

# Board of Directors Meeting

January 22, 2024 09:00 AM



## Agenda Topic

## Presenter

### Agenda

I. Pledge of Allegiance/Moment of Silence

Palmer Clarkson

II. [Approval of Minutes](#)

Chair Daniel Bean

Board of Directors Meeting - December 4, 2023

III. Public Comments

IV. Presentation - Milestones

John Schnippert, 15 yrs., Manager, Public Safety Operations  
Presenter: Derrick Lewis

Rick Schiappacasse, 10 yrs., Director, Latin America, Reefer, Breakbulk, LNG  
Presenter: Robert Peek

Chelsea Kavanagh – 10 yrs., Chief Communications Officer  
Presenter: Eric Green

V. New Business

[BD2024-01-01 Talleyrand Lease Agreement](#)

Linda Williams

[BD2024-01-02 Sovereignty Submerged Land Lease](#)

James Bennett

Dames Point Marine Terminal Future Berth 13

[BD2024-01-03 Sovereignty Submerged Land Lease Renewal & Modification](#)

James Bennett

Dames Point Marine Terminal - Moran Towing Berth

[BD2024-01-04 Federal Channel Post-Construction Environmental Monitoring](#)

James Bennett

[BD2024-01-05 SSA JCT - Container Yard Improvements](#)

James Bennett

[AC2024-01-01 Terminal Development for SET](#)

James Bennett

CM at Risk GMP4 and GMP4B Packages  
JE Dunn Construction Company

VI. CEO Update

Eric Green

VII. Reports

[R2024-01-01 Engineering and Construction Update](#)

James Bennett

[R2024-01-02 Financial Highlights & Monthly Financials/Vital Statistics](#)

Joey Greive

R2024-01-03 Commercial Highlights

Robert Peek

R2024-01-04 Public Safety Update by Nick Primrose

Info Only

VIII. Other Business

Chair Daniel Bean

Approval of Travel

Approval of Travel - Chair Daniel Bean 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 month of February 2024.

IX. Miscellaneous

- A. Awards Committee Meeting Minutes - January 17, 2024
- B. Emergency Purchases - Hoist Cable
- C. Unbudgeted Transactions - None

X. Adjourn

Chair Daniel Bean

The next Board of Directors meeting is scheduled for Monday, February 26, 2024 @9:00AM.



**BOARD OF DIRECTORS MEETING  
Jacksonville Port Authority  
2831 Talleyrand Avenue  
December 4, 2023**

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A meeting of the Jacksonville Port Authority Board of Directors was held on Monday, December 4, 2023 at the Port Central Office Building, 2831 Talleyrand Avenue, Jacksonville, Florida. Chairman Bean called the meeting to order at 8:30AM and welcomed all attendees. Board Member Ed Fleming led the audience in the Pledge of Allegiance and a moment of silence.

**Board Members Attending:**

Mr. Daniel Bean, Chair  
Ms. Wendy Hamilton, Vice Chair  
Mr. Palmer Clarkson, Treasurer – via Zoom  
Ms. Soo Gilvarry, Secretary  
Mr. Ed Fleming, Member  
Mr. Tom Slater, Member

**Other Attendees:**

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

**Approval of Minutes**

Chairman Bean called for approval of the October 23, 2023 Board of Directors Meeting Minutes, the October 23, 2023 Workshop Meeting Minutes, and the November 15, 2023 Special Board Meeting Minutes. After a motion by Mr. Fleming and a second by Ms. Gilvarry, the Board unanimously approved all minutes as submitted.

**Public Comments**

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

**New Business**

**BD2023-12-01 Fire Station 48 Funding & Lease Agreement**

Mr. Justin Ryan presented this submission for Board approval of the execution of a grant agreement between the City of Jacksonville and the Jacksonville Port Authority for non-federal funding of the Fire Station 48 project.

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

**AC2023-11-01 Purchase of Two (2) Diesel-Electric Container Handling Cranes  
Liebherr-America, Inc. dba Liebherr USA, Co., Maritime Cranes**

Mr. James Bennett presented this submission for Board approval of the issuance of a contract to Liebherr-America, Inc. dba Liebherr USA, Co., Maritime Cranes for the purchase of two (2) STS diesel-electric container handling cranes in the amount of Euro (€) 27,821,571, estimated USD \$30,186,404.00.

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

**AC2023-11-02 Breasting Dolphins – Berth 22 Dolphin Additions  
TIC “The Industrial Company”**

Mr. James Bennett presented this submission for Board approval of the issuance of a contract to TIC “The Industrial Company” for Berth 22 Dolphin Additions in the amount of \$5,119,395.00.

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

**AC2023-12-01 TMT Hanjung Crane 8844 Refurbishment  
Global Rigging & Transport**

Mr. James Bennett presented this submission for Board approval of the issuance of a contract to Global Rigging & Transport for TMT Hanjung Cranes 8844 Refurbishment in the amount of \$1,825,500.00.

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

**AC2023-12-02 Continuation Project Order for SET – Additional Contingency Approval as Needed – JE Dunn Construction Company**

Mr. James Bennett presented this submission for Board approval of the issuance of Change Order No. 8 to JE Dunn Construction Company in the amount of \$2,105,895 for continuation project order for SET – additional contingency approval as needed.

**Presentation**

Chairman Bean recognized outgoing Board Member Jamie Shelton who served on the JAXPORT Board of Directors since 2016 and thanked him for his leadership and service.

**CEO UPDATE**

CEO Eric Green began his update by expressing gratitude towards the collaborative efforts of the port's partners in securing the funding for Fire Station 48. He emphasized pride in the anticipated positive impact and modernization the fire station will bring to the surrounding community. With funding secured, the project is set to move forward and Mr. Green anticipates breaking ground on the development next fall.

Mr. Green is pleased to announce that Ocean Network Express, an existing shipping line partner of the port, will begin a new weekly container service with JAXPORT starting in the spring of 2024. This new service will establish a direct link between the East Coast of the United States and ports in India and the Mediterranean. Notably, this marks the first time U.S. container importers and exporters will have the opportunity to establish direct connections with ports in this region through JAXPORT.

Mr. Green shared with the Board the significant achievements of JAXPORT in the month of November. In a remarkable week, the port successfully concluded three major deals, strategically positioning all three terminals for future growth. The first achievement involved securing a new tenant for the Talleyrand property that Southeast Toyota will be vacating. Mr. Green emphasized the team's success in negotiating a long-term lease with the new operator, with plans to present the details to the Board as early as January 2024. This proactive approach ensures continuous revenue growth for JAXPORT, as the new operator commits to taking over the property two years before Southeast Toyota's departure.

Secondly, JAXPORT has successfully acquired assets and control of the Dames Point container terminal and ICTF (Intermodal Container Transfer Facility). Mr. Green reported that the transition is progressing smoothly, with SSA currently managing terminal operations on a short-term basis. JAXPORT's team is evaluating the highest and best use of the property and working to identify a permanent terminal operator. He states that cargo continues to move through the terminal seamlessly and efficiently.

Mr. Green states that the third development involves the item that the Board just approved from James Bennett a few minutes ago. The port finalized the purchase of two new

container cranes funded by the state of Florida. These cranes will further enhance the port's cargo handling capabilities at Blount Island. JAXPORT's team worked diligently to negotiate a fair price while ensuring the port purchased cranes that will meet its needs for the long term.

Mr. Green celebrated the team's achievements, marking this week as a monumental one for JAXPORT.

Mr. Green informed the Board that JAXPORT hosted Florida Governor Ron DeSantis and UK Secretary of State for Business and Trade Kemi Badenoch for the signing of a Memorandum of Understanding to grow business and trade between Florida and the United Kingdom. JAXPORT was selected to host the event due to the recent growth in our European container businesses, including connections to the UK.

JAXPORT also welcomed Florida Attorney General Ashley Moody, who held a press conference here to announce JAXPORT becoming the first port in Florida to join the Attorney General's 100 Percent Club. The port trained all of its employees to identify and report human trafficking, and also encouraged its port partners to train their employees as well.

Mr. Green stated that the Florida Chapter of the Construction Management Association of America recognized the Jacksonville Harbor Deepening Project with its Project of the Year award last Friday, December 1. This award recognizes construction projects that serve as examples to the construction management industry and are true pinnacles of excellence and innovation. The award was presented to the US Army Corps of Engineers Jacksonville District as the lead on the project and JAXPORT as the sponsor. James Bennett accepted the award on JAXPORT's behalf.

Mr. Green also congratulated several members from JAXPORT's IT Department who received industry recognition for their skills and capabilities. He also thanked JAXPORT Board Members and JAXPORT employees for generously participating in the Forgotten Angel Toy Drive which benefits the Salvation Army. In particular, he thanked Ms. Susan Stewart, Legislative Aide, for spearheading JAXPORT's participation in this program each year.

Mr. Green then turned over the meeting to Mr. James Bennett who introduced the port's Equipment Management Team to present this month's JAXPORT Department Spotlight.

Mr. Brandon Blanton, Asset Manager of Blount Island, Talleyrand & Dames Point, introduced his team of Assistant Managers, and presented a power point showing areas of their responsibilities and how they maintain all of the equipment. He stated the team's mission is to ensure that all equipment is in operating order to minimize down time and continue the efficient movement of cargo.

## **Reports**

### **R2023-12-01 Engineering and Construction Update**

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

### **R2023-12-02 Financial Highlights & Monthly Financials/Vital Statistics**

Mr. Joey Greive provided Financial Highlights for the month of October 2023 and provided an overview of the financials and vital statistics.

### **R2023-12-03 Commercial Highlights**

Mr. Robert Peek provided commercial highlights to the Board for the month of December 2023.

### **R2023-12-04 Public Safety Update**

Mr. Nick Primrose provided a Public Safety Report as info only.

## **Other Business**

After a motion by Mr. Fleming and a second by Ms. Gilvarry, the Board unanimously approved travel by one or more Board Members of the Authority for business solicitation purposes or to attend any necessary conferences and/or meetings during the month of January 2024.

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



**SUBMISSION  
FOR  
BOARD APPROVAL**

**SUBJECT: Enstructure Lease at Talleyrand Terminal**

**COST: NA**

**BUDGETED: NA**

**BACKGROUND:** Enstructure, the parent company of tenants Seaonus and Portus, companies which have operated at JAXPORT since 2001, handles break bulk cargo on 41.9 acres at Talleyrand Terminal and military cargo on 7.8 acres at Blount Island. Enstructure responded to an RFQ seeking interest from parties interested in leasing space at JAXPORT's Talleyrand location once Southeast Toyota Distributors relocates to its new Blount Island facility when construction is completed in mid-2025. Enstructure presented a plan to create a premier Breakbulk and Ro-Ro terminal by combining their current operation at Talleyrand with the new facility.

**STATUS:** JAXPORT has successfully negotiated a new agreement with Enstructure. The term and contractual rates and charges within the Agreement have been reviewed and approved by JAXPORT's Executive Team.

The lease covers three (3 parcels): 55-acres owned by JAXPORT and two (2) parcels owned by Southeast Toyota related companies totaling approximately 22 acres located across Talleyrand from the waterfront terminal.

A fourth parcel of 1.4 acres includes a warehouse/storage facility, also located on Talleyrand. Enstructure has the option to lease this parcel which may be exercised over the next five years.

The three parcels owned by Southeast Toyota related companies are currently under a right of first refusal agreement between Southeast Toyota and related companies and JAXPORT. JAXPORT is in the process of formalizing a buy/sell agreement for these parcels.





The term of the Agreement is thirty (30) years with two (2) renewals of 5 years each, mutually agreeable. The beneficial occupancy date will be no greater than 60 days after the current tenant vacates the premises, expected August 2025. This is a net lease. Capital improvements for warehouse construction or other improvements will be the responsibility of the tenant. JAXPORT agrees to contribute up to \$500,000 to Enstructure towards disposal requirements under the MORAC which exists on the JAXPORT owned 50-acre parcel.

JAXPORT will generate approximately \$136,317,500 million dollars over the initial 30-year term of this agreement.

**RECOMMENDATION:** Management recommends that the Board approve the Facilities Lease Agreement and authorize its Chief Executive Officer or his designee to execute the Agreement.



**ATTACHMENT:** Lease Agreement

**RECOMMENDED FOR APPROVAL:**

Linda Williams  
Chief, Administration & Corp. Performance

*Linda Williams*  
Linda Williams (Jan 17, 2024 09:10 EST)  
\_\_\_\_\_  
Signature and Date

**SUBMITTED FOR APPROVAL:**

Eric Green  
Chief Executive Officer

*Eric B. Green*  
Eric B. Green (Jan 17, 2024 09:49 EST)  
\_\_\_\_\_  
Signature and Date

**BOARD APPROVAL:**

January 22, 2024  
Meeting Date

\_\_\_\_\_  
Rebecca Dicks/Recording Secretary

**ATTEST:**

\_\_\_\_\_  
Soo Gilvarry, Secretary

\_\_\_\_\_  
Daniel K. Bean, Chairman

**Facilities Lease Agreement**

**by and between**

**Jacksonville Port Authority**

**and**

**Enstructure Talleyrand Opco LLC**

**dated January \_\_, 2024**

**Facilities Lease Agreement**

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	<b>Exhibit C</b> LESSEE INSURANCE REQUIREMENTS	

## FACILITIES LEASE AGREEMENT

**THIS FACILITIES LEASE AGREEMENT** (this “Agreement”) is made and entered into as of this [REDACTED] day of January, 2024 (the “Effective Date”) by and between the **JACKSONVILLE PORT AUTHORITY**, a body politic and corporate created and existing under Chapter 2004-465, Laws of Florida, as amended (the “Authority”), and **ENSTRUCTURE TALLEYRAND OPCO LLC**, a Delaware limited liability company (the “Lessee”).

### WITNESSETH:

**WHEREAS**, the Authority is the owner of certain real property located in Jacksonville, Florida and more particularly depicted on Exhibit A, hereto (the “Premises”); and

**WHEREAS**, the Lessee desires to lease property and conduct business operations thereon; and

**WHEREAS**, the Authority is willing to lease that portion of its Terminal Facilities to the Lessee subject to the terms and conditions contained herein; and

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

### Article 1. DEFINITIONS

#### 1.1 Defined Terms.

In addition to terms defined elsewhere in this Agreement, the following words and terms as used in this Agreement and the preambles hereto shall have the following meanings unless the context or use clearly indicates another or different meaning or intent.

“Act” means Chapter 2004-465, Laws of Florida, as amended, and other applicable provisions of law.

“Act of Bankruptcy” means any of the following events:

(a) The Lessee (or any other Person obligated, as guarantor or otherwise, to pay the Premises Rental Fee hereunder) shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the Lessee (or such other Person) or of all or any substantial part of its property, (2) commence a voluntary case under the Bankruptcy Code, or (3) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(b) A proceeding or case shall be commenced and not dismissed within ninety (90) days thereafter, without the application or consent of the Lessee (or any other Person obligated, as guarantor or otherwise, to pay the Premises Rental Fee hereunder) in any court of competent jurisdiction, seeking (1) the liquidation, reorganization, dissolution, winding-up, or composition

or adjustment of debts, of the Lessee (or any such other Person), (2) the appointment of a trustee, receiver, custodian, liquidator or the like of the Lessee (or any such other Person) or of all or any substantial part of its property, or (3) similar relief in respect of the Lessee (or any such other Person) under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts.

“Applicable Environmental Law” shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §§9601 et. seq., the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §§6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§7401 et. seq., Chapters 376 and 403, Fla. Stat., and Chapters 360, 362 and 365, Jacksonville Ordinance Code and the regulations relating thereto, and any other local, state and/or federal laws or regulations whether currently in effect or hereafter enacted that govern (i) the existence, cleanup and/or remedy of contamination on property by a Hazardous Substance; (ii) the protection of the environment from spilled, deposited or otherwise emplaced contamination by a Hazardous Substance; (iii) the control of Hazardous Substances; or (iv) the use, generation, transport, removal or recovery of Hazardous Substances.

“Authority” means the Jacksonville Port Authority, a public body corporate and politic of the State of Florida, created and established pursuant to the Act.

“Bankruptcy Code” means Title 11 of the United States Code, as amended, and any successor statute or statutes having substantially the same function.

“Berthing Area” means that portion of the Terminal Facilities containing the dock facilities where the ships of the Lessee or the Lessee’s customers will be loaded and off-loaded, including, without limitation, berths #3, #4, and #5.

“City” means the City of Jacksonville, a municipality duly created by and validly existing pursuant to Chapter 92-341, Laws of Florida, as amended.

“Code” means the Internal Revenue Code of 1986, as amended, and the rulings and regulations (including temporary and proposed regulations) promulgated thereunder or under the Internal Revenue Code of 1954, as amended.

“Contract Year” means the twelve (12) month period commencing on the Date of Beneficial Occupancy, and each twelve (12) month period thereafter during the term of this Agreement.

“Date of Beneficial Occupancy” means the date the Lessee is able to take possession of the Premises, which shall be delivered in a condition reasonably suitable for the Permitted Use, in order to commence its operation of the Premises in accordance with the provisions of Section 4.1. The Date of Beneficial Occupancy shall be no later than sixty (60) days after the existing occupant vacates the Premises, which is currently anticipated no later than August 1, 2025. The Authority shall provide quarterly updates from the Effective Date to Lessee regarding the Date of Beneficial Occupancy.

“Effective Date” means the date set forth on the first page of this Agreement.



“Equipment” means all installations, fixtures, personalty, and other equipment, including accessions thereto and replacements thereof, required for the operation of the Premises, located on or to be constructed on the Land.

“Hazardous Material Contamination” shall mean the contamination of the improvements, facilities, soil, ground waters, air or of any other property as a result of Hazardous Substances on, under or emanating from the Premises, in excess of applicable State or Federal action levels, including Hazardous Material Contamination on, under or emanating from the Premises to the extent it migrates from the Premises.

“Hazardous Substance” means any substance which at any time shall be listed as “hazardous” or “toxic” in the regulations implementing CERCLA, RCRA, Chapters 376 or 403, Fla. Stat., Chapters 360, 362 or 365, Jacksonville Ordinance Code or which has been or shall be determined at any time by any agency or court to be a hazardous, dangerous or toxic substances regulated under the Applicable Environmental Law, including petroleum. “Hazardous Substance” shall also include source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 U.S.C. §§3011, et. Seq., as amended).

“Hazardous Substance Release” shall be interpreted in the broadest sense to mean the spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking or placing of any Hazardous Substance into the air or into or upon any land or waters, except as authorized by a then current and valid permit issued under the Applicable Environmental Laws.

“Improvements” means all of those buildings, improvements, structures and related facilities, including accessions thereto and replacements thereof, located on or to be constructed on the Land.

“Land” shall mean the land comprising the site of the Premises, as further described on Exhibit A hereto.

“Lessee” has the meaning set forth in the Preamble.

“MLW” means the calculated elevation of the average low tide determined by the Army Corps of Engineers.

“Person” means any natural person, firm, partnership, association, corporation, limited liability company, public body, or other legal entity.

“Premises” means a certain portion of the Authority’s property consisting of the Land and the Project constructed and installed at the Land.

“Terminal Facilities” means certain vessel berthing, cargo handling and storage facilities known as the Talleyrand Marine Terminal located in the City and owned and operated by the Authority.

1.2 **Rules of Construction.**

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The table of contents, captions, and headings herein are for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

(d) All references in this Agreement to particular “Articles” or “Sections” are references to articles or sections of this Agreement, unless otherwise indicated.

**Article 2.**  
**GRANT OF PREMISES**

Subject to the provisions and conditions hereinafter specified, the Authority hereby leases the Premises to the Lessee during the Term (as defined hereafter) for the uses identified herein.

**Article 3.**  
**TERM OF AGREEMENT**

3.1 **Term.**

This Agreement shall be effective as of the Effective Date. The initial term of this Agreement shall commence upon the Date of Beneficial Occupancy and continue for the period of time set forth on **Exhibit B** attached hereto (“Initial Term”) unless this Agreement is terminated sooner as provided herein.

3.2 **Extension or Renewal.**

The Authority and the Lessee agree that the Initial Term of this Agreement may be extended by the Lessee for two (2) additional periods of five (5) years each (each, an “Mutual Extension Option Term” and, together with the Initial Term, the “Term”) upon mutual agreement between the Authority and the Lessee (the “Extension Options”). Lessee shall notify the Authority of its request for a Mutual Extension Option no later than six months prior to the expiration of the then-current Initial Term or Mutual Extension Option Term. The Authority shall have sixty (60) days upon notification to approve the Mutual Extension Option. Notwithstanding anything to the contrary herein, the Lessee’s exercise of any renewal option is not binding on the Authority if, in the Authority’s reasonable determination, the Lessee is then in an uncured Default.

3.3 **Hold Over Period.**

In the event this Agreement is terminated or the Term expires, and the Lessee continues to remain in possession of or use or occupy the Premises, such continuation of possession or use shall not renew the Term but shall establish only a tenancy at sufferance between the parties hereto. Except as provided in this Section 3.3, the Lessee's use of the Premises during a tenancy at sufferance shall be governed by all of the provisions and conditions of this Agreement that were in effect immediately prior to termination. The Authority shall have the right at any time during such tenancy to invoke any remedy provided it under Florida law. During such tenancy at sufferance, absent written notice from the Authority to the contrary, all rental and other fees shall be charged at the greater of one hundred and fifty percent (150%) of the Authority's then current Tariff rates or one hundred and fifty percent (150%) of all rental and other fees described herein.

**Article 4.**  
**USE OF PREMISES**

4.1 **Use.**

(a) The Lessee is authorized to use and occupy the Premises to operate a transient cargo storage and cargo cross-dock facility and to offer the full services of a terminal operator and vessel stevedore and for any lawful purpose consistent with the foregoing (the "Permitted Use"). Transient cargo is defined as cargo that does not generally remain in storage on the Premises for a period greater than ninety (90) days, and includes, for the avoidance of doubt and without limitation, roll-on/roll-off cargo. Terminal operator and vessel stevedore may include, but are not limited to the receipt, storage, handling and delivery of cargo. The Authority retains an easement right to extend its North-South rail line on the Premises.

(b) The Lessee shall be prohibited from using any portion of the Premises for any purpose not specified in this Agreement, except with the prior written consent of the Authority, which consent may be granted or withheld in the Authority's sole and absolute discretion. Lessee is hereby expressly authorized to use the Premises for breakbulk, containers, project cargo, lift-on/lift-off and roll-on/roll-off cargo. Lessee shall request the Authority's written authorization prior to any use of the Premises for new bulk cargo commodities. The Authority must respond to such request within thirty (30) days, and the Authority's failure to respond within such period shall constitute approval of such request. Once approved, the Lessee may use the Premises for such commodity without further permission. No rights granted to the Lessee under this Agreement may be exercised in an area of the Terminal Facilities leased to another tenant, except with the prior written consent of the Authority, which consent may be granted or withheld in the Authority's sole and absolute discretion, and such tenant and then those rights may only be exercised subject to the obligations of that tenant under its lease with the Authority.

(c) The Lessee agrees to continuously use the Premises during the Term for the authorized purposes specified in this Section 4.1, to the extent not inhibited by damage or destruction to the Premises, eminent domain or *force majeure* pursuant to Section 11.4, Section 23.12 and Section 23.14, respectively.

4.2 **Representation.**

Neither the Authority nor its members, officers, employees or agents have made any representations or promises whatsoever with respect to the Premises or services to be provided by the Authority in connection with their use, except as expressly set forth herein. The taking of possession of the Premises shall be “as-is” by the Lessee and shall be conclusive evidence that the Premises were in an acceptable and safe condition at the time possession was initially taken by the Lessee regardless of any subsequent claim by the Lessee to the contrary.

**Article 5.**  
**THE PROJECT**

5.1 **Construction of Project.**

(a) Enstructure will construct at least one (1) ambient or other warehouse on the Premises at its own cost. The exact dimensions, specifications, and uses will be determined by Lessee based on market opportunity. The Lessee shall commence construction of the warehouse no later than January 2026, and shall target completion of the warehouse by January 2028, subject to timely receipt of permits, approvals and other factors outside of Lessee’s control. The Lessee will construct at least 200,000 square feet, or such lesser amount that is preapproved in writing by the Authority, of ambient or other warehousing space on the Premises at its sole cost during the Term (the “Project”), whether in one warehouse or in aggregate. The Lessee shall procure all required permits and approvals for the Project. The Authority shall provide reasonable assistance and access to the Lessee in its endeavors relating to permits or governmental approvals required in connection with the Project and cooperate by providing information available to it for the purpose of obtaining such permits and governmental approvals.

(b) In connection with construction of the Project, Lessee agrees that it shall comply in all material respects with, and shall include language in its contracts that requires its contractors, subcontractors and suppliers to comply in all material respects with, all building, zoning and other laws, statutes, ordinances, rules, regulations, orders and requirements of all federal, state, county and municipal governmental authorities and the approved specifications. All materials used with respect to the Project shall be new materials (except for the constructions of any rubble buildings in connection with the Project, or unless otherwise reflected in the plans and specifications approved by the Lessee), and all work performed with respect to the Project shall be performed in a good and workmanlike manner and diligently prosecuted to completion.

(c) Notwithstanding any contrary provisions herein, the Lessee’s access to the Premises for the purposes described in Sections 5.1(a) and 5.1(b) above shall be subject to: (i) provision of insurance as required in Article 11, and (ii) the Lessee’s indemnification provisions as set forth in Article 10.

5.2 **Project Cost.**

Costs of the Project will be paid by the Lessee.

5.3 **Dredging**

The Authority hereby agrees to provide for maintenance dredging for the Berthing Area. The Authority shall be responsible for the cost of maintenance dredging, channel and berth depth (a) to MLW 40 feet for berths #4 and #5, and (b) to MLW 34 feet for berth #3.

**Article 6.**  
**APPURTENANT RIGHTS**

6.1 **Access to Premises.**

Subject to the terms and conditions of this Agreement, and the common use with other users of the port facilities, the Lessee, its employees, agents and contractors, and its or their suppliers of materials and/or services shall have reasonable ingress to and egress from the Premises over roads, ways and areas ("Access Routes") now or hereafter provided by the Authority for that purpose. Absent emergency circumstances that preclude such ingress and egress, the Lessee shall have twenty-four (24) hours, seven (7) days per week use of the Access Routes for the purpose of accessing the Premises. No vehicle, piece of equipment or machinery shall be left in an inoperable condition or stored in the Access Routes by the Lessee or its agents, contractors, customers or suppliers. At any time the Authority may close, relocate, reconstruct or modify any or all means of access to the Premises, either temporarily or permanently; provided, that the Authority will use commercially reasonable efforts to locate and provide a suitable alternative means of access for the Lessee. The suitability of such alternative means of access shall be determined by the Authority in its sole and absolute discretion.

6.2 **Common Use.**

Subject to the terms and conditions of this Agreement, the Lessee is hereby also granted the right and privilege to non-exclusive use of all wharf and dock areas of the Terminal Facilities other than the portion constituting the Premises, together with any existing and all future improvements thereto affording common access to all other tenants of the Authority. At all times the Lessee's use of such areas and other improvements affording access shall, without exception, be in common with other users of the Terminal Facilities, as authorized or permitted by the Authority. Such common use of these facilities shall be subject to and utilized in accordance with all applicable federal, state and local laws and ordinances and such reasonable rules and regulations as may be adopted by the Authority for the regulation and control of its Terminal Facilities. Subject to Section V of Exhibit B hereto, the Lessee understands and agrees that it is not granted any exclusive or preferential right to use Authority's wharf and dock areas pursuant to this Agreement. Nothing contained in this Agreement shall prohibit the Authority from barring any person or entity from the Terminal Facilities that fails to comply with such laws, ordinances and rules and regulations. Except as specifically provided for in this Article 6 and Article 4, no other appurtenant or other rights are granted to the Lessee under this Agreement.

**Article 7.**  
**FEES AND CHARGES**

**7.1 Premises Rental Fee.**

As compensation for the use of the Premises, the Lessee agrees to pay rent to the Authority in the amount of the total annual Premises Rental Fee stipulated in **Exhibit B**, payable on a monthly basis.

(a) **Payments:** The monthly installments of the annual Premises Rental Fee shall commence as of the Date of Beneficial Occupancy as outlined in **Exhibit B** and shall be due and payable on the first day of each month in advance and without demand. Failure by the Lessee to pay the Authority the Premises Rental Fee when due each month, if not cured within the time period provided in Section 22.1(b) hereof, shall constitute an event of default as contemplated by Article 22 of this Agreement.

(b) **Late Fee Assessments For Non-Payment of Premises Rental Fee:** A late fee assessment of one and one-half percent (1.5%) per month (assessed on a daily basis at the rate of .000493 per day) on the outstanding balance of the Premises Rental Fee shall be imposed on payments not received by the Authority by the due date. The imposition of a late fee or the Authority's acceptance of a late or partial payment of any installment(s) of the Premises Rental Fee and/or any late fee assessment(s) shall not constitute a waiver of an event of default nor shall it prevent the Authority from exercising any other rights and remedies granted to it under this Agreement or by law. So long as any Premises Rental Fees and/or late fee assessments that are due remain unpaid, Lessee shall remain in default as defined in Article 22 and shall be obligated to pay all such fees and assessments even if the Authority has accepted a partial or late payment of such fees and assessments.

(c) **Proration of Rent:** If this Agreement commences on any day other than the first day of the month, or terminates on any day other than the last day of the month, the monthly installment of the annual Premises Rental Fee will be prorated by the Authority in proportion to the actual number of days the Lessee occupied the Premises during that month.

(d) **Adjustments to Premises Rental Fee:**

The Premises Rental Fee stipulated in **Exhibit B** shall be adjusted each year as provided for in **Exhibit B**.

Adjustment of the Premises Rental Fee described in **Exhibit B** shall apply without the necessity of formal amendment of this Agreement as contemplated in Section 23.3.

**7.2 Other Fees and Charges.**

Any other fees and charges due and payable to the Authority for other services rendered to the Lessee shall be assessed as stipulated in **Exhibit B**.

7.3 **Delinquent Fees.**

Delinquent fees for nonpayment of fees and charges, if not otherwise provided for herein, shall be assessed and handled in accordance with the Authority's published Tariff or its reissue.

7.4 **Books of Account and Auditing.**

(a) The Lessee shall maintain true and complete records and accounts of all cargo handled by it pursuant to its operations on the Premises or other areas and shall deliver to or make available to the Authority at the Lessee's office on the Premises those records which are reasonably necessary for the Authority to confirm the Lessee's obligations under this Agreement.

(b) The Authority shall have the right at any time to audit all of the records of the Lessee relating to all of its business transactions pursuant to this Agreement as reasonably necessary for the Authority to confirm Lessee's obligations under this Agreement. Upon request and reasonable notice to Lessee, the Lessee agrees to provide the Authority access on the Premises during reasonable business hours and at the Lessee's option, accompanied by a representative of the Lessee, in order to inspect the Lessee's books and records, and the Lessee agrees that throughout the entire Term that it will keep and preserve all documented evidence of such cargo information for at least five (5) years subsequent to the date that the cargo was handled on the Premises. The Authority's right to audit Lessee's books and records hereunder shall be limited to one audit per calendar year, and the Authority shall not have the right to audit Lessee's books and records more than once for any one fiscal year; provided, however, no such limitation shall apply during an Event of Default pursuant to Article 22 hereof.

(c) If the result of any audit by the Authority establishes that the volume of cargo handled by the Lessee has been understated by five percent (5%) or more, the entire expense of the audit shall be borne by the Lessee.

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

(e) Should the annual reconciliation or any audit reveal that the Lessee has understated the volume of cargo handled, the Lessee does not dispute such conclusion, and the Lessee does not make restitution within thirty (30) days from the date of receipt of written notice from the Authority, then, in addition to any other remedies available to the Authority, the Authority may terminate this Agreement, solely at its option, by written notice to the Lessee.

7.5 **Payment of Fees.**

The Lessee's obligation to pay any fees and charges owed to Authority assessed in connection with this Agreement is a separate and independent covenant and agreement, and the breach of any provision of this Agreement by Authority shall not discharge or relieve the Lessee from the Lessee's obligation to timely pay such amounts due. All charges and fees to be paid by the Lessee hereunder shall be paid when due, without notice or demand, except as expressly

provided for herein, and shall be absolute and unconditional and without any set-off, counterclaim, abatement, deduction or defense (other than payment) whatsoever.

