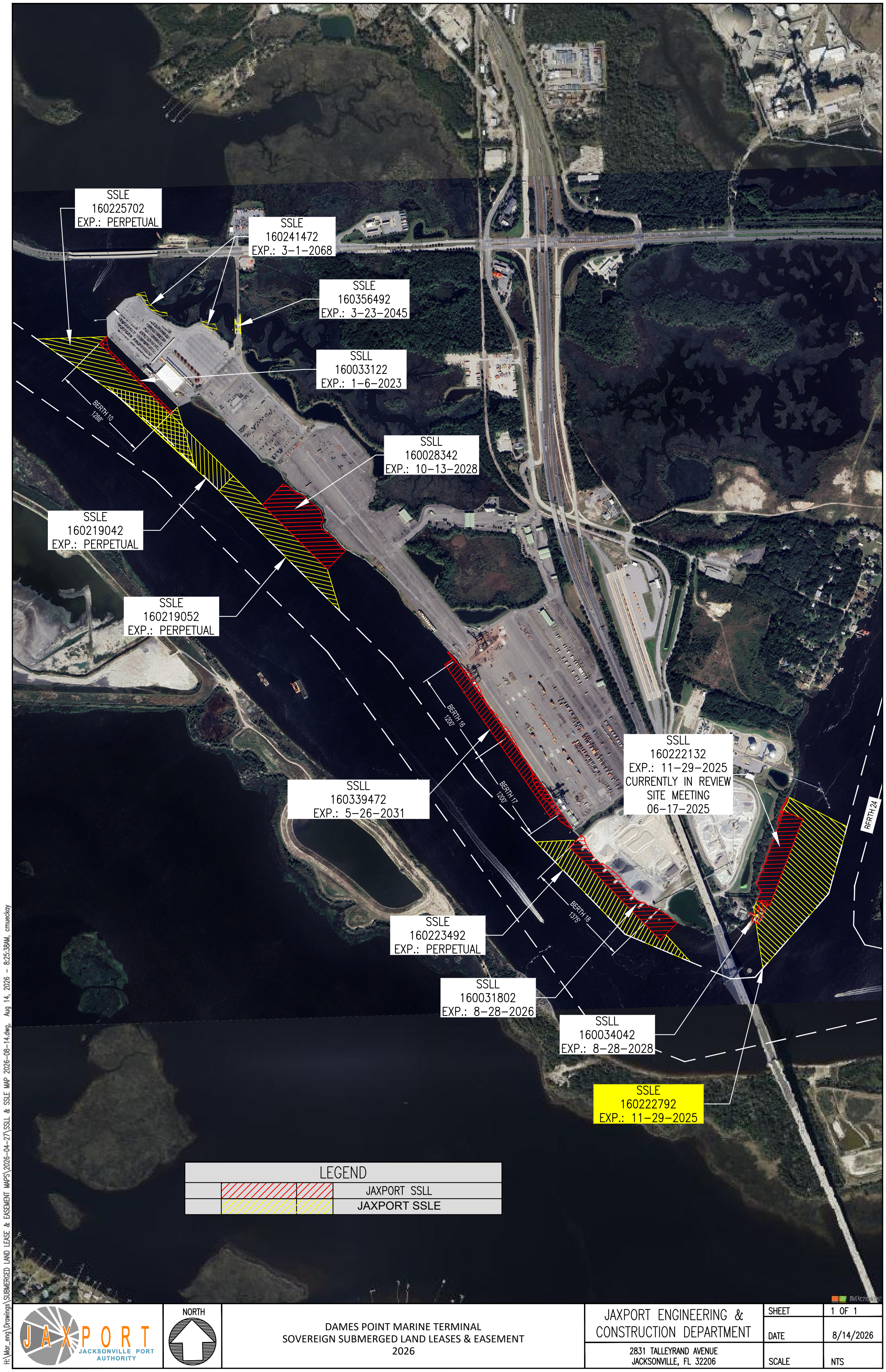
September 28, 2026

Rebecca Dicks/Recording Secretary

ATTEST:

Patrick Kilbane, Secretary

J. Palmer Clarkson, Chairman


SSLE
160225702
EXP.: PERPETUAL
SSLE
160241472
EXP.: 3-1-2068
SSLE
160356492
EXP.: 3-23-2045
SSLL
160033122
EXP.: 1-6-2023
SSLL
160028342
EXP.: 10-13-2028
SSLE
160219042
EXP.: PERPETUAL
SSLE
160219052
EXP.: PERPETUAL
BERTH 10
1288'
BERTH 16
1200'
BERTH 17
1200'
BERTH 18
1375'
BERTH 24
SSLL
160222132
EXP.: 11-29-2025
CURRENTLY IN REVIEW
SITE MEETING
06-17-2025
SSLL
160339472
EXP.: 5-26-2031
SSLE
160223492
EXP.: PERPETUAL
SSLL
160031802
EXP.: 8-28-2026
SSLL
160034042
EXP.: 8-28-2028
SSLE
160222792
EXP.: 11-29-2025
LEGEND
JAXPORT SSLL
JAXPORT SSLE
JAXPORT
JACKSONVILLE PORT AUTHORITY
NORTH
DAMES POINT MARINE TERMINAL
SOVEREIGN SUBMERGED LAND LEASES & EASEMENT
2026
JAXPORT ENGINEERING &
CONSTRUCTION DEPARTMENT
2831 TALLEYRAND AVENUE
JACKSONVILLE, FL 32206
SHEET
1 OF 1
DATE
8/14/2026
SCALE
NTS

This Instrument Prepared By:
Chace Wise
Action No. 51802
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32303

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 160222132

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Jacksonville Port Authority, a body politic and corporate, hereinafter referred to as the Lessee, the sovereignty submerged lands as defined in Rule 18-21.003, Florida Administrative Code, contained within the following legal description:

> A parcel of sovereignty submerged land in Section 42 and un-surveyed Section 25, Township 01 South, Range 27 East, in St Johns River, Duval County, Florida, containing 306,662 square feet, more or less, as is more particularly described and shown on Attachment A, dated August 25, 2000.

TO HAVE THE USE OF the hereinabove described premises from November 29, 2025, the effective date of this lease renewal, through November 29, 2030, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 1-slip docking facility and wharf to be used exclusively for mooring of a cruise ship in conjunction with an upland cruise ship terminal, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 16-172980-002-EI, dated January 23, 2006, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[02/29]

2. LEASE FEES: The Lessee is exempt from annual lease fees as authorized by Section 253.77(4), Florida Statutes, for activities associated with the continued safe navigation of deepwater shipping commerce.

3. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

7. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

8. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

9. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

10. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

11. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

12. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

13. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

14. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

15. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

16. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

17. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

18. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

19. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

20. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

21. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

22. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

23. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

24. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in “cruises to nowhere,” where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. SPECIAL LEASE CONDITIONS:

A. During the term of this lease and all subsequent lease renewal terms, Lessee shall maintain permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation and shall be required to replace the signs in the event they become faded, damaged, or outdated. Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, “Manatee Educational Signs,” which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street – 6A, Tallahassee, Florida 32399-1600 (phone 850/922-4330).

B. The Lessee shall install and maintain bumpers or fenders which provide at least four feet of standoff from the bulkhead or wharf under maximum operational compression.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature:________________________________

Printed Name:______________________________

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature:________________________________

Printed Name:______________________________

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: ____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Florida Department of Environmental Protection
Division of State Lands
3800 Commonwealth Blvd
Tallahassee, FL 32399

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of ______________, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

_________________________ 8/11/2026
DEP Attorney Date

____
Notary Public, State of Florida

____
Printed, Typed or Stamped Name

My Commission Expires:

____
Commission/Serial No.__________________

WITNESSES:

Signature:____________________________________

Printed Name:________________________________

Address:_____________________________________

____

Signature:____________________________________

Printed Name:________________________________

Address:_____________________________________

____

Jacksonville Port Authority,
a public body politic and corporate (SEAL)

BY: ____
Original Signature of Executing Authority

Eric Green
Typed/Printed Name of Executing Authority

Chief Executive Officer
Title of Executing Authority

Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206-0005

"LESSEE"

STATE OF____________________

COUNTY OF__________________

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this ______ day of ________________, 20____, by Eric Green as Chief Executive Officer, for and on behalf of Jacksonville Port Authority, a public body politic and corporate. He is personally known to me or who has produced ________________, as identification.

My Commission Expires:

____

Commission/Serial No.__________________

____
Signature of Notary Public

Notary Public, State of_________________________________

____
Printed, Typed or Stamped Name

Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

) AUG 29 PM 1 45

STATE OF FLORIDA
DEP - NE DISTRICT
JACKSONVILLE

July 31, 2000
Revised:
August 25, 2000

Work Order No. s00-198A
Dames Point Cruise Terminal
Page 1 of 2

SUBMERGED LAND LEASE AREA

A portion of Submerged Sovereign Lands of the State of Florida lying in the St. Johns River, Unsurveyed Section 25, Township 1 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of Tract "E", Dames Point Replat as recorded in Plat Book 28, pages 25, 25A & 25B of the current Public Records of said county; thence South 67°04'00" East, along the Northerly line of said Tract "E", 1663 feet, more or less, to its intersection with the Mean High Water Line of said St. Johns River; thence Southwesterly along said Mean High Water Line the following five courses: (1) South 15°31'27" West, 38.34 feet; (2) South 17°00'57" West, 30.48 feet; (3) South 26° 14'09" West, 51.31 feet; (4) South 33°00'49" West, 50.47 feet; (5) South 35°10'57" West, 49.45 feet to an angle point in said Mean High Water Line and to the Point of Beginning.

From the Point of Beginning, thence continue along said Mean High Water Line the following thirty-four courses: (1) North 88°31'06" West, 20.73 feet; (2) North 21°05'05" East, 19.08 feet; (3) North 47°49'12" East, 16.21 feet; (4) North 25°22'51" East, 41.61 feet; (5) North 36°39'57" East, 49.29 feet; (6) North 24°24'31" East, 33.79 feet; (7) North 07°10'38" West, 17.01 feet; (8) North 83°48'34" West, 6.31 feet; (9) South 19°49'58" West, 13.07 feet; (10) South 22°51'07" West, 47.54 feet; (11) South 37°10'41" West, 38.57 feet; (12) South 24°48'00" West, 44.53 feet; (13) South 27°23'48" West, 28.60 feet; (14) South 23°04'35" West, 35.90 feet; (15) South 17°18'11" West, 37.65 feet; (16) South 25°24'57" West, 49.30 feet; (17) South 11°42'50" West, 40.25 feet; (18) South 04°02'27" East, 19.02 feet; (19) North 19°26'04" East, 38.77 feet; (20) North 27°21'58" East, 37.94 feet; (21) North 30°07'07" East, 47.35 feet; (22) North 16°39'53" East, 28.20 feet; (23) North 32°22'45" West, 8.45 feet; (24) North 36°52'05" East, 12.40 feet; (25) South 56°08'47" East, 12.93 feet; (26) South 10°57'50" West, 41.52 feet; (27) South 20°41'22" West, 48.21 feet; (28) South 18°56'53" West, 47.48 feet; (29) South 27°33'56" West, 45.90 feet; (30) South 20°56'36" West, 53.52 feet; (31) South 27°02'16" West, 48.99 feet; (32) South 20°47'55" West, 40.53 feet; (33) South 23°02'42" West, 40.16 feet; (34) South 27°37'45" West, 36.09 feet to a point on said Mean High Water Line; thence South 23°13'54" West, departing said Mean High Water Line, 161.18 feet to an intersection with said Mean High Water Line; thence Southeasterly and Southwesterly along said Mean High Water Line the following twenty-one

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August 25, 2000

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Page 2 of 2

courses: (1) South 51°11'36" East, 4.03 feet; (2) South 17°13'52" West, 36.78 feet; (3) South 14°43'49" West, 47.48 feet; (4) South 04°29'10" West, 41.17 feet; (5) South 68°42'07" West, 26.65 feet; (6) South 76°47'59" West, 6.52 feet; (7) South 33°18'00" West, 19.35 feet; (8) South 05°25'59" West, 41.80 feet; (9) South 26°21'16" East, 38.56 feet; (10) South 78°21'20" West, 22.10 feet; (11) South 52°16'29" West, 41.09 feet; (12) South 24°09'29" West, 42.75 feet; (13) South 25°06'41" West, 50.90 feet; (14) South 15°23'30" West, 42.27 feet; (15) South 17°16'00" East, 31.26 feet; (16) South 26°19'30" East, 37.48 feet; (17) South 37°20'28" East, 34.04 feet; (18) South 38°06'53" East, 9.41 feet; (19) South 20°55'12" West, 44.66 feet; (20) South 23°49'45" West, 47.88 feet; (21) South 24°57'57" West, 47.19 feet to a point on said Mean High Water Line; thence South 67°04'00" East, departing said Mean High Water Line, 177.14 feet; thence North 22°56'00" East, 1200.00 feet; thence North 65°32'29" West, 278.86 feet to the Point of Beginning.

Containing 7.04 acres, more or less.

NORTHEAST DISTRICT
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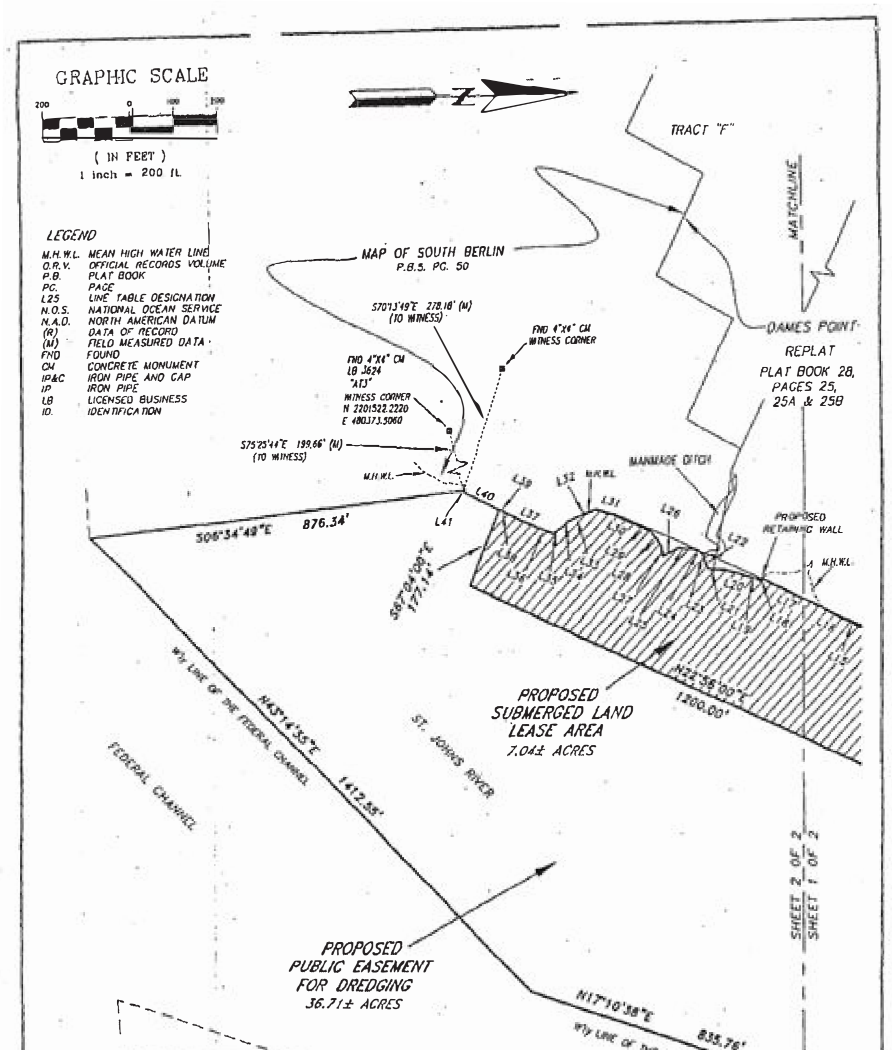
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S15°31'27"W	25.21'
L2	S15°31'27"W	13.13'
L3	S15°31'27"W	38.34'
L4	S17°00'57"W	30.48'
L5	S26°14'09"W	51.31'
L6	S33°00'49"W	50.47'
L7	S35°10'57"W	49.45'

	LINE TABLE	
LINE	BEARING	DISTANCE
L42	N88°31'06"W	20.73'
L43	N21°05'05"E	19.08'
L44	N47°49'12"E	16.21'
L45	N25°22'51"E	41.61'
L46	N36°39'57"E	49.29'
L47	N24°24'31"E	33.79'
L48	N07°10'38"W	17.01'
L49	N83°48'34"W	6.31'
L50	S19°49'58"W	13.07'
L51	S22°51'07"W	47.54'
L52	S37°10'41"W	38.57'
L53	S24°48'00"W	44.53'
L54	S27°23'48"W	28.60'
L55	S23°04'35"W	35.90'
L56	S17°18'11"W	37.65'
L57	S25°24'57"W	49.30'
L58	S11°42'50"W	40.25'
L59	S04°02'27"E	19.02'
L60	N19°26'04"E	38.77'
L61	N27°21'58"E	37.94'
L62	N30°07'07"E	47.35'
L63	N16°39'53"E	28.20'
L64	N32°22'45"W	8.45'
L65	N36°52'05"E	12.40'
L66	S56°08'47"E	12.93'
L8	S10°57'50"W	41.52'
L9	S20°41'22"W	48.21'
L10	S18°56'53"W	47.48'
L11	S27°33'56"W	45.90'
L12	S20°56'36"W	53.52'
L13	S27°02'16"W	48.99'
L14	S20°47'55"W	40.53'
L15	S23°02'42"W	40.16'
L16	S27°37'45"W	36.09'
L17	S23°13'54"W	161.18'
L18	S51°11'36"E	4.03'
L19	S17°13'52"W	36.78'
L20	S14°43'49"W	47.48'
L21	S04°29'10"W	41.17'
L22	S68°42'07"W	26.65'
L23	S76°47'59"W	6.52'
L24	S33°18'00"W	19.35'
L25	S05°25'59"W	41.80'
L26	S26°21'16"E	38.56'
L27	S78°21'20"W	22.10'
L28	S52°16'29"W	41.09'
L29	S24°09'29"W	42.75'
L30	S25°06'41"W	50.90'
L31	S15°23'30"W	42.27'
L32	S17°16'00"E	31.26'
L33	S26°19'30"E	37.48'
L34	S37°20'28"E	34.04'
L35	S38°06'53"E	9.41'
L36	S20°55'12"W	44.66'
L37	S23°49'45"W	47.88'
L38	S24°57'57"W	47.19'
L39	S24°57'57"W	47.32'
L40	S25°51'14"W	89.03'
L41	S66°54'55"W	6.41'

Attachment A
Page 10 of 28 Pages
Sovereignty Submerged Lands Lease No. 160222132



LINE TABLE		
LINE	BEARING	DISTANCE
L15	S23°02'42"W	40.16'
L16	S27°37'45"W	36.09'
L17	S23°13'34"W	161.18'
L18	S51°11'36"E	4.03'
L19	S17°13'52"W	36.78'
L20	S14°43'49"W	47.48'
L21	S04°29'10"W	41.17'
L22	S68°42'07"W	26.65'
L23	S78°47'39"W	6.52'
L24	S33°18'00"W	19.35'
L25	S05°25'38"W	41.80'
L26	S26°21'16"E	38.56'
L27	S78°21'20"W	22.10'
L28	S52°16'29"W	41.09'
L29	S24°09'29"W	42.75'
L30	S25°06'41"W	50.90'
L31	S15°23'30"W	42.27'
L32	S17°18'00"E	31.26'
L33	S26°19'30"E	37.48'
L34	S37°20'28"E	34.04'
L35	S88°06'53"E	9.41'
L36	S20°55'12"W	44.66'
L37	S23°49'45"W	47.88'
L38	S24°37'37"W	47.19'
L39	S24°37'37"W	47.32'
L40	S25°31'14"W	89.03'
L41	S66°54'35"W	6.41'

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NOTES

1) BEARINGS BASED ON THE NORTHERLY LINE OF TRACT "E", DAMES POINT REPLAT, PLAT BOOK 28, PAGE 25, 25A & 25B AS BEING SOUTH 67° 04' 00" EAST.
2) BOUNDARY AND MEAN HIGH WATER INFORMATION DEPICTED HEREON FROM SURVEY BY ROBERT M. ANGAS ASSOCIATES, INC., DATED JULY 27, 2000, FILE No. 115E-15.
3) MEAN HIGH WATER ELEVATION OF 2.03 FEET (NGVD 1929) PER THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEY AND MAPPING, JULY 7, 2000.
4) ELEVATIONS BASED ON A FOUND CONCRETE MONUMENT WITH DISK, STAMPED "0219 F 1977", LYING 0.1 MILES NORTHWESTERLY OF THE INTERSECTION OF AUGUST DRIVE AND DAMES POINT ROAD, 30.0 FEET SOUTHWESTERLY OF THE CENTERLINE OF AUGUST DRIVE. (N.O.S. TIDAL BENCH MARK) ELEVATION 7.18 FEET (NGVD 1929).
5) COORDINATES BASED ON STATE PLANE GRID VALUES IN SURVEY FEET (Florida East Zone 901, N.A.D. 1983).
6) THE DISTANCE BETWEEN THE JAXPORT/CELOTEX RIPARIAN BOUNDARY LINE AND THE NORTHERLY LINE OF THE PROPOSED PUBLIC EASEMENT FOR DREDGING THERE IS NO LESS THAN 25 FEET.

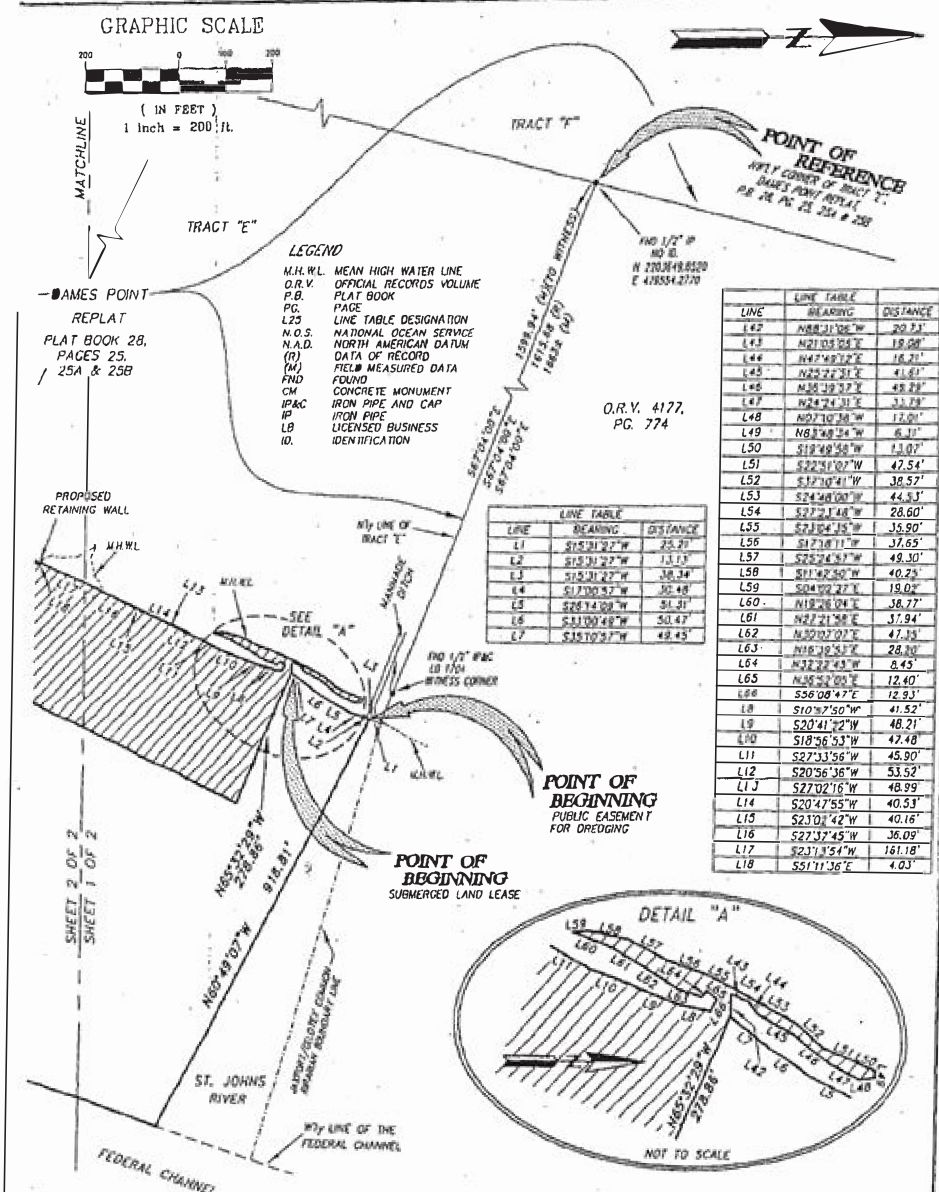
REVISED AUGUST 25, 2000 TO AMEND BOUNDARY.

