Board of Directors Meeting

Start time is 9:00AM or immediately following the Audit Committee meeting

June 23, 2025 09:00 AM

Agenda Topic	Presenter
Agenda	
I. Pledge of Allegiance/Moment of Silence	Patrick Kilbane
II. Approval of Minutes	Chair Wendy Hamilton
Board of Directors Meeting Minutes - May 27, 2025	
III. Public Comments	
IV. Presentation	Eric Green
Milestone: Robert Peek, Chief Commercial Officer - 30 years	
V. New Business	
BD2025-06-01 Proposed Operating and Capital Budget for FY2026	Joey Greive
BD2025-06-02 CEO Contract Extension	
BD2025-06-03 1830 21st Street E. Purchase Agreement	Nick Primrose
BD2025-06-04 Sovereignty Submerged Land Lease Renewal BIMT Berth 24 West Channel - Trailer Bridge	James Bennett
BD2025-06-05 Sovereignty Submerged Land Lease Renewal BIMT Berth 22 - Commercial Auto Off-Loading Facility	James Bennett
AC2025-06-01 Marine Engineering Consultant & Design Services Taylor Engineering, Inc.	James Bennett
AC2025-06-02 Civil & Structural Engineering Consulting & Design Services RS&H	James Bennett
VI. CEO Update	Eric Green
VII. Reports	
R2025-06-01 Engineering and Construction Update	James Bennett
R2025-06-02 Financial Highlights & Monthly Financials/Vital Statistics	Joey Greive

R2025-06-03 Commercial Highlights — Robert Peek

R2025-06-04 Safety Update by Nick Primrose — Info Only

VIII. Other Business — Chair Wendy Hamilton

Approval of Travel - Chair Wendy Hamilton 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 July and August 2025.

IX. Miscellaneous

A. Award Committee Meeting Minutes – June 12, 2025

B. Emergency Purchase – JAXPORT established a foreign trade zone to defer tariffs on two Liebherr cranes which began delivery on June 12, 2025. A Customs & Border Patrol (CBP) requirement of an FTZ is a surety bond to support payment of potential tariffs. In order to comply with this requirement, on June 13, 2025, JAXPORT agreed to pay $51,000 to Brown and Brown Insurance Services, JAXPORT's broker of record, for a surety bond in the amount of $3.4 million issued by Atlantic Specialty Insurance Company. To accommodate the timelines for CBP approval of an FTZ, the Chief Executive Officer approved this purchase on an emergency basis.

C. Unbudgeted Transactions – none

X. Adjourn — Chair Wendy Hamilton

BOARD OF DIRECTORS MEETING
Jacksonville Port Authority
2831 Talleyrand Avenue
May 27, 2025

A meeting of the Jacksonville Port Authority Board of Directors was held on Tuesday, May 27, 2025 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chair Wendy Hamilton called the meeting to order at 9:00AM and welcomed all attendees. Board Member Tom Slater led the audience in the Pledge of Allegiance and a moment of silence.

Board Members Attending:

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

Absent: Mr. Daniel Bean, Member

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Ms. Beth McCague, Chief of Staff
Mr. Joey Greive, Chief Financial Officer
Mr. James Bennett, 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. Reece Wilson, Office of General Counsel
Mr. Chris Miller, City Council Liaison
Ms. Rebecca Dicks, Board Liaison

Approval of Minutes

Chair Hamilton called for approval of the April 28, 2025 Board of Directors Meeting Minutes. After a motion by Mr. Clarkson and a second by Mr. Spencer, the Board unanimously approved the minutes as submitted.

Public Comments

Chair Hamilton called for comments from the public. There were no public comments.

New Business

BD2025-05-01 Talleyrand Marine Terminal Real Estate Acquisition

Mr. James Bennett presented this submission for Board approval for JAXPORT to acquire a 0.12-acre parcel located at 2063 Blair Street through auction, with a maximum purchase price of $125,000. The property, located adjacent to JAXPORT's Talleyrand Terminal Administration building, will support enhanced secure parking and improve traffic flow for increased safety.

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

BD2025-05-02 Public Transportation Grant Agreement
BIMT Berths 30, 31 and 32

Mr. James Bennett presented this submission for Board approval of the execution of a Public Transportation Grant Agreement between the Florida Department of Transportation and the Jacksonville Port Authority for state funding in FDOT fiscal year 2025 for the redevelopment of Berths 30, 31, and 32 at Blount Island Marine Terminal.

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

BD2025-05-03 Public Transportation Grant Agreement
Talleyrand Aggregate Terminal

Mr. Nick Primrose presented this submission for Board approval of the execution of a Public Transportation Grant Agreement between the Florida Department of Transportation and the Jacksonville Port Authority for state funding in FDOT fiscal year 2025 for the Talleyrand Aggregate Terminal Project.

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

BD2025-05-04 Public Transportation Grant Agreement
Autonomous Tracking & Reporting for Efficiency & Utilization

Mr. Nick Primrose presented this submission for Board approval of the execution of a Public Transportation Grant Agreement between the Florida Department of Transportation and the Jacksonville Port Authority for state funding in FDOT fiscal year 2025 for the Autonomous Tracking & Reporting for Efficiency & Utilization Pilot Project.

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

CEO UPDATE

Mr. Green reported that he and the team are finalizing the port's new strategic master plan. This plan is designed to guide operations over the next five years, and the plan outlines strategies to grow cargo volumes and support private sector job creation. Highlights of the plan will be shared with employees this afternoon to illustrate how their roles contribute to its success. The plan incorporates input from the Board as well as feedback from staff across the organization. Quarterly progress updates will be provided.

Mr. Green stated that the port's Commercial team recently welcomed a new service operated by Maersk and Hapag-Lloyd, providing a direct connection between Jacksonville and Cartagena, Columbia. As a major transshipment hub, Cartagena serves as a central transfer point for global cargo. This new connection significantly enhances JAXPORT's access to international markets, including Europe, South and Central America, and Asia.

Mr. Green stated that over the past month, JAXPORT has significantly strengthened its connections to Central America and the Caribbean with the addition of two new Crowley operated ships. Fueled by liquefied natural gas, these vessels reduce carbon emissions and will make regular calls at JAXPORT, serving key growth markets including Guatemala, Honduras and the Dominican Republic.

Mr. Green informed the Board that tariffs remain a major topic in the industry. JAXPORT is maintaining close communication with global partners and local tenants while actively monitoring ongoing developments. Despite the uncertainty, container volumes have remained strong through April. A detailed update will be provided by Robert in his commercial report.

Mr. Green informed the Board that he, along with other team members, traveled to Washington, DC to join representatives from the Puerto Rico Ports Authority and three of JAXPORT's carriers – Tote, Crowley and Trailer Bridge – in meetings with Federal Maritime Commissioner Louis Sola and members of Congress. The group is advocating for increased manufacturing in Puerto Rico, JAXPORT's top trading partner. Expanding domestic production of critical goods, such as medical supplies, strengthens national supply chain security and supports American jobs.

Mr. Green informed the Board that JAXPORT's Public Safety and IT teams have successfully collaborated to implement a new electronic badge scanning system at terminal entry points. The system is now fully operational at Blount Island, with plans to expand to the remaining terminals in the coming months.

Mr. Green stated that the unofficial start of summer over Memorial Day has given a boost to JAXPORT's cruise business. Carnival Cruise Lines anticipates embarking 55,000 passengers from Jacksonville between now and Labor Day, generating an economic impact of over $21 million for the region. Beginning July 19, Carnival will add Celebration Key - its private island in the Bahamas - as a new destination from Jacksonville. The local cruise industry currently supports 870 jobs and contributes more than $210 million in annual economic impact, figures expected to grow alongside continued cruise expansion.

Reports

R2025-05-01 Engineering and Construction Update

Mr. James Bennett provided an overview of the key capital and engineering projects.

R2025-05-02 Financial Highlights & Monthly Financials/Vital Statistics

Mr. Joey Greive provided Financial Highlights for the month of April 2025 and provided an overview of the financials and vital statistics.

R2025-05-03 Commercial Highlights

Mr. Robert Peek provided updated commercial highlights to the Board in their books for the month of May 2025.

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 month of June 2025.

There being no further business of the Board, the meeting adjourned at 9:54AM.

BD2025-06-01

SUBMISSION FOR BOARD APPROVAL

SUBJECT: Proposed Operating and Capital Budget for FY2026

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

SOURCE OF FUNDS: NA

BACKGROUND:

The Jacksonville Port Authority (JAXPORT) is required by Section 5 of its Charter to prepare and submit its Annual Budget to the Council of the City of Jacksonville on or before July 1 for the ensuing fiscal year. Senior Management has reviewed the proposed Operating and Capital Budget for the Fiscal Year Ending of September 30, 2026. After Board approval, the proposed budget will be submitted to the Council of the City of Jacksonville in the format requested by the Council Auditors on July 1. It will be formally reviewed by the Finance Committee of the City Council in late August and the full Council in late September.

RECOMMENDATION:

It is recommended that the Board approve the proposed FY2026 Operating and Capital Budget as presented and its submission in the appropriate format to the Finance Committee of the Council of the City of Jacksonville. As a result of the change in accounting treatment for FEMA Grant Funded Berth Restoration with this budget cycle, FY2025 Budget and Actuals will be modified to be consistent in its application.

ATTACHMENTS:

- Board Resolution
- FY2026 Budget

BD2025-06-01

SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

Patrick Greive
Patrick Greive (Jun 10, 2025 10:01 EDT)

Patrick Greive
Chief Financial Officer

Signature

SUBMITTED FOR APPROVAL:

Eric B. Green
Eric B. Green (Jun 10, 2025 11:58 CDT)

Eric Green
Chief Executive Officer

Signature

BOARD APPROVAL:

Meeting Date:

June 23, 2025

Rebecca Dicks/Recording Secretary

ATTEST:

Thomas F. Slater, Secretary

Wendy O. Hamilton, Chairman

A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY APPROVING A PROPOSED OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026 DIRECTING THAT SUCH BUDGET BE SUBMITTED TO THE COUNCIL OF THE CITY OF JACKSONVILLE, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Jacksonville Port Authority (the Authority) has prepared a proposed Operating and Capital Budget for the Fiscal Year Ending September 30, 2026, and

WHEREAS, Section 5 of the Authority’s Charter requires the Authority to prepare and submit its Budget to the Council of Jacksonville on or before July 1 for the ensuing fiscal year.

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

Section 1: The Authority hereby approves a proposed Operating and Capital Budget for the Fiscal Year Ending September 30, 2026.

Section 2: Management is hereby authorized and directed to formally submit the proposed Operating and Capital Budget in the appropriate format to the Council of the City of Jacksonville on or before July 1, 2025.

Section 3: Management is hereby authorized to create a new capital project titled “Berth Restoration” in the Fiscal Year 2025 Capital Budget in the amount of $2,500,000, to be established by budget transfer from available Federal capital funds.

Section 4: Effective Date. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED 23rd day of June 2025.

(Official Seal) JACKSONVLLE PORT AUTHORITY

ATTEST:

Thomas F. Slater, Secretary

Wendy O. Hamilton, Chair

JACKSONVILLE PORT AUTHORITY
ANALYSIS OF FY 2025/2026 OPERATING BUDGET

	2024/2025 ORIGINAL BUDGET	2024/2025 PROJECTED (per JPA)	**2025/2026 PROPOSED BUDGET**	% Increase (Decrease) of 2025/2026 JPA Budget Over 2024/2025 ORIGINAL		% Increase (Decrease) of 2025/2026 JPA Budget Over 2024/2025 PROJECTED	
OPERATING REVENUES							
Containers	$ 32,954,363	$ 33,130,999	**$ 34,867,790**	$ 1,913,427	5.81%	$ 1,736,791	5.24%
Autos	15,476,916	14,724,723	**16,336,401**	859,485	5.55%	1,611,678	10.95%
Military	1,688,762	2,319,619	**1,906,278**	217,516	12.88%	(413,341)	-17.82%
Break Bulk	4,646,851	5,328,688	**7,268,404**	2,621,553	56.42%	1,939,716	36.40%
Liquid Bulk	1,342,321	1,532,942	**1,647,877**	305,556	22.76%	114,935	7.50%
Dry Bulk	3,219,539	3,195,016	**3,240,560**	21,021	0.65%	45,544	1.43%
Cruise	6,075,399	6,826,993	**8,498,525**	2,423,126	39.88%	1,671,532	24.48%
Other Operating Revenues	4,407,029	5,556,827	**4,689,550**	282,521	6.41%	(867,277)	-15.61%
TOTAL OPERATING REVENUES	$ 69,811,180	$ 72,615,808	**$ 78,455,385**	$ 8,644,205	12.38%	$ 5,839,577	8.04%
OPERATING EXPENDITURES							
Salaries	$ 17,081,170	$ 17,149,353	**$ 18,110,047**	$ 1,028,877	6.02%	$ 960,694	5.60%
Employee Benefits	7,997,883	7,952,162	**8,676,150**	678,267	8.48%	723,988	9.10%
Services & Supplies	7,778,210	7,515,313	**7,819,245**	41,035	0.53%	303,932	4.04%
Security Services	6,783,467	6,788,245	**7,601,648**	818,181	12.06%	813,403	11.98%
Business Travel	478,404	557,433	**588,868**	110,464	23.09%	31,435	5.64%
Business Training	375,630	380,599	**386,055**	10,425	2.78%	5,456	1.43%
Promotion, Advertising, Dues	773,344	823,344	**857,526**	84,182	10.89%	34,182	4.15%
Utility Services	1,062,915	1,257,846	**1,284,765**	221,850	20.87%	26,919	2.14%
Repairs & Maintenance Projects	2,779,298	2,779,298	**3,163,082**	383,784	13.81%	383,784	13.81%
Crane Maintenance Pass Thru	(825,000)	(1,146,599)	**(1,200,000)**	(375,000)	45.45%	(53,401)	4.66%
Berth Maintenance Dredging	10,391,297	11,136,596	**11,200,000**	808,703	7.78%	63,404	0.57%
Miscellaneous	194,704	212,941	**216,405**	21,701	11.15%	3,464	1.63%
TOTAL OPERATING EXPENDITURES	$ 54,871,322	$ 55,406,531	**$ 58,703,791**	$ 3,832,469	6.98%	$ 3,297,260	5.95%
OPERATING INCOME	$ 14,939,858	$ 17,209,277	**$ 19,751,594**	$ 4,811,736	32.21%	$ 2,542,317	14.77%
NON-OPERATING REVENUES/(EXPENSES)							
Debt Service	$ (16,984,896)	$ (15,734,596)	**$ (17,017,489)**	$ (32,593)	0.19%	$ (1,282,893)	8.15%
Investment Income	2,038,921	2,050,000	**1,077,744**	(961,177)	-47.14%	(972,256)	-47.43%
Shared Revenue from Primary Govt	9,982,747	9,982,747	**11,302,709**	1,319,962	13.22%	1,319,962	13.22%
Crane Relo/Demo	-	(2,133,000)	**-**	-	100.00%	2,133,000	-100.00%
LOC Advance	2,747,132	2,747,132	**-**	(2,747,132)	100.00%	(2,747,132)	-100.00%
Trademark License Fee	(2,747,132)	(2,747,132)	**-**	2,747,132	100.00%	2,747,132	-100.00%
Operating Grant	237,500	39,816	**237,500**	-	0.00%	197,684	496.49%
Other Revenue	8,500	178,332	**8,500**	-	0.00%	(169,832)	-95.23%
Other Expense	(3,360)	(5,232)	**(3,360)**	-	0.00%	1,872	-35.78%
NET INCOME BEFORE CAPITAL CONTRIBUTION AND CONTINGENCY	$ 10,219,270	$ 11,587,344	**$ 15,357,198**	$ 5,137,928	50.28%	$ 3,769,854	32.53%
TRANSFER TO OPERATING CAPITAL OUTLAY	$ (10,219,270)	$ (10,219,270)	**$ (15,357,198)**	(5,137,928)	50.28%	(5,137,928)	50.28%

Jacksonville Port Authority

Proposed Capital Projects FY26

Location	Description	TOTAL	STATE	FEDERAL	LOCAL	TENANT CONTRIBUTION	JPA OPERATING FUNDS	CASH RESERVES	FUNDS DESIGNATED FOR REINVESTMENT	JPA FINANCING (BUDGET
Blount Island	Berth 20 T-Berth Construction	$ 31,000,000	23,250,000							7,750,000
	New JFRD Firestation	$ 10,750,000		5,375,000	5,375,000					
	Roadway Improvement New Entrance and Security Plaza	$ 4,000,000	2,000,000							2,000,000
	Auto Processing Facility Development (Construction)	$ 3,000,000				3,000,000				
	Berth 30,31 & 32 (Design)	$ 2,500,000	1,875,000				375,000			250,000
	Building Repairs/Upgrades - Various (Grant Funded)	$ 1,075,000	537,500			337,500	200,000			
	New RPM (BIMT Lane 3)	$ 500,000							500,000	
	Stormwater Pond Upgrades	$ 250,000					250,000			
	Terminal Wide Asphalt Facility Rehab	$ 200,000	100,000				100,000			
	Building Repairs/Upgrades - Various (Non-Grant Funded)	$ 180,000					180,000			
	Railroad Track Ties/Rubber Seal Upgrades	$ 122,000	61,000				61,000			
	Terminal Wide Facilities Repairs from Inspections	$ 100,000					100,000			
	Terminal Wide Lighting Upgrades	$ 20,000	10,000				10,000			
	Total Blount Island	$ 53,697,000	$ 27,833,500	$ 5,375,000	$ 5,375,000	$ 3,337,500	$ 1,276,000	$ -	$ 500,000	$ 10,000,000
Dames Point	Terminal Upgrades	$ 12,000,000					1,302,709			10,697,291
	Cruise Terminal Upgrades	$ 740,000					565,883		174,117	
	Building Upgrades - Various	$ 80,000					80,000			
	Total Dames Point	$ 12,820,000	$ -	$ -	$ -	$ -	$ 1,948,592		$ 174,117	$ 10,697,291
Talleyrand	Sedimentation Study	$ 3,000,000		3,000,000						
	Pile Cap & Beam	$ 2,000,000	1,500,000				500,000			
	Aggregate Terminal Design/Construction	$ 1,000,000	500,000							500,000
	Railroad Upgrades - Various	$ 545,000	272,500				272,500			
	TMT Terminal Drainage System Improvements/Upgrades	$ 500,000	250,000				250,000			
	Berth Upgrade - Berth 6 Crane Beam Stow Pin Sockets	$ 350,000	262,500				87,500			
	Crane Rail Upgrade Plan	$ 350,000	175,000				175,000			
	TMT Terminal Facility Upgrades per Inspections	$ 100,000					100,000			
	Total Talleyrand	$ 7,845,000	$ 2,960,000	$ 3,000,000	$ -	$ -	$ 1,385,000		$ -	$ 500,000
Crane Proejcts	Purchase of 3 New Container Cranes	$ 12,219,448	8,141,344							4,078,104
	Crane Upgrades - Hanjung #8841	$ 3,445,000					3,445,000			
	Crane Upgrades - Hanjung #8811	$ 2,910,356					2,910,356			
	Crane Upgrades - ZPMC #10487	$ 690,000					690,000			
	Crane Upgrades - ZPMC #10776	$ 510,000				510,000				
	Crane Upgrades - ZPMC #10777	$ 510,000				510,000				
	Crane Upgrades - ZPMC #10778	$ 510,000				510,000				
	Crane Upgrades - Impsa #7382	$ 48,000					48,000			
	Crane Upgrades - ZPMC #10486	$ 40,000					40,000			
	Crane Upgrades - Hanjung #8844	$ 18,000					18,000			
	Crane Upgrades - Impsa #7381	$ 18,000					18,000			
	Total Crane & Crane Projects	$ 20,918,804	$ 8,141,344	$ -	$ -	$ 1,530,000	$ 7,169,356		$ -	$ 4,078,104
General Port Related	Powerlines	$ 44,612,748	2,556,374		17,556,374			4,000,000	1,000,000	19,500,000
	Misc Land Acquisition	$ 23,000,000				12,500,000				10,500,000
	PSPG Round 23 Security Grant Projects	$ 763,000		572,250			190,750			
	Portwide Rail Concepts and Design	$ 600,000	450,000				150,000			
	DMMA - Bartram Island Cell B2 Capacity Creation	$ 500,000					500,000			
	PSPG Round 24 Security Grant Projects	$ 405,000		303,750			101,250			
	FSTED Round 25 Security Grant Projects	$ 375,000	281,250				93,750			
	Capitalized Engineering Costs	$ 300,000					300,000			
	FSTED Round 23 Security Grant Projects	$ 50,000	37,500				12,500			
	Public Safety Boat Dock Repairs/Upgrades	$ 35,000					35,000			
	Total General Port Related	$ 70,640,748	$ 3,325,124	$ 876,000	$ 17,556,374	$ 12,500,000	$ 1,383,250	$ 4,000,000	$ 1,000,000	$ 30,000,000

