

Board of Directors Meeting

October 25, 2021 09:00 AM



Agenda Topic

Presenter

Agenda

- | | | |
|-------|--|----------------------|
| I. | Pledge of Allegiance/Moment of Silence | Daniel Bean |
| II. | Approval of Minutes - Board of Directors Meeting - September 27, 2021 | Chair Wendy Hamilton |
| III. | Public Comments | |
| IV. | Presentations | |
| | Recognition of Board Member Dr. John Newman | Chair Wendy Hamilton |
| V. | New Business | |
| | BD2021-10-01 - ARPA Grant from City of Jacksonville | Beth McCague |
| | BD2021-10-02 - Sovereign Submerged Land Lease Renewal | Fred Wong |
| VI. | CEO Update | Eric Green |
| VII. | Reports | |
| | R2021-10-01 Engineering and Construction Update | James Bennett |
| | R2021-10-02 Financial Highlights by Beth McCague | Info Only |
| | R2021-10-03 Financials/Vital Statistics | Mike McClung |
| | R2021-10-04 Commercial Highlights | Robert Peek |
| 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 December 2021/January 2022. | |
| IX. | Miscellaneous | |
| A. | Emergency Purchases - None | |
| B. | Unbudgeted Transactions - None | |

X. Adjourn

Chair Wendy
Hamilton

The next Board of Directors Meeting will be held on Monday, December 6, 2021 @9:00AM. There will also be an Audit Committee Meeting on December 6, 2021 @8:00AM.



Minutes for Board of Directors Meeting

09/27/2021 | 09:15 AM - 10:15 AM - Eastern Time (US and Canada)

2831 Talleyrand Avenue, Jacksonville, FL 32206

Board Members Attending:

Ms. Wendy Hamilton, Vice Chair
Mr. Palmer Clarkson, Treasurer
Mr. Daniel Bean, Secretary (via GoTo)
Dr. John Allen Newman, Member
Mr. Ed Fleming, Member
Mr. Brad Talbert, Member

Absent: Mr. Jamie Shelton, Chairman

Other Attendees:

Mr. Eric Green, Chief Executive Officer
Mr. Fred Wong, Chief Operating Officer
Ms. Beth McCague, Chief Financial Officer
Ms. Linda Williams, Chief, Adm. & Corporate Performance
Mr. Nick Primrose, Chief, Regulatory Compliance
Mr. James Bennett, Sr. Director, Engineering & Construction
Mr. Robert Peek, Director & GM, Business Development
Mr. Mike McClung, Director of Finance
Mr. David Migut, Office of General Counsel
Ms. Rebecca Dicks, Board Liaison

Agenda

A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, September 27, 2021 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Vice Chair Wendy Hamilton called the meeting to order at 9:15 a.m. and welcomed all attendees. Vice Chair Hamilton informed the Board that Chairman Jamie Shelton had a scheduling conflict, so she would be conducting this meeting. She also stated that Board Member Daniel Bean would be joining this meeting virtually due to his travel schedule.

Pledge of Allegiance/Moment of Silence

Board Member Palmer Clarkson led the audience in the Pledge of Allegiance and a moment of silence.

Approval of Minutes

Vice Chair Hamilton called for approval of the July 26, 2021 Board of Directors Meeting Minutes. After a motion by Mr. Fleming and a second by Mr. Clarkson, the Board unanimously approved the minutes as submitted.

Public Comments

Vice Chair Hamilton called for comments from the public. There being none, she moved on to Presentations.

Presentations

Mr. Fred Wong recognized James Baity, Maintenance Tech III, BIMT, for reaching his 25-year milestone and thanked him for his service.

Milestone: Mr. Fred Wong recognized James Baity, Maintenance Tech III, BIMT, for reaching his 25-year milestone and thanked him for his service.

Chairman's Update

Audit Committee Update

As Chair of the Audit Committee, Ms. Hamilton briefed the full Board with a recap as to their recommendations. She stated that the Audit Committee completed the CEO's annual performance review and evaluation for FY20/21. She stated that on behalf of the Audit Committee, they believe the CEO, Eric Green, did a commendable job during another unprecedented difficult year. The Audit Committee reviewed the CEO's smart goals and results established last year. Based on the weights and factors that the committee took into consideration, they determined that the CEO reached his performance factor by 100% and approved a 25% bonus to the CEO in the amount of \$98,145.

Vice Chair Hamilton asked the other Audit Committee members if they had any comments. Mr. Bean stated that what has been accomplished under the CEO's leadership during the past year speaks volumes about his abilities, and he is impressed by the amount of work he has done and the work his staff has performed under his leadership. Mr. Clarkson agreed and stated that the CEO and his team have done a tremendous job during extraordinary conditions.

Ms. Hamilton then called for a vote on the Audit Committee's recommendation to approve the CEO's bonus in the amount of \$98,145. After a motion by Dr. Newman and a second by Mr. Fleming, the Board unanimously voted to approve the CEO's bonus in the amount of \$98,145.

Proposed Slate of Board Officers

Vice Chair Hamilton stated that she opened discussion earlier this morning during the Audit Committee meeting regarding a proposed slate of Board Officers to serve a term beginning October 1, 2021 through September 30, 2022. She stated that the Audit Committee recommended that the current slate of Board Officers immediately move up which would make Wendy Hamilton, Chair, Palmer Clarkson, Vice Chair, Daniel Bean, Treasurer, and Brad Talbert, Secretary for a term beginning October 1, 2021 through September 30, 2022.

After a motion by Mr. Clarkson, and a second by Mr. Talbert, the Board unanimously approved this slate of officers to serve a term beginning on October 1, 2021 through September 30, 2022.

Vice Chair Hamilton stated that she also asked the Audit Committee for a recommendation as to the Audit Committee members for a term beginning October 1, 2021 through September 30, 2022. The committee recommended Palmer Clarkson as Chair of the Audit Committee, along with members Daniel Bean, Brad Talbert and Ed Fleming.

After a motion by Mr. Talbert, and a second by Mr. Clarkson, the Board unanimously approved this slate of officers to serve on the Audit Committee for a term beginning on October 1, 2021 through September 30, 2022.

New Business

BD2021-09-01 Florida Department of Transportation Coronavirus State Fiscal Recovery Funds Subrecipient Grant Agreement

Mr. Beth McCague presented this submission for Board approval of the FDOT Coronavirus State Fiscal Recovery Funds Subrecipient Grant Agreement which will allow JAXPORT to receive funding to help with the negative economic impacts of the COVID-19 public health emergency.

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

BD2021-09-02 Department of Navy Property Transfers at Blount Island Command

Mr. Fred Wong presented this submission for Board approval of the transfer of 5 JAXPORT Blount Island properties totaling approximately 9.88 acres to the Department of Navy as these properties are needed to provide shoreline protection for Blount Island Command.

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

**AC2021-09-01 SSA JCT – Container Yard Improvements
Superior Construction Company Southeast, LLC**

Mr. James Bennett presented this submission seeking Board approval of awarding a contract to Superior Construction Company Southeast, LLC for SSA JCT – Container Yard Improvements Phases 1 – 7 in the amount of \$48,876,120 plus a contingency of \$2,443,806 (5%).

After a motion by Dr. Newman and a second by Mr. Fleming, the Board voted to approve this submission. Board Member Palmer Clarkson recused himself from voting on this submission since his company Bridgestone Hose Power has a business relationship with Superior Construction Company.

CEO Update

Mr. Green began his update by thanking the Board for their positive review of his performance evaluation. He was very humbled by the Board's kind remarks and also thanked his team for helping him achieve his goals.

Mr. Green recognized JAXPORT Asset Manager Brandon Blanton on receiving the U.S. Department of Defense's Patriot Award. This recognition is for civilian employers who foster a military friendly work environment. JAXPORT crane technician Matthew Reed, who serves as a Seaman in the Navy Reserves, nominated Blanton for the award due to the support he received from Blanton while he was completing his military training. Mr. Green thanked Seaman Reed for his service to both the country and the port. He also thanked Brandon Blanton for representing JAXPORT to the highest level of professionalism.

Mr. Green informed the Board that in addition to their approval of the FDOT Grant which provides COVID-19 relief funds to JAXPORT, the City of Jacksonville has approved legislation allocating \$4 million of City COVID Relief Funds to JAXPORT. The grant agreement supporting this distribution will be presented to the Board at a future date.

Mr. Green announced new leaders to JAXPORT's Public Safety and Procurement departments. Retired Jacksonville Sheriff's Office veteran Derrick Lewis is the new Director of Public Safety, and experienced maritime purchasing expert Lisa Gee has been named the new Director of Procurement Services.

Mr. Green stated that special guests from SSA were in attendance today to celebrate an exciting milestone in the evolution of JAXPORT. The new SSA Jacksonville Container Terminal will be a modern, efficient deep-water terminal that further positions JAXPORT as a premier gateway port in the southeast United States. This terminal is made possible due to the long-standing support of the Board, as well as JAXPORT's partnerships with the State of Florida, the federal government and private partners SSA. The terminal improvements being made by SSA, with support from the federal government, will improve the already efficient operations and enable the facility to accommodate more containers.

Mr. Green then welcomed Ari Steinberg, SSA Marine's Vice President of Project Engineering & Implementation who stated the terminal expansion will help SSA improve its container, breakbulk, and military cargo operations. He stated this project calls for expanding SSA's terminal from 50 acres to approximately 90 acres through paving, fencing, gate enhancements and lighting improvements. It will be developed in eight phases. Superior's bid encapsulated the first seven phases. The eighth phase is expected to go out to bid later this year. Mr. Steinberg stated that SSA had been looking for opportunities to build a facility and with JAXPORT's help, it has enabled them to enter into this exciting public-private partnership.

Reports

R2021-09-01 Engineering and Construction Update

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

R2021-09-02 Financial Highlights by Beth McCague

Ms. Beth McCague provided Financial Highlights to the Board in their books for the month of August 2021.

R2021-09-03 Financials/Vital Statistics

Mr. Mike McClung provided an overview of the financials and vital statistics.

R2021-09-04 Commercial Highlights

Mr. Robert Peek provided updated commercial highlights to the Board for the month of September 2021.

Other Business

After a motion by Mr. Talbert and a second by Dr. Newman, the Board unanimously approved travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences and/or meetings during the months of October/November 2021.

Miscellaneous

There were no emergency purchases or unbudgeted transactions.

Adjourn

There being no further business of the Board, the meeting adjourned at 10:15 a.m.

BD2021-10-01



**SUBMISSION
FOR
BOARD APPROVAL**

SUBJECT: CITY OF JACKSONVILLE AMERICAN RESCUE PLAN ACT GRANT

AMOUNT: \$4,000,000

BUDGETED: N/A

SOURCE OF FUNDS: City of Jacksonville

BACKGROUND: The U.S. Department of the Treasury announced the launch of the Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021 (ARPA). Pursuant to City Ordinance 2021-463-E, this Grant Agreement is established to respond to the negative economic impacts of the COVID-19 public health emergency, to offset eligible expenses and to assist JAXPORT in recovering from the negative economic impacts of the COVID-19 pandemic.

STATUS: The City of Jacksonville has awarded JAXPORT \$4,000,000 to assist in recovery from the pandemic. JAXPORT may utilize these Grant Funds for eligible expenses in accordance with the Appropriation Ordinance and the ARP Act from the period of March 1, 2020, through September 30, 2022. Any funds remaining, unspent/unexpended as of September 30, 2022, shall be immediately returned to the City.

Eligible expenses include operating expenses. JAXPORT will submit documentation for the following expenses to support the Grant funding: Salaries and Benefits.

RECOMMENDATION: Management recommends Board approval of the Grant Agreement and the attached Resolution.

ATTACHMENTS:

- Board Resolution
- American Rescue Plan Act Grant Agreement

BD2021-10-01



**SUBMISSION
FOR
BOARD APPROVAL**

RECOMMENDED FOR APPROVAL:

Beth McCague
Chief Financial Officer

Signature: Beth McCague
Beth McCague (Oct 20, 2021 15:15 EDT)

Email: Beth.McCague@jaxport.com

Signature and Date

SUBMITTED FOR APPROVAL:

Eric Green
Chief Executive Officer

Signature: Eric B. Green
Eric B. Green (Oct 21, 2021 12:33 EDT)

Email: eric.green@jaxport.com

Signature and Date

BOARD APPROVAL:

10/25/2021
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Bradley S. Talbert, Secretary

Wendy O. Hamilton, Chair

A RESOLUTION OF THE JACKSONVILLE PORT AUTHORITY AUTHORIZING THE EXECUTION OF AN AMERICAN RESCUE PLAN ACT GRANT AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND THE JACKSONVILLE PORT AUTHORITY PURSUANT TO CITY ORDINANCE 2021-463-E.

WHEREAS, the Jacksonville Port Authority (JAXPORT) has been presented an opportunity by the CITY OF JACKSONVILLE (CITY) to receive funding through the American Rescue Plan Act of 2021 (ARPA) to respond to the negative economic impacts of the COVID-19 public health emergency, to offset eligible expenses and to assist JAXPORT in recovering from the negative economic impacts of the COVID-19 pandemic.

WHEREAS, according to terms and conditions of the proposed American Rescue Plan Act Grant Agreement, JAXPORT will agree that the CITY will reimburse 100% of all eligible expenditures beginning March 3, 2021 (Exhibit A) up to the amount of \$4,000,000.

NOW, THEREFORE BE IT RESOLVED BY THE JACKSONVILLE PORT AUTHORITY:

Section 1. JAXPORT confirms its desire to enter in the; American Rescue Plan Act Grant Agreement with the CITY;

Section 2. The Chairman of the Board or her authorized representative is herein authorized to execute this Resolution on behalf of JAXPORT.

Section 3. The Chief Executive Officer of JAXPORT is herein authorized to enter into and sign such documents as may be necessary, including the American Rescue Plan Act Grant Agreement, and any Supplemental American Rescue Plan Grant Agreements for the purpose of scope changes, funding adjustments, contract duration changes, additional financial project numbers as well as execute Assurances, Certifications and other documents as may be required to support the project.

Section 4. This resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED THIS 25th day of October, 2021.

(Official Seal)

ATTEST:

JACKSONVILLE PORT AUTHORITY

Bradley S. Talbert, Secretary

Wendy O. Hamilton, Chairman

**AMERICAN RESCUE PLAN ACT
GRANT AGREEMENT**

THIS AMERICAN RESCUE PLAN ACT GRANT AGREEMENT (the “**Agreement**”) is made and entered into on this _____ day of _____, 2021 (the “**Effective Date**”), by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “**City**”) and **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate and independent agency of the City of Jacksonville (“**Recipient**”).

RECITALS:

WHEREAS, on March 11, 2021, the federal American Rescue Plan Act (the “**ARP Act**”) was signed into law and provided for the distribution of Coronavirus relief, fiscal recovery, and critical capital projects funds to state, territorial, tribal and local governments of the United States; and

WHEREAS, the ARP Act provides that these funds may be used by recipient governments and tribal agencies for various projects and purposes that include efforts to respond to the COVID-19 public health emergency and its negative economic impacts, including providing aid and assistance to households, small businesses, and non-profits suffering economic losses and harm due to the COVID-19 pandemic; and

WHEREAS, the City is the recipient of approximately \$171,897,895.00 in ARP Act grant funds to be used to offset lost revenues and other eligible expenses in accordance with the ARP Act; and

WHEREAS, pursuant to City Ordinance 2021-463-E (the “**Appropriation Ordinance**”), the City appropriated \$30,000,000.00 in ARP Act local fiscal recovery grant funds, a portion of which was set aside to provide economic relief and assistance to various small businesses and non-profits in Duval County, Florida, in accordance with the ARP Act; and

WHEREAS, the City desires to provide Recipient, an independent agency of the City of Jacksonville, with a portion of the ARP Act funds to offset eligible expenses and to assist Recipient in recovering from the negative economic impacts of the COVID-19 pandemic; and

WHEREAS, pursuant to the Appropriation Ordinance, the City has determined the economic aid and assistance to Recipient as set forth herein is necessary to assist Recipient in recovering from the negative economic impacts of the COVID-19 pandemic and to maintain the viability of Recipient and therefore the City has appropriated and hereby provides an American Rescue Plan Act Grant to Recipient in the amount of \$4,000,000.00 (the “**Grant Funds**”) pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. INCORPORATION OF RECITALS

The above stated recitals are accurate and by this reference made a part this Agreement.

II. GENERAL CONDITIONS

A. Recipient agrees to do as follows:

1. To accept the Grant Funds as appropriated in accordance with the terms of this Agreement, the ARP Act, and the Appropriation Ordinance.

2. To abide by Chapter 119, Florida Statutes, as amended from time to time, a copy of which can be obtained by Recipient online at <http://www.leg.state.fl.us/Statutes/>, which by this reference is made a part of this Agreement. All documents not expressly exempt from the Public Records Act relative to this Agreement and the Grant Funds are considered to be public records as defined in said Chapter 119, Florida Statutes; and

3. To obtain permits, as may be required, from the State of Florida and the City of Jacksonville and abide by all applicable state laws and local ordinances, as from time to time amended; and

4. To return to the City within fifteen (15) days of written demand all Grant Funds paid to Recipient under the terms of this Agreement upon the City finding that Recipient has violated the terms of this Agreement, the provisions of the ARP Act, or the provisions of the Appropriation Ordinance; including, but not limited to, making expenditures that are specifically disallowed by this Agreement or the ARP Act. Recipient may utilize the Grant Funds for eligible expenses in accordance with the Appropriation Ordinance and the ARP Act from the period of March 1, 2020 through September 30, 2022. Recipient understands and agrees that it shall not use any Grant Funds provided pursuant to this Agreement to offset any costs or expenses for which Recipient has already received federal, state or local funding. Any Grant Funds remaining unspent/unexpended as of September 30, 2022 shall be immediately returned to the City.

5. As a condition precedent to the City's execution of this Agreement and/or disbursement of any Grant Funds to Recipient, Recipient shall complete the ARP Act Grant Application, attached hereto as **Exhibit A** and incorporated herein by this reference (the "**Grant Application**"), and submit it to the City contemporaneously with the executed Agreement. Upon the City's request, Recipient shall also provide the City with a report regarding the Grant Funds. Such report shall be on a City approved form and contain information as reasonably requested by the City.

6. Recipient shall not utilize Grant Funds for any of the following categories:

i) contributions to a contingency reserve or a similar provision for unforeseen events.

ii) costs of amusements, social activities and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation and gratuities.

iii) costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

iv) the salaries and costs of the office of the governor of a state or the chief executive of a political subdivision. These costs are considered a cost of general state or local government.

v) the salaries and other costs of the Legislature or similar local governmental bodies such as County commissioners, City councils and school boards, whether incurred for purposes of legislation or executive direction.

vi) Non-cash Expenses as defined in [Section 118.104, Ordinance Code](#).

vii) Costs of any audits required under this Agreement.

7. Recipient consents to:

i) Such audits of Recipient's financial affairs by the City, including the City's Finance and Administration Department (the "**Department**"), the City Council Auditor's Office, the Office of Inspector General, the State of Florida or the United States government may require as they relate to the Grant Funds; and

ii) Producing all documents required by the City, the Department, the City Council Auditor's Office, the City's Ethic's Office, the Office of Inspector General, the State of Florida or the United States government. Recipient agrees to give the City complete and unfettered access to all records regarding Grant Funds provided under this Agreement, at all times, during regular business hours, to ensure the Grant Funds are properly spent; and

iii) Should the City determine it necessary, Recipient shall furnish to the City a final report of all expenditures of the Grant Funds in such form as the Department shall prescribe within ten (10) business days of the City's request. This report shall be certified as to its accuracy by the Financial Officer/Treasurer of Recipient's organization. This report shall include the time period from initial expenditure of the Grant Funds until all of the Grant Funds have been expended by Recipient. The reporting obligation set forth in this paragraph shall survive the expiration or earlier termination of this Agreement.

8. Recipient's violation of any of the provisions contained in this Agreement, including the failure to adhere to the reporting requirements of this Agreement, failure to submit a complete and accurate Grant Application or any other information required by the City, or failure to adhere to the requirements of any applicable code or statutory provision, whether or not incorporated into this Agreement, shall be a material breach of this Agreement and may result in immediate termination of this Agreement and Recipient's return of all Grant Funds granted by this Agreement.