SHEET 1 OF 2

Attachment A
Page 11 of 28 Pages
Sovereignty Submerged Lands Lease No. 160222132

SPECIFIC PURPOSE SURVEY TO SHOW

PROPOSED PUBLIC EASEMENT FOR DREDGING AND PROPOSED SUBMERGED LAND LEASE OF A PORTION OF SUBMERGED SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING IN THE ST. JOHNS RIVER, UNSURVEYED SECTION 25, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S15°31'27"W	25.21'
L2	S15°31'27"W	13.13'
L3	S15°31'27"W	38.34'
L4	S17°00'57"W	30.48'
L5	S26°14'09"W	51.31'
L6	S33°00'48"W	50.47'
L7	S35°10'57"W	49.45'

LINE TABLE		
LINE	BEARING	DISTANCE
L42	N88°31'06"W	20.23'
L43	N21°05'05"E	19.08'
L44	N47°49'12"E	16.21'
L45	N25°22'31"E	41.61'
L46	N36°39'37"E	45.29'
L47	N24°24'31"E	33.79'
L48	N07°10'38"W	17.01'
L49	N83°48'34"W	6.31'
L50	S19°49'58"W	13.07'
L51	S22°31'07"W	47.54'
L52	S37°10'41"W	38.57'
L53	S24°48'00"W	44.53'
L54	S27°23'48"W	28.60'
L55	S23°04'35"W	35.90'
L56	S17°38'11"W	37.65'
L57	S25°24'57"W	49.30'
L58	S11°47'50"W	40.25'
L59	S04°02'27"E	19.02'
L60	N19°26'04"E	38.77'
L61	N22°21'38"E	37.94'
L62	N30°07'07"E	47.35'
L63	N16°39'53"E	28.20'
L64	N32°22'43"W	8.45'
L65	N36°52'05"E	12.40'
L66	S56°08'47"E	12.93'
L8	S10°57'50"W	41.52'
L9	S20°41'22"W	48.21'
L10	S18°56'53"W	47.48'
L11	S27°33'56"W	45.90'
L12	S20°56'36"W	53.52'
L13	S27°02'16"W	48.99'
L14	S20°47'55"W	40.53'
L15	S23°01'42"W	40.16'
L16	S27°37'45"W	36.09'
L17	S23°13'54"W	161.18'
L18	S51°11'36"E	4.03'

REVISED AUGUST 25, 2000 TO AMEND BOUNDARY.

SEE SHEET 2 FOR NOTES

SHEET 1 OF 2

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

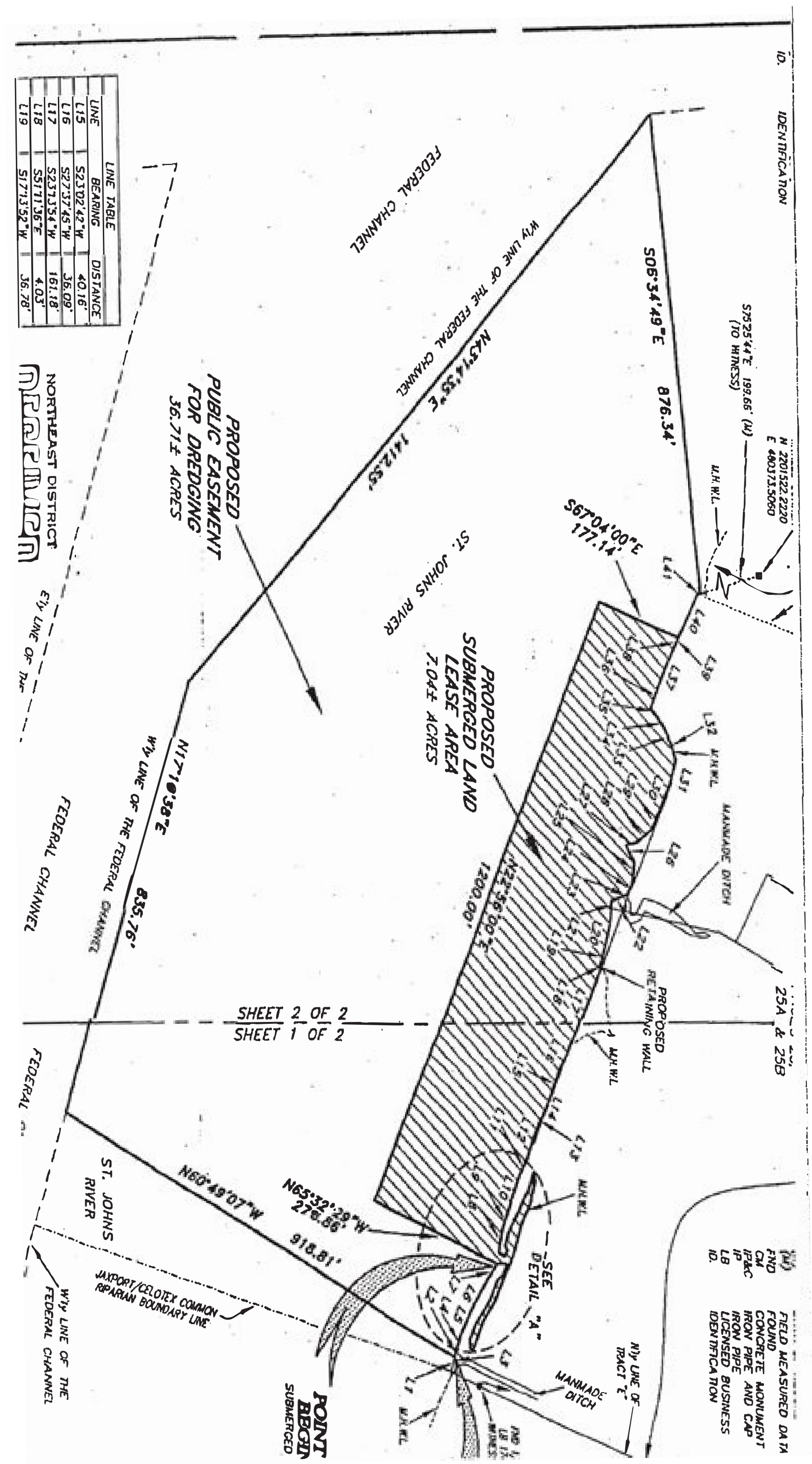
Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

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

NORTHEAST DISTRICT
RECEIVED
AUG 29 2000
DEP-JACKSONVILLE

JOSEPH LESLIE REYNOLDS, II
PROFESSIONAL SURVEYOR AND MAPPER
STATE of FLORIDA P.S.M. No. 5517

SCALE: 1" = 200'   DATE: JULY 31, 2000



Attachment A
Page 13 of 28 Pages
Sovereignty Submerged Lands Lease No. 160222132

Prepared by and Return to:
Theresa R. Matchett
Assistant General Counsel
600 City Hall
Jacksonville, FL 322

7523 PG 1466

OFFICIAL RECORDS

WARRANTY DEED

THIS INDENTURE is made this 25th day of February, 1993, by **THE NORTH SHORE CORPORATION,** a Florida corporation, whose address is c/o Carl M. Stewart, Esquire, Post Office Box 479, Jacksonville, Florida 32201 ("Grantor") to the **JACKSONVILLE PORT AUTHORITY,** a public body politic and corporate, existing under Chapter 63-1447, Laws of Florida, whose address is 2701 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of **Four Million and No/100 Dollars ($4,000,000.00)** and other valuable considerations, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

3

See Exhibit "A" attached hereto and incorporated herein by reference.

R.E. Numbers:
109283-0000; 109285-0000; 109286-0000; 109305-0000; 109306-0000; 109307-0000; 109308-0000; 109309-0000; 109310-0000; 109311-0000; 109312-0000; 109313-0000; 109314-0000; 109315-0000; 109316-0000; 109322-0000; 109323-0000; 109324-0000; 109325-0000; 109326-0000; 109327-0000; 109328-0000; 109332-0000; 109333-0000; 109334-0000; 109335-0000; 109336-0000; 109341-0000; 109342-0000; 109343-0000; 109344-0000; 109353-0000; 109354-0000; 109355-0000; 109356-0000; 109357-0000; 109358-0000; 109359-0000; 109360-0000; 109361-0000; 109362-0000; 109363-0000; 109364-0000; 109365-0000; 109369-0000; 109370-0000; 109371-0000; 109372-0000; 109373-0000; 109374-0000; 109375-0000; 109376-0000; 109377-0000; 109378-0000; 109379-0000; 109380-0000; 109381-0000; 109382-0000; 109383-0000; 109384-0000; 109385-0000; 109386-0000; 109387-0000; 109388-0000; 109389-0000; 109390-0000; 109391-0000; 109392-0000; 109401-0000; 109402-0000; 109403-0000; 109404-0000; 109405-0000; 109406-0000; 109407-0000; 109408-0000; 109409-0000; 109410-0000; 109411-0000; 109412-0000; 109413-0000; 109414-0000; 109415-0000; 109416-0000; 109417-0000; 109418-0000; 109419-0000; 109420-0000; 109421-0000; 109429-0000; 109430-0000; 109431-0000; 109432-0000.

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

TO HAVE AND HOLD the same in fee simple forever.

Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Documentary Tax Pd F.S. 201.02 $ 28,000.00
Documentary Tax Pd F.S. 201.08 $
Intangible Tax Pd F.S. 199
Receipt # 514557
Henry W. Cook, Clerk of Circuit Court Duval County
[signature] Deputy Clerk

Attachment B
Page 14 of 28 Pages
Sovereignty Submerged Lands Lease No. 160222132

OL.7523 PG1467

OFFICIAL RECORDS

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name the day and year above written.

Signed and sealed in our Presence:

B. Karen Shaw
B. KAREN SHAW
(print name)

Marie Richards
MARIE RICHARDS
(print name)

THE NORTH SHORE CORPORATION, a Florida Corporation

By: Howard G. Sloane
(print name:) HOWARD G. SLOANE
(Title:) PRESIDENT

(Corporate Seal)

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 1993 by Howard G. Sloane as President of The North Shore Corporation., a Florida corporation, on behalf of the corporation. He/she is personally known to me ~~or produced~~ __________ ~~as identification~~ and did not take an oath.

Beatrice H. McDade
(print name:) BEATRICE H. MCDADE
NOTARY PUBLIC. State of New York at Large
My Commission Expires: [illegible]/95

OL7523 PG1468

OFFICIAL RECORDS

PARCEL 1

Tract D, except portion conveyed in Official Records Volume 1040, page 654 and Official Records Volume 5287, page 1117; Tract F, except portion conveyed in Official Records Volume 1040, page 654 and Official Records Volume 5979, page 1467 and Tract E, DAMES POINT REPLAT, according to plat thereof as recorded in Plat Book 28, page 25, 25A and 25B, of the current public records of Duval County, Florida, excepting any portion lying within State Road.

PARCEL 2

Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 1; Lots 2, 3, 4, 5, 6, 7 and 8, Lots 12, 13, 14, 15, 16 and 17, Block 2; Lots 4, 5, 6 and 7, Lots 16, 17, 18, 19, 20, 21 and 22, Block 3; Lots 1, 2, 3, 4, 5 and 6, Lots 10, 11, 12, 13 and 14, Block 4; Lots 1, 2, 3, 4, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 5; Lots 1, 2, 3, 4, 5, 6 and 7, Block 6; Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, Lots 37, 38, 39 and 40, Block 7, DAMES POINT MANOR, according to plat thereof as recorded in Plat Book 28,

pages 66 and 66A, of the current public records of Duval County, Florida, excepting portions of Lots 8 and 12, Block 2; Lots 7 and 16, Block 3; Lots 9, 10, 28 and 29, Block 7 lying within Expressway Right of Way.

93-0023864
FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

93 FEB 25 PM 3:17
RECORD VERIFIED
CLERK OF CIRCUIT COURT

Prepared by
Theresa R. Matchett
Assistant General Counsel
1300 City Hall
Jacksonville, FL 32202

(4) 1694-1021
Item 94-76
DS - 5,139.40
RCD - 15.00 (3)

Bk: 7948
Pg: 2490 - 2492
Doc# 94155327
Filed & Recorded
10/04/94
03:30:29p.m.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. $ 15.00
DEED $ 5,139.40
Total $5,154.40

Book 7948 Pg 2490

WARRANTY DEED

THIS INDENTURE is made this 23rd day of September, 1994, by **EDWIN L. LIPSCHUTZ,** an unmarried individual, whose address is 5432 Floral Bluff Road, Jacksonville, Florida 32211, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY,** a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Seven Hundred Thirty Four Thousand One Hundred Eighty Dollars and No/100 Dollars ($734,180.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof by this reference. (Parcel 160)

RE#109195-0000

The above described property is not homestead property under the Constitution of the State of Florida or Florida Statutes.

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

TO HAVE AND HOLD the same in fee simple forever.

Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in her name the day and year above written.

Signed and Sealed in Our Presence as Witnesses:

Theresa R. Matchett
(sign name)

Theresa R. Matchett
(print name)

Melanie Modlin
(sign name)

Melanie Modlin
(print name)

GRANTOR:

x Edwin L. Lipschutz
Edwin L. Lipschutz

Social Security No:
[redacted]

Return To: H. Joseph O'Shields, Esquire
Rogers, Towers, Bailey, Jones & Gay
1301 Gulf Life Drive, Suite 1500
Jacksonville, Fl 32207

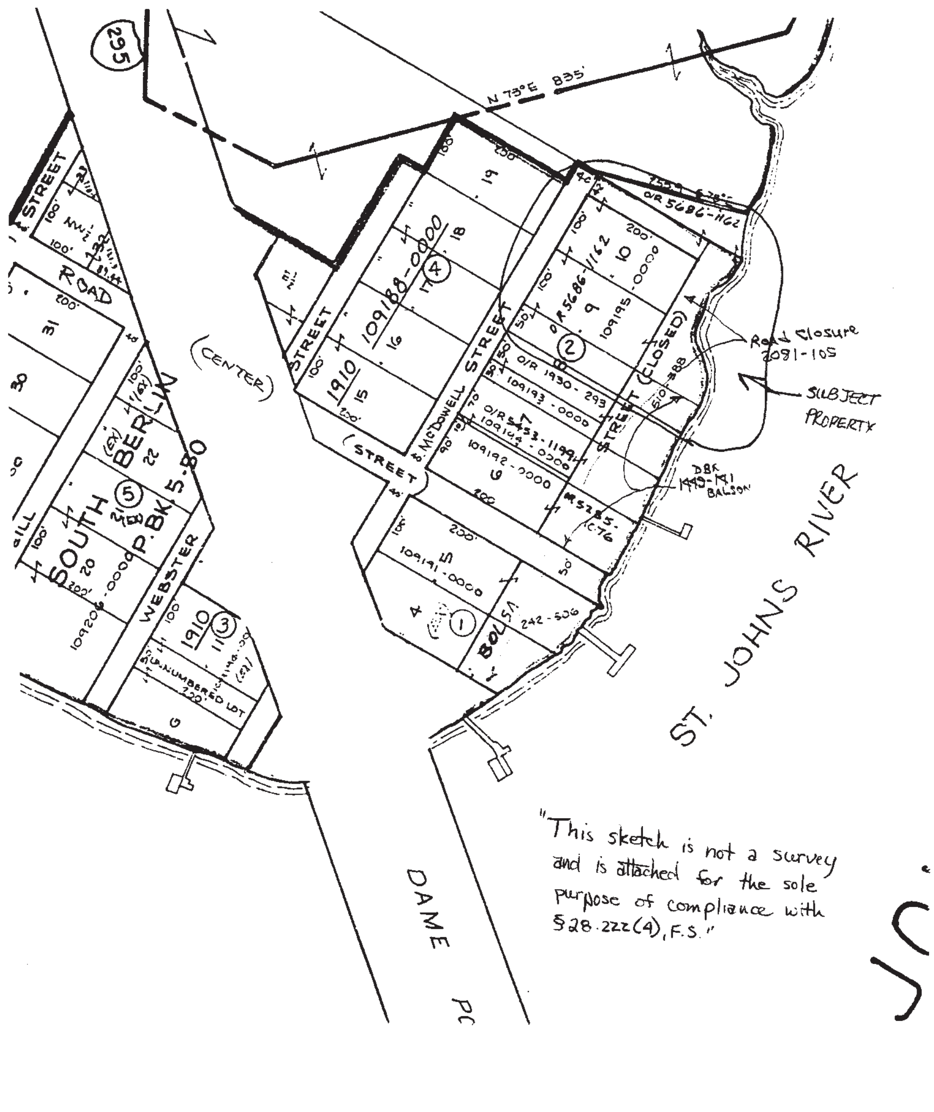
Book 7948 Pg 2491

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of September 1994, by Edwin L. Lipschutz. He is personally known to me or has produced drivers license as identification and did not take an oath.

NOTARY PUBLIC
Melanie M. Modlin
No. CC396055
Comm. Exp. 8/27/98
STATE OF FLORIDA

Melanie Modlin
(sign name)
Melanie Modlin
(print name)
Notary Public, State of Florida at Large.
My commission expires:



Attachment B
Page 18 of 28 Pages
Sovereignty Submerged Lands Lease No. 160222132

Book 7948 Pg 2492

EXHIBIT "A"

The North ½ of Lot 8 and all of Lots 9 and 10, Block 2, South Berlin according to the plat thereof recorded in Plat Book 5, page 50 of the Current Public Records of Duval County, Florida, together with a part of Von Balsam Street closed by Petition No. 469 and other lands lying Northerly and Easterly thereof, more particularly described as follows:

Begin at an iron in the Easterly line of McDowell Street (a 40.0 foot right of way) that is 250.0 feet North of the Northerly line of Dames Point Road (formerly Center Street); thence North 27°-50'-50" East, 292.0 feet to the Southerly line of Tract E, Dames Point Replat as recorded in Plat Book 28, pages 25, 25A and 25B of the Current Public Records of said County; thence South 78°-43'-40" East, 212.0 feet more or less along the South line of said Tract E to its intersection with the waters of the St. Johns River; thence Southerly along the waters of said river following its meanderings thereof 365.0 feet more or less to its intersection with the Easterly production of the South line of the North ½ of said Lot 8; thence North 62°-08'-40" West, 284.0 feet more or less along the South line of the North ½ of said Lot 8 to the Point of Beginning.

Bk: 9172
Pg: 1079 - 1081
Doc# 98313265
Filed & Recorded
12/28/98
11:59:43 A.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. $ 15.00

Book 9172 Pg 1079

WARRANTY DEED

THIS INDENTURE is made this 9th day of December, 1998, by **ALAN F. CURTIS** and **JANICE E. CURTIS**, his wife, whose address is 8831 Dames Point Road, Jacksonville, Florida 32226, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Four Hundred Ninety Five Thousand, Three Hundred Sixty Three and 00/100 Dollars ($495,363.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE# 109192-0000

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

TO HAVE AND HOLD the same in fee simple forever.

Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

THIS INSTRUMENT IS NOT SUBJECT TO DOCUMENTARY STAMPS UNDER THREAT OF EMINENT DOMAIN PROCEDURES PURSUANT TO THE PROVISIONS OF 12B-4.014 (14), FLORIDA ADMINISTRATIVE CODE.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in her name the day and year above written.

Signed and Sealed in Our Presence as Witnesses:	**GRANTOR:**
Melanie M. Modlin (sign name)	Alan F. Curtis Alan F. Curtis
Melanie M. Modlin (print name)	SS# [redacted]
Deborah G. Claytor (sign name)	
Deborah G. Claytor (print name)	
Melanie M. Modlin (sign name)	Janice E. Curtis Janice E. Curtis
Melanie M. Modlin (print name)	SS# [redacted]
Deborah G. Claytor (sign name)	
Deborah G. Claytor (print name)	

3

Attachment B
Page 20 of 28 Pages
Sovereignty Submerged Lands Lease No. 160222132

Book 9172 Pg 1080

Prepared by and return To: Melanie M. Modlin
Properties Specialist
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of December 1998, by Alan F. Curtis and Janice E. Curtis, his wife. They are personally known to me or have produced drivers license as identification and did not take an oath.

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Shawana D. Catus
CC 787277
1, 2002
D THRU
BONDING CO., INC.

Notary Public, State of Florida at Large.

My Commission expires: 12/01/2002

Shawana D. Catus
Commission # CC 787277
Expires DEC. 1, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

Book 9172 Pg 1081

EXHIBIT "A"

A portion of Block II, according to map of South Berlin, Section 41, Township 1 South, Range 27 East, Duval County, Florida, as recorded in Plat Book 5, page 50, of the current public records of Duval County, Florida, together with a portion of Unsurveyed Section 25, Township and Range aforementioned, said portions being more particularly described as follows: For point of beginning, commence at the most Westerly corner of said Block II, and run in a Northeasterly direction along the Northwesterly boundary of said Block II, 90.0 feet to a point; run thence in a Southeasterly direction parallel with the Westerly boundary of said Block II to the channel of the St. Johns River; run thence in a Southwesterly direction up said channel, 90.0 feet, more or less, to where same is intersected by the Southeasterly prolongation of the Westerly boundary of said Block II, run thence in a Northwesterly direction along said prolongation and along said Block II boundary, to the point of beginning.

Bk: 9172
Pg: 1160 - 1162
Doc# 98313292
Filed & Recorded
12/28/98
12:16:47 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. $ 15.00

Book 9172 Pg 1160

WARRANTY DEED

THIS INDENTURE is made this 1st day of December, 1998, by **LILLIAN V. CURTIS**, a single person whose address is 4320 McDowell Street, Jacksonville, Florida 32226, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Three Hundred Sixty Nine Thousand, Three Hundred Forty Three and 00/100 Dollars ($369,343.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE#109193-0000

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

TO HAVE AND HOLD the same in fee simple forever.

Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

THIS INSTRUMENT IS NOT SUBJECT TO DOCUMENTARY STAMPS UNDER THREAT OF EMINENT DOMAIN PROCEDURES PURSUANT TO THE PROVISIONS OF 12B-4.014 (14), FLORIDA ADMINISTRATIVE CODE.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in her name the day and year above written.

Signed and Sealed in Our Presence as Witnesses:

Melanie Modlin
(sign name)

Melanie Modlin
(print name)

Vicki M Lewis
(sign name)

Vicki M. LEWIS
(print name)

GRANTOR:

Lillian V. Curtis
Lillian V. Curtis

SS# [redacted]

Prepared by and return to: Melanie M. Modlin
Properties Specialist
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206

STATE OF FLORIDA
COUNTY OF DUVAL

Book 9172 Pg 1161

The foregoing instrument was acknowledged before me this 1st day of December 1998, by Lillian V. Curtis. She is personally known to me or has produced drivers license as identification and did not take an oath.

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Shawana D. Catus
Commission # CC 787277
Expires DEC. 1, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

Notary Public, State of Florida at Large.

My Commission expires:

Attachment B
Page 24 of 28 Pages
Sovereignty Submerged Lands Lease No. 160222132

Book 9172 Pg 1162

EXHIBIT "A"

A portion of Block II, according to map of SOUTH BERLIN, Section Forty-one (41), Township One (1) South, Range Twenty-seven (27) East, Duval County, Florida, as recorded in Plat Book 5, page 50, public records of said County, together with a portion of Unsurveyed Section Twenty-five (25) Township and Range aforementioned, said portions being more particularly described as follows:
For point of reference, commence at the most Westerly corner of said Block II, and run, in a Northeasterly direction, along the Northwesterly boundary of said Block II, one Hundred Seventy (170) feet to a point for point of beginning.
From the point of beginning thus described, continue Northeasterly, along said Block II boundary, Eighty (80) feet to a point; run thence, in a Southeasterly direction, parallel with the Southwesterly boundary of said Block II, to the channel of the St. Johns River, run thence, in a Southwesterly direction, up said channel, Eighty (80) feet,more or less, to where same is intersected by a line running from the point of beginning and being parallel with the Southwesterly boundary of said Block II; run thence Northwesterly, along said last mentioned line, to the point of beginning.

Bk: 9172
Pg: 1144 - 1146
Doc# 98313286
Filed & Recorded
12/28/98
12:12:08 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. $ 15.00

Book 9172 Pg 1144

WARRANTY DEED

THIS INDENTURE is made this 1st day of December, 1998, by **MICHAEL J. VON BALSON** and **TERRI D. VON BALSON**, his wife, whose address is 4314 McDowell Street, Jacksonville, Florida 32226, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Four Hundred Ninety Eight Thousand, One Hundred Sixty Four and 00/100 Dollars ($498,164.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE# 109194-0000

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

TO HAVE AND HOLD the same in fee simple forever.

Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

THIS INSTRUMENT IS NOT SUBJECT TO DOCUMENTARY STAMPS UNDER THREAT OF EMINENT DOMAIN PROCEDURES PURSUANT TO THE PROVISIONS OF 12B-4.014 (14), FLORIDA ADMINISTRATIVE CODE.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in her name the day and year above written.