Jacksonville Port Authority

Proposed Capital Projects FY26

Location	Description	TOTAL	STATE	FEDERAL	LOCAL	TENANT CONTRIBUTION	JPA OPERATING FUNDS	CASH RESERVES	FUNDS DESIGNATED FOR REINVESTMENT	JPA FINANCING (BUDGET
Other Capital	***BLOUNT ISLAND***									
	Fender Upgrades	$ 45,000					45,000			
	Facility Equipment Upgrades	$ 35,000					35,000			
	TALLEYRAND									
	Utility Upgrade - North Terminal Lift Station	$ 150,000					150,000			
	Utility Upgrade - Replace Electrical Transformer South Fire Pump	$ 75,000					75,000			
	Fender Upgrades	$ 50,000					50,000			
	Fence Upgrades	$ 35,000					35,000			
	Railroad - Replace Main Rolling Gate and Operator	$ 30,000					30,000			
	Light Fixture Upgrade to LED	$ 25,000					25,000			
	Warehouse #9 Replace Fire Riser	$ 25,000					25,000			
	Kenwood Portable Radio	$ 20,000					20,000			
	PCOB/SOC/PORTWIDE MISC									
	USACE Harbor Deepening Monitoring Fees	$ 2,500,000					-		2,500,000	
	Portwide Berth Restoration	$ 2,500,000		2,500,000						
	PCOB Roof Upgrade (Silicone Seal)	$ 750,000					750,000			
	Vehicle Purchases - Life Cycle and Additional Needs	$ 360,000					360,000			
	USACE Outer Channel Maintenance	$ 300,000					300,000			
	IT Hardware/Software Upgrades	$ 150,000					150,000			
	PCOB 2nd Floor AHU	$ 145,000					145,000			
	Total Other Capital	$ 7,195,000	$ -	$ 2,500,000	$ -	$ -	$ 2,195,000	$ -	$ 2,500,000	$ -
TOTAL CAPITAL PROJECTS		$ 173,116,552	$ 42,259,968	$ 11,751,000	$ 22,931,374	$ 17,367,500	$ 15,357,198	$ 4,000,000	$ 4,174,117	$ 55,275,395

BD2025-06-03

SUBMISSION FOR BOARD APPROVAL

SUBJECT: **1830 21st Street E. Purchase Agreement**

COST: $4,500,000

BUDGETED: Yes

BACKGROUND:

JRL Properties, Inc owns the Parcel located at 1830 21st Street E, Jacksonville, FL 32206 (approximately 6.42 acres, RE# 131946-0000). The Parcel is adjacent to 27 acres between Talleyrand Avenue and Buckman Street owned by JAXPORT (known as TMT West). After obtaining appraisals of the property, JRL Properties has agreed to sell the parcel to JAXPORT for $4,500,000.00. JAXPORT has agreed to pay a $450,000 deposit upon execution of the Purchase Sale Agreement, with the remainder due at closing following all due diligence and environmental assessment.

STATUS:

JAXPORT would like to purchase the property for expansion opportunities and development of operational efficiencies given its location adjacent to TMT West.

RECOMMENDATION: Staff recommends that the Board of Directors:

1. Approve the Purchase Sale Agreement of $4,500,000.00 for 1830 21st Street E, Jacksonville, FL 32206 between Jacksonville Port Authority and JRL Properties, Inc.

2. Ratify and Authorize the Chief Executive Officer, or his designee, execution of the Purchase Sale Agreement and all other documents necessary to effectuate the purchase of 1830 21st Street E., Jacksonville, FL 32206 between Jacksonville Port Authority and JRL Properties, Inc.

BD2025-06-03

SUBMISSION FOR BOARD APPROVAL

ATTACHMENTS:

1. Purchase and Sale Agreement

RECOMMENDED FOR APPROVAL:

Nicholas Primrose
Nicholas Primrose (Jun 16, 2025 15:29 EDT)

Nick Primrose
Chief, Regulatory Compliance

Signature and Date

SUBMITTED FOR APPROVAL:

Eric B. Green
Eric B. Green (Jun 16, 2025 15:40 EDT)

Eric Green
CEO

Signature and Date

BOARD APPROVAL:

June 23, 2025
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Thomas F. Slater, Secretary

Wendy O. Hamilton, Chairman

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "**Agreement**") made this 5th day of June, 2025 (the "**Effective Date**") by and between: **JRL Properties, Inc.**, a Florida corporation having an address at 1301 West Newport Center Drive, Deerfield Beach, Florida 33442 ("**Seller**"), and **The Jacksonville Port Authority,** having an address at 2831 Talleyrand Avenue, Jacksonville, Florida 33206 ("**Purchaser**").

W I T N E S S E T H:

1. **Purchase and Sale.** In consideration of the sum of FOUR MILLION FIVE HUNDRED THOUSAND ($4,500,000.00) DOLLARS (the "**Purchase Price**") and also in consideration of the covenants and agreements herein contained, Seller shall convey to the Purchaser by Special Warranty Deed (the "**Deed**"), free and clear of all encumbrances except as hereinafter mentioned, (a) the lot, tract or parcel of land together with the buildings and improvements thereon located at 1830 East 21st Street, in the City of Jacksonville, County of Duval and State of Florida, (and more particularly described on **Exhibit A** attached hereto (the "**Real Property**"); and (b) all right, title and interest of Seller, if any, in and to the fixtures, equipment and other personal property (the "**Personal Property**") attached or appurtenant to the improvements upon the Real Property (all of the foregoing hereinafter collectively referred to as the "**Premises**" or "**Property**").

2. **Personal Property.** Except for an existing guard shack which shall be removed prior to Closing, all other furniture, fixtures, equipment, appliances and other items of personal property located at the Premises and owned by the Seller are included in this sale.

3. **Payment.** The Purchaser will pay Seller the Purchase Price as and for the Premises in the following manner:

Upon the Effective Date in the form of wire transfer of immediately available federal funds and to be held in escrow by Brach Eichler LLC (the "**Escrow Agent**"), in the sum of (hereinafter the "**Deposit**"):	$450,000.00
At Closing (as hereinafter defined), the balance of the Purchase Price by wire transfer of immediately available federal funds, subject to adjustments as set forth below, approximately the sum of:	$4,050,000.00
TOTAL:	$4,500,000.00

The Deposit shall be held in escrow by the Escrow Agent, who shall hold the Deposit in an interest bearing account until Closing or termination of this Agreement. The Deposit shall be credited against payment of the Purchase Price at Closing. Interest, if any, earned on the Deposit shall

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follow and shall become part of the Deposit, and shall be credited against payment of the Purchase Price.

Purchaser shall be entitled to have a licensed appraiser who is licensed in the State of Florida prepare an appraisal of the Property and submit the appraisal report to Seller prior to the end of the Due Diligence Period. In the event the Property is appraised for an amount less than THREE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND ($3,375,000.00) DOLLARS, Purchaser may terminate this Agreement prior to the expiration of the Due Diligence Period and receive a return of the Deposit. In the event the Property is appraised for an amount in excess of FIVE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND ($5,625,000.00) DOLLARS, Seller may terminate the Agreement at its option prior to the expiration of the Due Diligence Period and refund the Deposit to Purchaser, with no further obligation to sell the Property to Purchaser. In the event the Property is appraised for an amount less than THREE MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND ($3,375,000.00) DOLLARS or for an amount in excess of FIVE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND ($5,625,000.00) DOLLARS, Seller and Purchaser at their option may instead agree to amend the Purchase Price accordingly prior to the expiration of the Due Diligence Period.

4. **Financing.** This transaction is not contingent upon Purchaser obtaining financing.

5. **Adjustments.** The water, sewer, taxes, and all other items normally adjusted at the closing of a commercial building in the State of Florida shall be apportioned and allowed as of 12:01 am of the Closing Date, as if Purchaser was the owner of the Premises on the Closing Date. Any current deposits with utility companies shall remain the property of Seller and shall not be assigned or credited at Closing. Any error in the calculation of Closing adjustments shall be corrected after the Closing with appropriate credits to be given based upon verified information; provided, however, that the adjustments (except if errors are caused by misrepresentation) shall be final upon expiration of the sixtieth (60th) day after Closing. Notwithstanding anything to the contrary herein, taxes shall be prorated only at Closing based on the existing assessment for the Property. Ad valorem real estate taxes on the Property shall be escrowed at closing as provided in §196.295, F.S. Seller shall pay the documentary stamp tax. Seller shall give Purchaser a credit for all tenant security deposits which tenants have paid, including interest.

6. **Seller's Documents.** At Closing, Seller will deliver to Purchaser the following documents, duly executed and where appropriate, acknowledged, and in form reasonably acceptable to Purchaser's counsel, and Purchaser's title company:

(a) The Deed and a standard Owner's Affidavit of Title.

(b) A certification that Seller is not a foreign person within the meaning of Sections 1445 and 7701(a)(i) of the Internal Revenue Code of 1986;

(c) A bill of sale, in the form attached hereto as Exhibit C, conveying Seller's interest in and to the Personal Property;

(d) A consent or resolution authorizing the sale of the Premises pursuant to the terms of this Agreement;

(e) Such other forms required under applicable law in connection with the conveyance of the Premises;

(f) Information for Real Estate 1099-S Report Filing in accordance with Section 6045 of the Internal Revenue Code, as amended. Seller and Purchaser hereby designate Purchaser's title company as the entity that will be responsible for the compliance with such reporting requirements.

(g) Any other documents which Seller is obligated to deliver to Purchaser pursuant to this Agreement.

(h) At closing, Seller shall also deliver to Purchaser all keys, security codes, operation and maintenance manuals, and such other items located at the Premises and used in the conduct of the business of the Property.

7. **Damage and Condemnation.** (a) The risk of loss from casualty or condemnation shall be on the Seller until Closing. In the event that all or any substantial portion of the Premises shall be damaged before the Closing Date (as hereinafter defined), or a condemnation proceeding seeking to take a substantial portion of the Premises shall be threatened before the Closing Date, Purchaser may, at its option, either (i) terminate this Agreement by delivering written notice to Seller within ten (10) days of Seller's notification of such damage or condemnation, or (ii) proceed to the Closing pursuant to the terms hereof, in which event Seller shall assign to Purchaser at the Closing any insurance or condemnation proceeds (and pay to Purchaser any applicable insurance deductible) attributable to the Premises from such damage or condemnation, with no reduction in the Purchase Price. For the purpose of this provision, a "substantial portion" of the Premises shall be deemed to include any damage or taking, the cost of repair for which is greater than FOUR HUNDRED FIFTY THOUSAND ($450,000.00) DOLLARS.

(b) Seller shall notify Purchaser of the occurrence of a casualty or condemnation within five (5) business days after Seller receives knowledge thereof.

(c) If less than a substantial portion (as defined above) of the Premises shall be damaged or condemned before the Closing, then the parties shall proceed to Closing, provided that Seller shall either repair the damage before the Closing or assign to Purchaser any insurance proceeds (along with a Closing credit equal to the deductible) or just compensation proceeds attributable to the Premises from such casualty or condemnation.

8. **Title.**

(a) Title to the Premises shall be good and marketable, and insurable at regular rates, by any reputable title insurance company licensed to do business in the State of Florida, subject only to the Permitted Exceptions. The term "**Permitted Exceptions**" shall mean: (i) utility easements for services to the Property; (ii) such state of facts as may be shown on an accurate survey; (iii) all present and future zoning ordinances and other governmental regulations; (iv) the standard printed exceptions and exclusions in the form of an owner's title insurance policy; (v) all presently existing and future liens for unpaid real estate taxes and water and sewer charges not due and payable as of the Closing Date, subject to adjustment as provided herein; (vi) minor encroachments, if any, upon the Property of walls, foundations or appurtenances of buildings located on adjoining premises as well as minor encroachments, if any, of building walls, foundations or appurtenances belonging to the Property upon adjoining premises; (vii) any lien, encumbrance or other matter affecting title to the Property arising out of the acts or omissions of Purchaser or any Purchaser related party; and (viii) such other matters of record on the Effective Date that (y) do not render title unmarketable or (z) do not materially adversely affect the use and/or operation of the Property.

(b) Purchaser shall order, at its sole cost and expense, a title commitment with respect to the Premises (the "**Title Commitment**") from a reputable title insurance company licensed to do business in the State of Florida (the "**Title Company**") and, a survey of the Property (the "**Survey**") and shall cause the Title Commitment, together with all title exceptions referred to therein, and the Survey to be delivered promptly, but no later than twenty (20) days after the Effective Date (the "**Title Review Period**").

(c) If the Premises do not comply with the quality of title provision contained herein, then Purchaser shall notify Seller in writing prior to the expiration of the Title Review Period of the title defect(s) and Survey issues to which Purchaser objects (the "**Title Objection Notice**") and Seller will be given until the Closing Date to render title insurable and in compliance herewith. Seller shall not be required to institute a legal proceeding or action to render title insurable or in compliance, provided, however, that Seller shall be required to cause the release of any mortgage or other monetary lien placed on the Property by Seller or as a result of the actions or inactions of Seller; provided, however, that Seller shall not be required to cure or remove any outstanding mechanic's or materialman's lien encumbering the Property that is being disputed in good faith by Seller. Seller shall send a written notice to Purchaser within ten (10) days of receipt of Purchaser's Title Objection Notice, advising Purchaser whether it is electing to (i) attempt to remove any encumbrance or other title exception or matter which is not a Permitted Exception, or (ii) choosing not to remove any such encumbrance or other title exception or matter, in which event Purchaser shall have the rights set forth in the last sentence of this paragraph. If Seller fails to send the written notice provided for in the prior sentence, Seller shall have been deemed to have chosen not to attempt to remove any such encumbrance or other title exception or matter. In addition, if Seller has elected to proceed under (i) above, but Seller cannot cure the defect in title, then, subject to the provisions of the last sentence of this Paragraph 8(c), Purchaser may elect to either (x) terminate this Agreement by written notice to Seller, in which event this Agreement shall terminate and be of no force and effect, or (y) to waive any defect of Seller's title and proceed to Closing without abatement or diminution of the Purchase Price. Notwithstanding anything to the contrary herein, if any issue regarding the state of title cannot be resolved to the reasonable satisfaction of the Title Company, Seller shall have the option to: (I) enable Attorney's Title Insurance Fund, Inc./ Attorney's Title Fund Services, Inc./ Old Republic National Title Insurance Company to indemnify the Title Company for its omission of any title exception from the Title Commitments or (II) direct Purchaser to obtain its Title Commitments and subsequent title policies from Attorney's Title Insurance Fund, Inc./ Attorney's Title Fund Services, Inc./ Old Republic National Title Insurance Company or another reputable title company of its choice.

(d) If, on the Closing Date, there are any liens or encumbrances that Seller is obligated to discharge under this Agreement, Seller shall either (i) arrange, at Seller's cost and expense, for affirmative title insurance or special endorsements insuring against loss or damage resulting from enforcement of such liens or encumbrances against, or collection of the same out of, the Property, and/or (ii) use any portion of the Purchase Price to pay and discharge the same, either by way of payment or by alternative manner reasonably satisfactory to the Title Company, including, without limitation, escrow or bond over same.

9. **Property Delivered in "AS IS" Condition.** This Agreement contains all of the terms of the contract between the parties for the sale of the Premises, and Purchaser acknowledges that it has inspected or will inspect the Premises and is thoroughly, or will be familiar with the Premises, having made such inquiries and investigations as Purchaser has deemed necessary, desirable or appropriate, and that the Seller has held out no inducements and made no representations other than as may be specifically set forth herein. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, AND SUBJECT TO SELLER'S COMPLIANCE WITH ITS OBLIGATIONS HEREUNDER, PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PREMISES IN "AS IS" AND "WHERE IS" CONDITION, WITH ANY AND ALL FAULTS AND DEFECTS, WHETHER LATENT OR PATENT, AND SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE THROUGH THE CLOSING DATE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON, AND THAT SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, BROKER'S "SET-UPS", STATEMENTS, REPRESENTATIONS OR INFORMATION REGARDING THE PREMISES' PHYSICAL OR ENVIRONMENTAL CONDITION, INCOME, EXPENSES, OPERATION, USE, COMPLIANCE WITH LAWS, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT.

10. **Due Diligence.**

(a) Purchaser shall have a period of time running from and after the Effective Date and expiring at 5:00 PM (Eastern (Standard) Time) on the date that Purchaser either obtains the approval or is denied the approval of the Governing Body of the Jacksonville Port Authority to this transaction (the "**Due Diligence Period**") (but in any event said Due Diligence Period shall expire no later than August 25, 2025) to conduct any due diligence on the Premises, including, but not limited to non-invasive environmental, structural, mechanical, electrical, plumbing, roof and zoning inspections and other relevant information on the Premises deemed necessary by the Purchaser. In the event, in the course of its investigation, the Purchaser wishes to cancel this Agreement for any reason or no reason at all, then Purchaser shall have the right to terminate this Agreement prior to the expiration of the Due Diligence Period and receive a return of the Deposit together with any interest accrued thereon. Failure of the Purchaser to terminate the Agreement prior to expiration of the Due Diligence Period shall be deemed a full waiver of this contingency and Purchaser's acknowledgement that it has chosen to proceed with the transaction. Seller agrees to provide Purchaser with a specific right of entry to the Premises for the purpose of performing its due diligence provided Purchaser shall only enter the Premises accompanied by a representative of Seller, during reasonable business hours, and upon at least two (2) business days' notice. Purchaser agrees that its access shall not interfere with the operation of the Premises or the tenants' rights. Seller shall permit Purchaser access to relevant books and records relating to the Premises through a Seller established cloud based program.

(b) If the Purchaser's environmental consultant identifies recognized areas of concern that require a Phase II investigation, then Purchaser must obtain Seller's prior written consent which may be withheld or conditioned in Seller's discretion prior to Purchaser commencing the Phase II work. Seller shall have the right to receive copies of all sampling results.