9. All reports, audits, and other information Recipient provides pursuant to this Agreement, including but not limited to, the Grant Application, shall contain the following statement: "*The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes*".

III. EFFECTIVE DATE/TERM OF AGREEMENT

This Agreement is effective as of the Effective Date and shall continue in effect as to all its provisions, terms, and conditions until the earlier of the expenditure by Recipient of all Grant Funds received, or September 30, 2022. Any Grant Funds not expended by September 30, 2022 shall be returned to the City on or before October 5, 2022.

IV. PAYMENT

The City agrees to pay Recipient Grant Funds in an amount not to exceed four million and 00/100 Dollars (\$4,000,000.00) within forty-five (45) days of the City's receipt of a complete and accurate Grant Application and any additional information the City may reasonably require from Recipient prior to payment of the Grant Funds. This amount constitutes the maximum indebtedness of the City pursuant to this Agreement, and the only obligation of the City hereunder. The CFDA number of the grant authorized by this Agreement is 21.027. The federal award ID number is SLFRP3403 / SLFRP0197. The Federal awarding agency for the grant authorized hereunder is the U.S. Department of the Treasury.

V. RECORDS

A. By the acceptance of the Grant Funds, Recipient agrees to adhere to all provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), with respect to the receipt, expenditure, and use of public funds from the City. Therefore, except to the extent prohibited by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), a copy of which can be obtained by Recipient online at <http://www.cms.gov/HIPAAGenInfo/>, which regulations are incorporated herein by reference, as applicable, all the financial, business, and membership records of the person, corporation, foundation, trust, association, group, or organization, relative to the grant shall be public records and subject to the provisions of the Public Records Law. Recipient's failure to comply with this requirement will constitute a breach of this Agreement and may result in cancellation of this Agreement and the requirement that Recipient refund to the City all Grant Funds provided hereunder.

B. Recipient shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles, Florida Statutes, and the requirements of the City's *Ordinance Code*. These financial records shall be maintained in a manner permitting positive and ready identification of any Grant Funds received by Recipient from the City from the time such funds are actually received by Recipient until the time they are actually expended or disbursed by Recipient according to the terms of this Agreement.

C. In addition to other requirements specified in this Agreement, Office of Management and Budget (OMB) Circulars, including A-102, A-87, A-110, A-122, A-133 and A-21 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), may be used as a guide concerning records to be maintained. The aforesaid records shall be made available for

audit, copying or inspection purposes at any time during normal business hours and as often as the City or the City of Jacksonville Council Auditor may deem necessary.

D. Recipient shall retain for such inspection all of its records and supporting documentation applicable to this Agreement for five (5) years after disbursement of the Grant Funds to Recipient.

VI. AUDIT

A. Upon the City's request, Recipient shall obtain and provide to the City a copy of the latest available audited financial statements of Recipient or, if Recipient expends more than \$750,000 of Federal grant dollars (inclusive of any Federal funds disbursed to Recipient apart from those authorized by this Agreement) during its fiscal year, Recipient shall obtain and provide to the City an original independent single audit conducted in accordance with both GAAS and Government Auditing Standards ("GAS") issued by the Comptroller General of the United States; and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), of its financial affairs for its fiscal year ending within the current City fiscal year. Such report shall be made by an independent certified public accountant. If requested, such report shall be due within 120 days of the close of Recipient's fiscal year. This paragraph shall survive the expiration or earlier termination of this Agreement for a period of five (5) years from the date of expiration or termination.

B. The following audit requirements are in addition and supplemental to other audit requirements in this Agreement:

1. Recipient shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents (the "**Records**") in a format sufficient to reflect all receipts and expenditures of the Grant Funds.

2. Recipient shall retain all Records pertinent to this Agreement for a period of five (5) years after Recipient's submission of a final financial expenditure report as described in Section 6.iii. above. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the Records shall be retained, at no cost to the City, until resolution of the audit findings or any litigation based on the terms of this Agreement. Records shall be retained for longer periods when any retention period required by law exceeds the time frames required in this paragraph.

3. Upon demand, at no additional cost to the City, Recipient shall facilitate the duplication and transfer of any Records during the applicable retention period.

4. Recipient shall provide the Records at all reasonable times for inspection, review, copying, or audit by the City, the City Council Auditor's Office, the Office of Inspector General, the State of Florida, the United States government/federal agencies, or their authorized third-party auditors or designees.

5. At all reasonable times for as long as Recipient maintains the Records, Recipient shall allow persons authorized by the City to have full access to and the right to examine any of the Records, regardless of the form in which kept.

6. Recipient, at its cost, shall provide audits or reports as necessary for compliance by the Recipient and the City with the ARP Act, and otherwise as requested by the City, the City Council Auditor's Office, the Office of Inspector General, the State of Florida, the United States government/federal agencies, or their authorized third-party auditors or designees, and shall insure that all related party transactions are disclosed to the auditor.

7. Recipient shall comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by the City.

8. Recipient shall permit the City to interview any of Recipient's employees, subcontractors, and subcontractors' employees to assure the City of the satisfactory performance of this Agreement. Following such review, if Recipient's performance is, in the opinion of the City, deficient, the City will deliver to Recipient a written report of the deficiencies and request for Recipient's development of a corrective action plan. Recipient agrees to prepare and submit to the City a corrective plan within five (5) business days of receiving the City's written report. Recipient shall correct all deficiencies identified in the corrective action plan within five (5) business days from the City's receipt of the corrective action plan.

9. All reports, audits, and other information Recipient provides pursuant to the Appropriation Ordinance, the ARP Act, or this Agreement shall contain the following statement: **"The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes"**.

10. If Recipient uses any contractors or subcontractors in utilization of the Grant Funds, Recipient shall include the audit, inspections, investigations, and record-keeping requirements of this Agreement in all such subcontracts and assignments. Recipient shall also ensure any subrecipients of the Grant Funds, if any, are subject to the audit, inspections, investigations, reporting and record-keeping requirements provided herein and said requirements shall be included in any contract with any subrecipient.

11. Recipient shall comply with all American Rescue Plan Act requirements, including but not limited to, 2 Code of Federal Regulations 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. Recipient acknowledges the City must comply with the sub-recipient monitoring requirements of 2 CFR 200.331 and agrees to provide such additional information and documentation to the City as required to comply with such requirements. Recipient also acknowledges that payments of Grant Funds under this Agreement are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding sub-recipient monitoring and management, and subpart F regarding audit requirements.

VII. NOTICE

Any notice required to be given under this Agreement shall be by certified mail, return receipt requested, or by hand delivery with a written receipt. Notices shall be deemed effective upon receipt or three (3) days after posting of certified mail. Notices shall be delivered to:

For the City:

City of Jacksonville
Finance and Administration
117 W. Duval Street, Suite 300
Jacksonville, Florida 32202
Attn: Chief Financial Officer

For Recipient:

Jacksonville Port Authority
2831 Talleyrand Avenue, Jacksonville, Florida 32206
Attn: CEO

VIII. CIVIL RIGHTS

A. There will be no discrimination against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, handicap, marital status, citizenship status, creed, sexual orientation, gender identity, disability, veteran status, or any other protected status under federal, state, or City law, or under Recipient's corporate policies in the performance of this Agreement or disbursement/distribution of the Grant Funds.

B. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) in regard to the persons served.

C. Recipient shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e) in regard to employees or applicants for employment.

D. Recipient shall comply with Section 504 of the Rehabilitation Act of 1973 in regard to employees or applicants for employment and clients served.

E. Recipient shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) in regard to employees and persons served.

F. If City receives evidence of discrimination in violation of this Agreement, the City may terminate this Agreement and Recipient shall return the Grant Funds to the City immediately upon written demand therefore.

IX. NON-DISCRIMINATION

Recipient shall not discriminate, directly or indirectly, on the grounds of race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, sex, age or political affiliation, national origin, disability, age, marital status, veteran status, or any other

impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Recipient shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause. Recipient shall incorporate this provision in all subcontracts for the services provided under this Agreement.

X. OTHER CONDITIONS

Recipient shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Open Meetings Law). Such laws, rules, regulations, and ordinances also include, but are not limited to, the applicable requirements for licenses and certifications necessary in connection with any activity arising out of expenditure of the Grant Funds. If any of the obligations of this Agreement are to be performed by a subcontractor or subrecipient, the provisions of this Section shall be incorporated into and become a part of such subcontract or subrecipient contract.

XI. REPRESENTATIONS/WARRANTIES AND UNAUTHORIZED WORKERS

A. As a material inducement for City to enter into this Agreement, Recipient warrants (and unless otherwise specified, the warranties shall remain true during the term of this Agreement) that:

1. Recipient is a body politic and corporate validly existing under the laws of the State of Florida. Recipient has authority to enter into this Agreement and all documents contemplated by this Agreement, and to perform its obligations arising under this Agreement and other documents contemplated by this Agreement. The individuals signing on behalf of Recipient have authority to do so.

2. Recipient's execution of this Agreement and performance of its obligations under this Agreement have been duly authorized and approved by the shareholders, members, partners, or directors of Recipient (as the case may be).

3. This Agreement and all documents contemplated by this Agreement each constitute a legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.

4. This Agreement and all documents contemplated by this Agreement do not and will not contravene any provision of the governing documents of Recipient, any judgment, order, decree, writ, or injunction by which Recipient is bound, or any provision of any applicable law or regulation by which Recipient is bound. The execution of this Agreement and all documents contemplated by this Agreement, and performance of the obligations of this Agreement and other contemplated documents, will not result in a breach of or constitute a default under any agreement to which Recipient is a party or require consent from any third party.

5. Recipient holds all necessary licenses, permits, and authorizations required by applicable governmental bodies as a condition to conduct business in the State of Florida and in the City of Jacksonville.

6. Recipient has not employed or retained any third party having a relationship with City to solicit or secure this Agreement and has not paid or agreed or promised to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement.

7. Recipient is not in default under any agreement with City, and Recipient has satisfied all conditions imposed by any governmental authority in connection with provision of the Services.

8. Recipient warrants and represents that the Grant Application submitted subsequent to the execution of this Agreement and any additional reports, audits, or information submitted to the City for the purposes of receipt of the Grant Funds or as may otherwise be required pursuant to this Agreement, the ARP Act, or the Appropriation Ordinance, is true, accurate and correct as to the information contained therein.

B. The employment by Recipient of unauthorized aliens is a violation of Section 274A(e) of the Federal Immigration and Naturalization Act and a material breach of this Agreement, and City may unilaterally cancel this Agreement upon thirty (30) days' prior written notice of such cancellation. In accordance with Chapter 2020-149, Laws of Florida, Recipient confirms that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and Recipient, including any of its subcontractors, has registered accordingly with the E-Verify platform. Recipient acknowledges that any violation with the aforementioned will result in a default to this Agreement and the City shall be entitled to any and all relief available, including but not limited to, consequential damages, rebate of fees, costs and expenses, etc., resulting from the voiding of this Agreement.

XII. ENTIRE AGREEMENT; COUNTERPARTS

This Agreement contains the entire agreement between the parties with respect to the receipt and expenditure of the Grant Funds. Any amendment to this Agreement must be in writing and duly executed by the parties hereto. This Agreement may be signed in counterparts, including by electronic signature, the counterparts and signatures of which, when taken together, shall constitute but one Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first above written.

RECIPIENT

JACKSONVILLE PORT AUTHORITY

By: _____

Print Name: _____

Title: _____

Date: _____

[City of Jacksonville signatures follow on next page.]

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

ATTEST:

By: _____
James R. McCain, Jr.,
Corporation Secretary

By: _____
Lenny Curry, Mayor

Encumbrance and funding information for internal City use:

Amount.....\$4,000,000.00

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement; provided however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under this Agreement. Actual encumbrance(s) shall be made by subsequent purchase order(s) as specified in said Agreement.

Director of Finance
City Contract # _____
Purchase Order # _____

FORM APPROVED:

By: _____
Office of General Counsel

Exhibit A

Grant Application

[To immediately follow this page.]

PLEASE REFERENCE THE INSTRUCTIONS BEFORE YOU PROCEED.

REQUESTING ENTITY NAME:		SSN/EIN:
LEGAL STATUS OF ORGANIZATION:		DUNS:
BUSINESS ADDRESS:		COUNCIL MEMBER:
MAILING ADDRESS:		
EMAIL:	WEBSITE:	
PHONE:	GRANT AMOUNT AWARDED:	
NAME OF INDIVIDUAL COMPLETING THIS APPLICATION:		
SECTOR:	NO. OF LOCATIONS:	NO. OF EMPLOYEES:
2019 TAX RETURN TOTAL INCOME:		2020 TAX RETURN TOTAL INCOME:
DESCRIBE BUSINESS, PRODUCTS, AND/OR SERVICES:		
HOW DOES THE BUSINESS/ORGANIZATION SERVE THE LOCAL COMMUNITY?		
WHAT LOCATIONS/GEOGRAPHIC AREAS ARE SERVED BY YOUR ORGANIZATION?		
DEMOGRAPHICS OF THOSE SERVED BY YOUR ORGANIZATION:		
IF NON-PROFIT: DESCRIBE THE EVIDENCE-BASE FOR ANY INTERVENTIONS EMPLOYED BY YOUR ORGANIZATION:		
DESCRIBE FINANCIAL HARDSHIP EXPERIENCED AS A RESULT OF COVID-19. NOTE ANY DOCUMENTED, QUANTIFIABLE HARDSHIPS, CLEARLY DRIVEN BY COVID-19.		
DESCRIBE HOW FUNDS WILL BE USED:		
HAS YOUR BUSINESS/ORGANIZATION PREVIOUSLY RECEIVED COVID RELIEF FUNDS FROM ANY FEDERAL, STATE, OR LOCAL STIMULUS		<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>If yes, please list the program and amount received from any federal, state, and/or local stimulus programs for the COVID-19 pandemic and subsequent shutdowns. For example: PPP: \$45,000; EIDL: \$20,000</i>		
1 _____		
2 _____		

3 _____
4 _____
5 _____

ADDITIONAL DOCUMENTS

Please Attach the Following Documents to this Application:

- Articles of Incorporation
- Business License
- W-9
- PHOTO ID OF PRINCIPAL

CERTIFICATION

I understand I am submitting this application for funding under the American Rescue Plan Act of 2021 on behalf of my business/non-profit organization, located in Duval County, Florida, which provides direct services to residents and/or businesses in the Jacksonville area. My business/non-profit is in good standing with both the US Federal Government and the State of Florida and is not debarred or suspended. I certify that all of the above information is true and correct and that any grant allocation my business/non-profit organization may receive shall be expended in accordance with the ARP Act and related guidance from the U.S. Department of Treasury, and all applicable federal, state and local laws, rules or regulations. I further acknowledge that the expenditure of this funding is subject to review by the City of Jacksonville, the State of Florida, and the U.S. Department of Treasury. I further understand and acknowledge that these funds may be audited and any expenditures deemed inconsistent with the requirements of the ARP Act, Federal Guidelines, and/or applicable laws, rules or regulations may result in the requirement that I return to the City of Jacksonville all grant funds allocated to my business/non-profit organization as required pursuant to the agreement between my business/organization and the City.

I certify that the information provided herein is true to the best of my knowledge. I understand that a false statement may disqualify me from receipt of grant funding. I further certify that the information provided to the City of Jacksonville in this application and any supporting documentation submitted herewith is submitted under penalties of perjury under Section 837.06, Florida Statutes.

SIGNATURE:

DATE:

Wet or electronic signature and date are allowed.

BD2021-10-02



**SUBMISSION
FOR
BOARD APPROVAL**

**SUBJECT: SOVEREIGN SUBMERGED LAND LEASE RENEWAL
SSLL NO. 160031802**

COST: \$0.00 (Renewal Fee)

BUDGETED: N/A

SOURCE OF FUNDS: N/A

BACKGROUND: JAXPORT originally entered into a Lease Agreement No. 160031802 (“SSLL”) with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“State”) in 2001 to construct and operate a one-slip docking facility exclusively to be used for the mooring of one bulk material vessel. 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 as shown in the attachment.

ATTACHMENT: Map showing location of SSLL and Sovereignty Submerged Lands Lease Instrument with Sketch and Property Description

BD2021-10-02



SUBMISSION FOR BOARD APPROVAL

RECOMMENDED FOR APPR

Frederick P. Wong Jr.
Chief Operating Officer

Signature: Frederick P. Wong Jr.
Frederick P. Wong Jr. (Oct 19, 2021 13:41 EDT)

Email: frederick.wong@jaxport.com

Signature and Date

SUBMITTED FOR APPROVAL

Eric Green
Chief Executive Officer

Signature: Eric B. Green
Eric B. Green (Oct 19, 2021 16:54 EDT)

Email: eric.green@jaxport.com

Signature and Date

BOARD APPROVAL:

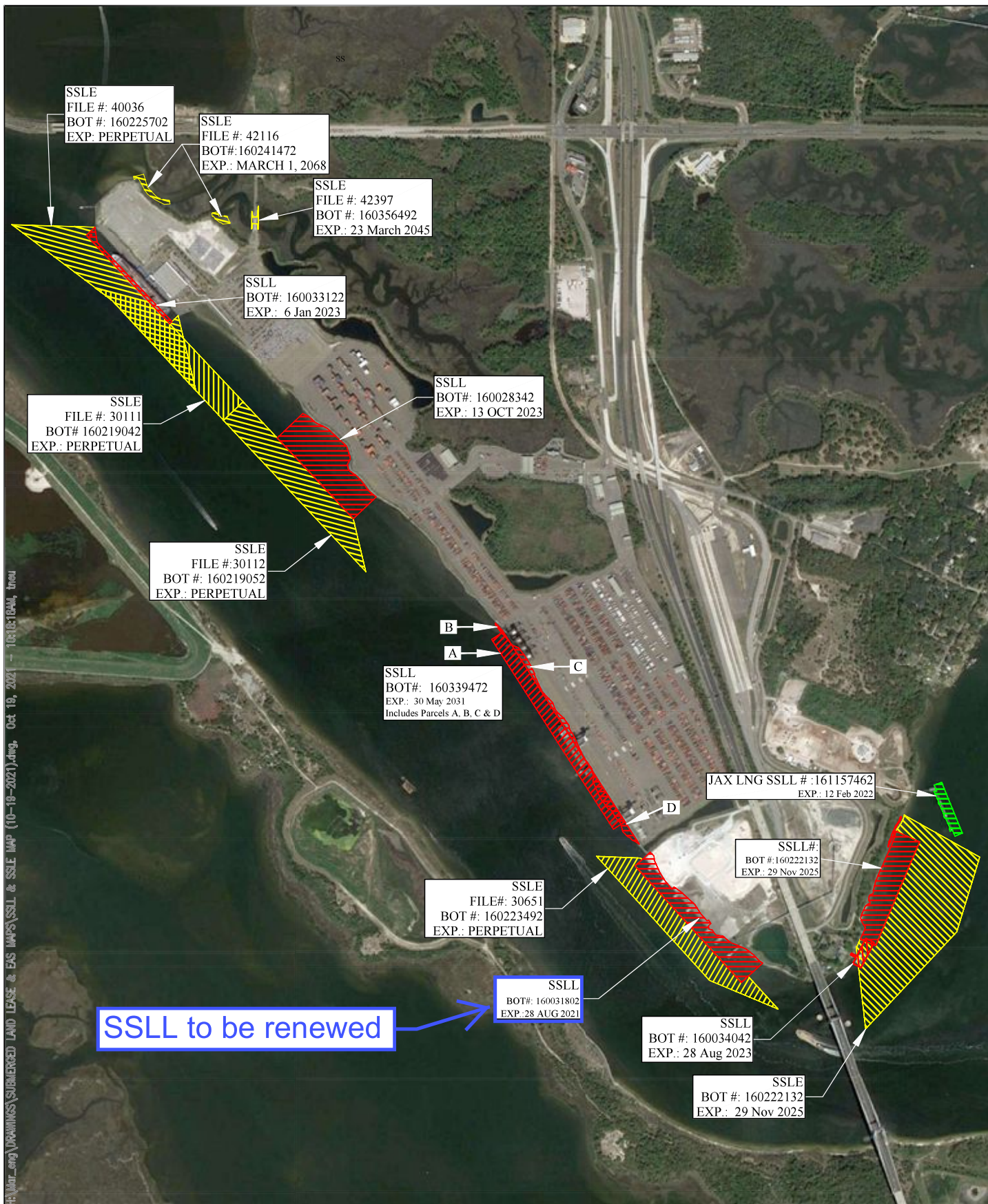
10/25/2021
Meeting Date

Rebecca Dicks/Recording Secretary

ATTEST:

Brad Talbert, Secretary

Wendy Hamilton, Chair



		DAMES POINT MARINE TERMINAL SUBMERGED LAND LEASES & EASEMENT 2021	JAXPORT ENGINEERING & CONSTRUCTION DEPARTMENT	SHEET	1 OF 1
		LEGEND JAXPORT SSLE JAXPORT SSSL SSSL OTHERS	2831 TALLEYRAND AVENUE JACKSONVILLE, FL 32206	DATE	10/19/21
				SCALE	NTS

This Instrument Prepared By:

Tiana D. Brown

Action No. 43993

Bureau of Public Land Administration

3900 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. 160031802

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

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

A parcel of sovereignty submerged land in
Section 42, Township 01 South, Range 27 East, in St. Johns River,
Duval County, Florida, containing 324,087 square feet, more or less,
as is more particularly described and shown on Attachment A, dated June 21, 2001.