Signed and Sealed in Our Presence as Witnesses:

Melanie M. Modlin
(sign name)
Melanie M. Modlin
(print name)
Vicki M Lewis
(sign name)
Vicki M. Lewis
(print name)
Melanie M. Modlin
(sign name)
Melanie M. Modlin
(print name)
Vicki M Lewis
(sign name)
Vicki M Lewis
(print name)

GRANTOR:

Michael J. Von Balson
Michael J. Von Balson
SS# [redacted]

3

Terri D. Von Balson
Terri D. Von Balson
SS# [redacted]

Book 9172 Pg 1145

Prepared by and return To:

Melanie M. Modlin
Properties Specialist
Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of December 1998, by Michael J. Von Balson and Terri D. Von Balson, his wife. They are personally known to me or have produced drivers license as identification and did not take an oath.

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Shawana D. Catus
Commission # CC 787277
Expires DEC. 1, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

Notary Public, State of Florida at Large.

My Commission expires: 12/01/2002

EXHIBIT "A" Book 9172 Pg 1146

A portion of Block II, according to map of SOUTH BERLIN, Section Forty-one (41), Township One (1) South, Range Twenty-seven (27) East, Duval County, Florida, as recorded in Plat Book 5, page 50, public records of said County, together with a portion of Unsurveyed Section Twenty-five (25) Township and Range aforementioned, said portions being more particularly described as follows:
For point of reference, commence at the most Westerly corner of said Block II, and run, in a Northeasterly direction, along the Northwesterly boundary of said Block II, Ninety (90) feet to a point for point of beginning.
From the point of beginning thus described, continue Northeasterly, along said Block II boundary, Eighty (80) feet to a point; run thence, in a Southeasterly direction, parallel with the Southwesterly boundary of said Block II, to the channel of the St. Johns River; run thence, in a Southwesterly direction, up said channel, Eighty (80) feet, more or less, to where same is intersected by a line running from the point of beginning and being parallel with the Southwesterly boundary of said Block II; run thence, in a Northwesterly direction, along said last mentioned line, to the point of beginning.

This Instrument Prepared By:
Chace Wise
Action No. 51555
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32303

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT RENEWAL

EASEMENT NO. 30579
BOT FILE NO. 160222792

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Jacksonville Port Authority, a body politic and corporate, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

> A parcel of sovereignty submerged land in Section 42, Township 01 South, Range 27 East, in St. Johns River, Duval County, Florida, containing 36.71 acres, more or less, as is more particularly described and shown on Attachment A, dated August 25, 2000.

TO HAVE THE USE OF the hereinabove described premises from November 29, 2025, the effective date of this renewal easement, through November 29, 2030, the expiration date of this renewal easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for an access channel and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Resource Permit No. 16-172980-001-EI, dated February 14, 2001, and Environmental Resource Permit No. 16-172980-002-EI, dated January 23, 2001, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

[40]

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

Signature:________________________________

Printed Name:________________________________

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature:________________________________

Printed Name:________________________________

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: ________________________________

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Florida Department of Environmental Protection
Division of State Lands
3800 Commonwealth Blvd
Tallahassee, FL 32399

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of ___________, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Rachel Earlywine Digitally signed by Rachel Earlywine
Date: 2026.07.30 15:17:23 -04'00'

DEP Attorney Date

____
Notary Public, State of Florida

____
Printed, Typed or Stamped Name

My Commission Expires:

____
Commission/Serial No.________________________________

WITNESSES:

Signature:________________________________

Printed Name:______________________________

Address:__________________________________

____

Signature:________________________________

Printed Name:______________________________

Address:__________________________________

____

Jacksonville Port Authority,
a body politic and corporate (SEAL)

BY: ____
Original Signature of Executing Authority

Eric Green
Typed/Printed Name of Executing Authority

Chief Executive Officer
Title of Executing Authority

Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206

"GRANTEE"

STATE OF____________________

COUNTY OF__________________

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of ________________, 20____, by Eric Green as Chief Executive Officer, for and on behalf of Jacksonville Port Authority. He is personally known to me or who has produced ___________________________, as identification.

My Commission Expires:

____

Commission/Serial No.__________________

____
Signature of Notary Public

Notary Public, State of__________________________________

____
Printed, Typed or Stamped Name

Robert M. Angas Associates, Inc.
Land Surveyors, Planners and Civil Engineers
Since 1924

14775 St. Augustine Road
Jacksonville, FL 32258
Tel: (904) 642-8550
Fax: (904) 642-4165

July 31, 2000
Revised:
August 25, 2000

NORTHEAST DISTRICT
RECEIVED
AUG 29 2000
DER-JACKSONVILLE

Work Order No. s00-198A
Dames Point Cruise Terminal
Page 1 of 2

PUBLIC EASEMENT FOR DREDGING

A portion of Submerged Sovereign Lands of the State of Florida lying in the St. Johns River, Unsurveyed Section 25, Township 1 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of Tract "E", Dames Point Replat as recorded in Plat Book 28, pages 25, 25A & 25B of the current Public Records of said county; thence South 67°04'00" East, along the Northerly line of said Tract "E", 1663 feet, more or less, to its intersection with the Mean High Water Line of said St. Johns River; thence South 15°31'27" West, along said Mean High Water Line, 25.21 feet to the Point of Beginning.

From the Point of Beginning, thence continue along said Mean High Water Line the following thirty-nine courses: (1) South 15°31'27" West, 13.13 feet; (2) South 17°00'57" West, 30.48 feet; (3) South 26°14'09" West, 51.31 feet; (4) South 33°00'49" West, 50.47 feet; (5) South 35°10'57" West, 49.45 feet; (6) North 88°31'06" West, 20.73 feet; (7) North 21°05'05" East, 19.08 feet; (8) North 47°49'12" East, 16.21 feet; (9) North 25°22'51" East, 41.61 feet; (10) North 36°39'57" East, 49.29 feet; (11) North 24°24'31" East, 33.79 feet; (12) North 07°10'38" West, 17.01 feet; (13) North 83°48'34" West, 6.31 feet; (14) South 19°49'58" West, 13.07 feet; (15) South 22°51'07" West, 47.54 feet; (16) South 37°10'41" West, 38.57 feet; (17) South 24°48'00" West, 44.53 feet; (18) South 27°23'48" West, 28.60 feet; (19) South 23°04'35" West, 35.90 feet; (20) South 17°18'11" West, 37.65 feet; (21) South 25°24'57" West, 49.30 feet; (22) South 11°42'50" West, 40.25 feet; (23) South 04°02'27" East, 19.02 feet; (24) North 19°26'04" East, 38.77 feet; (25) North 27°21'58" East, 37.94 feet; (26) North 30°07'07" East, 47.35 feet; (27) North 16°39'53" East, 28.20 feet; (28) North 32°22'45" West, 8.45 feet; (29) North 36°52'05" East, 12.40 feet; (30) South 56°08'47" East, 12.93 feet; (31) South 10°57'50" West, 41.52 feet; (32) South 20°41'22" West, 48.21 feet; (33) South 18°56'53" West, 47.48 feet; (34) South 27°33'56" West, 45.90 feet; (35) South 20°56'36" West, 53.52 feet; (36) South 27°02'16" West, 48.99 feet; (37) South 20°47'55" West, 40.53 feet; (38) South 23°02'42" West, 40.16 feet; (39) South 27°37'45" West, 36.09 feet to a point on said Mean High Water Line; thence South 23°13'54" West, departing said Mean High Water Line, 161.18 feet to an intersection with said Mean High Water Line;

July 31, 2000
Revised:
August 25, 2000

Work Order No. s00-198A
Dames Point Cruise Terminal
Page 2 of 2

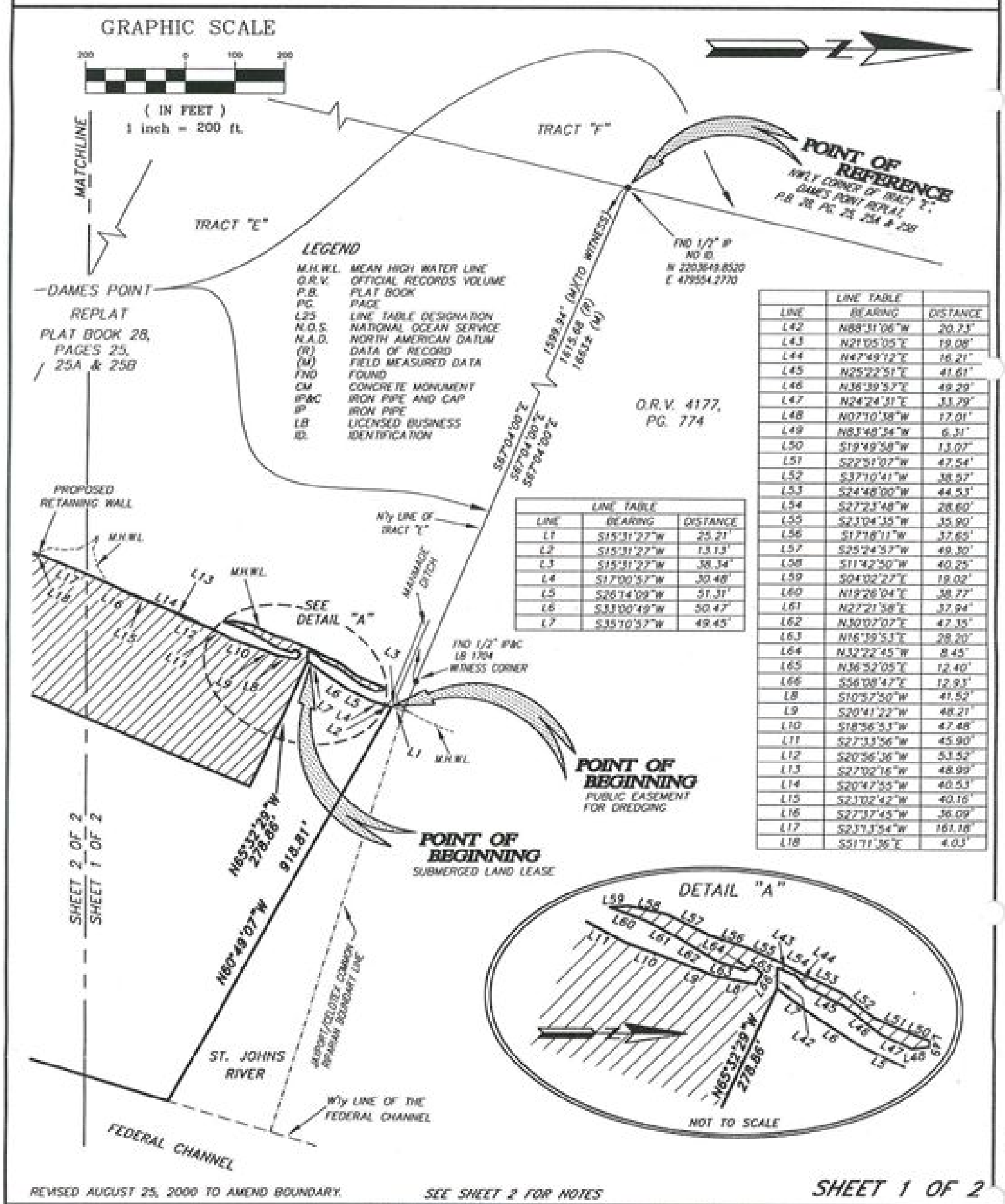
thence Southeasterly and Southwesterly along said Mean High Water Line the following twenty-three courses: (1) South 51°11'36" East, 4.03 feet; (2) South 17°13'52" West, 36.78 feet; (3) South 14°43'49" West, 47.48 feet; (4) South 04°29'10" West, 41.17 feet; (5) South 68°42'07" West, 26.65 feet; (6) South 76°47'59" West, 6.52 feet; (7) South 33°18'00" West, 19.35 feet; (8) South 05°25'59" West, 41.80 feet; (9) South 26°21'16" East, 38.56 feet; (10) South 78°21'20" West, 22.10 feet; (11) South 52°16'29" West, 41.09 feet; (12) South 24°09'29" West, 42.75 feet; (13) South 25°06'41" West, 50.90 feet; (14) South 15°23'30" West, 42.27 feet; (15) South 17°16'00" East, 31.26 feet; (16) South 26°19'30" East, 37.48 feet; (17) South 37°20'28" East, 34.04 feet; (18) South 38°06'53" East, 9.41 feet; (19) South 20°55'12" West, 44.66 feet; (20) South 23°49'45" West, 47.88 feet; (21) South 24°57'57" West, 47.32 feet; (22) South 25°51'14" West, 89.03 feet; (23) South 66°54'55" West, 6.41 feet to a point on said Mean High Water Line; thence South 06°34'49" East, departing said Mean High Water Line, 876.34 feet to a point lying on Westerly line of the Federal Channel of said St. Johns River; thence North 43°14'35" East, along said Westerly line, 1412.55 feet; thence North 17°10'38" East, continuing along said Westerly line, 835.76 feet; thence North 60°49'07" West, departing said Westerly line, 918.81 feet to the Point of Beginning.

Containing 36.71 acres, more or less.

NORTHEAST DISTRICT
RECEIVED
AUG 29 2000
DEP-JACKSONVILLE

SPECIFIC PURPOSE SURVEY TO SHOW

PROPOSED PUBLIC EASEMENT FOR DREDGING AND PROPOSED SUBMERGED LAND LEASE OF A PORTION OF SUBMERGED SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING IN THE ST. JOHNS RIVER, UNSURVEYED SECTION 25, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S15°31'27"W	25.21'
L2	S15°31'27"W	13.13'
L3	S15°31'27"W	38.34'
L4	S17°00'57"W	30.48'
L5	S26°14'09"W	51.31'
L6	S33°00'49"W	50.47'
L7	S35°10'57"W	49.45'

LINE TABLE		
LINE	BEARING	DISTANCE
L42	N88°31'06"W	20.73'
L43	N21°05'05"E	19.08'
L44	N47°49'12"E	16.21'
L45	N25°22'51"E	41.61'
L46	N36°39'57"E	49.29'
L47	N24°24'31"E	33.79'
L48	N07°10'38"W	17.01'
L49	N83°48'34"W	6.31'
L50	S19°49'58"W	13.07'
L51	S22°51'07"W	47.54'
L52	S37°10'41"W	38.57'
L53	S24°48'00"W	44.53'
L54	S27°23'48"W	28.60'
L55	S23°04'35"W	35.90'
L56	S17°18'11"W	37.65'
L57	S25°24'57"W	49.30'
L58	S11°42'50"W	40.25'
L59	S04°02'27"E	19.02'
L60	N19°26'04"E	38.77'
L61	N27°21'58"E	37.94'
L62	N30°07'07"E	47.35'
L63	N16°39'53"E	28.20'
L64	N32°22'45"W	8.45'
L65	N36°52'05"E	12.40'
L66	S56°08'47"E	12.93'
L8	S10°57'50"W	41.52'
L9	S20°41'22"W	48.21'
L10	S18°56'53"W	47.48'
L11	S27°33'56"W	45.90'
L12	S20°56'36"W	53.52'
L13	S27°02'16"W	48.99'
L14	S20°47'55"W	40.53'
L15	S23°02'42"W	40.16'
L16	S27°37'45"W	36.09'
L17	S23°13'54"W	161.18'
L18	S51°11'36"E	4.03'

REVISED AUGUST 25, 2000 TO AMEND BOUNDARY.

SEE SHEET 2 FOR NOTES

SHEET 1 OF 2

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

Robert M. Angas Associates, inc.
LAND SURVEYORS, PLANNERS AND CIVIL ENGINEERS
SINCE 1924

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

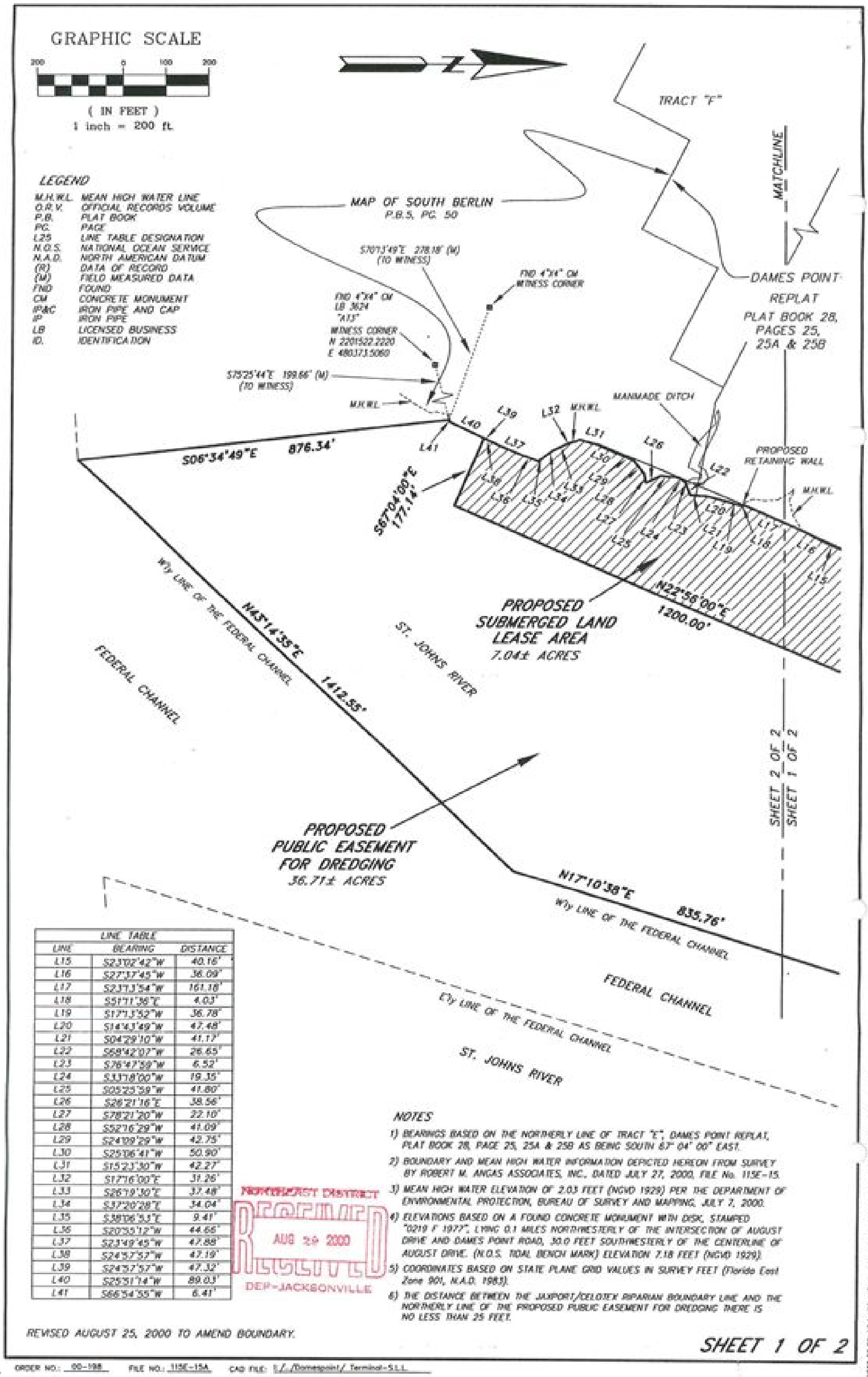
NORTHEAST DISTRICT RECEIVED AUG 29 2000 DEP-JACKSONVILLE

JOSEPH LESLIE REYNOLDS, III
PROFESSIONAL SURVEYOR AND MAPPER
STATE of FLORIDA P.S.M. No. 5517

SCALE: 1" = 200' DATE: JULY 31, 2000

ORDER NO.: 00-198 FILE NO.: 115E-15A CAD FILE: I:/../Damespoint/ Terminal-S.L.L.

Attachment A
Page 8 of 9 Pages
Sovereignty Submerged Lands Easement No. 30579



LINE TABLE

LINE	BEARING	DISTANCE
L15	S23°02'42"W	40.16'
L16	S27°37'45"W	36.09'
L17	S23°13'54"W	161.18'
L18	S51°11'36"E	4.03'
L19	S17°13'52"W	36.78'
L20	S14°43'49"W	47.48'
L21	S04°29'10"W	41.17'
L22	S69°42'07"W	26.65'
L23	S76°47'59"W	6.52'
L24	S33°18'00"W	19.35'
L25	S05°25'59"W	41.80'
L26	S26°21'16"E	38.56'
L27	S78°21'20"W	22.10'
L28	S52°16'29"W	41.09'
L29	S24°09'29"W	42.75'
L30	S25°06'41"W	50.90'
L31	S15°23'30"W	42.27'
L32	S17°16'00"E	31.26'
L33	S26°19'30"E	37.48'
L34	S37°20'28"E	34.04'
L35	S38°06'53"E	9.41'
L36	S20°35'12"W	44.66'
L37	S23°49'45"W	47.88'
L38	S24°57'57"W	47.19'
L39	S24°57'57"W	47.32'
L40	S25°51'14"W	89.03'
L41	S66°54'55"W	6.41'

NOTES

1) BEARINGS BASED ON THE NORTHERLY LINE OF TRACT "E", DAMES POINT REPLAT, PLAT BOOK 28, PAGE 25, 25A & 25B AS BEING SOUTH 67° 04' 00" EAST.
2) BOUNDARY AND MEAN HIGH WATER INFORMATION DEPICTED HEREON FROM SURVEY BY ROBERT M. ANGAS ASSOCIATES, INC., DATED JULY 27, 2000, FILE No. 115E-15.
3) MEAN HIGH WATER ELEVATION OF 2.03 FEET (NGVD 1929) PER THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEY AND MAPPING, JULY 7, 2000.
4) ELEVATIONS BASED ON A FOUND CONCRETE MONUMENT WITH DISK, STAMPED "0219 F 1977", LYING 0.1 MILES NORTHWESTERLY OF THE INTERSECTION OF AUGUST DRIVE AND DAMES POINT ROAD, 30.0 FEET SOUTHWESTERLY OF THE CENTERLINE OF AUGUST DRIVE. (N.O.S. TIDAL BENCH MARK) ELEVATION 7.18 FEET (NGVD 1929).
5) COORDINATES BASED ON STATE PLANE GRID VALUES IN SURVEY FEET (Florida East Zone 901, N.A.D. 1983).
6) THE DISTANCE BETWEEN THE JAXPORT/CELOTEX RIPARIAN BOUNDARY LINE AND THE NORTHERLY LINE OF THE PROPOSED PUBLIC EASEMENT FOR DREDGING THERE IS NO LESS THAN 25 FEET.

Attachment A
Page 9 of 9 Pages
Sovereignty Submerged Lands Easement No. 30579

BD2026-09-03

SUBMISSION FOR BOARD APPROVAL

SUBJECT: **Access and Utility Easement for SBA Towers IX, LLC at Blount Island**

COST: N/A **BUDGETED:** N/A

SOURCE OF FUNDS: N/A

BACKGROUND:

On April 27, 2026, the Board approved a land lease with SBA Towers XI, LLC (BD2026-04-01) for approximately 2,581 square feet of exclusive lease space at Blount Island, on which SBA will construct, support, and operate wireless communications facilities, including a proposed 195-foot monopole tower and associated equipment. As a condition of that lease, SBA also accommodates one point-to-point antenna and transmission equipment for JAXPORT's exclusive use at $1.00 per year, improving cell service for JAXPORT employees and tenants throughout the terminal.

The lease anticipates an easement in favor of SBA for the ingress, egress, and utility easements necessary to serve the leased premises.

The Preliminary Survey prepared by AJN Surveying, LLC for Certa Tower Services (Certa Project No. 2908) and the associated aerial and site plans prepared by B&T Engineering, Inc. (Site I.D. FL1C4D8-S) depict two proposed easements extending from Dave Rawls Boulevard to the SBA lease area: a 30-foot-wide non-exclusive access and utility easement (20,164 SF/ 0.463 acre) and a 10-foot-wide non-exclusive utility easement (3,203 SF / 0.074 acre.

RECOMMENDATION:

Management recommends Board approval of the grant of the non-exclusive access and utility easements to SBA Towers XI, LLC, as depicted in the attached survey and site plans, and authorization for management to execute and record the corresponding easement agreement.