(c) Purchaser shall not (i) enter the Property or (ii) contact Seller's employees or (iii) advise tenants of the purchase or terms of this Agreement, without prior notice to and consent of Seller, and without first providing Seller and/or its representatives the ability to be present at any meeting or discussion with any such employees or tenants.

(d) Purchaser shall, upon completion of its inspection, restore promptly, at Purchaser's own cost and expense, the Premises to its condition existing prior to Purchaser's inspection, and Purchaser is obligated to repair any or all damage caused to the Premises arising or resulting from such inspection. Purchaser agrees to indemnify and hold harmless Seller from any loss, cost, expense or damage incurred by Seller as a result of any investigations by Purchaser, its employees, agents, licensees or other persons retained by Purchaser, and such indemnification survives the Closing or termination of this Agreement. Prior to any entry upon the Premises by Purchaser or Purchaser's invitees, unless Purchaser is self-insured by virtue of being a government agency, Purchaser shall furnish Seller with proof of the existence of liability insurance policies and coverage with respect to Purchaser and Purchaser's invitees, providing coverage against injury or damage to persons and/or the Premises in an amount not less than One Million Dollars ($1,000,000.00) per person per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate per occurrence, in the form of certificates of insurance in favor of Seller, naming Seller and Seller's property manager as an additional insured and providing for at least twenty days' advance notice to Seller of any amendment or cancellation of such certificates or the policy of insurance reflected on such certificates.

(e) If Purchaser does not terminate this Agreement pursuant to this Section 10, Purchaser shall notify Seller in writing prior to the expiration of the Due Diligence Period which Service Contracts (as hereinafter defined) it will assume at Closing (collectively, the "**Assigned Contracts**") and for which Service Contracts Purchaser requests that Seller deliver written termination notices at Closing (the "**Service Contract Notice**"), provided that Seller shall have no obligation to terminate any Service Contract that is not terminable upon thirty (30) days' prior notice (unless Purchaser requests that Seller terminate such Service Contract and Purchaser assumes such Service Contract at Closing until the post-Closing effective date of such termination) or for which there is a termination fee (unless Purchaser agrees to be responsible for such termination fee at Closing). Purchaser's failure to deliver the Service Contract Notice shall result in all of the assignable Service Contracts being deemed to be Assigned Contracts.

11. **Approval of the Jacksonville Port Authority Board of Directors**. This Agreement is contingent upon approval by the Governing Body of the Jacksonville Port Authority. Purchaser shall use all reasonable best efforts to have the approval application brought for consideration and approval by the Board of Directors of the Governing Body of the Jacksonville Port Authority (the "**Board of Directors**") at its June 23, 2025 meeting. In the event the Board of Directors will not consider the approval application at the June 23 meeting through no fault of Purchaser, Purchaser shall immediately notify the Seller in writing and have the approval application brought for consideration by the Board of Directors at their next regularly scheduled meeting, which is

currently scheduled for August 25, 2025. If the Board of Directors fails to approve the Agreement and this transaction by the August 25th meeting, Seller or Purchaser shall have the right to terminate this Agreement, in which case this Agreement shall be void and of no force and effect, the Deposit shall be returned to Purchaser, and the parties shall owe no obligations to each other under the provisions of this Agreement, except for Purchaser's indemnification obligations under Section 10 of this Agreement.

12. **Mutual Representations and Warranties.** Each party warrants and represents to the other, as of the Effective Date and as of the Closing Date, knowing that the other party shall rely therein in consummating this transaction, that:

(a) It has full power and authority under all applicable laws and all agreements to which it is a party or by which it is bound to enter into this Agreement and perform all of the terms and conditions and covenants set forth herein.

(b) The execution and delivery of this Agreement and the performance of all the terms, conditions and covenants set forth herein are neither prohibited by, nor would constitute presently or after the passage of time, a breach or violation of any agreement or other instrument to which it is a party or by which it is bound, nor result in the creation or imposition of any lien on any of such party's assets or property which would materially and adversely affect the ability of such party to carry out the terms of this Agreement.

(c) This Agreement, when executed and delivered on behalf of each party will be legal, valid, binding and enforceable against it in accordance with its terms, subject as to enforceability only, to applicable laws relating to bankruptcy, creditors' rights and equitable rights and remedies.

13. **Seller's Representations**. Seller represents to Purchaser, as of the Effective Date and as of the Closing Date, which representations shall not survive Closing, that:

(a) Seller is not a "foreign person" within the meaning of Sections 1445 and 7701(a)(i) of the Internal Revenue Code of 1986.

(b) There are no actions, suits or proceedings pending, or, to Seller's actual knowledge, threatened in writing, involving or relating to the Property or that could have an adverse effect on the Seller's ability to perform in accordance with the Agreement's terms (but this representation does not include possible actions which are covered by insurance). No bankruptcy or similar action, whether voluntary or involuntary is pending, or to Seller's knowledge, threatened against Seller, and Seller has no intention of filing or commencing any such action within ninety (90) days following Closing.

(c) Seller has received no written notice from any governmental authority having jurisdiction over the Property of any violations against the Property with which it has not complied.

(d) There are no service contracts ("**Service Contracts**") for the Property that will survive Closing other than those set forth on **Exhibit B.**

(e) The Property will be vacant and delivered free of all existing tenancies at Closing.

(f) Seller is not a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (**"OFAC"**) of the Department of the Treasury (including those names on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Real Property and Prohibiting Transactions with Persons Who Commit, Threaten To Commit, or Support Terrorism).

(g) There are no employees currently employed at the Property by Seller.

(h) To the best of its knowledge, there are no threatened or pending condemnation or similar proceedings against the Property.

(i) To the best of Seller's knowledge, except as set forth in any environmental reports which may be provided by Seller to Purchaser, there are no claims, litigation, administrative proceedings, actual or threatened or judgments or orders, or any notices, relating to any hazardous substances or any environmental condition concerning the Property. To the best of Seller's knowledge, except as set forth in any environmental reports which may be provided by Seller to Purchaser, no hazardous substances or wastes, as defined by law, are generated, manufactured, refined, transported, treated, stored, handled or disposed of on the Property by Seller or any previous owner of the Property except for cleaning and other materials used in the ordinary course of operations.

(j) To the best of Seller's knowledge, there are no underground or aboveground storage tanks at the Property.

(k) The Property is connected to a municipal water and sewer system and has utility meters installed within the Property. Seller makes no representation on whether the capacities of such utilities are sufficient for Purchaser's intended use of the Property.

(l) At Closing, there will be no parties in possession of the Property or any part thereof, nor, to Seller's knowledge, except for utility easements, has any party been granted any license, lease or other interest relating to the use or possession of the Property or any part thereof which shall survive Closing.

(m) Except as disclosed in Purchaser's Title Commitment, Seller has not executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property.

(n) All plumbing, electrical and HVAC systems shall be in working order at Closing. The Property shall otherwise be sold in "AS IS" condition.

14. **Operations Prior to Closing.**

(a) Prior to Closing, Seller shall protect and preserve the Property by causing the customary services to be provided for the Property based on Seller's historical practice, and causing the Property to be operated in the ordinary course of business.

(b) Additionally, Seller (i) shall pay, in the normal course of business and in any event prior to Closing, sums properly due for work, materials or services furnished or otherwise incurred by or at the request of Seller in connection with the ownership and operation of the Property to the Closing Date; and (ii) shall not remove any of the Personal Property unless it replaces the same with personal property of equal or superior quality.

15. **Brokers.** The Seller and Purchaser represent that they have dealt with no broker in connection with this matter. Seller and Purchaser agree to indemnify and hold harmless the other party from any breach of this representation by the breaching party. This paragraph shall survive the Closing.

16. **Liquidated Damages/Default.** In the event of a default by Purchaser under this Agreement, then the Deposit shall be paid to Seller by the Escrow Agent as liquidated damages, and as Seller's sole and exclusive remedy (except for attorneys' fees as set forth in Section 30), such damages being difficult, if not impossible, to ascertain, and not as a penalty. In the event of a default by Seller, Purchaser shall be entitled as its sole and exclusive remedy either: (a) to a return of the Deposit, or (b) in the alternative, to the right to pursue specific performance of this Agreement. Purchaser agrees and acknowledges that it shall not be entitled to any consequential or other damages as result of Seller's default. In the event Purchaser elects to pursue specific performance of this Agreement, such election must be made, and such action for specific performance, must be commenced within sixty (60) days from the date of the occurrence of Seller's alleged default. Unless Purchaser has filed an action for specific performance and such action is pending, Purchaser shall not have the right or authority to place a lis pendens against any portion of the Property, and Purchaser hereby waives and releases any right it may have under applicable law to file any lis pendens absent such pending action.

17. **Limitation of Liability.**

(a) Notwithstanding anything to the contrary in this Agreement, Purchaser agrees that its recourse against Seller under this Agreement or under any other agreement, document, certificate or instrument delivered by Seller to Purchaser, or under any law applicable to the Property or this transaction, shall be strictly limited to Seller's interest in the Property (or upon consummation of the transaction contemplated hereunder, to the net proceeds of the sale thereof actually received by Seller), but in no event shall Purchaser seek or obtain any recovery or judgment against any of Seller's other assets (if any) or against any agent of Seller, or against Seller's members, partners, officers, directors, managers, or shareholders, as the case may be (or their constituent members, partners, officers, directors, managers, or shareholders, as the case may be) or any director, officer, employee or shareholder of any of the foregoing. Purchaser agrees that Seller shall not have any liability to Purchaser for any breach of Seller's representations, warranties, indemnifications, covenants or other obligations (whether express or implied) under this Agreement or under any other agreement, document, certificate or instrument delivered by Seller to Purchaser, or under any law applicable to the Property or this transaction, except to the extent a claim is made in writing to Seller prior to the expiration of the Survival

Period. Additionally and notwithstanding anything in this Agreement to the contrary or under any other agreement, document, certificate or instrument delivered by Seller to Purchaser, (i) the aggregate liability of Seller arising pursuant to or in connection with the representations, warranties, indemnifications, covenants or other obligations (whether express or implied) of Seller under this Agreement or any other agreement, document, certificate or instrument delivered in connection herewith, or under any law applicable to the Property or this transaction shall not exceed one (1%) percent of the Purchase Price in the aggregate (the "**Liability Ceiling**") and (ii) in no event shall Seller have any liability to Purchaser unless and until the aggregate liability of Seller arising pursuant to or in connection therewith (individually or when combined with damages from other breaches) shall exceed Twenty-Five Thousand and 00/100 Dollars ($25,000.00) (the "**Liability Floor**"). If Seller's aggregate liability to Purchaser shall exceed the Liability Floor, then Seller shall be liable for the entire amount thereof up to but not exceeding the Liability Ceiling. Should Purchaser wish to bring an action against Seller hereunder it may do so only on the following conditions: (i) it first learned of the claim after Closing and files such action within six (6) months of the Closing and (ii) Seller shall not have any liability after Closing for an alleged breach hereunder if the Purchaser had knowledge of such alleged breach as of or prior to the Closing. The provisions of this section shall survive Closing for six (6) months.

(b) Purchaser hereby releases the Seller, together with all of their respective direct or indirect members, managers, partners, officers, directors, employees, representatives, agents, shareholders, trustees and/or beneficiaries and all their respective current and former affiliates, heirs, successors, assigns, predecessors, attorneys, agents and related entities (collectively referred to herein as the "**Seller Related Parties**") from any and all liability in connection with any claims which Purchaser may have against the Seller or any of the Seller Related Parties, and, except with respect to any claim that Purchaser may have the right to assert pursuant and subject to the limitations set forth in Section 16(a) or any other provision of this Agreement, Purchaser hereby agrees not to assert any claims, for damage, loss, compensation, contribution, cost recovery or otherwise, against the Seller or any of the Seller Related Parties, whether in tort, contract, or otherwise, relating directly or indirectly to the condition of the Premises. The provisions of this Section shall survive Closing without limitation. The foregoing release shall not apply to any acts or omissions by Seller which are determined to be fraudulent or intentional misrepresentation.

17. **Notices.** Notices hereunder shall be in writing and mailed by nationally recognized overnight courier, or via facsimile or e-mail with confirmation followed by a copy sent via overnight courier], to the respective addresses of the parties set forth below. Service shall be deemed effective upon the earlier of actual receipt of notice or one (1) business day after depositing with a nationally recognized overnight courier.

To Seller: JRL Properties, Inc.
1301 West Newport Center Drive
Deerfield Beach, Florida 33442
Attention: Robert Browne

with cc: Brach Eichler LLC
101 Eisenhower Parkway

Roseland, New Jersey 07068
Attention: Allen J. Popowitz, Esq.

To Purchaser: The Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206
Attention: Nick Primrose, Esq.

with cc: City of Jacksonville
Office of General Counsel
117 W. Duval St., Suite 480
Jacksonville, FL 32202

Notices sent by the respective attorneys for the parties shall be deemed sufficient without the signatures of the parties themselves if sent as provided herein.

18. **Business Days/Counting Dates**. If the final day of any period of time in any provision of this Agreement falls upon a Saturday, Sunday, a holiday observed by federally insured banks in the State of Florida, or by the United States Postal Service (any of the foregoing being referred to as a "**Holiday**"), then the time of such period shall be extended to the next day which is not a Saturday, Sunday or Holiday. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included, and the last day of the period as so computed is to be included, unless such last day is a Saturday, Sunday or Holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or Holiday.

19. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No modification of any of the terms and conditions of this Agreement may be made except by an instrument in writing signed by both parties.

20. **No Recording**. Purchaser covenants and agrees not to record this Agreement or any memorandum hereof and agrees that any recording hereof by Purchaser shall be deemed a material default hereunder.

21. **Closing**. Title closing (the "**Closing**") shall take place via an "escrow closing" whereby the parties place all closing documents and funds into escrow with the Title Company who shall release same upon completion of the Closing, thirty (30) days from the expiration of the Due Diligence Period (the "**Anticipated Closing Date**") (the actual date of Closing, the "**Closing Date**").

22. **1031 Transaction**. Purchaser acknowledges that this Agreement may be used by Seller as part of a IRC Section 1031 transaction or other similar or analogous transaction and agrees to cooperate to effect such a transaction, provide same is at no cost or liability to Purchaser. Seller acknowledges that this Agreement may be used by Purchaser as part of a IRC Section 1031 transaction or other similar or analogous transaction and agrees to cooperate to effect such a

transaction, provided same is at no cost or liability to Seller and that such transaction does not delay the Closing.

23. **Confidentiality**. Purchaser covenants and agrees not to communicate the terms or any aspect of this Agreement to any person or entity and to hold, in the strictest confidence, the content of any and all information in respect of the Premises which is supplied by Seller to Purchaser, without the express written consent of Seller; provided, however, that Purchaser may, without consent, disclose the terms hereof and the transactions contemplated hereby (a) to its advisors, consultants, attorneys, accountants, and lenders (collectively, the "**Transaction Parties**") without the express written consent of Seller, so long as any such Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof and (b) if disclosure is required by law or by regulatory or judicial process, provided that in such event Purchaser shall notify Seller in writing of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the confidential documents or information, as the case may be, including, without limitation, reasonably cooperating with Seller to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded such confidential documents or information, as the case may be, by such tribunal and shall disclose only that portion of the confidential documents or information which it is legally required to disclose. If this Agreement is terminated, such confidentiality shall be maintained and Purchaser and the Transaction Parties will destroy or deliver to Seller, upon request, all documents and other materials, and all copies thereof, obtained thereby in connection with this Agreement that are subject to such confidence, with any such destruction confirmed by Purchaser and the Transaction Parties in writing. The foregoing confidentiality obligations shall not apply to the extent that any such information is a matter of public record or is provided in other sources readily available to the real estate industry other than as a result of disclosure by Purchaser or the Transaction Parties. Purchaser hereby indemnifies Seller against, and holds Seller harmless from, any and all claims, losses, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with Purchaser's obligations under this Section 23. The provisions of this Section 23 shall survive the Closing or termination of this Agreement, as applicable.

24. **No Offer.** The presentation of this document for consideration by the parties shall not constitute an offer, reservation or option for the Premises and this document shall become effective and binding only upon execution and delivery by all parties hereto.

25. **Assignment.** This Agreement may not be assigned by the Purchaser, except to a related or wholly-owned subsidiary or an entity controlling, controlled by, or under common control with principals of Purchaser, provided: (a) not less than five (5) business days' prior written notice is given to Seller's attorney, (b) the assignee executes an assignment and assumption assuming all of the obligations of Purchaser hereunder, and (c) the assignee executes all documents and takes such actions as are required of Purchaser hereunder. A copy of the assignment and assumption shall be provided to Seller's attorney together with the notice of assignment. Notwithstanding the foregoing, the sale of 50% or more of the membership interests in the Purchaser entity shall be prohibited.

26. **Construction.** This Agreement is a negotiated agreement, each of the parties hereto being represented by legal counsel. This Agreement shall not be construed against either party by reason

of same being prepared by its respective attorneys. The paragraph headings used herein are for convenience of reference only and shall not affect the meaning of this Agreement.

27. **Bind and Inure.** All the terms, covenants and conditions herein contained shall bind and shall inure to the benefit of the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns respectively.

28. **Gender and Number.** In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

29. **Counterparts.** This Agreement may be executed in any number of identical counterparts, including via fax, PDF or other electronic copy, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

30. **Litigation Fees.** Anything to the contrary contained herein notwithstanding, in the event of any litigation arising from or relating to this Agreement, the parties agree that the Prevailing Party shall be reimbursed by the losing party for all costs and expenses actually incurred in such litigation and all costs and expenses actually incurred as to the Attorneys' Fees. For purposes of this Agreement, (a) the term "Prevailing Party" shall be deemed to be that party who obtains substantially the result sought, whether by settlement, mediation, judgment or otherwise; and (b) the term "Attorneys' Fees" shall mean all court costs and the fees and expenses of counsel to the parties hereto, which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

31. **Waiver of Jury Trial.** The parties hereby waive the right to obtain a jury trial in any dispute that arises under this Agreement.

32. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Florida. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of Florida, for both subject matter and personal jurisdiction, in any dispute arising under this Agreement.

33. **Escrow Agent.** The Deposit shall be disposed of in accordance with either (a) the joint written instructions signed by both parties, (b) written demand ("**Demand**") to the Escrow Agent from either Seller or Purchaser or (c) the final judgment of the court of competent jurisdiction from which there shall be no further right of appeal. The Demand in subsection (b) above shall be ...temporaneously delivered by the party demanding the disposition of the Deposit to both the Escrow Agent and the other party. If within ten (10) days after the Escrow Agent has received the Demand, the Escrow Agent has not received from the non-demanding party a notice of objection to the Demand, then the Escrow Agent is authorized to disburse the Deposit as requested by the Demand. If within the ten (10) day period the Escrow Agent receives from the non-demanding

party its notice of objection to the Demand, then the Escrow Agent is directed to notify the other party, enclosing a copy of the notice of objection, and the Escrow Agent is to continue to hold the Deposit until it is in receipt of joint written instructions of Purchaser and Seller or the final order of a court of competent jurisdiction as aforesaid, or the Escrow Agent may deposit the Deposit into a court of competent jurisdiction pursuant to an interpleader action, unless instructed otherwise by the joint written instructions of both parties. Purchaser acknowledges that the Escrow Agent is Seller's counsel and agrees that Escrow Agent shall be permitted to represent Seller in any litigation including representing Seller relating to this Agreement or the Deposit, without any claim by the Purchaser asserting conflict of interest. Seller or Purchaser, jointly and severally, shall reimburse and indemnify the Escrow Agent for, and shall hold it harmless from and against, any and all loss, liability, cost or expense caused by Seller or Purchaser, including, without limitation, reasonable attorneys' fees and disbursements (which may be fees and disbursements payable by Escrow Agent to a third party law firm representing Escrow Agent or payable to Escrow Agent, representing itself, based on and calculated at the then standard rates charged by Escrow Agent for services rendered to third parties) and court costs and expenses of defending any claim or liability, incurred by Escrow Agent without its gross negligence or willful default, or arising out of or in connection with its acceptance of its or performance of its duties and obligations under this Agreement; and Seller and Purchaser each hereby release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its duties hereunder, so long as such act or omission does not constitute gross negligence or willful default. The Escrow Agent shall have no obligations other than as specifically set forth herein, and shall incur no liability whatsoever for the Deposit except for willful misconduct or breach of fiduciary duty.