TO HAVE THE USE OF the hereinabove described premises from August 28, 2021, the effective date of this lease renewal, through August 28, 2026, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 1-slip docking facility to be used exclusively for the mooring of one bulk material vessel in conjunction with an upland bulk material handling facility, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 16-185791-001-EI, dated October 22, 2001, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[0229]

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(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. 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: Within 30 days after each anniversary of the effective date 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(32), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

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, FL 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 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

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

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. LIVEBOARDS: 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:

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

Original Signature

(SEAL)

Print/Type Name of Witness

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.

Original Signature

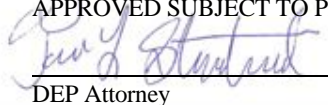
Print/Type Name of Witness

"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:



9/27/2021

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

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

Original Signature

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Eric Green

Typed/Printed Name of Executing Authority

Original Signature

Chief Executive Officer

Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

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

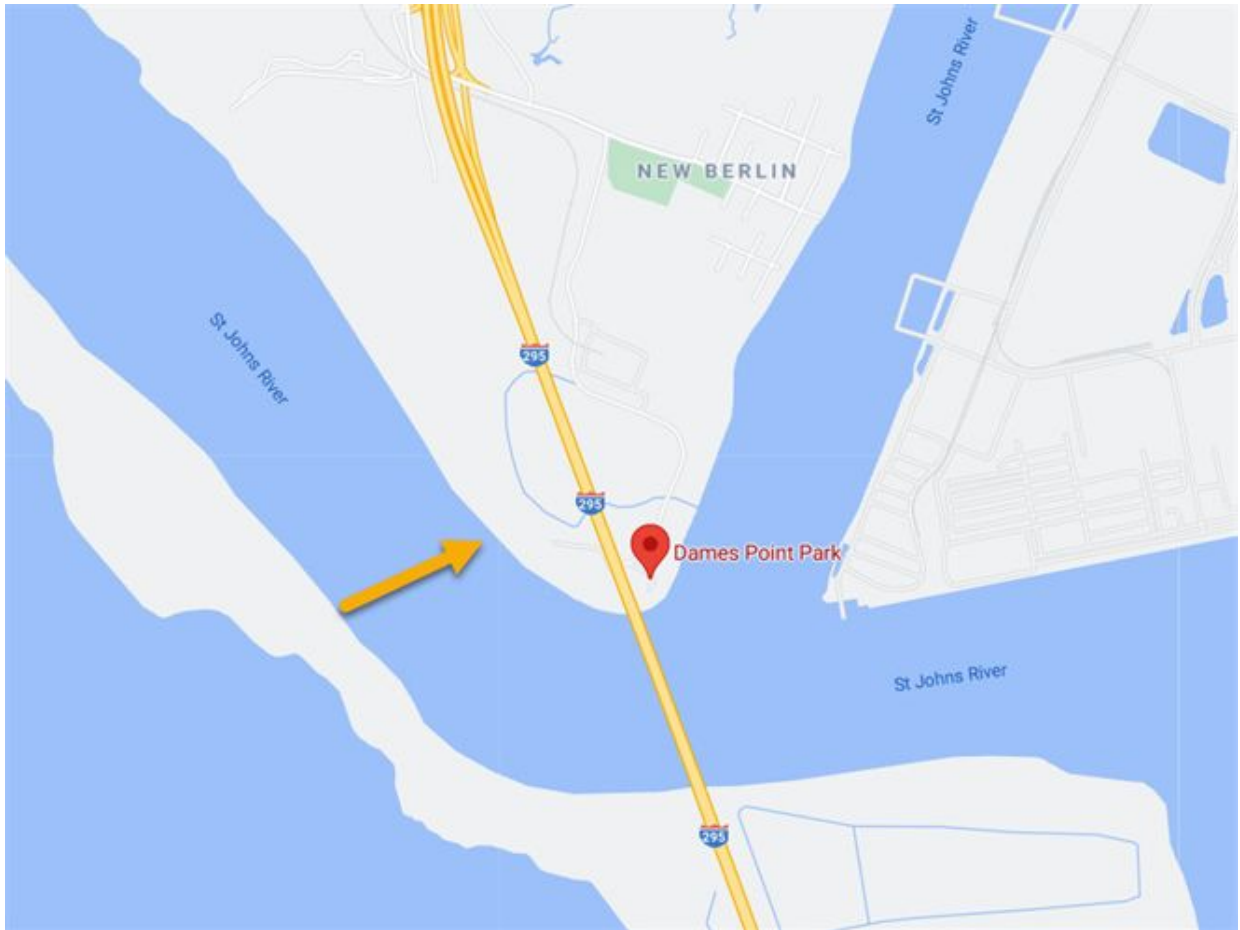
My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name





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

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

June 21, 2001

Work Order No. 00-251sll
Dames Point

Submerged Land Lease

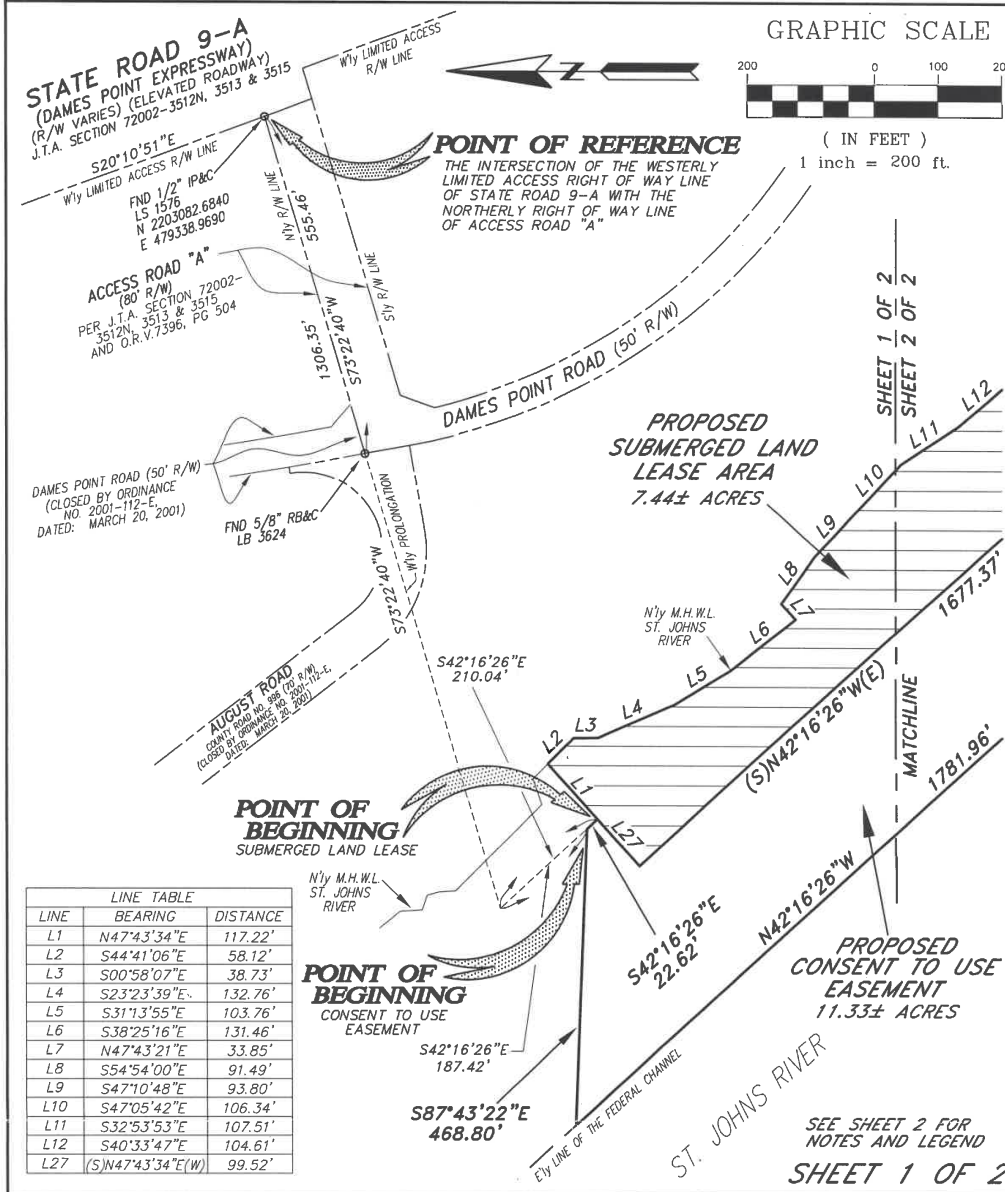
A portion of Submerged Sovereign Lands of the State of Florida, lying in the St. Johns River, unsurveyed Sections 25 and 26, Township 1 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Westerly Limited Access right of way line of State Road 9-A, Dames Point Expressway, a variable width right of way as depicted on Jacksonville Transportation Authority Right of Way Map Section 72002 - 3512N, 3513 and 3515, with the Northerly right of way line of Access Road "A", an 80 foot right of way as depicted on said Jacksonville Authority Right of Way Map Section 72002 - 3512N, 3513 and 3515 (and as recorded in Official Records Volume 7396, page 504 of the current Public Records of said county); thence South 73° 22' 40" West, along the Northerly right of way line of said Access Road "A", and along the Westerly prolongation of said Northerly right of way line, 1306.35 feet; thence South 42° 16' 26" East, 210.04 feet to the Point of Beginning.

From said Point of Beginning, thence North 47° 43' 34" East, 117.22 feet to the Northerly Mean High Water Line of the St. Johns River; thence along the meanderings of said Northerly Mean High Water Line the following twenty five courses: thence South 44° 41' 06" East, 58.12 feet; thence South 00° 58' 07" East, 38.73 feet; thence South 23° 23' 39" East, 132.76 feet; thence South 31° 13' 55" East, 103.76 feet; thence South 38° 25' 16" East, 131.46 feet; thence North 47° 43' 21" East, 33.85 feet; thence South 54° 54' 00" East, 91.49 feet; thence South 47° 10' 48" East, 93.80 feet; thence South 47° 05' 42" East, 106.34 feet; thence South 32° 53' 53" East, 107.51 feet; thence South 40° 33' 47" East, 104.61 feet; thence North 72° 49' 10" East, 20.42 feet; thence South 30° 33' 01" East, 41.72 feet; thence South 44° 06' 17" West, 38.97 feet; thence South 14° 22' 52" East, 29.54 feet; thence South 70° 00' 49" East, 42.23 feet; thence South 24° 20' 00" East, 24.56 feet; thence South 41° 05' 20" East, 38.96 feet; thence South 80° 46' 14" East, 76.42 feet; thence South 49° 38' 27" East, 101.60 feet; thence South 68° 23' 06" East, 95.19 feet; thence South 65° 26' 28" East, 93.67 feet; thence South 52° 04' 52" East, 95.65 feet; thence South 41° 43' 38" East, 87.50 feet; thence South 60° 25' 04" East, 42.69 feet; thence South 47° 43' 34" West, departing said Northerly Mean High Water Line, 308.80 feet; thence North 42° 16' 26" West, 1677.37 feet; thence North 47° 43' 34" East, 99.52 feet to the Point of Beginning.

The lands thus described contain 7.44 acres, more or less.

SPECIFIC PURPOSE SURVEY TO SHOW
 PROPOSED CONSENT TO USE EASEMENT AND PROPOSED SUBMERGED LAND LEASE OF A PORTION OF SUBMERGED SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING IN THE ST. JOHNS RIVER, UNSURVEYED SECTIONS 25 AND 26, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



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

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

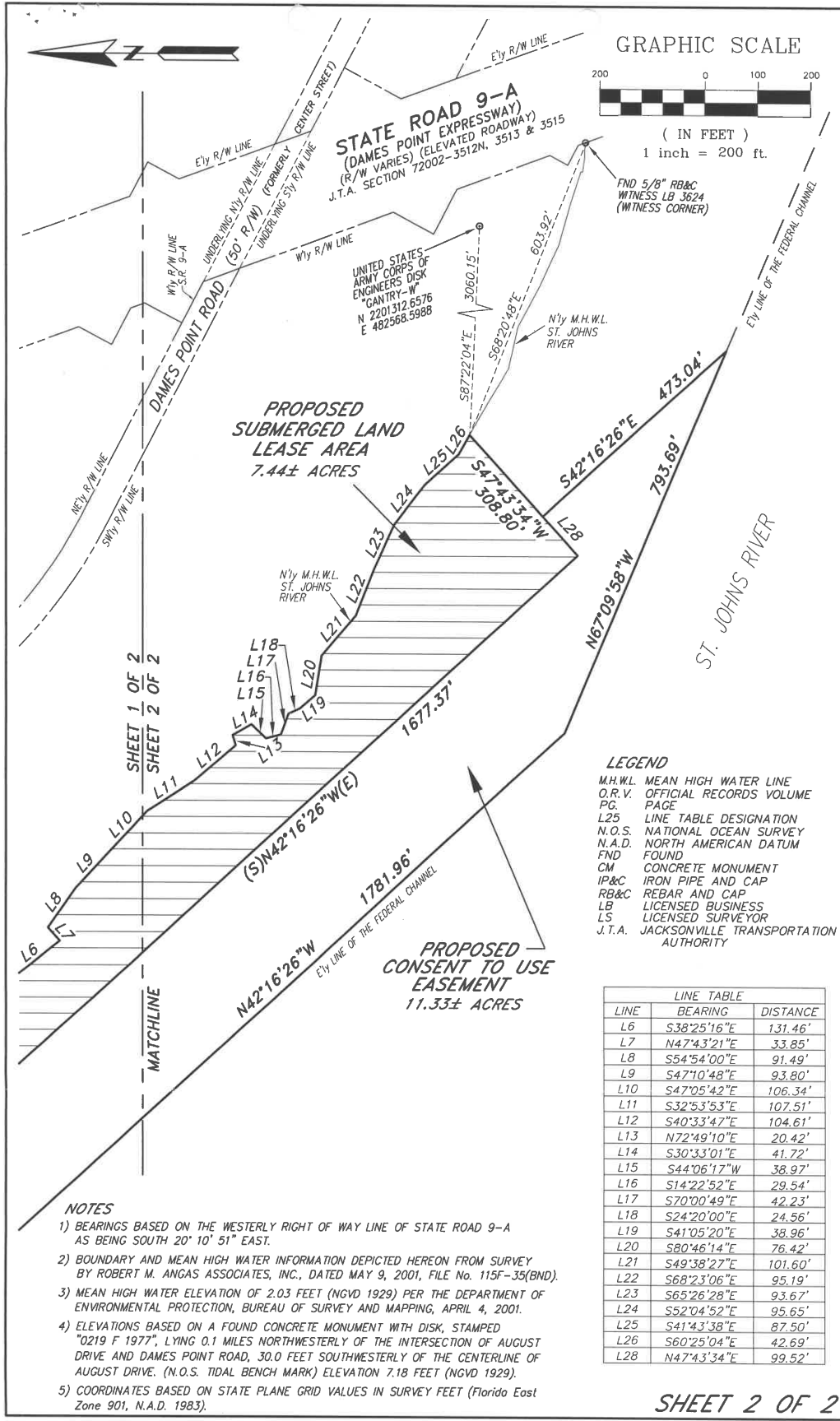
SCALE: 1" = 200' DATE: JUNE 21, 2001

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



CAD FILE: I:\Jaxpart\Harbor\SL\sketches\bulk1.dwg

ORDER NO.: 00-251 FILE NO.: 115F-35(SLL-A)



CAD FILE: I:_Jaxport\Harbor\SSL\sketches\bulkT.dwg

ORDER NO.: 00-251 FILE NO.: 115F-35(SSL-A)

5 MIN. RETURN
PHONE # 630-1700

Book 9973 Page 628

Prepared by and Return to:
Suzanne S. Howard
Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Property Appraiser
Parcel Identification No.: _____

Doc# 2001103683
Book: 9973
Pages: 628 - 634
Filed & Recorded
05/02/2001 10:50:59 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 4.00
DEED DOC STAMP \$ 49.70
RECORDING \$ 29.00

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this 28TH day of MARCH, 2001, by the **ALCOMA CORPORATION**, a Delaware corporation, successor by merger to **THE NORTH SHORE CORPORATION**, a Florida corporation, hereinafter called ("Grantor") to **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of **Ten and no/100 Dollars (\$10.00)** and other good and valuable consideration in hand paid by the Grantee, the receipt and legal sufficiency of which are hereby acknowledged, does remise, release and quit claim to the Grantee, its successors and assigns forever, the following described land situate, lying and being in the County of Duval, State of Florida, to-wit:

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

TO HAVE AND HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, reservations, rights of reverter, lien, equity and claim whatsoever of Grantor, either in law or in equity including, but not limited to, the reservation by Grantor to use and maintain utility pipes as set forth in Warranty Deed recorded in Deed Book 1167, page 33, public records of Duval County, Florida, the rights of reverter set forth in Quit Claim Deed recorded in Official Records Volume 240, page 59, and the rights of reverter set forth in Deed recorded in Official Records Volume 661, page 227, all of the public records of Duval County, Florida, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor has hereunto set hand and seal the day and year first above written.

WITNESSES:

Howard Rosenbaum
HOWARD ROSENBAUM
(print name)
Renato M. Glice
RENATO M. GLICE
(print name)

ALCOMA CORPORATION, a Delaware corporation,
successor by merger to THE NORTH SHORE
CORPORATION, a Florida corporation

By: Virginia Sleano
(Print Name): VIRGINIA SLEANO
(Title): Pres.
Address: 17 EAST 47TH STREET
N.Y. N.Y. 10017

②
City - 5-14-02

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 29 day of March, 2001, by Virginia Sloane, the President, of Alcoma Corporation, a Delaware corporation, successor by merger to The North Shore Corporation, a Florida corporation, on behalf of the corporation. Such person: (notary must check applicable box)

- is personally known to me; or
- produced a current _____ driver's license as identification; or
- produced _____ as identification.

Beatrice A. McDADE (x)

[Print or type name]
NOTARY PUBLIC
My Commission Expires: _____

BEATRICE H. McDADE
Notary Public, State of New York
No. 41-7813500
Qualified in Queens County
Commission Expires Feb. 28, 2003

SSH:jba\G:\shared\SHOWARD\CLOSINGS.JPA\Alcoma.qcd.wpd

EXHIBIT "A"

(Page 1 of 5)

#1:

Parcel 2: Tract "L", according to Plat of Dames Point Replat, recorded in the current public records of Duval County, Florida, in Plat Book 28, pages 25, 25A and 25B.