ATTACHMENTS:

Preliminary Survey (AJN Surveying / Certa Tower Services); Aerial Plan and Site Plans (B&T Engineering, Site FL1C4D8-S)

BD2026-09-03

SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

James T. Jones, COO

James Jones
James Jones (Sep 15, 2026 16:17:53 EDT)

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green, CEO

Eric B. Green
Eric B. Green (Sep 15, 2026 16:30:52 EDT)

Signature and Date

BOARD APPROVAL:

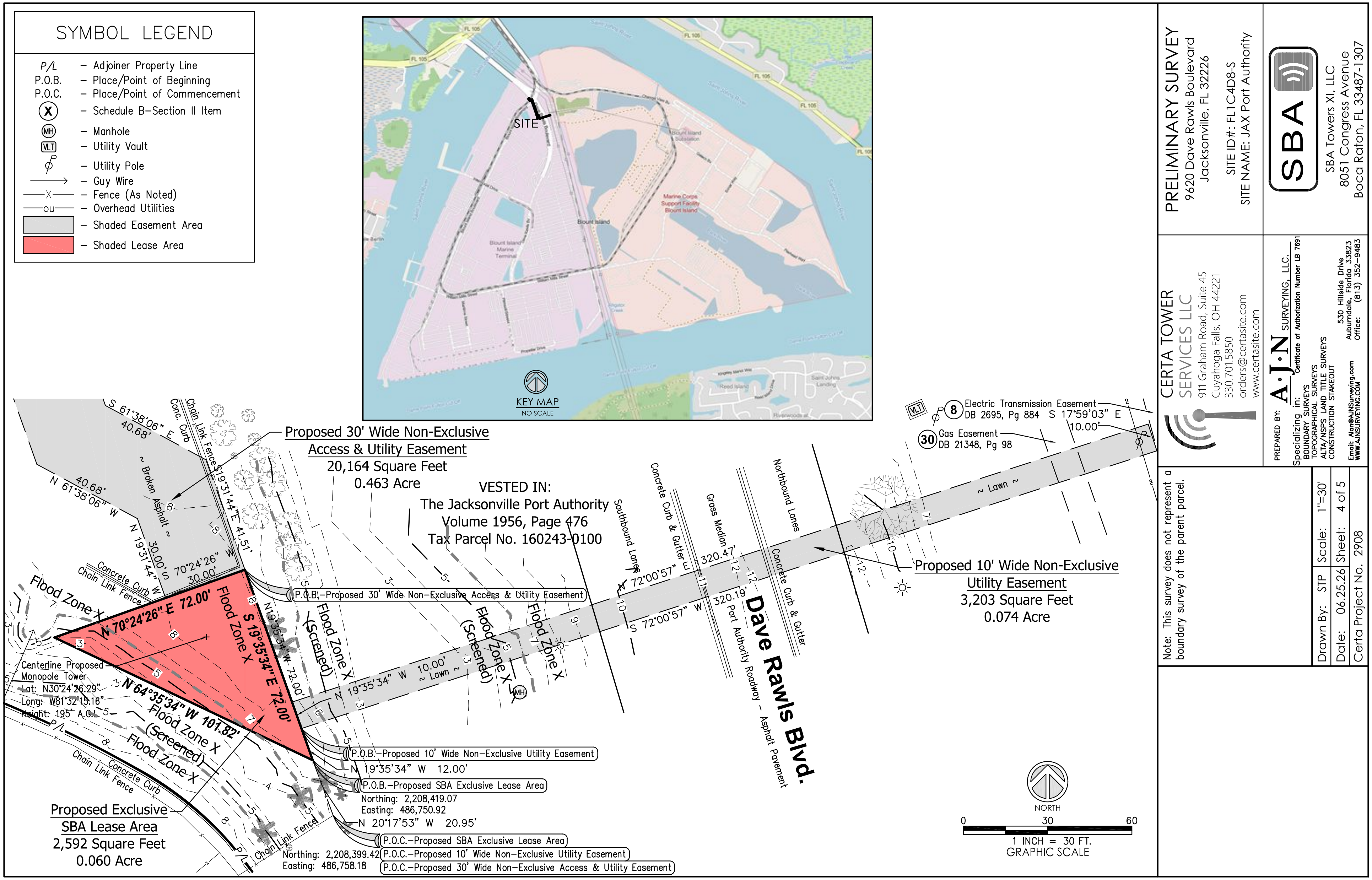
September 28, 2026
Meeting Date

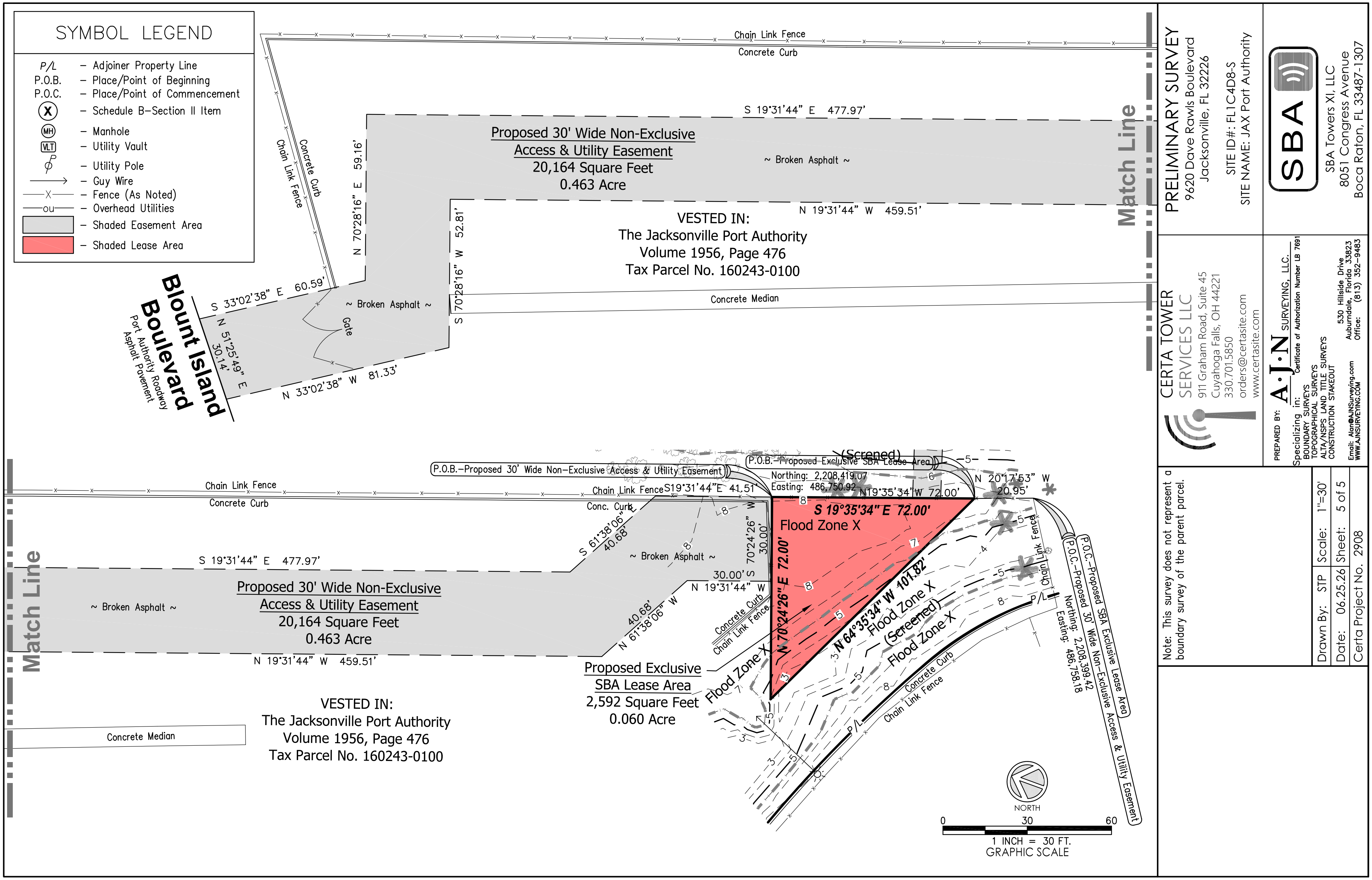
Rebecca Dicks/Corporate Secretary

ATTEST:

Patrick Kilbane, Secretary

J. Palmer Clarkson, Chairman


SYMBOL LEGEND
P/L – Adjoiner Property Line
P.O.B. – Place/Point of Beginning
P.O.C. – Place/Point of Commencement
Schedule B–Section II Item
Manhole
Utility Vault
Utility Pole
Guy Wire
Fence (As Noted)
Overhead Utilities
Shaded Easement Area
Shaded Lease Area
SITE
KEY MAP
NO SCALE
Proposed 30' Wide Non-Exclusive
Access & Utility Easement
20,164 Square Feet
0.463 Acre
VESTED IN:
The Jacksonville Port Authority
Volume 1956, Page 476
Tax Parcel No. 160243-0100
Proposed 10' Wide Non-Exclusive
Utility Easement
3,203 Square Feet
0.074 Acre
Proposed Exclusive
SBA Lease Area
2,592 Square Feet
0.060 Acre
Electric Transmission Easement
DB 2695, Pg 884
Gas Easement
DB 21348, Pg 98
Centerline Proposed
Monopole Tower
Lat: N30°24'26.29"
Long: W81°32'15.16"
Height: 195' A.G.L.
N 70°24'26" E 72.00'
S 19°35'34" E 72.00'
N 64°35'34" W 101.82'
P.O.B.–Proposed 30' Wide Non-Exclusive Access & Utility Easement
P.O.B.–Proposed 10' Wide Non-Exclusive Utility Easement
N 19°35'34" W 12.00'
P.O.B.–Proposed SBA Exclusive Lease Area
Northing: 2,208,419.07
Easting: 486,750.92
N 20°17'53" W 20.95'
P.O.C.–Proposed SBA Exclusive Lease Area
P.O.C.–Proposed 10' Wide Non-Exclusive Utility Easement
P.O.C.–Proposed 30' Wide Non-Exclusive Access & Utility Easement
Northing: 2,208,399.42
Easting: 486,758.18
Dave Rawls Blvd.
Port Authority Roadway – Asphalt Pavement
Southbound Lanes
Northbound Lanes
Grass Median
Concrete Curb & Gutter
S 72°00'57" W 320.19'
N 72°00'57" E 320.47'
S 17°59'03" E 10.00'
N 19°35'34" W 10.00'
S 61°38'06" E 40.68'
N 61°38'06" W 40.68'
S 19°31'44" E 41.51'
N 19°31'44" W 30.00'
S 70°24'26" W 30.00'
Flood Zone X
Flood Zone X (Screened)
Chain Link Fence
Concrete Curb
Conc. Curb
Broken Asphalt
Lawn
NORTH
0 30 60
1 INCH = 30 FT.
GRAPHIC SCALE
PRELIMINARY SURVEY
9620 Dave Rawls Boulevard
Jacksonville, FL 32226
SITE ID#: FL1C4D8-S
SITE NAME: JAX Port Authority
SBA
SBA Towers XI, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
CERTA TOWER SERVICES LLC
911 Graham Road, Suite 45
Cuyahoga Falls, OH 44221
330.701.5850
orders@certasite.com
www.certasite.com
PREPARED BY:
A·J·N SURVEYING, LLC.
Certificate of Authorization Number LB 7691
Specializing in: BOUNDARY SURVEYS, TOPOGRAPHICAL SURVEYS, ALTA/NSPS LAND TITLE SURVEYS, CONSTRUCTION STAKEOUT
530 Hillside Drive
Auburndale, Florida 33823
Office: (813) 352-9483
Note: This survey does not represent a boundary survey of the parent parcel.
Drawn By: STP
Date: 06.25.26
Scale: 1"=30'
Sheet: 4 of 5
Certa Project No. 2908


SYMBOL LEGEND
P/L – Adjoiner Property Line
P.O.B. – Place/Point of Beginning
P.O.C. – Place/Point of Commencement
X – Schedule B–Section II Item
MH – Manhole
VLT – Utility Vault
– Utility Pole
– Guy Wire
–X– – Fence (As Noted)
–ou– – Overhead Utilities
– Shaded Easement Area
– Shaded Lease Area
Chain Link Fence
Concrete Curb
S 19°31'44" E 477.97'
Proposed 30' Wide Non-Exclusive
Access & Utility Easement
20,164 Square Feet
0.463 Acre
~ Broken Asphalt ~
N 19°31'44" W 459.51'
Match Line
N 70°28'16" E 59.16'
N 70°28'16" W 52.81'
VESTED IN:
The Jacksonville Port Authority
Volume 1956, Page 476
Tax Parcel No. 160243-0100
Concrete Median
S 33°02'38" E 60.59'
N 51°25'49" E 30.14'
N 33°02'38" W 81.33'
Gate
Blount Island Boulevard
Port Authority Roadway
Asphalt Pavement
P.O.B.–Proposed 30' Wide Non–Exclusive Access & Utility Easement
P.O.B.–Proposed Exclusive SBA Lease Area
Northing: 2,208,419.07
Easting: 486,750.92
S19°31'44"E 41.51'
N19°35'34"W 72.00'
N 20°17'53" W 20.95'
S 19°35'34" E 72.00'
Flood Zone X
(Screened)
S 61°38'06" E 40.68'
N 61°38'06" W 40.68'
S 70°24'26" W 30.00'
30.00' S
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N 70°24'26" E 72.00'
N 64°35'34" W 101.82'
Proposed Exclusive
SBA Lease Area
2,592 Square Feet
0.060 Acre
P.O.C.–Proposed SBA Exclusive Lease Area
P.O.C.–Proposed 30' Wide Non-Exclusive Access & Utility Easement
Northing: 2,208,399.42
Easting: 486,758.18
NORTH
0 30 60
1 INCH = 30 FT.
GRAPHIC SCALE
PRELIMINARY SURVEY
9620 Dave Rawls Boulevard
Jacksonville, FL 32226
SITE ID#: FL1C4D8-S
SITE NAME: JAX Port Authority
SBA
SBA Towers XI, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
CERTA TOWER SERVICES LLC
911 Graham Road, Suite 45
Cuyahoga Falls, OH 44221
330.701.5850
orders@certasite.com
www.certasite.com
PREPARED BY: A·J·N SURVEYING, LLC.
Certificate of Authorization Number LB 7691
530 Hillside Drive
Auburndale, Florida 33823
Office: (813) 352-9483
Note: This survey does not represent a boundary survey of the parent parcel.
Drawn By: STP
Scale: 1"=30'
Date: 06.25.26
Sheet: 5 of 5
Certa Project No. 2908

0' 50' 100' 150' 200' 1"=100'

N

CALL FLORIDA ONE CALL
(800) 432-4770
CALL 3 WORKING DAYS
BEFORE YOU DIG!

SBA

SBA TOWERS XI, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
5900 BROKEN SOUND PKWY NW
BOCA RATON, FL 33487
PHONE: 1-800-487-7483

B+T GRP
1717 S. BOULDER
SUITE 300
TULSA, OK 74119
PH: (918) 587-4630
www.btgrp.com

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
A	07/28/26	DLS	SUBMITTAL
B	07/29/26	DLS	SUBMITTAL

SITE I.D. FL1C4D8-S

JAX PORT AUTHORITY

9620 DAVE RAWLS BLVD
JACKSONVILLE
FL 32736

B&T ENGINEERING, INC.

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DRAWN BY:	DLS
CHECKED BY:	MAS
DATE:	07/29/26
PROJECT #:	26-001693

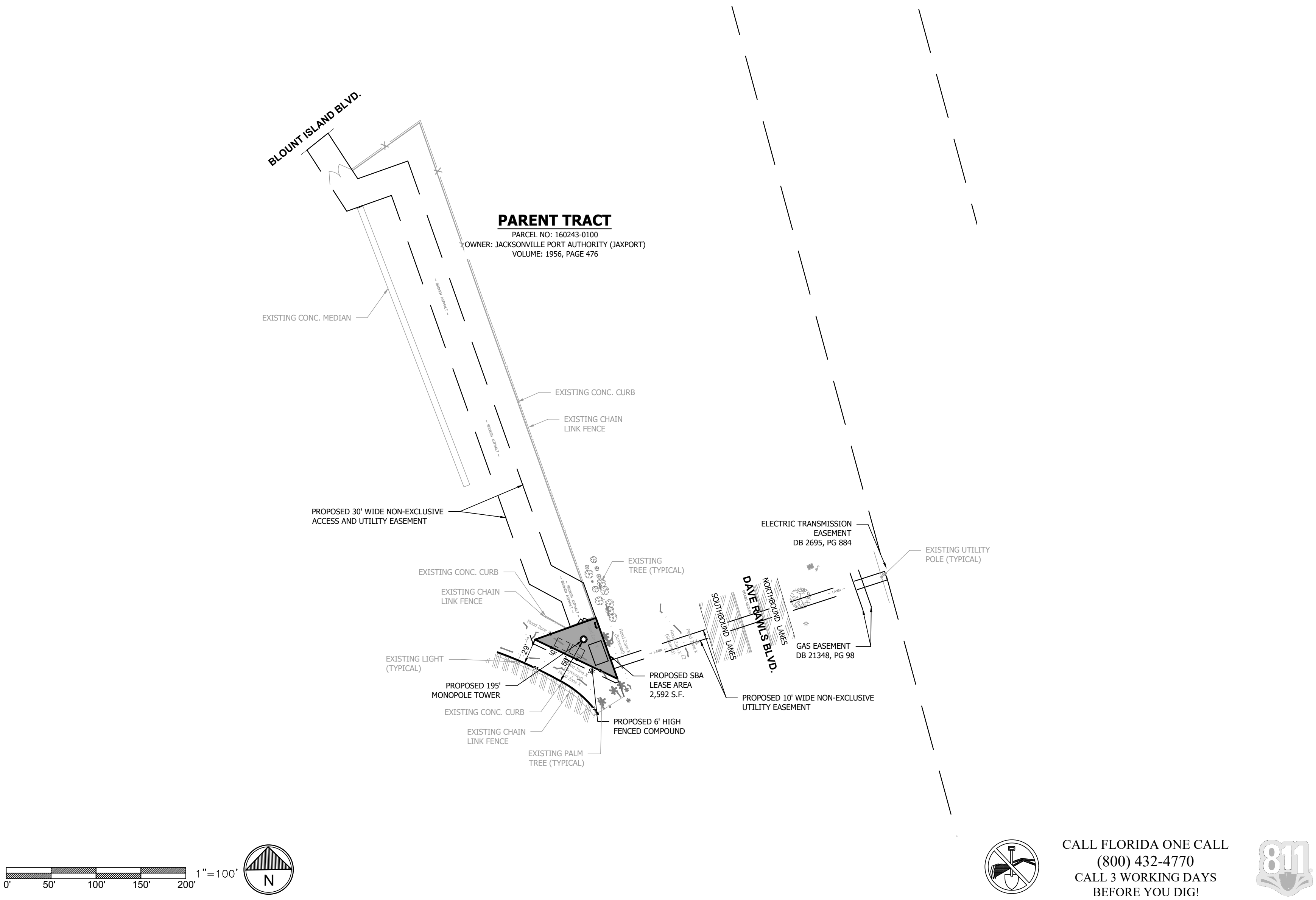
SHEET TITLE

AERIAL PLAN

SHEET NUMBER

C-0

104525_FL1C4D8-S_JAX Port Authority_CD (B).dwg - Sheet:C-0 - User: dstaten - Jul 29, 2026 - 12:54pm



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ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
A	07/28/26	DLS	SUBMITTAL
B	07/29/26	DLS	SUBMITTAL

SITE I.D. FL1C4D8-S

JAX PORT AUTHORITY

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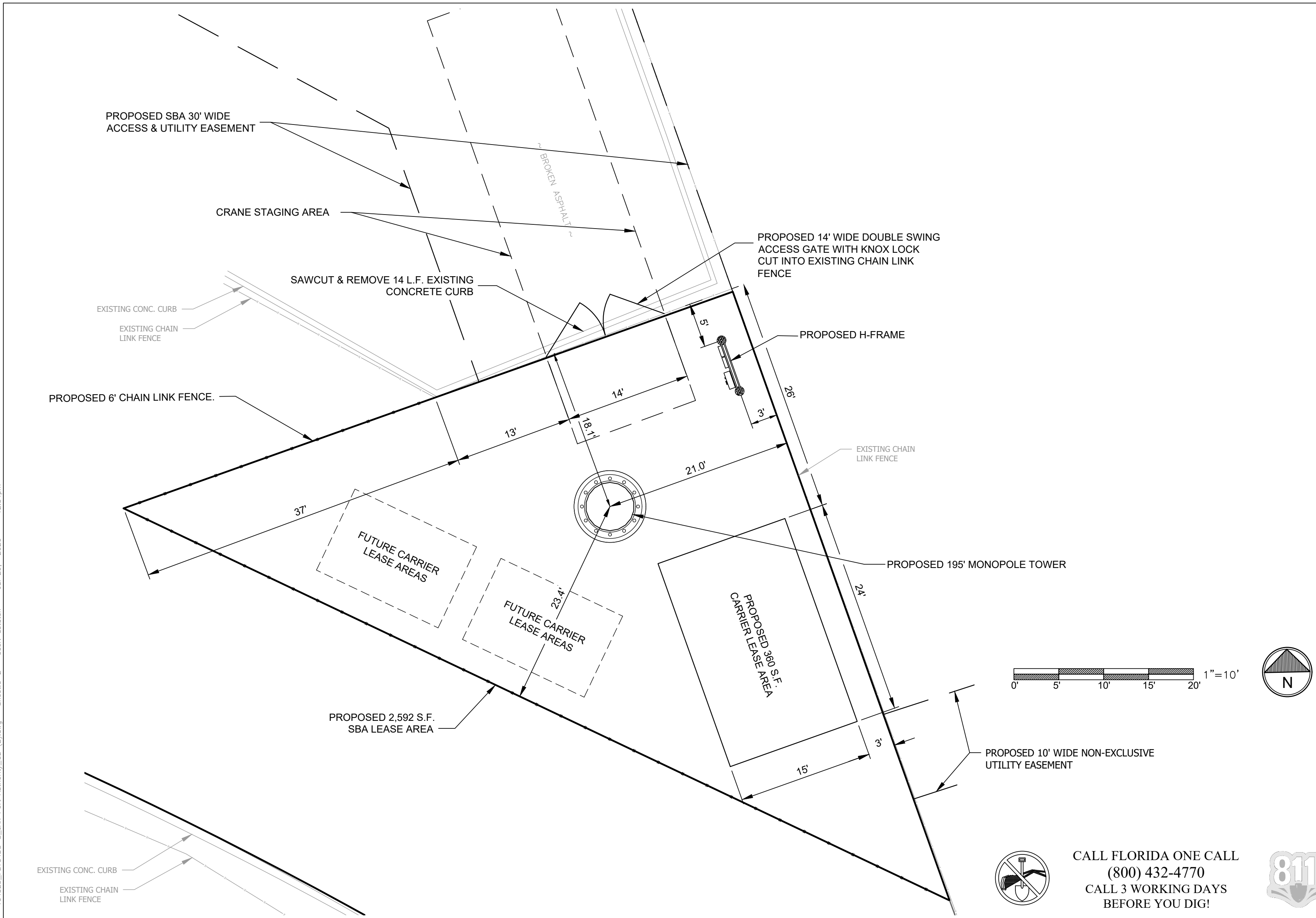
DRAWN BY:	DLS
CHECKED BY:	MAS
DATE:	07/29/26
PROJECT #:	26-001693

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1

104525_FL1C4D8-S_JAX Port Authority_CD (B).dwg -- Sheet:C-1 -- User: dstaten -- Jul 29, 2026 -- 12:54pm

104525_FL1C4D8-S_JAX Port Authority_CD (B).dwg - Sheet:C-2 - User: dstaten - Jul 29, 2026 - 12:54pm



SBA

SBA TOWERS XI, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
5900 BROKEN SOUND PKWY NW
BOCA RATON, FL 33487
PHONE: 1-800-487-7483

B+T GRP
1717 S. BOULDER
SUITE 300
TULSA, OK 74119
PH: (918) 587-4630
www.btgrp.com

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
A	07/28/26	DLS	SUBMITTAL
B	07/29/26	DLS	SUBMITTAL

SITE I.D. FL1C4D8-S

JAX PORT AUTHORITY

9620 DAVE RAWLS BLVD
JACKSONVILLE
FL 32736

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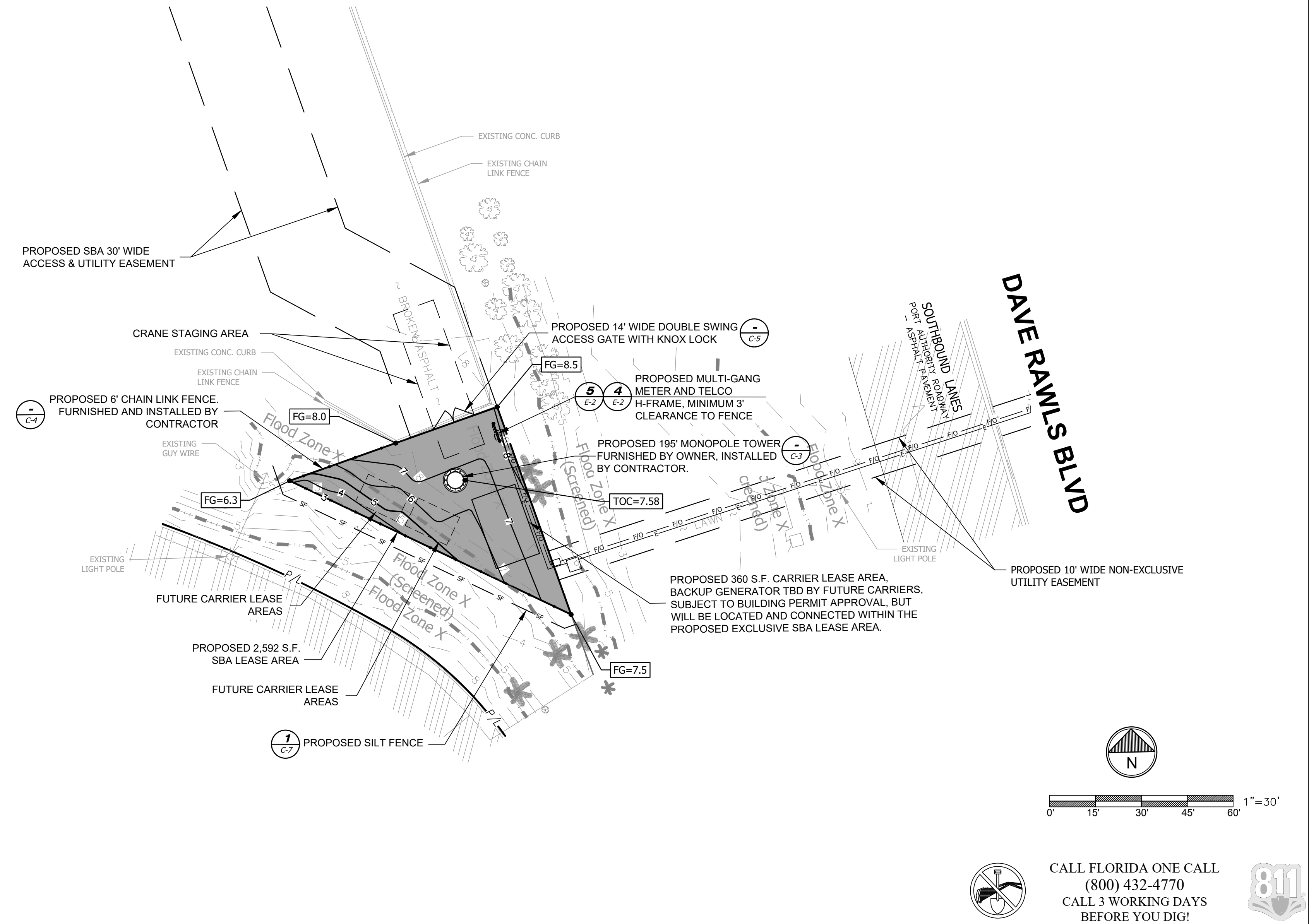
DRAWN BY:	DLS
CHECKED BY:	MAS
DATE:	07/29/26
PROJECT #:	26-001693

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C-2



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SBA TOWERS XI, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
5900 BROKEN SOUND PKWY NW
BOCA RATON, FL 33487
PHONE: 1-800-487-7483

B+T GRP
1717 S. BOULDER
SUITE 300
TULSA, OK 74119
PH: (918) 587-4630
www.btgrp.com

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
A	07/28/26	DLS	SUBMITTAL
B	07/29/26	DLS	SUBMITTAL

SITE I.D. FL1C4D8-S

JAX PORT AUTHORITY

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JACKSONVILLE
FL 32736

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DRAWN BY:	DLS
CHECKED BY:	MAS
DATE:	07/29/26
PROJECT #:	26-001693

SHEET TITLE
IMPROVEMENT PLAN

SHEET NUMBER
C-2.1

SUBMISSION FOR AWARDS COMMITTEE AND CHIEF EXECUTIVE OFFICER APPROVAL JACKSONVILLE PORT AUTHORITY

AC-2026-07-01		07/16/2026
Reference No.	**File**	**Date**

SUBJECT: BIMT ZPMC Cranes #10776, 10777 & 10778 Crane Rail Brake System Installation & Refurbishment
JPA Project G/L No.: C2025-01/02/09 **JPA Contract No.: MC-2042**
Global Rigging & Transport LLC

COST: $934,270.00 ☒ **BUDGETED** ☐ **NON-BUDGETED**

BACKGROUND:

On May 21, 2026, Procurement Services solicited bids from qualified vendors to provide all labor, material, equipment, supervision, testing, incidentals, means and methods to: furnish, deliver and install and test the required parts and materials for the rail braking system on crane #10776, 10777 and 10778.