34. **Force Majeure.** Neither party shall be deemed to be in default or breach of this Agreement if prevented from performing any duty or obligation hereunder for any reason beyond its control, including acts of G-d, war, terrorism, civil commotion, fire, flood, casualty, electrical failure, breakdown of electrical or computer equipment, severe weather, or any other cause beyond the reasonable control of that party. In any such case, the parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights, duties, and obligations of the parties hereunder, to the extent reasonably practicable.

36. **Survival.** Except for (a) any provisions in this Agreement that by their express terms survive the termination or Closing, and (b) any payment obligation of Seller or Purchaser under this Agreement (the foregoing (a) and (b) referred to herein as the " **Survival Provisions**"), none of the terms and provisions of this Agreement shall survive the termination of this Agreement, and if the Agreement is not so terminated, all of the terms and provisions of this Contract (other than the Survival Provisions, which shall survive the Closing) shall be merged into the Closing documents and shall not survive Closing.

37. **Time is of the Essence.** Time is of the essence of each and every term, provision and covenant of this Agreement. The expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. eastern time of the last day of the period.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SELLER:

JRL PROPERTIES, INC.

By: ______________________

Name: Robert M. Browne

Title: Chief Executive Officer

PURCHASER:

THE JACKSONVILLE PORT AUTHORITY

By: ______________________

Name: Eric B. Green

Title: Chief Executive Officer

ESCROW AGENT:

BRACH EICHLER LLC

By: ______________________]

Allen J. Popowitz, Member

SCHEDULE OF EXHIBITS

BE.16212464.5/AQU013-287694

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT "A"

Lots 1 to 22, inclusive, comprising the entire of Block 28; Lots 1 to 16, inclusive, comprising the entire of Block 29, and Lots 1 to 16, inclusive in Block 30, all in THOMPSON'S ADDITION TO EAST SPRINGFIELD, according to plat thereof recorded in Plat Book 6, page 48, of the current public records of Duval County, Florida.

TOGETHER with that portion of 19th Street lying between said Blocks 28 and 29 and that portion of 20th Street lying between said Blocks 29 and 30, which portions of said streets were closed by City Ordinance E. E. 498, dated July 27, 1962;

less and except the property described in O.R Books: 1659/207, 1730/47 and 6505/1353 of the Public Records of Duval County, Florida.

EXHIBIT B

SERVICE CONTRACTS

BE.16212464.5/AQU013-287694

EXHIBIT C

BILL OF SALE

THIS BILL OF SALE is made this ______ day of ________, 20___ by and between ____________, a Florida corporation("**Seller**") and ____________________, a ____________________ ("**Purchaser**")

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Agreement of Sale dated ___________ (as amended, the "**Agreement**"), for the purchase and sale of certain real property and improvements located at ______________ and further described in the Agreement (the "**Real Property**"); and

WHEREAS, pursuant to the Agreement, Seller has agreed to sell to Purchaser all furniture, fixtures, equipment, appliances and other items of personal property located at the Real Property and owned by the Seller (collectively, the "**Personal Property**").

NOW THEREFORE, in consideration of the purchase price paid to Seller under the Agreement and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller by this Bill of Sale does hereby grant, bargain, sell and deliver to Purchaser the Personal Property.

Seller warrants and represents that Seller is the lawful owner of the Personal Property and has good right to sell the same.

THE PERSONAL PROPERTY IS SOLD "AS IS" AND SELLER MAKES NO WARRANTY THAT THE PERSONAL PROPERTY SOLD HEREUNDER SHALL BE MERCHANTABLE OR THAT SUCH PERSONAL PROPERTY SHALL BE FIT FOR ANY PARTICULAR PURPOSE.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Seller has executed this Bill of Sale as of the day and year first above written.

SELLER:

By:____________________________
Name:
Title:

BE.16212464.5/AQU013-287694

BD2025-06-04

SUBMISSION FOR BOARD APPROVAL

SUBJECT: SOVEREIGNTY SUBMERGED LAND LEASE RENEWAL BIMT BERTH 24 WEST CHANNEL – TRAILER BRIDGE (SSLL NO.: 160029992)

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

SOURCE OF FUNDS: N/A

BACKGROUND: JAXPORT originally entered into a Lease Agreement No. 160029992 ("SSLL") with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("State") in 1999 for the purpose of operating a commercial berthing area to be used exclusively for mooring of a commercial barge in conjunction with an upland municipal port facility. The lease has subsequently been renewed every five (5) years for continued operation on the same terms and conditions as the original lease.

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

RECOMMENDATION: Recommendation is hereby made for the Board to approve the Lease renewal and that the Board authorize the Chief Executive Officer, or his designee, to execute all documents necessary for the Submerged Lands Lease renewal as shown in the attachment.

ATTACHMENTS:

- Map showing location of SSLL and Sovereignty Submerged Lands Lease Instrument with Sketch and Property Description
- Agreement for execution with Board of Trustees of Internal Improvement Trust Fund of the State of Florida.

BD2025-06-04

SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

James G. Bennett, PE
James G. Bennett, PE (Jun 13, 2025 13:18 EDT)

James Bennett
Chief Operating Officer

Signature and Date

SUBMITTED FOR APPROVAL:

Eric B. Green
Eric B. Green (Jun 13, 2025 14:15 CDT)

Eric Green
Chief Executive Officer

Signature and Date

BOARD APPROVAL:

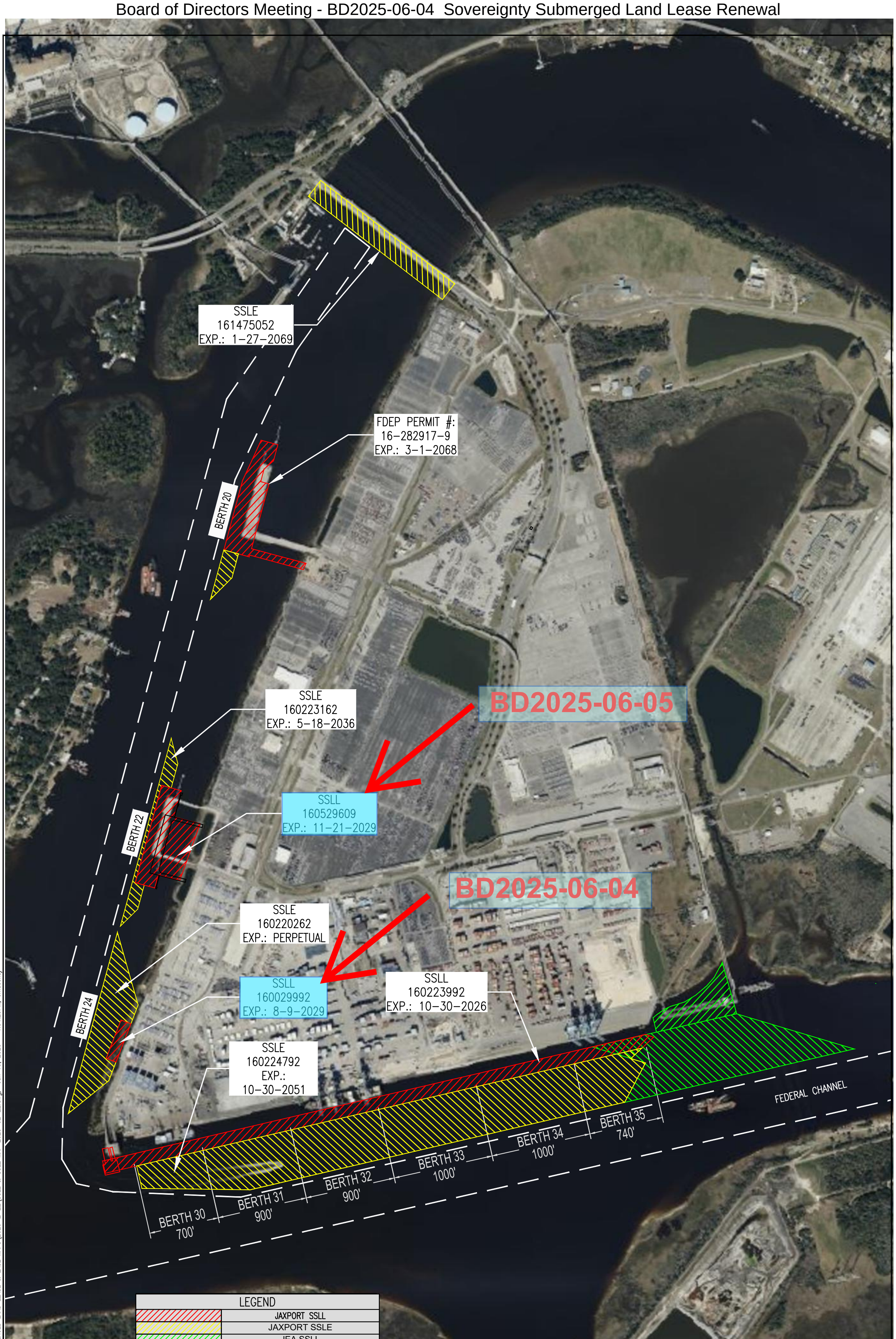
6/23/2025
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Wendy O. Hamilton, Chair

Thomas F. Slater, Secretary



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JAXPORT JACKSONVILLE PORT AUTHORITY	NORTH	BLOUNT ISLAND MARINE TERMINAL SUBMERGED LAND LEASES & EASEMENT 2022	JAXPORT ENGINEERING & CONSTRUCTION DEPARTMENT 2831 TALLEYRAND AVENUE JACKSONVILLE, FL 32206	SHEET DATE SCALE	1 OF 1 6/13/25 NTS

This Instrument Prepared By:
Lisa-Marie Raulerson
Action No. 50440
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 160029992

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

> A parcel of sovereignty submerged land in Section 25, Township 01 South, Range 27 East, in Saint Johns River, Duval County, Florida, containing 43,050 square feet, more or less, as is more particularly described and shown on Attachment A, dated June 2, 1999.

TO HAVE THE USE OF the hereinabove described premises from August 9, 2024, the effective date of this lease renewal, through August 9, 2029, 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 commercial berthing area to be used exclusively for mooring of a commercial barge in conjunction with an upland municipal port facility, without fueling facilities, without 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. All of the foregoing subject to the remaining conditions of this lease.

[02-29]

2. 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. 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. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: By December 1 of each year during the term of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by the Lessee.

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. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. 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 10 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.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. SPECIAL LEASE CONDITION: During the term of this lease and all subsequent 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).

[*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

"LESSOR"

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:

Toni Sturtevant 5/30/2025

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

"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 the Jacksonville Port Authority, a body politic and corporate. He is personally known to me or who has produced _________________________, as identification.

My Commission Expires:

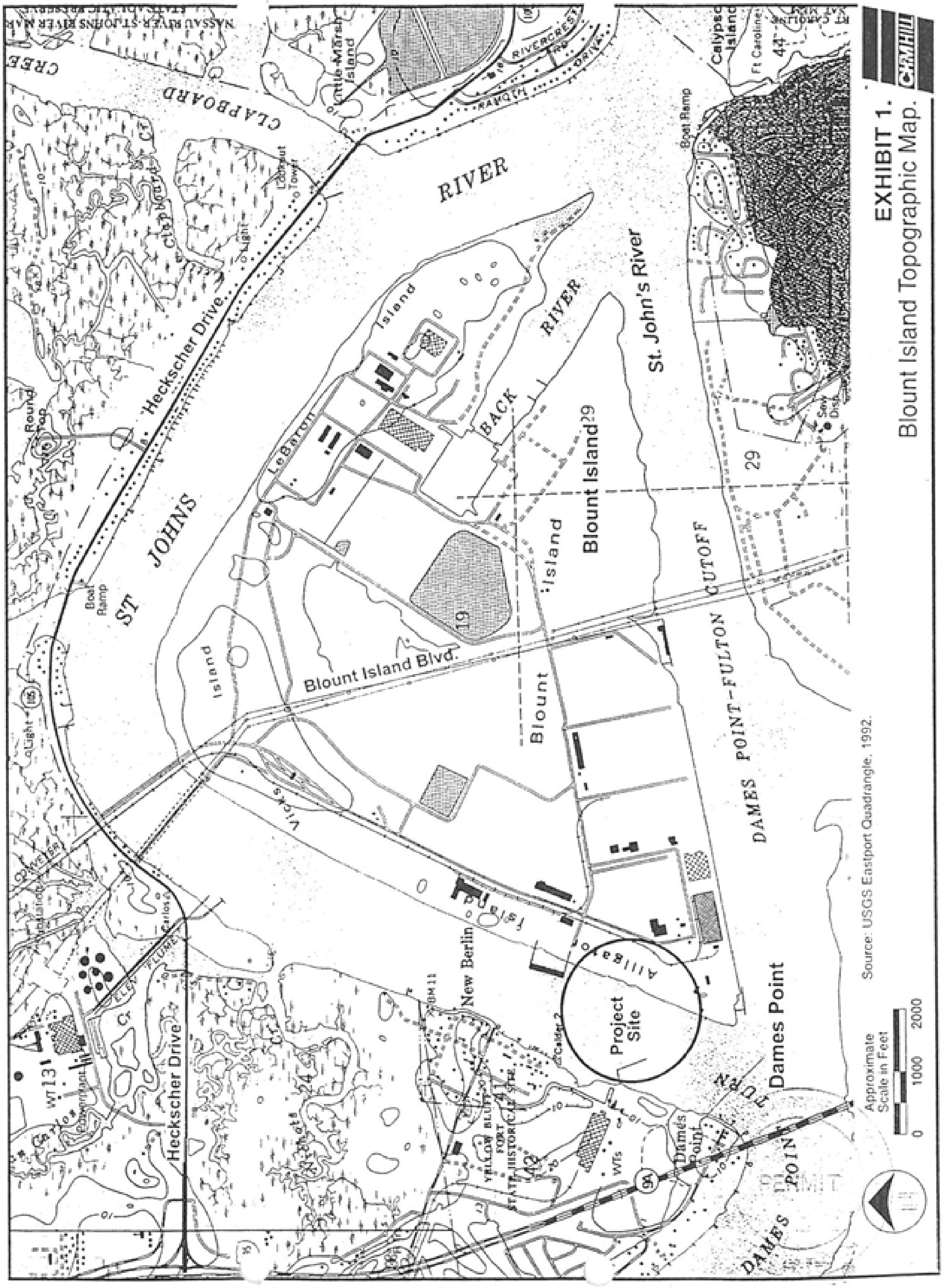
____

Commission/Serial No.__________________

____
Signature of Notary Public

Notary Public, State of_________________________________

____
Printed, Typed or Stamped Name



Attachment A
Page 9 of 14 Pages
Sovereignty Submerged Lands Lease No. 160029992

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

3131 St. Johns Bluff Road S.
Jacksonville, FL 32246
Tel: (904) 642-8550
Fax: (904) 646-9485

June 3, 1999

Work Order No.S98-393.01
JaxPort, Blount Island
West Wharf #3

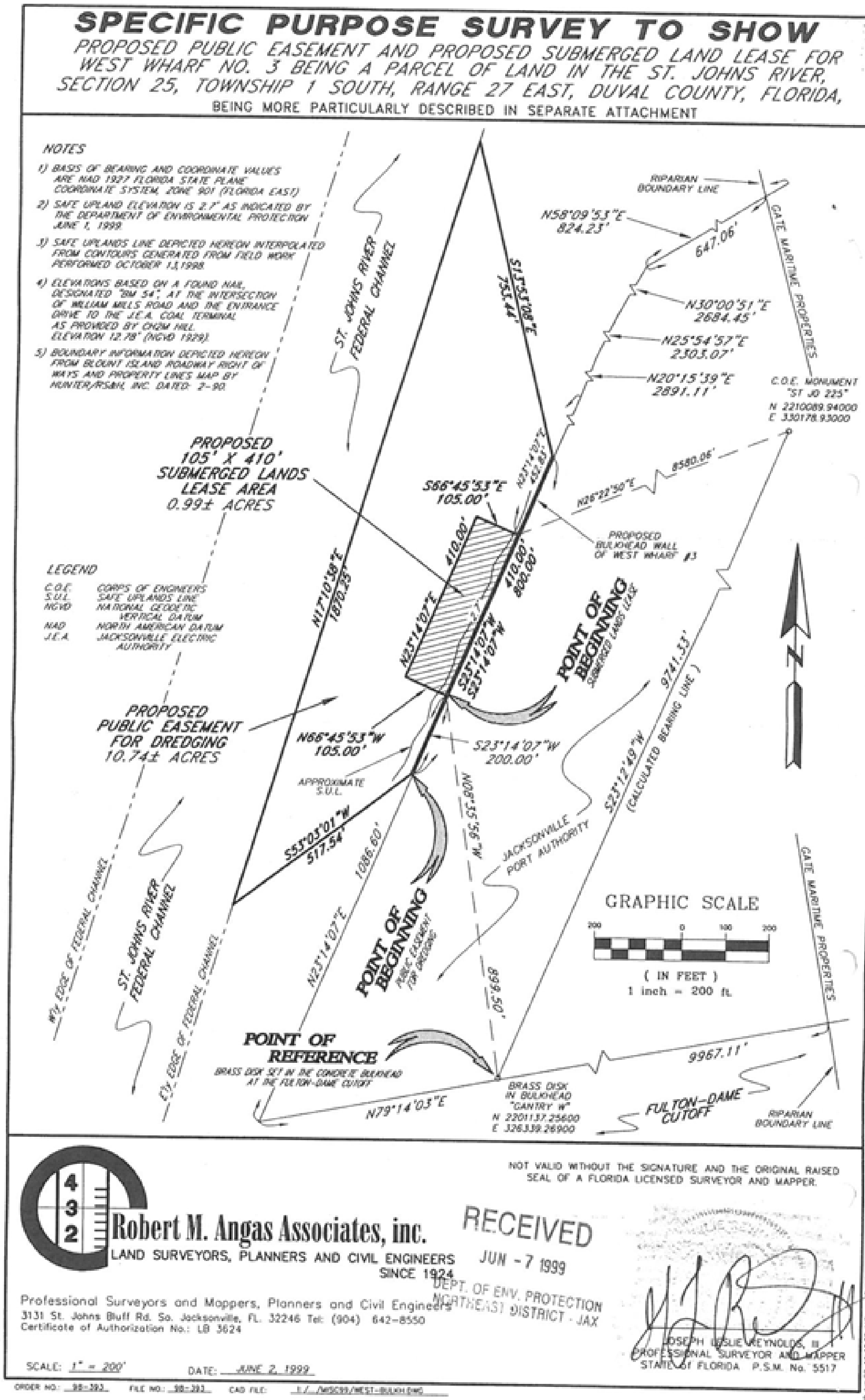
105' x 410' SUBMERGED LAND LEASE AREA

A parcel of land in the St. Johns River, Section 25, Township 1 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at a monument with a brass disk set in the bulkhead at the Fulton-Dame Cutoff, bearing the inscription "Gantry W", having a published NAD1927 Florida State Plane Coordinate Value of Northing 2201137.256, Easting 326339.269, said point lying South 23°12'49" West, 9741.33 feet from an United States Corps of Engineers monument, bearing the inscription "St Jo 225", having a published NAD1927 Florida State Plane Coordinate Value of Northing 2210089.94, Easting 330178.93; thence North 08°35'56" West, 899.50 feet to the Point of Beginning.