7.6 **Net Lease.**

Notwithstanding anything contained herein to the contrary, the parties agree that this Agreement shall be construed as a “triple-net lease” whereby the Lessee shall be solely responsible for any expense or cost relating to the Premises, this Agreement or the Lessee’s use of the Premises during the Term of this Agreement, including, without limitation, taxes (ad valorem and personal property taxes, sales or use taxes, or otherwise); insurance (as described herein); utilities; repairs, replacement and maintenance of the Improvements; and security requirements.

**Article 8.  
UTILITIES AND OTHER SERVICES**

8.1 **Utility Charges.**

The Lessee shall be responsible for procuring all utility services including, but not limited to exterior lighting, necessary for its operation on the Premises and shall be responsible for promptly paying those persons or entities furnishing or providing it with these services. Such utility services may include, but are not necessarily limited to, water service, sewer service, electrical service, gas service, fuel, janitorial service, trash removal service, data communication service and telephone service.

The Authority shall be responsible for the provision and maintenance of all electrical, water and wastewater supply and distribution lines connecting to the meters on the Premises. Lessee shall bear the responsibility for the maintenance of all such supply and distribution lines located on its side of those meters.

8.2 **Utility Line Easements.**

Subject to the giving of prior written notice to the Lessee, the Authority reserves to itself and others the right to locate, relocate, construct, install, repair, operate, replace and maintain sewers and utilities upon and across the Premises at locations which do not unreasonably interfere with the Lessee’s use of the Premises. The Authority also reserves to itself and others the right to maintain existing utilities and other facilities.

**Article 9.  
TAXES AND ASSESSMENTS**

9.1 **Payment of Taxes and Assessments.**

During the Term, the Lessee agrees that it shall pay on or before the last day on which payment may be made without penalty or interest, all lawful taxes, assessments and other user fees, however named, specifically including any ad valorem tax, which may become a lien upon or which may be charged, assessed, imposed, or levied by the State of Florida, Duval County, the City of Jacksonville, any district or other governmental body upon the Premises or arise in connection with the Lessee’s occupancy or use thereof or upon any taxable interest of the Lessee



acquired in this Agreement, or any taxable possessory right that the Lessee may have in or to the Premises occurring as a result of its occupancy thereof. The Lessee recognizes and agrees that the Premises are exempt from ad valorem taxes and other taxes unless leased by the Authority to an entity like the Lessee that is subject to such taxation. In the event of any change in Florida law relating to the taxation of property, the Lessee agrees that it shall pay the entire amount of any taxes imposed on the Premises levied as a result of such change commencing with the first tax year such taxes are due and thereafter annually throughout the Term. None of the provisions, covenants or conditions of this Agreement shall constitute or be construed to be a release or waiver on the part of any lawfully empowered taxing authority of its right or obligation to assess, levy and collect from the Lessee any license, personal, intangible, occupation, ad valorem or other tax which shall be lawfully imposed on the business or property of the Lessee, or upon the Premises. The Authority agrees that it will provide any information currently in its possession relating to the valuation of the Premises for tax assessment purposes if requested to do so by the Lessee. The Lessee shall be responsible for any sales taxes imposed on the Lessee, this Agreement, or on the payments hereunder by the laws of the State of Florida. The Lessee shall reimburse the Authority for any stormwater and/or solid waste fees or any other user fee or assessments paid by the Authority in connection with the Premises.

## **Article 10. INDEMNIFICATION**

### **10.1 Indemnification/Hold Harmless of the Authority.**

(a) Except to the extent caused by the gross negligence or intentional misconduct of the Authority (all of the foregoing being subject, however, to the provisions and limitations of Section 768.28, Florida Statutes, and any other sovereign immunity limitations of applicable law, which are not waived or modified whatsoever), the Lessee hereby agrees that it shall protect, indemnify, defend and hold the Authority harmless from and against any and all claims, actions, demands, losses, penalties, costs, causes of action, expenses, including reasonable attorney's fees and expenses, liabilities, settlements, judgments and damages of whatsoever kind of nature, whether prosecuted by the Lessee or third parties, resulting from any act, action, or omission, including, but not limited to, personal injuries including death, property damage or any other loss arising out of, incidental to or in any way connected to the Lessee's activities on or its use and occupation of the Premises and/or the Terminal Facilities; any act of the Lessee or any of its agents, contractors, or licensees, including any claim, action, demand, loss, penalty, cost, expense, liability, settlement, judgment, damage or injury occasioned by the escape, discharge, dispersal, release, seepage, leakage or spillage of any Hazardous Substance used or handled by the Lessee, including the acts of its agents, employees, contractors and subcontractors. Each party shall give to the other party notice of any claim made or suit instituted that, in any way, affects the other party or its insurers. The Lessee and/or its insurers shall have the right to compromise and defend the same to the extent of their own interest. For purposes of this Article 10, the term "Authority," as it relates to parties for whose actions the Authority is responsible, shall include its governing board, officers, employees, agents, contractors, subcontractors, licensees, and assigns and the term "Lessee," as it relates to parties for whose actions the Lessee is responsible, shall include its subsidiaries, contractors, subcontractors, agents, employees, subtenants, licensees and assigns. In any and all claims or demands against the Authority by any employee of the Lessee or any of the Lessee's contractors, subcontractors or anyone directly or indirectly employed by any of them or

anyone for whose acts any of them may be liable, the indemnification obligations under this Article 10 shall not be restricted or reduced by any limitation on the amount or type of the damages, compensation or benefits payable by or for the Lessee or any of the Lessee's subcontractors under Worker's Compensation Acts, Disability Acts or other employee benefits laws.

(b) If any claim, action or proceeding is made or brought against the Authority against which the Authority is indemnified pursuant to this Section 10.1 or any other provision of this Agreement, then, the Lessee, at its sole cost and expense, shall diligently resist or defend such claim, action or proceeding in the Authority's name. The foregoing notwithstanding, the Authority may engage its own attorneys, at the sole cost and expense of the Lessee, to defend it or to assist in its defense.

(c) When a claim is caused by the joint negligence or willful misconduct of the Lessee and the Authority, the Lessee's duty to protect, indemnify, defend and hold the Authority harmless shall be in proportion to the Lessee's allocable share of the joint negligence or willful misconduct.

(d) The provisions of this Section 10.1 shall survive the expiration or termination of the Term as such provisions may relate to any claim or demand that arose during the time this Agreement was in force and effect.

## 10.2 **Environmental Indemnification.**

(a) The Lessee hereby agrees that it shall indemnify, defend and hold the Authority harmless against any and all claims, actions, injuries, demands, losses, liabilities, penalties, costs, expenses and damages incurred by the Authority arising as a result of the Lessee's activities on or its use and occupation of the Premises or the Terminal Facilities that are in violation of any Applicable Environmental Laws or that lead to an environmental claim or penalty against the Authority, which were created or caused by the Lessee or any Person acting by, through or under the Lessee. In the event the joint acts or omissions of the Authority and the Lessee should give rise to any environmental claim, action, injury, demand, loss, liability, penalty, cost, expense or damage, the responsibility for such environmental liability shall be apportioned according to each party's pro rata share of the entire liability. In determining the pro rata share of each party in the entire liability, their relative degrees of fault shall be the basis for allocation of liability. The principles of equity applicable to contribution generally shall apply. Each party shall give to the other party notice of any claim made or suit instituted that, in any way, affects the other party or its insurers. The Lessee or its insurers shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the Authority for any cause for which the Lessee is liable under this Agreement shall be conclusive against the Lessee as to liability and amount. For purposes of this Article 10, the term "Authority," as it relates to parties for whose actions the Authority is responsible, shall include its governing board, officers, employees, agents, contractors, subcontractors, licensees, and assigns and the term "Lessee," as it relates to parties for whose actions the Lessee is responsible, shall include its subsidiaries, contractors, subcontractors, agents, employees, subtenants, licensees and assigns.

(b) The Authority shall indemnify, defend, and hold the Lessee harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses including, without

limitation, penalties, fines, and reasonable attorneys' fees, to the extent incurred in connection with or arising from the presence of Hazardous Substances introduced in, on, under, or about the Premises (i) as a result of the actions of the Authority whether in the past, present, or as a result of future contamination or (ii) prior to the Date of Beneficial Occupancy.

(c) The provisions of this Section 10.2 shall survive the expiration or termination of the Term as such provisions may relate to any environmental claim or demand that arose during the time this Agreement was in force and effect.

## **Article 11. INSURANCE**

### **11.1 Procurement and Maintenance of Insurance.**

Throughout the Term, without limiting its liability, or the sovereign immunity of the Authority under Section 768.28, Florida Statutes and other sovereign immunity limitations of applicable law, the Lessee shall procure and maintain, at its sole cost and expense, insurance policies of the type and with the minimum limits as stipulated in Exhibit C. The insurance policies must be issued by a company or companies meeting the following criteria (the "Insurer Criteria"): (i) such company or companies shall be either (a) authorized to do business in the State of Florida or (b) an eligible surplus lines insurer under Florida laws; and (ii) such company or companies shall have a Best's Rating of "A" or better and a Financial Size Category of "VII" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company. If, during this period when an insurer is providing the insurance as required by this Agreement, an insurer shall fail to comply with the Insurer Criteria, as soon as the Lessee has knowledge of any such failure, the Lessee shall immediately notify the Authority and replace the insurance provided by the insurer with an insurer meeting Insurer Criteria within thirty (30) business days.

This insurance must insure against all liabilities for death, injuries or damages arising out of or in connection with the Lessee's use and occupancy of the Premises and/or the Terminal Facilities or the Lessee's business operation conducted thereon. The Lessee must also procure and maintain in force, throughout the Term, fire and extended coverage on all of the Equipment and the Improvements in the amount of their full insurable value naming both the Authority and the Lessee as insureds. The Lessee shall furnish to the Authority certificates evidencing such insurance, naming and endorsing the Authority as an additional insured under the Lessee's Commercial General Liability Coverage and Terminal Operator's and Stevedores Liability Coverage. Certificates or binders evidencing the existence thereof, all in such form as the Authority's risk manager may require, shall be delivered to the risk manager upon the execution of this Agreement. Each such policy or certificate shall contain a valid provision or endorsement stating that:

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

"This policy will not be canceled or materially changed or altered without first giving sixty (60) days written notice in advance thereof to the Risk Specialist, Jacksonville Port Authority, P.O. Box 3005, Jacksonville, Florida 32206."

**11.2 Review and Adjustment of Insurance.**

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

**11.3 Authority's Insurance.**

The Authority is a body politic and corporate chartered by the State of Florida, and as such, is subject to the provisions of Section 768.28, Florida Statutes. Accordingly, the Authority maintains a program of self-insurance that will respond to any liability of the Authority arising under this Agreement. The Lessee understands that the Authority's self insurance coverage will not cover physical damage, theft or other loss of the cargo or property or equipment of the Lessee stored or used on the Premises except and only to the extent such loss or damage is caused by the negligence of the Authority. It is incumbent upon the Lessee to carry and maintain such types and amounts of insurance it deems necessary to fully protect its own cargo, property and equipment.

**11.4 Damage or Destruction.**

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

(b) If the Premises (excluding the Project) and/or the Berthing Area are partially damaged or destroyed by fire or other casualty, thereby rendering the Premises (excluding the Project) and/or the Berthing Area, as applicable, partially inaccessible or unusable, the Authority shall restore and repair the Premises (excluding the Project) and/or the Berthing Area to substantially the same condition it was in prior to such damage, except as set forth in Section 11.4(a).

(c) If the Premises (excluding the Project) and/or the Berthing Area are totally or substantially damaged by fire or other casualty, thereby rendering the Premises (excluding the Project) and/or the Berthing Area, as applicable, totally or substantially inaccessible or unusable, the Authority may elect whether to restore and repair the Premises (excluding the Project) and/or the Berthing Area to substantially the same condition it was in prior to such damage. The Lessee shall be entitled to prorated rent abatement for any portion of the Premises (excluding the Project) that is unusable for more than sixty (60) days. If the Authority elects to not restore and repair the Premises (excluding the Project) and/or the Berthing Area, then the Lessee may terminate the Agreement.

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

**Article 12.**  
**RELOCATION OF LESSEE**

The Authority reserves the right to require the Lessee to relocate all or a part of the Lessee's operations on the Premises to another location on the Authority's Terminal Facilities reasonably suitable for Lessee's business (which must include, for avoidance of doubt, comparable wharf access and warehousing) during the Term, any renewal term or holdover of this Agreement. The determination of such necessity is to be determined exclusively by the Authority at its sole discretion. The Authority shall pay the reasonable costs of any such relocation (including, *e.g.*, the cost of building comparable warehousing), and the relocation shall not require Lessee to suspend its operations for more than thirty (30) days.

**Article 13.**  
**MAINTENANCE AND REPAIRS**

**13.1 Maintenance and Repairs.**

During the Term the Lessee shall perform all maintenance, repairs, and replacements on the Premises at its sole cost and expense. The Lessee shall keep the Premises and any improvements located thereon in a good and clean state of repair and preservation, making all necessary and proper replacements and repairs including, but not limited to, replacing all light bulbs and performing all ballast maintenance on lights on the Premises. The accumulation of trash, discarded equipment or parts on the Premises and adjoining road rights-of-way, shall be prohibited and the Lessee must maintain a trash and waste disposal service for the Premises. The Lessee shall provide, at its own cost, such custodial and housekeeping services for the Premises as it may desire.

**13.2 Authority's Inspection and Entry Rights Relating To Maintenance and Repairs.**

The authorized representatives of the Authority shall have the right at all reasonable times and upon reasonable notice, during normal working hours, or at any time without notice in case of an emergency, to enter upon the Premises and at the Lessee's option, shall be accompanied by a representative of the Lessee, for the following purposes:

(a) To inspect the Premises to determine whether the Lessee has complied and is complying with the provisions and conditions of this Agreement. This right of inspection reserved to the Authority imposes no obligation on the Authority to make inspections to ascertain the condition of repair or preservation of the Premises or the improvements thereon and imposes no liability upon the Authority for failure to make such inspections.

(b) To perform maintenance and make repairs and replacements in any case where the Lessee is so obligated and has failed to do so within ten (10) days after receipt of written notice from the Authority to act. The entire cost of said repair, maintenance and replacement, plus fifteen percent (15%) in administrative costs, shall be paid by the Lessee to the Authority within thirty (30) days from the date of the Authority's invoice.

(c) To perform any emergency repairs deemed necessary by the Authority to eliminate any dangerous condition to which the Lessee does not immediately respond or for which immediate repairs are required under the circumstances. The entire cost of such repair,

maintenance and replacement, plus fifteen percent (15%) in administrative costs, shall be paid by the Lessee to the Authority within thirty (30) days of the date of the Authority's invoice.

13.3 **Effect of Entry.**

No method of entry authorized herein and made by the Authority shall cause or constitute grounds for the termination of this Agreement by the Lessee or be deemed to constitute an interference with the Lessee's possession or use of the Premises.

**Article 14.**  
**ALTERATIONS AND IMPROVEMENTS**

14.1 **Consent Required.**

Not in limitation of Article 5, Lessee may at its own cost make alterations and/or improvements to the Premises, including, for example, constructing buildings and structures or installing additional equipment on the Premises, demolishing existing buildings and structures on the Premises, and/or modifying the Premises to accommodate increased capacities and facility improvements, including the increase of rail storage and installation of additional equipment. The Lessee shall submit an annual capital project list to the Authority for approval, which shall include all of Lessee's planned alterations and improvements for the applicable Contract Year that are projected to cost more than \$100,000 (the "Annual Capital Projects List"). The Lessee shall not make any improvement to the Premises or alteration to any improvement located thereon without having first obtained the written consent of the Authority, which consent shall not be unreasonably withheld, conditioned, or delayed, and the Authority must respond within ten (10) business days of receipt of the Lessee's Annual Capital Project List or other alteration or improvement approval request from Lessee, as applicable. Once approved, the Lessee may perform all such alterations and improvements without further permission. In addition, Lessee may perform any alterations and improvements under \$100,000 without prior consent of the Authority. All plans and specifications for any alterations or improvements shall be provided to the Authority upon completion of construction. Should the Lessee desire to make alterations or improvements to the Premises or any improvement located thereon (including any Permitted Alteration), with respect to alterations or improvements that are not Permitted Alterations, the Lessee may only commence construction upon receipt of the Authority's written consent. For the purposes of this Agreement, the term "Permitted Alterations" means: (a) any alterations and/or improvements listed on an approved Annual Capital Project List, and (b) any other alteration or improvement that does not exceed \$100,000 in cost.

14.2 **Indemnification.**

The Lessee shall indemnify and save Authority harmless from all loss, damage or liability of any kind or nature by reason of or resulting from Lessee's making any alterations, additions or improvements to the Premises. Except as otherwise expressly provided for herein, any alterations, additions or improvements, excluding personal property, furniture, trade fixtures, and other movable property not attached to the Premises, made by the Lessee to the Premises shall become and remain the property of the Authority at the termination of this Agreement or at the time Lessee surrenders occupancy of the Premises. At its option, the Authority may, however, require the

Lessee to remove or cause to be removed any such alterations, additions or improvements and restore the Premises to the condition existing at the date of the commencement of the Term of this Agreement, ordinary wear and tear excepted.

14.3 **“As Built” to be Provided.**

After construction of any additions, alterations, or improvements is completed, the Lessee shall promptly provide a set of as-built drawings to the Authority at no cost to the Authority.

**Article 15.  
ASSIGNMENT, SUBLETTING AND TRANSFER**

The Lessee shall not assign or otherwise transfer any of the rights granted to it by this Agreement, nor shall the Lessee sublease, assign or otherwise transfer any interest in or to the Premises or any improvement located thereon to any third party without the prior written consent of the Authority, which consent may be granted or withheld in the Authority’s sole and absolute discretion. Any change in Lessee’s ownership involving the transfer of shares comprising twenty-five percent (25%) or more of the Lessee’s outstanding voting shares shall be considered a change in ownership which shall require written approval of the Authority for continuation of this Agreement. Such approval shall be given at the sole discretion of the Authority regardless of any other provision of this Agreement to the contrary. No assignment, sublease or transfer will release the Lessee from any of its obligations or responsibilities under this Agreement unless the Authority grants the Lessee a release in writing.

**Article 16.  
NO INDIVIDUAL LIABILITY**

No appointed member of the Authority, or officer, agent, director or employee of either party hereto shall be held contractually or personally liable under this Agreement because of any breach of the Agreement or because of its execution or attempted execution by such individual.

**Article 17.  
LAWS, ORDINANCES, RULES AND REGULATIONS TO BE OBSERVED**

17.1 **Unauthorized Use.**

The Lessee shall not use or permit the use of the Premises or the Terminal Facilities for any purposes not authorized by this Agreement.

17.2 **Unlawful or Hazardous Use Prohibited.**

The Lessee shall not use or occupy the Premises or permit it to be used or occupied for any unlawful purpose or for any purpose not contemplated by Article 4 that is reasonably determined by the Authority to be hazardous.

17.3 **Compliance with the Law.**

The Lessee shall comply with and shall cause its officers, employees, agents, invitees, guests, contractors and any other persons over whom it has control (including, but not limited to all persons invited or welcomed by the Lessee for any purpose) to comply with all applicable municipal, state and federal laws, ordinances, and rules and regulations, including, but not limited to, those adopted by the United States Occupational Safety and Health Administration, United States Customs and Border Protection, United States Coast Guard, United States Environmental Protection Agency, Florida Department of Environmental Protection, Florida Department of Transportation, United States Department of Transportation, Florida Department of Highway Safety and Motor Vehicles, Florida Department of Law Enforcement, Florida Department of Transportation Office of Motor Carrier Compliance, and the Jacksonville Port Authority Security Division. The Lessee shall also ensure compliance with the Oil Pollution Act of 1990, 33 C.F.R. Part 105, Section 311.12 Florida Statutes, the Authority's rules and regulations governing the use of its Terminal Facilities by its tenants including the Authority's Seaport Security Plan adopted in accordance with 33 C.F.R. Part 105 and Section 311.12 Florida Statutes, and the Authority's published Tariff or its reissue. In the event any municipal, state or federal agency implements any law, ordinance, statute, rule or regulation requiring the Authority, as the Terminal Facilities owner, to perform any protective or preventative operating function, it shall be the responsibility of the Lessee to perform these functions at its expense, provided that the necessity of such function or functions is due to the presence of Lessee's operation on the Premises and/or the Terminal Facilities.

Lessee shall grant unimpeded access to its leased areas to the Florida Department of Law Enforcement, as well as Authority and its assigned agents, to include Authority's security personnel, security contractors, and when directed, Jacksonville Sheriff's officers to carry out routine and unannounced inspections of the Premises for compliance with Section 311.12, Florida Statutes and the Maritime Transportation Security Act. Additionally, the Authority's Director of Security or his or her designee will function as the incident commander during man-made or natural disasters or incidents occurring on the Authority's property in accordance with its approved Section 311.12, Florida Statutes and 33 C.F.R. Part 105 security plans. The Authority will retain full authority during any and all emergency situations to take such actions deemed necessary to ensure the safety and security of public seaport property and personnel.

17.4 **Permits and Licenses.**

The Lessee shall be responsible for obtaining all local, state and federal permits, approvals, and/or licenses as may be necessary for it to operate the Premises according to the terms of this Agreement. The Lessee shall maintain, in accordance with applicable law, permits, approvals and licenses it has obtained under Section 5.1 throughout the Term and shall submit copies to the Authority if requested to do so at no cost to the Authority.

17.5 **Fines or Penalties.**

The Lessee will defend, hold harmless and reimburse the Authority for any fine or penalty assessed against the Authority that is imposed as a result of the Lessee's failure to comply with any law, ordinance, rule or regulation.



**17.6 Inspection of Premises to Verify Compliance.**

The authorized representatives of the Authority shall have the right, at all reasonable times and upon reasonable notice, during normal working hours, to enter upon any part of the Premises and at the Lessee's option, accompanied by a representative of the Lessee, to verify the Lessee's compliance with applicable laws and regulations and with the provisions and conditions of this Agreement. The authorized representatives of the Authority shall have the right to enter upon any part of the Premises at any time in the case of emergency.

**17.7 Other Rules and Regulations.**

Unless stated otherwise in this Agreement, all rules and regulations stipulated in Authority's published Tariff or its reissue shall apply to operations on the Premises and Terminal Facilities; provided that, in the event of any inconsistency or conflict between the terms and conditions outlined in this Agreement and the Authority's published Tariff or its reissue, the terms, conditions and provisions of this Agreement shall control and take precedence.

**Article 18.**

**ENVIRONMENTAL MANAGEMENT, COMPLIANCE AND RESPONSIBILITY**

**18.1 General Environmental Obligations of the Lessee.**

The Lessee shall:

(a) maintain the Premises in compliance in all material respects with any Applicable Environmental Law and be responsible for making any notification or report required to be made under such law concerning the Premises to the designated governmental authority;

(b) obtain and maintain in full force and effect all material governmental approvals required by any Applicable Environmental Law for operations on the Premises;

(c) expeditiously cure at its expense and to the reasonable satisfaction of the Authority any material violation of Applicable Environmental Law at the Premises and/or Terminal Facilities, at Lessee's sole cost and expense, to the extent such violation is attributable to events or conditions that arose from Lessee's operations on the Premises and/or the Terminal Facilities on or after the Date of Beneficial Occupancy;

(d) not create or operate at the Premises and/or the Terminal Facilities any (i) landfill or dump or (ii) hazardous waste facility or solid waste disposal facility as defined pursuant to RCRA or comparable state or local law; and

(e) not manufacture, use, generate, transport, store, release, dispose of or handle any Hazardous Substance at the Premises and/or Terminal Facilities except in the ordinary course of business as of the Date of Beneficial Occupancy, except in *de minimis* amounts, in compliance with Applicable Environmental Law, without the prior written permission of the Authority or if permitted under the Authority's Tariff or its reissue.

18.2 **Fueling and Maintenance Areas.**

In the event the Premises contains a site designated for maintenance and fueling of vehicles, equipment or containers, the Lessee shall maintain, or cause such site to be maintained, in a safe and orderly manner in compliance with applicable law. The Lessee shall allow no material discharge or leakage of Hazardous Substances (including petroleum and petroleum products) on the Premises, nor any *de minimis* discharge or leakage which, when combined with other discharges or leakages would qualify as a material discharge or leakage. Any above ground fuel tanks or mobile tanks that may be installed or used on the Premises shall be protected and operated in compliance with all Applicable Environmental Laws and in accordance with this Article 18.

18.3 **Remediation of Environmental Damage.**

Lessee, at its sole cost and expense, shall expeditiously conduct or cause to be conducted to the reasonable satisfaction of the Authority and in accordance with any Applicable Environmental Law any response or action necessary to remove, remediate, clean up, or abate any material Hazardous Substance Release, threatened Release, or disposal of Hazardous Substances not permitted under applicable law to the extent such response action is attributable to the use or occupancy of the Premises by Lessee, or its employees, agents, contractors, licensees, subtenants, or invitees. Lessee shall be responsible for the remediation of any contamination to the environment caused by any Hazardous Substance Release resulting from operations of Lessee, or its employees, agents, contractors, licensees, subtenants or invitees conducted on the Premises and/or the Terminal Facilities during the Term (or that occurs during any period of holding over as contemplated by Section 3.3), or that occurred through no fault of the Authority or its agents, at any time after Lessee's initial occupancy of the Premises, including without limitation, the payment of all investigative, clean up or restoration costs associated therewith.

Notwithstanding the foregoing, except to the extent caused by Lessee or its employees, agents, contractors, licensees, subtenants, or invitees, Lessee shall not be responsible for any costs or expenses related to the compliance of the Premises with any Applicable Environmental Law and/or the monitoring, testing, removal, cleaning, abatement, or remediation of any Hazardous Substances on, under or about the Premises, including, without limitation, Hazardous Substances in the ground water or soil present on or before the Date of Beneficial Occupancy or caused by the acts or omissions of the Authority or any other person, agent, employee, invitee, or entity.

The Authority and Lessee agree that the Authority will remain liable for any environmental conditions existing at the Premises prior to Lessee's Date of Beneficial Occupancy, including, for the avoidance of doubt, any cleanup, remediation or monitoring requirements to support warehouse development or the implementation of any Permitted Alteration at the Premises. All construction shall be consistent with the existing Memorandum of Agreement for a Restrictive Covenant ("MOARC") covering the Premises. The Lessee shall be responsible for the costs of complying with the MOARC during construction. However, the Authority agrees to contribute up to \$500,000 towards the disposal requirements for construction under the MOARC.

**18.4 Lessee's Duty to Report; Authority's Right of Entry.**

The Lessee shall give immediate oral and written notice to the Authority upon receiving notice of the happening of any event involving an emission, spill, release, or discharge of a Hazardous Substance into or upon (i) the air, (ii) soils or any improvements located thereon, (iii) surface water or groundwater, or (iv) the sewer, septic system or waste treatment, storage or disposal system serving the Premises. The Lessee shall also immediately report and submit a written notice to the Authority upon receiving a complaint, order, directive, claim, citation or notice by any governmental authority or any other person or entity with respect to (v) air emissions, (vi) spills, releases, or discharges to soils or any improvements located thereon, surface water, ground water or the sewer, septic system or waste treatment, storage or disposal systems serving the Premises and/or portion of the Terminal Facilities used by the Lessee, (vii) noise emissions, (viii) solid or liquid waste disposal, (ix) the use, generation, storage, transportation, or disposal of toxic or Hazardous Substances or wastes, or (x) other environmental, health or safety matters affecting the Lessee, the Premises, or any improvements located thereon, or the business conducted thereon.

Without limiting the foregoing, the Authority shall have the option, but shall not be obligated, to exercise any of its rights as provided in this Agreement and may enter onto the Premises upon reasonable notice, and at the Lessee's option, accompanied by a representative of the Lessee, for the following purposes:

To inspect the Premises during regular business hours, or at any time in case of emergency to determine whether Lessee is complying with the terms and conditions of this Article 18. This right of inspection reserved to the Authority shall impose no obligation on the Authority to make such inspections and imposes no liability upon the Authority for failure to make such inspections

To take any actions it deems necessary or advisable to monitor, clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Substances Release, or complaint upon the Authority's receipt of any notice from any person or entity asserting the happening of a Hazardous Substance Release or a complaint on or pertaining to the Premises and/or Terminal Facilities; provided that if any monitoring, testing, removal, cleaning, abatement, or remediation, or restriction (other than monitoring, testing, removal, cleaning, abatement, remediation, or restriction arising as a result of the Lessee's activities on or its use and occupation of the Premises or the Terminal Facilities that are in violation of any Applicable Environmental Laws) would restrict Lessee from utilizing all or a material portion of the Premises for a consecutive period of one hundred eighty (180) days, then all rent, impositions and other charges related to the affected portion of the Premises shall be proportionally reduced for such applicable period of time.

No entry by the Authority upon the Premises as outlined above shall cause or constitute grounds for the termination of this Agreement by the Lessee or be deemed by the Lessee to constitute an interference with the Lessee's possession.

**18.5 Environmental Inspection.**

The Authority reserves the right and may, during normal business hours on business days and upon reasonable notice or at any time without notice in case of an emergency, enter upon the Premises and at the Lessee's option, accompanied by a representative of the Lessee, for the purpose of determining the Lessee's compliance with the provisions of this Agreement relating to environmental matters. Throughout the Term, the Authority shall be granted complete access to all records maintained by the Lessee relating to the use or storage of Hazardous Substances on the Premises. The Lessee shall provide the Authority with copies of any and all reports prepared by its environmental consultants pertaining to "reportable events" and the environmental condition of the Premises within twenty-four (24) hours of receipt by the Lessee's management. Nothing in this Agreement is intended to provide access to the Authority to documents that are attorney-client privileged or covered under the attorney work product doctrine or waive Lessee's rights in regard to such documents.

**18.6 Removal of Hazardous Substances and Equipment.**

The Lessee shall remove, or cause to be removed, from the Premises at its expense, as appropriate, by the date of termination of this Agreement any Hazardous Substances or equipment utilized to manufacture, generate, transport, treat, store, release, dispose or handle any Hazardous Substance used by the Lessee in the course of the Lessee's business.

**Article 19.  
SECURITY**

The Lessee assumes all responsibility for the security and protection of the Premises, including, but not limited to compliance at Lessee's expense with Section 311.12, Florida Statutes, and the Federal Maritime Transportation Security Act, 33 C.F.R., Part 105. Any additional security deemed necessary by the Lessee specifically for the Premises shall be the responsibility of Lessee and shall be procured by the Lessee at its sole expense.

**19.1 Burden of Compliance.**

Pursuant to the requirements of Section 17.3 hereof, the Lessee must comply with all laws imposing security requirements and measures relative to the Lessee's use and occupation of the Premises and the Terminal Facilities. Specifically, the Lessee understands and agrees that it shall bear the primary responsibility of compliance with the requirements of Section 311.12, Florida Statutes, as amended and 33 C.F.R., Part 105. Such compliance includes the payment of the costs and expenses of all operational requirements related to mandated security measures as well as the payment of all costs for security related infrastructure that must be installed or maintained on the Premises, including the cost of interfacing the information technology features of Lessee's security system with the security system of the Authority. The Lessee agrees that it shall be responsible for the payment of all such costs and expenses. The Authority agrees that it shall reasonably cooperate with the Lessee by coordinating the efforts of the parties whenever the security measures required of each can best be served by a cooperative effort. The Lessee recognizes that the Authority has certain security responsibilities imposed on it by law as the owner of the Premises and in its capacity as a public deep water port.

The Lessee therefore agrees that the Authority retains full and final decision-making authority for all security related matters.

**19.2 Security Access.**

The Lessee agrees that it will grant the Authority unrestricted access to the Premises in order for Authority to determine and ensure compliance with, and to carry out any day-to-day implementation of security plans and policies necessary to achieve compliance with, any and all applicable local, state or federal laws and/or regulations. The Lessee shall promptly take such corrective action as is directed by the Authority as necessary to achieve compliance with such laws and/or regulations.