On June 23, 2026 Procurement Services received one (1) conforming bid from Global Rigging & Transport LLC. After reviewing of the only bid received, it is the recommendation of the Engineering Department to award a contract to Global Rigging & Transport LLC who offered a responsive, responsible and acceptable bid.

EXPENSE CATEGORY:

☐Renewal of existing services
☒Replacement (end of life) or upgrade of equipment
☐Related to new opportunity
☐Related to or part of Cap-Ex strategy

This is a budgeted capital expense for FY 26 and will be funded with 100% Tenant funds.

FINANCIAL:

C2025-01

Available Budget:	$381,096
Proposed Expense:	$311,423
Remaining Balance:	$ 69,673

C2025-02

Available Budget:	$381,096
Proposed Expense:	$311,423
Remaining Balance:	$ 69,673

C2025-09

Available Budget:	$453,632
Proposed Expense:	$311,424
Remaining Balance:	$142,208

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to Global Rigging & Transport LLC., for Rail Brake System Installation & Refurbishment on crane #10776, 10777 and 10778 in the amount of $934,270.00

AC-2026-07-01

Once necessary approvals are obtained by the Awards Committee Chairman, the Chief Executive Officer is authorized to sign purchase orders, agreements or contracts for the Award.

Attachments: **Global Rigging & Transport LLC**. Bid Form and Unofficial Bid results

ORIGINATED BY:	**SUBMITTED FOR APPROVAL**
Michael Johnson Michael Johnson (Jul 23, 2026 09:30:34 EDT)	Angelia Wilson Angelia Wilson (Jul 17, 2026 10:09:49 EDT)
Michael Johnson, Director, E&C Support	**Angelia Wilson, Director, Procurement Services**

AWARDS COMMITTEE ACTION

Approved **APPROVED / REJECTED / DEFERRED**

CONDITIONS OF APPROVAL (IF ANY):

Raynesha Jones Raynesha Jones (Jul 17, 2026 09:30:49 EDT)	Bradley Burch Bradley Burch (Jul 16, 2026 16:22:53 EDT)
Raynesha Jones, Secretary to Awards Committee	**Bradley Burch, Chair to Awards Committee**

CHIEF EXECUTIVE OFFICER ACTION

Approved **APPROVED / REJECTED / DEFERRED**

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Jul 23, 2026 09:48:14 EDT)
Eric B. Green, Chief Executive Officer

CONDITIONS OF APPROVAL (IF ANY):

________________________ **Rebecca Dicks, Corporate Secretary**

BOARD DECISION

APPROVED / REJECTED / DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

__________________ **Board Chairman** __________________ **Board Secretary**

BID FORM

JAXPORT PROJECT NO.: C2025.01/02/09
JAXPORT CONTRACT NO.: MC-2042
BIMT ZPMC CRANES #10776, #10777 & #10778
CRANE RAIL BRAKE SYSTEM INSTALLATION & REFURBISHMENT
BLOUNT ISLAND MARINE TERMINAL

BIDDER'S NAME: GLOBAL RIGGING & TRANSPORT, LLC

The undersigned hereby proposes to furnish all materials, equipment, labor, and supervision for the above identified project, in accordance with the specifications and drawings for Contract No. **MC-2042**, at the following price:

Scope of Work:

The Jacksonville Port Authority is seeking qualified contractors to furnish all labor, material, equipment, supervision, testing, incidentals, means and methods to install (12) rail brakes on (3) ZPMC cranes, located at Blount Island Marine Terminal, in accordance with Scope of Work and Contract Specifications.

A.	BASE BID LUMP SUM ITEMS	
Item Number	Description	Total Item Amount
1	Mobilization / Demobilization for the (3) Crane installation	$ 186,500—
2	Remove existing wheel brakes from (3) cranes, (16) wheel brakes per crane (48) required for removal	$ 83,500—
3	Furnish and Install (12) Twelve Rail Brakes Type (DBSBT21-270) or approved equal for (3 Cranes, 4 per crane)	$ 322,220—
4	Furnish and install 6 (Six) Hydraulic power units packages suitable for feeding of (2) rail brakes of position 1	$ 108,150—
5	Labor to install 12 (Twelve) Rail Brakes (4 each per Crane). Price includes hydraulic hoses. It assumes that all existing hard lines and HPU's will be reused.	$ 218,900—
6	Freight/Taxes/Tariff for Delivery to address in Specifications	$ 15,000—
A.	SUM OF ALL BASE BID LUMP SUM AMOUNT (ITEMS 1-6)	$ 934,270—

(Submission of more than one bid form for the same work by an individual, firm, partnership or corporation under the same or different names and/or any alterations, exceptions or comments contained within the bid form shall be grounds for rejection of the bid)

Basis of Award: The Authority reserves the right to award to the Bidder whose price is the lowest, based on Base Bid Lump Amount (Items 1-6).

JAXPORT reserves the right to award this contract to the lowest, responsive, responsible bidder, whose bid is fully conforming to the requirements of the bid documents. Nevertheless, JAXPORT reserves the right to waive informalities or minor irregularities in

JPA PROJECT NO.: C2025.01/02/09 JPA CONTRACT NO.: MC-2042 BIMT ZPMC CRANES #10776, #10777 & #10778 CRANE RAIL BRAKE SYSTEM INSTALLATION & REFURBISHMENT Bid Open Date: TUESDAY, JUNE 23, 2026 @ 2:00 PM		**GLOBAL RIGGING & TRANSPORT, LLC**
	BID BOND:	☑
	COI FORM:	☑
	PEC FORM:	☑
	CCRSC FORM:	☑
	E-VERIFY:	☑
	BIDDERS MINIMUM REQUIREMENTS:	☑
	EB-1:	☑
	ADDENDUM NO. 01:	☑
A.	BIMT ZPMC CRANES #10776, #10777 & #10778 CRANE RAIL BRAKE SYSTEM INSTALLATION & REFURBISHMENT	
Number	Description	Total Item Amount
1	Mobilization / Demobilization for the (3) Crane installation	$ 186,500.00
2	Remove existing wheel brakes from (3) cranes, (16) wheel brakes per crane (48) required for removal	$ 83,500.00
3	Furnish and Install (12) Twelve Rail Brakes Type (DBSBT21-270) or approved equal for (3 Cranes, 4 per crane)	$ 322,220.00
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6	Freight/Taxes/Tariff for Delivery to address in Specifications	$ 15,000.00
A.	SUM OF ALL BASE BID LUMP SUM AMOUNT (ITEMS 1-6)	$ 934,270.00
NOTES:		*SEE EXCEPTIONS & CLARIFICATIONS: 1) JAXPORT designs, supplies and installs the 12 removable spacers for the new rail brakes prior to our arrival for the rail brake installation. 2) Our proposal includes Bubenzer rail brakes DBSBT21-270

Recording Secretary: Elijah Wright
Elijah Wright (Jun 25, 2026 09:04:36 EDT)

MC-2042 APPARENTLY CONFORMING

Witness: Michael McCoy
Michael McCoy (Jun 25, 2026 09:51:02 EDT)

Witness: Raynesha Jones
Raynesha Jones (Jun 25, 2026 10:09:01 EDT)

Director, Procurement Services: Angelia Wilson
Angelia Wilson (Jun 25, 2026 10:21:17 EDT)

BD2026-09-04

SUBMISSION FOR BOARD APPROVAL

SUBJECT: **Operating and Lease Agreement with Jacksonville Port Terminal Railroad, LLC**

COST: $ N/A **BUDGETED:** N/A

SOURCE OF FUNDS: N/A

BACKGROUND: Jacksonville Port Terminal Railroad, LLC, a wholly owned subsidiary of WATCO, a Delaware limited liability company, has operated switching services on JAXPORT's Talleyrand Terminal since March 2017. That agreement terminates February 2027. In May of 2026, JAXPORT issued an informal request for interest from four short rail providers, Florida East Coast Railway, Genesee & Wyoming, Patriot Rail and WATCO. Interviews were conducted with each of the four providers.

STATUS: Following the interviews, JAXPORT requested proposals from Genesee & Wyoming, Patriot Rail and WATCO. The proposers presented terms for a multiyear agreement including base rent, revenue-share formula, contract term and infrastructure commitment.

After review of the proposals, JAXPORT management determined WATCO offered the most favorable terms:

Term: 6 years with 4 one-year mutual renewal options.
Base Rent: $70,299 per year/annual CPI 2% adjustment
Revenue Sharing:

Gross Revenue (Monthly)	Shared %
$0 - $50,000	0%
$50,001 - $100,000	30%
$100,001 - $250,000	60%
Over $250,000	50%

Customer Rate change: N/A for initial year, then CPI no less than 2%/no more than 3% per year.

BD2026-09-04

JAXPORT
JACKSONVILLE PORT AUTHORITY

SUBMISSION FOR BOARD APPROVAL

Infrastructure commitment: $2 million for track build out or locomotive investment and a minimum of $500,000 for ongoing track maintenance and improvements over term of contract

The anticipated annual revenue from this Agreement is $1,345,355.

RECOMMENDATION:

Management recommends the Board approve the Operating and Lease Agreement with Jacksonville Port Terminal Railroad, LLC. and authorize its Chief Executive Officer or his designee to execute the Agreement.

RECOMMENDED FOR APPROVAL:
Linda Williams
Chief Administrative Officer

Linda Williams
Linda Williams (Sep 23, 2026 08:48:39 EDT)
Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green, CEO

Eric B. Green
Eric B. Green (Sep 23, 2026 08:51:01 EDT)
Signature and Date

BOARD APPROVAL:

9/28/2026
Meeting Date

Rebecca Dicks/Corporate Secretary

ATTEST:

Patrick Kilbane, Secretary

J. Palmer Clarkson, Chairman

OPERATING AND LEASE AGREEMENT

BETWEEN

THE JACKSONVILLE PORT AUTHORITY

AND

JACKSONVILLE PORT TERMINAL RAILROAD, L.L.C.

March 1, 2027

Operating Agreement

<u>Exhibits:</u>
Exhibit A: Rail Interchange Point / Track Crossing Map
Exhibit A-1: Terminal Tracks
Exhibit A-2: Duffer Yard
Exhibit A-3: M-Yard

OPERATING AND LEASE AGREEMENT

THIS OPERATING AND LEASE AGREEMENT (this "Agreement") is made and entered into as of the 1st day of March, 2027, between the **JACKSONVILLE PORT AUTHORITY** ("Authority**")**, a body politic and corporate, whose address is 2831 Talleyrand Avenue, Jacksonville, FL 32202, and **JACKSONVILLE PORT TERMINAL RAILROAD, L.L.C.**, a Delaware limited liability company ("Railroad"), whose address is 315 West, 3rd Street, Pittsburg, KS 66762.

W I T N E S S E T H:

WHEREAS, Authority is the owner and operator of vessel berthing, cargo handling, storage facilities and railroad tracks at the Talleyrand Docks and Terminal ("Terminal Facilities") located in Jacksonville, Florida; and

WHEREAS, Railroad desires to lease a certain portion of the Terminal Facilities (the "Premises," as more particularly defined herein) to operate switching services on Authority's trackage, hereinafter referred to as the "Operation"; and

WHEREAS, Authority desires to lease the Premises to Railroad to carry out the Operation.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Authority and Railroad do hereby mutually undertake and agree, each for itself and its successors and assigns, as follows:

Article 1.
DEFINITIONS

The terms set forth below shall have the meanings given below whenever used in this Agreement:

"Commencement Date" shall be March 1, 2027, which shall initiate the commencement of Railroad's operations over the Tracks (as defined herein).

"Contract Term" shall mean the term of this Agreement as set forth Section 2.1 herein, including any renewals pursuant to Section 2.2 herein.

"Crossing(s)" shall mean all track bed and rail components, plus highway road bed and surface for the width of the rail ties within the crossing area where the Tracks cross any public street.

"CSXT" shall mean CSX Transportation.

"FEC" shall mean Florida East Coast Railroad.

"FRA" shall mean the Federal Railroad Administration.

"Gross Revenues" shall mean all revenues, rents, fees, commissions, charges and other income from any source received by or accrued to Railroad in connection with the operation of all activities conducted at or from the Tracks, as determined in accordance with Generally Accepted Accounting Principles. No deduction from Gross Revenues will be made for uncollected accounts, credit losses or other bad debts sustained by Railroad. Railroad must charge for all services rendered, including services rendered for or on behalf of affiliated companies except for those services having prior approval of Authority to meet customer service requirements.

"Interchange Point" shall mean the location indicated on **Exhibit A** where cars are received and delivered to and from CSX, NS, and any other applicable railroad.

"NS" shall mean Norfolk Southern Corporation or its railroad subsidiaries.

"Premises" shall mean all areas under the ownership and jurisdiction of the Authority to be utilized for the Operation, as indicated on the map of the Talleyrand Marine Terminal on **Exhibit A**, and more particularly on terminal tracks shown on **Exhibit A-1**, **Exhibit A-2** and **Exhibit A-3**.

"Railroad Car" shall mean any type of railroad freight car, locomotive, or other item of railroad equipment.

"STB" shall mean the Surface Transportation Board or any successor federal authority with jurisdiction over the operations of common carriers by rail.

"Tracks" shall mean:

(a) trackage, ties, roadbed, crossings at grade, appurtenances, and the clearances therefore, owned by the Authority within the area under the jurisdiction of the Authority, which trackage is set forth and described in **Exhibit A**, **Exhibit A-1, Exhibit A-2** and **Exhibit A-3**; and

(b) any trackage that may be or may hereafter be granted by the Authority for use by the Railroad hereunder, the operation thereon shall be made known to Railroad by Authority by written notice, subject to any necessary regulatory approvals.

Article 2.
TERM

2.1 Term

The term ("Term") of this Agreement shall be for a period of six (6) years, commencing on March 1, 2027 and expiring on February 28, 2033, subject to termination under Article 4.

2.2 Renewal Periods

Railroad may request renewal of this Agreement for four (4) terms of one-year (1) each. Notice of Railroad's request for each renewal term must be given to Authority in writing at least ninety (90) days prior to the end of the then current term. Any renewal term(s) shall be granted at the sole discretion of Authority.

Article 3.
TRANSFER OF POSSESSION

At 12:01 A.M., local time, on the Commencement Date, Railroad shall be vested with the possession of the Tracks, pursuant and subject to this Agreement. Authority shall not have any responsibility for the provision of rail transportation services over said Tracks so long as Railroad's operation thereon remains in effect, except as otherwise provided herein.

Article 4.
TERMINATION OR EXPIRATION OF AGREEMENT

4.1 Termination By Either Party

This Agreement shall be subject to termination by either party pursuant to the terms and conditions of Section 4.5. In such event, this Agreement shall terminate effective upon securing the necessary regulatory approvals or exemption for its discontinuance of rail service and/or the transfer of possession of and operations over the Tracks by a new operator, as directed by Authority. Such termination will not be effective until the following have occurred:

(a) All required filings with the Surface Transportation Board ("STB") for discontinuance of service have been made by Railroad (or by the Authority, pursuant to Section 4.4 below, and the STB renders a decision permitting discontinuance;

(b) Authority issues Railroad official notice as to the actual date and time another railroad will assume provision of the services set forth in this Agreement; and/or

(c) If terminated by Railroad, Railroad has notified any subcontractors of such termination.

4.2 Holding Over

In the event this Agreement is terminated or the Term expires, and Railroad continues to remain in possession of or use or occupy the Premises, such continuation of possession or use shall not renew the Term but shall establish only a tenancy at sufferance between the parties hereto. In such event, Railroad shall proceed immediately to apply for and obtain the regulatory approvals or exemption necessary to discontinue its rail service and/or facilitate the initiation of rail service by a new operator, as directed by Authority, or as stipulated in this Article 4.

Except as provided in this Section 4.2, the Railroad's use of the Premises during a tenancy at sufferance shall be governed by all of the provisions and conditions of this Agreement that were in effect immediately prior to termination. The Authority shall have the right at any time during such tenancy to invoke any remedy provided it under Florida law. The Authority specifically reserves the right to unilaterally amend the amount of all fees and charges stipulated in Article 5 and **Exhibit B** attached hereto at any time that a tenancy at sufferance is in effect.

4.3 Regulatory Approvals

Notwithstanding anything to the contrary in this Agreement, in the event that Authority shall terminate this Agreement for any reason other than a reason based on one of the events set forth in Section 4.5, then Authority shall be responsible for all expenses related to the application for and obtainment of the regulatory approvals or exemption necessary to discontinue rail service and/or facilitate the initiation of rail service by a new operator referred to herein, and Railroad's only obligation hereunder shall be to proceed immediately with such application at Authority's expense.

In the event that this Agreement is terminated or expires pursuant to Section 4.5, Railroad shall at its sole expense, proceed immediately to apply for and obtain the regulatory approvals or exemption necessary to discontinue its rail service and/or facilitate the initiation of rail service by a new operator, as directed by Authority.

4.4 Authority's Application For Regulatory Approval

In the event this Agreement is terminated, should Railroad not initiate an application for regulatory approvals or exemption necessary to discontinue rail service within seven (7) days (excluding Federal holidays), then Authority shall, as a result of such failure, be authorized to initiate said application on behalf of Railroad. This provision constitutes specifically a delegation of authority by Railroad to Authority to make such a filing on Railroad's behalf and at Railroad's expense to the STB in the event of a termination which is not followed by initiation of application with the STB within Seven (7) days excluding Federal holidays. This provision is self-executing and authorizes attorneys for Authority to file all necessary papers to accomplish termination on behalf of Railroad under the foregoing circumstances. If a declaration of termination by Authority for the grounds enumerated in Section 4.5 occurs, the provisions of this Section 4.4 shall become immediately effective and Authority shall be authorized to apply for discontinuance of service with the STB on behalf of Railroad immediately. In the event Authority incurs any expenses in making any filing with the STB pursuant to this provision, Railroad shall reimburse Authority for such expenses.

4.5 Termination

Authority, in addition to all other remedies, may at its option declare this Agreement terminated in its entirety and exercise all right of re-entry upon the Premises upon the happening of any one or more of the following events:

(a) If the fees, charges or other payments which Railroad herein agrees to pay or is obligated to pay under any other Agreement with Authority, or any part thereof, are not paid within thirty (30) days of the due date; or

(b) If three (3) instruments submitted to Authority for any payment are returned to Authority due to insufficient funds during the Term of this Agreement; or

(c) If Railroad files a voluntary petition for bankruptcy, or makes a general assignment for the benefit of creditors; or

(d) If Railroad is adjudicated bankrupt; or

(e) If Railroad abandons and ceases to use the Premises except when such abandonment and cessation of use is due to fire, earthquake, strike, action of any government, default of Authority, or other cause beyond Railroad's control; or

(f) If Railroad uses or permits the use of the Premises at any time for any purpose for which the use at that time is not authorized by this Agreement or by a subsequent written Agreement between the Railroad or Authority, and such use is not rectified by Railroad within thirty (30) days' notice from Authority; or

(g) Railroad uses or permits the use of the Premises in violation of any law, rules or regulation, and such use is not rectified by Railroad within thirty (30) days' notice from Authority; or

(h) If Railroad fails to maintain the Tracks as specified in Section 9.6(a) or correct and restore any condition causing a derailment on the Tracks as specified in Article 6, and such failure to maintain is not rectified by Railroad within thirty (30) days' notice from Authority; or

(i) If Railroad fails to materially comply with any other term or condition of this Agreement, and such material non-compliance is not rectified by Railroad within thirty (30) days' notice from Authority.

(j) Railroad, in addition to all other remedies, may at its option declare this Agreement terminated in its entirety and upon the happening of any one or more of the following events: If Authority fails to materially comply with any term or condition of this Agreement, and such material non-compliance is not rectified by Authority within thirty (30) days' notice from Railroad.

4.6 Surrender of Premises

Railroad covenants that at the expiration of the Term of this Agreement, or expiration of any renewal Term for which Authority does not grant an extension thereof, or upon termination of this Agreement, it will quietly surrender the Tracks and any assigned area for storage and office site in good state and condition as provided herein, reasonable wear and tear excepted. Any improvements made to the Tracks by Railroad shall become the exclusive property of Authority. Railroad shall, at such time, forthwith remove all office buildings, equipment, trade fixtures and personal property belonging to it, and any damage caused by the installation, presence or removal of such equipment and/or property shall be repaired by Railroad at its expense. If surrender of the Premises is due to expiration or termination of this Agreement, Railroad shall proceed immediately to apply for and obtain the regulatory approvals or exemption necessary to discontinue rail service and/or to facilitate initiation of rail service by a new operator by the date of expiration or termination, as set forth in Section 4.1.

Article 5.
FEES AND CHARGES

5.1 Base Rental Fee

(a) Rate: Railroad shall pay Authority in advance a lump sum annual payment at the beginning of each Contract Year, as set forth in **Exhibit B**. Payment must be received by the Authority on or before the last day of the first calendar month of each Contract Year. The base rental fee shall be subject to Florida state sales tax.

(b) Late Charges For Base Rental Fee: If the annual lump sum base rental fee is not received by Authority by the tenth (10th) day of the second calendar month of the Contract Year, the base rental fee shall be assessed a penalty charge of one and one-half percent (1.5%) per month (.000493 per day) for as long as said payment remains unpaid.

(c) Increases In Base Rental Fee: The base rental fee indicated on **Exhibit B** shall be increased on the first anniversary of the Commencement Date of this Agreement, and every year thereafter, including any renewal periods. Each annual increase shall be in the amounts set forth on **Exhibit B**.

5.2 Percentage of Gross Revenues Payment

(a) Reporting and Payment: No later than the fifth (5^{th}) day of each month, Railroad shall submit to Authority a report detailing revenue calculations for the previous month to Authority. Said report shall be acceptable to Authority and certified to be true and correct by an officer of Railroad. Railroad. Railroad’s payment for percentage of Gross Revenues shall be calculated and remitted as stipulated on **Exhibit B**.