From said Point of Beginning, thence North 66°45'53" West, 105.00 feet; thence North 23°14'07" East, 410.00 feet; thence South 66°45'53" East, 105.00 feet; thence South 23°14'07" West, 410.00 feet to the Point of Beginning.

Containing 0.99 acres, more or less



Attachment A
Page 11 of 14 Pages
Sovereignty Submerged Lands Lease No. 160029992

VOL 1956 PAGE 476
OFFICIAL RECORDS

D E E D

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

WHEREAS, by virtue of the terms and provisions of Chapter 57-502, Laws of Florida 1957, Duval County, a political subdivision of the State of Florida, has acquired from the Trustees of the Internal Improvement Fund of the State of Florida the property hereinafter described, by deed which is of record and recorded in the office of the Clerk of the Circuit Court of Duval County, in Volume 502, page 400 of the Official Records of said County; and,

WHEREAS, since the acquisition of said lands referred to, by Duval County, the Legislature of the State of Florida, at its regular session in 1963, enacted into law Senate Bill No. 1090 creating "THE JACKSONVILLE PORT AUTHORITY", a body politic and corporate, under said law; that under and by virtue of the provisions and requirements of said Act, Duval County is required to transfer, by appropriate deed of conveyance, the lands owned by it and known as "Blount Island"; and,

WHEREAS, all things have been done and performed by The Jacksonville Port Authority to entitle said Authority to a conveyance from the Board of County Commissioners of Duval County of the lands hereinafter described, as provided by said Senate Bill No. 1090, Laws of Florida, Acts of the Legislature 1963, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that Duval County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, as Grantor, in consideration of the premises and pursuant to the aforesaid law, does hereby transfer, grant, convey and quitclaim unto The Jacksonville Port Authority, Grantee, all the right, title, estate and interest of Duval County, Grantor herein, in and to the following described lands, situate, lying and being in the County of Duval, State of Florida, viz:

VOL 1956 PAGE 477
OFFICIAL RECORDS

All those certain lands comprising islands,swamp and submerged lands, lying and being in the St. Johns River in Duval County, Florida, commonly known and described as Quarantine Island, Radcliffe Island, Alligator Island, Vicks Island, Long Island and LeBaron Island, including part of Coon Point, together with all lands and swamp lands and bottoms, lying Northerly of the right-of-way of "Cut 42" of the Fulton-Dames Point Cutoff, and bounded on the East, North and West by the Channel of St. Johns River, and being in Township 1 South, Range 27 East, and in Township 1 South, Range 28 East, excepting therefrom that part of said land conveyed by the Trustees of the Internal Improvement Fund as a right-of-way of "Cut 42" of the Fulton-Dames Point Cutoff, Jacksonville Harbor Project of the Corps of Engineers, U. S. Army, more particularly described as follows:

For point of reference, commence at the corner common to Sections 19, 20, 29 and 30, as said sections appear on plat of extension survey in Township 1 South, Range 28 East, of the Tallahassee Meridian, Florida, prepared from survey by the U. S. Bureau of Land Management dated October 5, 1949, copy of said township plat together with field notes being on file in the office of the Department of Agriculture, State of Florida, Tallahassee, Florida.

From the point of reference thus described, run South 0°09' East along the line dividing the aforesaid Sections 29 and 30, 1471.2 feet to a concrete monument set in the Northwesterly right of way line of Fulton-Dames Point Cut-Off, as said right of way line is now established by the U.S.Engineer Office and described in deed recorded in Deed Book 1441, Page 586 of the public records of Duval County, Florida for point of beginning. From the point of beginning thus described, run North 79° 14' East along the aforesaid right of way line, 4,403.5 feet, to a permanent reference monument; continue thence North 79° 14' East along said right of way line 30 feet, more or less, to where said right of way line intersects the waters of the St. Johns River; run thence up said river first in a Northwesterly; thence in a Westerly and finally in a Southwesterly direction a distance of 21,450 feet, more or less, to where said waters are again intersected by the aforementioned Fulton-Dames Point Cut-Off right of way line, said intersection point bearing South 79° 14' West from the point of beginning; run thence North 79° 14' East, along said right of way line, a distance of 20 feet, more or less, to a concrete monument; continue thence North 79° 14' East along said right of way line 8,904.5 feet to the point of beginning, the land thus described and enclosed containing 1530 acres, more or less.

All bearings used in the foregoing description refer to the grid lines of the Florida State Coordinate System and not to true North.

This deed is given subject to any applicable covenants recited in deed to the County recorded in Volume 502, page 400 of the Official Records of Duval County,Florida.

VOL 1956 PAGE 478
OFFICIAL RECORDS

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever, in fee simple.

IN WITNESS WHEREOF Duval County, the Grantor herein, has caused these presents to be executed, in its name by the Board of County Commissioners, acting by its Chairman and attested by the Clerk of the Circuit Court of Duval County, Florida, under the official seal of said Board, this, the 12th day of August, A. D. 1963.

DUVAL COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners

By [signature]
Chairman

ATTEST:

S. Morgan Slaughter
Clerk of the Circuit Court
of Duval County, Florida/

(This deed is executed in accordance with the provisions of Chapter 125.41, Laws of Florida)

PRESENTED
AT MEETING
AUG 12 1963
BOARD OF
COUNTY COMMISSIONERS
DUVAL COUNTY, FLORIDA

63- 49083
AUG 13 3 36 PM '63
FILED AND RECORDED IN PUBLIC RECORDS OF DUVAL COUNTY, FLA.
S. Morgan Slaughter
CLERK OF CIRCUIT COURT

- 3 -

Attachment B
Page 13 of 13 Pages
Sovereignty Submerged Lands Lease No. 160029992

BD2025-06-05

SUBMISSION FOR BOARD APPROVAL

SUBJECT:	**SOVEREIGNTY SUBMERGED LAND LEASE RENEWAL BIMT COMMERCIAL AUTO OFF-LOADING FACILITY BERTH 22 (SSLL NO.: 160529609)**	
COST:	**$0.00 (Renewal Fee)**	**BUDGETED: N/A**
SOURCE OF FUNDS: N/A		

BACKGROUND: JAXPORT originally entered into a Lease Agreement No. 160529609 ("SSLL") with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("State") in 1989 for the purpose of operating a deep-water port to be used exclusively for mooring of commercial vessels in conjunction with an upland commercial auto off-loading facility. The lease has subsequently been renewed every five (5) years for continued operation on the same terms and conditions as the original lease.

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

RECOMMENDATION: Recommendation is hereby made for the Board to approve the Lease renewal and that the Board authorize the Chief Executive Officer, or his designee, to execute all documents necessary for the Submerged Lands Lease renewal as shown in the attachment.

ATTACHMENTS:

- Map showing location of SSLL and Sovereignty Submerged Lands Lease Instrument with Sketch and Property Description
- Agreement for execution with Board of Trustees of Internal Improvement Trust Fund of the State of Florida.

BD2025-06-05

SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPROVAL:

James G. Bennett, PE
James G. Bennett, PE (Jun 13, 2025 13:17 EDT)

James Bennett
Chief Operating Officer

Signature and Date

SUBMITTED FOR APPROVAL:

Eric B. Green
Eric B. Green (Jun 13, 2025 14:13 CDT)

Eric Green
Chief Executive Officer

Signature and Date

BOARD APPROVAL:

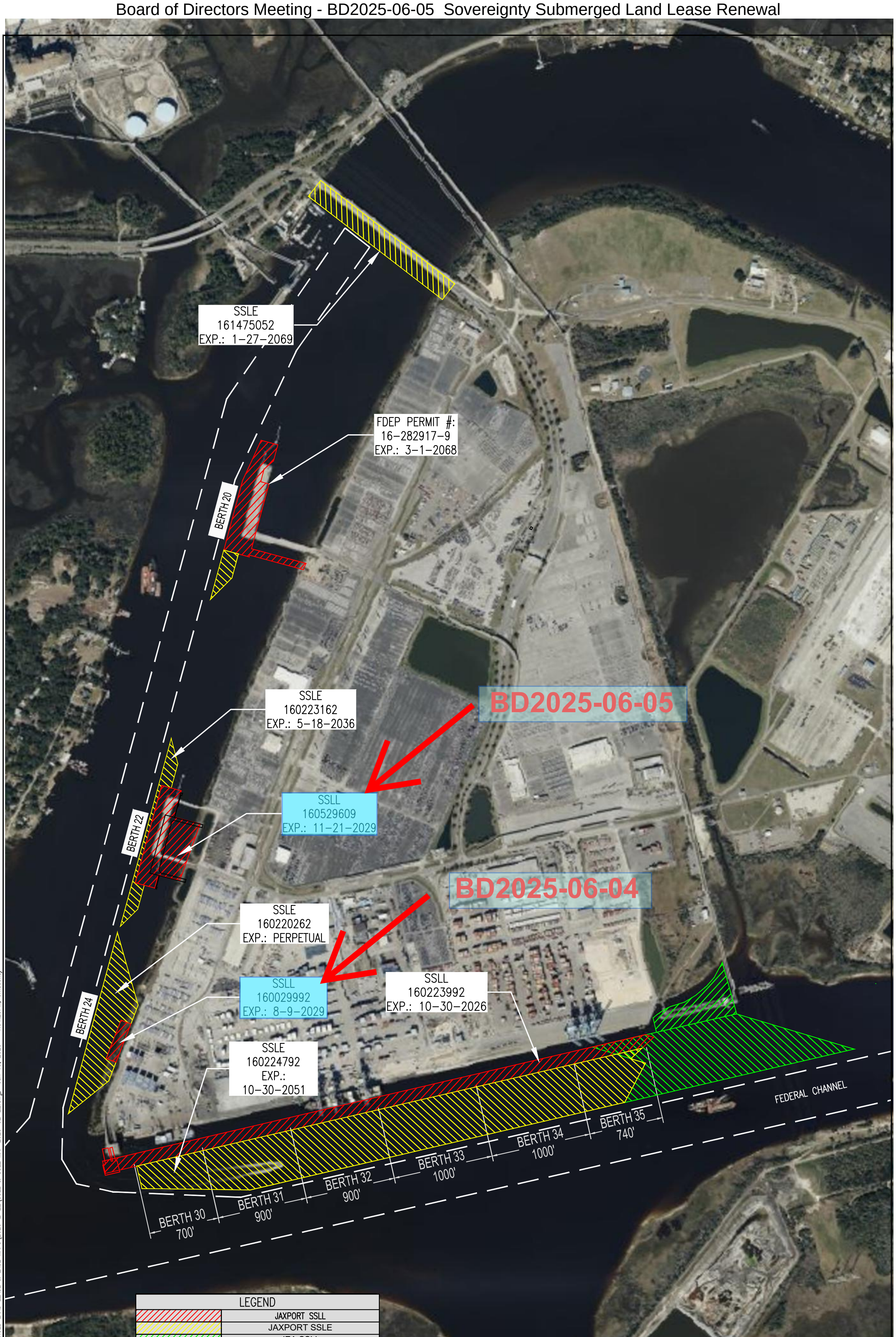
6/23/2025
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Wendy O. Hamilton, Chair

Thomas F. Slater, Secretary



JAXPORT JACKSONVILLE PORT AUTHORITY	NORTH	**BLOUNT ISLAND MARINE TERMINAL SUBMERGED LAND LEASES & EASEMENT 2022**	JAXPORT ENGINEERING & CONSTRUCTION DEPARTMENT 2831 TALLEYRAND AVENUE JACKSONVILLE, FL 32206	SHEET 1 OF 1 DATE 6/13/25 SCALE NTS

H:\Mar_eng\DRAWINGS\SUBMERGED LAND LEASE & EASE MAPS\2023-2-22\SSLL & SSLE MAP 2023-02-22.dwg, Jun 13, 2025 - 1:34:23PM, cmueckay

This Instrument Prepared By:
Lisa-Marie Raulerson
Action No. 50439
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 160529609

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

> A parcel of sovereignty submerged land in Section 25, Township 01 South, Range 27 East, in St. Johns River, Duval County, Florida, containing 382,757 square feet, more or less, as is more particularly described and shown on Attachment A, dated August 12, 2024.

TO HAVE THE USE OF the hereinabove described premises from November 21, 2024, the effective date of this lease renewal, through November 21, 2029, 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 deep-water port to be used exclusively for mooring of commercial vessels in conjunction with an upland commercial auto off-loading facility, with 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. 16-0010303-025-EI, dated October 27, 2023, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

[02-29]

2. 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 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. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: By December 1 of each year during the term of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by the Lessee.

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. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. 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 10 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.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

[*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

"LESSOR"

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:

Toni Sturtevant 5/30/2025

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

"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 the Jacksonville Port Authority, a body politic and corporate. He is personally known to me or who has produced _________________________, as identification.

My Commission Expires:

____

Commission/Serial No.__________________

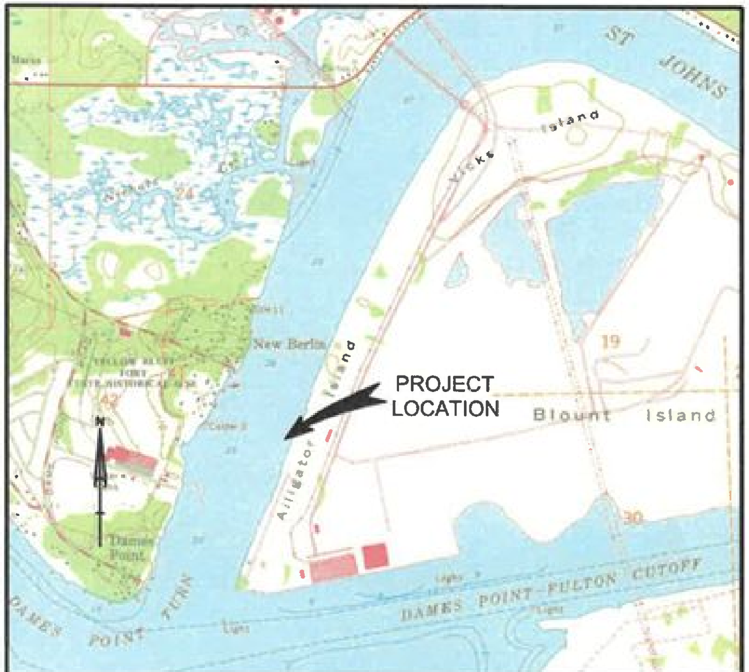
____
Signature of Notary Public

Notary Public, State of__________________________

____
Printed, Typed or Stamped Name

MAPS SHOWING A SKETCH TO ACCOMPANY DESCRIPTION:

FOR A PORTION OF SUBMERGED SOVEREIGN LANDS LEASE OF THE STATE OF FLORIDA
LYING ADJACENT TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER,
UNSURVEYED SECTION 25, TOWNSHIP 1 SOUTH, RANGE 27 EAST,
DUVAL COUNTY, FLORIDA



USGS QUAD	VICINITY MAP NOT TO SCALE	EASTPORT, FL # 345932

LEGEND

O.R.V.	OFFICIAL RECORDS VOLUME
PG.	PAGE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
LB	LICENSED BUSINESS
R/W	RIGHT OF WAY
MHWL	MEAN HIGH WATER LINE
[10.5']	TIE TO LEASE AREA

SURVEY NOTES

1. THIS MAP REPRESENTS A FIELD SURVEY DATED MARCH 25, 2022.
2. BEARINGS SHOWN HERON ARE BASED ON THE NORTH WESTERLY BULKHEAD LINE OF BLOUNT ISLAND S20°15'39"W AS IN ESTABLISHED BULKHEAD LINES PLAT BOOK 1,PAGE32, DUVAL COUNTY, FLORIDA.
3. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND IN TENTHS AND ARE BASED ON THE U.S. SURVEY FOOT.
4. A TITLE COMMITMENT HAS NOT BEEN PROVIDED FOR THIS SURVEY.
5. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88).
7. THE MEAN HIGH WATER LINE IS LOCATED AS INSTRUCTED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, LABINS.ORG, AT ELEVATION 1 .20' NAVD 1988 FOR INTERPOLATION TIDE POINT (TIP) No. 6023.

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 2 & 3.