The Lessee shall allow unrestricted access to the Premises through a gate to be designated by the Authority. The Authority shall issue a lock to the Lessee to be maintained on the designated gate and keys to said lock and the Lessee shall maintain proper key control as required by 33 CFR Part 105, Section 311.12 Florida Statutes, the Florida Seaport Security Standard Minimum Requirements and the Authority's Seaport Security Plan and shall be subject to audit by the Authority as required by such. Every effort shall be made by the Authority and Lessee to identify a mutually agreed-upon gate for the emplacement of the Authority's access control lock. If a mutual agreement cannot be reached, the Authority's Facility Security Officer shall designate the security access gate. The Lessee shall not alter, tamper, modify, remove, destroy or install additional locks or conduct other such activities to prohibit or delay access by the Authority or its designee. The gate will be marked with signage furnished and installed by the Authority. The Lessee shall immediately report to the Authority any damage or loss of any lock, key or sign. In the event the Authority or its designee is unable to gain access through the designated gate due to actions of the Lessee (including, but not limited to, all persons invited or welcomed by the Lessee for any purpose), the Authority shall remove and/or replace any such impediments to access. Any such expense of removal, repair or replacement shall be the responsibility of the Lessee, including but not limited to the actual cost of materials, labor or fines levied by any regulatory or enforcement body. The Lessee shall maintain operational control of the designated security access gate to perform regular business activities.

**19.3 Indemnification.**

In those instances when the Authority is providing security services, oversight or assistance to the Lessee in matters of security, the Lessee agrees that it shall hold the Authority harmless from and not prosecute any claim against the Authority for direct or consequential damages occurring as a result of the loss of business or any other loss resulting from the suspension or delay of the Lessee's business operations occasioned by the enforcement of any security requirement imposed by federal, state or local law and/or regulation.

**Article 20.  
DISPUTE RESOLUTION**

**20.1 First Phase of Dispute Resolution for Construction Disputes – Negotiation.**

Each party to this Agreement specifically reserves its right to institute suit or other appropriate legal proceeding for the purpose of resolving any dispute arising out of the operation

or interpretation of this Agreement; however, in the event of a dispute relating to the design or construction of the Project which does not relate to the non-payment of a financial obligation by Lessee, the parties shall first attempt to settle the dispute through negotiation at the operating level. The aggrieved party shall provide written notice of the dispute and the basis for its position to the other party as set forth in Section 23.6. After receipt of this written notice, the authorized representatives of the Authority and the Lessee shall in good faith attempt to negotiate a settlement of the dispute during the next sixty (60) days. Any negotiated resolution of the dispute shall not be binding on the Authority and the Lessee until the settlement is reduced to writing and signed by the authorized representatives of the Authority and the Lessee.

**20.2 Authorized Representatives in First Phase Dispute Resolution for Construction Disputes.**

The Executive Director of the Authority, or his designee, will represent the Authority in all matters pertaining to the first phase dispute resolution and will be empowered to bind the Authority, subject to review and approval by the Authority's Board of Directors ("Board"), if required. It is further understood and agreed that the Lessee's representative shall act in its behalf and represent the Lessee in all matters pertaining to dispute resolution and shall be empowered to bind the Lessee.

**20.3 Second Phase Dispute Resolution for Construction Disputes – Mediation.**

The parties agree that in the event of any dispute to which Section 20.1 is applicable is not resolved according to Section 20.1, prior to filing any suit, action or other legal proceeding, the parties shall submit their dispute to mediation, as defined in Section 44.1011(2), Florida Statutes. The mediation shall be conducted as if it were a court-ordered mediation under Section 44.102, Florida Statutes, for actions filed in courts of records in the State of Florida, in Duval County. Mediation proceedings shall be held in Jacksonville, Florida.

(a) Duty of Mediator: The mediator's duties shall be to interpret this Agreement, to make determinations of fact applicable to the dispute to determine whether there was, in fact, a breach of this Agreement, and to offer action necessary to resolve the dispute so as to further implement this Agreement. In resolving the dispute, the mediator shall not amend the provisions of this Agreement. Florida law shall govern the interpretations and factual determinations of the mediator.

(b) Mediator's Cost: The fees and charges of the mediator shall be borne equally by the Authority and the Lessee, but each party shall bear its own attorneys' fees, expert witness fees and other costs.

**20.4 Litigation.**

In the event that the parties are unable to resolve any dispute arising out of this Agreement which is not governed by or resolved according to Section 20.1 or Section 20.3, either party may elect to file an action in any court with jurisdiction over the matter that is located in Duval County, Florida.

20.5 **Non-Waiver of Immunity.**

Nothing contained in this Article 20 shall be construed as modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the Authority under Section 768.28, Florida Statutes and other sovereign immunity limitations of applicable law.

**Article 21.**  
**SURRENDER OF LEASED PREMISES**

21.1 **Condition of the Premises and Improvements.**

The Lessee covenants that, at the expiration of the Term of this Agreement or at any earlier termination, it will surrender the Premises to the Authority in a good and clean state of repair and preservation, ordinary wear and tear excepted. Ordinary wear and tear shall not include deterioration of the Premises that could have been prevented by proper maintenance practices on the part of the Lessee or by the Lessee properly performing its obligations under this Agreement.

21.2 **Title to Improvements.**

Upon expiration or termination of the Term, all buildings, fixtures and other improvements built on, or made to, the Premises by the Lessee shall remain on the Premises and shall immediately become the exclusive property of the Authority except that, if so requested by the Authority in writing at least one hundred eighty (180) days prior to the end of the Term, the Lessee shall remove the buildings, fixtures or other improvements built on or made to the Premises by Lessee listed in the Authority's request within sixty (60) days after the expiration of the Term, subject to timely receipt of permits, approvals and other factors outside of Lessee's control. Upon surrender of the Premises, Lessee shall remove all equipment, trade fixtures and personal property belonging to it or leased from third parties which have not assumed the characteristics of a permanent fixture. All personal property of Lessee not removed from the Premises upon termination or natural expiration of this Agreement shall be deemed abandoned and shall become property of the Authority, unless the Authority elects not to assume ownership, in which case the Authority may dispose of the same or store the same for Lessee's benefit, in either case at Lessee's sole cost and expense.

21.3 **Damage to Property.**

Any damage caused to the Premises or the Authority's property by the removal of any of the Lessee's equipment, trade fixtures, improvements, or personal property shall be repaired by the Lessee at its sole expense within a reasonable period from the time the damage occurs.

21.4 **Leasehold Improvement Liens.**

The Lessee shall not pledge, assign or grant any liens or encumbrances relating to the use and occupancy of the Premises or to any improvements made to or on the Premises by the Lessee.

**Article 22.**  
**DEFAULTS; INTERRUPTIONS; TERMINATIONS**

**22.1 Events of Default.**

Any of the following events shall constitute an “Event of Default” of this Agreement by the Lessee:

(a) If the Lessee transfers substantial control of its assets and/or its business operations or activity to any other entity unless such transfer is approved by the Authority as stipulated in Article 15; or

(b) If the fees, charges or other payments which the Lessee agrees to pay or is obligated to pay hereunder, are not received by the Authority within ten (10) days of the due date and such default continues for a period of thirty (30) days after receipt by the Lessee of notice from the Authority specifying the default; or

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

(d) If the Lessee is adjudicated bankrupt and such proceeding or action shall not have been dismissed within thirty (30) days after such filing or appointment; or

(e) If at any time the Lessee abandons and ceases to use the Premises for a period of thirty (30) consecutive days, except when such abandonment and cessation is due to *force majeure* as defined in Section 23.14, default of the Authority, or other cause beyond the Lessee’s control; or,

(f) If at any time the Lessee uses or permits the Premises to be used for any purpose which has not been authorized by this Agreement or by a subsequent written agreement between the Lessee and the Authority and such default continues for a period of thirty (30) days after receipt by the Lessee of notice from the Authority specifying the default; or

(g) If the Lessee uses or permits the use of the Premises in material violation of any law, rule or regulation; or

(h) If the Lessee materially violates any of the provisions of this Agreement.

**22.2 Remedies on Event of Default.**

Upon the happening and during the continuance of any Event of Default specified in Section 22.1, and after the expiration of any applicable cure period set forth in Section 22.1, the Authority may, at its sole and absolute discretion, avail itself of any remedy provided by law and/or equity, including without limitation, any one or more of the following remedies:

(a) Without initially terminating this Agreement, the Authority may reenter and take possession of the Premises, and the Lessee shall continue to timely make such payments as required under this Agreement. The Authority may thereafter enter into a new lease of the Premises



with any party, or operate the same on its own behalf. Immediately prior to commencement of the Authority's operation of the Premises or the effective date of the new lease, as applicable, the Authority shall notify the Lessee of such event.

(b) The Authority may immediately terminate this Agreement, enter the Premises and exclude the Lessee from possession of the Premises, declare all fees and other charges and amounts which are then due and payable and costs of the Authority to prepare the Premises for reletting to be immediately due and payable. The Authority shall make reasonable attempts to mitigate the damages caused by Lessee's Event of Default and amounts recovered by the Authority from the use of the Premises subsequent to the Event of Default shall offset the amounts that the Authority recovers hereunder.

(c) The Authority may take whatever other action at law or in equity that it considers to be necessary or desirable in order to collect any amounts then due and thereafter to become due from Lessee, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement, or may exercise all rights and remedies that are available under Florida and federal law. No method of entry authorized herein and made by the Authority shall cause or constitute a default of this Agreement or be deemed to constitute an interference with the possession or use of the Premises by the Lessee if made in accordance with the terms of this Agreement and applicable law.

### 22.3 **Remedies not Exclusive.**

No remedy under this Article 22 is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing in law or equity. No delay or omission to exercise any right upon breach shall impair any such right or shall be construed to be a waiver thereof.

### 22.4 **Time of Termination:**

Except as may be specifically otherwise provided for in this Agreement, no termination declared by either party shall be effective unless and until thirty (30) days have elapsed after written notice of the termination is received by the other party specifying when such termination shall take effect and detailing the cause for termination of the Agreement. If such termination is by reason of a default for which termination is authorized under this Agreement, that default must be specified. No termination shall be effective if such default shall have been cured during such thirty (30) day period, nor shall such termination be effective if correction of the default is commenced within said thirty (30) days and completed as promptly as reasonably practicable. Notwithstanding the foregoing, the Authority shall not be required to give the Lessee notice of Lessee's commission of the same type of default more than twice during any consecutive twelve (12) month period and the Lessee's failure to cure after the second notice. If this Agreement is to be terminated for failure of the Lessee to pay the Premises Rental Fee or any other fees and charges stipulated in **Exhibit B** within thirty (30) days of the date due, the Authority may give the Lessee notice of its intent to terminate this Agreement within fifteen (15) days after said thirty (30) day period has expired. However, if payment in full is made within this fifteen (15) day period, this Agreement shall not terminate.

**22.5 Interruption of Utilities, Services or the use of Facilities.**

The Authority does not warrant that the provision of utilities or services or the use of the Premises or other facilities contemplated herein will be free from interruptions caused by repairs, renewals, improvements or alterations; strikes or lockouts; accidents; electrical failures, interruptions or surges; the inability of the Authority to obtain utilities or supplies; or any other cause beyond the reasonable control of the Authority. Except as otherwise provided herein, no such interruption shall constitute grounds for termination of this Agreement by the Lessee, or render the Authority liable to the Lessee for damages resulting from such interruption or relieve the Lessee from performing its obligations under this Agreement.

**22.6 Termination of Agreement for Condemnation.**

If, as contemplated by Section 23.12, any part of the Premises are taken or condemned under power of eminent domain by any governmental authority during the Term and, as a result of such taking, the part so taken causes the Premises to be no longer commercially viable for the Lessee's operation, the Lessee shall have the option, upon full payment of all Premises Rental Fees due and payable, and any other amounts due and payable to the Authority, to cancel this Agreement in its entirety without penalty.

**Article 23.  
GENERAL PROVISIONS**

**23.1 Non-Waiver.**

A waiver by either party of any of the provisions, conditions, or covenants of this Agreement shall not be deemed by the other party at any time thereafter to be a waiver of the same or any other provision, condition, or covenant herein contained, or to be a waiver of the requirement for the strict and prompt performance thereof. No notice by either party is required to restore or revive any right, power, remedy, privilege or option following a waiver by either party of any requirement, obligation or default of the other.

**23.2 Options, Rights, Powers and Remedies are Independent.**

Each of the options, rights, powers, or remedies given to either party according to this Agreement shall be cumulative, and no one of them shall be exclusive of the other or exclude any remedies provided by law. The exercise of one option, right, power or remedy shall not preclude the exercise of any other option, right, power or remedy, except in those cases where it is expressly so provided.

**23.3 Modifications.**

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

23.4 **Severability.**

In the event any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such determination of invalidity will not materially prejudice either the Authority or the Lessee as to their respective rights or other obligations contained in the valid covenants, conditions or provisions of this Agreement that shall remain and continue in full force and effect.

23.5 **Exhibits.**

All exhibits or schedules referenced in this Agreement or that may be referenced from time to time in any duly executed amendment to this Agreement are by this reference incorporated herein and shall be deemed to be a part of this Agreement as if fully set forth herein. Certain exhibits and schedules to this Agreement will be adjusted as a result of self-executing provisions of this Agreement and those changes will take effect automatically.

23.6 **Notices, Consents and Approvals.**

All notices, consents or approvals required by or otherwise contemplated by this Agreement shall be provided in writing and signed by a duly authorized representative of the party on whose behalf they are given. Such notice, consent or approval shall be deemed to be validly and sufficiently served at the time a properly addressed letter with sufficient postage is (i) deposited in any U. S. Post Office and sent certified or registered mail, return receipt requested, or (ii) by a nationally recognized overnight carrier.

- (a) Notice to the Authority shall be addressed to:

Chief, Administration and Corporate Performance  
Jacksonville Port Authority  
Post Office Box 3005  
Jacksonville, Florida 32206-3005

- (b) With copy to:

Office of General Counsel  
Attn: Government Operations  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202

- (c) Notice to the Lessee shall be addressed to:

Enstructure Talleyrand Opco LLC  
c/o Enstructure LLC  
16 Laurel Avenue, Suite 300  
Wellesley, MA 02481  
Attn: Chief Legal Officer

**23.7 Place of Payment.**

Payments required pursuant to this Agreement shall be made by Lessee to:

Lockbox:	Jacksonville Port Authority PO Box 865820 Orlando, FL 32886-5820 Lockbox number: 865820
ACH: Bank:	Wells Fargo Bank, N.A. 1 Independent Drive Jacksonville, FL 32202
Account #:	4613062413
Account Name:	Jacksonville Port Authority Operating Account
Wire ABA:	121000248

**23.8 Headings.**

The headings of the articles and sections of this Agreement are included only as a matter of convenience and for reference and in no way define or limit the scope or intent of the provisions of this Agreement. They shall not be construed to affect the provisions of this Agreement or to define or limit the interpretation or construction of this Agreement.

**23.9 Counterpart.**

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

**23.10 Independent Contractor.**

The parties hereto agree that the Lessee is an independent contractor and as such is not subject to the direction or control of the Authority except that the Lessee shall be required to comply at all times with the Authority's general rules and regulations governing the use of the Terminal Facilities that are applicable to all tenants of the Authority. This Agreement shall not be construed so as to establish a joint venture or partnership between the parties hereto.

**23.11 Non-Discrimination.**

The Lessee agrees that it shall use the Premises in compliance with all non-discrimination requirements imposed by any applicable federal, state or local law. The Lessee also agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, creed, sex, age, national origin, disability, veteran or family status neither will it discriminate in hiring nor fail to make reasonable accommodation for qualified disabled employees.

23.12 **Eminent Domain.**

If any part of the Premises is taken under power of eminent domain by any governmental authority during the Term of this Agreement, then this Agreement shall be amended to exclude the part so taken from the Premises and the Premises Rental Fee shall be equitably adjusted in proportion to the reduced production capacity of the Premises attributable to the part so taken, subject to Section 22.6.

The Lessee shall have no right to share in any award made to the Authority as a result of a taking of all or a portion of the Premises by eminent domain. The Lessee shall not be entitled to seek apportionment of such an award based on its leasehold interest.

23.13 **Quiet Enjoyment.**

The Authority covenants that, if and as long as the Lessee shall faithfully perform the agreements, terms, covenants and conditions hereof, the Lessee and any Person who lawfully and in conformity with the provisions hereof claims through or under the Lessee shall and may peaceably and quietly have, hold and enjoy the Premises, subject to the terms and conditions of this Agreement, for the term hereby granted without molestation or disturbance by or from the Authority or any person claiming through or under the Authority. This covenant shall be construed as a covenant running with the Land, to and against successors to the Authority's interest in the lease under this Agreement, and is not, nor shall it operate or construed as, a personal covenant of the Authority.

23.14 **Force Majeure.**

Neither the Authority nor the Lessee shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it hereunder by reason of strikes, boycotts, shortages of materials, labor disputes, embargoes, shipwrecks or obstructions to navigation, acts of God, acts of public enemy, acts of superior governmental authority, floods, windstorms, riots, rebellion, or any other similar circumstances for which it is not reasonably responsible and which is not within its control; provided nothing stated in this Section 23.14 shall relieve Lessee of its obligation to pay the Premises Rental Fee, and any other fees and charges.

23.15 **Governing Law.**

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

23.16 **Liens and Encumbrances.**

Lessee agrees to keep the Premises free and clear of all liens and encumbrances arising or growing out of the use and occupancy of the Premises by the Lessee, its agents, licensees, subtenants, contractors and subcontractors.

23.17 **Inspection of Records.**

The Authority shall have the right to inspect the books, records or other data of the Lessee, provided such inspection is made during regular business hours upon reasonable notice to the Lessee, and at the Lessee's option, accompanied by a representative of the Lessee. The Lessee agrees to retain and make available all books, records or other data pertaining to tonnage for at least five (5) years following the termination of this Agreement.

23.18 **Radon Gas.**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Duval County public health unit. F.S. 404.056(5).

23.19 **Asbestos.**

Asbestos is an incombustible, chemical-resistant, fibrous mineral form of impure magnesium silicate often used for fire proofing, electrical insulation and building materials. When the materials containing asbestos are disturbed causing the asbestos to flake and the asbestos fibers to become airborne, the fibers can be inhaled causing serious health risks. In the event any renovations, changes, alterations or improvements are made to the Premises which would disturb or involve materials in the Premises containing asbestos, all federal, state and local laws involving the removal of asbestos shall be followed.

23.20 **Construction.**

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

23.21 **Non-licensed Spectrum Devices.**

The Lessee agrees that it will consult and notify the Authority of additions of non-licensed spectrum devices within the Authority's property. These devices include wireless access points, RFID systems and cordless phones utilizing 900 MHz, 2.4 GHz and 5.8 GHz spectrum. The Authority will document and coordinate usage of these frequencies in an effort to provide maximum usability for both tenants and the Authority and Lessee will cooperate to avoid interference with the Authority's property. Notification of additions or removal of RF frequency devices should be forwarded to the Authority's Director of Information Technology who will respond within 10 business days to acknowledge and permit usage, provided the intended usage does not interfere with other tenants or the Authority initiatives. The Authority will provide for an annual RF survey. The results of this survey will be made available to the Authority tenants to allow for design and future initiatives.

23.22 **Survival.**

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and remain in effect. Without limiting the foregoing, all obligations for the payment of fees or other sums accruing up to the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

23.23 **Non-Waiver of Immunity.**

Nothing contained in this Agreement shall be construed as modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and limitations available to the Authority under Section 768.28, Florida Statutes, and other sovereign immunity limitations of applicable law.

23.24 **No Third Party Beneficiaries.**

This Agreement shall be binding upon and inure solely to the benefit of each party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

23.25 **Annual Appropriation.**

Obligations of the Authority hereunder are subject to annual appropriation.

23.26 **Representations and Warranties of Lessee.**

The Lessee, as of the Effective Date, hereby represents and warrants to the Authority that it has corporate power to enter into this Agreement and to perform all acts required to be performed by the Lessee and that its execution and delivery have been duly authorized by all necessary corporate action.

23.27 **Further Assurances.**

Lessee agrees that it will, from time to time, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the Authority for carrying out the expressed intention of this Agreement.

**Article 24.**

**ENTIRE AGREEMENT**

The parties hereto understand and agree that this instrument contains the entire agreement between the Authority and the Lessee for the use of the Premises by the Lessee. The parties understand and agree that neither party nor its agents have made any representation or promise with respect to this Agreement except as expressly set forth herein; and that no claim or liability shall arise for any representations or promises not expressly stated in this Agreement. Any other

written or oral agreement regarding the Premises is expressly nullified upon the execution of this Agreement unless otherwise specifically provided herein.

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed by their duly authorized representatives as of the date first written above.

**Witness:**

**Jacksonville Port Authority**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Eric B. Green  
Its: Chief Executive Officer

**Witness:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Witness:**

**Enstructure Talleyrand Opco LLC**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Matthew Satnick  
Its: Authorized Representative

**Witness:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Witness:**

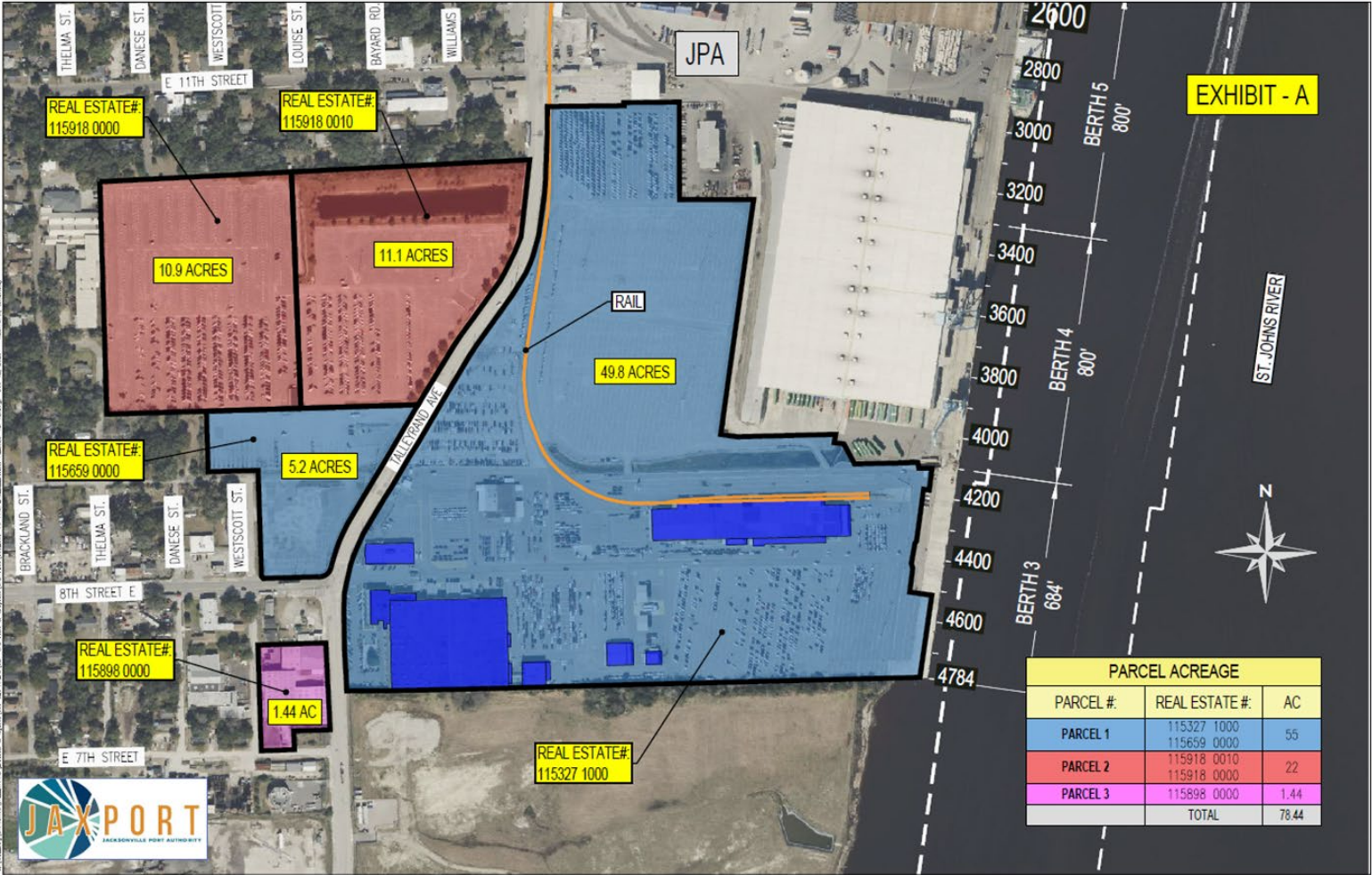
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Philippe De Montigny  
Its: Authorized Representative

**Witness:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**Exhibit A  
LAND/PREMISES**



**Exhibit B**  
**TERM AND SCHEDULE OF FEES AND CHARGES**

I. TERM:

The Initial Term of this Agreement shall commence on the Date of Beneficial Occupancy and terminate thirty (30) years from the Date of Beneficial Occupancy.

II. PREMISES RENTAL FEE: Lessee shall pay the Authority a Minimum Annual Guarantee (“MAG”) in the form of a premises rental fee at the rate per acre per year, as more fully set forth below (the “Premises Rental Fee”). In consideration of Lessee’s payment of the Premises Rental Fee, with respect to cargoes whose “last place of rest” is on the Premises, the Premises Rental Fee serves as prepayment in full for (a) the Authority’s cargo throughput charges (including wharfage and terminal charges) under the Tariff or otherwise, and (b) the use of one (1) ship-to-shore crane. If any Premises Rental Fees are subject to Florida State Sales Tax, such tax shall be Lessee’s sole obligation; provided, however, that to the extent Lessee is responsible for payment to the Authority of any taxes due by Lessee hereunder, then the Authority shall be responsible for the collection and remittance thereof to the appropriate governmental or quasi-governmental agency, as applicable.

PREMISES	Contract Year / Rate%	YEAR 1 MONTHLY RENTAL FEE	YEAR 1 ANNUAL RENTAL FEE
<u>Parcel 1</u> 55 acres @ \$70,000 per acre per year	Year 1 – 50% Year 2 (CPI <sup>1</sup> ) – 75% Year 3 (CPI) – 100% CPI each year thereafter	\$160,416.67	\$1,925,000.00
<u>Parcel 2*</u> 22 acres @ \$30,000 per acre per year	Year 1 – 50% Year 2 (CPI) – 75% Years 3-5 (CPI) – 100%	\$ 27,500.00	\$ 330,000.00
22 acres @ \$35,000 per acre per year beginning year 6	Beginning year 6 CPI each year thereafter		
	YEAR 1 TOTAL	\$187,916.67	\$2,255,000.00

\*Parcel 2 is currently under the ownership of a third-party. The Authority is in the process of purchasing Parcel 2 (the “Parcel 2 Purchase”), and the parties agree that Parcel 2 cannot become part of the Premises before (i) a definitive purchase and sale agreement regarding the Parcel 2 Purchase (the “Parcel 2 Purchase Agreement”) has been executed, (ii) and the transactions contemplated by the Parcel 2 Purchase Agreement have closed (the “Parcel 2 Purchase Closing”). If the Parcel 2 Purchase Agreement is executed on or before December 31, 2024, Parcel 2 shall become part of the Premises automatically effective the date on which the Parcel 2 Purchase

<sup>1</sup> For clarity, subject to 3% annual cap.

Closing occurs, with no further action required by either party. If the Parcel 2 Purchase Agreement is executed after December 31, 2024, Parcel 2 shall not automatically become part of the Premises and Lessee shall have the option to add Parcel 2 to the Premises (on the terms set forth herein) by providing written notice to the Authority within thirty (30) days after the Authority notifies Lessee in writing that the Parcel 2 Purchase Agreement has been executed and delivered; provided, however, that if the Parcel 2 option is exercised by Lessee, Parcel 2 shall only become part of the Premises once the Parcel 2 Closing has occurred. If Lessee does not elect to add Parcel 2 to the Premises within such thirty (30) day period, then Parcel 2 shall be released from this Agreement and neither party shall have any obligations under this Agreement with respect to Parcel 2.

III. PARCEL 3 EXPANSION OPTION: Lessee shall have the option to lease Parcel 3 (as described herein) ("Parcel 3 Option") effective at any time prior to the first anniversary of the Date of Beneficial Occupancy ("Parcel 3 Deadline") by providing written notice to the Authority at any time, but no later than thirty (30) days, prior to the Parcel 3 Deadline. If Lessee exercises its Parcel 3 Option, all terms and conditions applicable to the initial Premises shall also apply to the Parcel 3, with the following exception: the Premises Rental Fee for Parcel 3 shall be as set forth below, prorated as applicable. The commencement date for Parcel 3 shall be fifteen (15) days after the Authority has delivered the space vacant, in broom clean, "as-is" condition and with all building services connected and operational (the "Parcel 3 Commencement Date"). If, between the Date of Beneficial Occupancy and the Parcel 3 Deadline, the Authority receives a bona fide offer from a third party to lease Parcel 3 that the Authority desires to accept, the Authority shall inform Lessee in writing. Lessee shall thereafter have 90 days (or, if sooner, until the Parcel 3 Deadline) to exercise the Parcel 3 Option, and if Lessee does not exercise the Parcel 3 Option within such period, then the Authority may lease Parcel 3 to such third party.

PREMISES	Contract Year / Rate%	YEAR 1 MONTHLY RENTAL FEE	YEAR 1 ANNUAL RENTAL FEE
<u>Parcel 3 – Maintenance and Storage Facility</u> 1.44 acres including the buildings	Year 1 – 100% if Parcel 3 Option is exercised (prorated in proportion to the actual number of days remaining in Year 1 as of the Parcel 3 Commencement Date).  CPI each year thereafter	\$4,583.33	\$55,000.00

IV. ANNUAL INCREASE IN FEES:

On each anniversary of the Date of Beneficial Occupancy throughout the Term of this Agreement, the Premises Rental Fee shall be increased by the same percent of increase that occurred in the Consumer Price Index ("CPI") for the twelve month period that ended three (3) months just prior to the Date of Beneficial Occupancy, but in no event shall the Premises Rental Fee shall be increased by more than 3% in any year. The percent of increase in the CPI for this

twelve month period will be computed utilizing the index for Urban Wage Earners and Clerical Workers 1982-84 = 100, All Items, as published by the Bureau of Labor Statistics of the U. S. Department of Labor or any successor agency. This annual increase in fees shall be self-executing and shall automatically take effect on each anniversary of the Date of Beneficial Occupancy without the necessity of any formal amendment being made to this Agreement in order to implement an increase. If there has been a negative fluctuation in the CPI at the time an annual increase would have otherwise been implemented, such negative fluctuation shall not be used to reduce the amount of any fees previously paid by Lessee and therefore the ensuing year, Lessee shall pay fees and charges calculated according to the same rates that were in effect for the previous year. If the CPI becomes unavailable or is revised, a substitute shall be used to obtain substantially the same results as would be obtained if the CPI had not been discontinued or revised.

V. PREFERENTIAL BERTHING: Berth assignments shall be on a first come, first to be served basis; provided, however, that the Authority agrees that the Lessee shall take priority berthing for cargo operations over any lay-up, idle, or direct-discharge berthing for berths #3, #4, and #5.

VI. OTHER FEES AND CHARGES: Any other fees and charges due and payable to the Authority by the Lessee, not stipulated by this Agreement, shall be assessed and handled in accordance with the Authority's published Tariff or its reissue, except Lessee's use of additional ship-to-shore cranes shall be at one-half (1/2) of the Tariff in existence at the time of use. Notwithstanding anything to the contrary herein, the Authority may not charge or assess Lessee any fee or charge that is not set forth herein or in the Tariff (on the date hereof), without Lessee's prior written consent.

VII. OTHER RULES AND REGULATIONS: Unless stated otherwise in the Agreement, all Rules and Regulations stipulated in the Authority's published Tariff or its reissue shall apply to Lessee's operations on the Terminal Facilities; provided that, in the event of any inconsistency or conflict between the terms and conditions outlined in the Agreement and the Authority's published Tariff or its reissue, the terms, conditions and provisions of the Agreement shall control and take precedence.

**Exhibit C**  
**LESSEE INSURANCE REQUIREMENTS**

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

**I. WORKERS COMPENSATION/EMPLOYERS LIABILITY:**

- a. Part I State Requirement
- b. Part II Each Accident \$1,000,000  
Disease-Policy Limit \$1,000,000  
Disease-Each Employee \$1,000,000
- c. In addition to coverage for the Florida Workers' Compensation Act, coverage will be for the Longshore and Harbor Workers' Compensation Act, Maritime Employer Liability.