Parcel 3: Lot 7, The Bayshore Company's Subdivision of Dames Point, Unit One, Block One, Plat Book 13, page 67, except County Road, parts recorded Deed Book 1157-154; 1178-75; 1771-565; 1595-329; and parts recorded in Official Records, Volumes and pages following: Volume 80, page 257, Volume _____, page _____; and part in Dames Point Replat, Plat Book 28, page 25. Hereby there is described a 10 foot strip of land running from August Road to the St. Johns River.

Parcel 4: Lot 16, The Bayshore Company's Subdivision of Dames Point, Unit One, Block One, Plat Book 13, page 67, except County Road, parts recorded Deed Book 1125-372; 1158-314; 1178-304; Official Records Volume 135, page 503, and part in Dames Point Replat, Plat Book 28, page 25. Hereby there is described a 12 foot strip of land running from August Road to the St. Johns River.

Being Parcels 2, 3 and 4 described in Deed recorded in Official Records Volume 661, page 227, public records of Duval County, Florida.

#2:

Beginning at the Northeasterly corner of Lot 19, Block 1, as shown on the Plat of Dames Point Manor, as recorded in Plat Book 28, pages 66 and 66A of said public records; thence North 26° 48' 20" West along a Northwesterly prolongation of the Westerly right of way line of Margon Drive (a 60-foot right of way as shown on said Plat of Dames Point Manor) 13.55 feet; thence North 34° 33' 20" West, 426.95 feet; thence South 61° 13' 10" West, 102.15 feet to a point situate in the most Easterly end of Boxer Road (formerly Palmetto Street, as shown on said Plat of Dames Point Replat); thence North 51° 05' 00" West along the Easterly end of said Boxer Road, 54.04 feet to a point situate in the most Easterly corner of Tract "J", as shown on said Plat of Dames Point Replat; thence North 61° 13' 10" East along a Northeasterly prolongation of the Northwesterly right of way line of said Boxer Road, 102.15 feet; thence North 51° 05' 00" West, 10.81 feet; thence North 61° 13' 10" East, 78.81 feet; thence South 34° 33' 20" East, 485.21 feet to a point situate in a Northwesterly prolongation of the Northeasterly right of way line of said aforementioned Margon Drive; thence South 26° 48' 20" East along said Northwesterly prolongation, 15.84 feet to a point situate in the Northwesterly line of said lands shown on the Plat of Dames Point Manor; thence South 61° 29' 50" West along the end of said Margon Drive, as shown on said plat of Dames Point Manor, 60.03 feet to the point of beginning.

Being the land described in Corrective Deed recorded in Official Records Volume 3453, page 1168, of the public records of Duval County, Florida.

EXHIBIT "A"

(Page 2 of 5)

#3:

Part of Lot 1 of Block 1, the Bayshore Company Unit 1, Subdivision of Dames Point as shown on plat recorded in Plat Book 13, page 67 of the Duval County public records; said part being more particularly described as follows:

Beginning at the most Northerly corner of August Road right of way as described in Deed recorded in Deed Book 1167, page 33 of said County records; thence South 55 degrees 26 minutes 50 seconds West 70.0 feet to the most Westerly corner of said right of way; thence North 34 degrees 33 minutes 10 seconds West 58 feet more or less to the Northwesterly line of said Lot 1; thence North 61 degrees 13 minutes 20 seconds East 71 feet more or less on said Northwesterly line of Lot 1 to a point located North 34 degrees 33 minutes 10 seconds West from the point of beginning; thence South 34 degrees 33 minutes 10 seconds East 50 feet more or less to the point of beginning.

Westerly 10 feet, Lot 1, Block 3, of Fernandez Sub-division, according to Plat thereof recorded in Plat Book 1, page 41, of the current public records of Duval County, Florida; also a part of the Northwest one-quarter of the Southeast one-quarter of Section 23, Township 1 South, Range 27 East, being a portion of said above described lands lying within 30 feet adjacent to and Westerly of, as measured at right angles, and lying within 40 feet, adjacent to and Easterly of, as measured at right angles, a survey line described as follows; also a part of Government Lot 3, Section 14, Township 1 South, Range 27 East, and being the portion of said above described property which lies within 30 feet Westerly of, as measured at right angles, and adjacent to a survey line hereinafter described; and also that portion of the above described land lying within 40 feet Easterly of, as measured at right angles and adjacent to a survey line hereinafter described.

Commencing at a Permanent Reference Monument at the Northeast corner of Lot 1, Block 1, of the Bayshore Co. Unit 1, a Subdivision of Dames Point, Section 41 and 42, Township 1 South, Range 27 East, according to Plat thereof recorded in Plat Book 13, Page 67, of the Current Public Records of Duval County, Florida; run thence South 61 degrees 13 minutes 20 seconds West, and along the Westerly line of said Lot 1, a distance of 189.74 feet, to the point of beginning; run thence North 34 degrees 33 minutes 20 seconds West, a distance of 867.29 feet, and to the point of curvature, or beginning of a 5 degree curve concave to the West, having a radius of 1,146.3 feet thence along said curve a distance of 340.67 feet, to a point of tangency or end of said curve; run thence North 51 degrees 54 minutes 20 seconds West, a distance of 505.57 feet, to the point of curvature, or beginning of a 5 degree curve concave to the East; having a radius of 1,146.3 feet, thence along said curve, a distance of 290.27 feet to the point of tangency, or end of said curve; run thence North 37 degrees 23 minutes 30 seconds West, a distance of 2,239.69 feet, to the point of curvature, or beginning of a 5 degree curve to the right, having a radius of 1,146.3 feet, thence along said curve a distance of 760 feet, to the point of tangency, or end of said curve; run thence North 0 degrees 36 minutes 30 seconds East, a distance of 1,235.30 feet to the center line of Heckscher Drive and end of said survey line.

Being the land described in Quit Claim Deed recorded in Official Records Volume 240, Page 59, of the public records of Duval County, Florida

Attachment B

Page 15 of 81 Pages

SSLL No. 160031802

EXHIBIT "A"

(Page 3 of 5)

#4

A strip of land in the Grant to Levin Gumby, Section 42 Township 1 South Range 27 East, Duval County, Florida, being located in Lots 1 to 19, inclusive, Block 1 of Bayshore Company's Unit 1 Subdivision of Dames Point, according to plat recorded in the current public records of Duval County, Florida, in Plat Book 13, page 67, the land thus conveyed being more particularly described as follows:

For point of beginning commence at an iron pipe set at the extreme Northerly corner of that tract of land conveyed by North Shore Corporation to Franc B. Jackson by deed recorded in the current public records of Duval County, Florida, in Deed Book 1125, page 372, and run thence North thirty seven degrees thirty seven minutes ten seconds West (N. $37^{\circ} 37' 10''$ W.) a distance of twenty one and six tenths (21.6) feet to a point of curve; run thence along the arc of a curve concave to the Northeast and having a radius of eleven hundred eighty one and twenty eight hundredths (1181.28) feet a chord distance of three hundred fifty five and thirty two hundredths (355.32) feet to the point of tangency of said curve the bearing of the aforementioned chord being North twenty eight degrees fifty eight minutes ten seconds West (N. $28^{\circ} 58' 10''$ W.); run thence along a line tangent to the aforementioned curve North twenty degrees nineteen minutes ten seconds West (N. $20^{\circ} 19' 10''$ W.) a distance of one hundred fifty eight and seven hundredths (158.07) feet to a second point of curve in said strip of land; run thence along the arc of a curve concave to the West and having a radius of eleven hundred eleven and twenty eight hundredths (1111.28) feet a chord distance of three hundred thirty one and forty six hundredths (331.46) feet to the point of tangency of said curve the bearing of the aforementioned chord being North twenty eight degrees fifty three minutes forty five seconds West (N. $28^{\circ} 53' 45''$ W.); run thence along a line tangent to the last mentioned curve and having a bearing of North thirty seven degrees twenty eight minutes twenty seconds West (N. $37^{\circ} 28' 20''$ W.) a distance of two hundred ninety two and seven hundredths (292.07) feet to the point of curve of a third curve; run thence along the arc of a curve concave to the East and having a radius of eleven hundred eighty one and twenty eight hundredths (1181.28) feet a chord distance of two hundred nineteen and sixty five hundredths (219.65) feet to the point of tangency of said curve the bearing of the aforementioned chord being North thirty two degrees eight minutes fifteen seconds West (N. $32^{\circ} 08' 15''$ W.); run thence along a line tangent to the last mentioned curve North twenty six degrees forty eight minutes ten seconds West (N. $26^{\circ} 48' 10''$ W.) a distance of one hundred ninety and sixty seven hundredths (190.67) feet to an angle point; run thence North thirty four degrees thirty three minutes ten seconds West (N. $34^{\circ} 33' 10''$ W.) a distance of one and twenty six hundredths (1.26) feet to a point which lies North sixty

EXHIBIT "A"

(Page 4 of 5)

#4

one degree eighteen minutes twenty seconds East (N. 61° 18' 20" E.) and distant twenty eight hundredths (28/100) of a foot from the extreme Northerly corner of the tract of land conveyed by North Shore Corporation to D. J. and Zillah W. Garrison by deed recorded in the Current Public Records of Duval County, Florida in Deed Book 1123, page 117, and continue thence North thirty-four degrees thirty-three minutes ten seconds West (N. 34° 33' 10" W.) a distance of three hundred eighty one and thirty six hundredths (381.36) feet to a second angle point in the boundary of the land described in this deed; run thence North fifty five degrees twenty six minutes fifty seconds East (N. 55° 26' 50" E.) a distance of seventy (70) feet to a third angle point; run thence South thirty four degrees thirty three minutes ten seconds East (S. 34° 33' 10" E.) a distance of three hundred eighty seven and thirty-eight hundredths (387.38) feet to a fourth angle point; run thence South twenty six degrees forty eight minutes ten seconds East (S. 26° 48' 10" E.) a distance of one hundred ninety five and forty three hundredths (195.43) feet to a fourth point of curve in this boundary; run thence along the arc of a curve concave to the East and having a radius of eleven hundred eleven and twenty eight hundredths (1111.28) feet a chord distance of two hundred six and sixty four hundredths (206.64) feet to the point of tangency of said curve the bearing of the aforementioned chord being South thirty two degrees eight minutes fifteen seconds East (S. 32° 08' 15" E.); run thence tangent to the last mentioned curve South thirty seven degrees twenty eight minutes twenty seconds East (S. 37° 28' 20" E.) a distance of two hundred ninety two and seven hundredths (292.07) feet to the point of curve of a fifth curve in this description; run thence along the arc of a curve concave to the West and having a radius of eleven hundred eighty one and twenty eight hundredths (1181.28) feet a chord distance of three hundred fifty two and thirty four hundredths (352.34) feet to the point of tangency of said curve the bearing of the aforementioned chord being South twenty eight degrees fifty three minutes forty five seconds East (S. 28° 53' 45" E.); run thence tangent to the last mentioned curve South twenty degrees nineteen minutes ten seconds East (S. 20° 19' 10" E.) a distance of one hundred fifty eight and seven hundredths (158.07) feet to the point of curve of a sixth curve in this description; run thence along the arc of a curve tangent to the last described line concave to the East and having a radius of eleven hundred eleven and twenty eight hundredths (1111.28) feet a chord distance of three hundred thirty four and twenty six hundredths (334.26) feet to the point of tangency of said curve the bearing of the aforementioned chord being South twenty eight degrees fifty eight minutes ten seconds East (S. 28° 58' 10" E.); run thence along a line tangent to the last mentioned curve South thirty seven degrees thirty seven minutes ten seconds East (S. 37° 37' 10" E.) a distance of twenty one and six tenths (21.6) feet to a point which lies North fifty two degrees twenty two minutes fifty seconds

EXHIBIT "A"

(Page 5 of 5)

14

East (N. $52^{\circ} 22' 50''$ E.) and distant seventy (70) feet from the point of beginning; continue South thirty seven degrees thirty seven minutes ten seconds East (S. $37^{\circ} 37' 10''$ E.) a distance of five hundred twenty one and sixteen hundredths (521.16) feet to the point of curve of a seventh curve in this description; run thence along the arc of a curve concave to the North and having a radius of one hundred twenty five and fourteen hundredths (125.14) feet a central angle of one hundred fifty two degrees twenty two minutes fifty seconds ($152^{\circ} 22' 50''$) and an arc length of three hundred thirty two and eighty two hundredths (332.82) feet to the end of said curve; run thence North eighty degrees zero minutes zero seconds East (N. $80^{\circ} 00' 00''$ E.) and at right angles to Duval County Road #53 a distance of ten (10) feet to a point in the Westerly boundary of said road Right of Way; run thence along the Westerly boundary of the Right of Way of said road South ten degrees zero minutes zero seconds East (S. $10^{\circ} 00' 00''$ E.) a distance of one hundred ninety five and fourteen hundredths (195.14) feet; run thence South eighty degrees zero minutes zero seconds West (S. $80^{\circ} 00' 00''$ W.) and at right angles to said road Right of Way a distance of one hundred thirty five and fourteen hundredths (135.14) feet to the point of curve of the eighth curve in this description; run thence along the arc of a curve concave to the North and having a radius of one hundred ninety five and fourteen hundredths (195.14) feet a chord distance of two hundred two and thirteen hundredths (202.13) feet to the point of tangency of said curve the bearing of the aforementioned chord being North sixty eight degrees forty eight minutes thirty five seconds West (N. $68^{\circ} 48' 35''$ W.); run thence along a line tangent to the last mentioned curve and having a bearing of North thirty seven degrees thirty seven minutes ten seconds West (N. $37^{\circ} 37' 10''$ W.) a distance of five hundred twenty one and sixteen hundredths (521.16) feet to the point of beginning.

Being the land described in Warranty Deed recorded in Deed Book 1167, page 33, of the public records of Duval County, Florida.

WARRANTY DEED

THIS INDENTURE is made this 1st day of December, 1998, by **J.D. WELLS, JR.**, a single person whose address is 8939 Dames Point Road, Jacksonville, Florida 32226, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **One Hundred Fifty Seven Thousand, Five Hundred Ninety Three and 00/100 Dollars (\$157,593.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE# 109215-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

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

Signed and Sealed in Our Presence as Witnesses:

GRANTOR:

Melanie Modlin
(sign name)

J.D. Wells, Jr.
J.D. WELLS, JR.

Melanie Modlin
(print name)

SS# 266-40-5182

Viki M. Lewis
(sign name)

(3)

Vicki M. LEWIS
(print name)

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

Bk: 9172
Pg: 1324 - 1326
Doc# 98313347
Filed & Recorded
12/28/98
12:44:17 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

Book 9172 Pg 1325

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 1st day of December 1998, by J. D. Wells, Jr. He is personally known to me or has produced drivers license as identification and did not take an oath.

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Notary Public, State of Florida at
Large.
My Commission expires:



Book 9172 Pg 1326

Lots 32 and 33, Block 8, lying Westerly of Interstate 295, SOUTH BERLIN, according to the plat thereof as recorded in Plat Book 5, Page 50, of the current public records of Duval County, Florida.

EXHIBIT A

Attachment B
Page 21 of 81 Pages
SSLL No. 160031802

Bk: 8891
Pg: 110 - 112
Doc# 98068275
Filed & Recorded
03/25/98
10:45:59 A.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00
DEED \$2,103.50

Book 8891 Pg 110

WARRANTY DEED

THIS INDENTURE is made this 24th day of March, 1998, by **ELTON J. BUCHANAN** and **MERILEE G. BUCHANAN**, his wife, whose address is 9014 August Drive, Jacksonville, Florida 32226, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Three Hundred Thousand, Five Hundred and 00/100 Dollars (\$300,500.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE#109267-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

Signed and Sealed in Our Presence as Witnesses:

Deborah G. Claytor
(sign name)

Deborah G. Claytor
(print name)

Melanie Modlin
(sign name)

Melanie M. Modlin
(print name)

Deborah G. Claytor
(sign name)

Deborah G. Claytor
(print name)

Melanie Modlin
(sign name)

Melanie M. Modlin
(print name)

GRANTOR:

Elton J. Buchanan
Elton J. Buchanan

SS# [REDACTED]

Merilee G. Buchanan
Merilee G. Buchanan

SS# [REDACTED]

3

Book 8891 Pg 111

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

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 14th day of March 1998, by Elton J. Buchanan and Merilee G. Buchanan, his wife. They are personally known to me or have produced Florida Drivers as identification and did not take an oath.

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Notary Public, State of FL at
Large.
My Commission expires:



SHAWANA D. CATUS
My Comm Exp. 12/01/98
Bonded By Service Ins
No. CC423921
 Personally Known Other I.D.

Book 8891 Pg 112

A tract of land in the Grant to Levin Gunby, Section 42, Township 1 South, Range 27 East, being a portion of Lots 18 and 19, Block 1, Unit 1, Subdivision of Dames Point, according to plat recorded in the current public records of Duval County, Florida, in Plat Book 13, page 67, the land hereby conveyed being more particularly described as follows:

Commencing at a point in the Southerly right of way line of August Road, County Road No. 996 (a 70-foot right of way as described in Deed recorded in Deed Book 1167, pages 35 through 38 of said public records) which lies South 80 degrees West, 135.14 feet from the intersection of said Southerly right of way line of August Road with the Westerly right of way line of Dames Point Road, County Road No. 53 (a 50-foot right of way as now established); thence North 80 degrees East along said Southerly right of way line of August Road, 135.14 feet to said Westerly right of way line of Dames Point Road and the P.C. of a curve concave to the East; thence around and along said curve and along said Westerly right of way line of Dames Point Road, South 11 degrees 10 minutes 10 seconds East, 40 feet (chord distance and bearing); thence South 51 degrees 12 minutes 10 seconds West 574 feet, more or less, to the Northeasterly bank of the St. Johns River; thence Northwesterly along said Northeasterly bank of the St. Johns River and following the meanderings thereof, 110 feet, more or less, to a point which lies South 52 degrees 22 minutes 50 seconds West, 478 feet, more or less, from the point of beginning; thence North 52 degrees 22 minutes 50 seconds East, 478 feet, more or less, to the point of beginning, together with all riparian rights appurtenant thereto but without guaranty or warranty of said riparian rights.

EXHIBIT A

WARRANTY DEED

THIS INDENTURE is made this 1st day of December, 1998, by **AUDREY AGNESS HASPEL**, a single person, whose address is 9084 Dames Point Road, Jacksonville, Florida 32226, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Five Hundred Fifty Nine Thousand, Three Hundred Thirteen and 00/100 Dollars (\$559,313.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE# 109268-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

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

Signed and Sealed in Our Presence as Witnesses:

GRANTOR:

Melanie M. Modlin
(sign name)

Audrey A. Haspel
Audrey Agness Haspel

Melanie M. Modlin
(print name)

SS# [REDACTED]

Vicki M. Lewis
(sign name)

Vicki M LEWIS
(print name)

Bk: 9172
Pg: 1319 - 1321
Doc# 98313345
Filed & Recorded
12/28/98
12:44:17 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

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

Book 9172 Pg 1320

STATE OF FLORIDA
COUNTY OF DUVAL

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



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

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Notary Public, State of Florida at
Large.