CERTIFIED TO

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
JACKSONVILLE PORT AUTHORITY

Richard J Sawyer, PSM — Digitally signed by Richard J Sawyer, PSM Date: 2024.08.12 08:37:26 -04'00'

Richard J. Sawyer
Professional Surveyor and Mapper
Florida Certificate No. 6131

RICHARD J. SAWYER CERTIFICATE No. 6131 STATE OF FLORIDA REGISTERED LAND SURVEYOR

FOR: JACKSONVILLE PORT AUTHORITY
BERTH 22 - SOVEREIGN SUBMERGED LANDS LEASE

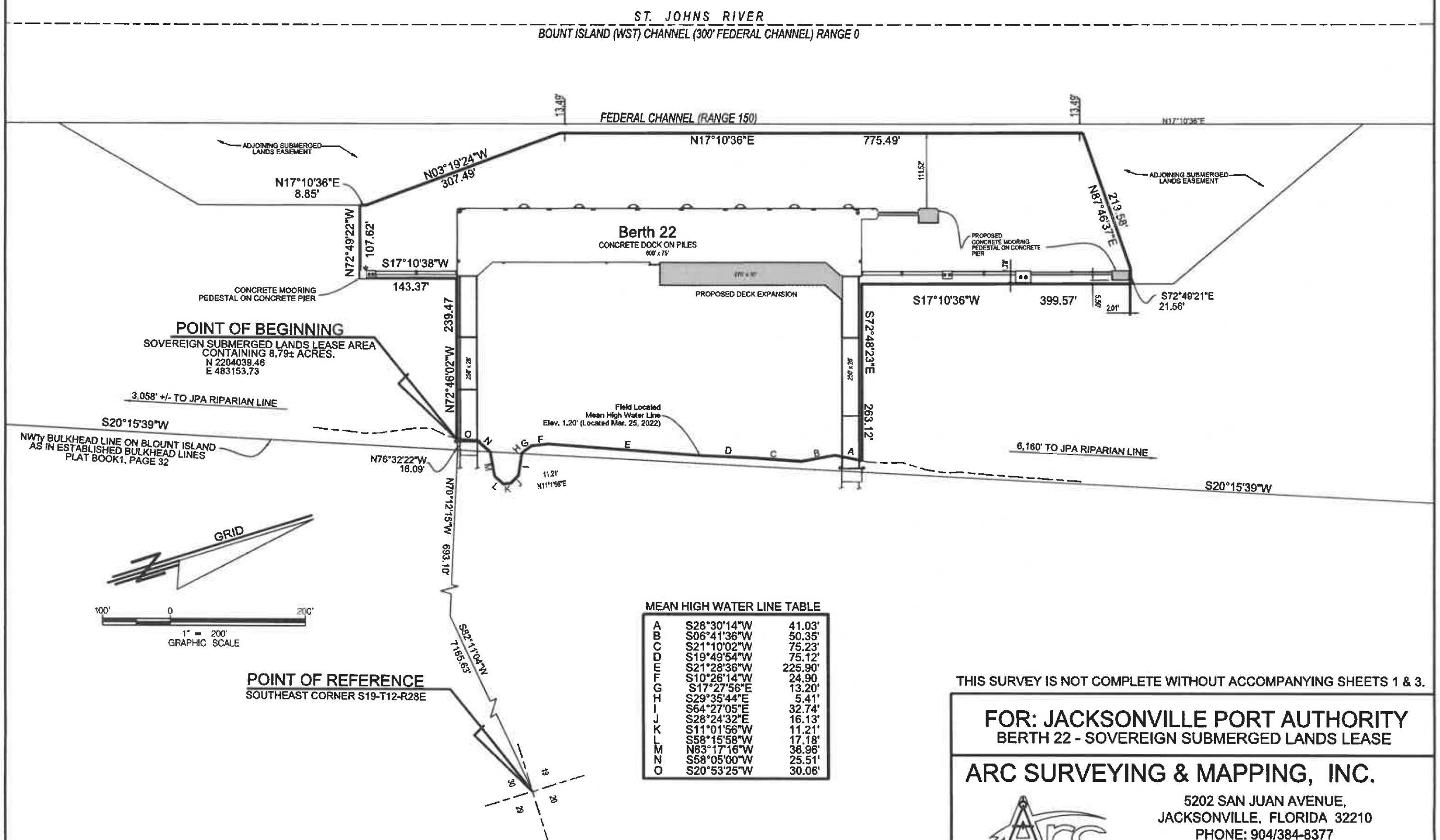
ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	4-20-22 8-12-24 REVISED	JPA BERTH 22 SSLL_SLLE	21-086 SSLL

SHEET 1 of 3

MAPS SHOWING A SKETCH TO ACCOMPANY DESCRIPTION:

FOR A PORTION OF SUBMERGED SOVEREIGN LANDS LEASE OF THE STATE OF FLORIDA
LYING ADJACENT TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER,
UNSURVEYED SECTION 25, TOWNSHIP 1 SOUTH, RANGE 27 EAST,
DUVAL COUNTY, FLORIDA



MEAN HIGH WATER LINE TABLE

A	S28°30'14"W	41.03'
B	S06°41'36"W	50.35'
C	S21°10'02"W	75.23'
D	S19°49'54"W	75.12'
E	S21°28'36"W	225.90'
F	S10°26'14"W	24.90
G	S17°27'56"E	13.20'
H	S29°35'44"E	5.41'
I	S64°27'05"E	32.74'
J	S28°24'32"E	16.13'
K	S11°01'56"W	11.21'
L	S58°15'58"W	17.18'
M	N83°17'16"W	36.96'
N	S58°05'00"W	25.51'
O	S20°53'25"W	30.06'

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 1 & 3.

FOR: JACKSONVILLE PORT AUTHORITY
BERTH 22 - SOVEREIGN SUBMERGED LANDS LEASE

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	4-20-22 8-12-24 REVISED	JPA BERTH 22 SSLL_SLLE	21-086 SSLL

SHEET 2 of 3

MAPS SHOWING A SKETCH TO ACCOMPANY DESCRIPTION:

FOR A PORTION OF SUBMERGED SOVEREIGN LANDS LEASE OF THE STATE OF FLORIDA
LYING ADJACENT TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER,
UNSURVEYED SECTION 25, TOWNSHIP 1 SOUTH, RANGE 27 EAST,
DUVAL COUNTY, FLORIDA

A PARCEL OF SOVEREIGN SUBMERGED LANDS LYING ADJACENT AND EAST TO THE BLOUNT ISLAND WEST CHANNEL OF THE ST. JOHNS RIVER, LOCATED IN UNSURVEYED SECTION 25, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE FOR A POINT OF REFERENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 28 EAST, SAID DUVAL COUNTY AND PROCEED SOUTH 82°11'04" WEST, 7,165.63 FEET; THENCE NORTH 70°12'15" WEST, 693.10 FEET TO A POINT LYING ON THE NORTHWESTERLY BULKHEAD LINE OF BLOUNT ISLAND AS RECORDED IN ESTABLISHED BULKHEAD LINES, PLAT BOOK 1, PAGE 32 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 76°32'22" WEST, 16.09 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE CONCRETE ACCESS RAMP TO BERTH 22 AND THE MEAN HIGH WATER LINE (MEAN HIGH WATER LINE HAVING AN ELEVATION OF 1.19 FEET NAVD88 DATUM (AS DESCRIBED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, FOR INTERPOLATION POINT No. 6023) AND THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING CONTINUE ALONG SAID SOUTHERLY LINE OF THE EXISTING CONCRETE DECK OF BERTH 22, NORTH 72°46'02" WEST, 239.47 FEET; THENCE DEPARTING SAID SOUTH LINE OF THE EXISTING CONCRETE DECK OF BERTH 22, SOUTH 17°10'38" WEST, 143.37 FEET; THENCE NORTH 72°49'22" WEST, 107.62 FEET; THENCE NORTH 17°10'36" EAST A DISTANCE OF 8.85 FEET; THENCE NORTH 03°19'24" WEST, 307.49 FEET; THENCE NORTH 17°10'36" EAST, 775.49 FEET AND PARALLEL TO THE EASTERLY LINE OF THE FEDERAL CHANNEL OF SAID ST. JOHNS RIVER, ALSO BEING THE BLOUNT ISLAND (WEST) CHANNEL OF SAID ST. JOHNS RIVER; THENCE NORTH 87°46'37" EAST, 213.58 FEET; THENCE SOUTH 72°49'21" EAST, 21.56 FEET; THENCE SOUTH 17°10'36" WEST, 399.57 FEET AND TO A POINT AT THE INTERSECTION WITH THE NORTHERLY LINE OF THE EXISTING CONCRETE DECK OF SAID BERTH 22; THENCE CONTINUE ALONG NORTHERLY LINE OF THE EXISTING CONCRETE DECK OF SAID BERTH 22, SOUTH 72°48'23" EAST, 263.12 FEET TO A POINT ON THE INTERSECTION OF THE MEAN HIGH WATER LINE (MEAN HIGH WATER LINE HAVING AN ELEVATION OF 1.20 FEET, NAVD88 DATUM, AS DESCRIBED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, FOR TIDE INTERPOLATION POINT No. 6023); THENCE ALONG SAID AFOREMENTIONED MEAN HIGH WATER LINE THE FOLLOWING COURSES; SOUTH 28°30'14" WEST, 41.03 FEET; THENCE SOUTH 06°41'36" WEST, 50.35 FEET; THENCE SOUTH 21°10'02" WEST, 75.23 FEET; THENCE SOUTH 19°49'54" WEST, 75.12 FEET; THENCE SOUTH 21°28'36" WEST, 225.90 FEET; THENCE SOUTH 10°26'14" WEST, 24.90 FEET; THENCE SOUTH 17°27'56" EAST, 13.20 FEET; THENCE SOUTH 29°35'44" EAST, 5.41 FEET; THENCE SOUTH 64°27'05" EAST, 32.74 FEET; THENCE SOUTH 28°24'32" EAST, 16.13 FEET; THENCE SOUTH 11°01'56" WEST, 11.21 FEET; THENCE SOUTH 58°15'58" WEST, 17.18 FEET; THENCE NORTH 83°17'16" WEST, 36.96 FEET; THENCE SOUTH 58°05'00" WEST, 25.51 FEET; THENCE SOUTH 20°53'25" WEST, 30.06 FEET TO THE INTERSECTION ON THE AFOREMENTIONED SOUTHERLY LINE OF THE EXISTING CONCRETE DECK OF BERTH 22 AND THE POINT OF BEGINNING. THE LANDS THUS DESCRIBED CONTAIN 8.79 ACRES (382,757.33 SQUARE FEET), MORE OF LESS.

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 1 & 2.

FDEP
BSM Reviewed
By: SEW
Date: 8/12/24

FOR: JACKSONVILLE PORT AUTHORITY
BERTH 22 - SOVEREIGN SUBMERGED LANDS LEASE

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8377
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	4-20-22 8-12-24 REVISED	JPA BERTH 22 SSLL_SLLE	21-086 SSLL

SHEET 3 of 3

VOL 1956 PAGE 476
OFFICIAL RECORDS

D E E D

STATE OF FLORIDA)
COUNTY OF DUVAL)

WHEREAS, by virtue of the terms and provisions of Chapter 57-502, Laws of Florida 1957, Duval County, a political subdivision of the State of Florida, has acquired from the Trustees of the Internal Improvement Fund of the State of Florida the property hereinafter described, by deed which is of record and recorded in the office of the Clerk of the Circuit Court of Duval County, in Volume 502, page 400 of the Official Records of said County; and,

WHEREAS, since the acquisition of said lands referred to, by Duval County, the Legislature of the State of Florida, at its regular session in 1963, enacted into law Senate Bill No. 1090 creating "THE JACKSONVILLE PORT AUTHORITY", a body politic and corporate, under said law; that under and by virtue of the provisions and requirements of said Act, Duval County is required to transfer, by appropriate deed of conveyance, the lands owned by it and known as "Blount Island"; and,

WHEREAS, all things have been done and performed by The Jacksonville Port Authority to entitle said Authority to a conveyance from the Board of County Commissioners of Duval County of the lands hereinafter described, as provided by said Senate Bill No. 1090, Laws of Florida, Acts of the Legislature 1963, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that Duval County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, as Grantor, in consideration of the premises and pursuant to the aforesaid law, does hereby transfer, grant, convey and quitclaim unto The Jacksonville Port Authority, Grantee, all the right, title, estate and interest of Duval County, Grantor herein, in and to the following described lands, situate, lying and being in the County of Duval, State of Florida, viz:

VOL 1956 PAGE 477
OFFICIAL RECORDS

All those certain lands comprising islands, swamp and submerged lands, lying and being in the St. Johns River in Duval County, Florida, commonly known and described as Quarantine Island, Radcliffe Island, Alligator Island, Vicks Island, Long Island and LeBaron Island, including part of Coon Point, together with all lands and swamp lands and bottoms, lying Northerly of the right-of-way of "Cut 42" of the Fulton-Dames Point Cutoff, and bounded on the East, North and West by the Channel of St. Johns River, and being in Township 1 South, Range 27 East, and in Township 1 South, Range 28 East, excepting therefrom that part of said land conveyed by the Trustees of the Internal Improvement Fund as a right-of-way of "Cut 42" of the Fulton-Dames Point Cutoff, Jacksonville Harbor Project of the Corps of Engineers, U. S. Army, more particularly described as follows:

For point of reference, commence at the corner common to Sections 19, 20, 29 and 30, as said sections appear on plat of extension survey in Township 1 South, Range 28 East, of the Tallahassee Meridian, Florida, prepared from survey by the U. S. Bureau of Land Management dated October 5, 1949, copy of said township plat together with field notes being on file in the office of the Department of Agriculture, State of Florida, Tallahassee, Florida.

From the point of reference thus described, run South 0°09' East along the line dividing the aforesaid Sections 29 and 30, 1471.2 feet to a concrete monument set in the Northwesterly right of way line of Fulton-Dames Point Cut-Off, as said right of way line is now established by the U.S.Engineer Office and described in deed recorded in Deed Book 1441, Page 586 of the public records of Duval County, Florida for point of beginning. From the point of beginning thus described, run North 79° 14' East along the aforesaid right of way line, 4,403.5 feet, to a permanent reference monument; continue thence North 79° 14' East along said right of way line 30 feet, more or less, to where said right of way line intersects the waters of the St. Johns River; run thence up said river first in a Northwesterly; thence in a Westerly and finally in a Southwesterly direction a distance of 21,450 feet, more or less, to where said waters are again intersected by the aforementioned Fulton-Dames Point Cut-Off right of way line, said intersection point bearing South 79° 14' West from the point of beginning; run thence North 79° 14' East, along said right of way line, a distance of 20 feet, more or less, to a concrete monument; continue thence North 79° 14' East along said right of way line 8,904.5 feet to the point of beginning, the land thus described and enclosed containing 1530 acres, more or less.

All bearings used in the foregoing description refer to the grid lines of the Florida State Coordinate System and not to true North.

This deed is given subject to any applicable covenants recited in deed to the County recorded in Volume 502, page 400 of the Official Records of Duval County, Florida.

- 2 -

Attachment B
Page 12 of 13 Pages
Sovereignty Submerged Lands Lease No. 160529609

VOL 1956 PAGE 478
OFFICIAL RECORDS

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever, in fee simple.

IN WITNESS WHEREOF Duval County, the Grantor herein, has caused these presents to be executed, in its name by the Board of County Commissioners, acting by its Chairman and attested by the Clerk of the Circuit Court of Duval County, Florida, under the official seal of said Board, this, the 12th day of August, A. D. 1963.

DUVAL COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners

By [signature]
Chairman

ATTEST:
[signature]
Clerk of the Circuit Court
of Duval County, Florida/

(This deed is executed in accordance with the provisions of Chapter 125.41, Laws of Florida)

PRESENTED AT MEETING
AUG 12 1963
BOARD OF COUNTY COMMISSIONERS
DUVAL COUNTY, FLORIDA

63- 49083
AUG 13 3 36 PM '63
FILED AND RECORDED IN PUBLIC RECORDS OF DUVAL COUNTY, FLA.
[signature]
CLERK OF CIRCUIT COURT

- 3 -

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

AC2025-06-01		06/12/2025
Reference No.	File	Date

SUBJECT: Marine Engineering Consulting and Design Services
JPA Contract No.: AE-178B
Taylor Engineering, Inc.

COST: N/A ☒ **BUDGETED** ☐ **NON-BUDGETED**

BACKGROUND:

On Tuesday, January 16, 2025, in accordance with requirements of the Consultants' Competitive Negotiations Act (CCNA), Procurement Services solicited Request for Qualifications (RFQ) AE-178B, Marine Engineering Consulting and Design Services to augment and assist the Engineering and Construction Department staff in performing a wide range of architectural and engineering services in support of JAXPORT's Capital Work Program. The scope of work to be performed, while not all inclusive, includes professional architecture, surveying, Marine Engineering Consulting and Design Services and other related services as described herein required to support the Senior Director of Engineering and Construction and other JAXPORT staff in the planning, design, construction, rehabilitation, and renovation activities pertaining to the following marine terminal facilities or structures: wharfs, docks, berths, bulkheads, dock-piles, dredge material management areas, dock-rails and other similar facilities or structures located at JAXPORT's marine terminals**.**

On Monday, March 3, 2025, Procurement Services received four (4) Statement of Qualification (SOQ) packages from: Jacobs Engineering Group, Lloyd Engineering, Stantec Consulting Services and Taylor Engineering.

The Statement of Qualifications were evaluated by the Evaluation Committee and ranked in this order: 1) Jacobs Engineering Group, Inc., and Taylor Engineering (tie), 2) Stantec Consulting Services., and 3) Lloyd Engineering. The Evaluation Committee consisted of: James Tripper Jones, Senior Director, Engineering & Construction, Brandon Braziel, Project Manager, Engineering & Construction Brandon Norman, Manager, Financial Analysis & Billing, Finance, Jose Vazquez, Director, Project Management (Subject Matter Advisor) As part of the evaluation process the Evaluation Committee recommended the top ranked tied firms participate in oral presentations. The oral presentations were held May 9, 2025. After the presentations the Evaluation Committee presented their scores and ranked the proposers as follows:

1. Taylor Engineering, Inc.
2. Jacobs Engineering Group, Inc.

In accordance with JAXPORT's Procurement Code and CCNA rules and regulations, the Negotiation Team conducted successful negotiations. The negotiated rates include direct personnel wages, overhead/profit, and related professional fees. The negotiated hourly rates will be firm for the initial period of the contract with subsequent renewals to be negotiated and awarded based on performance and adherence to all terms and conditions of the contract. The term of the Agreement is for the initial base period of three (3) years; provided however, that upon mutual agreement of both parties the contract may be renewed on a year-to-year basis for two (2) additional one (1) year option periods.

At the conclusion of negotiations, it is the consensus of the Engineering and Construction Department to recommend award of a contract to Taylor Engineering, Inc.

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to Taylor Engineering, Inc., for the provision of Marine Engineering Consulting and Design Services, based upon agreed negotiated rates between the Jacksonville Port Authority and Taylor Engineering, Inc.

AC-2025-06-01

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: Evaluation Matrix, Oral Presentation Evaluation Matrix, Taylor Engineering, Inc. negotiated rates

ORIGINATED BY:

James Jones
James Jones (Jun 13, 2025 11:24 EDT)
James Jones, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Christopher Good
Christopher Good (Jun 13, 2025 12:12 EDT)
Christopher Good, Director, Procurement Services

AWARDS COMMITTEE ACTION

Approved

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Raynesha Jones
Raynesha Jones (Jun 13, 2025 12:02 EDT)
Raynesha Jones, Secretary to Awards Committee

Robert Peek
Robert Peek (Jun 13, 2025 17:14 EDT)
Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

Approved

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Jun 13, 2025 19:02 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**

COMBINED EVALUATION MATRIX

Project No.: Request for Qualifications Contract No. AE-178B
Project Title: MARINE ENGINEERING CONSULTING & DESIGN SERVICES

EVALUATORS	A. PERSONNEL QUALIFICATIONS AND EXPERIENCE (Max. 50 Points)	B. RECENT, CURRENT AND PROJECTED WORK LOAD (Max. 20 Points)	C. ABILITY TO OBSERVE AND ADVISE WHETHER PLANS AND SPECIFICATIONS ARE BEING COMPLIED WITH, WHERE APPLICABLE (Max. 10 Points)	D. PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS AND PAST RECORD OF PERFORMANCE FOR USING AGENCIES (Max. 25 Points)	E. REGULATORY KNOWLEDGE AND PERMITTING (Max. 20 Points)	F. PROXIMITY TO THE PROJECT (Max. 15 Points)	G. PAST & PRESENT DEMONSTRATED COMMITMENT TO SEB, DISADVANTAGED, SMALL, MINORITY, AND WOMEN-OWNED BUSINESSES AND CONTRIBUTIONS TOWARDS A DIVERSE MARKET PLACE (Max. 10 Points)	H. AN OVERALL WILLINGNESS TO MEET BOTH TIME AND BUDGET REQUIREMENTS FOR THE PROJECT (Max. 15 Points)	I. VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES (Max. 5 Points)	Total Score (MAX. 170 POINTS)	Average Combined Scores	RANK
JACOBS ENGINEERING GROUP, INC.												
EVALUATOR #1 - JJ	50	20	9	20	19	9	10	15	1	153		
EVALUATOR #2 - BB	40	11	5	20	17	10	8	13	3	127	147	1 (TIE)
EVALUATOR #3 - BN	50	19	10	24	19	14	10	15	1	162		
LLOYD ENGINEERING, INC.												
EVALUATOR #1 - JJ	28	7	7	10	9	0	5	5	5	76		
EVALUATOR #2 - BB	20	5	2	15	10	0	5	7	5	69	89	3
EVALUATOR #3 - BN	40	14	7	18	15	10	6	10	3	123		
STANTEC CONSULTING SERVICES, INC.												
EVALUATOR #1 - JJ	39	16	9	15	14	5	7	10	2	117		
EVALUATOR #2 - BB	40	13	5	18	17	10	7	7	3	120	125	2
EVALUATOR #3 - BN	45	15	8	20	16	12	7	12	2	137		
TAYLOR ENGINEERING												
EVALUATOR #1 - JJ	45	20	10	25	20	15	8	10	1	154		
EVALUATOR #2 - BB	45	10	5	22	19	15	8	7	3	134	147	1 (TIE)
EVALUATOR #3 - BN	48	18	9	22	18	15	9	14	1	154		