**II. COMMERCIAL GENERAL LIABILITY:**

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

General Aggregate	\$10,000,000
Each Occurrence	\$2,000,000
Fire Legal Liability	\$1,000,000
- c. Commercial General Liability coverage will be primary and non-contributory. Endorsement evidencing such coverage must be provided.

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

Combined Single Limit of Liability	\$1,000,000
------------------------------------	-------------

**IV. PROPERTY INSURANCE/ALL RISK:** Coverage shall be in the amount of the full insurable value of the property, including wind, flood and earthquake insurance. Coverage shall also include the full value of the Equipment, the Improvements, and Lessee's personal property and contents.

**V. TERMINAL OPERATOR'S AND STEVEDORE'S LIABILITY:** Lessee shall carry Terminal Operator's and Stevedore's Liability Insurance in an amount of not less than \$3,000,000 per occurrence, which shall provide coverage for losses to cargo attributable to Lessee while such cargo is in Lessee's care, custody and control. This requirement may be satisfied through the General Liability coverage set forth in Section II above.

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

Maximum deductible or self-insured retention shall be commercially reasonable and reflect the deductibles and retentions available in the marketplace. Any deductible or self-insurance retention should be indicated on the Lessee's certificate of insurance.

VII. UMBRELLA LIABILITY INSURANCE: \$25,000,000 excess to the foregoing on the form basis set forth in this Exhibit. The excess policy shall also schedule Pollution Liability if separately placed (and only with respect to sudden and accidental pollution coverage), Employer's Liability, Maritime Employer's Liability and FELA, as applicable.

VIII. A waiver of subrogation is required for Workers' Compensation, Commercial General Liability, and Auto Liability. Lessee waives all rights against the Authority, its Board members, officers, employees, or agents for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this contract. Lessee shall provide a waiver of subrogation endorsement certificate if requested in writing by the Authority.

IX. The aforementioned Insurance Requirements are minimally accepted requirements. Primary limits may be addressed through both primary and excess policies.

X. INSURANCE REQUIREMENTS DO NOT INDICATE FINAL LIABILITY. In no way do these minimum insurance requirements limit any liability assumed elsewhere in the agreement, including but not limited to Lessee's defense and indemnity obligations. Also, if loss exceeds insurance requirements, Lessee remains obligated to fully indemnify the Authority for losses, to the extent required by the Agreement.

If Lessee maintains broader coverage and/or limits in excess of specified minimum limits shown above, the Authority requires and shall be entitled to the broader coverage, and/or the higher limits, and any available insurance proceeds maintained by the Lessee.

**BD2024-01-02**



## **SUBMISSION FOR BOARD APPROVAL**

**SUBJECT: SOVEREIGNTY SUBMERGED LAND LEASE  
(Easement No. 48253 BOT FILE NO. 160028342)**

**COST: \$0.00 (Renewal Fee)**

**BUDGETED: N/A**

**SOURCE OF FUNDS: Capital or Operating Budget or N/A**

**BACKGROUND:** JAXPORT has continued to maintain a Sovereign Submerged Land Lease Agreement (“SSLL”) No. 160028342 with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“State”) to be used exclusively for mooring of two ships in conjunction with an upland bulk terminal, without fueling facilities, with a sewage pump out facility (Future Berth 13). The current SSLL expired on October 13, 2023. The renewal reinstates the SSLL for a period of 5 years, expiring on October 13, 2028.

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

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

**ATTACHMENTS:**

Location Map showing location of SSLL

Agreement for execution with Board of Trustees of Internal Improvement Trust Fund of the State of Florida, which includes the property description and sketch.



**BD2024-01-02**



## SUBMISSION FOR BOARD APPROVAL

**RECOMMENDED FOR APPROVAL:**

James G. Bennett, PE  
Chief Operating Officer

James G. Bennett, PE  
James G. Bennett, PE (Jan 12, 2024 08:06 EST)

\_\_\_\_\_  
Signature and Date

**SUBMITTED FOR APPROVAL:**

Eric Green, CEO

Eric B. Green  
Eric B. Green (Jan 12, 2024 08:13 EST)

\_\_\_\_\_  
Signature and Date

**BOARD APPROVAL:**

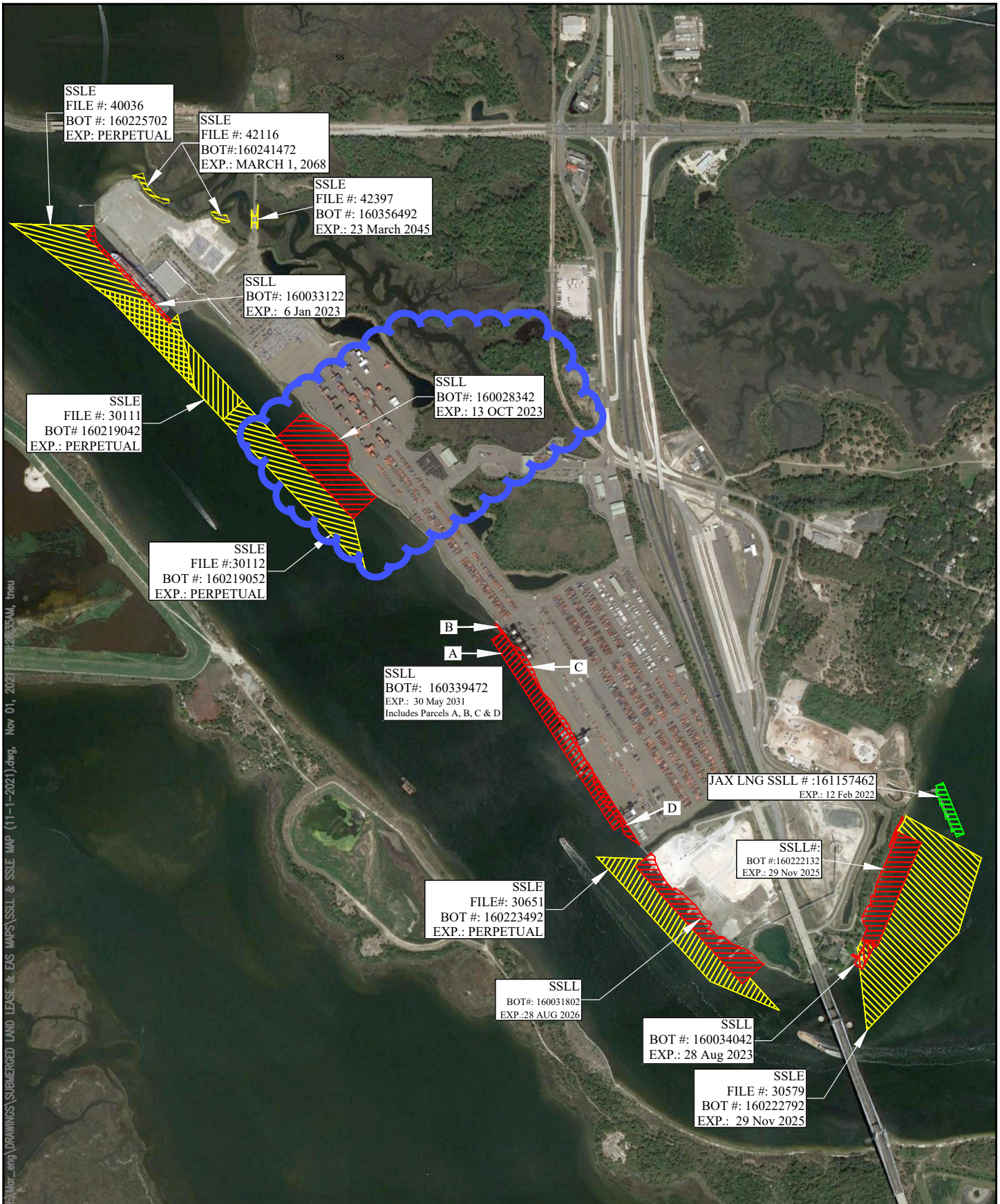
January 22, 2024  
Meeting Date

\_\_\_\_\_  
Rebecca Dicks/Recording Secretary

**ATTEST:**

\_\_\_\_\_  
Soo Gilvarry, Secretary

\_\_\_\_\_  
Daniel K. Bean, Chairman



		DAMES POINT MARINE TERMINAL SUBMERGED LAND LEASES & EASEMENT 2021		JAXPORT ENGINEERING & CONSTRUCTION DEPARTMENT		DATE	11/1/2021
		LEGEND JAXPORT SSSL JAXPORT SSLE SSSL OTHERS		2831 TALLEYRAND AVENUE JACKSONVILLE, FL 32206		SCALE	NTS

This Instrument Prepared By:  
Lisa-Marie Raulerson  
Action No. 48253  
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

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SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 160028342

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 public body politic and corporate, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in  
Section 23, Township 01 South, Range 27 East, in St. Johns River,  
Duval County, Florida, containing 428,074 square feet, more or less,  
as is more particularly described and shown on Attachment A, dated May 11, 1998.

TO HAVE THE USE OF the hereinabove described premises from October 13, 2023, the effective date of this lease renewal, through October 13, 2028, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a docking and berthing facility to be used exclusively for mooring of two ships in conjunction with an upland bulk terminal, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 16-137193-004-EI, dated December 1, 1998, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[02-29]

2. 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 permits referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

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

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

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

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

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

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

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

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

Jacksonville Port Authority  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206

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

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

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

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

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

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

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

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

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

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

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

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

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

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

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

25. 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

Signature: \_\_\_\_\_

(SEAL)

Printed Name: \_\_\_\_\_

BY: \_\_\_\_\_

Address: 3800 Commonwealth Blvd

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

Tallahassee, FL 32399

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

"LESSOR"

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

STATE OF FLORIDA  
COUNTY OF LEON

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

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 12/28/2023  
DEP Attorney Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_



WITNESSES:

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

Signature: \_\_\_\_\_

BY: \_\_\_\_\_  
Original Signature of Executing Authority

Printed Name: \_\_\_\_\_

Eric Green  
Typed/Printed Name of Executing Authority

Address: \_\_\_\_\_  
\_\_\_\_\_

Chief Executive Officer  
Title of Executing Authority

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

“LESSEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

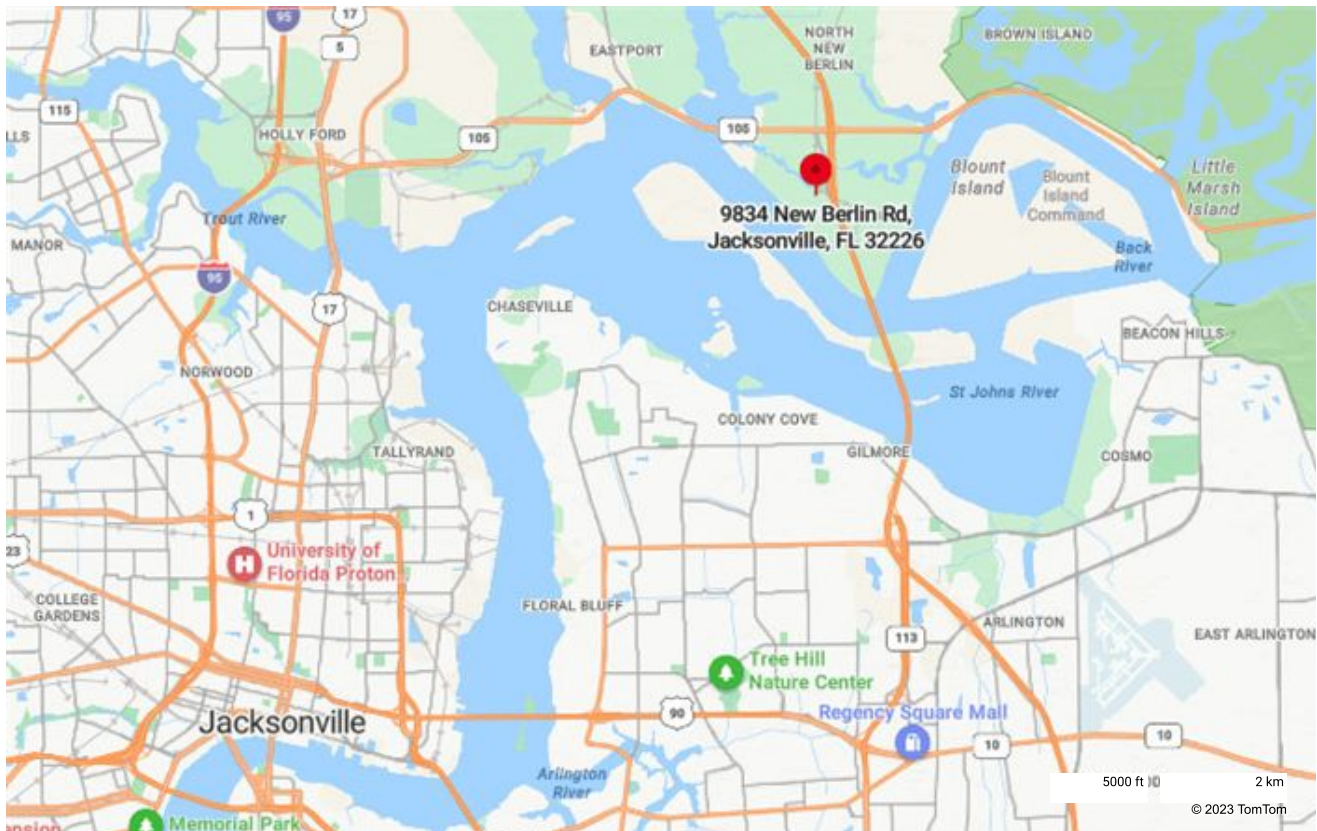
\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

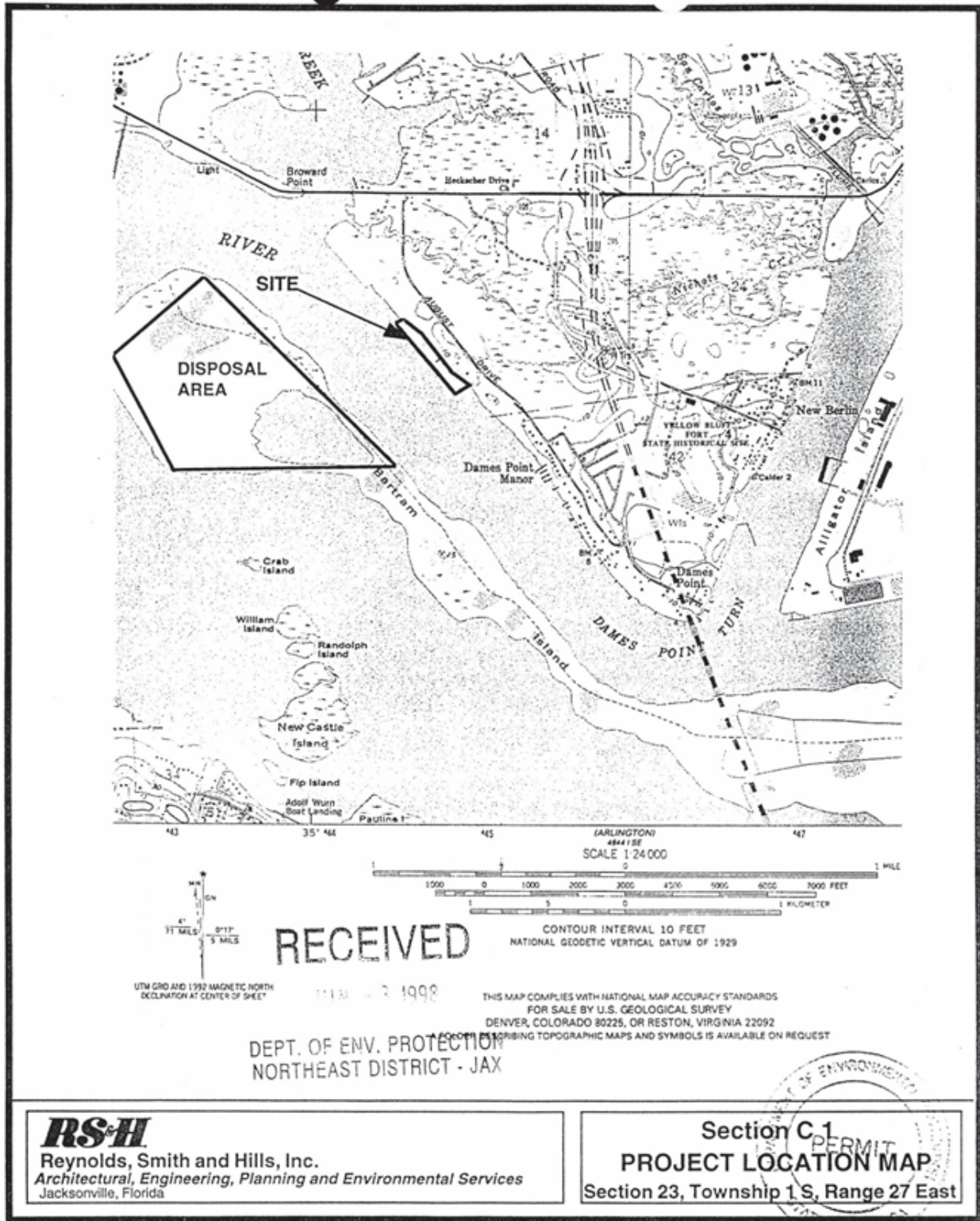
\_\_\_\_\_  
Printed, Typed or Stamped Name

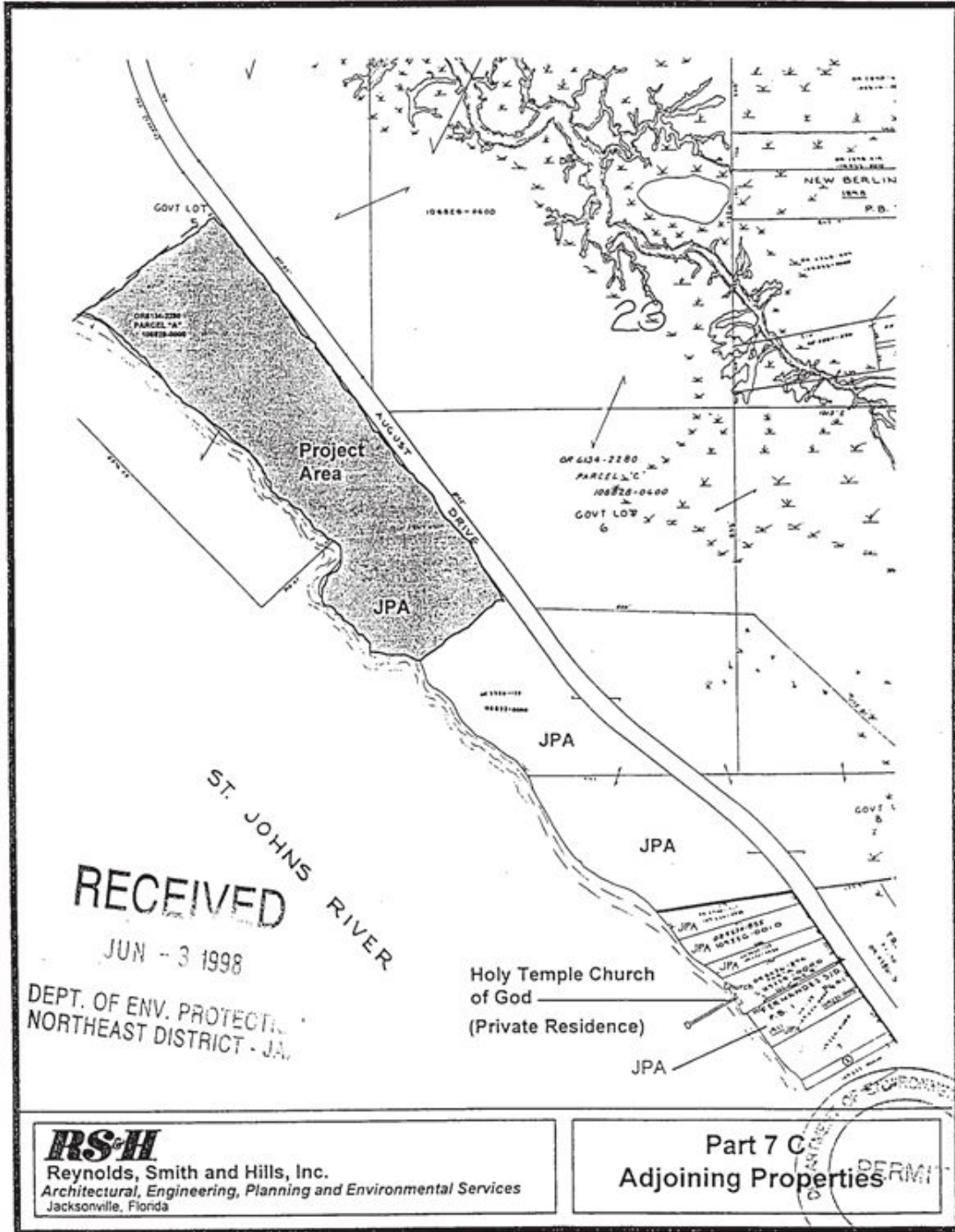
9834 New Berlin Rd, Jacksonville, FL 32226

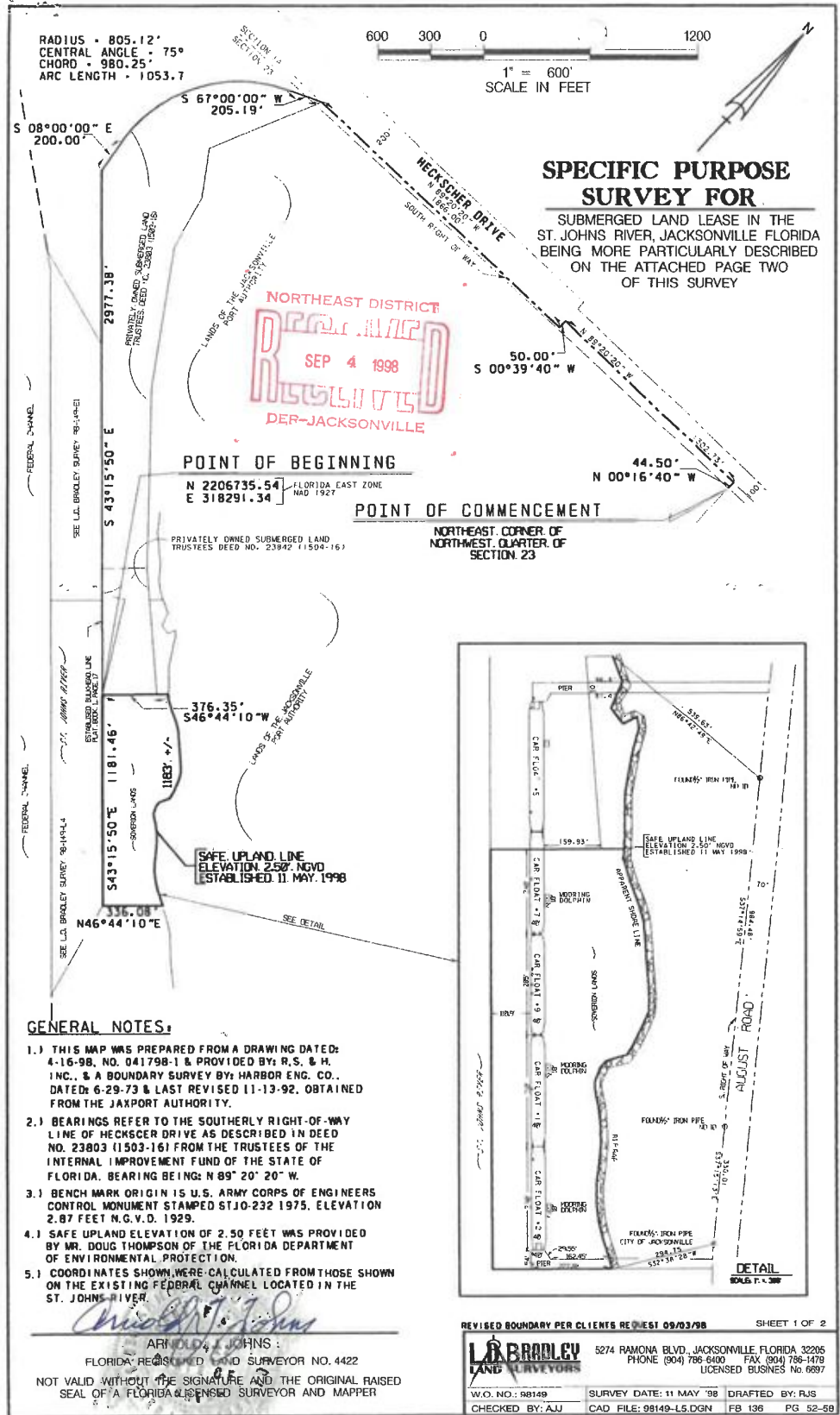
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Section 23 Township 01 South, Range 27 East

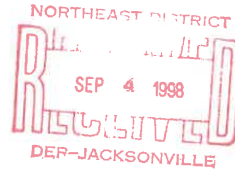








Attachment A  
 Page 11 of 30 Pages  
 Sovereignty Submerged Lands Lease No. 160028342



**SPECIFIC PURPOSE SURVEY FOR**

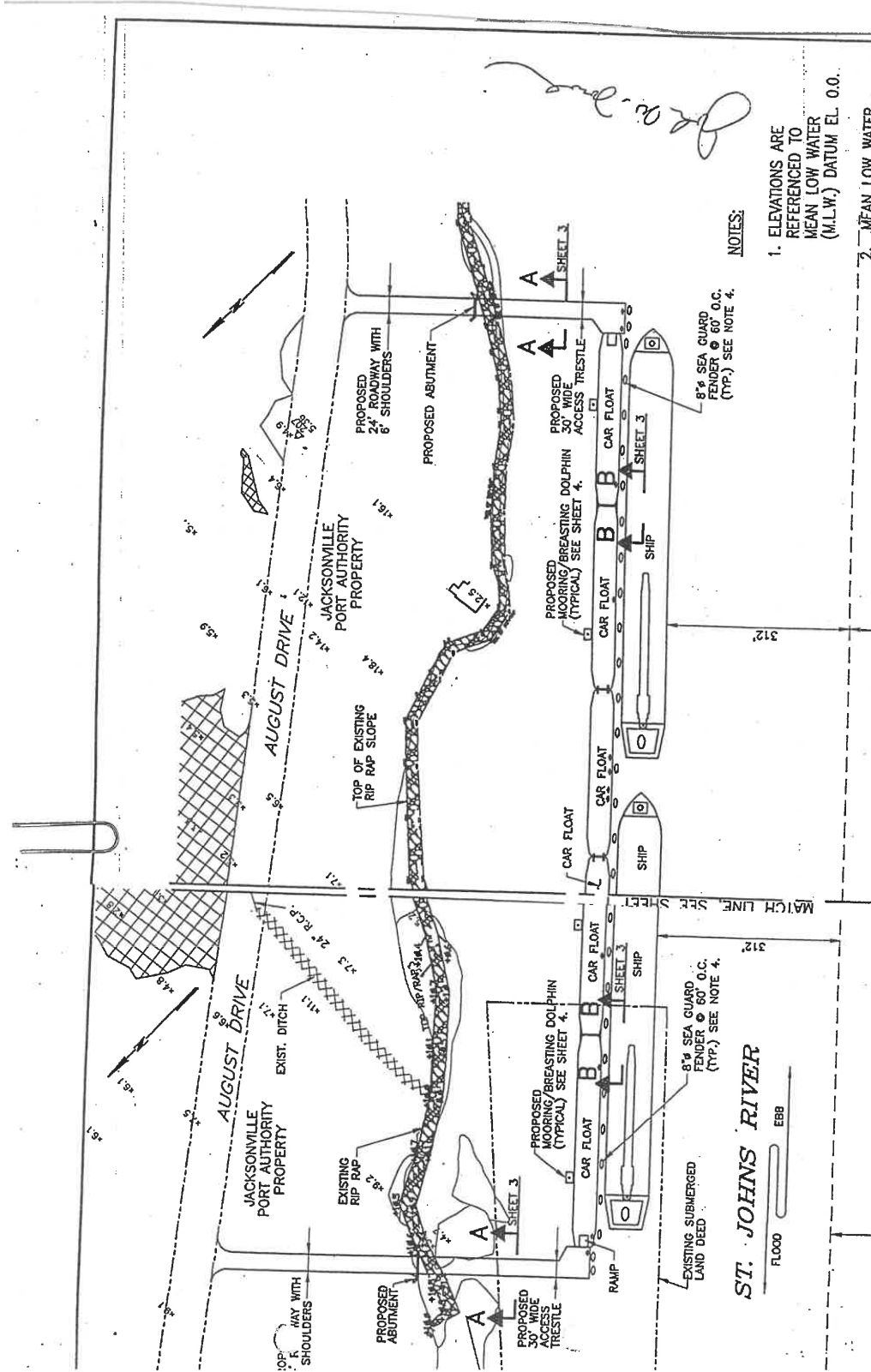
A PARCEL OF SUBMERGED LAND IN THE ST. JOHNS RIVER, IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23 FOR A POINT OF REFERENCE; THENCE NORTH 0° 16' 40" WEST, A DISTANCE OF 44.50 FEET, TO THE SOUTH LINE OF HECKSHER DRIVE (STATE ROAD NO. 105) AS NOW ESTABLISHED; THENCE NORTH 89° 20' 20" WEST, ALONG SAID LINE, A DISTANCE OF 1302.73 FEET, TO A POINT; THENCE SOUTH 0° 39' 40" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF HECKSHER DRIVE AS NOW ESTABLISHED; THENCE NORTH 89° 20' 20" WEST ALONG SAID LINE, A DISTANCE OF 1866.0 FEET TO A POINT ON THE BULKHEAD LINE OF THE ST. JOHNS RIVER, AS NOW ESTABLISHED; THENCE SOUTH 67° 00' 00" WEST ALONG SAID BULKHEAD LINE, A DISTANCE OF 205.19 FEET TO A POINT OF CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 805.12 FEET, A CENTRAL ANGLE OF 75°, CHORD DISTANCE OF 980.25 FEET; THENCE ALONG THE ARC OF SAID CURVE, SAME BEING ALONG SAID BULKHEAD LINE, A DISTANCE OF 1053.7 FEET; THENCE CONTINUE ALONG SAID BULKHEAD LINE SOUTH 8° 00' 00" EAST, A DISTANCE OF 200.0 FEET; THENCE CONTINUE ALONG SAID BULKHEAD LINE SOUTH 43° 15' 50" EAST, A DISTANCE OF 2977.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID BULKHEAD LINE AND THE SOUTHEASTERLY PROLONGATION THEREOF, SOUTH 43° 15' 50" EAST, A DISTANCE OF 1181.46 FEET; THENCE NORTH 46° 44' 10" EAST, DEPARTING FROM SAID BULKHEAD LINE, A DISTANCE OF 336.08 FEET, TO A POINT ON THE SAFE UPLAND LINE, DEFINED BY ELEVATION 2.50 FEET (NATIONAL VERTICAL DATUM OF 1929) AS SURVEYED ON 11 MAY, 1998; THENCE CONTINUE ALONG SAID SAFE UPLAND LINE NORTHEASTERLY, A DISTANCE OF 1183 FEET, MORE OF LESS TO A POINT ON THE SOUTHEASTERLY PROLONGATION OF THE SOUTHERLY LINE OF PRIVATELY OWNED SUBMERGED LANDS AS NOW ESTABLISHED (TRUSTEES DEED NUMBER 23842 1504-16); THENCE SOUTH 46° 44' 10" WEST DEPARTING FROM SAID SAFE UPLAND LINE AND ALONG THE SOUTHERLY LINE OF SAID LEASE A DISTANCE OF 376.35 FEET TO SAID BULKHEAD LINE AND THE POINT OF BEGINNING. SAID LANDS CONTAINING 428074 SQUARE FEET, MORE OR LESS.