My Commission expires: 12/01/2002

EXHIBIT "A"

A Tract of Land in the Grant to Levin Gunby, Section 42, Township 1 South, Range 27 East, Being a Portion of Lots 19 and 20, Block 1, Unit # 1, Subdivision of Dames Point, According to Plat Recorded in the Current Public Records of Duval County, Florida, in Plat Book 13, Page 67, the Land Hereby Conveyed being more Particularly described as Follows:

Commencing at the Intersection of the Southerly Right of Way Line of August Road, County Road No. 996 (As Described in Deed Recorded in Deed Book 1167, Page 35 through 38 of Said Public Records), with the Westerly Right of Way Line of Dames Point Road, County Road No. 53 (A 50-Foot Right of Way as now Established), said Westerly Right of Way Line of Dames Point Road Being a Curve Concave to the East and Having a Radius of 990.18 Feet; Thence around and along said Curve and along said Westerly Right of Way Line of Dames Point Road, South 11 Degrees 10 Minutes 10 Seconds East, 40 Feet (Chord Distance and Bearing) to an Iron, for A Point of Beginning; Thence continuing along said Westerly Right of Way Line of Dames Point Road, Around and Along said Curve, South 15 Degrees 15 Minutes 44 Seconds East, 100 Feet (Chord Distance and Bearing) to an Iron; Thence South 42 Degrees 48 Minutes 47 Seconds West, 560 Feet, more or less, to the Northeasterly Bank of the St. Johns River; Thence Northwesterly along said Northeasterly Bank of the St. Johns River; and Following the Meandering Thereof, 130 Feet, More or Less, to a Point which lies, South 51 Degrees 12 Minutes 10 Seconds West, 589 Feet, More or Less, from The Point of Beginning; Thence North 51 Degrees 12 Minutes 10 Seconds East, 539 Feet, More or Less, to the Point of Beginning;

Bk: 9172
Pg: 1274 - 1276
Doc# 98313328
Filed & Recorded
12/28/98
12:44:17 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

Book 9172 Pg 1274

WARRANTY DEED

THIS INDENTURE is made this 1st day of December, 1998, by **LILLIAN GERALDINE BARRS**, individually and as Trustee for **LILLIAN GERALDINE BARRS, 1996 REVOCABLE TRUST, F/B/O LILLIAN GERALDINE BARRS FAMILY** and **DANIEL L. BARRS**, her husband whose address is 9076 Dames Point Road, Jacksonville, Florida 32226, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Five Hundred Seventy Five Thousand, Forty Three and 00/100 Dollars (\$575,043.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE#109269-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

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

Signed and Sealed in Our Presence as Witnesses:

Melanie M. Medlin
(sign name)

Melanie M. Medlin
(print name)

Vicki M Lewis
(sign name)

Vicki M. LEWIS
(print name)

GRANTOR:

Lillian Geraldine Barrs
LILLIAN GERALDINE BARRS,
INDIVIDUALLY, AND A TRUSTEE
FOR U/D/T DATED DECEMBER 6,
1996 AND TITLED LILLIAN
GERALDINE BARRS, 1996
REVOCABLE TRUST, F/B/O
LILLIAN GERALDINE BARRS
FAMILY

SS# 256-54-8092

Book 9172 Pg 1275

Melanie M. Modlin
(sign name)

Daniel L. Barrs
DANIEL L. BARRS

Melanie M. Modlin
(print name)

SS# 258-34-2439

Vicki M. Lewis
(sign name)

Vicki M. Lewis
(print name)

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

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 1st day of December 1998, by Lillian Geraldine Barrs, Individually and as Trustee, and Daniel L. Barrs, her husband. They are personally known to me or have produced drivers license as identification and did not take an oath.



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

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Notary Public, State of Florida at
Large.

My Commission expires: 12/02/2002

EXHIBIT "A"

Parts of Lots Nineteen (19), and Twenty (20) and Twenty-one (21), of the Bayshore Company's Unit One (1), Subdivision of Dames Point, as recorded in Plat Book 13, Page 67, of the current public records of Duval County, Florida, and being more particularly described as follows:

Commencing at the intersection of the Southerly right of way line of August Road, County Road No. 996 (a Seventy (70) foot right of way as described in deed recorded in Deed book 1167, pages 35 through 38, of the said public records), with the Westerly right of way line of Dames Point Road, County Road No. 53 (a Fifty (50) foot right of way as now established), said Westerly right of way line of Dames Point Road being a curve concave to the East and having a radius of Nine Hundred Eighty and Eighteen hundredths (980.18) feet; thence around and along said curve and along said Westerly right of way line of Dames Point Road, South Eleven (11) degrees, Ten (10) minutes, Ten (10) seconds East, Forty (40) feet (chord distance and bearing); thence continuing along said Westerly right of way line of Dames Point Road, around and along said curve South Fifteen (15) degrees, Fifteen (15) minutes, Forty-four (44) seconds East, One Hundred (100) feet (chord distance and bearing) for a point of beginning; thence continuing along said Westerly right of way line of Dames Point Road, around and along said curve, South Twenty-one (21) degrees, Six (06) minutes, Thirty-six (36) seconds East, One Hundred (100) feet (chord distance and bearing); thence South Forty-two (42) degrees Twenty-two (22) minutes, Thirty-seven (37) seconds West, Five Hundred Forty-three (543) feet, more or less, to the Northeasterly bank of the St. Johns River; thence North Westerly along said Northeasterly bank of the St. Johns River and following the meanderings thereof, One Hundred Thirty-six and Seven Tenths (136.7) feet, more or less, to a point which lies South Forty-two (42) degrees, Forty-eight (48) minutes Forty-seven (47) seconds West, Five Hundred Sixty (560) feet, more or less, from the point of beginning; thence North Forty-two (42) degrees, Forty-eight (48) minutes, Forty-seven (47) seconds East, Five Hundred Sixty (560) feet, more or less, to the point of beginning.

Book 8899 Pg 337

Bk: 8899
Pg: 337 - 339
Doc# 98075305
Filed & Recorded
04/01/98
02:09:07 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00
DEED \$2,280.60

WARRANTY DEED

THIS INDENTURE is made this 1st day of April, 1998, by **EDWIN R. HYSMITH**, an unmarried man, whose address is 4668 Suray Avenue, Jacksonville, Florida 32208, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Three Hundred Twenty Five Thousand, Eight Hundred and 00/100 Dollars (\$325,800.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE#109270-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

Signed and Sealed in Our Presence as Witnesses:

Deborah G. Claytor
(sign name)

Deborah G. Claytor
(print name)

Melanie M. Modlin
(sign name)

Melanie M. Modlin
(print name)

GRANTOR:

Edwin R. Hysmith
Edwin R. Hysmith

SS# [REDACTED]

3

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

Book 8899 Pg 338

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of April 1998, by Edwin R. Hysmith, an unmarried man. He is personally known to me or has produced ~~Drivers License~~ identification and did not take an oath.

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Notary Public, State of Florida at
Large.

My Commission expires:

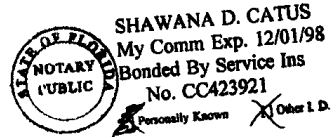


EXHIBIT "A"

Book 8899 Pg 339

A tract of land in the Grant to Levin Gunby Section Forty-two (42), Township One (1) South, Range Twenty-seven (27) East, being a portion of Lots Twenty (20) and Twenty-one (21), Block one(1), Unit #1, subdivision of Dames Point Plat Book 13, page 67, the lands hereby conveyed being more particularly described as follows:

Commencing at the intersection of the Southerly right of way line of August Road County Road 996 (a 70 foot right of way as described in Deed Book 1167, pages 35 thru 38, public records) with the Westerly right of way line of Dames Point Road, County Road No. 53 (a fifty (50) foot right of way as now established) said Westerly right of way line of Dames Point Road being a curve concave to the East and having a radius of 980.18 feet; thence around and along said curve and along said Westerly right of way line of Dames Point Road, South 11 degrees 10 minutes 10 seconds East 40 feet (chord distance and bearing) thence continuing along said Westerly right of way line of Dames Point Road, around and along said curve South 15 degrees 15 minutes 44 seconds East, 100 feet (chord distance and bearing) thence continuing along said Westerly right of way line of Dames Point Road, around and along said curve, South 21 degrees 06 minutes 36 seconds East 100 feet (chord distance and bearing) for a point of beginning, thence continuing along said Westerly right of way line of Dames Point Road around and along said curve, South 26 degrees 57 minutes 28 seconds East 100 feet (chord distance and bearing) thence South 37 degrees 56 minutes 10 seconds West 538 feet more or less to the Northeasterly bank of the St. Johns River, thence Northwesterly along said Northeasterly bank of the St. Johns River and following the meanderings thereof 136.7 feet more or less to a point which lies South 42 degrees 22 minutes 37 seconds West 543 feet more or less to the point of beginning, thence North 42 degrees 22 minutes 37 seconds East 543 feet more or less to point of beginning.

Book 9172 Pg 1157

Bk: 9172
Pg: 1157 - 1159
Doc# 98313291
Filed & Recorded
12/28/98
12:15:54 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

WARRANTY DEED

THIS INDENTURE is made this 21st day of December, 1998, by **ALICE M. DUNCAN** also known as **ALYCE M. DUNCAN**, a ^{married} single person whose address is 915 Saddle Drive #316, Helena, Montana, 59601 ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee"). This is not the homestead of the Grantor.

(Handwritten initials and signature)

WITNESSETH: Grantor, for and in consideration of the sum of **Five Hundred Twenty Two Thousand, Three Hundred Forty and 00/100 Dollars (\$522,340.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE# 109271-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

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

Signed and Sealed in Our Presence as Witnesses:

GRANTOR:

Janet R. Montanye
(sign name)

Alyce M. Duncan
Alice M. Duncan, also known as
Alyce M. Duncan
SS# [REDACTED] *(3)*

Janet R. Montanye
(print name)

Teresa Olcott Cohea
(sign name)

Teresa Olcott Cohea
(print name)

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

Attachment B
Page 34 of 81 Pages
SSLL No. 160031802

Book 9172 Pg 1158

STATE OF Montana
COUNTY OF Lewis & Clark

The foregoing instrument was acknowledged before me this 21st day of December 1998, by Alice M. Duncan also known as Alyce M. Duncan. She is personally known to me or has produced drivers license as identification and did not take an oath.

Melissa A. [Signature]
(sign name)
Melissa A. [Print Name]
(print name)

Notary Public, State of Montana at Large.

My Commission expires:

NOTARY PUBLIC for the State of Montana
Residing at Helena, Montana
My Commission Expires October 23, 2000

EXHIBIT "A" Book 9172 Pg 1159

A tract of land in the Grant to Levin Gunby, Section 42, Township 1 South, Range 27 East, being a portion of Lots 21 and 22, Block 1, Unit #1, Sub-division of Dames Point, according to plat recorded in Plat Book 13, page 67 of the current public records of Duval County, Florida, the land hereby conveyed being more particularly described as follows:
Commencing at the intersection of the Southerly right of way line of August Road, County Road No. 996 (a 70 foot right of way as described in deed recorded in Deed Book 1167 pages 35 through 38 of said public records), with the Westerly right of way line of Dames Point Road, County Road No. 53 (a 50 foot right of way as now established), said Westerly right of way line of Dames Point Road being a curve concave to the East and having a radius of 980.18 feet; thence around and along said curve and along said Westerly right of way line of Dames Point Road, South 11 degrees 10 minutes 10 seconds East, 40 feet (chord distance and bearing); thence continuing along said Westerly right of way line of Dames Point Road, around and along said curve, South 15 degrees 15 minutes 44 seconds East, 100 feet (chord distance and bearing); thence continuing along said Westerly right of way line of Dames Point Road, around and along said curve, South 21 degrees 06 minutes 36 seconds East, 100 feet (chord distance and bearing); thence continuing along said Westerly right of way line of Dames Point Road, around and along said curve, South 26 degrees 57 minutes 28 seconds East, 100 feet (chord distance and bearing), for a point of beginning; thence continuing along said Westerly right of way line of Dames Point Road, around and along said curve, South 32 degrees 40 minutes 24 seconds East, 100.06 feet (chord distance and bearing); thence South 34 degrees 00 minutes 11 seconds West, 528 feet, more or less to the Northeasterly bank of the St. Johns River; thence Northwesterly along said Northeasterly bank of the St. Johns River and following the meanderings thereof, 136.7 feet, more or less, to a point which lies South 37 degrees 56 minutes 10 seconds West, 538 feet, more or less, from the point of beginning; thence North 37 degrees 56 minutes 10 seconds East, 538 feet, more or less, to the point of beginning.

VOL 7593 PG 0021

OFFICIAL RECORDS

WARRANTY DEED

THIS INDENTURE is made this 21st day of October, 1993, by CHARLES L. GODWIN AND HALLIE K. GODWIN, his wife, whose address is 602 Alhambra Lane, Ponte Vedra Beach, Florida 32082, ("Grantor") to the JACKSONVILLE PORT AUTHORITY, a public body politic and created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

(2)

WITNESSETH:

Grantor, for and in consideration of the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) and other valuable considerations, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

R.E. # 109272-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

Signed and sealed in our Presence:

Theresa Matchett
General Counsel, 13th Floor
City Hall

Theresa R. Matchett

Theresa R. Matchett
(print name)

Jo Ann Thomas

Jo Ann Thomas
(print name)

X Charles L. Godwin

Charles L. Godwin
Social Security No: [REDACTED]

Hallie K. Godwin

Hallie K. Godwin
Social Security No: [REDACTED]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21st day of October, 1993, by Charles L. Godwin and Hallie K. Godwin, his wife, who are personally known to me or produced Florida Driver's License as identification and did not take an oath.

Jo Ann Thomas
(print name): Jo Ann Thomas
Notary Public, State of Florida at Large
My Commission Expires: _____

Documentary Tax P.D.F.S. 201.02 \$ 1,050.00
Documentary Tax P.D.F.S. 201.08 \$ _____
Intangible Tax P.D.F.S. 199 _____
Acc 213 715443
Henry W. Cook, Clerk of Court Duval County
By R. W. [Signature] Deputy Clerk

JOANN THOMAS
MY COMMISSION # 00183175 EXPIRES
MARCH 22, 1996
RECEIVED - JACKSONVILLE, FLORIDA

VOL 7693 PG0022

OFFICIAL RECORDS

EXHIBIT "A"

A tract of land in the Grant to Levin Gunby, Section 42, Township 1 South, Range 27 East, being a portion of Lots 21 and 22, Block 1, Unit One, Subdivision of Dames Point, according to plat recorded in the current public records of Duval County, Florida, in Plat Book 13, page 67, the land hereby conveyed being more particularly described as follows:

Commencing at the intersection of the Southerly right-of-way line of Dames Point Road (a 50 foot right-of-way as established by the County Engineer) with the most Easterly line of said Bayshore Company Unit 1, Subdivision of Dames Point being also the Westerly right-of-way line of Fox Street as shown on said Plat; thence North 64 deg. 29 min. 20 seconds west along said Southerly right-of-way line of Dames Point Road, 27.65 feet to the P. C. of a Curve to the right having a radius of 980.18 feet; thence around and along said curve to the right, North 54 deg. 47 min. West, 364.19 feet (chord distance and bearing) for a point of beginning; thence continuing around and along said curve to the right North 38 deg. 26 min. 49 seconds West, 90 feet (chord distance and bearing); thence South 34 deg. 00 min. 11 seconds East, 528 feet, more or less, to the Northeasterly bank of the St. Johns River; thence Southeasterly along said Northeasterly bank of the St. Johns River and following the meanderings thereof, 130 feet, more or less, to a point which lies South 29 deg. 31 min. 11 seconds West, 528 feet, more or less, from the point of beginning; thence North 29 deg. 31 min. 11 seconds East, 528 feet, more or less, to the point of beginning. (Parcel 140)

93-0137569
FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY, FLA

93 OCT 22 AM 9:52
RECORDS SECTION
[Signature]

Book 9109 Pg 67

Bk: 9109
Pg: 67 - 69
Doc# 98259238
Filed & Recorded
10/22/98
03:46:21 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00 DEED \$4,722.90

WARRANTY DEED

THIS INDENTURE is made this 5th day of October, 1998, by **EUGENE B. WILLIAMS** and **BEULAH WILLIAMS**, his wife, whose address is 9030 Dames Point Road, Jacksonville, Florida 32226, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Six Hundred Seventy Four Thousand, Six Hundred Ninety and 00/100 Dollars (\$674,690.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE#109273-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

Signed and Sealed in Our Presence as Witnesses:

Deborah G. Claytor
(sign name)

Deborah G. Claytor
(print name)

Deborah G. Claytor
(sign name)

Melanie M. Modlin
(print name)

Melanie M. Modlin
(sign name)

Deborah G. Claytor
(print name)

Melanie M. Modlin
(sign name)

Melanie M. Modlin
(print name)

GRANTOR:

Eugene B. Williams
Eugene B. Williams

SS# [REDACTED]

Beulah Williams
Beulah Williams

SS# [REDACTED]

3

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

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 5th day of October 1998, by Eugene B. Williams and Beulah Williams, his wife. They are personally known to me or have produced Drivers License as identification and did not take an oath.

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Notary Public, State of Florida at
Large.
My Commission expires:



SHAWANA D. CATUS
My Comm Exp. 12/01/98
Bonded By Service Ins
No. CC423921
 Personally Known Other I. D.

Book 9109 Pg 69

EXHIBIT "A"

Being a part of Lots 22 and 23 of the Bayshore Company Unit 1, Subdivision of Dames Point as recorded in Plat Book 13, page 67, of the current public records of Duval County, Florida, being more particularly described as follows:

Commencing at the intersection of the Southerly right of way line of Dames Point Road (a 50 foot right of way as established by the County Engineer) with the most Easterly line of said Bayshore Company Unit 1, Subdivision of Dames Point being also the Westerly right of way line of Fox Street as shown on said Plat; thence North 62 degrees 29 minutes 20 seconds West along said Southerly right of way line of Dames Point Road 27.65 feet to the P.C. of a curve to the right having a radius of 980.18 feet; thence around and along said curve to the right, North 60 degrees 33 minutes 35 seconds West, 66 feet (chord distance and bearing); thence continuing along said curve to the right, North 54 degrees 14 minutes 33 seconds West, 150 feet (chord distance and bearing) for a point of beginning; thence continuing along said curve to the right, North 45 degrees 27 minutes 59 seconds West 150 feet (chord distance and bearing); thence South 29 degrees 31 minutes 11 seconds West, 454 feet more or less to the Northeasterly bank of the St. Johns River; thence Southeasterly along said Northeasterly bank of the St. Johns River and following the meanderings thereof, 165 feet more or less to the point which lies, South 28 degrees 31 minutes 40 seconds West, 465 feet more or less from the point of beginning; thence North 28 degrees 31 minutes 40 seconds East 465 feet more or less to the point of beginning.

EXHIBIT A

Book 9109 Pg 93

Bk: 9109
Pg: 93 - 95
Doc# 98259250
Filed & Recorded
10/22/98
03:53:53 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00 .00
DEED

WARRANTY DEED

THIS INDENTURE is made this 21st day of October, 1998, by **SANDRA E. CARMICHAEL ST. GERMAIN** AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT KNOWN AS TRUST NUMBER 9028-05, whose address is c/o Heritage Investments Ltd., 10611 Saltzman Terrace, Jacksonville, Florida 32225, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Six Hundred Twenty Nine Thousand, Seven Hundred Twenty Seven and 60/100 Dollars (\$629,727.60)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE#109274-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

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

Signed and Sealed in Our Presence as Witnesses:

Melanie Modlin
(sign name)

Melanie M. Modlin
(print name)

Nathan K. Rogers
(sign name)

Nathan K. Rogers
(print name)

GRANTOR:

Sandra E. Carmichael St. Germain
Sandra E. Carmichael St. Germain
as Trustee under the provisions of
a Trust Agreement known as Trust
Number 9028-05

3

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

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 21st day of October 1998, by Sandra E. Carmichael St. Germaine as Trustee under the provisions of a Trust Agreement known as Trust Number 9028-05. She is personally known to me or has produced drivers license as identification and did not take an oath.



SHAWANA D. CATUS
My Comm Exp. 12/01/98
Bonded By Service Ins
No. CC423921
 Personally Known Other I.D.