(b) Late Fees For Percentage of Gross Revenue Payments: If Railroad’s report, and payment therefor, is not received by Authority by the fifteenth (15th) day of each month, said payment shall be assessed a penalty of one and one-half percent (1.5%) per month (.000493 per day) for as long as said account remains unpaid.

5.3 Place of Payments

Payments required pursuant to this Agreement shall be made to:

Lockbox:	Jacksonville Port Authority PO Box 947820 Atlanta, GA 30394-7820 Lockbox number: 865820
ACH: Bank:	Wells Fargo Bank, N.A. 1 Independent Drive Jacksonville, FL 32202
Account #:	4613062413
Account Name:	Jacksonville Port Authority Concentration Account

Wire ABA:	121000248

Article 6.
DERAILMENTS

In the event a derailment occurs while Railroad is performing its services on Authority trackage, Railroad agrees that it will furnish, at its expense, all tools, machines, equipment, labor and material necessary for making necessary repairs and clearing the derailment and rerailing the Railroad Cars.

Article 7.
GOVERNMENTAL APPROVAL

Railroad shall be responsible for obtaining, at its expense, authority from the appropriate governmental agency(s) (by exemption or otherwise) to operate the Tracks as a common carrier by Railroad under the Interstate Commerce Act. Railroad is and shall be responsible for filing with the appropriate government agency (s), any and all contracts, tariffs and other related documents that may be required. Railroad shall provide Authority with copies of any filings it may perform and the responses thereto.

Article 8.
TARIFFS AND AGREEMENTS

8.1 Agreements With Other Railroads

Railroad shall use its best efforts to secure and maintain agreements with CSXT, NS, and any other railroad, pursuant to which those carriers pay and absorb Railroad's switching charges.

8.2 Railroad's Charges To Users

Railroad shall adopt the rates and charges currently in effect for customers along Authority's Tracks. In recognition of the intent of the parties hereto to furnish users of the Port with efficient and competitive services, Railroad agrees that no change, addition, modification or cancellations in any tariffs or contracts, as provided for by law or by this Agreement, shall take effect without Authority's prior written approval.

Article 9.
RIGHTS, DUTIES AND OBLIGATIONS OF RAILROAD

9.1 Efficient Service

Railroad shall provide efficient and economical railroad transportation services on the Tracks, including service to customers along the Tracks, and including the interchange of railroad cars to and from CSXT, NS, and any other railroad commensurate with the reasonable needs and requests of Railroad's customers. Railroad shall be responsible for complying with all applicable laws, regulations, and rules, including interchange and other rules promulgated by the Association of American Railroads, and for maintaining suitable interchange arrangements or agreements with CSXT, NS, and any other railroad. Railroad acknowledges that the successful operation of the Authority's port facilities is in large measure dependent upon the efficient and proper operation and maintenance of the Tracks and the development and encouragement of present and potential customers to locate and remain on the Tracks and to use Railroad's services. Railroad agrees to cooperate with the Authority to ensure that adequate rail service, at competitive cost, is at all times furnished to users of the Talleyrand Docks, as well as to other customers located along the Tracks.

9.2 Equipment and Labor To Be Furnished

Railroad shall furnish all locomotive, equipment, tools, supplies, labor, supervision and materials necessary to perform the operating services and track maintenance, and shall perform the services in a good, efficient, safe and workmanlike manner.

9.3 Housekeeping

Railroad, at its expense, shall remove all debris and excess materials resulting from Railcar Switching maintenance and repair activities, and upon completion of work leave Authority's Premises in clean and good order. Railroad shall provide custodial and cleaning services to the office indicated on **Exhibit A** at least daily except Sunday and Federal holidays. Railroad shall provide and maintain its own trash disposal system.

9.4 Utilities

Railroad shall pay for utilities and other related services to the office indicated on **Exhibit A**. Such services shall include, but not necessarily be limited to, electricity, water and sewer.

9.5 Operation On The Tracks

It shall be the duty of Railroad to inspect the Tracks and to satisfy itself as to the safe and serviceable condition thereof before causing any Railroad Car to be moved thereupon. The operation of any Railroad Car upon the Tracks by Railroad, its officers, employees, agents, servants, or subcontractors shall constitute an acknowledgment by Railroad that the condition of the Tracks is such that Railroad Cars may be safely operated thereupon. Railroad shall perform its operation on the Tracks as though the Tracks were Class I Trackage as defined by the Federal Railroad Association.

9.6 Railroad's Duty to Maintain and Repair Tracks

(a) Trackage

Throughout the Term of this Agreement, Railroad shall maintain, repair and recondition the Tracks, which Railroad shall perform or cause to be performed, and shall maintain the Tracks in no less than Class I AAR Standards. Railroad shall conduct monthly inspections of track and switches in accordance with FRA standards. Grade Crossing Signals Systems will be inspected, tested, and repaired in accordance with FRA standards. All inspection reports shall be shared with the Authority's Talleyrand Terminal Director. On a monthly basis, Railroad shall maintain and provide Authority a report upon request, detailing the work performed on the Tracks, the costs thereof (original supporting invoices must accompany maintenance reports), and the planned related activities for the following month. Said report shall include a diagram indicating where said work was performed during the month, and indicating where planned work will be done. Additionally, Railroad shall promptly inform Authority's Talleyrand Terminal Director of any material change in the condition of the Tracks, including without limitation, conditions requiring repair. Railroad shall maintain an inventory system for maintenance and repair materials acceptable to the Authority. When the replacement of cross ties is determined to be necessary, wooden cross ties shall be the preferred cross ties, unless otherwise specified by Authority. Failure to initiate corrective action on any Track needing repair within fifteen (15) days of receipt of notice from Authority of any Track needing repair shall constitute a default under this Agreement.

(b) Authority's Proposed Capital Plan

The proposed capital plan or the yearly capital plan as agreed to by Authority and Railroad each year would be funded based on future rail business requirements and increased of rail volumes. Authority's 5 year capital plan would include, but not be limited to; upgrades of rail infrastructure. This would be a joint planning effort shared by Authority, Railroad and Tenants. The yearly capital plan as agreed to by Authority and Railroad will be funded by Authority until a minimum carload threshold of 6,000 carloads per year is reached. Once 6,000 carloads per year is reached the agreed to yearly capital plan will be funded 100% by Railroad.

(c) Crossing

(i) Railroad shall maintain and repair all Crossings on the Tracks, as depicted on **Exhibit A** hereof. Improvements or upgrades to the Crossing on Talleyrand Avenue, 11th Street Port Entrance Gate, Buckmann Street, Phoenix Street, Preston Street, Evergreen Street and Junk Yard Street would be a Capital investment program supported by Proposed Capital Plan.

(ii) Railroad shall repair and maintain such signal devices as are in place on the Tracks or as may be required by applicable federal or state law. Improvements or upgrades to lighting, crossing arms, and technology for Phoenix Street, Buckmann Street and Talleyrand Avenue would be supported by Proposed Capital Plan Program with applicable state funding, if available.

9.7 Changes to Tracks

Except as herein set forth, or as may be required by law, Railroad may change, enlarge, rearrange, extend, place permanent improvements upon, or otherwise alter the Tracks, provided however, Railroad has first obtained Authority's prior written approval.

9.8 Security of Authority's Facilities

Upon completion of services in any normal scope of work, Railroad shall secure and otherwise safeguard Authority's premises. The Authority shall provide roving guard services of visual observation.

9.9 Services To Be Provided During Labor Disputes

Railroad warrants that it will exercise reasonable diligence to furnish the services hereunder during any labor dispute, strike or work stoppage with or by its employees or by employees other than Railroad's. Railroad will take action, including court action, reasonably necessary to prevent or terminate the same without interruption of its services hereunder.

9.10 Liens And Encumbrances

Railroad shall keep the Tracks free and clear of any and all liens and encumbrances arising out of its possession, use, modification, or operation of the Tracks, which might impair Authority's interest in the Tracks or Railroad's leasehold interest in same; provided, that this requirement shall not be construed to prohibit Railroad from contesting in good faith and by appropriate proceedings its alleged obligations giving rise to any such lien or encumbrance unless such contest involves a material risk that the Tracks or any part thereof or interest therein (including Railroad's leasehold interest may be sold, lost or forfeited, or the use thereof interfered with).

9.11 Laws, Ordinances, Rules and Regulations to be Observed

Railroad shall comply with and shall cause its officers, employees and any other persons over whom it has control to comply with any and all municipal, state and federal laws, ordinances, and rules and regulations, including but not limited to Occupation Safety and Health Administration, United States Customs, Unites States Coast Guard, Environmental Protection Agency, Department of Environmental Regulation, Environmental Protection Agency, Department of Transportation, the Oil Pollution Act of 1990, interchange and other rules promulgated by the Association of American Railroads and Authority's published tariff, and will be held responsible for any violation of same. This responsibility shall include any clean up and restoration costs incurred as a result of any spills or leakage of products handled or used by Railroad in its use and occupancy of Authority's Terminal Facilities.

Article 10.
RIGHTS, DUTIES AND OBLIGATIONS OF AUTHORITY

10.1 Storage Area and Office Location

The Railroad shall use the fenced-in storage area and the office building shown on **Exhibit A** attached hereto (collectively, the "Office Buildings") during the term of the Agreement. The Railroad's use of the Office Buildings shall be subject to the use terms and conditions set forth on **Exhibit D** attached hereto.

10.2 Relocation and Changes to Tracks

Authority reserves the right to add, delete or relocate trackage and relocate operations areas (including office locations and storage areas) depending on future configuration needs of the Terminal.

10.3 Relocation of Office and Storage Areas

Authority shall pay for the reasonable costs of relocation of the Office Buildings if relocation is required by Authority.

Article 11.
SECURITY

The Authority shall provide electronic security monitoring at F&J and Duffer Yard areas as indicated on **Exhibit A** and **Exhibit A-2**; however, the Railroad shall not be considered to be a third party beneficiary of the guard service provided by the Authority. Security required to safeguard Railroad's property by lock and key, barrier or security fencing shall be the responsibility of the Railroad.

The Railroad assumes all responsibility for the security and protection of the Premises, including, but not limited to compliance with Federal Maritime Transportation Security Act, 33 C.F.R., Part 105. Any additional security deemed necessary by the Railroad specifically for the Premises shall be the responsibility of Railroad and shall be procured by the Railroad at its sole expense.

Pursuant to the requirement of Section 9.11 hereof, the Railroad must comply with all laws imposing security requirements and measures relative to the Railroad's use and occupation of the Premises and the Terminal Facilities. Specifically, the Railroad understands and agrees that it shall bear the primary responsibility of compliance with the requirements Federal Maritime Transportation Security Act 33, C.F.R., Part 105. Such compliance includes the payment of the costs and expenses of all operational requirements related to mandated security measures as well as the payment of all costs for security related infrastructure that must be installed or maintained on the Premises, including the cost of interfacing the information technology features of Railroad's security system with the security system of the Authority. For example, but without limitation, if Railroad installs an alarm system or security camera, the Railroad shall give the Authority access to all video feeds and other information obtained from such system or camera. The Railroad agrees that it shall be responsible for the payment of all such costs and expenses.

The Authority agrees that it shall reasonably cooperate with the Railroad by coordinating the efforts of the parties whenever the security measures required of each can best be served by a cooperative effort. The Railroad recognizes that the Authority has certain security responsibilities imposed on it by law as the owner of the Premises and in its capacity as a public deep water port. The Railroad therefore agrees that the Authority retains full and final decision-making authority for all security related matters. The Railroad agrees that it will grant the Authority unrestricted access to the Premises in order for Authority to determine and ensure compliance with, and to carry out any day-to-day implementation of security plans and policies necessary to achieve compliance with, any and all applicable local, state or federal laws and/or regulations. The Railroad shall promptly take such corrective action as is directed by the Authority as necessary to achieve compliance with such laws and/or regulations. In those instances when the Authority is providing security services, oversight or assistance to the Railroad in matters of security, the Railroad agrees that it shall hold the Authority harmless from and not prosecute any claim against the Authority for direct or consequential damages occurring as a result of the loss of business or any other loss resulting from the suspension or delay of the Railroad's business operations occasioned by the enforcement of any security requirement imposed by federal, state or local law or regulation.

Article 12.
AUDITS

12.1 Schedule of Gross Revenues:

Throughout the Term of this Agreement, including any renewal Terms, Railroad shall submit to Authority a schedule showing the computation of Gross Revenues no later than sixty (60) days after the end of Railroad's fiscal year. Said schedule shall be signed by a certified public accountant, satisfactory to Authority, stating that he has reviewed the underlying records of Gross Revenues and in the course of his review, nothing came to his attention that would cause him to believe that any of the information contained in the schedule is incorrect. Costs of such accountant shall be borne by the Railroad.

12.2 Inspection of Records:

Each party to this Agreement shall have the right to inspect, audit and copy the books and records or the other party relating to the provisions and requirements of this Agreement. Such inspection shall be on reasonable notice and at reasonable times and locations; and each party may impose reasonable conditions on such inspection to protect confidential business information from needless disclosure, so long as such conditions do not prevent the inspecting party from obtaining the necessary information and verification. Each party shall retain all books and records that might be subject to inspection hereunder for at least three (3) years following the end of the lease month to which they relate.

12.3 Audit of Gross Revenues:

If the result of any audit by the Authority establishes that Railroad's Gross Revenues have been understated by five percent (5%) or more, the entire expense of said audit shall be borne by Railroad. Additional monies due to Authority as a result of any audit shall be paid immediately to Authority. If it is determined there is an excess payment from Railroad, such excess shall be credited to Railroad's account.

12.4 Additional Monies Due:

Additional monies due as a result of any audit or annual reconciliation shall be paid within thirty (30) days of date of the Authority's invoice. Authority shall provide Railroad with written documentation in support of any sums due Authority by Railroad as a result of any audit. If it is determined that Railroad has made excess payments, Authority will within thirty (30) days of date of invoice credit any such excess to Railroad's account.

Article 13.
EMPLOYEES

13.1 Personnel

Railroad shall be responsible for furnishing all personnel needed in order to fulfill its duties and responsibilities under this Agreement. All personnel so employed in providing services, including the entire work force up to and including all members of management, or other persons in general charge of the Tracks, shall be employed by Railroad, and shall remain at all times the employees of Railroad, and not the employees of Authority. Railroad shall locate, recruit, select, hire and train all of its necessary personnel and shall supervise, direct and control such personnel.

13.2 Wages And Benefits

Railroad will pay, and be solely responsible for all wages, fringe benefits, employee benefits, unemployment and worker's compensation insurance and Social Security where appropriate or Railroad Retirement and other charges, taxes, levies, or premiums regarding any such employees.

13.3 Exercise of Control

Notwithstanding any other provision of this Agreement, all such personnel employed by Railroad shall be solely Railroad's employees, subject to Railroad's exclusive direction and control, and Authority shall not have any right to exercise direction of, control over, employ or be responsible for any such personnel.

13.4 Notification of General Manager and Summary of Qualifications

Prior to commencement of this Agreement, Railroad shall notify Authority in writing, a summary of qualifications of Railroad's General Manager who will manage Railroad's operation on the Premises and over the Tracks. Authority shall be notified of any change in Railroad's General Manager in like manner prior to any change in personnel during the term of this Agreement.

Article 14.
INDEMNIFICATION

14.1 Railroad's Responsibility

Railroad assumes sole responsibility for and agrees to indemnify the Authority against all loss and damage to property of the Authority or property of others, or personal injury occurring to any person, arising from Railroad's operation of services on the Tracks, except to the extent caused by the negligence or willful misconduct of the Authority.

14.2 Indemnification

(a) Railroad hereby agrees that it shall protect, indemnify, defend and hold the Authority harmless from and against any and all claims, actions, demands, losses, penalties, costs, causes of action, expenses, including reasonable attorneys fees and expenses, liabilities, settlements, judgments and damages of whatsoever kind of nature, whether prosecuted by the Railroad or third parties, resulting from any act, action, or omission, including, but not limited to, personal injuries including death, property damage or any other loss arising out of, incidental to or in any way connected to the Railroad's activities on or its use and occupation of the Premises and/or the Terminal Facilities, including damage or injury to any goods, articles or property of any description, regardless of who owns such property, that may be shipped or handled by Railroad over the Tracks, or arising out of Railroad's use of the Tracks; any act of the Railroad or any of its agents, contractors, or licensees, including any claim, action, demand, loss, penalty, cost, expense, liability, settlement, judgment, damage or injury occasioned by the escape, discharge, dispersal, release, seepage, leakage or spillage of any Hazardous Substance used or handled by the Railroad, including the acts of its agents, employees, contractors and subcontractors. Each party shall give to the other party notice of any claim made or suit instituted that, in any way, affects the other party or its insurers. The Railroad and/or its insurers shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the Authority for any cause for which the Railroad is liable under this Agreement shall be conclusive against the Railroad as to liability and amount. For purposes of this Article 14, the term "Authority," as it relates to parties for whose actions the Authority is responsible, shall include its governing board, officers, employees, agents, contractors, subcontractors, licensees, and assigns and the term "Railroad," as it relates to parties for whose actions the Railroad is responsible, shall include its subsidiaries, contractors, subcontractors, agents, employees, subtenants, licensees and assigns. In any and all claims or demands against the Authority by any employee of the Railroad or any of the Railroad's contractors, subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Article 14 shall not be restricted or reduced by any limitation on the amount or type of the damages, compensation or benefits payable by or for the Railroad or any of the Railroad's subcontractors under Worker's Compensation Acts, Disability Acts or other employee benefits laws. Notwithstanding any of the foregoing in this Paragraph, Railroad shall not be required to protect, indemnify, defend and hold the Authority harmless from and against any and all claims, actions, demands, losses, penalties, costs, causes of action, expenses, including reasonable attorneys' fees and expenses, liabilities, settlements, judgments and damages of whatsoever kind of nature, to the extent caused by the negligence or willful misconduct of the Authority.

(b) If any claim, action or proceeding is made or brought against the Authority against which the Authority is indemnified pursuant to this Section 14.2 or any other provision of this Agreement, then, the Railroad, at its sole cost and expense, shall diligently resist or defend such claim, action or proceeding in the Authority's name. The foregoing notwithstanding, the Authority may engage its own attorneys, at the sole cost and expense of the Authority, to defend it or to assist in its defense.

(c) The provisions of this Section 14.2 shall survive the expiration or termination of the Term as such provisions may relate to any claim or demand that arose during the time this Agreement was in force and effect.

14.3 Environmental Indemnification.

(a) The Railroad hereby agrees that it shall indemnify, defend and hold the Authority harmless against any and all claims, actions, injuries, demands, losses, liabilities, penalties, costs, expenses and damages incurred by the Authority arising as a result of the Railroad's activities on or its use and occupation of the Premises or the Terminal Facilities that are in violation of any Applicable Environmental Laws or that lead to an environmental claim or penalty against the Authority. In the event the joint acts or omissions of the Authority and the Railroad should give rise to any environmental claim, action, injury, demand, loss, liability, penalty, cost, expense or damage, the responsibility for such environmental liability shall be apportioned according to each party's pro rata share of the entire liability. In determining the pro rata share of each party in the entire liability, their relative degrees of fault shall be the basis for allocation of liability. The principles of equity applicable to contribution generally shall apply. Each party shall give to the other party notice of any claim made or suit instituted that, in any way, affects the other party or its insurers. The Railroad or its insurers shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the Authority for any cause for which the Railroad is liable under this Agreement shall be conclusive against the Railroad as to liability and amount. For purposes of this Article 14, the term "Authority," as it relates to parties for whose actions the Authority is responsible, shall include its governing board, officers, employees, agents, contractors, subcontractors, licensees, and assigns and the term "Railroad," as it relates to parties for whose actions the Railroad is responsible, shall include its subsidiaries, contractors, subcontractors, agents, employees, subtenants, licensees and assigns. Notwithstanding the foregoing, in no event shall Railroad be responsible for any claims, actions, injuries, demands, losses, liabilities, penalties, costs, expenses and damages arising as a result of any activities or conditions from before the Effective Date of this Agreement.

(b) The provisions of this Section 14.3 shall survive the expiration or termination of the Term as such provisions may relate to any environmental claim or demand that arose during the time this Agreement was in force and effect.

14.4 Litigation From Third Parties

In the event of any suit brought against the Authority for which Railroad herein assumes liability, the Authority shall promptly give the Railroad notice in writing thereof in order that the Railroad may make such a defense thereto as Railroad may deem proper, and Railroad further covenants and agrees to pay all reasonable attorney fees, costs and expenses incurred in defending such suit, as well as all damages that may be recovered therein.

14.5 Litigation And Governing Law

This Agreement is to be read and construed in accordance with Florida law. Any disputes relating to this Agreement must be resolved in accordance with Florida law. Venue for any action arising under this Agreement shall be in the courts vested with jurisdiction for Duval County, Florida, with each party to bear its own fees and costs.

Article 15.
INSURANCE

15.1 Procurement and Maintenance of Insurance.

Throughout the Term, without limiting its liability, or the sovereign immunity of the Authority under Section 768.28, Florida Statutes and other sovereign immunity limitations of applicable law, the Railroad shall procure and maintain, at its sole cost and expense, insurance policies of the type and with the minimum limits as stipulated in **Exhibit C**. The insurance policies must be issued by a company or companies meeting the following criteria (the "Insurer Criteria"): (i) such company or companies shall be either (a) authorized to do business in the State of Florida or (b) an eligible surplus lines insurer under Florida laws; and (ii) such company or companies shall have a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

This insurance must insure the Railroad and the Authority against all liabilities for death, injuries or damages to the extent assumed by Railroad herein. The Railroad must also procure and maintain in force, throughout the Term, fire and extended coverage on all equipment and improvements in the amount of their full insurable value naming both the Authority and the Railroad as insureds. The Railroad shall furnish to the Authority certificates evidencing such insurance, showing the Authority as an additional insured under the Railroad's Liability Coverage via blanket endorsement. Certificates evidencing the existence thereof, all in such form as the Authority's risk manager may reasonably require, shall be delivered to the risk manager upon the execution of this Agreement. Each such policy or certificate shall contain a valid provision or endorsement stating that:

"The Jacksonville Port Authority ("Authority"), Board members, officers, employees and agents of the Authority are additional insureds on this Policy."

This policy will not be canceled or materially changed without Railroad first giving sixty (60) days written notice in advance thereof to the Risk Manager, Jacksonville Port Authority, P.O. Box 3005, Jacksonville, FL 32202.

15.2 Review and Adjustment of Insurance.

The insurance requirements stipulated on **Exhibit C** shall be subject to periodic review and adjustment by the Authority to ensure compliance with current industry standards.

15.3 Authority's Self-Insurance.

The Authority is a body politic and corporate chartered by the State of Florida, and as such, is subject to the provisions of Section 768.28, Florida Statutes. Accordingly, the Authority maintains a program of self-insurance that will respond to any liability of the Authority arising under this Agreement. It is incumbent upon the Railroad to carry and maintain such types and amounts of insurance it deems necessary to fully protect its own cargo, property and equipment.

15.4 Damage or Destruction.

(a) If the Premises and/or Terminal Facilities are damaged as a result of fault or negligence of the Railroad or the Railroad's servants, employees, guests, invitees, agents, visitors, licensees, subsidiaries, contractors, subcontractors, subtenants or assigns, the Railroad shall pay all costs of repair necessary to restore the Premises and/or the Terminal Facilities to the condition existing before the damage occurred, and there shall be no abatement of fees and charges or the real property taxes during the time such repair is in progress. The Authority shall have no obligation or duty to make repairs or do restoration.

(b) If the Premises, excluding those improvements owned by the Railroad, should be partially damaged or become unusable or otherwise inaccessible as a result of fire, flood, windstorm, action of the elements, or other cause not caused by the gross negligence or willful misconduct of the Authority, the Authority shall have no obligation or duty to make repairs or do restoration, and if, as a result of such damage or becoming unusable or inaccessible Railroad is unable to perform its obligations hereunder, Railroad shall be excused from performance hereunder, including an abatement of fees and charges or the real property taxes during such time.

(c) The Railroad shall immediately notify Authority in case of any damage by fire, flood, windstorm, the elements or other cause.

Article 16.
TAXES AND ASSESSMENTS

During the Term, the Railroad agrees that it shall pay on or before the last day on which payment may be made without penalty or interest, all lawful taxes, assessments and other user fees, however named, specifically including any ad valorem tax, which may become a lien upon or which may be charged, assessed, imposed, or levied by the State of Florida, Duval County, the City of Jacksonville, any district or other governmental body upon the Premises or arise in connection with the Railroad's occupancy or use thereof or upon any taxable interest of the Railroad acquired in this Agreement, or any taxable possessory right that the Railroad may have in or to the Premises occurring as a result of its occupancy thereof. The Railroad recognizes and agrees that the Premises are exempt from ad valorem taxes and other taxes unless leased by the Authority to an entity like the Railroad that is subject to such taxation. In the event of any change in Florida law relating to the taxation of property, the Railroad agrees that it shall pay the entire amount of any taxes imposed on the Premises levied as a result of such change commencing with the first tax year such taxes are due and thereafter annually throughout the Term. None of the provisions, covenants or conditions of this Agreement shall constitute or be construed to be a release or waiver on the part of any lawfully empowered taxing authority of its right or obligation to assess, levy and collect from the Railroad any license, personal, intangible, occupation, ad valorem or other tax which shall be lawfully imposed on the business or property of the Railroad, or upon the Premises. The Authority agrees that it will provide any information currently in its possession relating to the valuation of the Premises for tax assessment purposes if requested to do so by the Railroad. The Railroad shall be responsible for any sales taxes imposed on the Railroad, this Agreement, or on the payments hereunder by the laws of the State of Florida. The Railroad shall reimburse the Authority for any stormwater and/or solid waste fees or any other user fee or assessments paid by the Authority in connection with the Premises.