SHEET 2 OF 2

REVISED BOUNDARY PER CLIENTS REQUEST 09/03/98

	5274 RAMONA BLVD., JACKSONVILLE, FLORIDA 32205	
	PHONE (904) 786-6400	FAX (904) 786-1479
LICENSED BUSINESS No. 6897		
W.O. NO.: 88149	SURVEY DATE: 11 MAY '98	DRAFTED BY: RJS
CHECKED BY: AJJ	CAD FILE: 98149-L5.DGN	FB 136 PG 52-58



Attachment A  
 Page 13 of 30 Pages  
 Sovereignty Submerged Lands Lease No. 160028342

1017523 PGO659

OFFICIAL RECORDS

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 8th day of February, 1993, between HUGH F. CULVERHOUSE, Grantor, and JACKSONVILLE PORT AUTHORITY, a public body politic and corporate created and existing by Chapter 63-1447, Laws of Florida, as amended, Tax ID No. 59-1009955, Grantee, whose post office address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206-3496; Attn: Managing Director;

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to him in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Duval, State of Florida, to wit:

The Parcels labeled A, B, C1, C2, D1, D2, E, F, G and H as described in the nine (9) page Exhibit "A" attached hereto and by reference made a part hereof.

TOGETHER WITH all improvements, tenements, easements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TOGETHER WITH, but without warranty, all riparian and littoral rights thereunto appertaining.

Subject to ad valorem property taxes accruing subsequent to December 31, 1992 and to the items set forth in Exhibit B attached hereto.

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other. This property is not the homestead of the Grantor.

Property Appraiser's Parcel I.D. #108828-0000  
108828-0700  
108828-0600  
108828-0700  
108828-0800  
108878-0200  
160830-0400

IN WITNESS WHEREOF, the said Grantor has executed this Special Warranty Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

Lillian Tramontano  
Name: LILLIAN TRAMONTANO

Hugh F. Culverhouse  
Name: HUGH F. CULVERHOUSE

Valarie G. Cappello  
Name: VALARIE G. CAPPELLO

Address: 1408 N. Westshore Blvd.  
Suite 908  
Tampa, FL 33607

Documentary Tax P.F.S. 20102 \$ 128741.40  
Documentary Tax P.F.S. 20103 \$ \_\_\_\_\_  
Available to P.F.S. 199 \_\_\_\_\_  
Received: 458,764  
Henry W. [unclear] of [unclear] Court Duval County  
By: R. L. Parke, Deputy Clerk

R+R  
This Instrument Prepared By:  
C. Wm. SENEY  
Rogers, Towers, Cheney Jones & Coy  
1301 Gulf Life Drive, Suite 1500  
Jacksonville, Florida 32207

13



17523 860660

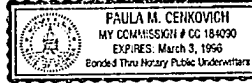
GENERAL RECORDS

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 1993 by Hugh F. Culverhouse, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

Paula M. Cenkovich  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
My Commission Number: PAULA M. CENKOVICH  
My Commission Number: \_\_\_\_\_



JOINDER IN DEED

DUNN'S TERMINAL, a dissolved Florida joint venture, by Hugh F. Culverhouse, its sole and last joint venturer and owner, of the County of Hillsborough, State of Florida, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by the said Grantee, the receipt and sufficiency whereof is hereby acknowledged, has joined in this Deed and remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said Grantee, and its successors and assigns forever, all of its right, title and interest in and to the following described land, situate, lying and being in Duval County, Florida, to-wit:

The Parcels labeled A, B, C1, C2, D1, D2, E, F, G and H as described in the nine (9) page Exhibit "A" attached hereto and by reference made a part hereof.

TOGETHER WITH all improvements, tenements, easements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TOGETHER WITH all riparian and littoral rights thereunto appertaining.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in any way appertaining, and all of its estate, right, title, interest, lien, equity and claim whatsoever, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Dunn's Terminal has executed this Joinder In Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

Lillian Tramontano  
Name: LILLIAN TRAMONTANO

Valarie G. Cappello  
Name: VALARIE G. CAPPELLO

DUNN'S TERMINAL, a dissolved Florida joint venture

By: Hugh F. Culverhouse  
Hugh F. Culverhouse, its sole and last joint venturer

07523 P60661

OFFICIAL RECORDS

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of February, 1993 by Hugh F. Culverhouse, the sole and last joint venturer of Dunn's Terminal, a dissolved Florida joint venture, on behalf of the joint venture. He is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

*Paula M. Cenkovich*  
Notary Public, State of Florida

Name: PAULA M. CENKOVICH  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_



KLM\CWR\CULVERHO\SPWARDEE

8

PARCEL A

7523 PG0662

OFFICIAL RECORDS

A parcel of land being a part of Sections 14 and 23, Township 1 South, Range 27 East, Duval County, Florida and including submerged lands purchased from the State of Florida and being more particularly described as follows: Commence for a Point of Beginning at a point in the Southerly right of way line of Heckscher Drive (a 200-foot R/W as now established) lying North 89° 13' 29" West, 561.85 feet from the intersection of said Southerly right of way line of Heckscher Drive with the Westerly right of way line of August Road (a 70-foot R/W as now established), said Point of Beginning also being the Northwest corner of the lands described in instrument recorded in O.R. Vol. 3245, page 176 of the current public records of said county; thence North 89° 13' 29" West along said Southerly right of way line, 440 feet, more or less to the Beginning Point of a bulkhead line as described in Established Bulkhead Line Plat Book 1, page 17 of the current public records of Duval County, Florida; thence South 67° 00' 00" West along said bulkhead line, 205.19 feet to the point of curve of a curve to the left, having a radius of 805.12 feet; thence along the arc of said curve and along said bulkhead line, a chord distance of 980.25 feet on a bearing of South 29° 30' 00" West to the point of tangent of said curve; thence South 08° 00' 00" East along said bulkhead line, 200.0; thence South 43° 15' 50" East along said bulkhead line, 2976.34 feet to the point of termination of said bulkhead line; said point also being the most southerly corner of lands described in O.R. Vol. 2377, page 442, said public records; thence North 46° 44' 10" East along the Southeasterly line of land described in said O.R. Vol. 2377, page 442 and along the most Easterly line of lands described in O.R. Vol. 2303, page 5 of said public records, 310.62 feet; thence South 89° 03' 59" East 170 feet, more or less to the waters of the St. Johns River; thence meander said waters in a Southeasterly direction 600 feet, more or less to the point on the Northwesterly line of lands described as Parcel "A" in Order of Taking dated May 13, 1975 Duval County Circuit Court File No. 75-3528-CA; thence North 52° 44' 41" East along the aforementioned Northwesterly line, 372 feet, more or less to the Southwesterly right of way line of said August Road; thence North 37° 12' 57" West along said right of way line, 984.33 feet; thence North 37° 17' 19" West along said right of way line 925.43 feet to the point of curve of a curve to the right, having a radius of 1175.60 feet; thence along the arc of said curve, a chord distance of 767.21 feet on a bearing of North 18° 09' 51" West to the point of tangent of said curve, which point is the most Southeasterly corner of the lands conveyed to the State of Florida Board of Trustees of the Internal Improvement Trust Fund by O.R. Vol. 3306, page 372; thence the next six calls go along the Southerly, Westerly and Northerly boundary of the lands described in said O.R. Vol. 3306, page 372 (1) North 47° 00' 00" West, 575.0 feet; (2) thence South 66° 14' 27" West, 270.0 feet; (3) thence North 58° 19' 00" West, 440.0 feet; (4) thence North 43° 17' 48" West, 200.0 feet; (5) thence Northeasterly 70 feet, more or less to the centerline of a creek or stream sometimes known as Wynn's Creek; (6) thence meander the centerline of said creek or stream in an easterly direction, 490 feet, more or less to a point lying on a bearing of South 14° 28' 31" West, 642 feet, more or less from the Point of Beginning, which point is the Southwesterly corner of the lands described in O.R. Vol. 3245, page 176 of the current public records of Duval County, Florida; thence along said bearing and line, which is also the westerly boundary of the lands described in O.R. Vol. 3245, page 176, 642 feet, more or less to the Point of Beginning.

The above described parcel of land is subject to a 40-foot drainage easement as recorded in Official Records Vol. 350, page 407 and a 100-foot drainage easement as shown in said Plat Book 1, page 17 of the former public records of Duval County, Florida.

Exhibit A  
Page 1

PARCEL B

7523 PG0663

OFFICIAL RECORDS

A parcel of land being a part of Government Lot 4, Section 23 and a portion of unsurveyed Section 14, Township 1 South, Range 27 East, Duval County, Florida and being more particularly described as follows: Commence for a Point of Beginning at a point on the Southerly right of way line of Heckscher Drive (a 200-foot R/W as now established), lying North 89° 13' 29" West, 295.66 feet from the intersection of said Southerly right of way line of Heckscher Drive with the Westerly right of way line of August Road (a 70-foot R/W as now established), which point is also the Northeastery corner of lands described in O.R. Vol. 3245, page 176 of the current public records of Duval County, Florida; thence South 89° 13' 29" East along said southerly right of way line, 295.66 feet to said Westerly right of way line; thence South 00° 48' 02" West along said Westerly right of way line 917 feet more or less to the centerline of a creek sometimes known as Wynn's Creek, said point also being the Northeast corner of lands conveyed and described in O.R. Vol. 3306, page 372 of the current public records of Duval County, Florida; thence meander centerline of said creek in a Westerly direction, 1060 feet, more or less to a point lying on a bearing of South 14° 28' 31" West, 471 feet, more or less from the Point of Beginning, said point also being the Southeast corner of lands described in said O.R. Vol. 3245, page 176; thence along said bearing and line and along the easterly line of the lands described in said O.R. Vol. 3245, page 176, 471 feet, more or less to the Point of Beginning.

Exhibit A  
Page 2

PARCEL C - 1

97523 PG0664

OFFICIAL RECORDS

A parcel of land being a part of Sections 14 and 13, Township 1 South, Range 27 East, Duval County, Florida and being more particularly described as follows: Commence for a Point of Reference at the intersection of the Southerly right of way line of Hecksher Drive (a 200-foot R/W as now established) with the Easterly right of way line of August Road (a 70-foot R/W as now established); thence South 0° 48' 31" West along said Easterly right of way line, 200 feet to the Southwest corner of lands described in O.R. Vol. 6139, page 1697 of the current public records of Duval County, Florida and the Point of Beginning; thence continue South 0° 48' 31" West along said Easterly right of way 734.77 feet to the point of curve of a curve to the left, having a radius of 1166.3 feet; thence along the arc of said curve, a chord distance of 720.10 feet on a bearing of South 18° 17' 17" East to the point of tangent of said curve; thence South 17° 17' 17" East along said right of way line, 916.81 feet; thence South 17° 11' 11" East along said right of way line, 1081.36 feet to the Northerly line of lands described as Parcel "B" in Order of Taking dated May 13, 1975, Duval County Circuit Court Title No. 75-3528-C4; thence South 85° 46' 51" East along said Northerly line 820.16 feet to the Northeasterly corner of the lands described as Parcel "B" in said Order of Taking; thence South 49° 13' 01" East along the Easterly line of lands described in Parcel "B" in said Order of Taking 1176.20 feet to the Northerly line of lands described in Parcel "C" in said Order of Taking; thence North 87° 58' 21" East along said Northerly line, 818.67 feet to the Westerly right of way line of State Road 9-A (R/W varies); thence North 13° 58' 00" West along said Westerly right of way line, 470.69 feet; thence North 11° 58' 02" West along said Westerly right of way line, 158.70 feet to a point on a curve concave Northeasterly and having a radius of 1503.79 feet, said point also lying on the Southerly right of way line of a C.S.K. Transportation right of way is 150 foot R/W according to O.R. Vol. 1040, page 654; thence along the arc of said curve, 1151.27 feet and having a chord bearing and distance of North 31° 35' 06" West, 1131.36 feet to a point on the Southerly line of Tract 5 of the New Berlin Carrie Christopher Addition as recorded in Plat Book 73, page 21 of the current public records of Duval County, Florida; thence South 89° 38' 52" West along said Southerly line of Tract 5, 999.83 feet to a point on the Easterly line of the East one-half of the Northeast one-quarter of said Section 23; thence North 0° 09' 49" West along said Easterly line, 1323.49 feet to the South line of lands described in Deed Book 1416, page 486 of the current public records of Duval County, Florida; thence South 87° 50' 11" West along said South line, 660.71 feet to the Southwest corner of said lands; thence North 0° 09' 49" West along the Westerly line of said lands described in Deed Book 1416, page 486, 659.82 feet to the Northwest corner of said lands described in Deed Book 1416, page 486; thence North 89° 49' 11" East, 660.71 feet along the North line of said lands described in Deed Book 1416, page 486; thence North 0° 09' 49" West, 562.02 feet to a point lying on a curve

concave Southerly and having a radius of 3169.72 feet, said point also being on the Southerly right of way line of Access Road "C" as shown on Jacksonville Transportation Authority Map Section Number 77002-3513, dated December 19, 1986; thence along the arc of said curve 345.17 feet, and having a chord bearing and distance of North 88° 47' 01" West, 365.05 feet, said arc also lying on said Access Road "C" Southerly right of way line; thence South 88° 30' 51" West along said right of way line, 536.70 feet; thence North 00° 45' 23" East along said right of way line, 116.52 feet; thence North 22° 26' 02" West, 50.81 feet to a point on the Southerly right of way line of Hecksher Drive; thence North 83° 13' 29" West along said right of way line 403.91 feet; thence South 00° 50' 20" West along said right of way line, 50.07 feet; thence North 83° 13' 29" West along said right of way line, 593.15 feet to a point on the Easterly line of lands as described in O.R. Vol. 6221, page 2353 as recorded in the current public records of Duval County, Florida; thence South 0° 48' 31" West along said Easterly line of lands as described in O.R. Vol. 6221, page 2353, 200.00 feet; thence North 89° 13' 29" West, 200.00 feet to a point on the Easterly right of way line of August Road, also being the Point of Beginning.

The above lands are less and except any lands below the Mean High Water Line of Wynn's Creek and the marshes appurtenant thereto.

Exhibit A  
Page 3

PARCEL C-2

7523 260665

ORIGINAL RECORDS

A parcel of land being a part of Sections 23 and 24, Township 1 South, Range 27 East, Duval County, Florida and being more particularly described as follows: Commence at the intersection of the Southerly right of way line of a C.S.X. Transportation right of way (a 150-foot R/W) as described in O.R. Vol. 1040, page 654 of the current public records of Duval County, Florida, with the Easterly right of way line of State Road 9-A as shown on Jacksonville Transportation Authority Map Section Number 72002-3513 (R/W varies) for a Point of Beginning; thence South 15° 56' 35" East along the Easterly right of way line of said State Road 9-A, 339.84 feet; thence South 06° 38' 07" East along the Easterly right of way line of said State Road 9-A, 32.38 feet to a point on the Northerly line of Parcel "C" described in Order of Taking, May 13, 1975, Duval County Circuit Court File number 75-3528-CA; thence North 82° 57' 52" East along said Northerly line of said Parcel "C", 372.93 feet to the Easterly line of Section 23; thence North 82° 19' 52" East along the Northerly line of said Parcel "C", 74.72 feet to a point on the Southerly right of way line of said C.S.X. Transportation right of way; thence North 68° 53' 09" West along said C.S.X. Transportation right of way, 280.18 feet to the Westerly line of Section 24; thence North 68° 52' 26" West along said C.S.X. Transportation right of way, 500.64 feet to the Easterly right of way line of said State Road 9-A, also being the Point of Beginning.

Exhibit A  
Page 4

7523 P60666

PARCEL D-1

SPECIAL RECORDS

A parcel of land being a part of Government Lot 7, Section 23, Township 1 South, Range 27 East, Duval County, Florida and being more particularly described as follows: Commence for a Point of Beginning at the intersection of the Westerly right of way line of Access Road "C" as shown on Jacksonville Transportation Authority Map Section Number 72002-3513 with the Northwesterly right of way line of a C.S.X. Transportation right of way (a 150-foot R/W) as described in O.R. Vol. 1040, page 654 of the current public records of Duval County, Florida; thence North 04° 16' 30" West along said Westerly right of way line of Access Road "C", 402.90 feet; thence North 10° 00' 21" West along said right of way line, 90.03 feet to a point on the Southerly line of lands described in Deed Book 1128, page 216; thence South 89° 59' 43" West along said Southerly line 186.05 feet to the Westerly line of said lands described in Deed Book 1128, page 216; thence North 00° 09' 29" West along said Westerly line, 104.64 feet to the Southerly line of Tract 5 of the New Berlin Carrie Christopher Addition as recorded in Plat Book 23, page 21 of the current public records of Duval County, Florida; thence South 89° 38' 53" West along the Southerly line of said Tract 5, a distance of 167.13 feet to a point on the Northeasterly right of way line of C.S.X. Transportation right of way, said point lying on a curve concave Northeasterly and having a radius of 1353.79 feet; thence run along the arc of said curve, 724.87 feet to the point of tangent of said curve, also being the Point of Beginning.

EXHIBIT A  
PAGE 5

PARCEL D-2

7523 PG0667

RECORDS

A parcel of land being a part of Government Lots 7 and 9, Section 23, Township 1 South, Range 27 East, Duval County, Florida and being more particularly described as follows: Commence for a Point of Beginning at the intersection of the Westerly right of way line of New Berlin Court (R/W varies) with the Easterly line of Section 23; thence North 42° 03' 14" West along the aforementioned right of way, 64.81 feet; thence North 39° 16' 15" West along said right of way, 313.29 feet; thence North 27° 49' 45" West along said right of way, 356.63 feet to the Southerly line of lands as described in Deed Book 1559, page 33; thence South 89° 38' 53" West along said Southerly line, 226.63 feet to a point lying on the easterly right of way line of State Road 9-A, said point lying on a curve concave Easterly and having a radius of 5635.58 feet; thence along the arc of said curve 423.97 feet on a chord bearing and distance of South 01° 35' 36" East, 423.87 feet, said curve lying on the Easterly right of way line of said State Road 9-A; thence South 09° 22' 21" East along the Easterly right of way line of said State Road 9-A, 220.91 feet; thence South 09° 11' 42" East along the Easterly right of way line of said State Road 9-A, 80.85 feet to a point lying on the Northerly right of way line of Access Road "C" (also known as New Berlin Road); thence South 68° 43' 43" East along the Northerly right of way of said Access Road "C", 207.79 feet to a point on a curve concave Northerly having a radius of 7569.44 feet; thence along the arc of said curve 404.38 feet to a point on the Easterly line of said Section 23; thence North 00° 05' 37" West along the Easterly line of Section 23, 327.43 feet to the Point of Beginning.

The above described lands are subject to lease agreement as recorded in O.R. Vol. 235, page 491 of the current public records of Duval County, Florida.

Exhibit A  
Page 6



PARCEL E

1017523 PG0668

OFFICIAL RECORDS

A parcel of land being a part of Government Lot 9, Section 23, Township 1 South, Range 27 East, Duval County, Florida and being more particularly described as follows: Commence for a Point of Beginning at the intersection of the Northeasterly right of way line of New Berlin Court (R/W varies) with the Easterly line of said Section 23; thence North 00° 17' 08" West along said Easterly line, 498.49 feet to the Southerly line of lands described in O.R. Vol. 2153, page 321; thence South 89° 53' 06" West along said Southerly line, 327.97 feet to the Northeasterly right of way line of said New Berlin Court; thence South 27° 49' 45" East along said Northeasterly right of way line, 298.89 feet; thence South 39° 16' 15" East along said right of way line 301.62 feet to the Point of Beginning.

The above described lands are less and except any lands below the Mean High Water Line of Wynn's Creek and the marshes appurtenant therein.

Exhibit A  
Page 7

PARCEL F

0.7523 PG0669

OFFICIAL RECORDS

A parcel of land being a part of Government Lot 2, Section 24, Township 1 South, Range 27 East, Duval County, Florida and being more particularly described as follows: Commence for a Point of Beginning at the intersection of the Westerly line of said Section 24 with the Northerly line of Access Road "C" (also known as New Berlin Road); thence North 00° 05' 37" West along said Westerly line of said Section 24, a distance of 327.43 feet to the Westerly right of way line of New Berlin Court (R/W varies); thence South 26° 27' 26" East along said Westerly right of way line 95.02 feet; thence South 28° 37' 09" East, 188.14 feet; thence South 02° 27' 27" West along said Westerly right of way line, 117.33 feet to a point lying on a curve concave Southerly and having a radius of 7569.44 feet, said point also lying on the Northerly right of way line of said Access Road "C"; thence along the arc of said curve 133.05 feet to the Point of Beginning.

Exhibit A  
Page 8

07523 890670

OFFICIAL RECORDS

PARCEL G

A portion of Section 25, Township 1 South, Range 28 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the intersection of the East line of said Section 25 with the Northwesterly right-of-way line of Heckscher Drive (also known as State Road No. 105 - a 100 foot right-of-way as now established), said point of intersection lying on a curve leading Southwesterly; thence Southwesterly along and around the arc of said curve and along said right-of-way line, being concave Northwesterly and having a radius of 1860.08 feet, an arc distance of 25.67 feet, said arc being subtended by a chord bearing and distance of South 36°29'37" West, 25.67 feet to the point of tangency of said curve; thence South 36°53'20" West, along last said line, 854.93 feet to a point lying on the Northeasterly line of those lands described and recorded in Official Records Volume 4071, Page 502 of said Public Records; thence North 53°06'40" West, along last said line, 200.00 feet to the POINT OF BEGINNING; said point lying on the Northwesterly line of said lands; thence South 36°53'20" West along last said line, and along the Northwesterly line of those lands described and recorded in Official Records Volume 5289, Page 19 of said Public Records, 207.36 feet to a point lying on the Northwesterly line of those lands described and recorded in Official Records Volume 5289, Page 20 of said Public Records; thence South 39°18'32" West, along last said line 75.80 feet to a point lying on the Northwesterly line of those lands described and recorded in Official Records Volume 5289, Page 21 of said Public Records; thence South 44°20'35" West along last said line 81.67 feet to a point; thence South 49°19'51" West a distance of 88.17 feet to a point lying on the Northwesterly line of those lands described and recorded in Official Records Volume 3351, Page 763 of said Public Records and its Southwesterly prolongation 484.02 feet to a point lying on the Northeasterly line of those lands described and recorded in Official Records Volume 6753, Page 1503 of said Public Records; thence North 39°36'29" West, along last said line, 1297.65 feet to a point lying on the Southeasterly line of a Perpetual Spoil Easement described as Tract No. 3 in that certain Easement Deed to Jacksonville Port Authority dated September 24, 1967, and recorded in Official Records Volume 2804, Page 1172; thence North 23°01'40" East, a distance of 1420.85 feet to a point; thence South 68°43'55" East 843.95 feet to a point on the Southeasterly line of the aforesaid Perpetual Spoil Easement; thence continue South 68°43'55" East, a distance of 40.96 feet to a point; thence South 4°7'39" West, a distance of 872.39 feet to a point; thence South 20°56'47" East, a distance of 500.16 feet, to the POINT OF BEGINNING.

Said Parcel G is the same land as Parcel A in that certain Warranty Deed dated March 12, 1991, recorded in O.R. Vol. 7076, Page 900, current public records, Duval County, Florida.

PARCEL H

A portion of Section 25, Township 1 South, Range 28 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the intersection of the East line of said Section 25, with the Northwesterly right-of-way line of Heckscher Drive (also known as State Road No. 105 - a 100 foot right-of-way as now established), said point of intersection lying on a curve leading Southwesterly; thence Southwesterly along and around the arc of said curve and along said right-of-way line, being concave Northwesterly and having a radius of 1860.08 feet, an arc distance of 25.67 feet, said arc being subtended by a chord bearing and distance of South 36°29'37" West, 25.67 feet to the point of tangency of said curve; thence South 36°53'20" West, along last said line, 854.93 feet to the POINT OF BEGINNING, said point lying on the Northeasterly line of those lands described and recorded in Official Records Volume 4071, Page 502 of said Public Records; thence North 53°06'40" West, along last said line, 200.00 feet; thence North 20°56'47" West, 150.28 feet; thence South 53°06'40" East, 327.21 feet to a point lying on the aforementioned Northwesterly right-of-way line of Heckscher Drive; thence South 36°53'20" West along last said line 80.00 feet to the POINT OF BEGINNING.

Exhibit A, Page 9

917523 P60671

OFFICIAL RECORDS

EXHIBIT B

1. Oil, Gas and Mineral Reservations in favor of Trustees of the Internal Improvement Fund, as contained in Deed dated August 6, 1964, and recorded August 14, 1964 in Official Records Volume 2259, page 531, public records, Duval County, Florida.
2. Oil, Gas and Mineral Reservations in favor of Trustees of the Internal Improvement Fund, as contained in Deed dated October 2, 1964, and recorded October 12, 1964 in Official Records Volume 2303, page 95, public records, Duval County, Florida.
3. Oil, Gas and Mineral Reservations in favor of Trustees of the Internal Improvement Fund, as contained in Deed dated December 28, 1964, and recorded January 6, 1964 in Official Records Volume 2377, page 442, public records, Duval County, Florida.
4. Drainage Easement dated September 11, 1957, recorded September 17, 1957 in Official Records Volume 358, page 407, current public records, Duval County, Florida. (Affects Parcel A)
5. Easement deed dated October 24, 1967, recorded in November 4, 1967 in Official Records Volume 2804, page 1170, current public records, Duval County, Florida. (Affects Parcels G and H).
6. Easement dated March 17, 1969, recorded March 20, 1969 in Official Records Volume 2967, page 1184, current public records, Duval County, Florida. (Affects Parcels G and H)
7. Easement reserved in that certain Warranty Deed dated March 12, 1991 recorded March 22, 1991 in Official Records Volume 7076, page 900, current public records, Duval County, Florida. (Affects Parcel H).
8. Title to that portion of subject property lying below the mean or ordinary high water mark of St. Johns River, Wynn's Creek and Sisters Creek.
9. Riparian and littoral rights.
10. Any and all rights of the United States Government and of the State of Florida arising by reasons of the United States Government control over navigable waters in the interest of navigation and commerce and the inalienable rights of the State of Florida in lands and waters of such character.
11. Lack of adequate means of ingress and egress to Parcel "C2."
12. Subject to a 100 foot Drainage Easement as shown on Bulkhead line plat in Plat Book 1, page 17, current public records, Duval County, Florida.
13. Matters shown on Established Bulkhead Plat Book 1, page 17.

93-0023482  
 93 FEB 25 AM 11:11  
 OFFICIAL RECORDS  
 DUVAL COUNTY, FLORIDA  
 CLERK OF COUNTY

KLW\CUR\CULVERHO\SPWARDEE

Book 8134 Pg 714

Bk: 8134  
Pg: 714 - 717  
Doc# 95137128  
Filed & Recorded  
07/20/95  
09:27:30 A.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 19.50  
DEED \$ 4,659.20

WARRANTY DEED

THIS INDENTURE is made this 19 day of July, 1995, by HANS G. VIGE, JR. and WANDA SUE VIGE, his wife whose address is 9336 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 Six Hundred Sixty Five Thousand, Five Hundred Six and 30/100 Dollars (\$665,506.30) 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" attached for Legal Description RE#109231-0000  
RE#109232-0000

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:

Melanie Modlin  
(sign name)

Hans G. Vige, Jr.  
Hans G. Vige, Jr.

Melanie Modlin  
(print name)

SS# 267-36-4251

Dorrah G. Clayton  
(sign name)

DORRAH G. CLAYTON  
(print name)

Melanie Modlin  
(sign name)

Wanda Sue Vige  
Wanda Sue Vige

Melanie Modlin  
(print name)

SS# 414-46-2422

Book 8134 Pg 715

*Deborah G. Clayton*  
(sign name)

DEBORAH G. CLAYTON  
(print name)

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 19 day of July, 1995, by Hans G. Vige, Jr. and Wanda Sue Vige, his wife. They are personally known to me or have produced H. Vige 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.

Book 8134 Pg 716

A TRACT OF LAND IN THE GRANT TO LEVIN GUNBY, SECTION 42, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF LOT 1, 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 LANDS THUS CONVEYED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR POINT OF REFERENCE COMMENCE AT THE EXTREME NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO D.J. AND ZILLAH W. CARRISON BY DEED RECORDED IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA IN DEED BOOK 1123, PAGE 117 AND RUN THENCE NORTH 61 DEGREES 18 MINUTES 20 SECONDS EAST A DISTANCE OF .28 TO AN IRON PIPE SET IN THE SOUTHWESTERLY BOUNDARY OF THE RIGHT OF WAY OF A ROAD DEEDED TO DUVAL COUNTY BY DEED RECORDED IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN DEED BOOK 1167, PAGE 33; RUN THENCE NORTH 34 DEGREES 33 MINUTES 10 SECONDS WEST ALONG THE SOUTHWESTERLY BOUNDARY OF SAID ROAD RIGHT OF WAY A DISTANCE OF 301.56 FEET TO AN IRON PIPE FOR POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID ROAD RIGHT OF WAY AND ALONG ITS NORTHWESTERLY PROLONGATION NORTH 34 DEGREES 33 MINUTES 10 SECONDS WEST A DISTANCE OF 100.52 FEET TO AN IRON PIPE; RUN THENCE SOUTH 61 DEGREES 18 MINUTES 20 SECONDS WEST A DISTANCE OF 314 FEET TO AN IRON PIPE ON THE LEFT BANK OF THE ST. JOHNS RIVER AND CONTINUE SOUTH 61 DEGREES 18 MINUTES 20 SECONDS WEST A DISTANCE OF 25 FEET MORE OR LESS TO THE WATERS OF SAID RIVER; RUN THENCE DOWN SAID RIVER IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 100 FEET MORE OR LESS TO A POINT WHICH BEARS SOUTH 61 DEGREES 18 MINUTES 20 SECONDS WEST FROM THE POINT OF BEGINNING; RUN THENCE NORTH 61 DEGREES 18 MINUTES 20 SECONDS EAST ACROSS A GRASSY FLAT A DISTANCE OF 75 FEET MORE OR LESS TO AN IRON PIPE SET IN THE WOODS ON THE LEFT BANK OF SAID RIVER AND CONTINUE THENCE NORTH 61 DEGREES 18 MINUTES 20 SECONDS EAST A DISTANCE OF 263 FEET TO THE POINT OF BEGINNING, THE LAND THUS DESCRIBED AND CONVEYED CONTAINING .72 OF AN ACRE, MORE OR LESS, TOGETHER WITH ALL RIPARIAN RIGHTS APPURTENANT THERETO BUT WITHOUT GUARANTY OR WARRANTY OF SAID RIPARIAN RIGHTS;

AND

A TRACT OF LAND IN THE GRANT TO LEVIN GUNBY, SECTION 42, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF LOT 1, 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:

ALL THAT PART OF LOT 1 LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF THAT PART OF SAID LOT ONE DESCRIBED IN DEED RECORDED IN THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN DEED BOOK 1181, AT PAGE 414, AND LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF LANDS CONVEYED BY SAID DEED RECORDED IN DEED BOOK 1181 AT PAGE 414 AS SAID NORTHEASTERLY LINE IS EXTENDED IN A NORTHWESTERLY DIRECTION, TOGETHER WITH ALL RIPARIAN RIGHTS APPURTENANT THERETO, BUT WITHOUT GUARANTY OR WARRANTY OF SAID RIPARIAN RIGHTS;

Book 8134 Pg 717

AND

A TRACT OF LAND IN THE GRANT TO LEVIN GUNBY, SECTION 42, TOWNSHIP 1 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, AND A PORTION OF LOTS 1 AND 2, BLOCK 1 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 REFERENCE COMMENCE AT THE EXTREME NORTHERLY CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO D.J. AND ZILLAH W. CARRISON BY DEED RECORDED IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA IN DEED BOOK 1123, PAGE 117 AND RUN THENCE NORTH 61 DEGREES 18 MINUTES 20 SECONDS EAST, A DISTANCE OF .28 FEET TO AN IRON PIPE SET IN THE SOUTHWESTERLY BOUNDARY OF THE RIGHT OF WAY OF A ROAD DEEDED TO DUVAL COUNTY BY DEED RECORDED IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, IN DEED BOOK 1167, PAGE 33; RUN THENCE NORTH 34 DEGREES 33 MINUTES 10 SECONDS WEST ALONG THE SOUTHWESTERLY BOUNDARY OF SAID ROAD RIGHT OF WAY A DISTANCE OF 201.04 FEET TO AN IRON PIPE FOR POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID ROAD RIGHT OF WAY NORTH 34 DEGREES 33 MINUTES 10 SECONDS WEST A DISTANCE OF 100.52 FEET TO AN IRON PIPE; RUN THENCE SOUTH 61 DEGREES 18 MINUTES 20 SECONDS WEST A DISTANCE OF 263 FEET TO AN IRON PIPE SET AT THE EDGE OF THE UPLAND ON THE LEFT BANK OF THE ST. JOHNS RIVER AND CONTINUE SOUTH 61 DEGREES 18 MINUTES 20 SECONDS WEST ACROSS A GRASSY FLAT A DISTANCE OF 75 FEET MORE OR LESS TO THE WATERS OF SAID RIVER; RUN THENCE DOWN RIVER IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 100 FEET MORE OR LESS TO A POINT WHICH BEARS SOUTH 61 DEGREES 18 MINUTES 20 SECONDS WEST FROM THE POINT OF BEGINNING; RUN THENCE NORTH 61 DEGREES 18 MINUTES 20 SECONDS EAST ACROSS A GRASSY FLAT A DISTANCE OF 130 FEET MORE OR LESS TO AN IRON PIPE SET AT THE EDGE OF THE UPLAND ON THE LEFT BANK OF SAID RIVER AND CONTINUE THENCE NORTH 61 DEGREES 18 MINUTES 20 SECONDS EAST A DISTANCE OF 217 FEET TO THE POINT OF BEGINNING, THENCE LAND THUS DESCRIBED AND CONVEYED CONTAINING .75 OF AN ACRE, MORE OR LESS, TOGETHER WITH ALL RIPARIAN RIGHTS APPURTENANT THERETO BUT WITHOUT GUARANTY OR WARRANTY OF SAID RIPARIAN RIGHTS.