Florida Drivers License

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Notary Public, State of Florida
Large.
My Commission expires:

MAP SHOWING BOUNDARY SURVEY

A TRACT OF LAND IN THE GRANT TO LEVIN GUNBY, SECTION 42, TOWNSHIP 1 SOUTH, RANGE 27 EAST, BEING A PORTION OF LOTS 23 AND 24, BLOCK 1, UNIT 1; SUBDIVISION OF DAMES POINT, ACCORDING TO PLAT RECORDED IN THE CURRENT PUBLIC RECORDS OF PLAT BOOK 13, PAGE 67, THE LAND HEREBY CONVEYED BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF DAMES POINT ROAD (A 50 FOOT RIGHT-OF-WAY AS ESTABLISHED BY THE COUNTY ENGINEERS) WITH THE MOST EASTERLY LINE OF SAID BAYSHORE COMPANY, UNIT 1, SUBDIVISION OF DAMES POINT, BEING ALSO THE WESTERLY RIGHT-OF-WAY LINE OF FOX STREET AS SHOWN ON SAID PLAT; THENCE NORTH 62 DEGREES 29 MINUTES 20 SECONDS WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF DAMES POINT ROAD, 27.65 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 980.18 FEET; THENCE AROUND AND ALONG SAID CURVE TO THE RIGHT, NORTH 60 DEGREES 33 MINUTES 35 SECONDS WEST, 66 FEET (CHORD DISTANCE AND BEARING) FOR A POINT OF BEGINNING, THENCE CONTINUING ALONG SAID CURVE TO THE RIGHT, NORTH 54 DEGREES 14 MINUTES 33 SECONDS WEST, 150 FEET (CHORD DISTANCE AND BEARING); THENCE SOUTH 28 DEGREES 31 MINUTES 40 SECONDS WEST, 509 FEET MORE OR LESS TO THE NORTHEASTERLY BANK OF THE ST. JOHNS RIVER; THENCE SOUTH-EASTERLY ALONG SAID NORTHEASTERLY BANK OF THE ST. JOHNS RIVER AND FOLLOWING THE MEANDERINGS THEREOF, 155 FEET MORE OR LESS TO A POINT WHICH LIES SOUTH 28 DEGREES 20 MINUTES 37 SECONDS WEST, 528 FEET MORE OR LESS FROM THE POINT OF BEGINNING; THENCE NORTH 28 DEGREES 20 MINUTES 37 SECONDS EAST, 528 FEET MORE OR LESS TO THE POINT OF BEGINNING; TOGETHER WITH RIPARIAN AND LITTORAL RIGHTS INCIDENT TO SUBJECT PROPERTY.

Book 9109 Pg 95

EXHIBIT A

Attachment B
Page 44 of 81 Pages
SSLL No. 160031802

Bk: 9172
Pg: 1076 - 1078
Doc# 98313264
Filed & Recorded
12/28/98
11:58:29 A.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

WARRANTY DEED

Book 9172 Pg 1076

THIS INDENTURE is made this 4th day of December, 1998, by **NANCY POLK WOOLFORD, III**, a single person whose address is 9004 Dames Point Road, Jacksonville, Florida 32226, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Four Hundred Ninety-One Thousand, Sixty-Nine and 00/100 Dollars (\$491,069.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE#109275-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

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

Signed and Sealed in Our Presence as Witnesses:

Melanie M. Modlin
(sign name)

Melanie M. Modlin
(Print Name)

Deborah G. Claytor
(sign name)

Deborah G. Claytor
(print name)

GRANTOR:

Nancy Polk Woolford, III
Nancy Polk Woolford, III

SS# [REDACTED]


(A)

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

Book 9172 Pg 1077

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of December 1998, by Nancy Polk Woolford, III, a single person who is personally known to me or has produced drivers license as identification and did not take an oath.


(sign name)

Shawana D. Catus
(print name)



Notary Public, State of Florida at
Large.
My Commission expires: 12/01/2002

Book 9172 Pg 1078

Part of Lot 24 of the Bayshore Company's Unit 1, Subdivision of Dames Point, as recorded in Plat Book 13, page 67, of the current public records of Duval County, Florida, and being more particularly described as follows: Beginning at the intersection of the Southerly right of way line of Dames Point Road (a 50 foot right of way as established by the County Engineer's Office), with the most Easterly line of said Bayshore Company's Unit 1, Subdivision of Dames Point being also the Westerly right of way line of Fox Street, as shown on said plat; thence North 62 degrees 29' 20" West along said Southerly right of way line of Dames Point Road, 27.65 feet to the P. C. of a curve to the right, having a radius of 980.18 feet; thence around and along said curve to the right, North 60 degrees 33' 35" West 66 feet (chord distance and bearing); thence South 28 degrees 20' 37" West 523 feet, more or less, to the Northerly bank of the St. Johns River; thence Southeasterly along the said Northerly bank of said St. Johns River 99.4 feet, more or less, to a point which lies South 27 degrees 55' 30" West 542 feet, more or less, from the point of beginning; thence North 27 degrees 55' 30" East 542 feet, more or less, to the point of beginning. Together with the Northwest $\frac{1}{2}$ of that part of Fox Street lying southerly of Dames Point Road as closed and vacated by Resolution of the Board of County Commissioners and recorded March 21, 1962, in Official Records Volume 1527, page 310.

EXHIBIT A

⑥ T/C# 94-74
DS 1845.90 / RD 15.00 ③

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

Book 7948 Pg 2495

Bk: 7948
Pg: 2495 - 2497
Doc# 94155329
Filed & Recorded
10/04/94
03:30:31p.m.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00
DEED \$ 1,845.90
Total \$1,860.90

WARRANTY DEED

THIS INDENTURE is made this 23rd day of September, 1994, by JOHN W. NICHOLS AND LOIS M. NICHOLS, his wife, whose address is 1160 Cahoon Drive, Jacksonville, FL 32221, ("Grantor") to the JACKSONVILLE PORT AUTHORITY, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

⑥

WITNESSETH:

Grantor, for and in consideration of the sum of **Two Hundred Sixty Three Thousand Six Hundred Sixty Dollars and No/100 Dollars (\$263,660.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof by this reference. (Parcel 143)

R.E. # 109217-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

Signed and sealed in our Presence:

Theresa R. Matchett
Theresa R. Matchett
(print name)

John W. Nichols
John W. Nichols
Social Security No: [REDACTED]

Melanie Modlin
Melanie Modlin
(print name)

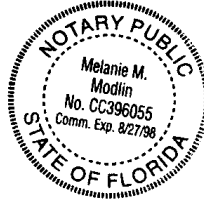
Lois M. Nichols
Lois M. Nichols
Social Security No: [REDACTED]

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

Book 7948 Pg 2496

STATE OF Florida
COUNTY OF Duval

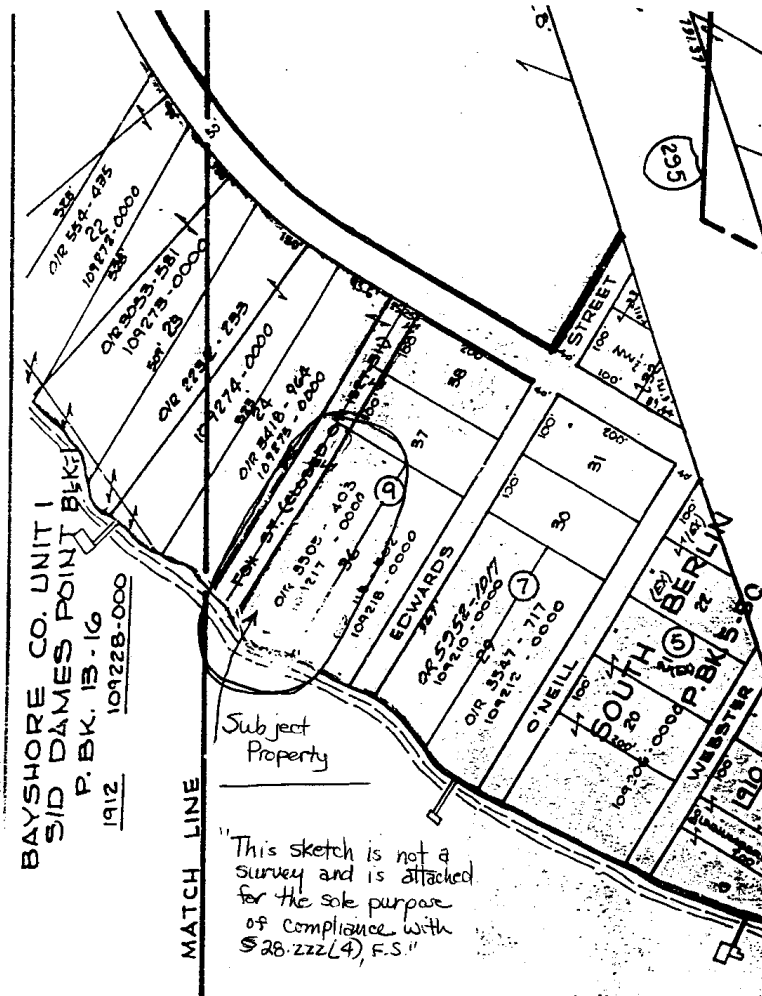
The foregoing instrument was acknowledged before me this 23rd day of September 1994, by John W. Nichols and Lois M. Nichols, his wife, who are personally known to me or produced Drivers License as identification and did not take an oath.



Melanie Modlin
(print name): Melanie Modlin
Notary Public, State of Florida at Large
My Commission Expires: _____

EXHIBIT "A"

That part of Block IX, according to plat of SOUTH BERLIN, recorded in Plat Book 5, Page 50, of the current public records of Duval County, Florida, more particularly described as follows: For point of beginning, commence at the iron pipe at the Northerlymost corner of Lot 36 in said Block; run thence Southwesterly along the Easterly line of Fox Street, 360 feet, more or less, to the waters of the St. Johns River; thence run down said river 100 feet, more or less, to a point which is equidistant from the Easterly line of Fox Street and the Westerly line of Edward Street, according to plat; run thence Northeasterly along a line equidistant between said streets to a point in the line dividing Lots 36 and 37 in said block, which point is also equidistant between said streets; run thence Northwesterly along the line dividing Lots 36 and 37, 100 feet to the point of beginning. The lands hereby described comprise the Northwesterly one-half of Lot 36 together with an easement as created by instrument recorded in Official Records Volume 4084, page 986 and Official Records Volume 4084, page 1020, of the current public records of Duval County, Florida for the purposes and subject to the terms and conditions of said instruments, said Block IX, together with that part of the Southeast one-half of said Fox Street lying adjacent to the above described lands.



RECORD AND RETURN TO GRANTEE

Book 8281 Pg 2292

GUARDIAN'S DEED

THIS GUARDIAN'S DEED is made and executed this 19 day of JANUARY, 1996 by VICTORIA BANK AND TRUST-TRUST DEPARTMENT, AS GUARDIAN OF THE ESTATE OF DOROTHY MITCHELL, incapacitated, the Ward's guardianship now being administered in the Circuit Court, Probate Division, Duval County, Florida, under Case Number 95-1517-CG, ("Guardian") to Jacksonville Port Authority, whose address is: 2831 TALLEYRAND AVE. JACKSONVILLE, FLORIDA 32206

WITNESSETH: That the Guardian, VICTORIA BANK AND TRUST - TRUST DEPARTMENT, by Petition applied to a Circuit Judge in and for Duval County, Florida, for an order authorizing a foreign guardian to manage the property of a non-resident ward and said Court having found the said VICTORIA BANK AND TRUST - TRUST DEPARTMENT AS GUARDIAN OF THE ESTATE OF DOROTHY MITCHELL to be duly qualified under the laws of the State of Florida to act as plenary guardian, rendered an Order dated the 14th day of September, 1995, and attached hereto, authorizing the Guardian to manage the property of the Ward, hereinafter described: and by a further Order dated September 14, 1995, the Court authorized the sale of such property.

NOW, THEREFORE, Guardian, for and in consideration of the sum of Ten and 00/100 (10.00) Dollars, and other good and valuable consideration to it in hand paid by Grantee, the receipt and legal sufficiency of which is hereby acknowledged has granted, bargained, sold and conveyed to the Grantee, its successors,, and assigns forever, the following described land, situate, lying and being in Duval County, Florida, to wit:

See Schedule "A" attached for Legal Description RE# 109218-0000

Subject to restrictions, easements and taxes for 1996. 6 DA

TOGETHER with al the tenements, hereditament and appurtenances thereto belonging or in anyway appertaining.

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

And the said Guardian does hereby covenant that it is the duly qualified and acting Guardian as aforesaid, that it has good right and lawful authority to execute this instrument, and that it will defend said lands against the lawful claims of all persons whomsoever claiming and holding by, through or under the Ward.

IN WITNESS WHEREOF, the said Guardian has hereunto executed this instrument under seal as of the day and year first above written.

Signed, Sealed and Delivered In Our Presence as Witnesses:

J. Milton Chapman (Signature)

VICTORIA BANK AND TRUST - TRUST DEPARTMENT AS GUARDIAN OF DOROTHY MITCHELL

Jennifer Heindl (Signature)

David Hill (Signature)

DAVID HILL Assistant Vice President Trust Officer

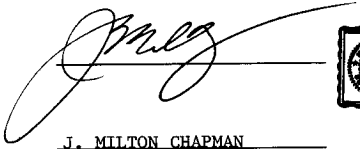
BY: BK: 8281 Pg: 2292 Doc# 96033915 Filed & Recorded 02/16/96 03:13:20 P.M. HENRY W. COOK COURT CLERK DUVAL COUNTY, FL REC. \$ 15.00 \$ 1551.20

Attachment B Page 51 of 81 Pages SSSL No. 160031802

Book 8281 Pg 2293

STATE OF TEXAS
COUNTY OF VIENNA

The foregoing instrument was acknowledged before me this 18th
day of January, 1996 by Victoria Bank and Trust, as Guardian of
Dorothy Mitchell, pursuant to authority granted by orders dated
September 14, 1995 who is personally known to me or has produced
_____ as identification and did/did not take an oath.



J. MILTON CHAPMAN
(Print Name)
Notary Public, State of Texas at Large
My commission expires:

That part of BLOCK IX, according to plat of SOUTH BERLIN, recorded in Plat Book 5, page 50, of the current public records of Duval County, Florida, more particularly described as follows:

For point of beginning, commence at the iron pipe at the Easterlymost corner of Lot 36 in said Block; run thence Southwesterly along the Westerly line of Edward Street, 360 feet, more or less, to the waters of the St. Johns River; thence run up said river 100 feet, more or less, to a point which is equidistant from the Westerly line of Edward Street and the Easterly line of Fox Street, according to plat; run thence Northeasterly along a line equidistant between said streets to a point in the line dividing Lots 36 and 37 in said block, which point is also equidistant between said Streets; run thence Southeasterly along the line dividing Lots 36 and 37, 100 feet to the point of beginning. The lands hereby described comprise the Southeasterly one-half of Lot 36 and of the unnumbered lots comprising said Block IX. Riparian rights appurtenant to the aforesaid lands are hereby included, but without warranty or guarantee of said riparian rights.

EXHIBIT A

Prepared by: Theresa R. Matchett, Esq.
Office of General Counsel
City of Jacksonville
1300 City Hall
220 E. Bay St.
Jacksonville, FL 32202

Book 7968 Pg 1331

RECORD & RETURN TO:
H. Joseph O'Shields, Esq.
Rogers, Towers, Bailey, Jones & Gay
1301 Riverplace Boulevard, Ste. 1500
Jacksonville, FL 32207
(904) 398-3911

Bk: 7968
Pg: 1331 - 1332
Doc# 94176361
Filed & Recorded
11/02/94
03:39:55 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 10.50
DEED \$ 356.30

WARRANTY DEED

THIS INDENTURE is made this 7th day of October, 1994, by JANE MILLER WYNN, an unmarried widow, whose address is P. O. Box 1799, Jacksonville, Florida 32201, ("Grantor") to the JACKSONVILLE PORT AUTHORITY, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of Fifty Thousand Eight Hundred Four Dollars and No/100 Dollars (\$50,804.00) and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

Lots 17 and 18, Block 4, SOUTH BERLIN, according to plat thereof recorded in Plat Book 5, page 50 of the current public records of Duval County, Florida.

R.E. # 109203-0000

Lot 37, Block 9, SOUTH BERLIN, according to plat thereof recorded in Plat Book 5, page 50, of the current public records of Duval County, Florida, together with that portion of the Southeast 1/2 of Closed Fox Street lying Northwest, adjacent and contiguous to Lot 37, Block 9.

R.E. # 109219-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

Signed and sealed in our Presence:

Cynthia E Herring
Signature
Cynthia E Herring
(print name)

Vicki D Reddish
Signature
Vicki D. Reddish
(print name)

Jane Miller Wynn
Jane M W
Jane Miller Wynn

Social Security No:
261 12 7273

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 7th day of October,
1994, by Jane Miller Wynn, an unmarried widow, who is personally known to me or produced
"personally known" as identification and did not take an oath.



Cynthia E Herring
(print name): Cynthia E Herring
Notary Public, State of Florida
at Large
My Commission Expires: 2/22/98

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Feb. 22, 1998

Book 9172 Pg 1335

Bk: 9172
Pg: 1335 - 1337
Doc# 98313351
Filed & Recorded
12/28/98
12:44:17 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

WARRANTY DEED

THIS INDENTURE is made this 1st day of December, 1998, by **JAMES K. EVANS** and **LINDA B. EVANS**, his wife, whose address is 8960 Dames Point Road, Jacksonville, Florida 32226, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Two Hundred Sixty-Four Thousand, Seventy-Three and 00/100 Dollars (\$264,073.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE#109220-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

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

Signed and Sealed in Our Presence as Witnesses:

Melanie Modlin
(sign name)

Melanie Modlin
(print name)

Vicki M Lewis
(sign name)

Vicki M. LEWIS
(print name)

Melanie Modlin
(sign name)

Melanie Modlin
(print name)

Vicki M Lewis
(sign name)

Vicki M. LEWIS
(print name)

GRANTOR:

James K. Evans
James K. Evans

SS# [REDACTED]

(2)

Linda B. Evans
Linda B. Evans

SS# [REDACTED]

L.B.

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

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of December 1998, by James K. Evans and Linda B. Evans, his wife. They are personally known to me or have produced drivers license as identification and did not take an oath.

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)



Notary Public, State of Florida at
Large.
My Commission expires:

Book 9172 Pg 1337

Lot 38, Block 9, SOUTH BERLIN, according to the plat thereof as recorded in Plat Book 5, Page 50, together with the Southeasterly one-half of that closed road lying immediately adjacent thereto as recorded in Official Records Volume 1527, page 311 of the current public records of Duval County, Florida.

EXHIBIT A

Book 8130 Pg 1293

Bk: 8130
Pg: 1293 - 1296
Doc# 95132908
Filed & Recorded
07/14/95
10:23:00 A.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 27.50
DEED \$ 1,551.20

WARRANTY DEED

THIS INDENTURE is made this 10th day of July, 1995, by C. SAM HANDLEE, JEAN H. YOUNG, LARRY L. YOUNG, ALICIA A. YOUNG, ANDREA J. YOUNG, ADAM H. YOUNG, WILLIAM P. HANDLEE, PAT K. HANDLEE, C. ALAN HANDLEE, ELIZABETH K. HANDLEE and WILLIAM J. HANDLEE whose address is 1039 Eagle Bend Court, Jacksonville, Florida 32226, ("Grantor"), to the JACKSONVILLE PORT AUTHORITY, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Two Hundred Twenty One Thousand, Five Hundred Forty and No/100 Dollars (\$221,540.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

SEE SCHEDULE "A" FOR LEGAL DESCRIPTION RE#109210-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

Signed and Sealed in Our Presence as Witnesses:

GRANTOR:

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

C. Sam Handlee
C. Sam Handlee

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

SS# [REDACTED]

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

Jean H. Young
Jean H. Young

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

SS# [REDACTED]

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

Larry L. Young
Larry L. Young

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

SS# [REDACTED]

8:00 July

4

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

Alicia A. Young
Alicia Ann Young
Alicia A. Young

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

SS# [REDACTED]

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

Andrea J. Young
Andrea J. Young

Melanie M. Modlin
(sign name) (print name) Melagie M. Modlin

SS# [REDACTED]

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

Jean H. Young
Guardian of Adam H. Young
Jean H. Young

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

SS# [REDACTED]

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

William P. Handlee
William P. Handlee

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

SS# [REDACTED]

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

Pat K. Handlee
Pat K. Handlee

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

SS# [REDACTED]

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

C. Alan Handlee
C. Alan Handlee

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

SS# [REDACTED]

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

William P. Handlee
Guardian of Elizabeth K. Handlee
William P. Handlee

Melanie M. Modlin
(sign name) (print name) Melagie M. Modlin

SS# [REDACTED]

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

William P. Handlee
Guardian of William J. Handlee
William P. Handlee

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

SS# [REDACTED]

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

Book 8130 Pg 1295

STATE OF FL
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 10th day of July 1995, by C. Sam Handlee, Jean H. Young, Larry L. Young, Alicia A. Young, Andrea J. Young, Adam H. Young, William P. Handlee, Pat K. Handlee, C. Alan Handlee, Elizabeth K. Handlee and William J. Handlee. They are personally known to me or have produced Driver's License + Student I.D.'s as identification and did not take an oath.