EVALUATOR #1: *James "Tripper" Jones, Senior Director, Engineering & Construction* James Jones
James Jones (May 16, 2025 08:44 EDT)

EVALUATOR #2: *Brandon Braziel, Project Manager, Engineering & Construction* Brandon Braziel

EVALUATOR #3: *Brandon Norman, Manager, Financial Analysis & Billing, Finance* Brandon Norman

PROCUREMENT: *Chris Good, Director, Procurement Services* Christopher Good

AE-178B_MARINE ENGINEERING CONSULTING & DESIGN SERVICES
Oral Presentation Combined Matrix
May 9, 2025

PROPOSER'S	EVALUATORS			SCORES	
	JAMES "TRIPPER" JONES	BRANDON BRAZIEL	BRANDON NORMAN	AVERAGE COMBINED SCORE	FINAL ORDINAL RANKING
Jacobs Engineering Group, Inc.	87	76	92	85	2
Taylor Engineering, Inc	97	85	97	93	1

Evaluator No. 1: James "Tripper" Jones James Jones
Evaluator No. 2: Brandon Braziel Brandon Braziel
Evaluator No. 3: Brandon Norman Brandon Norman
Procurement: Christopher Good, Director Chris Good

MARINE ENGINEERING CONSULTING AND DESIGN SERVICES
FOR THE
JACKSONVILLE PORT AUTHORITY
CONTRACT NO. AE-178B

Job Categories	Resource	Proposed Rate
Principal / Officer	James Marino/Jonathan Armbruster	$320.00
Senior Marine Specialist	Keith Knight	$270.00
Senior Environmental Specialist	Christopher Ellis	$240.00
Project Environmental Specialist	Noah Adams	$200.00
Staff Environmental Specialist	Kierstin Masse	$125.00
Project Manager	Jake Sydnor	$195.00
Sr. Engineer/ Architect	William Miller	$240.00
Project Engineer / Project Architect	Jonathan Brumfield	$195.00
Design Engineer or Architect	Emilee Wissmach/Chris Cassano	$125.00
Senior Designer	J. Anton Flewelling	$200.00
Designer or Technician	Austin Cannon	$120.00
Drafter or CADD Operator	Peter Jansen	$110.00
Clerical / Secretary	Sandy McLaren	$80.00

Notes:
1. Proposed rates are effective for three years from the date of the contract. Rates are subject to escalation upon each one-year renewal authorized by the Authority.
2. Proposed rates include overhead, facilities capital cost of money, routine direct expenses, and profit. Routine direct expenses include local transportation, computer-based data processing analysis, reproductions of drawings and specificiations for review purposes, postage, local communications, and the like.
3. Resources assigned to each job classifiction are examples only. Other qualified resources may be used on task orders, if required. Some resources may be assigned to other categories because of specific requirements on the task order, availability of staff, or promotions.
4. Other Job Categories may be negotiated on a task-order basis, if required.
5. Subconsultants will be billed at cost plus 5% markup.

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

AC2025-06-02		06/12/2025
Reference No.	File	Date

SUBJECT: Civil and Structural Engineering Consulting and Design Services
JPA Contract No.: AE-178C
RS&H, Inc.

COST: N/A ☒ **BUDGETED** ☐ **NON-BUDGETED**

BACKGROUND:

On Tuesday, January 16, 2025, in accordance with requirements of the Consultants' Competitive Negotiations Act (CCNA), Procurement Services solicited Request for Qualifications (RFQ) AE-178C, Civil and Structural Engineering Consulting and Design Services to augment and assist its Engineering and Construction Department staff in performing a wide range of architectural and engineering services in support of JAXPORT's Capital Work Program. JAXPORT will use an external Consultant Firm to augment and support JAXPORT's engineering and construction staff, on an as needed basis. Examples of the work to be performed, while not all inclusive, include professional architecture, surveying, civil engineering design services and other related services as described herein required to support the Senior Director of Engineering and Construction and other JAXPORT staff in the construction, rehabilitation, and renovation activities pertaining to the following marine terminal facilities and structures: buildings, roads, bridges, paving, (including container grade pavement surfaces), asphalt, rail, drainage, sewer, environmental, geotechnical, planning, surveying services and other similar activities for facilities or structures located at the JPA's marine terminals.

On Monday, March 3, 2025, Procurement Services received five (5) Statement of Qualification (SOQ) packages from: Baker Design Build, Jacobs Engineering Group, North Florida Professional Services, RS&H and Stantec Consulting Services.

The Statement of Qualifications were evaluated by the Evaluation Committee and ranked in this order: 1) RS&H, Inc, 2) Jacobs Engineering Group, Inc., 3) North Florida professional Services, Inc, 4) Stantec Consulting Services Inc., and 5) Baker Consulting & Engineering, LLC. The Evaluation Committee consisted of: James Tripper Jones, Senior Director, Engineering & Construction, Brandon Braziel, Project Manager, Engineering & Construction, Brandon Norman, Manager, Financial Analysis & Billing Finance, Jose Vazquez, Director, Project Management (Subject Matter Advisor). As part of the evaluation process the Evaluation Committee recommended the top ranked tied firms participate in oral presentations. The oral presentations were held May 9, 2025. After the presentations the Evaluation Committee presented their scores and ranked the proposers as follows:

1. RS&H, Inc.
2. Jacobs Engineering Group, Inc.

In accordance with JAXPORT's Procurement Code and CCNA rules and regulations, the Negotiation Team conducted successful negotiations. The negotiated rates include direct personnel wages, overhead/profit, and related professional fees. The negotiated hourly rates will be firm for the initial period of the contract with subsequent renewals to be negotiated and awarded based on performance and adherence to all terms and conditions of the contract. The term of the Agreement is for the initial base period of three (3) years; provided however, that upon mutual agreement of both parties the contract may be renewed on a year-to-year basis for two (2) additional one (1) year option periods.

At the conclusion of negotiations, it is the consensus of the Engineering and Construction Department to recommend award of a contract to RS&H, Inc.

RECOMMENDATION:

Management recommends that the Board of Directors approve the issuance of a contract to RS&H, Inc., for the provision of Civil and Structural Engineering Consulting and Design Services, based upon agreed negotiated rates between the Jacksonville Port Authority and RS&H, Inc.

AC-2025-06-02

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: Evaluation Matrix, Oral Presentation Evaluation Matrix, RS&H, Inc. negotiated rates

ORIGINATED BY:

James Jones
James Jones (Jun 17, 2025 08:41 EDT)
James Jones, Sr. Director, Engineering & Construction

SUBMITTED FOR APPROVAL

Christopher Good
Christopher Good (Jun 17, 2025 08:51 EDT)
Christopher Good, Director, Procurement Services

AWARDS COMMITTEE ACTION

Approved

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Raynesha Jones
Raynesha Jones (Jun 17, 2025 10:02 EDT)
Raynesha Jones, Secretary to Awards Committee

Robert Peek
Robert Peek (Jun 17, 2025 12:01 EDT)
Robert Peek, Chair to Awards Committee

CHIEF EXECUTIVE OFFICER ACTION

Approved

APPROVED/REJECTED/DEFERRED

CONDITIONS OF APPROVAL (IF ANY):

Eric B. Green
Eric B. Green (Jun 17, 2025 15:51 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**

RFQ_AE-178C
COMBINED EVALUATION MATRIX

Project Title: CIVIL & STRUCTURAL ENGINEERING CONSULTING & DESIGN SERVICES
Project No.: Request for Qualifications Contract No. AE-178C

EVALUATORS	A. PERSONNEL QUALIFICATIONS AND EXPERIENCE (Max. 50 Points)	B. RECENT, CURRENT AND PROJECTED WORK LOAD (Max. 20 Points)	C. ABILITY TO OBSERVE AND ADVISE WHETHER PLANS AND SPECIFICATIONS ARE BEING COMPLIED WITH, WHERE APPLICABLE (Max. 10 Points)	D. PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS AND PAST RECORD OF PERFORMANCE FOR USING AGENCIES (Max. 25 Points)	E. REGULATORY KNOWLEDGE AND PERMITTING (Max. 20 Points)	F. PROXIMITY TO THE PROJECT (Max. 15 Points)	G. PAST & PRESENT DEMONSTRATED COMMITMENT TO SEB, DISADVANTAGED, SMALL, MINORITY, AND WOMEN-OWNED BUSINESSES AND CONTRIBUTIONS TOWARDS A DIVERSE MARKET (Max. 10 Points)	H. AN OVERALL WILLINGNESS TO MEET BOTH TIME AND BUDGET REQUIREMENTS FOR THE PROJECT (Max. 15 Points)	I. VOLUME OF CURRENT AND PRIOR WORK PERFORMED FOR USING AGENCIES (Max. 5 Points)	Total Score (MAX. 170 POINTS)	Average Combined Scores	RANK
BAKER CONSULTING & ENGINEERING, LLC, DBA, BAKER DESIGN BUILD												
EVALUATOR #1 - JJ	35	10	6	10	8	15	10	7	1	102	116	5
EVALUATOR #2 - BB	43	5	7	17	10	15	10	5	3	115		
EVALUATOR #3 - BN	42	15	7	19	15	12	8	11	2	131		
JACOBS ENGINEERING GROUP, INC.												
EVALUATOR #1 - JJ	45	18	10	25	20	10	8	15	1	152	146	2
EVALUATOR #2 - BB	43	10	5	20	17	11	8	13	3	130		
EVALUATOR #3 - BN	48	18	9	24	19	15	8	14	1	156		
NORTH FLORIDA PROFESSIONAL SERVICES, INC. (NFPS)												
EVALUATOR #1 - JJ	45	16	8	18	15	10	7	10	4	133	135	3
EVALUATOR #2 - BB	43	8	6	17	17	14	9	7	4	125		
EVALUATOR #3 - BN	45	17	8	22	18	13	9	13	2	147		
RS&H, INC.												
EVALUATOR #1 - JJ	50	18	10	25	20	15	8	13	1	160	150	1
EVALUATOR #2 - BB	44	10	6	21	17	15	8	11	3	135		
EVALUATOR #3 - BN	48	18	9	23	19	14	9	14	1	155		
STANTEC CONSULTING SERVICES, INC.												
EVALUATOR #1 - JJ	40	20	8	18	15	5	7	10	3	126	132	4
EVALUATOR #2 - BB	40	14	5	18	17	10	7	7	3	121		
EVALUATOR #3 - BN	46	17	9	22	18	13	9	13	1	148		

James Jones
James Jones (May 15, 2025 15:28 EDT)

EVALUATOR #1: *James "Tripper" Jones, Senior Director, Engineering & Construction*

Brandon Braziel
Brandon Braziel (May 15, 2025 15:52 EDT)

EVALUATOR #2: *Brandon Braziel, Project Manager, Engineering & Construction*

Brandon Norman

EVALUATOR #3: *Brandon Norman, Manager, Financial Analysis & Billing, Finance*

Christopher Good

PROCUREMENT: *Chris Good, Director, Procurement Services*

AE-178C CIVIL & STRUCTURAL ENGINEERING CONSULTING & DESIGN SERVICES
Oral Presentation Combined Matrix
May 9, 2025

PROPOSER'S	EVALUATORS			SCORES	
	JAMES "TRIPPER" JONES	BRANDON BRAZIEL	BRANDON NORMAN	AVERAGE COMBINED SCORE	FINAL ORDINAL RANKING
Jacobs Engineering Group, Inc.	80	62	82	**75**	2
RS&H	84	64	84	**77**	1

Evaluator No. 1: James "Tripper" Jones James Jones

Evaluator No. 2: Brandon Braziel Brandon Braziel

Evaluator No. 3: Brandon Norman Brandon Norman

Procurement: Christopher Good, Director Christopher Good

CIVIL & STRUCTURAL ENGINEERING CONSULTING AND DESIGN SERVICES FOR THE JACKSONVILLE PORT AUTHORITY CONTRACT NO. AE-178C

Classification	RS&H Associate	Rate
Project Principal	CJ Youmans	$ 295.00
Project Manager - Director	Vanessa Vitale	$ 225.00
	XXXXXX	$
QA/QC Engineer	John Rice	$ 265.00
	Justin Cole	$ 265.00
Senior Engineer	Stephen Park	$ 221.00
	Scott Kroper	$ 221.00
	Patrick Mull	$ 221.00
Senior Architect	Lee Poechmann	$ 178.00
Senior Environmental Specialist	Rob McMullen	$ 175.00
Project Engineer	Luke Senko	$ 160.00
	Christian Bogdel	$ 160.00
	Angelique Castro	$ 160.00
Design Engineer	Nicolas Lopez	$ 130.00
	Melissa Molina	$ 130.00
	Matthew Beatty	$ 130.00
	Lejla Ibrahimovic	$ 130.00
Design Architect	Alexis Halcomb	$ 118.20
Designer or Technician	Cy'an Tebo	$ 112.78
Drafter or CADD Operator	Alysha Medina	$ 91.43
	Heather Hughes	$ 91.43
Clerical / Secretary	Fran Reid	$ 88.75

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. ($)	Approved Change Orders To Date	Total Contract as Amended w/TSPO Decuctions	Payments to Date	Work Remaining To Invoice (w/Retainage)	Proposed Change Orders (PCO's)	Remarks
1 T2021-06	C-1780	TMT Berth 5 Pile Jacket Repairs	Michaels Construction Inc.	TMT Berth 5 Pile Jacket Repairs	$1,319,732	$117,599 Last CO #02 06/03/25	$1,437,331	$335,826	$1,101,505	$0	Michels Corp. has continued pile jacket repairs works at TMT Berth 5 (around vessel schedule), with 70% completion. Michels Corp has been addressing findings from Jacobs inspection report (AE-1780).
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	$143,950	$68,083 Last CO #02 05/24/23	$212,033	$173,571	$38,462	$0	JACOBS performed their 1st inspection and has provided inspection report of piles already repaired. Waiting for more piles to be repaired for next inspection.
	AE-1780A		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 6	$146,954	$0	$146,954	$46,468	$100,486	$0	JACOBS performed 3rd and final inspection and has provided the inspection report for all piles cleaned and will start working with repairs design.
2 B2020-01	AE-1772	Container Terminal Upgrades - SSA	AECOM Technical Services	Program Management & Inspection Svcs for C-1772 SSA Container Yard Improvements	$3,215,597	$250,070 Last CO #01 05/10/22	$3,465,667	$3,009,391	$456,276	$0	AECOM has continued providing program management services, including field inspection, and managing the contractors work and progress.
	C-1772A		CW Matthews Contracting	SSA Jacksonville Container Terminal Phase 8	$16,246,000	$77,331 Last CO #02 2/03/25	$15,052,740	$13,263,154	$1,789,586		CW Mathews (Baker) is currently working on final stages of Phase 8B South (pavement, striping, bollards, storm structures collars, etc.), with expected Substantial Completion in June 2025.
	C-1772		Superior Construction Company Southeast, LLC	SSA JCT Container Yard Improvements	$48,876,120	$6,258,526 Last CO #22 4/18/25	$49,107,874	$47,417,420	$1,690,455	$0	Project Closeout and TSPO Reconcilliation, preparations to release retainage with final AFP
3 B2022-11	AE-1830	Auto Processing Facility Development - SET	JE Dunn Construction	Terminal Development for SET - CM at Risk	$700,000	$135,662,881 Last CO #20 04/08/25	$131,440,989	$96,043,151	$35,397,838	$0 (SET)	Construction: Startup for Permanent Power at the Accessories Building. Continue interior branch panel wire pulls. Continue Hanging and finishing drywall. Carwash: Continuing framing and shoring roof decking. Body Shop: began applying Ashford formula. Pond Modification: dead men being set for sheet pile wall. Site work: Prep subsurface for asphalt paving. Continue installation of elevators site wide. Fuel Island: Conduit rough in for fuel piping and electrical. Underground site electrical continuing. Future: HVAC startup and equipment test at accessories building.
4 C2024-01	AE-1915	Purchase of (2) - (3) New Cranes	Taylor Engineering, Inc.	Engineering and Support Services for the purchase of new STS container cranes.	$112,501	$1,075,006 Last CO #03 11/25/24	$1,187,506	$561,324	$626,183	$0	Taylor Engineering has been providing Technical support to JAXPORT's Equipment and E&C teams, for the purchase of new STS cranes.
	EQ-1915		Liebherr USA Co.	Purchase of (3) STS Diesel-Electric Container Handling Cranes, (2)BIMT-(1)TMT	$30,525,548	$18,314,327	$48,839,875	$40,172,982	$8,666,893		Liebherr has been awarded as the vendor to provide three new STS cranes. BIMT 2 cranes: delivered 6/12/2025; Unloading Crane Parts from vessel. Assembly to begin; Commissioning December 2025; TMT 1 crane: delivery November 2025, Commissioning July 2026.

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. ($)	Approved Change Orders To Date	Total Contract as Amended w/TSPO Decuctions	Payments to Date	Work Remaining To Invoice (w/Retainage)	Proposed Change Orders (PCO's)	Remarks
5 B2025-15	MC-2018	Roof over for Whse #1 at Blount Island	Tecta America	Re-Roof of Warehouse #1 (B-35) at the Blount Island Marine Terminal	$1,779,550	$762,919 Last CO # 1 and CO # 2 4/28/2025	$2,542,469	$1,370,729	$1,171,739	$0	Tecta America has continued roof repairs including works approved in CO # 1 and CO # 2.
6 B2021-06	MC-1770E	New Roof on GITMO Building	Tecta America	Roof Replacement of Transient Shed #3, B-19(GITMO) at the Blount Island Marine Terminal	$1,298,750	$0	$1,298,750	$266,742	$1,032,008	$0	Tecta America is continuing with the roofing system installaiton, and has ordered material for change order work. Tecta, JPA, and Enstructure are working to coordinate change order work.
7 B2024-01	AE-1935A	Design-Build Fire station 48	Auld & White Constructors, LLC	The Design-Build Services for the Construction of the New JFRD Fire station 48 at Blount Island Marine Terminal	$8,403,400	$0	$8,403,400	$251,647	$8,151,753	$0	Auld & White has continued design and permitting tasks. Environmental permit from SJRWMD has been received. Construction foreccasted to begin in July 2025.
	AE-1935B		VIA Consulting Services, Inc.	Construction and Engineering Inspection Services for the New JFRD Fire Station 48 at the Blount Island Marine Terminal.	$537,878	$0	$537,878	$15,556	$522,322	$0	VIA providing services during design for JFRD Fire station 48.
8 B2022-10	AE-1814	Design, Bid Support, and Services During Construction for Berth 20 Expansion(Berth 21)	Taylor Engineering, Inc.	Construction and Engineering Inspection Services Berth 21 Construction	$3,182,981	$0	$3,182,981	$1,551,677	$1,631,304	$0	Taylor Engineering has continued providing Services During Construction and oversight of the Berth 21 Project.
	C-1814	Berth 20 Expansion(Berth 21)-Construction	Rush Marine, LLC.	Dredging and Construction of Berth 21 at the Blount Island Marine Terminal	$51,220,051	$395,435	$41,091,603	$9,959,245	$31,132,357	$0	Rush Marine has continued working on the Test Piles program. Purchase of materials (piles, deck) has also started.
9 D2025-01	C-2017C	Cruise Terminal New Gangway	ACON Construction, Co., Inc.	Construction of new steel structure gangway for the NCL Gem cruise ship at the DPMT Cruise Terminal	$698,495	$0	$698,495	$0	$698,495	$0	Permit Received from COJ and ACON is mobilzing to the site 6/16/2025 to begin work.