EXHIBIT A



**BD2024-01-03**



## **SUBMISSION FOR BOARD APPROVAL**

**SUBJECT: SOVEREIGNTY SUBMERGED LAND LEASE RENEWAL AND  
MODIFICATION**

**(Easement No. 48286 BOT FILE NO. 160034042)**

**COST: \$0.00 (Renewal Fee)**

**BUDGETED: N/A**

**SOURCE OF FUNDS: Capital or Operating Budget or N/A**

**BACKGROUND:** JAXPORT has continued to maintain a Sovereign Submerged Land Lease Agreement (“SSLL”) No. 160034042 with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“State”) to operate a 3-slip commercial docking facility with 1 small floating platform to be used exclusively for mooring of tugboats and barges in conjunction with an upland shipping operation, without fueling facilities, with a sewage pump out facility. The current lease area is being modified to incorporate the floating dock addition. The current SSLL expired on November 7, 2023. The renewal reinstates the SSLL with the modification through August 28, 2028.

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

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

**ATTACHMENTS:**

- Location Map showing location of SSLL
- Agreement for execution with Board of Trustees of Internal Improvement Trust Fund of the State of Florida, which includes the property description and sketch.

**BD2024-01-03**



## SUBMISSION FOR BOARD APPROVAL

**RECOMMENDED FOR APPROVAL:**

James G. Bennett, PE  
Chief Operating Officer

James G. Bennett, PE  
James G. Bennett, PE (Jan 12, 2024 08:08 EST)

\_\_\_\_\_  
Signature and Date

**SUBMITTED FOR APPROVAL:**

Eric Green, CEO

Eric B. Green  
Eric B. Green (Jan 12, 2024 08:15 EST)

\_\_\_\_\_  
Signature and Date

**BOARD APPROVAL:**

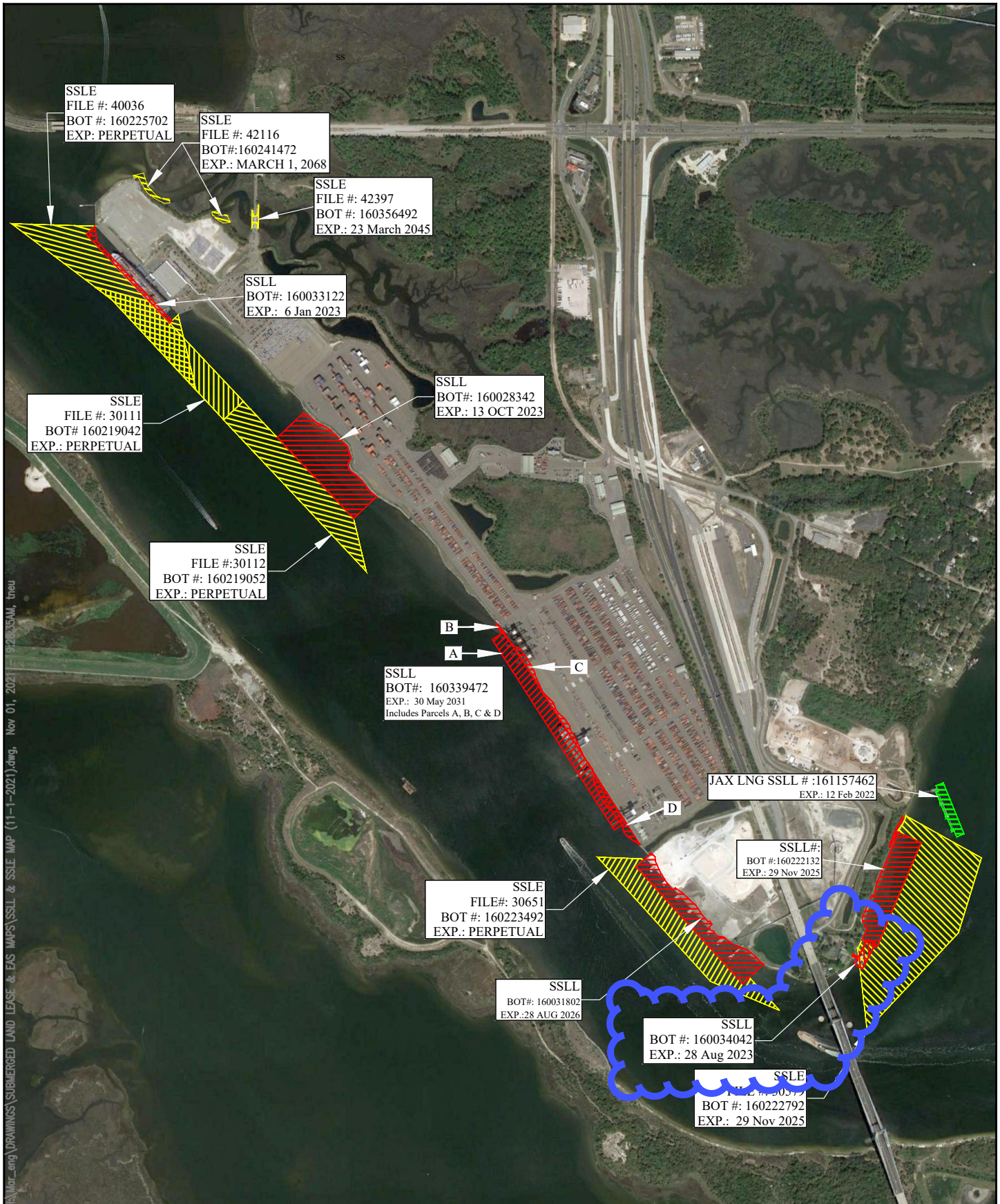
January 22, 2024  
Meeting Date

\_\_\_\_\_  
Rebecca Dicks/Recording Secretary

**ATTEST:**

\_\_\_\_\_  
Soo Gilvarry, Secretary

\_\_\_\_\_  
Daniel K. Bean, Chairman



		DAMES POINT MARINE TERMINAL SUBMERGED LAND LEASES & EASEMENT 2021	JAXPORT ENGINEERING & CONSTRUCTION DEPARTMENT		DATE	11/1/2021
		LEGEND JAXPORT SSLL JAXPORT SSLE SSLL OTHERS	2831 TALLEYRAND AVENUE JACKSONVILLE, FL 32206		SCALE	NTS

This Instrument Prepared By:  
Lisa-Marie Raulerson  
Action No. 48246  
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

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SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL  
AND MODIFICATION TO INCREASE LEASE AREA

BOT FILE NO. 160034042

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 public body politic and corporate, hereinafter referred to as the Lessee, the sovereignty lands 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 32,197 square feet, more or less,  
as is more particularly described and shown on Attachment A, dated September 11, 2023.

TO HAVE THE USE OF the hereinabove described premises from November 7, 2023, the effective date of this lease renewal with modification, through August 28, 2028, the expiration date of this lease renewal with modification. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 3-slip commercial docking facility with 1 small floating platform to be used exclusively for mooring of tugboats and barges in conjunction with an upland shipping operations, 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 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit No. 16-185791-003-ES, dated August 28, 2003, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[02-29]

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

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

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

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

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

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

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

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

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

Jacksonville Port Authority  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206

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

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

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

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

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

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

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

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

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

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

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

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

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

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

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

25. 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.

27. SPECIAL LEASE CONDITIONS:

A. The Lessee shall install and maintain, during the term of this lease and all subsequent renewal terms, reflective markers and lighted aids to navigation at all distant comers of the moored barges. The lighted aides are required to be on at night and during limited visibility conditions.

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

C. In order to reduce the risk of a vessel crushing a manatee, the Lessee shall install wharf/dolphin fenders constructed of material appropriate to provide a minimum vessel standoff space of three (3) feet under the maximum design compression. Fenders or buoys designed to provide a minimum standoff distance of three (3) feet under maximum design compression shall also be utilized between any two vessels which are moored together. For purposes of this lease, the term "vessel" shall include all barges, tugboats and other watercraft moored at, or otherwise utilizing the docking facility.

*[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

Signature: \_\_\_\_\_

(SEAL)

Printed Name: \_\_\_\_\_

BY: \_\_\_\_\_

Address: 3800 Commonwealth Blvd

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

Tallahassee, FL 32399

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

"LESSOR"

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

STATE OF FLORIDA  
COUNTY OF LEON

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

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant 1/2/2024  
DEP Attorney Date

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

WITNESSES:

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

Signature: \_\_\_\_\_

BY: \_\_\_\_\_  
Original Signature of Executing Authority

Printed Name: \_\_\_\_\_

Eric Green  
Typed/Printed Name of Executing Authority

Address: \_\_\_\_\_  
\_\_\_\_\_

Chief Executive Officer  
Title of Executing Authority

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

“LESSEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

My Commission Expires:

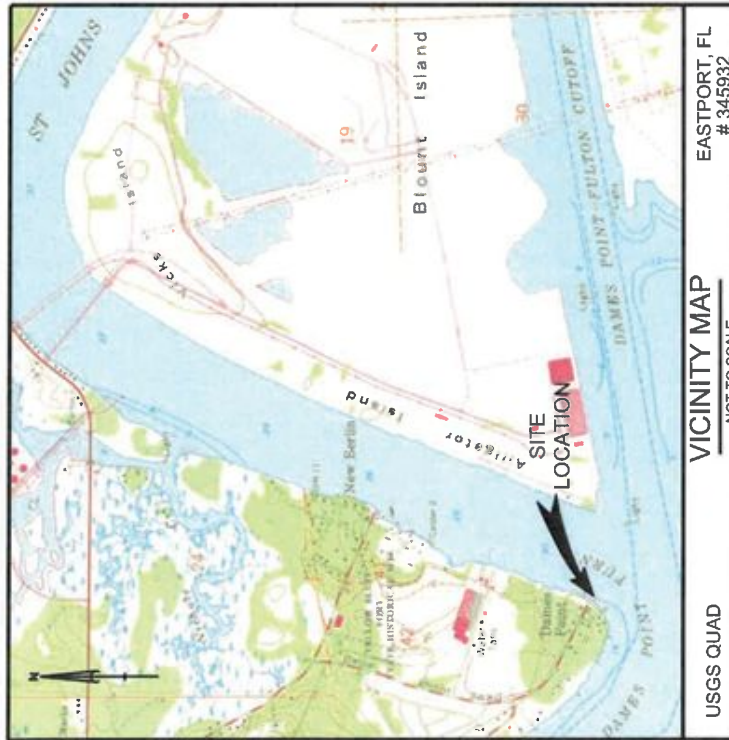
\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

A PARCEL OF SUBMERGED SOVEREIGN LAND LYING IN THE ST. JOHNS RIVER AND ADJACENT TO LOTS 4 AND 5, BLOCK 1, AND LOT 6, BLOCK 2, SOUTH BERLIN, RECORDED IN PLAT BOOK 5, PAGE 50 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA SECTION 25, TOWNSHIP 1 SOUTH, RANGE 27 EAST.



**SURVEY NOTES**

1. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE STATE PLANE PROJECTION FOR THE FLORIDA EAST ZONE (0901), NORTH AMERICAN DATUM OF 1983, NAD83/2011 ADJUSTMENT AND BASED ON THE SOUTH RIGHT-OF-WAY LINE OF DAMES POINT ROAD HAVING A BEARING BASES OF S61°40'28"E.
2. ALL UNITS SHOWN ARE U.S. SURVEY FEET.
3. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND REFERENCED TO FOUND CONCRETE MONUMENT WITH DISK STAMPED \*872 P 0219", ELEVATION 6.48'.
4. THE MEAN HIGH WATERLINE WAS ESTABLISHED BY EXTENDING TIDAL STATION 872-0219 ELEVATION 1.26' NAVD88. STATION INFORMATION OBTAINED FROM FLORIDA DEP LABINS.ORG ON MAY 02, 2023.
5. THE LINEAR FOOTAGE OF THE APPLICANTS SHORELINE IS 311 FEET.
6. NO SHORELINE VEGETATION ON SITE. RIP-RAP ALONG SHORELINE OF LEASE.
7. THIS IS FIELD SURVEY AND WAS COMPLETED ON MAY 02, 2023.
8. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED ABOVE AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS AT THAT TIME.

**CERTIFIED TO:**

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

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 2 AND 3

**FOR: JACKSONVILLE PORT AUTHORITY**  
JPA / MORAN - SOVEREIGN SUBMERGED LANDS LEASE

**ARC SURVEYING & MAPPING, INC.**



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

DRAWN BY: RJS DATE: 5/11/23 FILE #: 23-092 JPA.MORAN.SSLL JOB NO. 23-092.SSLL



THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF THE FLORIDA PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 3017.052 OF THE FLORIDA ADMINISTRATIVE CODES.

Richard J Sawyer, PSM  
Sawyer, PSM  
Date: 2023.05.11 13:21:26 -0400

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



## PARCEL DESCRIPTION

A PARCEL OF SUBMERGED SOVEREIGN LAND LYING IN THE ST. JOHNS RIVER AND ADJACENT TO LOTS 4 AND 5, BLOCK 1 AND LOT 6, BLOCK 2, SOUTH BERLIN, ACCORDING TO PLAT RECORDED IN PLAT BOOK 5, PAGE 50 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SECTION 25 TOWNSHIP 1 SOUTH, RANGE 27 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF LOT 5 BLOCK 1, SAID SOUTH BERLIN, AND THE ESTABLISHED INTERSECTION OF THE FORMER SOUTH RIGHT-OF-WAY LINE OF DAMES POINT ROAD (A 50 FOOT RIGHT-OF-WAY AS NOW EXIST) THENCE RUN S61°40'28"E ALONG SAID SOUTH FORMER RIGHT OF WAY AND THE SOUTHERLY PROLONGATION THERE OF, A DISTANCE OF 342.30 FEET TO THE INTERSECTION OF THE MEAN HIGH WATER LINE, SAID MEAN HIGH WATER LINE HAVING AN ELEVATION OF 1.26 FEET, NAVD88 DATUM, AND EXTENDED FROM TIDE STATION 872-0219 DAMES POINT AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING, PROCEED ALONG THE SAID MEAN HIGH WATER LINE S48°51'46"W A DISTANCE OF 9.58 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE AND INTO THE WATERS OF THE ST. JOHNS RIVER S60°35'29"E A DISTANCE OF 53.44 FEET; THENCE N28°18'16"E A DISTANCE OF 211.01 FEET; THENCE S61°41'44"E A DISTANCE OF 103.39 FEET; THENCE S28°18'16"W A DISTANCE OF 300.00 FEET; THENCE N61°41'44"W A DISTANCE OF 103.39 FEET; THENCE N28°18'16"E A DISTANCE OF 32.90 FEET; THENCE N61°41'44"W A DISTANCE OF 28.38 FEET; THENCE N28°18'16"E A DISTANCE OF 13.00 FEET; THENCE S61°41'44"E A DISTANCE OF 28.38 FEET; THENCE N28°18'16"E A DISTANCE OF 28.18 FEET; THENCE N60°35'29"W A DISTANCE OF 55.28 FEET AND THE INTERSECTION OF THE AFOREMENTIONED MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE N35°21'49"E A DISTANCE OF 14.98 FEET AND THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL OF SUBMERGED SOVEREIGN LANDS CONTAINS +/- 0.74 ACRES (32197 SQUARE FEET).

BSM REVIEWED  
By SEW Date 8/18/23

THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEET 1 AND 2

**FOR: JACKSONVILLE PORT AUTHORITY**  
JPA / MORAN - SOVEREIGN SUBMERGED LANDS LEASE

**ARC SURVEYING & MAPPING, INC.**



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

DRAWN BY:	DATE:	FILE #:	JOB NO.
RJS	5/11/23	23-092 JPA MORAN SSSL	23-092 SSSL

SHEET 3 of 3

11411501

Book 8280 Pg 76

Blk: 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

Book 8300 Pg 1192  
RE-RECORD

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.~~

This Warranty Deed is being re-recorded to provide a more adequate legal description of the above described Parcel which appears on the attached Exhibit A 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)

[Signature]  
(sign name)

DEBORAH G. CLAYTOR  
(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# 261-15-1471

Book 82c Pg 77

Book 8300 Pg 1193

FILED

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 at  
Large.

My Commission expires:

Book 8300 Pg 1194

All of Lots 4 and 5, Block 1, South Berlin, as recorded in Plat Book 5, Page 50 of the current public records of Duval County, Florida, together with that portion of Van Balsan Street (as closed by Official Records Volume 2081, Page 105) lying easterly of said Lots 4 and 5 and extending to the banks of the St. Johns river. Less and except that portion lying within the right-of-way line of the Dames Point expressway (State Road No. 9A), as described as Parcel 55.1 in Official Records Volume 5891, Page 1325 of said current public records.

Bk: 8300  
Pg: 1192 - 1194  
Doc# 96053329  
Filed & Recorded  
03/14/96  
09:29:15 A.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 15.00

EXHIBIT A



Book 9172 Pg 1160

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

**WARRANTY DEED**

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

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

See Exhibit A attached RE#109193-0000

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

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

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

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

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

**Signed and Sealed in Our Presence as Witnesses:**

Melanie Modlin  
(sign name)

Melanie Modlin  
(print name)

Vicki M Lewis  
(sign name)

Vicki M. LEWIS  
(print name)

**GRANTOR:**

Lillian V. Curtis (3)  
Lillian V. Curtis

SS# 265-24-9647

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

STATE OF FLORIDA  
COUNTY OF DUVAL

Book 9172 Pg 1161

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



Shawana D. Catus  
(sign name)

Shawana D. Catus  
(print name)

Notary Public, State of Florida at  
Large.

My Commission expires:

EXHIBIT "A"

Book 9172 Pg 1162

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



## **SUBMISSION FOR BOARD APPROVAL**

**SUBJECT: Federal Channel Post-Construction Environmental Monitoring**

**COST: \$2,320,600            Budgeted: Yes**

**SOURCE OF FUNDS: JAXPORT**

**BACKGROUND:** In January 2017, the JAXPORT Board of Directors entered into a Project Partnership Agreement (PPA) which authorized the U.S. Army Corps of Engineers (USACOE) to bid out and manage the construction, maintain the Jacksonville Harbor Deepening Project (the Project) upon completion, and authorized the non-federal sponsor to fund 100% of the project with the potential repayment or credit for the federal share at some later date. The Project, which dredged 11 miles of the harbor to 47', was completed in May 2022, two years ahead of schedule with financial support provided by the Federal Government, the State of Florida, the City of Jacksonville, JAXPORT and a tenant.

As a part of the Project, JAXPORT committed to the community that environmental monitoring be required. The USACOE has agreed to provide the environmental compliance, supervision and administration, and engineering and design, associated with this work (the Additional Work).

**STATUS:** The USACOE is prepared to begin the Additional Work required to fulfil the environmental monitoring committed by JAXPORT for up to 10 years, subject to JAXPORT's agreement to fund the expenses related to the Additional Work.

**RECOMMENDATION:** It is the recommendation of management that the Board of Directors approve the funding request from the USACOE for the 2023/2024 year in the amount of \$2,320,600 and further approve future annual payments required by the USACOE for providing environmental monitoring of the Project as presented in JAXPORT's annual Capital Budget.

**ATTACHMENTS:** Memorandum of Agreement Between the Department of the Army and Jacksonville Port Authority for Additional Work During Operation and Maintenance of Jacksonville Harbor Navigation Project; Amendment Number 1 to the Project Partnership Agreement Between the Department of the Army and Jacksonville Port Authority for Construction of the Jacksonville Harbor Navigation Project.

**BD2024-01-04**



## SUBMISSION FOR BOARD APPROVAL

**RECOMMENDED FOR APPROVAL:**

James Bennett  
Chief Operating Officer

James G. Bennett, PE  
James G. Bennett, PE (Jan 12, 2024 13:27 EST)

\_\_\_\_\_  
Signature and Date

**SUBMITTED FOR APPROVAL:**

Eric Green  
Chief Executive Officer

Eric B. Green  
Eric B. Green (Jan 12, 2024 13:32 EST)

\_\_\_\_\_  
Signature and Date

**BOARD APPROVAL:**

January 22, 2024  
Meeting Date

\_\_\_\_\_  
Rebecca Dicks/Recording Secretary

**ATTEST:**

\_\_\_\_\_  
Soo Gilvarry, Secretary

\_\_\_\_\_  
Daniel K. Bean, Chairman

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
JACKSONVILLE PORT AUTHORITY  
FOR ADDITIONAL WORK DURING OPERATION AND MAINTENANCE OF  
JACKSONVILLE HARBOR NAVIGATION PROJECT

This MEMORANDUM OF AGREEMENT (hereinafter the “MOA”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the “Government”), represented by the U.S. Army Commander, Jacksonville District (hereinafter the “District Commander”), and the Jacksonville Port Authority (hereinafter the “Non-Federal Interest”), represented by its Chief Executive Officer.

WITNESSETH, THAT:

WHEREAS, the Jacksonville Harbor Navigation Project (hereinafter the “Project”) was authorized pursuant to Section 7002(1) of the Water Resources Reform and Development Act of 2014, Public Law 113-121;

WHEREAS, the Non-Federal Interest requests post-construction environmental monitoring (hereinafter the “Additional Work”) and agrees to pay all costs associated with the Additional Work; and

WHEREAS the Government is authorized pursuant to 33 U.S.C. 701h to accept and expend funds to carry out the Additional Work in connection with operation and maintenance of the Project.

NOW, THEREFORE, the Government and the Non-Federal Interest agree as follows:

1. The Non-Federal Interest shall provide to the Government funds to pay all costs, including the costs of environmental compliance, supervision and administration, and engineering and design, associated with the Additional Work. While the Government will endeavor to limit the costs associated with the Additional Work to the current estimate of \$21,772,700, the Non-Federal Interest acknowledges that the actual costs for the Additional Work may exceed such estimated amount due to claims or other unforeseen circumstances and that the Non-Federal Interest is responsible for all costs, including any claims, related to the Additional Work.
2. Within thirty (30) calendar days of execution of this MOA, the Non-Federal Interest shall provide to the Government the sum of \$2,320,600. If at any time the Government determines that additional funds are needed, the Government shall notify the Non-Federal Interest in writing of the amount, and no later than thirty (30) calendar days from receipt of such notice, the Non-Federal Interest shall provide to the Government the full amount of the additional funds.

3. The Non-Federal Interest shall provide the funds to the Government by delivering a check payable to “FAO, USAED, Jacksonville (K3)” to the District Commander or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government.
4. The Government shall not commence the Additional Work until: a) all applicable environmental laws and regulations have been complied with, including, but not limited to, the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347) and Section 401 of the Clean Water Act (33 U.S.C. 1341); and the Non-Federal Interest has provided to the Government authorization for entry to all lands, easements and rights-of-way the Government determines to be required for the Additional Work.
5. The Government shall provide the Non-Federal Interest with quarterly reports of obligations for the Additional Work. The first such report shall be provided within sixty (60) calendar days after the final day of the first full quarter of the Government fiscal year following receipt of the funds pursuant to this MOA. Subsequent reports shall be provided within sixty (60) calendar days after the final day of each succeeding quarter until the Government concludes the Additional Work.
6. Upon conclusion of the Additional Work and resolution of all relevant claims and appeals, the Government shall conduct a final accounting of the costs of such work and furnish the Non-Federal Interest with written notice of the results of such final accounting. Such final accounting shall in no way limit the Non-Federal Interest’s responsibility to pay for all costs associated with the Additional Work, including contract claims or any other liability that may become known after the final accounting. If such costs are more than the amount of funds provided by the Non-Federal Interest, the Non-Federal Interest shall provide the required additional funds within thirty (30) calendar days of such written notice by delivering a check payable to “FAO, USAED, Jacksonville (K3)” to the District Commander or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If such costs are less than the amount of funds provided by the Non-Federal Interest, the Government shall refund the excess to the Non-Federal Interest within sixty (60) calendar days of such written notice, subject to the availability of funds.
7. Before either party to this MOA may bring suit in any court concerning an issue relating to this MOA, such party must first seek in good faith to resolve the issue through negotiation or other forms of nonbinding alternative dispute resolution mutually acceptable to the parties.
8. In the exercise of their respective rights and obligations under this MOA, the Government and the Non-Federal Interest each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.
9. Notices.
  - a. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and either delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Interest:  
Chief Executive Officer  
Jacksonville Port Authority  
P.O. Box 3005  
Jacksonville, Florida 32206-0005

If to the Government:  
District Commander  
U.S. Army Corps of Engineers, Jacksonville District  
P.O. Box 4970  
Jacksonville, Florida 32232-0019

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

10. This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may unilaterally terminate further performance under this MOA by providing at least 15 calendar dates written notice to the other party. In the event of termination, the Non-Federal Interest remains responsible for any and all costs incurred by the Government under this MOA for the Additional Work and for any and all costs of closing out or transferring any ongoing contracts.

IN WITNESS WHEREOF, the parties hereto have executed this MOA, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

JACKSONVILLE PORT AUTHORITY

BY: \_\_\_\_\_  
James L. Booth  
Colonel, U.S. Army  
District Commander

BY: \_\_\_\_\_  
Eric Green  
Chief Executive Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



CERTIFICATE OF AUTHORITY

I, Michael T. Fackler, do hereby certify that I am the principal legal officer for the Jacksonville Port Authority, that the Jacksonville Port Authority is a legally constituted public body with full authority and legal capability to perform the terms of the Memorandum of Agreement between the Department of the Army and the Jacksonville Port Authority in connection with the Jacksonville Harbor Navigation Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of Amendment Number 1, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Amendment on behalf of the Jacksonville Port Authority acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Michael T. Fackler  
General Counsel  
Jacksonville Port Authority

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Eric Green  
Chief Executive Officer  
Jacksonville Port Authority

DATE: \_\_\_\_\_

AMENDMENT NUMBER 1  
TO THE  
PROJECT PARTNERSHIP AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
JACKSONVILLE PORT AUTHORITY  
FOR CONSTRUCTION  
OF THE  
JACKSONVILLE HARBOR NAVIGATION PROJECT

This Amendment Number 1 is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Jacksonville District (hereinafter the “District Commander”) and the Jacksonville Port Authority (hereinafter the “Non-Federal Sponsor”), represented by its Chief Executive Officer.

WITNESSETH, THAT:

WHEREAS, on January 31, 2017, the Government and the Non-Federal Sponsor entered into a Project Partnership Agreement (hereinafter the “Agreement”) for construction of the Jacksonville Harbor Navigation Project (hereinafter the “Project”, as defined in Article I.A. of the Agreement);

WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsor’s full expense, *additional work* while the Government is carrying out the Project;

WHEREAS, the Non-Federal Sponsor requests the Government to perform post-construction environmental monitoring for years 2 through 10, which is a non-Federal responsibility, as *additional work*; and

WHEREAS, the Government and the Non-Federal Sponsor desire to amend the Agreement to broaden the scope of *additional work* that may be undertaken for this Project.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree to amend the Agreement as follows:

1. Insert after the thirteenth WHEREAS clause the following:

“WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsor’s full expense, *additional work* while the Government is carrying out the *Project*;”

2. In Article I.E., insert “*additional work*, if any;” before “or the Non-Federal Sponsor’s costs of negotiating this Agreement.”

3. Insert the following after Article I.M:

“N. The term “*additional work*” means items of work related to, but not cost shared as part of, the *Project* that the Government will undertake on the Non-Federal Sponsor’s behalf while the Government is carrying out the *Project*, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.”

4. Delete Article II.I. and Articles II.I.1 to II.I.3., and replace them with the following:

“I. The Non-Federal Sponsor may request in writing that the Government perform *additional work* on the Non-Federal Sponsor’s behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article V.F., must provide funds sufficient to cover the costs of construction of such work, in advance of the Government performing the work. In addition, the Non-Federal Sponsor is responsible for providing, at no cost to the Government, any additional real property interests and *relocations* determined by the Government to be required for construction, operation, and maintenance of such work.”

5. In Article V.A., insert the following sentence before the last sentence:

“The costs for *additional work* are projected to be \$21,722,700.”

6. In Articles V.F., V.F.1., and V.F.2., replace all occurrences of “additional work” with “*additional work*”.

7. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number 1, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

JACKSONVILLE PORT AUTHORITY

BY: \_\_\_\_\_  
James L. Booth  
Colonel, U.S. Army  
District Commander

BY: \_\_\_\_\_  
Eric Green  
Chief Executive Officer

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CERTIFICATE OF AUTHORITY

I, Michael T. Fackler, do hereby certify that I am the principal legal officer for the Jacksonville Port Authority, that the Jacksonville Port Authority is a legally constituted public body with full authority and legal capability to perform the terms of Amendment Number 1 between the Department of the Army and the Jacksonville Port Authority in connection with the Jacksonville Harbor Navigation Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of Amendment Number 1, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Amendment on behalf of the Jacksonville Port Authority acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Michael T. Fackler  
General Counsel  
Jacksonville Port Authority

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Eric Green  
Chief Executive Officer  
Jacksonville Port Authority

DATE: \_\_\_\_\_

**BD2024-01-05**



## **SUBMISSION FOR BOARD APPROVAL**

**SUBJECT: SSA JCT – Container Yard Improvements**

**COST: \$3,910,090 (8%) Contingency                      Budgeted: Yes**

**SOURCE OF FUNDS: U.S. DOT Grant and Tenant Funds**

### **BACKGROUND:**

Terminal Operator SSA Jacksonville LLC executed a long-term lease which called for expansion of the current terminal from 50 acres of leased premises to approximately 80 acres, with potential expansion up to a total of 120 acres as it is available on Blount Island. Currently, SSA leases approximately 93 acres on Blount Island. Lease provisions included certain capital improvements to be made by SSA. In November 2019, JAXPORT was awarded a \$20 million U.S. Department of Transportation Grant to assist in funding \$72.7 million of improvements on the premises in order to modernize the container terminal. SSA Jacksonville LLC will provide all additional capital needed to complete the project. In July 2021, JAXPORT’s Board of Directors approved, based on the Request for Qualifications process, entering into a contract with AECOM Technical Services, Inc. to provide Program Management and Inspection Services for this project.

This project consists of furnishing all labor, materials, equipment and supervision to perform improvements in paving, fencing, gates, drainage and lighting at the existing SSA Container Terminal at Blount Island Marine Terminal. The scope of work includes, but is not limited to, modernization of the current container terminal through demolition of certain facilities, construction of a new pavement system that enables use of top-pick or rubber-tired gantry container handling equipment; installation of additional high mast yard lighting and fire hydrants; truck gate enhancements; and provisions for gate expansion and utility system improvements. The construction will be implemented in 8 phases scheduled over approximately three years enabling the terminal to stay in operation throughout the construction period.

In July 2021, Procurement Services solicited bids from qualified and licensed contractors for construction of Phases 1-7. In September 2021, Procurement Services received two (2) conforming bids. The Board approved the execution of a contract with Superior Construction in September 2021 in the amount of \$48,876,120 and a contingency amount of \$2,443,806 (5%).

**BD2024-01-05**



## **SUBMISSION FOR BOARD APPROVAL**

Unforeseen field conditions during construction, as well as design changes by the tenant, have resulted in change orders totaling \$2,369,910.84. The project is approximately 50% completed. Additional change orders are expected before this project (Phases 1 through 7) are completed. As such, additional 8% contingency is requested in the amount of \$3,910,090.