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Notary Public, State of FL at Large.

My Commission expires:



SHAWANA D. CATUS
My Comm Exp. 12/01/98
Bonded By Service Ins
No. CC423921

Personally Known Other I. D.

That part of Block VII, according to plat of SOUTH BERLIN, recorded in Plat Book 5, Page 50 of the current public records of Duval County, Florida, more particularly described as follows: For point of beginning, commence at the iron pipe at the Northerlymost corner of Lot 29 in said Block; run thence Southwesterly along the Easterly line of Edwards Street, 367 feet, more or less, to the waters of the St. Johns River; thence run down said river 100 feet, more or less, to a point which is equidistant from the Easterly line of Edwards Street and the Westerly line of O'Neill Street, according to plat; run thence Northeasterly along a line equidistant between said streets to a point in the line dividing Lots 29 and 30 in said Block, which point is also equidistant between said Streets; run thence Northwesterly along the line dividing Lots 29 and 30, 100 feet to the point of beginning. The lands hereby described comprise the Northwesterly one-half of Lot 29 and of the unnumbered lots comprising said Block VII. Riparian rights appurtenant to the aforesaid lands are hereby included, but without warranty or guarantee of said riparian rights.

EXHIBIT A

Book 8128 Pg 2317

Bk: 8128 - 2317
Pg: 2317 - 2319
Doc# 95131194
Filed & Recorded
07/12/95
10:59:35 A.M.
HENRY H. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00
DEED \$ 1,551.20

WARRANTY DEED

THIS INDENTURE is made this 10th day of July, 1995, by ALBERTA H. FERNLEY; CHRISTOPHER S. HANDLEE, WILLIAM PAT HANDLEE and FRANCES JEAN HANDLEE YOUNG, whose address is 1039 Eagle Bend Court, Jacksonville, Florida 32226, ("Grantor"), to the JACKSONVILLE PORT AUTHORITY, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of Two Hundred Twenty One Thousand, Five Hundred Forty and No/100 Dollars (\$221,540.00) and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

SEE SCHEDULE "A" FOR LEGAL DESCRIPTION RE#109212-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

Signed and Sealed in Our Presence as Witnesses:

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

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

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

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

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

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

Deborah G. Clayton
(sign name) (print name) Deborah G. Clayton

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

GRANTOR:

Alberta H. Fernley
Alberta H. Fernley

SS# [REDACTED]

Christopher S. Handlee
Christopher S. Handlee

SS# [REDACTED]

William Pat Handlee
William Pat Handlee

SS# [REDACTED]

Frances Jean Handlee Young
Frances Jean Handlee Young

SS# [REDACTED]

3

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

STATE OF Fl.
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 10th day of July, 1995, by Alberta H. Fernley, Christopher S. Handlee, William Pat Handlee and Frances Jean Handlee Young. They are personally known to me or have produced Drivers License as identification and did not take an oath.

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Notary Public, State of FL at Large.

My Commission expires:



SHAWANA D. CATUS
My Comm Exp. 12/01/98
Bonded By Service Ins
No. CC423921

Personally Known Other I. D.

That part of Block VII, according to plat of SOUTH BERLIN, recorded in Plat Book 5, page 50, current public records of Duval County, Florida, more particularly described as follows: For point of beginning, commence at the iron pipe at the Easterly most corner of Lot 29 in said Block; run thence Southwesterly along the Westerly line of O'Neill Street, 367 feet, more or less, to the waters of the St. Johns River; thence run up said river 100 feet, more or less, to a point which is equidistant from the Easterly line of Edwards Street and the Westerly line of O'Neill Street, according to plat; run thence Northeasterly along a line equidistant between said streets to a point in the line dividing Lots 29 and 30 in said block; which point is also equidistant between said streets; run thence Southeasterly along the line dividing Lots 29 and 30, 100 feet to the point of beginning. The lands hereby described comprise the Southeasterly one-half (1/2) of Lot 29 and of the unnumbered lots comprising said Block VII.

EXHIBIT A

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE is made this 2nd day of December, 1998, by **JOHN DAVID MATTHEWS** and **ROBERT MEIN MATTHEWS**, as Personal Representatives of the Estate of Dorothy Etheridge Matthews, deceased, whose address is 1809 Baffin Bay Drive, Plano, Texas 75075 and 7233 Norka Drive, Jacksonville, Florida 32210 ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Two Hundred Forty Five Thousand, Nine Hundred Twenty Three and 00/100 Dollars (\$245,923.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE# 109211-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

3

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

Signed and Sealed in Our Presence as Witnesses:

GRANTOR:

Vicki M. Lewis
(sign name)

John David Matthews
JOHN DAVID MATTHEWS, as
Personal Representative of the
Estate of Dorothy Etheridge
Matthews, deceased

VICKI M. LEWIS
(print name)

SS# The Estate of Dorothy Matthews
[REDACTED]

John L. Jourdain
(sign name)
JOHN L. JOURDAIN
(print name)

Bk: 9172
Pg: 1340 - 1342
Doc# 98313353
Filed & Recorded
12/28/98
12:44:17 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

Book 9172 Pg 1341

Vicki M Lewis
(sign name)

Vicki M. Lewis
(print name)

[Signature]
(sign name)

John L. Jourdain
(print name)

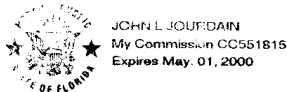
Robert Mein Matthews
ROBERT MEIN MATTHEWS, as
Personal Representative of the
Estate of Dorothy Etheridge
Matthews, deceased

SS# The Estate of Dorothy Matthews
[Redacted]

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

STATE OF FLORIDA
COUNTY OF DUVAL

~~November~~ The foregoing instrument was acknowledged before me this 25TH day of ~~December~~ 1998, by John David Matthews and Robert Mein Matthews, as Personal Representatives of the Estate of Dorothy Etheridge Matthews, deceased. They are personally known to me or have produced drivers license as identification and did not take an oath.



[Signature]
(sign name)

John L. Jourdain
(print name)

Notary Public, State of Florida at
Large.

My Commission expires: May 1, 2000

Book 9172 Pg 1342

Lot 30, Block 7, SOUTH BERLIN, according to the plat thereof as recorded in plat thereof as recorded in Plat Book 5, Page 50, of the current public records of Duval County, Florida.

TOGETHER WITH ANY RIGHTS ACROSS EDWARDS STREET AND TOGETHER WITH ANY RIPARIAN RIGHTS APPURTENANT THERETO.

EXHIBIT A

Handwritten signatures in black ink, appearing to be 'JDM' and 'RMM'.

|

Bk: 9172 - 1282
Pg: 1280 - 1282
Doc# 98313330
Filed & Recorded
12/28/98
12:44:17 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

Book 9172 Pg 1280

WARRANTY DEED

THIS INDENTURE is made this 1st day of December, 1998, by **JAMES LUTHER REEVES** and **MARGARET LOUISE REEVES**, his wife, whose address is 8928 Dames Point Road, Jacksonville, Florida 32226, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Three Hundred Nine Thousand, Four Hundred Forty Eight and 00/100 Dollars (\$309,448.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE# 109213-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

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

Signed and Sealed in Our Presence as Witnesses:

GRANTOR:

Melanie M. Modlin
(sign name)

James L. Reeves (circled)
JAMES LUTHER REEVES

Melanie M. Modlin
(print name)

SS# 417-48-1285

Deborah G. Clayton
(sign name)

DEBORAH G. CLAYTON
(print name)

Melanie M. Modlin
(sign name)

Margaret Louise Reeves
MARGARET LOUISE REEVES

Melanie M. Modlin
(print name)

SS# 49-54-4213

Deborah G. Clayton
(sign name)

DEBORAH G. CLAYTON
(print name)

Book 9172 Pg 1281

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

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 1st day of December 1998, by James Luther Reeves and Margaret Louise Reeves, his wife. They are personally known to me or have produced drivers license as identification and did not take an oath.

Shawana D. Catus
(sign name)

Shawana D. Catus
(print name)

Notary Public, State of Florida at
Large.

My Commission expires: Dec. 1, 2002



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

EXHIBIT "A"

Book 9172 Pg 1282

Lot Thirty-one (31), in Block Seven (7), lying and being in the Town of South Berlin, State of Florida, said lot being One Hundred (100) Feet front on O'Neil Street; thence running back Two Hundred (200) Feet in Center Street; thence running Southward One Hundred (100) Feet in Edward Street; thence Eastward Two Hundred (200) Feet, which lot adjoins lot on tract owned by R. W. Smith and recorded in Book "A.L." the third day of April 1883, on pages 184 and 185 of the former public records of Duval County, Florida.

Bk: 8942
Pg: 629 - 631
Doc# 98112794
Filed & Recorded
05/12/98
02:08:37 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00
DEED \$3,220.00

Book 8942 Pg 629

TRUSTEE'S DEED

THIS INSTRUMENT WAS PREPARED BY:
SIMON D. ROTHSTEIN, Attorney
SUITE 104, BROWARD BUILDING
4417 BEACH BOULEVARD
JACKSONVILLE, FLORIDA 32207

KNOW ALL MEN BY THESE PRESENTS that FIRST UNION NATIONAL BANK OF FLORIDA, a national banking association, successor by merger to Florida National Bank of Jacksonville, as Trustee of the Carlotta Townsend Alderman Trust under agreement dated February 26, 1964, a copy of which is recorded in Volume 2116, pages 566 through 622, of the official records of Duval County, Florida, GRANTOR, acting in pursuance and by virtue of the powers given to it by the Trust and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is acknowledged, has remised, released and conveyed, and does remise, release and forever convey to: JACKSONVILLE PORT AUTHORITY, a public body politic and corporate created and existing by virtue of Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206, GRANTEE, the following described property situated in Duval County, Florida, to-wit:

Parcel ID # 109206-0000

All of Block V (except Lots 22 and 23) of SOUTH BERLIN, according to the plat thereof as recorded in Plat Book 5, page 50, of the current public records of Duval County, Florida.

Subject to taxes accruing subsequent to December 31, 1997.

TO HAVE AND TO HOLD the above described premises with all its rights, easements and appurtenances to grantee, its successors and assigns, to its use and behoof forever.

AND grantor does covenant, for grantor, its successors and assigns, with grantee and its successors and assigns, that the premises is free from all encumbrances made by grantor but against none other.

IN WITNESS WHEREOF, First Union National Bank of Florida, as Trustee as aforesaid, has caused this instrument to be executed in its name by its Vice President and caused its corporate seal to be hereto affixed the 28th day of April, 1998.

(CORPORATE SEAL)

FIRST UNION NATIONAL BANK OF FLORIDA, as Trustee of the Carlotta Townsend Alderman Trust u/a dated February 26, 1964.

ATTEST:
Simon D. Rothstein
Its Trust Officer

By: Joseph A. Hanger
Its Vice President

(3)

Signed and sealed in our presence:

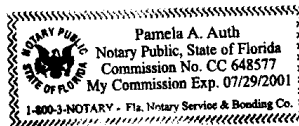
Book 8942 Pg 630

Janice Carroll
Pamela A. Auth

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on the 28th day of April, 1998, by Sennifer Hanigall and Suzi Rencham, Vice President and Trust Officer, respectively, of First Union National Bank of Florida, a national banking association, as Trustee of the Carlotta Townsend Alderman Trust u/a dated February 26, 1964, who are personally known to me or who produced _____ as identification.

Pamela A. Auth
Notary Public, State of Florida



(5/FUNB-ALD.JAX)

All of Block V (except Lots 22 and 23) of SOUTH BERLIN, according to the plat thereof as recorded in Plat Book 5, page 50, of the current public records of Duval County, Florida.

Book 8942 Pg 631

EXHIBIT A

Attachment B
Page 74 of 81 Pages
SSLL No. 160031802

Bk: 9172
Pg: 1085 - 1087
Doc# 98313267
Filed & Recorded
12/28/98
12:02:51 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00

Book 9172 Pg 1085

WARRANTY DEED

THIS INDENTURE is made this 2nd day of December, 1998, by **VIRGINIA C. STACKS**, a single person, whose address is 1512 Avant, Yulee, Florida 32097, ("Grantor"), to the **JACKSONVILLE PORT AUTHORITY**, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of **Seventy Thousand and 00/100 Dollars (\$70,000.00)** and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit A attached RE#109205-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

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

Signed and Sealed in Our Presence as Witnesses:

GRANTOR:

Melanie Modlin
(sign name)

Virginia C. Stacks
Virginia C. Stacks

Melanie Modlin
(print name)

SS# [REDACTED]

Deborah G. Clayton
(sign name)

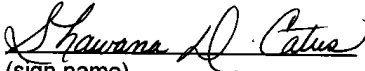
DEBORAH G. CLAYTON
(print name)

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

STATE OF FLORIDA
COUNTY OF DUVAL

Book 9172 Pg 1086

The foregoing instrument was acknowledged before me this 2nd day of December, 1998, by Virginia C. Stacks, a single person. She is personally known to me or has produced drivers license as identification and did not take an oath.


(sign name)

Shawana D. Catus
(print name)

Notary Public, State of Florida at
Large.

My Commission expires: 12/01/2002



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

Book 9172 Pg 1087

Lots 22 and 23, Block 5, SOUTH BERLIN, according to the plat thereof as recorded in Plat Book 5, Page 50, of the current public records of Duval County, Florida, less and except those lands described in Official Records Volume 6076, page 539.

EXHIBIT A

Attachment B
Page 77 of 81 Pages
SSLL No. 160031802

Item 94-75
DS-1278 2p / Red 10.50
Prepared by
Theresa R. Matchett
Assistant General Counsel
1300 City Hall
Jacksonville, FL 32202

Book 7948 Pg 2493

PERSONAL REPRESENTATIVE'S DEED

THIS PERSONAL REPRESENTATIVE DEED is made and executed this 23rd day of September, 1994, by CAROL W. PEPITONE, as Personal Representative of the ESTATE OF MABEL L. EMERY, deceased, whose address is 2265 The Woods Drive, Jacksonville, Florida, 32246 ("Grantor"), to the JACKSONVILLE PORT AUTHORITY, a body politic and corporate, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH:

28

Grantor, for and in consideration of the sum of One Hundred Eighty Two Thousand, Five Hundred Thirty Dollars and no/100 (\$182,530.00) and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof by this reference. (Parcel 154)

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

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

And the said Personal Representative does hereby covenant that she has good right and lawful authority to sell and convey the property and further warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming, by through, or under Grantor.

IN WITNESS WHEREOF, the said Personal Representative has hereunto executed this instrument under seal as of the day and year first above written.

Signed and Sealed in Our Presence:

Theresa R. Matchett
(Sign Name)

Theresa R. Matchett
(Print Name)

Melanie Modlin
(Sign Name)

Melanie Modlin
(Print Name)

x Carol W. Pepitone
Carol W. Pepitone, as Personal Representative of the Estate of Mabel L. Emery, deceased
2265 The Woods Drive
Jacksonville, Florida 32246

Book 7948
Pg: 2493 - 2494
Doc# 94155328
Filed & Recorded
10/04/94
03:30:30p.m.
HENRY H. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 10.50
DEED \$ 1,278.20
Total \$1,288.70

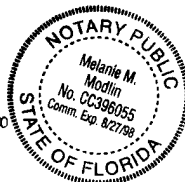
**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this 23rd day of September 1994, by Carol W. Pepitone, as Personal Representative of the Estate of Mabel L. Emery, deceased, who is personally known to me or has produced drivers license as identification and did/did not take an oath.

Melanie Modlin
Melanie Modlin
(Print Name)

Notary Public, State of Florida at Large.
My commission expires:

Return To: A. Joseph O'Shields, Esquire
Rogers, Towers, Bailey, Jones
+Gay
1301 Gulf Life Drive, Suite 1500
Jacksonville, FL 32207

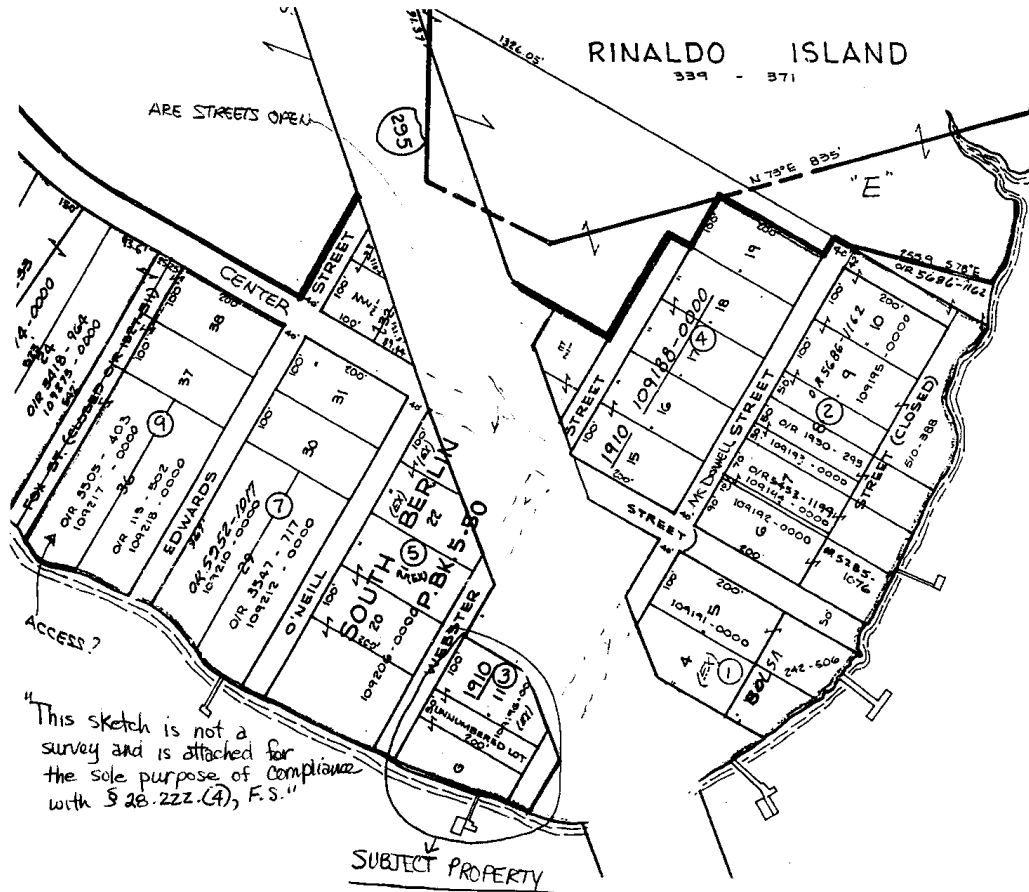


File No. 1694-1023
Firm File:

EXHIBIT A

Book 7948 Pg 2494

Lot 11, SOUTH BERLIN, 100 feet on McDowell St. running back 200 ft. to Webster St; also One other lot, piece, or parcel of land with the buildings and improvements thereon, situate, lying and being in County of Duval, State of Florida, to-wit: A fraction of a lot SW of and adjoining Lot 11; said fraction of a lot running 76 ft. on McDowell St.; thence running back 200 ft. to Webster St. and thence 76 ft. on Webster St. above described lots being according to plat or plan of South Berlin of record and Lot "G", all in Block Three (III), SOUTH BERLIN, according to plat thereof recorded in Plat Book 5, page 50 of the current public records of Duval County, Florida. Less and Except part recorded in Official Records Volume 5940, page 2195.



Book 8280 Pg 76

Bk: 8280
Pg: 76 - 77
Doc# 96031993
Filed & Recorded
02/14/96
02:15:35 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 10.50
DEED \$ 3,670.80

WARRANTY DEED

THIS INDENTURE is made this 9th day of February, 1996, by AMERICAN NATIONAL BANK OF FLORIDA, AS PLENARY GUARDIAN OF THE PROPERTY OF JOSEPHINE L. WELLS, an incapacitated person whose address is Post Office Box 10129, Jacksonville, Florida 32247-0129 ("Grantor"), to the JACKSONVILLE PORT AUTHORITY, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206 ("Grantee").