Article 17.
NOTICES

Any notice given under the terms of this Agreement shall be deemed sufficient if furnished by facsimile transmission, certified letter return receipt requested, or overnight courier. A printed message confirming that a facsimile has been sent shall constitute evidence that notice has been given. The facsimile number utilized by each party for this purpose shall be furnished by correspondence and may be changed by like method.

If by mail to Authority

Jacksonville Port Authority
2831 Talleyrand Avenue
Post Office Box 3005
Jacksonville, Florida 32206

If by mail to Railroad

Jacksonville Port Terminal Railroad, L.L.C.
315 W. 3rd St.
Pittsburg, KS 66762
Attn: General Counsel

Article 18.
GENERAL CONDITIONS

18.1 No Assignment

Railroad shall not assign this Agreement, or any of its rights or obligations hereunder or subcontract for the furnishing of any transportation services to be provided by Railroad hereunder, without prior written consent of Authority, which consent shall not be unreasonably withheld. Notwithstanding Authority's consent to any such assignment or subcontracting by Railroad, Railroad shall remain liable for its obligations hereunder.

18.2 Successors and Assigns

Subject to Section 18.1, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

18.3 Entire Agreement

This Agreement represents the only and entire agreement between the parties hereto with reference to the matters set forth herein, and there are no other or outstanding agreements or covenants concerning such matters that are not set forth herein.

18.4 Invalid Provision

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall not affect the parties' respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

18.5 Title To Tracks

Notwithstanding Railroad's possession and use of the Tracks under this Agreement, Authority shall at all times remain the owner of all of its right, title and interest in the Tracks. Railroad shall not take any action inconsistent with the foregoing, and in particular shall not represent to third parties that its interest in the Tracks exceeds that granted to it under this Agreement.

18.6 No Liability

No member of the Authority nor any Authority director, officer or employee shall be held personally liable under this Agreement because of its execution or attempted execution.

18.7 Counterparts

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original so long as it bears the signature of both parties.

18.8 Radon Gas

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 the Duval County public health unit.

18.9 Exhibits And Adjustments To Agreement

All exhibits or schedules referred to herein, or which from time to time may be referred to in any duly executed amendment hereto, are by such reference incorporated herein and shall be deemed a part of this Agreement as if fully set forth herein.

18.10 Modifications.

No change in, modification to, or amendment to this Agreement shall be valid or enforceable unless it is approved by the Railroad and the Authority, reduced to writing and executed by the duly authorized representatives of the Authority and the Railroad.

18.11 Construction

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

18.12 Waivers

No waiver by either party of any of the terms, conditions, covenants, or agreements herein shall be deemed or taken as a waiver at any time thereafter of same or any other term, condition, covenant or agreement herein contained, nor as a waiver of the strict and prompt performance thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Operating and Lease Agreement to be executed in their respective names by their proper officers or individuals thereunto duly authorized and have caused their seals to be affixed thereto this ________ day of __________, 2027.

Witness:	**JACKSONVILLE PORT AUTHORITY**
By:__________________________________	By:____________________________ Eric Green, CEO
Print Name:___________________________	Date:___________________________

Witness:	**JACKSONVILLE PORT TERMINAL RAILROAD, L.L.C.**
By:__________________________________	By:____________________________
Print Name:___________________________	Print Name:_____________________
	Title:___________________________
	Date:___________________________

Form Approved:

By:____________________________
Office of General Counsel

[*Signature Page to Operating and Lease Agreement*

EXHIBIT A

RAIL INTERCHANGE POINT / TRACK CROSSING MAP

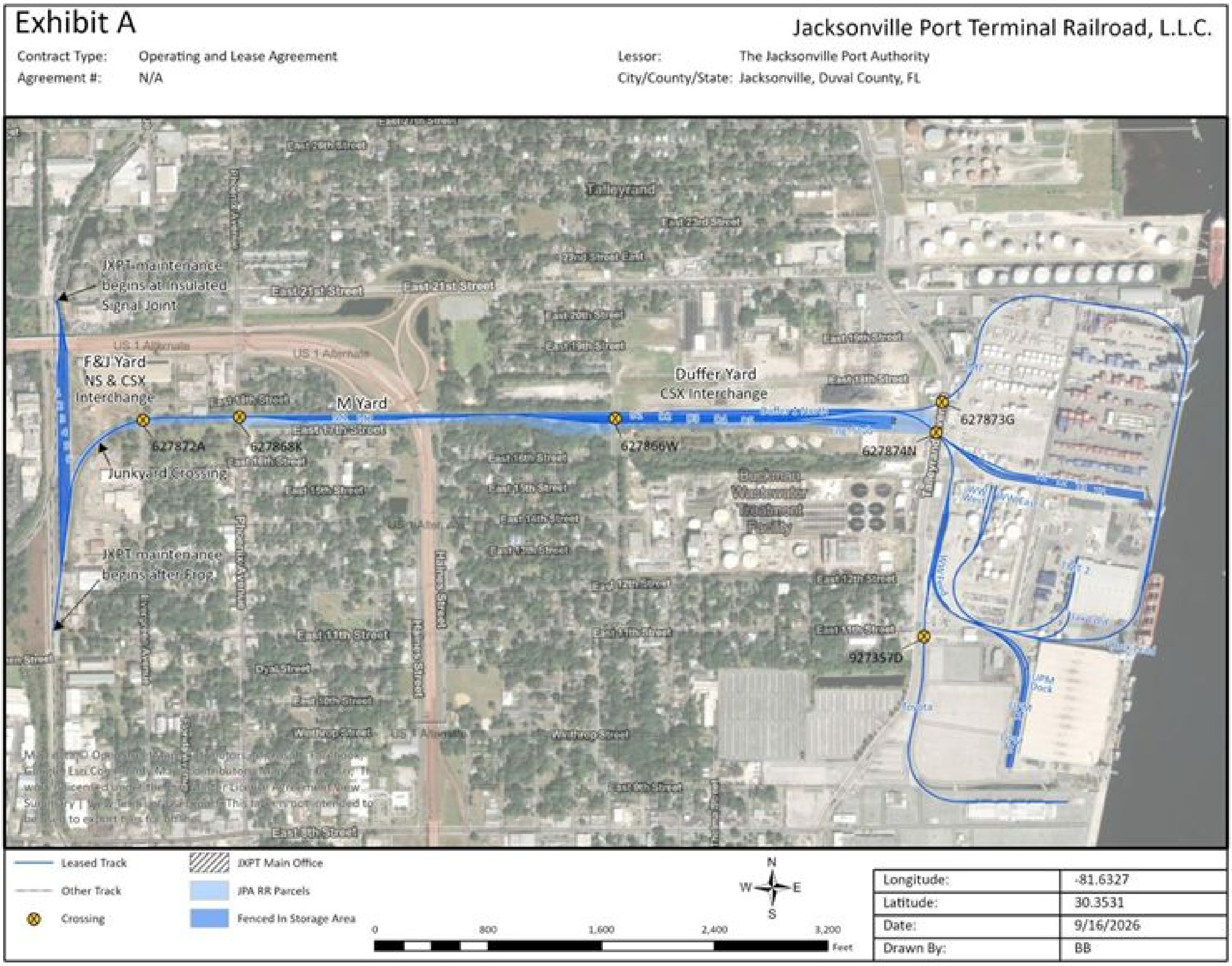


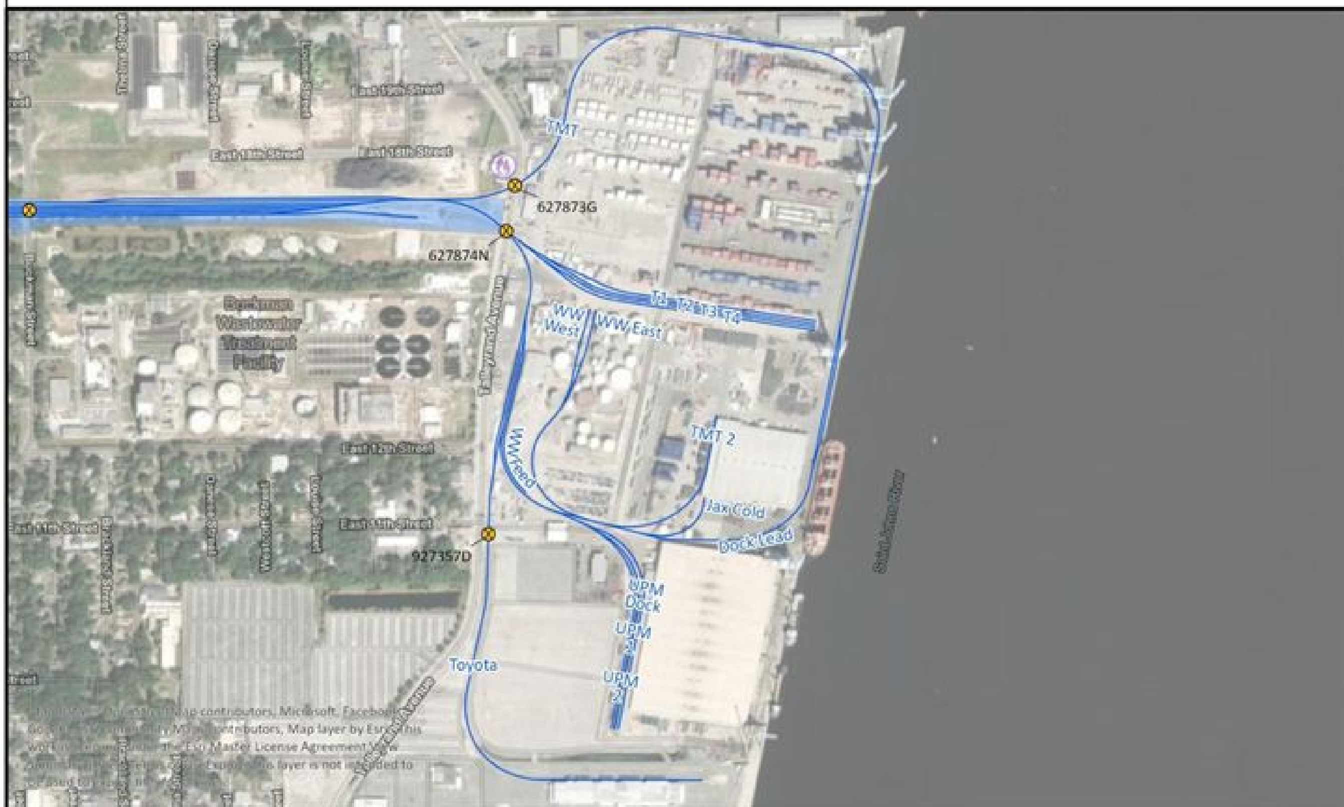
EXHIBIT A-1

TERMINAL TRACKS

Exhibit A-1: Terminal Tracks

Jacksonville Port Terminal Railroad, L.L.C.

Contract Type:	Operating and Lease Agreement	Lessor:	The Jacksonville Port Authority
Agreement #:	N/A	City/County/State:	Jacksonville, Duval County, FL



Leased Track
Other Track
Crossing
JPA RR Parcels

0 600 1,200 1,800 2,400 Feet

Longitude:	-81.6229
Latitude:	30.3515
Date:	9/16/2026
Drawn By:	BB

EXHIBIT A-2

DFFER YARD

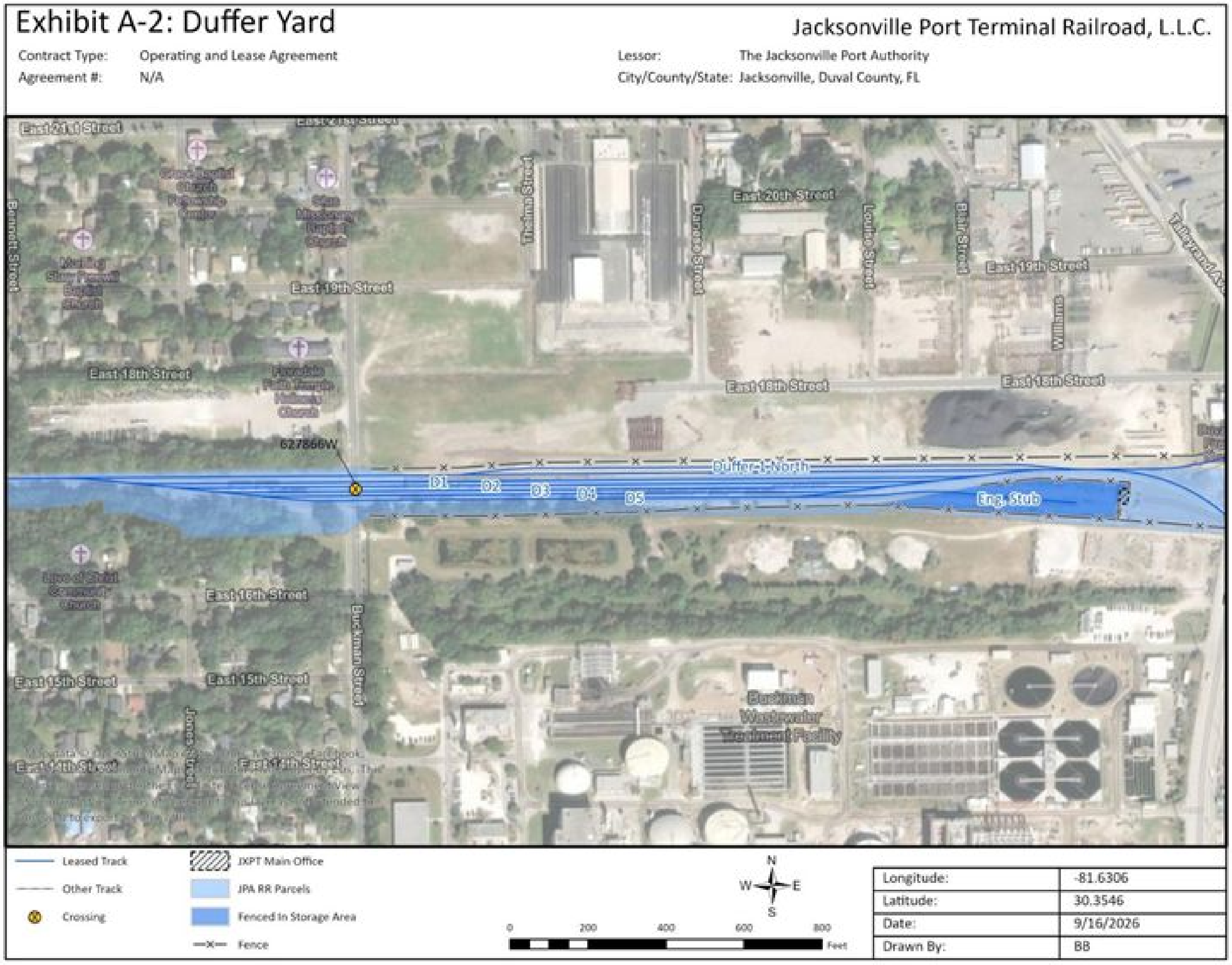


EXHIBIT A-3

M YARD

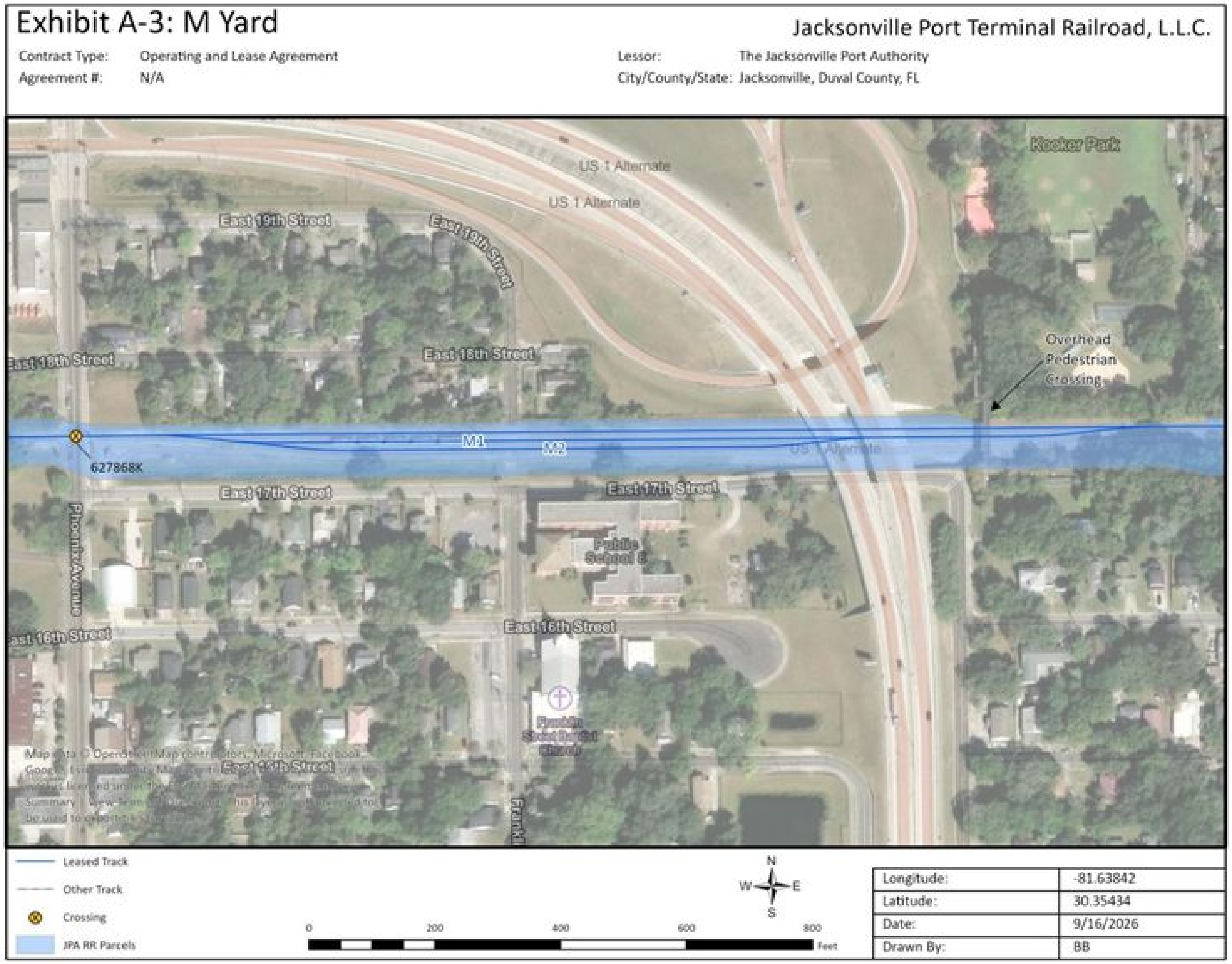


EXHIBIT B

TERM AND SCHEDULE OF RATES AND CHARGES

RATES AND CHARGES TO BE PAID TO AUTHORITY BY RAILROAD

I. Leased Premises Rental Fee. Railroad shall pay the Authority the following Leased Premises Rental Fees. Base Rental Fee shall increase two percent (2%) annually for the duration of the term, including any renewal term, with payment due on or before March 31st of each year. All Leased Premises Rental Fees are subject to Florida State Sales Tax.

Contract Year	Annual Base Rental Fee	Payment Due on or before
1. 2027-28	$73,139	3/31/27
2. 2028-29	$74,602	3/31/28
3. 2029-30	$76,094	3/31/29
4. 2030-31	$77,616	3/31/30
5. 2031-32	$79,168	3/31/31
6. 2032-33	$80,751	3/31/32

II. Percent of Gross Revenues Payments (per month). Railroad shall submit to the Authority a report detailing revenue calculations for each month. Revenue payments for the previous month's activities are due and payable to the Authority no later than the 15th day of each month in accordance with the tiered revenue sharing agreement below.

Gross Revenue (Monthly)	Shared %
$0 - $50,000	0%
$50,001 - $100,000	30%
$100,001 - $250,000	60%
Over $250,000	50%

1. No Revenue Share is required from $0 to $50,000 Dollars
2. Thirty Percent (30%) of all Gross Revenues from Railroad's operations exceeding the first Fifty Thousand and One Dollars ($50,001) and up-to One Hundred Thousand Dollars ($100,000).
3. Sixty Percent (60%) of all Gross Revenues from Railroad's operations exceeding the first One Hundred Thousand and One Dollars ($100,001) and up-to Two Hundred Fifty Thousand Dollars ($250,000).
4. Fifty Percent (50%) of all Gross Revenues from Railroad's operations exceeding Two Hundred Fifty Thousand Dollars ($250,000).

IV. Infrastructure Improvements.

Railroad shall commit a minimum of Two Million Five Hundred Thousand Dollars ($2,500,000) towards future rail infrastructure and maintenance over the Term of the Agreement as follows.

1. Invest up to $2 million for track build-out and/or locomotive investment, as needs require.
2. Dedicate a minimum of $500,000 to ongoing maintenance and capital improvements.
3. Maintain maintenance of the railroad to applicable FRA standards, ensuring safe, reliable, and compliant operations.

V. **Annual Adjustment of Railroad's Tariff Rates for Services**. On February 1, 2027 and on February 1 of each Contract Year thereafter of this Agreement, the Railroad's Tariff Rates shall be increased by the same percent of increase that occurred in the Consumer Price Index (CPI) for the twelve-month period that ended 3 months just prior to February. The percent of increase in the CPI for this twelve-month period will be computed utilizing the index for Urban Wage Earners and Clerical Workers 1982-84 = 100. The annual increase shall be no lower than Two percent (2%) and no higher than Three percent (3%). If there has been a negative fluctuation in the CPI at the time an annual increase would have otherwise been implemented, such negative fluctuation shall not be used to reduce the amount of any fees previously implemented by Railroad and therefore the ensuing year, Railroad fees and charges calculated according to the same rates that were in effect for the previous year. If the CPI becomes unavailable or is revised, a substitute shall be used to obtain substantially the same results as would be obtained if the CPI had not been discontinued or revised.

VI. **Other Fees and Charges.** Any other fees and charges due and payable to the Authority by Railroad, and not stipulated by this Agreement, shall be assessed and paid in accordance with the procedures established in Authority's published tariff or its reissue unless otherwise agreed to in writing.

VII. **Other Rules and Regulations.** Unless stated otherwise in the Agreement, all Rules and Regulations stipulated in JAXPORT's published tariff or its reissue shall apply to Railroad's operation on the Terminal Facilities.

EXHIBIT C

SCHEDULE OF INSURANCE REQUIREMENTS

Prior to commencement of operations or occupation of the Premises Railroad must have procured the insurance coverage as follows:

I. RAILROAD LIABILITY INSURANCE:

Railroad Liability Insurance, or its equivalent (including coverage for railroad operations and loss of use shall be maintained in the combined limit of at least Five Million Dollars ($5,000,000), to which the Authority shall be named and endorsed as an additional insured. Such coverage shall also include:

a. Liability for damage to or destruction of property of others in Railroad's care, custody or control, and

b. Broad Form Contractual Liability Coverage providing insurance as to the liability of Railroad to Authority, and

c. Federal Employers Liability Act (FELA), occupation disease insurance, disability benefit laws and any other employee benefits acts or laws applicable to Railroad in the performance of its services that covers claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, at a combined single limit of Five Million Dollars ($5,000,000); and

II. COMMERICAL GENERAL LIABILITY or its equivalent;

a. The Authority shall be named and endorsed as an additional insured.
b. Combined Single Limit of Liability for Personal and Bodily Injury and Property Damage including Fire Legal Liability as follows:

General Aggregate	$10,000,000
Each Occurrence	$5,000,000
Fire Legal Liability	$5,000,000

III. COMPREHENSIVE AUTOMOBILE LIABILITY: Coverage shall include all owned, non-owned or hired automobiles.

Combined Single Limit of Liability $1,000,000

IV. PROPERTY INSURANCE/ALL RISK: Coverage for rolling stock, locomotive and foreign line rolling stock shall be in the amount of the full insurable value of the property, including wind, flood and earthquake insurance. Coverage shall also include the full value of the Equipment, the Improvements, personal property and contents and/or cargo under Railroad's care and custody.

V. POLLUTION LEGAL LIABILITY: Railroad shall carry Pollution Legal Liability Insurance in an amount no less than $5,000,000 per incident/aggregate for bodily injury, property damage, business interruption and extra expense covering process, operations and transportation/vehicles, loading and unloading.