### **EXPENSE CATEGORY:**

- Renewal of existing services
- Replacement (end of life) or upgrade of equipment
- Related to new opportunity
- Related to or part of cap-ex strategy

This is a budgeted capital item for fiscal year 2024, and will be funded with 25.03% USDOT (Federal) funds up to a maximum federal participation of \$20M and remaining funds provided by the Tenant (SSA).

### **FINANCIAL:**

Available Budget:	\$30,864,464 (as of December 21, 2023)
Proposed Expense:	\$ 0
8% Contingency:	<u>\$ 3,910,090</u>
Remaining Balance:	<b>\$26,954,374</b>

### **RECOMMENDATION:**

Management recommends that the Board of Directors approve an additional contingency amount of \$3,910,090, which is 8% of the original contract amount awarded to Superior Construction Company Southeast, LLC for the SSA JCT – Container Yard Improvements Phases 1 – 7.



**BD2024-01-05**



**SUBMISSION FOR BOARD APPROVAL**

**RECOMMENDED FOR APPROVAL:**

James Bennett  
Chief Operating Officer

James G. Bennett, PE  
James G. Bennett, PE (Jan 12, 2024 08:06 EST)

\_\_\_\_\_  
Signature and Date

**SUBMITTED FOR APPROVAL:**

Eric Green  
Chief Executive Officer

Eric B. Green  
Eric B. Green (Jan 12, 2024 08:15 EST)

\_\_\_\_\_  
Signature and Date

**BOARD APPROVAL:**

January 22, 2024  
Meeting Date

\_\_\_\_\_  
Rebecca Dicks/Recording Secretary

**ATTEST:**

\_\_\_\_\_  
Soo Gilvarry, Secretary

\_\_\_\_\_  
Daniel Bean, Chairman

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

AC-2024-01-01  
Reference No.

\_\_\_\_\_  
File

01/17/2024  
Date

**SUBJECT: Terminal Development for SET – CM at Risk GMP4 and GMP4B Packages**  
**JPA Project No.: B2022.11                      JPA Contract No.: AE-1830 CO#8**  
**JE Dunn Construction Company**

**COST: \$23,328,350.00                       BUDGETED                       NON-BUDGETED**

**BACKGROUND:**

This package consists of Masonry, Sheet Vinyl Retaining Wall, Joint Sealants and Waterproofing, Roofing, Doors/Frames/Hardware, Storefront and Glazing, Overhead Doors, Fuel Island Canopy, Prefab Longshoremen Restroom, Drywall and Framing, Elevators, Fire Protection, Phase Two Sitework & Site Utilities and Load Transfer Platform Material scopes of work, in addition to items required to complete such portion of work as described in early release bid packages described herein, on the 89 acres located on Blount Island for AE-1830 Terminal Development for SE Toyota.

On Friday, November 3, 2023 and Tuesday, December 4, 2023, JE Dunn Construction Company, Construction Manager at Risk (CMAR) for the AE-1830 Terminal Development for SE Toyota Project, solicited bids from qualified and licensed contractors for fourteen (14) separate bids packages for the scopes of work listed above. On Tuesday, November 14, 2023 and Wednesday, December 13, 2023, non-mandatory pre-bid conferences were held virtually via a “Microsoft Teams” meeting. JE Dunn received bids for these packages from December 5 -7, 2023 and January 4, 2024.

After review of the conforming bids, it is the recommendation of JE Dunn Construction Company and Southeast Toyota to award the following bidders for each scope of work for those who offered the lowest, responsive, and responsible bid for their respected bid packages.

	Scope of Work	Selected Bidder
1	Masonry	Bush Masonry
2	Sheet Vinyl Retaining Wall	Tower Davis Construction
3	Joint Sealants and Waterproofing	Blanchard Caulking & Coating
4	Roofing	Barber & Associates
5	Overhead Doors	American Roll Up Door
6	Doors, Frames, and Hardware	Taylor Cotton & Ridley
7	Aluminum Storefront and Curtainwall	Lee & Cates
8	Fuel Island Canopy Structure	McGee Corporation
9	Pre-Fab Longshoremen Restroom	Panel Built
10	Framing, Drywall and ACT	Colby
11	Elevator	KONE
12	Fire Protection	Wigginton
13	Phase Two Sitework & Site Utilities	Baker Constructors
14	Load Transfer Platform Material	Liberty Trucking

AC-2024-01-01

**EXPENSE CATEGORY:**

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

This is a budgeted capital item for FY 24, and will be funded with 50% FDOT funds and 50% SET funds up to a maximum spend of \$39.56 million. Excess funds about that amount are the responsibility of SET.

**FINANCIAL:**

Available Budget:	\$56,375,237
Proposed Expense:	<u>\$23,328,350</u>
Remaining Balance:	\$33,046,887

**RECOMMENDATION:**

Management recommends that the Board of Directors approve the issuance of Change Order No. 8 to JE Dunn Construction Company in the amount of \$23,328,350 for Terminal Development at SET – CM at Risk GMP4 and GMP4B Packages, the total contract cost to include Change Order No. 1 – 8 is \$93,524,836.09

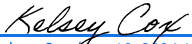
**AC-2024-01-01**


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

Attachments: JE Dunn Construction Company GMP#4 & 4B Request Dated 01/09/2024  
Award Recommendation dated 00/00/2024

**ORIGINATED BY:**

**SUBMITTED FOR APPROVAL**

  
Kelsey Cox (Jan 18, 2024 11:28 EST)  
Kelsey Cox, Sr. Director, Engineering & Construction


  
Retta Rogers (Jan 18, 2024 11:30 EST)  
Retta Rogers, Director, Procurement Services

**AWARDS COMMITTEE ACTION**

APPROVED

**APPROVED/REJECTED/DEFERRED**

**CONDITIONS OF APPROVAL (IF ANY):**

  
Sandra Platt (Jan 18, 2024 15:37 EST)  
Sandra Platt, Secretary to Awards Committee

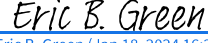
  
Chelsea Kavanagh (Jan 18, 2024 16:16 EST)  
Chelsea Kavanagh, Vice Chair to Awards Committee

**CHIEF EXECUTIVE OFFICER ACTION**

APPROVED

**APPROVED/REJECTED/DEFERRED**

**CONDITIONS OF APPROVAL (IF ANY):**

  
Eric B. Green (Jan 18, 2024 16:24 EST)  
Eric B. Green, Chief Executive Officer

**CONDITIONS OF APPROVAL (IF ANY):**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rebecca Dicks, Corporate Secretary

**BOARD DECISION**

**APPROVED/REJECTED/DEFERRED**

**CONDITIONS OF APPROVAL (IF ANY):**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary



P.O. Box 3005  
 Jacksonville, Florida 32206-0005  
 (904) 357-3062

**CAPITAL PURCHASE ORDER**

**VENDOR:** JE Dunn Construction #15379      **CONTRACT NO:** AE-1830-08

**ADDRESS:** 24 Drayton Street, Suite 400      **REQUESTING DEPT:** Engineering

Savannah, GA 31401      **JAXPORT TELEPHONE:** (904)357-3062

Scott Bodden, Project Manager      **JAXPORT CONTACT:** James "Tripper" Jones

**TELEPHONE/FAX:** scott.bodden@jedunn.com      **G/L ACCT. #:** 003.2050.AE-1830.B2022.11

DESCRIPTION	
<b>Change Order No. 6 to CPO 4868</b>	
Provide all necessary labor, materials, equipment and supervision to perform <b>Masonry, Sheet Vinyl Retaining Wall, Joint Sealants and Waterproofing, Roofing, Doors/Frames/Hardware, Storefront and Glazing, Overhead Doors, Fuel Island Canopy, Prefab Longshoremen Restroom, Drywall and Framing, Elevators, and Fire Protection</b> services as per GMP Package 4; and <b>Phase Two Sitework &amp; Site Utilities and Load Transfer Platform Material</b> services as per GMP Package 4B on the 89 acres located at BIMT. Terms and Conditions are in accordance with contract AE-1830. (See GMP Package No. 4 and 4B dated 01/09/2024 attached).	
<b>TOTAL GMP PACKAGE 4 &amp; 4B: \$ 23,328,350.00</b>	
<b>*Current Contract Value to include Change Order No. 1 – 8 is \$93,524,836.09</b>	
<b>COO APPROVAL:</b> <u>James G. Bennett, PE</u> <small>James G. Bennett, PE (Jan 18, 2024 14:11 EST)</small>	<b>AUTHORIZED COST: \$ 23,328,350.00</b>

**REQUESTED BY:** James Jones  
James Jones (Jan 18, 2024 08:53 EST)

**ENGINEERING APPROVAL:** Kelsey Cox  
Kelsey Cox (Jan 18, 2024 11:28 EST)

**PROCUREMENT APPROVAL:** Retta Rogers  
Retta Rogers (Jan 18, 2024 11:30 EST)

**CHIEF EXECUTIVE OFFICER:** Eric B. Green  
Eric B. Green (Jan 18, 2024 16:24 EST)

PROCUREMENT PROCESS / AWARD RECOMMENDATION

DATE: 01/11/2024

PROJECT BUDGET TITLE: Terminal Development for SET – CM at Risk – GMP4 and GMP4B

PROJECT BUDGET: \$ 134,952,705.58

PROJECT NUMBER: B2022.11

JPA CONTRACT NO.: AE-1830

CHANGE ORDER NO.: 8

TOTAL CO AMOUNT: \$ 23,328,350.00 “GMP4 and GMP4B”

PRIOR CO AMOUNT: \$ 69,496,486.09 “CO 1 –7”

ORIGINAL CONTRACT AMOUNT: \$ 700,000.00

TOTAL CONTRACT AMOUNT W/CO’s: \$ 93,524,836.09

IS THE PROJECT/CO WITHIN BUDGET: : YES/NO  YES If NO, Complete Budget Transfer as required (H:\Mar\_eng\BUDGET\Budget Transfers), contact Terminal Director and provide the following: Capital Account “transfer from”: N/A “Amount of transfer” \$: N/A include email authorization from Director.

PROCUREMENT IN ACCORDANCE WITH SOP 1215: YES/NO  YES If NO, provide details:

RECOMMENDED AWARD: YES/NO  YES

RECOMMENDED AWARD AMOUNT \$: 23,328,350.00

Reviewed and Approved for signature by:

	<u>Approved/Disapproved</u>	<u>Signature</u>	<u>Date</u>
JE Dunn, Contractor	APPROVED	<u>Jeffrey Gazaway</u> <small>Jeffrey Gazaway (Jan 11, 2024 13:00 EST)</small>	Jan 11, 2024
Brad Chupp, SET	APPROVED	<u>Bradley Chupp</u> <small>Bradley Chupp (Jan 12, 2024 15:23 EST)</small>	Jan 12, 2024
Retta Rogers, Director	APPROVED	<u>Retta Rogers</u> <small>Retta Rogers (Jan 12, 2024 14:27 EST)</small>	Jan 12, 2024
Jose Vazquez, Director	APPROVED	<u>Jose Vazquez</u> <small>Jose Vazquez (Jan 12, 2024 15:08 EST)</small>	Jan 12, 2024
Kelsey Cox, Sr. Director	APPROVED	<u>Kelsey Cox</u> <small>Kelsey Cox (Jan 12, 2024 15:06 EST)</small>	Jan 12, 2024



www.jedunn.com

Kelsey Cox  
Senior Director, Engineering & Construction  
Jacksonville Port Authority  
2831 Talleyrand Ave.  
Jacksonville, Florida 32206

RE: AE-1830 Terminal Development for SE Toyota  
SE Toyota – Blount Island Automotive Distribution Facility  
GMP – Package #04 and 4B – Misc. Scopes of Work

Ms. Cox,pp

JE Dunn Construction Company is pleased to provide pricing for GMP Package #04 and 4B, for the AE-1830 Terminal Development for SE Toyota (“SET”).

The scope of services for this proposal includes Phase Two Sitework, Remaining Load Transfer Platform Material, Masonry, Sheet Vinyl Retaining Wall, Joint Sealants and Waterproofing, Roofing, Doors/Frames/Hardware, Storefront and Glazing, Overhead Doors, Fuel Island Canopy, Prefab Longshoremen Restroom, Drywall and Framing, Elevators, and Fire Protection as detailed in Appendix A, and based of the Appendix A-1, Drawings and Specifications Log attached herein.

In addition to the cost of work items mentioned above, the GMP Package #04 estimate also includes JE Dunn’s markups for insurances, construction manager’s contingency and contractor’s fee, as allowable by the Prime Contract.

**Total for GMP Package #04 & 4B .....\$23,328,350.00**

- \* GMP Package #04/4B – JE Dunn Owner Change Order Form, attached herein
- \* GMP Package #04/4B – Trade Summary and Detail, attached herein
- \* GMP Package #04/4B – Qualifications and Clarifications, attached in Appendix A
- \* GMP Package #04/4B – Contract Document and Specification Log, attached in Appendix A-1

Should you have any question, please do not hesitate to contact me at 678-781-2548

Sincerely,

JE DUNN CONSTRUCTION

Scott Bodden, Project Executive

In pursuit of  
**building perfection®**



DocuSign Envelope ID: F9D04639-F5C1-486B-B6F1-65E5621E2F17



**J.E. Dunn Construction Company**

1001 Locust St  
Kansas City MO 64106

**CHANGE ORDER**

**NO. OWNER010**

Page: 1 of 1

<b>Title:</b>	<b>GMP Package #04 &amp; #04B</b>	<b>Issue Date:</b>	<b>01-08-2024</b>
<b>Project:</b>	<b>Southeast Toyota JAXPORT Facility</b>	<b>Job:</b>	<b>23012000</b>
<b>To:</b>	<b>JACKSONVILLE PORT AUTHORITY</b>	<b>Contract:</b>	<b>23012000</b>
	<b>2831 TALLEYRAND AVE</b>		
	<b>Phone: 904-357-3000</b>		

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
(include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

<u>PCI #</u>	<u>Description</u>	<u>Bill Amount</u>
0036	GMP Package #04	17,247,060.00
0038	GMP Package #04B	6,081,290.00
<b>Total:</b>		<b>23,328,350.00</b>

The Original Contract Sum was .....	700,000.00
Net Change by Previously Authorized Requests and Changes .....	69,496,486.09
The Contract Sum Prior to This Change Order was .....	70,196,486.09
The Contract Sum will be Increased .....	23,328,350.00
The New Contract Sum Including This Change Order .....	93,524,836.09

Note: This Change Order does not include changes in the Contract sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and the Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Not valid unless signed by the required parties

ACCEPTED:

J.E. Dunn Construction Company  
 Signed: Jeff Gazaway  
 Print: Jeff Gazaway  
 Date: January 8, 2024 | 1:52:37 CST

SOUTHEAST TOYOTA  
 Signed: Brad Chupp  
 Print: Brad Chupp  
 Date: January 9, 2024 | 9:32:09 CST

CMS GROUP  
 Signed: Pat Gaccetta  
 Print: Pat Gaccetta  
 Date: January 8, 2024 | 2:13:22 PST





*GMP Package #04 & 04B*

*APPENDIX A*  
*QUALIFICATIONS & CLARIFICATIONS*

**SE TOYOTA – BLOUNT ISLAND ACCESSORY & OPERATIONS SUPPORT  
BUILDINGS  
JACKSONVILLE, FL**

FOR GMP PACKAGE #04 & 04B DATED

01/08/24

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**00A – GENERAL CONDITIONS**

1. This estimate is based on the drawings and specifications listed in Appendix A-1 - Drawings Specifications Log
2. We have included the necessary General Conditions and General Requirements to complete the scopes of work included in this GMP Package.
3. We have included the additional preconstruction labor required to complete the GMP process through the end of March of 2024.
4. JE Dunn's proposal does not include time or costs for impacts that may arise from an epidemic or pandemic (including the COVID-19 pandemic), including, but not limited to, potential interruptions to supply chains, price escalations, unavailability of work **force**, acts of government or other authorities having jurisdiction affecting performance, additional safety or protective measures to protect the workforce, virus related cleaning or sanitation of the jobsite, or other issues impacting JE Dunn's proposal for this Project. JE Dunn reserves its right to an adjustment in the event of such time and cost impacts.
5. Pricing is included per the drawings and specifications outlined above. The drawings and specifications supersede any additional supplementary information provided as Exhibits within the Request for Proposal.
6. Our price does not include any fees associated with acquiring necessary electronic drawing files (CAD and or BIM) that we will need to expedite shop drawing and estimating work. We will need access to this information throughout the project. These costs, if any, should be carried by the Owner.
7. JE Dunn specifically excludes the responsibility to ascertain that the contract documents are in accordance with laws, statutes, etc., and exclude any costs related to the lack of design compliance of the contract documents prepared by others.
8. We have not included any additional fees for Building Permit
9. We have not included any additional fees for Builder's Risk
10. We have not included any additional fees for a Construction Bond.
11. We have not included any additional fees for Business License.
12. General Liability & Workers Compensation Insurance is included at a rate of 1.98% of the total contract sum.
13. We have included Subcontractor Bonds at a rate of 1.50% of the total subcontracted amount.
14. We have included previous Construction Managers Contingency funds required to equal 2% of the previous GMP Packages submitted.
15. We have included a Construction Manager's Contingency at a rate of 2.00% of the contract value for this current GMP Package.
16. The price does NOT include an Owner or Design Contingency.
17. We have included a General Contractor's Fee and it shall be billed to the project at a rate of 4.50% based on the contract value and subsequent contract value based on change orders. Fee will not be given back on deductive change orders.
18. We have not included tap, impact, connection, system demand, capacity or meter fees for the project sewer, water, or electrical utilities.
19. We have not included Owner's Protective Liability Insurance.
20. We have not included Excess Liability Insurance.
21. We have not included Architectural, Civil, Structural, or Engineering design fees.
22. All testing & special inspections are to be provided and paid for by the Owner and will be coordinated by the General Contractor, including NPDES monitoring.
23. All furniture/furnishings/equipment that are not specifically identified in this document are excluded.
24. We have not included any certification fees, 3<sup>rd</sup> party reviews, registration charges, testing, 3<sup>rd</sup> party inspection costs or consultant fees associated with LEED, NGBS or Energy Star certifications.

25. We have not included scope or costs associated with the purchasing, warehousing, staging, storage, shake-out, movement or installation of FF&E.
26. Our pricing excludes tariffs, import and export duties and similar charges not in effect on the date of this agreement. Owner is responsible for all and shall issue a change order for increased costs due to such new or increased tariffs, duties, and similar charges.

#### 00B – ALLOWANCES

1. We have NOT included an allowance for the Wind Rider.
2. We have included an allowance of \$75,000 for roof blocking.

#### 01 – SITEWORK

1. We have included vinyl sheet pile panels for the pond retaining wall with the concrete caps.
2. We have included other concrete work related to the foundations of this scope.
3. We have included engineering for the delegated design.
4. We have included survey for this specific scope only.
5. We have included all erosion and SWPPP control.
6. We have included site excavation and fill related to this scope.
7. We have included temporary dewatering as needed for the work.
8. We have included all temporary land bridge work.
9. We have included all materials specified in the scope of work.

#### 04 – MASONRY

1. We have included new regular gray CMU material and installation.
2. We include mortar, grout fill, wire reinforcing and masonry accessories installation and material.
3. We include masonry rebar installation and material.
4. We include drilling and epoxy of masonry dowels installation and material.
5. We include installation of masonry embeds, material by others.
6. We include masonry wall base flashing installation and material.

#### 07A – ROOFING & SHEET METAL

1. We have included two layers of 2.6" ISO R-30.
2. We have included ½" Dens Deck Coverboard.
3. We have included .060 TPO membrane on main roof mechanically fastened to meet the structural pressures on documents.
4. We have included 2 coats of Fluoropolymer
5. We have included Shop fabricated coping at parapet walls.
6. We have included gutter with stop, downspouts, and counterflashing as required.
7. We have included walk pads.
8. We have included expansion joints.
9. We have included 25-year NDL warranty.
10. We have not included the Wind Rider.
11. We have excluded the following:
  - a. Wood Blocking at the roof Parapet
  - b. Factory Mutual (FM) Insurance requirements.
  - c. Three coat Fluoropolymer (Two coats ONLY included)

**07B – THERMAL & MOISTURE PROTECTION**

1. We have not included any spray applied fireproofing of structural steel.
2. We have included Cetco Ultraseal below grade waterproofing at two (2) elevator pits under slab on grade, below grade walls, stairwells, and railhead office.
3. We include Emseal DSM at 1" floor and wall expansion joints.
4. We include Sika Senershield-R Weather Barrier System on all walls behind metal panels.
5. We have included Dow 790 joint sealant at vertical locations and MasterSeal NP2 Polyurathane sealant at horizontal locations where shown on the drawings of all buildings:
  - a. Tilt panel joints (both interior and exterior side of panels)
  - b. Interior slab on grade saw cut joints.
  - c. Vertical wall expansion joints
  - d. Horizontal floor expansion joints
  - e. Joints between dissimilar materials at exterior façade
  - f. Through wall penetrations
  - g. CMU joints (both sides of wall)
  - h. Curb to floor intersections

**08A – DOORS, FRAMES, & HARDWARE**

1. We have included the following material and installation:
  - a. Exterior Metal Frames: 16 Gauge Galvanized A60
  - b. Interior Metal Frames: 16 Gauge cold rolled steel.
  - c. Flush Wood Doors: Premium grade rotary birch face veneer
  - d. We have included door hardware per project specifications.
  - e. We have included installation of all specified doors and hardware.
2. We have excluded the following:
  - a. Card readers
  - b. Power Supplies
  - c. Access Control Equipment

**08B – OVERHEAD DOORS**

1. We have included the following High Speed Overhead Doors
  - a. Rytec Spiral Full Vision High Performance Door
    - i. The standard Rytec Spiral has no type of hurricane rating and are not approved for use within high-velocity hurricane zone by Florida Building Code.
    - ii. OH doors can only be provided by the manufacturer with one power coating color. Separate colors on either side of the door as noted in RFI response #3 issued in Addendum 1 is excluded. Included power coating is a custom color.
    - iii. Mockup of the High-Speed Rollup doors is excluded to avoid lead time issues
    - iv. Clear window slats are included.
    - v. Motion detection is included.

2. We have included the following Low Speed Overhead Doors
  - a. Cornell doors are included for Rolling Steel Fire Doors, Rolling Steel Service Doors, Rolling Security Grilles.
3. We have included installation of all overhead doors.

### 08C – GLASS & GLAZING

1. Water testing of openings is expected to be conducted by a separate party and is not included in this GMP pricing.
2. Entrance Doors are included as YKK medium stile, single acting with hardware per sets provided in project specifications, 10" pulls, 10" bottom rails & overhead exposed closers. Finished with Black and Clear Anodized per specifications
3. Curtainwall systems are included as:
  - a. YKK 2-1/2" x 7-1/2" curtainwall, outside glazed, and black anodized in color.
  - b. FL#: 14490
4. Metal panels glazed into curtainwall system per General Glazing Note 13 is not included with this GMP pricing
5. Exterior Storefront system are included as:
  - a. YKK 2" x 4-1/2" Center Set, Outside Glazed, Screw Spline System, with White, Black, and Clear Anodized finish
  - b. FL#: 12926.2
6. Interior Storefront systems are included as:
  - a. YKK 1-3/4" x 4" Center set, flush glazed, Screw Spline System with Black Anodized finish
7. Fire-rated interior glazing is not included.
8. Glazing is included as:
  - a. 1" SNX51/23 on Solargray #3 Tempered
  - b. 1" Solarban 90
  - c. 1" White Spandrel
  - d. 1" Clear Tempered
  - e. 1/4" Clear Tempered (Int)
  - f. 1/2" Clear Tempered (Int)
9. 1-year standard warranty has been included. Extended warranties such as extended Finish warranty is not included.
10. We have excluded fire rated glazing.
11. We have excluded the Body Shop Building.
12. We have excluded the metal panels shown within aluminum frames.
13. We have excluded the glass railing systems on Patio 229 and 263.

### 09 – DRYWALL AND FRAMING

1. We have included exterior and interior metal stud framing, batt insulation, drywall, ACT and grid as shown on the drawings of every building.
2. We have included 2" Dow Thermax Insulation at interior side of tilt-up panels.
3. We have included installation of door frames in CFMF walls
4. We have included sound/fire caulking at head and foot wall only.

5. We have included level 4 finish only.
6. We have included the various acoustical ceiling systems ACT-1, ACT-2, ACT-3, ACT-4, and ACT-5 shown on the drawings.
7. We have included the Rulon wall and ceilings (WD-1 and WD-2).
8. We have included the wood cladding at patios (MP-1, Rulon equal to Knotwood).
9. We have included FRP.

### 13 – SPECIALTIES

2. Fuel Island; we have included a 31' 4" X 132' 4" canopy with the following specifications:
  - a. (8) 12" square steel columns. Note: columns and top steel to have oxide prime coating with all finish painting by others.
  - b. 327'-4" linear feet of 42" Program White 3mm ACM fascia on all sides of canopy.
  - c. (8) 3" PVC Internal drains.
  - d. 20 Gauge White Embossed Steel Decking.
  - e. Aluminum Embossed White Perimeter Gutter.
  - f. Clearance to be 14' from finished grade to bottom of fascia.
  - g. (8) 1" electrical conduits with seal off in columns with electrical inspection cover 48" above finished grade
  - h. Furnish and install (16) White LSI CRUS SS light fixtures (light layout - 2 rows, 8 per row). All electrical work by others.
  - i. We have included sealed engineered drawings for review and approval.
3. Prefabricated Metal Building; we have included a 11' X 39' 8" pre-assembled welded steel building with the following specifications:
  - a. Steel Floor
    - i. Steel forklift able floor with welded steel tubes, channels, and/or structural "I" beams.
    - ii. Weather shield consisting of .040 aluminum sheet attached to the underside insulated with Foam it Green™ or equal to create a Class 3 vapor retarder.
    - iii. Insulation R-Value of approximately 7 per inch to a minimum R-value of 16 between the perimeter frame and floor joists.
    - iv. The deck shall be a 3/4" tongue and groove (T&G) Advantech substrate with aluminum treadplate finished floor.
  - b. Steel Walls
    - i. 3" thick; 14-gauge framing or heavier mechanical tube.
    - ii. MIG welded joints with 16 ga. exterior and 16 ga. interior galvanized steel panel
  - c. Finish
    - i. Walls painted with epoxy primer with a urethane finish.
    - ii. Color selected from the manufacturer's standard colors.
    - iii. The standard sheen shall be a Satin finish.
    - iv. The exterior and the interior shall be the same color.
    - v. Standard shelter and vestibule colors are white, dove gray, or bronze.
    - vi. Bathroom walls shall have a white FRP wall panel finish on the chase wall.
  - d. Insulation
    - i. Wall panel insulation has an R-Value of approximately 7 per inch to a minimum R-value of 16 using Foam it Green™ or equal.
  - e. Roof
    - i. The roof system is a 3" thick composite sandwich panel with both sides having a stucco-embossed aluminum pre-painted white finish.
    - ii. Panel core is 1 lb. density polystyrene foam.

- iii. Panel shall be laminated together using a solvent-free two-part polyurethane adhesive and pressure.
- iv. Panels shall have formed edge connectors that are capable of being friction locked without mechanical fasteners using a full-length joint without through metal connectors. The joint shall allow lateral expansion and contraction.
- v. Drip Edge shall be provided.
- vi. Fascia shall be 5" high with gutter and downspout(s)
- f. Ceiling(s)
  - i. Prefinished white 20-gauge steel painted with an embossed interior.
- g. Cabinets & Countertops
  - i. One 14" W x 16" D x 3" H steel cabinet with a single drawer (without lock) mounted to the underside counter.
  - ii. 21" deep type 304 Stainless countertop with #4 finish with support brackets and an access hole with grommet. Countertop is mounted 30" A.F.F to meet ADA compliance.
- h. Windows, Doors & Hardware
  - i. Bathroom Door(s) shall be 36"w X 84"h X 1 3/4" thick. The door includes a satin chrome lever set with a privacy lock.
  - ii. Main door (1) shall be 36"w X 84"h X 1 3/4" thick. Door shall be fabricated as to include 1/8" tempered glass in the upper half. The window dimension is approximately 23"w X 29"h.
  - iii. Interior door(s) (3) shall be 36"w X 84"h X 1 3/4" thick.
  - iv. Constructed of painted 20-gauge hot dipped galvanized steel.
  - v. The door frame(s) shall be 16 gauge single "rabbet" commercial quality steel.
  - vi. Frame(s) shall be pre-mortised for application of matching hinges and striker set of the door.
  - vii. The door(s) shall be supplied with all necessary hardware to meet local and state code requirements.
  - viii. Each door includes a sweep, threshold, satin chrome lever set, and weather-stripping.
  - ix. All lever sets are keyed alike.
  - x. (10) Fixed windows frames approximately 36" wide X 42" high with 1/2" clear insulated tempered glass. Windows shall be steel/aluminum material with no exterior exposed fasteners.
- i. Bathroom Accessories
  - i. Grab bars
  - ii. Mirror
  - iii. Soap dispenser
  - iv. Tissue dispenser
  - v. Towel dispenser
- j. Manual Roll-Up Door
  - i. ASTA Model 201 or equivalent to 26G. galvanized curtain, painted and baked with epoxy primer and polyester topcoat.
  - ii. Door is equipped with 8G. slide bolt and chain hoist.
- k. Plumbing
  - i. Instant water heater shall be provided and installed in the bathroom.
  - ii. (1) White China bowl and tank water closet molded in high gloss with a white enamel finish toilet seat.
  - iii. (1) White China Lavatory sink with a dual control chrome-plated faucet with die-cast zinc handles.
- l. HVAC
  - i. The unit shall be a through-the-wall type with panel preparation included.
  - ii. The air conditioner shall be 11,600/11,200 BTU AC with 10,700 / 8,500 Electric Heat.
  - iii. (1) Wall-mounted fan-forced heater, 1500-watt shall be provided. Unit shall have a northern white louvered cover.
  - iv. (1) 180-cfm exhaust fan mounted in the wall



m. Electrical

- i. Provide one 125 AMP single phase electrical panel.
- ii. Electrical wire will be #12 Ga. copper wiring in 1/2 "EMT surface mounted and attached to surface-mounted 2x4 boxes at receptacle and switch locations.
- iii. We have included (5) wall switch, (8) duplex receptacles, (3) Single 240V receptacle, (6) telephone/computer prep (4x4 junction box mounted on the wall with 3/4" conduit and pull string), (6) Exterior LED flood fixtures and (6) LED fixtures.
- iv. The restroom comes with (1) a wall switch, (1) GFI receptacles (1) an LED fixture controlled by a wall switch.

## 14 – ELEVATORS

1. We have included (1) passenger car with 2000 lb. capacity at 150 FPM with two stops, two front entrances.
2. We have included (1) service car with a 4500 lb. capacity at 150 FPM with two stops, two front entrances.
3. We have not included any wheelchair lifts.
4. We have included the elevator controller in the machine room.
5. We have included the stainless-steel paneling on the interior of the elevator.
6. We have included car riding lanterns.
  - a. We have not included HL or Pls since the elevators only travel two landings.
7. We have included a wireless digital communication system in-lieu of a analog phone line.
8. Battery lowering has been included.
9. We have not included flooring inside the elevator cab. This is provided and installed by others.
10. We have not included any seismic provisions.
11. We have not included any temporary usage of the elevators.
12. We have not included any permanent padding/protection for the elevators.