WITNESSETH: Grantor, for and in consideration of the sum of Five Hundred Twenty Four Thousand, Three Hundred Eighty Five and 60/100 Dollars (\$524,385.60) and other valuable consideration, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

Lots 4 and 5 and Portion of Closed Street, Block 1, South Berlin Subdivision, Section 42, Township 1 South, Range 27 East, City of Jacksonville, Duval County, Florida, less and except: any part within a state or county road.

RE#109190-0000
RE#109191-0000

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

TO HAVE AND HOLD the same in fee simple forever.

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

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

Signed and Sealed in Our Presence
as Witnesses:

[Signature]
(sign name)

Susan Slagle
(print name)

Deborah G. Clayton
(sign name)

DEBORAH G. CLAYTON
(print name)

GRANTOR:

AMERICAN NATIONAL BANK OF
FLORIDA, AS PLENARY
GUARDIAN OF THE PROPERTY
OF JOSEPHINE L. WELLS, AN
INCAPACITATED PERSON

By: [Signature]
J.W. Rogers, Vice President
Trust Officer

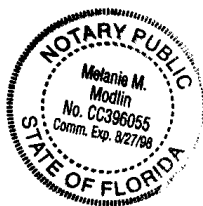
SS# [REDACTED]

(2)

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

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9th day of February, 1996, by J.W. Rogers, Vice President - Trust Officer of American National Bank of Florida, as Plenary Guardian of the Property of Josephine L. Wells, an incapacitated person. He is personally known to me or has produced Drivers License as identification and did not take an oath.



Melanie M. Modlin
(sign name)

Melanie M. Modlin
(print name)
Notary Public, State of Florida
Large.

My Commission expires:

Board of Directors Meeting - R2021-10-01 Engineering and Construction Update

KEY CAPITAL PROJECTS

No.	Contract Number	Project Description	Vendor	Scope	Original Contract Amt. (\$)	Approved Change Orders To Date	Total Contract as Amended	Payments to Date	Work Remaining To Invoice	Proposed Change Orders (PCO's)	Remarks
1	AE-1436D	Rehabilitate Wharfs 33 & 34	HDR Eng., Inc.	Engineering Services During Construction BIMT Wharf Reconstruction Phase II	\$1,813,479	\$828,000 Last CO #02 02/22/21	\$2,641,479	\$2,193,605	\$447,874	\$0	HDR awarded contract for Services During Construction. HDR is performing on-site daily observation including reports. Their services are critical in answering RFIs to keep the contractor working expeditiously. Change Order #4 increased contract to provide funding for contract completion.
	C-1436C		Manson Construction	BIMT Wharf Rehabilitation Phase II	\$51,021,172	\$358,623 Last CO #07 08/10/2021	\$51,379,795	\$44,594,513	\$6,785,283	\$0	Manson Construction Co was awarded the construction contract to build Phase 2A and 2B on BIMT wharf. Construction NTP was issued on December 3, 2018. Contract completion date is February 6, 2021. Contractor is behind schedule but making every effort to improve the schedule. Phase 2B Construction: Manson has completed driving all concrete pile. They have completed the demolition of existing waterside beam and piles. They are forming and pouring the bents to support the precast panels and have installed precast panels. They are prepping for their first concrete deck pour.
2	AE-1658	Upland Dredge Material Management Design & Construction	HDR Engineering	Engineering Design & Services During Construction for Toe Dike at Buck Island	\$340,055	\$58,967 Last CO #04 11/27/20	\$399,022	\$352,236	\$46,786	\$0	HDR completed the design documents and will be performing administrative services during construction which includes reviewing submittals,RFI's, change order requests, and monthly inspections.
	C-1737		Branche Diversified Inc.	Upland DMMA Construction Phase 1 - Buck Island	\$3,987,200	\$1,136,500 Last CO #04	\$5,123,700	\$4,976,700	\$147,000	\$0	Branche Diversified received a Notice to Proceed on November 24, 2020. Contract duration is 450 calendar days. Change Order #1 added moving an additional 50,000 CY of sand from Toe Dike construction area to Cell A. Branche Diversified has completed the construction of the toe dike and has placed 98% of material in new holding cell. Change Order #3 will authorize an additional 61,000 CY of material placed in the new holding cell.
	C-1737A		Branche Diversified Inc.	Remove Dredge Materials DMMA Cell "B" Buck Island	\$5,950,000		\$5,950,000	\$0	\$5,950,000	\$0	NTP issued September 21st 2021.
	AE-1737A		C&ES	Engineering & Inspection Services for Buck Island DMMA	\$116,032	\$0	\$116,032	\$42,006	\$74,026	\$0	\$0
3	AE-1728	Westrock Property Improvements	Tetra Tech, Inc	Westrock Property Concept & Design	\$262,600	\$3,500 Last CO #01 03/05/21	\$266,100	\$57,408	\$208,693	\$0	Tetra Tech, Inc has completed the survey of the property. Change Order 1 authorized a wetland survey that confirmed no wetlands on the property. Tetra Tech submitted a design concept. Concept has been amended and Tetra Tech is working on 30% design.
	C-1728		Realco Recycling Co., Inc.	TMT Westrock Buildings Demolition	\$606,570		\$606,570	\$57,408	\$549,163	\$0	Realco Wrecking was issued a Notice To Proceed on June 2, 2021. Contract duration is 180 days. Realco Wrecking has knocked down 50% of building and will begin to salvage material and haul off concrete. Project is progressing well.
6 4	C-1671	August Drive Sheet Pile Wall Replacement	Poseidon Dredge & Marine, Inc.	August Drive Sheet Pile Wall Replacement	\$2,276,305 \$2,276,305	\$0 \$46,402 Last CO #03 05/27/21	\$2,276,305 \$2,322,707	\$2,116,958	\$205,749	\$0	Poseidon Dredge & Marine, Inc has been awarded the contract to replace the sheetpile walls at the August Drive Bridge. Change Order #3 added additional demolition of concrete wing walls. The sheet pile has been installed on both sides of the bridge. PD&M is working on tie-backs, cathodic protection and the approach slabs. They are ahead of schedule.
5	AE-1611A	Pile Cap & Beam Rehab - TMT	HDR Engineering, Inc.	Design Services for Pile Jacket Program	\$141,569	\$71,200 Last CO	\$212,769	\$162,276	\$50,493	\$0	HDR Engineering provided design services and is providing Services During Construction for the pile jacket repair project at Berth 4 at TMT.
	MC-1611		Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning Berth 5	\$867,800	\$486,200 Option Yr 2	\$1,354,000	\$259,521	\$1,094,479	\$486,200	
	C-1611		Underwater Mechanix, Inc	TMT Pile Jacket Repair - Berth 4	\$630,299	\$258,520 CO #2 07/15/21	\$888,819	\$776,198	\$112,621	\$146,753	Underwater Mechnix, Inc. was awarded the contract to provide pile jacket repairs at TMT Berth 4. CO #1 added an additional 66 LF of pile jackets required after demo was completed. Materials have been received and UMX is proceeding with the installation of the jackets.
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	\$143,950	\$0	\$143,950	\$24,386	\$119,564	\$0	JACOBS was directed to design the pile jacket repairs on Berth 5 on May 25, 2021. They will start inspection and design of repairs after Underwater Mechanix cleans the pile.
6	AE-1742	Bartram Island Cell C Expansion Design/Permitting	Taylor Engineering, Inc.	Bartram Island DMMA Cell C Concept Development Design & Permitting	\$854,134	\$85,668 Last CO #04 08/25/21	\$939,802	\$885,261	\$54,540	\$0	Taylor Engineering has completed surveys and geotechnical investigation. Recommendations have been made to investigate 2 options. Construct a toe wall and off-load existing material into toe wall and determine optimum height to raise existing walls to create more capacity. Taylor Engineering is working on 90% drawings and submitted the FDEP permit application.

Financial Highlights

September 2021

Our stable performance continued through the final month of our fiscal year. We report Operating Revenues of \$5.056 million, slightly behind plan due to continued weakness in auto activity and lack of any cruise sailings.

Operating Expenses are under plan for the month by \$477 thousand. This was largely attributable to light berth maintenance dredging which was under budget by \$390 thousand as the planned Talleyrand dredge shifted into October.

For the month, we reported \$2.135 million in Income Before Depreciation, resulting in a \$658 thousand favorable variance to plan.

Year-To-Date

Our 2021 results are impressive considering the circumstances of the Pandemic. Total Operating Revenues are \$65.227 million, nearly \$6 million ahead of plan and \$106 thousand over prior year. Container revenue is the highlight of the year at \$34.565 million, surpassing prior year by \$1.7 million. In 2021, JAXPORT set a record of handling 1.407 million TEU's. All but one container terminal operator exceeded budget; some by double digits. Asian trade totaled 26% of total container activity, notwithstanding the fact that we experienced several blank sailings during the summer months.

Auto Revenue at \$15.251 million was slightly over budget by 2% and 1% below prior year. We reported 616 thousand units, up 13% from prior year, the result of Southeast Toyota processing over 27 thousand units more than prior year.

Bulk cargoes contributed to our favorable revenue variance as did Other Revenue which is comprised of Escort fees and Tipping fees. These tipping fees will not be repeated in 2022 as we are reserving capacity at our DMMA sites for our own dredge spoils.

We amended the SSA contract in July creating a \$10 million in Non-Operating Expense, but still report Net Income Before Depreciation of \$15.798 million, \$5.335 million ahead of plan.

BALANCE SHEET

We finish the year with a healthy, stable Balance Sheet. Cash is hovering just below \$17 million, Receivables increased during the month to \$7.110 million, higher than normal due to approximately \$1.8 million billed for dredging/spoil site deposits at month end. Core receivables of \$5.365 million are turning normally.

We reduced bonds payable by \$8 million during the year, in line with required amortization and we reduced our Short-Term Loan with the City by \$12.7 million with payments received from FDOT for Harbor Deepening.

Looking Ahead to 2022

2021 was a challenging year. Even without Cruise Revenue we exceeded budget. We attracted a new service in mid-summer, renegotiated the SSA contract to produce additional revenue going forward, and completed our 5-year Strategic Plan.

As we start the 2022 fiscal year, we are well positioned to leverage our most significant port improvement- completion of the harbor deepening project scheduled mid-2022- to produce increasing revenue and job growth.

VITAL STATISTICS

SEPTEMBER FY2021 - Cargo Performance

CARGO INDICATORS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	124	124	122	0%	2%	1,521	1,484	1,505	2%	1%
Total Tons	767,549	796,421	921,573	-4%	-17%	10,338,474	9,557,051	9,916,155	8%	4%
Total Revenue	\$5,055,962	\$5,060,260	\$5,221,060	0%	-3%	\$65,227,388	\$59,295,007	\$65,120,988	10%	0%

OPERATING REVENUE / STATISTICS

	VARIANCE					YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,690,354	\$2,588,688	\$2,836,630	4%	-5%	\$34,564,584	\$31,064,366	\$32,842,846	11%	5%
Container TEU's	107,474	105,423	118,811	2%	-10%	1,407,310	1,265,074	1,277,161	11%	10%
ICTF Rail Lifts	1,878	1,500	1,212	25%	55%	17,994	18,000	13,642	0%	32%
Auto Revenue	\$1,204,739	\$1,248,779	\$1,262,775	-4%	-5%	\$15,251,247	\$14,985,447	\$15,366,560	2%	-1%
Auto Units	40,650	49,063	50,030	-17%	-19%	616,215	588,755	547,480	5%	13%
Military Revenue	\$108,941	\$105,826	\$207,673	3%	-48%	\$1,352,806	\$1,270,000	\$1,396,490	7%	-3%
Military Units	446	356	1,666	25%	-73%	6,997	4,273	8,396	64%	-17%
Breakbulk Revenue	\$358,713	\$341,102	\$365,487	5%	-2%	\$4,880,043	\$4,093,136	\$4,008,773	19%	22%
Breakbulk Tons	67,443	65,484	84,819	3%	-20%	730,115	785,813	792,010	-7%	-8%
Liquid Bulk Revenue	\$173,759	\$109,376	\$139,371	59%	25%	\$1,558,679	\$1,312,622	\$1,570,450	19%	-1%
Liquid Bulk Tons	50,647	24,125	42,740	110%	19%	457,621	289,495	425,795	58%	7%
Dry Bulk Revenue	\$130,146	\$168,239	\$176,099	-23%	-26%	\$2,043,236	\$2,018,956	\$1,998,023	1%	2%
Dry Bulk Tons	18,041	66,819	93,963	-73%	-81%	781,896	801,824	789,341	-2%	-1%
Cruise Revenue	\$0	\$285,710	\$0	-100%	0%	\$0	\$2,000,000	\$1,896,597	-100%	-100%
Cruise Passengers	-	11,429	-	-100%	0%	-	80,000	74,865	-100%	-100%
Total Cargo Revenue	\$4,666,650	\$4,847,719	\$4,988,035	-4%	-6%	\$59,650,594	\$56,744,526	\$59,079,739	5%	1%
Other Revenue	\$389,312	\$212,540	\$233,025	83%	67%	\$5,576,794	\$2,550,480	\$6,041,249	119%	-8%

Jacksonville Port Authority
Comparative Income Statement (Unaudited)
For the 12 months ending 09/30/2021

	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	2,690,354	2,588,688	101,666	2,836,630	34,564,584	31,064,366	3,500,218	32,842,846
AUTOS	1,204,739	1,248,779	(44,040)	1,262,775	15,251,247	14,985,447	265,800	15,366,560
MILITARY	108,941	105,826	3,115	207,673	1,352,805	1,270,000	82,805	1,396,489
BREAK BULK	358,713	341,102	17,611	365,487	4,880,043	4,093,136	786,907	4,008,773
LIQUID BULK	173,759	109,376	64,383	139,371	1,558,678	1,312,622	246,056	1,570,451
DRY BULK	130,146	168,239	(38,093)	176,099	2,043,236	2,018,956	24,280	1,998,023
CRUISE	-	285,710	(285,710)	-	-	2,000,000	(2,000,000)	1,896,597
OTHER OPERATING REVENUE	389,312	212,540	176,772	233,025	5,576,794	2,550,480	3,026,314	6,041,249
TOTAL OPERATING REVENUES	5,055,962	5,060,260	(4,298)	5,221,060	65,227,388	59,295,007	5,932,381	65,120,988
OPERATING EXPENSES								
SALARIES & BENEFITS	1,422,726	1,479,699	(56,973)	1,453,632	17,464,842	17,585,522	(120,680)	16,973,469
SERVICES & SUPPLIES	337,542	340,857	(3,315)	249,544	3,820,946	4,090,702	(269,756)	3,952,227
SECURITY SERVICES	324,708	417,443	(92,735)	366,598	4,365,308	5,009,338	(644,030)	5,039,378
BUSINESS TRAVEL AND TRAINING	17,480	36,914	(19,434)	(2,895)	142,582	443,111	(300,529)	271,374
PROMO,ADV,DUES & MEMBERSHIPS	60,861	52,648	8,213	56,007	537,843	631,897	(94,054)	579,126
UTILITY SERVICES	35,351	66,996	(31,645)	148,220	669,388	803,875	(134,487)	849,665
REPAIRS & MAINTENANCE	262,443	150,978	111,465	228,419	1,945,019	1,812,165	132,854	1,955,805
CRANE MAINTENANCE PASS THRU	(33,361)	(37,500)	4,139	(37,141)	(463,430)	(450,000)	(13,430)	(390,607)
BERTH MAINTENANCE DREDGING	67,662	458,306	(390,644)	521,822	3,985,836	5,499,738	(1,513,902)	5,394,027
MISCELLANEOUS	13,028	19,506	(6,478)	11,695	155,773	234,457	(78,684)	162,595
TOTAL OPERATING EXPENSES	2,508,441	2,985,847	(477,406)	2,995,901	32,624,108	35,660,805	(3,036,697)	34,787,060
OPERATING INC BEFORE DS AND DEPR	2,547,522	2,074,413	473,109	2,225,159	32,603,280	23,634,202	8,969,078	30,333,929
NON OPERATING INCOME								
INVESTMENT INCOME	695	12,210	(11,515)	5,300	9,559	146,344	(136,785)	229,869
SHARED REVENUE FROM CITY	824,177	799,031	25,146	91,617	9,847,144	9,588,317	258,827	1,846,541
TOTAL NON OPERATING ITEMS	824,872	811,241	13,631	96,917	9,856,703	9,734,661	122,042	2,076,410
NON OPERATING EXPENSE								
DEBT SERVICE	1,237,565	1,408,117	(170,552)	1,160,886	15,946,243	22,897,400	(6,951,157)	20,300,932
SSA CONTRACT AMENDMENT	-	-	-	-	10,000,000	-	10,000,000	-
CONTRIBUTIONS TO TENANTS	-	-	-	-	-	-	-	900,539
CRANE RELOCATION	-	-	-	-	706,429	-	706,429	191
OTHER NON OP EXPENSE	(30)	682	(712)	(30)	8,904	8,140	764	9,205
TOTAL NON OPERATING EXPENSE	1,237,535	1,408,799	(171,264)	1,160,856	26,661,576	22,905,540	3,756,036	21,210,868
INCOME BEFORE DEPRECIATION	2,134,859	1,476,855	658,004	1,161,221	15,798,407	10,463,323	5,335,084	11,199,471

Jacksonville Port Authority
Balance Sheet (in thousands)
At September 30, 2021

	<u>September 30, 2021</u>	<u>August 31, 2021</u>	<u>September 30, 2020</u>
Current Assets			
Cash & cash equivalents	16,947	17,216	16,788
Restricted cash & cash equivalents	8,149	6,938	7,867
Accounts receivable, net	7,110	6,202	6,056
Notes and other receivables	388	498	1,138
Grants receivable	24,471	26,651	21,216
Inventories and other assets	2,011	2,021	1,667
Total Current Assets	59,076	59,526	54,732
Noncurrent Assets			
Restricted cash & cash equivalents	15,973	15,974	16,087
Restricted Cash for Cap Projects	345	1,072	3,457
Deferred outflow of resources	10,919	10,949	11,284
Capital Assets, net	850,833	848,658	849,045
Total Noncurrent Assets	878,070	876,653	879,873
Total Assets	937,146	936,179	934,605
Current liabilities			
Accounts payable	665	1,366	1,755
Construction accounts payable	2,812	2,688	3,293
Accrued expenses	1,067	863	895
Accrued interest payable	2,928	2,286	3,365
Retainage payable	803	803	803
Unearned Revenue	7,401	7,401	7,401
Bonds and Notes Payable	7,163	7,163	7,163
Total Current Liabilities	22,839	22,570	24,675
Noncurrent liabilities			
Unearned Revenue	117,810	118,310	129,022
Accrued Expenses	3,276	3,395	3,406
Line of credit	15,479	15,479	19,346
Bonds and notes payable	214,800	214,816	222,152
Short Term Borrowings - COJ	25,000	27,800	37,700
Other Obligations	8,537	8,537	8,537
Net Pension Liability	18,069	18,069	18,069
Deferred inflow of resources	1,461	1,461	1,461
Total Non Current Liabilities	404,432	407,867	439,693
Total Liabilities	427,271	430,437	464,368
Net Position	509,875	505,742	470,237



COMMERCIAL

REPORT

JAXPORT BOARD MEETING

October 2021

COMMERCIAL OVERVIEW

RECENT HIGHLIGHTS

- **Strong cargo FY: led by container record**
- **New Container Vessel Service:**
 - **Congested Service shift (HL; to begin in November)**
 - **Charter Vessel (OWE; November)**
 - ***Permanent new service (MSC; began in April)***
- **Vehicle volumes strong FY recovery; supply chain?**

NEW BUSINESS

NEW BUSINESS	CARGO TYPE	NOTES
Hapag Lloyd (AL3)	Container vessel service	<u>Port Rotation:</u> Antwerp, Belgium Hamburg, Germany London, UK CHS, US Jacksonville, US (<i>November 2021</i>) Norfolk, US
Charter Vessel	Container vessel service	Charter vessel from Asia (November 2021)
Amazon	Container	New import volumes for area facilities
Project Mound	Breakbulk	Paperboard from Eastern Europe



COMMERCIAL

REPORT

JAXPORT BOARD MEETING

October 2021