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. ($)	Approved Change Orders To Date	Total Contract as Amended w/TSPO Decuctions	Payments to Date	Work Remaining To Invoice (w/Retainage)	Proposed Change Orders (PCO's)	Remarks
10 B2022-13	EQ-2006	Hanjung Crane #8810 Upgrades FY22	Reading Crane & Engineering Co.	BIMT Hanjung Crane 8810 Refurbishment and IHI Crane Dismantle and Removal.	$3,372,736	$0	$3,372,736	$0	$3,372,736	$0	Contractor Mobilized to site; site preparation; crane preparation. Crane rolled back to refurbishment area.
				Grand Totals	$172,657,425		$312,896,464	$214,717,555	$98,178,909	$0	

Financial Highlights: May / Fiscal Year ’25

REVENUES

May Operating Revenue totaled $6.52 million, exceeding budget by approximately $484 thousand. Our two largest business segments, Containers and Autos, were ahead for the month, exceeding budget by $173 thousand and $48 thousand respectively. We will watch these segments closely in coming months to assess how much of the strength we are seeing is acceleration of cargoes ahead of tariffs versus fundamental strength in the operation. Regardless, the strength we’ve seen for the year has built a cushion of outperformance versus full-year-to-date expectations and serves to protect full-year projections. Break-Bulk revenue built upon its recent strength, coming in $246 thousand ahead of plan. Other Operating Revenue performed well due to continued utilization of our docks by an LNG bunkering vessel for testing. Despite one scheduled sailing being booked in the prior month, the Cruise operation still largely met expectations, with strong summer break sailings forecast in the months ahead.

EXPENSES

Operating Expenses for May were $4.04 million, which is a favorable variance of $527 thousand to plan. All categories were reasonably in-line with or below budget for the month. Savings in Services and Supplies are related to a planned grant consultant project being shifted to the next fiscal year. Berth Maintenance Dredging was within budget for the month as the operator paused to complete repairs to their equipment. Volumes may pick back up in coming months however we are now at the discount threshold through the end of the fiscal year. Despite the overages seen year-to-date on Berth Maintenance Dredge expenses, we expect to remain within the council authorized annual expense budget for the fiscal year all-in. In addition, we continue to work with FEMA on recoveries related to post-storm dredge events and expect positive movement on this during the fiscal year.

BOTTOM LINE

Income Before Depreciation for April was $2.37 million, representing a $1.30 million positive variance for the month and a cumulative $5.04 million favorable variance year-to-date.

BALANCE SHEET

We continue to report a strong and stable financial position. Cash and Cash Equivalents ended the month at $25.90 million, a slight reduction from April, but still trending in the right direction. Due to strong revenues, billings are up, and as such, Accounts Receivable is slightly elevated. Accounts Receivable remains healthy however, with less than 1% of outstanding receivables aged beyond 45 days, consistent with strong operational performance and timely collections.

Capital Assets have moved over $1 billion as major projects continue forward including the powerlines, Blount Island Auto development, and continued progress on new cranes.

CONCERNS

We continue to monitor the potential impacts of evolving global trade dynamics and any federal tariff adjustments that may influence customer behavior, cargo flows, or the cost of our projects.

VITAL STATISTICS

MAY FY25 - Cargo Performance

CARGO INDICATORS

				VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	139	130	143	7%	-3%	1,070	1,040	1,041	3%	3%
Total Tons	1,010,149	851,093	1,062,429	19%	-5%	**6,854,723**	**6,808,746**	**6,903,489**	1%	-1%
Total Revenue	$6,517,505	$6,033,283	$6,523,718	8%	0%	$50,133,845	$46,913,712	$46,378,885	7%	8%

OPERATING REVENUE / STATISTICS

				VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	$2,919,407	$2,746,198	$2,871,867	6%	2%	$22,599,924	$21,969,584	$20,932,266	3%	8%
Container TEU's	**122,727**	**111,157**	**127,788**	10%	-4%	**950,326**	**889,255**	**893,798**	7%	6%
Auto Revenue	$1,337,990	$1,289,746	$1,557,358	4%	-14%	$9,906,191	$10,317,968	$10,275,009	-4%	-4%
Auto Units	**31,511**	**44,793**	**52,838**	-30%	-40%	**333,039**	**358,341**	**339,246**	-7%	-2%
Military Revenue	$32,628	$140,730	$94,933	-77%	-66%	$1,776,583	$1,125,840	$1,047,953	58%	70%
Breakbulk Revenue	$632,914	$387,238	$446,258	63%	42%	$4,102,616	$3,097,904	$3,280,880	32%	25%
Breakbulk Tons	**104,064**	**64,067**	**76,492**	62%	36%	**679,631**	**512,537**	**552,145**	33%	23%
Liquid Bulk Revenue	$85,175	$111,860	$143,040	-24%	-40%	$911,586	$894,880	$887,552	2%	3%
Liquid Bulk Tons	**13,896**	**22,804**	**42,380**	-39%	-67%	**197,798**	**182,434**	**224,765**	8%	-12%
Dry Bulk Revenue	$313,030	$268,296	$184,175	17%	70%	$2,092,921	$2,146,368	$1,645,490	-2%	27%
Dry Bulk Tons	**212,179**	**126,677**	**183,284**	67%	16%	**677,639**	**1,013,419**	**1,003,984**	-33%	-33%
Cruise Revenue	$718,072	$721,961	$685,176	-1%	5%	$5,070,188	$4,423,136	$5,041,761	15%	1%
Cruise Passengers	**15,841**	**16,863**	**15,588**	-6%	2%	**131,563**	**125,268**	**135,238**	5%	-3%
Total Cargo Revenue	$6,039,216	$5,666,029	$5,982,806	7%	1%	$46,460,009	$43,975,680	$43,110,911	6%	8%
ICTF Rail Lifts	**2,275**	**1,500**	**1,406**	52%	62%	**14,408**	**12,000**	**11,897**	20%	21%
ICTF Revenue	$34,125	$0	$0	0%	0%	$99,225	$0	$0	0%	0%
Other Revenue	$444,164	$367,254	$540,912	21%	-18%	$3,574,611	$2,938,032	$3,267,975	22%	9%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 8 months ending 05/31/2025

	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	2,919,407	2,746,198	173,209	2,871,867	22,599,924	21,969,584	630,340	20,932,266
AUTOS	1,337,990	1,289,746	48,244	1,557,358	9,906,191	10,317,968	(411,777)	10,275,009
MILITARY	32,628	140,730	(108,102)	94,933	1,776,583	1,125,840	650,743	1,047,953
BREAK BULK	632,914	387,238	245,676	446,258	4,102,616	3,097,904	1,004,712	3,280,880
LIQUID BULK	85,175	111,860	(26,685)	143,040	911,586	894,880	16,706	887,552
DRY BULK	313,030	268,296	44,734	184,175	2,092,921	2,146,368	(53,447)	1,645,490
CRUISE	718,072	721,961	(3,889)	685,176	5,070,188	4,423,136	647,052	5,041,761
OTHER OPERATING REVENUE	478,289	367,254	111,035	540,912	3,673,836	2,938,032	735,804	3,267,975
TOTAL OPERATING REVENUES	6,517,505	6,033,283	484,222	6,523,718	50,133,845	46,913,712	3,220,133	46,378,885
OPERATING EXPENSES								
SALARIES & BENEFITS	2,110,956	2,109,323	1,633	2,014,286	16,851,243	16,719,377	131,866	15,565,830
SERVICES & SUPPLIES	484,176	648,188	(164,012)	537,976	4,550,757	5,185,504	(634,747)	3,976,174
SECURITY SERVICES	477,895	565,291	(87,396)	494,473	4,253,065	4,522,328	(269,263)	3,618,561
BUSINESS TRAVEL AND TRAINING	52,841	71,171	(18,330)	42,088	440,262	569,368	(129,106)	344,556
PROMO,ADV,DUES & MEMBERSHIPS	26,688	64,443	(37,755)	30,543	627,773	515,544	112,229	426,215
UTILITY SERVICES	90,566	88,576	1,990	64,894	673,427	708,608	(35,181)	486,291
REPAIRS & MAINTENANCE	157,505	231,611	(74,106)	194,094	1,668,075	1,852,888	(184,813)	1,718,404
CRANE MAINTENANCE PASS THRU	(108,825)	(68,750)	(40,075)	(115,240)	(809,523)	(550,000)	(259,523)	(821,318)
BERTH MAINTENANCE DREDGING	733,766	840,942	(107,176)	1,410,285	8,783,323	7,027,536	1,755,787	6,829,836
MISCELLANEOUS	14,093	16,226	(2,133)	14,122	225,539	129,808	95,731	119,168
TOTAL OPERATING EXPENSES	4,039,660	4,567,021	(527,361)	4,687,520	37,263,942	36,680,961	582,981	32,263,716
OPERATING INC BEFORE DS AND DEPR	2,477,844	1,466,262	1,011,582	1,836,198	12,869,903	10,232,751	2,637,152	14,115,170
NON OPERATING INCOME								
INVESTMENT INCOME	263,715	169,912	93,803	340,673	2,153,369	1,359,296	794,073	2,633,955
SHARED REVENUE FROM CITY	875,963	831,896	44,067	806,384	7,204,533	6,655,168	549,365	6,627,972
OPERATING GRANTS - SECURITY	-	19,792	(19,792)	-	25,709	158,336	(132,627)	20,360
OTHER NON OP INC/(EXP)	(3,853)	(428)	(3,425)	(3,659)	(3,678)	3,424	(7,102)	(9,580)
TOTAL NON OPERATING ITEMS	1,135,824	1,021,172	114,652	1,143,398	9,379,934	8,176,224	1,203,710	9,272,708
NON OPERATING EXPENSE								
DEBT SERVICE	1,244,497	1,415,408	(170,911)	1,259,552	10,125,451	11,323,264	(1,197,813)	10,144,440
CRANE RELOCATION	-	-	-	-	205	-	205	-
TOTAL NON OPERATING EXPENSE	1,244,497	1,415,408	(170,911)	1,259,552	10,125,656	11,323,264	(1,197,608)	10,144,440
INCOME BEFORE DEPRECIATION	2,369,172	1,072,026	1,297,145	1,720,045	12,124,181	7,085,711	5,038,469	13,243,438

Jacksonville Port Authority
Balance Sheet (in thousands)
At May 31, 2025

	May 31, 2025	April 30, 2025	September 30, 2024
Current Assets			
Cash & cash equivalents	25,895	26,379	23,210
Restricted cash & cash equivalents	4,111	6,188	8,737
Accounts receivable, net	9,406	8,038	6,815
Notes and other receivables	541	503	191
Grants receivable	12,199	9,049	7,309
Grants receivable - Cranes	-	-	18,757
Inventories and other assets	5,961	6,024	2,558
Total Current Assets	58,113	56,181	67,577
Noncurrent Assets			
Restricted cash & cash equivalents	16,685	16,640	17,298
Restricted Cash for Cap Projects	41,008	47,783	53,288
Deferred outflow of resources	8,635	8,666	8,879
Capital Assets, net	1,021,323	993,221	923,666
Total Noncurrent Assets	1,087,651	1,066,310	1,003,131
Total Assets	1,145,764	1,122,491	1,070,708
Current liabilities			
Accounts payable	3,663	4,702	3,876
Construction accounts payable	24,754	16,917	10,847
Accrued expenses	923	777	645
Accrued interest payable	451	2,725	2,538
Retainage payable	8,045	8,045	5,481
Bonds and Notes Payable	8,920	8,920	8,920
Total Current Liabilities	46,756	42,086	32,307
Noncurrent liabilities			
Unearned Revenue	25,499	25,499	19,713
Accrued Expenses	2,405	2,374	2,399
Line of credit	15,326	8,165	23,912
Bonds and notes payable	179,040	179,659	188,102
Other Obligations	-	-	6,122
Net Pension Liability	17,524	17,524	17,524
Deferred inflows - Pension	2,377	2,377	2,377
Total Non Current Liabilities	242,171	235,598	260,149
Total Liabilities	288,927	277,684	292,456
Net Position	856,837	844,807	778,252

COMMERCIAL HIGHLIGHTS

June 2025

COMMERCIAL HIGHLIGHTS

- TRADE POLICY UPDATE
- CARGO PERFORMANCE
- MARKETING TACTICS
- NEW BUSINESS EXAMPLES


TRADE
POLICY
JAXPORT
3

MAJOR CARGO PERFORMANCE

(FY 2025 vs. FY 2024 thru May, Actuals)

Containers

+6% (TEUs)

Diversified trade lanes

Vehicles

-2% (Units)

Tariff impacts

Breakbulk

+23% (Tons)

Opportunity meets demand

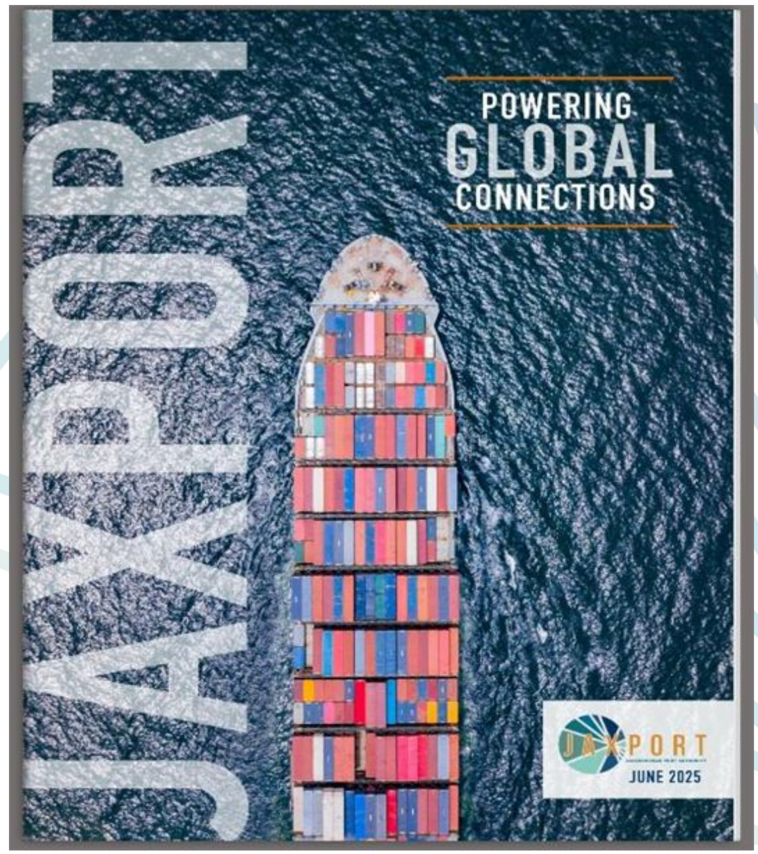
JAXPORT
JACKSONVILLE PORT AUTHORITY

RECENT KEY MARKETING TACTICS

CENTRAL AMERICA ONLINE ADS

Need reliable maritime service between the U.S. and Central America? Crowley connects you weekly with efficient, LNG-powered vessels from Honduras, Guatemala, Costa Rica, and Panama to Jacksonville, Florida.

LOGISTICS MANAGEMENT SPECIAL



5

NEW LOCAL FTZ #64 OPERATOR

FOREIGN TRADE ZONES

- FTZ may defer, reduce or eliminate Customs duties
- Application and approval process

MASSY DISTRIBUTION

- Operates a 170,000-square-foot facility near JAXPORT for retail distribution of consumer products and grocery items to the U.S. and Caribbean.
- Becomes 15th active site in FTZ #64

JAXPORT
JACKSONVILLE PORT AUTHORITY

NEW BUSINESS EXAMPLES

NEW BUSINESS	CARGO TYPE	COMMODITY	PROJECTED NEW BUSINESS
PROJECT LUMBAR	Containers	Lumber	3,000 TEUs/year
PROJECT SIGNS	Containers	Furniture	2,000+ TEUs/year
PROJECT FROST	Containers	Beverages	1,500+ TEUs/year
PROJECT ACE	Containers	Food products	600 TEUs/year


COMMERCIAL HIGHLIGHTS
June 2025
JAXPORT

Safety Report

Q2 2025

I. JAXPORT Employee Safety

a. Reportable Incidents

For CY 2025, JAXPORT has had three (3) reportable incidents. All three incidents were minor injuries to lower extremities, but none required missed days from work.

b. Training

The monthly safety series covered the following topics:

March – Personal Protective Equipment
April – Hazard Safety, Right to Know, and Reporting
May – Heat-Related Illness
June – Hazardous Weather

II. JAXPORT Terminal Safety

a. Fiscal Year-To-Date

For FY25, there have been 17 security violations. Six violations were for speeding, three each were failure to maintain TWIC and follow instructions of security personnel. Five violations occurred at Talleyrand, the remainder at Blount Island.

Type	Number	Points
Level 1	7	28
Level 2	6	18
Level 3	1	2
Level 4	3	3
		51

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

AWARDS COMMITTEE ZOOM MEETING MINUTES
June 12, 2025
2:30PM

Awards Committee Members Attending

Mr. Robert Peek, Chair
Patrick "Joey" Grieve
Ms. Beth McCague
Mr. Bradley Burch, Co-Chair
Mr. Christopher Good
Ms. Raynesha Jones, Recording Secretary
Ms. Sandra Platt

Other Attendees

James Bennett
Brandon Blanton
Michael McCoy
Brenda Dewitt
Elijah Wright
James Tripper Jones
Corelyn Diaz
Jerrie Gunder

Robert Peek
called the meeting to order at 2:30PM

Item No. 1
AC2025-06-01
Marine Engineering Consultant & Design Services
JPA Project No.: N/A JPA Contract No.: AE-178B
Taylor Engineering, Inc.
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 2
AC2025-06-02
Civil and Structural Engineering Consulting and Design Services
JPA Project No.: N/A JPA Contract No.: AE-178C
RS&H, Inc.
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 3
AC2025-06-03
Rebuild Ten (10) Hanjung Gearboxes DAEHWA Trans Power Gantry Drive Reducers
JPA Project G/L No.: 003.2050.B2022-13 & 15 JPA Contract No.:EQ-2080
Horsburgh & Scott **$ 146,780.00**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 4
AC2025-06-04
Purchase of ABB ADVAC 1200-Amp Circuit Breaker
JPA Project G/L No.: 003.2044.177-25E JPA Contract No.: EQ-2055
Eola Power LLC. **$ 35,744.86**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

Item No. 5
AC2025-06-05
Rebuild of Two (2) Trolley Motors
JPA Project No.: B2022-13/14/15 & T2022 06 JPA Contract No.: EQ-2084
Westside Electric Industrial Services **$ 26,796.00**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

<u>Item No. 6</u>
AC2025-06-06
Rail Tracks& Crossing Inspections, Maintenance, Repairs and Installation Services
JPA Project No.: 175-5850.560 JPA Contract No.: 25-08
Road & Rail Services, LLC. **$ 30,000.00 Annual Estimate**
A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

*The meeting was adjourned at **2:53pm***

Items No.1 and No. 2 both require Board Approval