VI.. UMBRELLA/EXCESS LIABILITY INSURANCE: $25,000,000 excess to the foregoing on the form basis set forth in this Exhibit. The excess policy shall also schedule, Employer's Liability and FELA.

VII.. No Representation of Coverage Adequacy – By requiring the insurance as set out in this Agreement, the Authority does not represent that coverage and limits will necessarily be adequate to protect tenant, and such coverage and limits shall not be deemed as a limitation on Railroad's liability under the indemnities provided to the Authority in this Agreement.

VIII. Waiver of Subrogation by Railroad. A waiver of subrogation is required for CGL, or its equivalent, Auto Liability, Pollution and Umbrella Liability. Railroad waives all rights against the Authority and its agents, officers, directors and employees for recovery of damages.

NOTE: It is understood by the Parties that the coverages outlined in Paragraphs I and III above, may be provided by Railroad on an equivalent basis under a single liability policy.

EXHIBIT D

Use Terms and Conditions – Office Buildings

Railroad shall adhere to the following terms and conditions regarding the use of the Office Building on the Premises:

1. Use.

Railroad shall only use the Office Building in connection with its activities and obligations under this Agreement.

2. Improvements. Railroad shall not make additions, alterations, changes or improvements in or to the Office Buildings or any part thereof, without the prior written consent of Authority, which consent may not be unreasonably withheld. Railroad shall maintain the Office Buildings (including but not limited to all improvements) in good and safe condition, ordinary wear and tear excepted. Any approved additions, alterations, changes or improvements the Office Buildings shall be made in conformance with applicable governmental requirements.

3. Maintenance and Repairs.

Railroad shall maintain and keep the Office Buildings in good condition during the term of this Agreement. Railroad shall be responsible for all costs, expenses, maintenance (interior and exterior maintenance, including electrical, plumbing, utilities, sanitary, heating ventilating, air conditioning and other facilities), repair and replacement in connection with the Office Buildings.

4. Insurance. During the term of the Agreement, Railroad shall maintain in full force, at Railroad's expense, a policy of insurance in such amounts and coverages as deemed appropriate by the Authority's Risk Management Division.

5. Compliance with Governmental Requirements. Railroad shall comply with any governmental requirements governing or affecting the Office Building and the use thereof for any reason. Railroad shall notify Authority of its violation of any governmental requirement promptly after Railroad's knowledge thereof, and Railroad shall diligently and prudently take requisite action to correct any violations of governmental requirements as soon as reasonably possible after the discovery of same.

6. Hazardous Materials.

(a) Railroad shall not knowingly use, handle, store or permit the use, handling or storage of Hazardous Materials (as defined herein) on the Authority Facilities. Railroad shall not dispose of or permit or allow the disposal, leakage, spillage or discharge on or upon the Office Buildings of any Hazardous Material. If any Hazardous Material should be used, handled or stored (except in accordance with this Section) or if any Hazardous Material is disposed of or permitted to leak, spill or discharge on or upon the Office Buildings by accident or otherwise, Railroad shall provide immediate written notice thereof to Authority and Railroad shall immediately commence and diligently pursue the removal of any such Hazardous Material and Railroad shall remediate, clean and restore the Hazardous Material area in accordance with all applicable governmental requirements, and pay all fines, fees, assessments and penalties arising therefrom. Railroad shall furnish Authority periodically at Authority's request, certification that Railroad is in compliance with the provisions of this Section. "Hazardous Material" as used herein mean any hazardous chemical, hazardous substance or similar term as defined in the Comprehensive Environmental Responsibility Compensation and Liability Act, as amended (42 U.S.C. 9601, et. seq.), any other rules or regulations dealing with environmental protection.

(b) Railroad shall provide written notice to Authority within five (5) days of:

(i) any change in Railroad's utilization and operation of the Office Buildings involving the use, handling or storage of Hazardous Materials;

(ii) receipt of any warning, notice, notice of violation, lawsuit or the like from any governmental agency or regulatory authority relating to environmental compliance;

(iii) receipt of any complaint, claim, or lawsuit filed by any third party relating to environmental compliance; or

(iv) release, spillage, leakage or disposal of any Hazardous Material at the Authority Facilities.

(c) If Railroad shall fail to comply with any of the provisions of this section, Authority shall have the right, but shall not be obligated, to enter into and go upon the Office Buildings without thereby causing or constituting a termination of the agreement between the Authority and the Railroad, or ejectment of Railroad, either constructive or otherwise, in whole or in part, from all or any portion of the Authority Facilities, or an interference with Railroad's possession and use of the Authority Facilities, and take such steps and incur such expenses as Authority shall deem necessary to correct Railroad's default, including, without limitation of the generality of the foregoing, the making of all replacements or repairs for which Railroad is responsible and Railroad shall reimburse Authority on written demand for any expense incurred by Authority as a result thereof.

JAXPORT CEO Update – September 28, 2026

Powerlines Project Milestone

Helicopter operations began in late July and will continue throughout the fall to support the next phase of work to raise the electric transmission lines spanning the St. Johns River near Blount Island.

We remain in close contact with our ocean carriers, providing regular progress updates as the project remains on schedule to increase the operational air draft to 205 feet by the end of December.

Combined with the recent expansion of the SSA Jacksonville Container Terminal, the project will provide ocean carriers with additional capacity and greater flexibility for future vessel deployments and service planning.

Fire Station 48

In August, we joined the City of Jacksonville and the Jacksonville Fire and Rescue Department to celebrate the opening of the new Fire Station 48 at Blount Island.

JAXPORT partnered with the City to help secure federal funding for the project because relocating and modernizing Station 48 was an investment in the entire community. More than three times the size of the original station and now located outside JAXPORT's secured terminal perimeter, the new facility is better positioned to support firefighters and provide reliable emergency response for our military partners, port stakeholders and neighboring communities.

The partnership and federal investment provided by the Office of Local Defense Community Cooperation were critical to making the new station possible. We also thank Mayor Deegan, the Jacksonville City Council and the entire City team for their partnership throughout the project.

Safety Exercise

As part of our ongoing commitment to safety, we partnered with the Jacksonville Fire and Rescue Department to provide three specialized training sessions for nearly 80 firefighters. The hands-on exercises focused on high-angle rescues and medical emergencies involving our cranes. This training helps ensure first responders are familiar with our specialized operating environment before an emergency occurs.

External Auditor Selection Committee

Finally, thank you to Board members Soo Gilvarry, Dan Bean and Charles Spencer for serving on the selection committee for our external auditor.

Maintaining the highest standards of fiscal responsibility is a priority for our leadership team. Our external auditor plays an important role in providing independent assurance regarding our financial reporting and reinforcing strong internal controls and best practices.

Thank you for the many hours you dedicated to this process and for your support of our staff throughout the committee's work.

E&C ACTIVE PROJECTS (OVER $500,000.00)

Project No	Project Name	Commitment Number	Company Name	Commitment Description	Original Commitment Value	Approved Changes	Current Commitment Value	Net Actuals Paid	Current Retainage Held	Remaining to be Paid	Pending Changes	Commitment Retainage Released	Project Most Recent Note
B2022-10	T Berth Construction Berth 20 (Design)	AE-1814	Taylor Engineering Inc	Provide Engineering Design Services for T-erth Modifications to Berth 20 at BIMT	$1,262,278.50	$2,042,812.80	$3,305,091.30	$2,500,603.21	$0.00	$804,488.09	$0.00	$0.00	Taylor Engineering has continued providing Services During Construction and oversight of the Berth 21 Project.
B2022-10	T Berth Construction Berth 20 (Design)	C-1814	RUSH Marine, LLC	BIMT Berth 20 Wharf Expansion	$51,220,050.50	-$11,492,912.01	$39,727,138.49	$28,398,869.39	$1,494,677.30	$9,833,591.80	$0.00	$0.00	Cast-in-place concrete for pile caps, beams, and deck continues. Precast deck panels installation continues. Electrical and lighting installation continues. Expected completion timeline: March 2027: new Berth 21 to be in service; Summer 2027 100% completion including Berth 20 upgrades.
B2024-02	Berth 32 Upgrades	AE-1919B	Taylor Engineering Inc	Design Services for Reconstruction/Rehabilitation Berths 30-32	$1,499,855.00	$0.00	$1,499,855.00	$509,969.98	$0.00	$989,885.02	$0.00	$0.00	Taylor Engineering and their sub-consultants have completed field investigation works including geotechnical study, above-water and under-water inspections, all surveys and are currently working on phasing plans and 30% design. Meetings have been held with Tenants and JPA stakeholders to continue working on the phasing plans and 30% design.
C2025-11	ZPMC Crane #10487 Upgrades	MC-2095B	Global Rigging & Transport	ZPMC Crane 10487 Remove and Replace the Trolley Rail, Wheel, Clip and Pad System	$618,500.00	$0.00	$618,500.00	$0.00	$0.00	$618,500.00	$118,503.50	$0.00	Project awarded; on hold due to crane availability. Currently working on submittals review to proceed with purchase of parts/mateerials.
G2023-03	Power Lines	MOA-1911	Jacksonville Electric Authority	Memorandum of Agreement between JAXPORT and JEA for Fulton Crossing "Power Line" Tower Replacement Project.	$42,098,775.00	$10,449,999.58	$52,548,774.58	$44,674,640.00	$0.00	$7,874,134.58	$0.00	$0.00	All towers have been erected, and the wires crossing the river have been installed. Contractor currently working on erection of monopoles to complete wire connection to existing-to-remain towers. Expected timeline for completion: December 2026: new lines to be in service; March 2027: old equipment to be removed; closeout to follow.

Financial Highlights: August / Fiscal Year '26

REVENUES

Operating revenues for the month came in at $6.376 million, ahead of plan by $67 thousand, with Autos, Military, and Cruise leading the way. Container revenues totaled $2.614 million, $292 thousand below plan, reflecting overall weakness in the U.S. for containerized traffic. The auto segment came in at $1.668 million, $173 thousand ahead of plan, driven by dockage and overflow storage; Autos at TMT reported their highest revenue month this FY at $252 thousand, mostly due to having an extra vessel call compared to prior periods. Military rebounded from a quiet July, coming in at $310 thousand, $151 thousand ahead of plan, as the 841st moved over 11,185 tons (1,554 units) of cargo. Cruise closed out the summer season strong at $598 thousand, $119 thousand ahead of plan.

Port-wide, vessel calls totaled 124 for the month, down from 138 in July, with total tonnage of 836 thousand tons down from 887 thousand the prior month.

For the fiscal year-to-date, we closed the eleven months ended August 31 favorably at $74.860 million of Operating Revenue versus plan of $72.078 million, or $2.781 million ahead.

EXPENSES

Operating Expenses for the month came in at $3.659 million, $1.163 million favorable to a budget of $4.823 million. This was driven primarily by berth maintenance dredging, which came in at $53 thousand against a budget of $933 thousand, an $880 thousand favorable variance for the month due to no significant dredging activity this month at any berth. Consecutive lighter than average storm seasons are likely benefitting us in this area. All other expense categories combined produced a $283 thousand favorable variance for the month, led by Salaries & Benefits which were favorable due to lower overtime. The average cost of dyed diesel purchased in the month increased to over $4.00 a gallon, with the fuel surcharge offsetting the increase in price due to the tariff capped cost per gallon of $3.45.

For the fiscal year-to-date, Operating Expenses stand at $48.631 million against a budget of $53.799 million, a favorable variance of $5.168 million.

BOTTOM LINE

Income Before Depreciation for the month was $2.253 million, representing a $1.143 million positive variance to budget, due primarily to the light month for dredge activity. Year-to-date, Income Before Depreciation of $25.428 million exceeds budget expectations by $10.922 million, with $2.2 million attributed to unbudgeted FEMA relief from prior losses, $2.846 million in lighter than expected dredge expense thus far, and the rest from general revenue strength and expenditure control.

BALANCE SHEET

We closed the month in a strong and stable financial position. Cash and Cash Equivalents were up from $34.347 million to $36.292 million. Strong operating performance, paired with nice work by the team in reducing grants and accounts receivable lines, led to this increase in cash position.

CONCERNS

We continue to monitor global trade dynamics for any potential impacts to our business lines, however, we appear to be weathering these events well at this time thanks to strong contracts and diversified business lines.

VITAL STATISTICS

AUGUST FY26 - Cargo Performance

CARGO INDICATORS

	Actual	Budget	Prior	VARIANCE Budget	VARIANCE Prior	YEAR-TO-DATE Actual	YEAR-TO-DATE Budget	YEAR-TO-DATE Prior	VARIANCE Budget	VARIANCE Prior
Vessel Calls	124	134	148	-7%	-16%	1,409	1,467	1,491	-4%	-5%
Total Tons	**835,996**	**915,921**	**980,657**	-9%	-15%	**8,988,859**	**10,075,133**	**9,485,161**	-11%	-5%
Total Revenue	$6,376,424	$6,308,959	$6,620,557	1%	-4%	$74,859,599	$72,078,378	$68,856,976	4%	9%

OPERATING REVENUE / STATISTICS

	Actual	Budget	Prior	VARIANCE Budget	VARIANCE Prior	YEAR-TO-DATE Actual	YEAR-TO-DATE Budget	YEAR-TO-DATE Prior	VARIANCE Budget	VARIANCE Prior
Container Revenue	$2,613,658	$2,905,650	$3,066,098	-10%	-15%	$31,301,694	$31,962,150	$31,166,790	-2%	0%
Container TEU's	**109,330**	**121,352**	**119,555**	-10%	-9%	**1,214,316**	**1,334,873**	**1,288,633**	-9%	-6%
ICTF Rail Lifts	**1,960**	**1,700**	**2,442**	15%	-20%	**17,790**	**18,700**	**21,181**	-5%	-16%
Auto Revenue	$1,668,244	$1,495,049	$1,419,931	12%	17%	$17,545,205	$16,445,539	$13,778,316	7%	27%
Auto Units	**48,824**	**43,811**	**45,726**	11%	7%	**489,202**	**481,919**	**472,397**	2%	4%
Military Revenue	$309,821	$158,855	$134,360	95%	131%	$1,972,485	$1,747,405	$2,212,209	13%	-11%
Breakbulk Revenue	$411,907	$472,021	$606,565	-13%	-32%	$6,913,237	$5,192,231	$5,657,897	33%	22%
Breakbulk Tons	**95,149**	**93,290**	**109,752**	2%	-13%	**900,097**	**1,026,185**	**930,715**	-12%	-3%
Liquid Bulk Revenue	$71,719	$137,324	$128,946	-48%	-44%	$866,689	$1,510,564	$1,260,325	-43%	-31%
Liquid Bulk Tons	**12,368**	**29,946**	**34,206**	-59%	-64%	**163,024**	**329,405**	**278,524**	-51%	-41%
Dry Bulk Revenue	$297,029	$270,048	$337,317	10%	-12%	$3,317,316	$2,970,528	$3,016,742	12%	10%
Dry Bulk Tons	**106,785**	**142,642**	**164,431**	-25%	-35%	**948,747**	**1,569,066**	**1,062,094**	-40%	-11%
Cruise Revenue	$598,130	$479,216	$515,890	25%	16%	$8,634,818	$7,951,205	$6,760,191	9%	28%
Cruise Passengers	**17,447**	**14,454**	**15,828**	21%	10%	**234,629**	**218,512**	**184,322**	7%	27%
Total Cargo Revenue	$5,970,508	$5,918,163	$6,209,107	1%	-4%	$70,551,443	$67,779,622	$63,852,469	4%	10%
Other Revenue	$405,916	$390,796	$411,450	4%	-1%	$4,308,155	$4,298,756	$5,004,506	0%	-14%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 11 months ending 08/31/2026

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
OPERATING REVENUES								
CONTAINERS	2,613,658	2,905,650	(291,992)	3,066,098	31,301,694	31,962,150	(660,456)	31,166,790
AUTOS	1,668,244	1,495,049	173,195	1,419,931	17,545,205	16,445,539	1,099,666	13,778,316
MILITARY	309,821	158,855	150,966	134,360	1,972,485	1,747,405	225,080	2,212,209
BREAK BULK	411,907	472,021	(60,114)	606,565	6,913,237	5,192,231	1,721,006	5,657,897
LIQUID BULK	71,719	137,324	(65,605)	128,946	866,689	1,510,564	(643,875)	1,260,325
DRY BULK	297,029	270,048	26,981	337,317	3,317,316	2,970,528	346,788	3,016,742
CRUISE	598,130	479,216	118,914	515,890	8,634,818	7,951,205	683,613	6,760,191
OTHER OPERATING REVENUE	405,916	390,796	15,120	411,450	4,308,155	4,298,756	9,399	5,004,506
TOTAL OPERATING REVENUES	6,376,424	6,308,959	67,465	6,620,557	74,859,599	72,078,378	2,781,221	68,856,976
OPERATING EXPENSES								
SALARIES & BENEFITS	2,053,667	2,162,767	(109,100)	2,086,204	23,939,797	24,541,451	(601,655)	23,122,074
SERVICES & SUPPLIES	565,863	651,605	(85,742)	449,956	6,208,457	7,167,655	(959,198)	5,964,656
SECURITY SERVICES	616,855	633,471	(16,616)	624,812	6,798,857	6,968,181	(169,324)	6,207,644
BUSINESS TRAVEL AND TRAINING	57,416	81,243	(23,827)	86,406	541,609	893,673	(352,064)	624,964
PROMO,ADV,DUES & MEMBERSHIPS	67,692	71,460	(3,768)	26,900	609,869	786,060	(176,191)	717,063
UTILITY SERVICES	87,137	107,063	(19,926)	93,922	942,923	1,177,693	(234,770)	949,425
REPAIRS & MAINTENANCE	182,524	263,591	(81,067)	311,263	2,545,022	2,899,501	(354,479)	2,380,722
CRANE MAINTENANCE PASS THRU	(53,234)	(100,000)	46,766	(116,584)	(563,933)	(1,100,000)	536,067	(1,099,123)
BERTH MAINTENANCE DREDGING	52,952	933,334	(880,382)	201,772	7,420,751	10,266,674	(2,845,923)	9,461,574
MISCELLANEOUS	28,363	18,034	10,329	22,015	187,903	198,374	(10,471)	298,372
TOTAL OPERATING EXPENSES	3,659,235	4,822,568	(1,163,333)	3,786,666	48,631,255	53,799,262	(5,168,007)	48,627,370
OPERATING INCOME BEFORE DS AND DEPR	2,717,189	1,486,391	1,230,798	2,833,891	26,228,344	18,279,116	7,949,228	20,229,606
NON OPERATING INCOME								
INVESTMENT INCOME	186,086	89,813	96,273	243,068	1,913,203	987,943	925,260	2,870,729
SHARED REVENUE FROM CITY	801,322	941,892	(140,570)	798,934	9,622,997	10,360,812	(737,815)	9,787,878
OPERATING GRANTS - SECURITY	-	19,792	(19,792)	-	33,579	217,712	(184,133)	25,709
OPERATING GRANTS - PUBLIC ASSISTANCE	23,108	-	23,108	-	2,235,181	-	2,235,181	-
OTHER NON OP INC/(EXP)	(1,749)	(428)	(1,321)	(2,879)	(3,793)	(4,708)	915	(7,324)
TOTAL NON OPERATING ITEMS	1,008,767	1,051,069	(42,302)	1,039,123	13,801,167	11,561,759	2,239,408	12,676,993
NON OPERATING EXPENSE								
DEBT SERVICE	1,473,352	1,394,046	79,306	1,259,373	14,600,777	15,334,504	(733,727)	13,877,609
CRANE DEMOLITION	-	-	-	840,038	-	-	-	840,243
TOTAL NON OPERATING EXPENSE	1,473,352	1,394,046	79,306	2,099,411	14,600,777	15,334,504	(733,727)	14,717,852
INCOME BEFORE DEPRECIATION	2,252,604	1,143,414	1,109,190	1,773,604	25,428,734	14,506,371	10,922,363	18,188,748

Jacksonville Port Authority
Balance Sheet (in thousands)
At August 31, 2026

	August 31, 2026	July 31, 2026	September 30, 2025
Current Assets			
Cash & cash equivalents	36,292	34,347	27,703
Restricted cash & cash equivalents	8,071	6,662	9,070
Accounts receivable, net	6,451	7,412	8,661
Notes and other receivables	15	94	135
Grants receivable	5,867	8,029	10,966
Inventories and other assets	5,050	5,192	5,521
Total Current Assets	61,746	61,736	62,056
Noncurrent Assets			
Restricted cash & cash equivalents	19,097	18,122	16,879
Restricted Cash for Cap Projects	35,718	36,466	25,103
Deferred outflow of resources	7,193	7,223	7,528
Capital Assets, net	1,098,803	1,098,395	1,053,860
Total Noncurrent Assets	1,160,811	1,160,206	1,103,370
Total Assets	1,222,557	1,221,942	1,165,426
Current liabilities			
Accounts payable	2,224	2,467	5,236
Construction accounts payable	3,113	1,993	34,223
Accrued expenses	651	756	720
Accrued interest payable	1,961	1,302	2,428
Retainage payable	1,452	3,213	4,197
Bonds and Notes Payable	9,184	9,184	9,184
Total Current Liabilities	18,585	18,915	55,988
Noncurrent liabilities			
Unearned Revenue	14,420	14,636	17,941
Accrued Expenses	2,552	2,533	2,549
Line of credit	1,756	1,756	12,432
Bonds and notes payable	222,732	222,759	178,729
Net Pension Liability	14,046	14,046	14,046
Deferred inflows - Pension	3,568	3,568	3,568
Total Non Current Liabilities	259,074	259,298	229,265
Total Liabilities	277,659	278,213	285,253
Net Position	944,898	943,729	880,173


COMMERCIAL HIGHLIGHTS
September 2026

COMMERCIAL HIGHLIGHTS

- **CURRENT EVENTS & CARGO PERFORMANCE**
- ***"QUEST FOR QUALITY"* AWARD**
- **CCO SUCCESSION PLAN**


GLOBAL
ECONOMY

COMMERCIAL HIGHLIGHTS

“QUEST FOR QUALITY” AWARD

Logistics Management Magazine

2026 AWARD OVERVIEW

- More than 2,800 respondents
- Evaluation Criteria:
  - Ease of doing business
  - Value
  - Ocean carrier network
  - Intermodal network
  - Equipment and operations.

- Respondents rated JAXPORT highly for intermodal network, and equipment and operations.

JAXPORT
JACKSONVILLE PORT AUTHORITY

CHIEF COMMERCIAL OFFICER

5


COMMERCIAL HIGHLIGHTS
September 2026

Post Office Box 3005
2831 Talleyrand Avenue
Jacksonville, Florida 32206-0005

AWARDS COMMITTEE ZOOM MEETING MINUTES
July 16, 2026
2:00 PM

Awards Committee Members Attending

Bradley Burch, Chair
Beth McCague
Chelsea Kavanagh
Raynesha Jones, Recording Secretary
Patrick Greive
Brandon Norman

Other Attendees

Brenda Dewitt
Elijah Wright
Evan Boyce
Micheal McCoy
Jerrie Gunder
Corelyn Diaz
Jose Vazquez
Gabriel Loring
Angelia Wilson
Chris Good
Micheal Johnson

Bradley
called the meeting to order at 2:00 PM

Item No. 01
AC2026-07-01
BIMT ZPMC Cranes #10776, #10777 & #10778 Crane Rail Brake System Installation & Refurbishment
JPA Project G/L No.: C2025-01/02/09 JPA Contract No.: MC-2042
Global Rigging & Transport LLC. **$ 934,270.00**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 02
AC2026-07-02
Roof Recover of the 841st Building
JPA Project G/L No.: B2026.01 JPA Contract No.: MC-2107E
Tecta America Southeast, LLC. ` **$179,440.00**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

The meeting was adjourned at 2:10 PM

AC2026-07-01 requires Board Approval

Post Office Box 3005
2831 Talleyrand Avenue
Jacksonville, Florida 32206-0005

AWARDS COMMITTEE ZOOM MEETING MINUTES
August 28, 2026
12:00 PM

Awards Committee Members Attending

Bradley Burch, Chair
Beth McCague
Chelsea Kavanagh
Raynesha Jones, Recording Secretary
Patrick Greive
Brandon Norman

Other Attendees

Brenda Dewitt
Elijah Wright
Jerrie Gunder
Corelyn Diaz
Jose Vazquez
Carolus Daniel
Iryna Davis
Gabriel Loring
Angelia Wilson
Chris Good
Michael Johnson
James Jones
Jack Taylor
Brian Capprotti

Bradley
called the meeting to order at 12:00 PM

Item No. 01
AC2026-0828-01
BIMT New Entrance & Roadway
JPA Project G/L No.: B2024.03 JPA Contract No.: C-1951
PARS Construction Services LLC **$ 5,158,774.00 plus 10% contingency**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 02
AC2026-0828-02
External Auditor Services
JPA Project G/L No.: 192.5330 JPA Contract No.: 26-05
Cherry Bekaert LLP **$ 343,400.00**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract. Joey recused himself from voting.

Item No. 03
AC2026-0828-03
TMT – Auto Rail Expansion
JPA Project G/L No.: T2026.04 JPA Contract No.: AE-2108R
RS&H **$ 97,189.00**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

The meeting was adjourned at 12:14 PM

AC-2026-0828-01 requires Board Approval