## 21 – FIRE PROTECTION

1. We have included installation of ten wet systems, two dry systems, and two wet ESFR systems to protect Accessory and Operation support area as well as one system for the Body Shop building.
2. Flow information based on provided information with a static pressure of 114psi, residual pressure of 90psi while flowing 1,592gpm.
3. Systems cannot be warranted that proposed systems will not experience accelerated corrosion due to water quality, environmental factors and/or due to maintenance practices that accelerate the corrosion process. NFPA required that the Owner notifies the installing contractor if conditions exist that would lead to Microbiological Influence Corrosion.
4. Pipe will be schedule 10 for grooved pipe, all threaded pipe will be schedule 40 black steel pipe.
5. Office areas will have protection provided as HC-1 protection.
6. Storage Rooms, Janitors Closets, Electrical Rooms will have protection provided as HC-2 protection.
7. Accessory and Operation Areas will have protection provided as HC-3 protection.
8. Rack storage areas will have Early Suppression Fast Response Pendant Sprinklers
9. One water flow switch will be installed for each wet riser and low air supervisory.
10. We have excluded Fire pumps.
11. We have excluded Water storage tanks

### 31 – SITEWORK, SITE UTILITIES, SITE DEMO, AND LOAD TRANSFER PLATFORM (LTP)

1. We include Newberry Mine Limerock at a unit rate of \$32.17/TON
2. We include Bahama Rock Quarry Limerock at a unit rate of \$ 54.44/TON
3. We include Cemex Graded Aggregate Base Granite at a unit rate of \$61.39/TON
4. We have included Provide compliant Best Management Practices (BMP's) at drainage inlets as required.
5. We have included all demo per the Contract Documents.
6. We have included removal of the existing site utilities as shown on the Contract Documents.
7. We have included the necessary earthwork and grading work required per the Contract Documents
8. We have included all work at Pond 7, including a temporary fence to maintain separation from JaxPort Property and TWIC requirements.
9. We have included a temporary crane path around the building for accessibility.
10. We have included storm drainage per the Contract Documents.
11. We have included sanitary per the Contract Documents.
12. We have included all forcemain work per the Contract Documents.
13. We have included site fire line work per the Contract Documents
14. We have included domestic water work per the Contract Documents.
15. We have included surcharging for the Car Wash and Fuel Island Building Footprints
16. We have included two (2) months of additional dewatering at the parking garage temporary sock drain dewatering system.
17. We have excluded the following items:
  - a. Vibration monitoring
  - b. SWPPP Inspections & Reporting. It is assumed this will be done by a 3rd party inspector hired by the Owner. Additionally, this includes any NPDES monitoring that may be required.
  - c. Removal of the North Entry Construction Access
  - d. Haul-off of spoils. It is anticipated all spoils will be spread on site.
  - e. Cost for hazardous material abatement and/or contaminated soils.
  - f. Removal of any unknown or unforeseen materials/obstructions below grade, other than what is indicated on the drawings.
  - g. Any remediation / removal of unsuitable soils
  - h.

## SET – JAXPORT FACILITY

### APPENDIX A – SUBCONTRACT DOCUMENTS

Subcontractor acknowledges that a .pdf copy of the Prime Contract and other documents listed below are available for review upon request of the Contractor:

1. This Subcontract and all Exhibits hereto and any amendments.
2. Prime Contract dated the 2<sup>nd</sup> of March 2023 entitled “Agreement between Jacksonville Port Authority and JE Dunn Construction Company”, including any General and Supplementary Conditions, and all exhibits and amendments thereto.
3. Contractor’s Front End Documents dated the 2<sup>nd</sup> of August 2023 and all reference appendices.
4. Drawings & Specification as shown in the following pdf attachments:
  - ITB\_JED-GMP4 (Bid Documents\_Supplemental Dwgs\_Accessory & Ops Bldg)
  - ITB\_JED-GMP4 (Bid Documents\_Supplemental Dwgs\_Bodyshop Bldg)
  - ITB\_JED-GMP4 (Bid Documents\_Supplemental Dwgs\_Car Wash)
  - ITB\_JED-GMP4 (Bid Documents\_Supplemental Dwgs\_Fuel Bldg)
  - ITB\_JED-GMP4 (Bid Documents\_Supplemental Dwgs\_Security Kiosk)
  - ITB\_JED-GMP4 (Bid Documents\_Supplemental Dwgs\_Longshoreman RR)
  - ITB\_JED-GMP4 (Bid Documents\_Supplemental Dwgs\_Trucking RR)
  - ITB\_JED-GMP4 (Bid Documents\_Supplemental Dwgs\_Food Service)
  - ITB\_JED-GMP4 (Bid Documents\_Supplemental Specs)
5. Geotechnical Engineering Report (Terracon Project No. EQ225068) dated 11<sup>th</sup> of January 2023.
  - Technical Memorandum dated 25<sup>th</sup> of July 2023

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APPENDIX A

SOUTHEAST TOYOTA - JAXPORT FACILITY						
November 1st, 2023						
EXHIBIT A-1 - DRAWINGS LOG						
DRAWING SHEET NO.	DRAWING NAME	MOST RECENT PACKAGE	Drawing Rev. XXXXXXXX	RFI - for DCV delete	Addendum #1 10/30/2023	Addendum #1 10/30/2023
VOLUME 1 OF 1						
TABLE OF CONTENTS						
<b>GMP Package 3 - Working Civil Set</b>						
<b>2023-09-15 - 100% CONSTRUCTION DRAWINGS</b>						
1	COVER SHEET	100% CD 9/15/2023				1
2	GENERAL NOTES & LEGENDS	100% CD 9/15/2023				2
3	MASTER SITE PLAN	100% CD 9/15/2023				3
4A	DEMOLITION PLAN	100% CD 9/15/2023				4A
4B	DEMOLITION PLAN	100% CD 9/15/2023				4B
4C	DEMOLITION PLAN	100% CD 9/15/2023				4C
4D	DEMOLITION PLAN	100% CD 9/15/2023				4D
4E	DEMOLITION PLAN	100% CD 9/15/2023				4E
4F	DEMOLITION PLAN	100% CD 9/15/2023				4F
4G	DEMOLITION PLAN	100% CD 9/15/2023				4G
4H	DEMOLITION PLAN	100% CD 9/15/2023				4H
4I	DEMOLITION PLAN	100% CD 9/15/2023				4I
4J	DEMOLITION PLAN	100% CD 9/15/2023				4J
4K	DEMOLITION PLAN	RFI - for DCV delete		4K		4K
4L	DEMOLITION PLAN	100% CD 9/15/2023				4L
5A	GEOMETRY PLAN	100% CD 9/15/2023				5A
5B	GEOMETRY PLAN	100% CD 9/15/2023				5B
5C	GEOMETRY PLAN	100% CD 9/15/2023				5C
5D	GEOMETRY PLAN	100% CD 9/15/2023				5D
5E	GEOMETRY PLAN	100% CD 9/15/2023				5E
5F	GEOMETRY PLAN	100% CD 9/15/2023				5F
5G	GEOMETRY PLAN	100% CD 9/15/2023				5G
5H	GEOMETRY PLAN	100% CD 9/15/2023				5H
5I	GEOMETRY PLAN	100% CD 9/15/2023				5I
5K	GEOMETRY PLAN	100% CD 9/15/2023				5K
5L	GEOMETRY PLAN	100% CD 9/15/2023				5L
8A	PAVING AND DRAINAGE PLAN	100% CD 9/15/2023				8A
8B	PAVING AND DRAINAGE PLAN	100% CD 9/15/2023				8B
8C	PAVING AND DRAINAGE PLAN	100% CD 9/15/2023				8C
8D	PAVING AND DRAINAGE PLAN	100% CD 9/15/2023				8D
8E	PAVING AND DRAINAGE PLAN	100% CD 9/15/2023				8E
8F	PAVING AND DRAINAGE PLAN	100% CD 9/15/2023				8F
8G	PAVING AND DRAINAGE PLAN	100% CD 9/15/2023				8G
8H	PAVING AND DRAINAGE PLAN	100% CD 9/15/2023				8H
8I	PAVING AND DRAINAGE PLAN	100% CD 9/15/2023				8I
8K	PAVING AND DRAINAGE PLAN	RFI - for DCV delete		8K		8K
8L	PAVING AND DRAINAGE PLAN	100% CD 9/15/2023				8L
9A	PAVING AND DRAINAGE DETAILS	100% CD 9/15/2023				9A
9B	PAVING AND DRAINAGE DETAILS	100% CD 9/15/2023				9B
9C	PAVING AND DRAINAGE DETAILS	100% CD 9/15/2023				9C
10	MASTER WATER AND SEWER PLAN	100% CD 9/15/2023				10
11A	WATER AND SEWER PLAN	100% CD 9/15/2023				11A
11B	WATER AND SEWER PLAN	100% CD 9/15/2023				11B
11C	WATER AND SEWER PLAN	100% CD 9/15/2023				11C
11D	WATER AND SEWER PLAN	100% CD 9/15/2023				11D
11E	WATER AND SEWER PLAN	100% CD 9/15/2023				11E
11F	WATER AND SEWER PLAN	100% CD 9/15/2023				11F
11G	WATER AND SEWER PLAN	100% CD 9/15/2023				11G
11H	WATER AND SEWER PLAN	100% CD 9/15/2023				11H
11I	WATER AND SEWER PLAN	100% CD 9/15/2023				11I
11K	WATER AND SEWER PLAN	RFI - for DCV delete		11K		11K
11L	WATER AND SEWER PLAN	100% CD 9/15/2023				11L
12	JEA NOTES	100% CD 9/15/2023				12
13A	JEWA WATER DETAILS	100% CD 9/15/2023				13A
13B	JEWA WATER DETAILS	100% CD 9/15/2023				13B
13C	JEWA WATER DETAILS	100% CD 9/15/2023				13C
13D	JEWA WATER DETAILS	100% CD 9/15/2023				13D
13E	JEWA WATER DETAILS	100% CD 9/15/2023				13E
13F	JEWA WATER DETAILS	100% CD 9/15/2023				13F
14A	JEA SANITARY DETAILS	100% CD 9/15/2023				14A
14B	JEA SANITARY DETAILS	100% CD 9/15/2023				14B
14C	JEA SANITARY DETAILS	100% CD 9/15/2023				14C
14D	JEA SANITARY DETAILS	100% CD 9/15/2023				14D
14E	JEA SANITARY DETAILS	100% CD 9/15/2023				14E
15	FIRE MAIN RESTRAINT SCHEDULE	100% CD 9/15/2023				15
16A	SEDIMENT AND EROSION CONTROL PLAN	100% CD 9/15/2023				16A
16B	SEDIMENT AND EROSION CONTROL PLAN	100% CD 9/15/2023				16B
16C	SEDIMENT AND EROSION CONTROL PLAN	100% CD 9/15/2023				16C
16D	SEDIMENT AND EROSION CONTROL PLAN	100% CD 9/15/2023				16D
16E	SEDIMENT AND EROSION CONTROL PLAN	100% CD 9/15/2023				16E
16F	SEDIMENT AND EROSION CONTROL PLAN	100% CD 9/15/2023				16F
16G	SEDIMENT AND EROSION CONTROL PLAN	100% CD 9/15/2023				16G
16H	SEDIMENT AND EROSION CONTROL PLAN	100% CD 9/15/2023				16H
16I	SEDIMENT AND EROSION CONTROL PLAN	100% CD 9/15/2023				16I
16J	SEDIMENT AND EROSION CONTROL PLAN	100% CD 9/15/2023				16J
16K	SEDIMENT AND EROSION CONTROL PLAN	100% CD 9/15/2023				16K
16L	SEDIMENT AND EROSION CONTROL PLAN	100% CD 9/15/2023				16L
17	SEDIMENT AND EROSION CONTROL DETAILS	100% CD 9/15/2023				17
18	STORMWATER POLLUTION PREVENTION PLAN	100% CD 9/15/2023				18
19	STORMWATER POLLUTION PREVENTION CONTRACTOR CERTIFICATION	100% CD 9/15/2023				19
<b>ACCESSORY BUILDING</b>						
<b>2023-09-15 - Accessory &amp; Operation Buildings, Combined Set, 100% Construction Documents</b>						
A0.0	PROJECT COVER	100% CD 9/15/2023				A0.0
A0.01	NOTES, SYMBOLS & LEGENDS	Addendum 01 10/30/2023			A0.01	A0.01
A0.02	PARTITION TYPES	100% CD 9/15/2023				A0.02
A0.03	BUILDING CODE SUMMARY	Addendum 01 10/30/2023			A0.03	A0.03
A0.04	LIFE SAFETY PLANS PARKING LEVEL	Addendum 01 10/30/2023			A0.04	A0.04
A0.05	OVERALL FIRST FLOOR LIFE SAFETY PLANS	Addendum 01 10/30/2023			A0.05	A0.05
A0.06	LIFE SAFETY PLAN SECOND FLOOR	Addendum 01 10/30/2023			A0.06	A0.06
A1.01	SITE PLAN	Addendum 01 10/30/2023			A1.01	A1.01
A2.101	OVERALL PARKING LEVEL PLAN	Addendum 01 10/30/2023			A2.101	A2.101
A2.102	PARKING & RAILHEAD OFFICE PLANS	Addendum 01 10/30/2023			A2.102	A2.102
A2.103	PARKING & RAILHEAD DIMENSION PLAN	Addendum 01 10/30/2023			A2.103	A2.103
A2.201	OVERALL FLOOR PLAN	Addendum 01 10/30/2023			A2.201	A2.201
A2.202	FLOOR PLAN NORTHWEST	Addendum 01 10/30/2023			A2.202	A2.202
A2.203	FLOOR PLAN PARTS/TIRES & LOADING DOCK	Addendum 01 10/30/2023			A2.203	A2.203
A2.204	FLOOR PLAN SOUTH	100% CD 9/15/2023				A2.204
A2.205	SEGMENTED WALL PLANS	100% CD 9/15/2023			=A111	A2.205
A2.206	SEGMENTED WALL DIMENSION PLANS	100% CD 9/15/2023				A2.206
A2.207	OPERATION SUPPORT FLOOR PLAN	Addendum 01 10/30/2023			A2.207	A2.207
A2.208	OPERATION SUPPORT DIMENSION PLAN	100% CD 9/15/2023				A2.208
A2.301	OVERALL SECOND FLOOR PLAN	100% CD 9/15/2023				A2.301
A2.302	OFFICE AND GYM FLOOR PLAN	Addendum 01 10/30/2023			A2.302	A2.302
A2.303	OFFICE AND GYM DIMENSION PLAN	100% CD 9/15/2023				A2.303
A2.304	SECOND FLOOR SLAB DIMENSION PLAN	Addendum 01 10/30/2023			A2.304	A2.304
A2.401	ENLARGED FLOOR PLANS	Addendum 01 10/30/2023			A2.401	A2.401
A2.402	ENLARGED FLOOR PLANS	Addendum 01 10/30/2023			A2.402	A2.402
A2.403	ENLARGED FLOOR PLANS	Addendum 01 10/30/2023			A2.403	A2.403
A2.404	ENLARGED KITCHEN FLOOR PLAN	100% CD 9/15/2023				A2.404
A2.501	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	Addendum 01 10/30/2023			A2.501	A2.501
A2.502	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	Addendum 01 10/30/2023			A2.502	A2.502
A2.503	STAIR & ELEVATOR ENLARGED PLANS & SECTIONS	100% CD 9/15/2023				A2.503
A3.101	EXTERIOR ELEVATIONS	Addendum 01 10/30/2023			A3.101	A3.101
A3.102	EXTERIOR ELEVATIONS	Addendum 01 10/30/2023			A3.102	A3.102
A3.103	EXTERIOR ELEVATIONS	100% CD 9/15/2023				A3.103
A3.104	EXTERIOR ELEVATIONS	100% CD 9/15/2023				A3.104
A3.105	EXTERIOR ELEVATIONS	100% CD 9/15/2023				A3.105
A3.201	ACCESSORY BLDG. TILT WALL PANEL ELEVATIONS	Addendum 01 10/30/2023			A3.201	A3.201
A3.202	ACCESSORY BLDG. TILT WALL PANEL ELEVATIONS	100% CD 9/15/2023				A3.202
A3.203	OPERATIONS SUPPORT TILT WALL PANELS	100% CD 9/15/2023				A3.203
A4.101	BUILDING SECTIONS	100% CD 9/15/2023				A4.101
A4.102	BUILDING SECTIONS	100% CD 9/15/2023				A4.102
A4.201	WALL SECTIONS	100% CD 9/15/2023				A4.201
A4.202	WALL SECTIONS	100% CD 9/15/2023				A4.202
A4.203	WALL SECTIONS	100% CD 9/15/2023				A4.203
A4.204	WALL SECTIONS	100% CD 9/15/2023				A4.204
A4.205	WALL SECTIONS	Addendum 01 10/30/2023			A4.205	A4.205
A4.206	WALL SECTIONS	100% CD 9/15/2023				A4.206
A4.207	WALL SECTIONS	Addendum 01 10/30/2023			A4.207	A4.207

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APPENDIX A

SOUTHEAST TOYOTA - JAXPORT FACILITY								
November 1st, 2023								
EXHIBIT A-1 - DRAWINGS LOG								
DRAWING SHEET NO.	DRAWING NAME	MOST RECENT PACKAGE	Drawing Rev. XXXXXXXX	REF. for DCV. date.	Addendum #1 10/30/2023	Addendum #1 10/30/2023	100% CD 10/30/2023	NOTES
VOLUME 1 OF 1								
A4.208	WALL SECTIONS	Addendum 01 10/30/2023			A4.208		A4.208	
A4.209	WALL SECTIONS	Addendum 01 10/30/2023			A4.209		A4.209	
A4.210	WALL SECTIONS	100% CD 9/15/2023					A4.210	
A4.211	WALL SECTIONS	100% CD 9/15/2023					A4.211	
A4.212	WALL SECTIONS	Addendum 01 10/30/2023			A4.212		A4.212	
A4.213	WALL SECTIONS	100% CD 9/15/2023					A4.213	
A4.214	WALL SECTIONS	100% CD 9/15/2023					A4.214	
A4.215	WALL SECTIONS	100% CD 9/15/2023					A4.215	
A4.216	WALL SECTIONS	Addendum 01 10/30/2023			A4.216		A4.216	
A4.217	WALL SECTIONS OPERATIONS SUPPORT	100% CD 9/15/2023					A4.217	
A4.218	WALL SECTIONS OPERATIONS SUPPORT	100% CD 9/15/2023					A4.218	
A5.101	ROOF PLAN	Addendum 01 10/30/2023			A5.101		A5.101	
A5.102	LOWER ROOF & CLERESTORY PLANS	Addendum 01 10/30/2023			A5.102		A5.102	
A5.201	ROOF DETAILS	100% CD 9/15/2023					A5.201	
A5.202	ROOF DETAILS	100% CD 9/15/2023					A5.202	
A5.203	ROOF AND SOFFIT DETAILS	100% CD 9/15/2023					A5.203	
A5.204	PATIO WALL AND SOFFIT DETAILS	100% CD 9/15/2023					A5.204	
A5.205	ENLARGED DETAILS	Addendum 01 10/30/2023			A5.205		A5.205	
A6.101	INTERIOR ELEVATIONS	Addendum 01 10/30/2023			A6.101		A6.101	
A6.102	INTERIOR ELEVATIONS	Addendum 01 10/30/2023			A6.102		A6.102	
A6.103	INTERIOR ELEVATIONS	Addendum 01 10/30/2023			A6.103		A6.103	
A6.104	INTERIOR ELEVATIONS/MILLWORK	Addendum 01 10/30/2023			A6.104		A6.104	
A6.105	INTERIOR ELEVATIONS/MILLWORK	Addendum 01 10/30/2023			A6.105		A6.105	
A6.106	INTERIOR ELEVATIONS/MILLWORK	Addendum 01 10/30/2023			A6.106		A6.106	
A6.107	INTERIOR DETAILS	Addendum 01 10/30/2023			A6.107		A6.107	
A6.108	MILLWORK DETAILS	Addendum 01 10/30/2023			A6.108		A6.108	
A7.101	DOOR SCHEDULE ACCESSORY BUILDING	Addendum 01 10/30/2023			A7.101		A7.101	
A7.102	DOOR SCHEDULE OPERATIONS SUPPORT	100% CD 9/15/2023					A7.102	
A7.201	EXTERIOR GLAZING SCHEDULE ACCESSORY BUILDING	Addendum 01 10/30/2023			A7.201		A7.201	
A7.202	INTERIOR GLAZING SCHEDULE ACCESSORY BUILDING	Addendum 01 10/30/2023			A7.202		A7.202	
A7.203	GLAZING SCHEDULE OPERATIONS SUPPORT	100% CD 9/15/2023					A7.203	
A7.204	DOOR & GLAZING DETAILS	Addendum 01 10/30/2023			A7.204		A7.204	
A7.205	DOOR & GLAZING DETAILS	Addendum 01 10/30/2023			A7.205		A7.205	
A7.206	DOOR & GLAZING DETAILS	Addendum 01 10/30/2023			A7.206		A7.206	
A7.207	DOOR & GLAZING DETAILS	Addendum 01 10/30/2023			A7.207		A7.207	
A8.101	PARKING LEVEL RCP	100% CD 9/15/2023					A8.101	
A8.201	OVERALL FIRST FLOOR CEILING PLAN	Addendum 01 10/30/2023			A8.201		A8.201	
A8.202	FIRST FLOOR RCP NORTHWEST	Addendum 01 10/30/2023			A8.202		A8.202	
A8.203	FIRST FLOOR RCP PARTS/TIRES	Addendum 01 10/30/2023			A8.203		A8.203	
A8.204	FIRST FLOOR RCP SEGMENTED WALL	Addendum 01 10/30/2023			A8.204		A8.204	
A8.205	FIRST FLOOR RCP OPERATIONS SUPPORT	Addendum 01 10/30/2023			A8.205		A8.205	
A8.301	SECOND FLOOR RCP OFFICE & GYM	Addendum 01 10/30/2023			A8.301		A8.301	
A8.302	CEILING DETAILS	100% CD 9/15/2023					A8.302	
A8.303	CEILING DETAILS	Addendum 01 10/30/2023			A8.303		A8.303	
A9.001	FINISH LEGEND	Addendum 01 10/30/2023			A9.001		A9.001	
A9.201	FINISH PLAN FIRST FLOOR NW	Addendum 01 10/30/2023			A9.201		A9.201	
A9.202	FINISH PLAN FIRST FLOOR PARTS/TIRES	Addendum 01 10/30/2023			A9.202		A9.202	
A9.204	FINISH PLAN SEGMENTED WALL	Addendum 01 10/30/2023			A9.204		A9.204	
A9.205	FINISH PLAN OFFICE AND GYM FLOOR	Addendum 01 10/30/2023			A9.205		A9.205	
A9.206	FINISH PLAN OPERATIONS SUPPORT & RAIL OFFICE	Addendum 01 10/30/2023			A9.206		A9.206	
A10.201	OVERALL EQUIPMENT PLAN	100% CD 9/15/2023					A10.201	
A10.202	EQUIPMENT PLAN PARTS DROP IN	100% CD 9/15/2023					A10.202	
A10.203	EQUIPMENT PLAN PARTS AND ONE STOP SHOP	Addendum 01 10/30/2023			A10.203		A10.203	
A10.204	EQUIPMENT PLANS WHEELS	100% CD 9/15/2023					A10.204	
A10.205	EQUIPMENT PLAN PART FILM & PLOTTER	100% CD 9/15/2023					A10.205	
A10.206	EQUIPMENT PLAN PRE DELIVERY SERVICES	100% CD 9/15/2023					A10.206	
A10.207	EQUIPMENT PLAN PRE DELIVERY SERVICES	100% CD 9/15/2023					A10.207	
A10.208	EQUIPMENT PLAN WARRANTY, BTU, AND QA	100% CD 9/15/2023					A10.208	
A10.209	EQUIPMENT PLAN NEW EQUIP. TIRES/TRAINING	100% CD 9/15/2023					A10.209	
S000	LEGENDS & SYMBOLS	Addendum 01 10/30/2023			S000		S000	
S001	GENERAL NOTES	100% CD 9/15/2023					S001	
S002	COMPONENTS AND CLADDING	100% CD 9/15/2023					S002	
S003	DECK ATTACHMENT DIAGRAM	Addendum 01 10/30/2023			S003		S003	
S101	OVERALL FOUNDATION PLAN	100% CD 9/15/2023					S101	
S102	FOUNDATION PLANNORTH	Addendum 01 10/30/2023			S102		S102	
S103	FOUNDATION PLANSOUTH	Addendum 01 10/30/2023			S103		S103	
S103	FOUNDATION PLANSOUTH	Addendum 01 10/30/2023			S103		S103	
S104	PARKING LEVEL FOUNDATION PLAN	Addendum 01 10/30/2023			S104		S104	
S105	OPERATIONS SUPPORT FOUNDATION PLAN	Addendum 01 10/30/2023			S105		S105	
S106	OVERALL SLABPLAN	100% CD 9/15/2023					S106	
S107	SLAB PLAN NORTH	Addendum 01 10/30/2023			S107		S107	
S108	SLAB PLAN SOUTH	Addendum 01 10/30/2023			S108		S108	
S109	OFFICE SLAB PLAN	Addendum 01 10/30/2023			S109		S109	
S110	OPERATIONS SUPPORT SLABPLAN	Addendum 01 10/30/2023			S110		S110	
S111	OFFICE AND GYM SECOND FLOOR FRAMING	Addendum 01 10/30/2023			S111		S111	
S112	OVERALL ROOF FRAMING PLAN	100% CD 9/15/2023					S112	
S113	ROOF FRAMING PLAN NORTH	Addendum 01 10/30/2023			S113		S113	
S114	ROOF FRAMING PLAN SOUTH	Addendum 01 10/30/2023			S114		S114	
S115	OFFICE ROOF FRAMING PLAN	Addendum 01 10/30/2023			S115		S115	
S116	CLERESTORY FRAMING PLAN	100% CD 9/15/2023					S116	
S117	OPERATIONS SUPPORT ROOF FRAMING PLAN	Addendum 01 10/30/2023			S117		S117	
S118	CEILING FRAMING PLANS	100% CD 9/15/2023					S118	
S201	SECTIONS	Addendum 01 10/30/2023			S201		S201	
S220	SECTIONS	100% CD 9/15/2023					S220	
S221	SECTIONS	Addendum 01 10/30/2023			S221		S221	
S222	SECTIONS	100% CD 9/15/2023					S222	
S230	ELEVATOR SECTION	Addendum 01 10/30/2023			S230		S230	
S231	STAIR SECTIONS	Addendum 01 10/30/2023			S231		S231	
S232	STAIR SECTIONS	Addendum 01 10/30/2023			S232		S232	
S301	TRUSS ELEVATIONS	Addendum 01 10/30/2023			S301		S301	
S302	TRUSS NOTES AND DET AILS	Addendum 01 10/30/2023			S302		S302	
S303	SPECIAL JOIST AND GIRDER DIAGRAMS	Addendum 01 10/30/2023			S303		S303	
S304	BRACE ELEVATIONS	Addendum 01 10/30/2023			S304		S304	
S401	TILT WALL ELEVATIONS	100% CD 9/15/2023					S401	
S402	TILT WALL ELEVATIONS	100% CD 9/15/2023					S402	
S403	TILT WALL ELEVATIONS	100% CD 9/15/2023					S403	
S404	TILT WALL ELEVATIONS	100% CD 9/15/2023					S404	
S405	TILT WALL ELEVATIONS	100% CD 9/15/2023					S405	
S406	TILT WALL ELEVATIONS	100% CD 9/15/2023					S406	
S407	TILT WALL ELEVATIONS	100% CD 9/15/2023					S407	
S408	TILT UP PANEL REINFORCING AND DETAILS	100% CD 9/15/2023					S408	
S501	TYPICAL DETAILS	Addendum 01 10/30/2023			S501		S501	
S502	TYPICAL DETAILS	100% CD 9/15/2023					S502	
S503	TYPICAL PILE CAPS	Addendum 01 10/30/2023			S503		S503	
S503A	TYPICAL PILE CAPS	Addendum 01 10/30/2023			S503A		S503A	
S504	BASE PLATES AND CONCRETE BEAMS	Addendum 01 10/30/2023			S504		S504	
S505	COLUMNS/SCHEDULE	Addendum 01 10/30/2023			S505		S505	
M0.1	HVAC OVERALL FLOOR PLAN	Addendum 01 10/30/2023			M0.1		M0.1	
M0.2	HVAC OVERALL ROOF PLAN	100% CD 9/15/2023					M0.2	
M1.1	HVAC PLAN OPEN AREA NORTH	100% CD 9/15/2023					M1.1	
M1.2	HVAC PLAN OPEN AREA SOUTH	Addendum 01 10/30/2023			M1.2		M1.2	
M1.3	HVAC PLAN RAILHEAD OFFICE & GYM	100% CD 9/15/2023					M1.3	
M1.4	HVAC PLAN PARTS & TIRES	Addendum 01 10/30/2023			M1.4		M1.4	
M1.5	HVAC PLAN SECOND FLOOR NORTH	Addendum 01 10/30/2023			M1.5		M1.5	
M1.6	HVAC PLAN SECOND FLOOR SOUTH	Addendum 01 10/30/2023			M1.6		M1.6	
M1.7	HVAC PLAN OPERATIONS SUPPORT BUILDING	Addendum 01 10/30/2023			M1.7		M1.7	
M1.8	ENLARGED HVAC PLANS	100% CD 9/15/2023					M1.8	
M1.9	ENLARGED HVAC PLANS	Addendum 01 10/30/2023			M1.9		M1.9	
M1.10	ENLARGED HVAC PLANS	Addendum 01 10/30/2023			M1.10		M1.10	
M1.11	ENLARGED ROOF PLAN	Addendum 01 10/30/2023			M1.11		M1.11	
M2.1	HVAC SCHEDULES AND LEGEND	Addendum 01 10/30/2023			M2.1		M2.1	
M2.2	HVAC SCHEDULES (CONT)	Addendum 01 10/30/2023			M2.2		M2.2	
M2.3	HVAC SCHEDULES (CONT)	Addendum 01 10/30/2023			M2.3		M2.3	
M2.4	HVAC DETAILS	100% CD 9/15/2023					M2.4	
M2.5	HVAC DETAILS	100% CD 9/15/2023					M2.5	
M3.1	CONTROLS	100% CD 9/15/2023					M3.1	
M3.2	CONTROLS	100% CD 9/15/2023					M3.2	
M3.3	CONTROLS	100% CD 9/15/2023					M3.3	
M3.4	CONTROLS	100% CD 9/15/2023					M3.4	
M3.5	CONTROLS	100% CD 9/15/2023					M3.5	
M3.6	CONTROLS	100% CD 9/15/2023					M3.6	
M4.1	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023					M4.1	
M4.2	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023					M4.2	

Board of Directors Meeting - AC2024-01-01 Terminal Development for SET

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APPENDIX A

SOUTHEAST TOYOTA - JAXPORT FACILITY						
November 1st, 2023						
EXHIBIT A-1 - DRAWINGS LOG						
DRAWING SHEET NO.	DRAWING NAME	MOST RECENT PACKAGE	Drawing Rev. XXXXXXXX	REF. for DCV. date.	Addendum 01 10/30/2023	Addendum 01 progress 10/19/2023
<b>VOLUME 1 OF 1</b>						
M4.3	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.3
M4.4	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.4
M4.5	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.5
M4.6	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.6
M4.7	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.7
M4.8	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.8
M4.9	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.9
M4.10	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.10
M4.11	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.11
M4.12	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.12
M4.13	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.13
M4.14	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.14
M4.15	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.15
M4.16	KITCHEN HOOD DRAWINGS	100% CD 9/15/2023				M4.16
P0.1	PLUMBING LEGEND, SCHEDULES AND NOTES	100% CD 9/15/2023				P0.1
P1.1	OVERALL PLUMBING FLOOR PLANS	100% CD 9/15/2023				P1.1
P1.2	OVERALL PLUMBING ROOF PLAN	100% CD 9/15/2023				P1.2
P2.1	PLUMBING FLOOR PLAN NORTHEAST	100% CD 9/15/2023				P2.1
P2.2	PLUMBING FLOOR PLAN NORTHWEST	100% CD 9/15/2023				P2.2
P2.3	PLUMBING FLOOR PLAN EAST	100% CD 9/15/2023				P2.3
P2.4	PLUMBING FLOOR PLAN WEST	100% CD 9/15/2023				P2.4
P2.5	PLUMBING FLOOR PLAN SOUTHEAST	100% CD 9/15/2023				P2.5
P2.6	PLUMBING FLOOR PLAN SOUTHWEST	Addendum 01 10/30/2023			P2.6	P2.6
P2.7	PLUMBING SEGMENTED WALL FLOOR PLAN	100% CD 9/15/2023				P2.7
P2.8	PLUMBING FLOOR PLAN PARKING	Addendum 01 10/30/2023			P2.8	P2.8
P2.9	PLUMBING FLOOR PLAN TIRES	Addendum 01 10/30/2023			P2.9	P2.9
P2.10	PLUMBING SECOND FLOOR OFFICE NORTH	100% CD 9/15/2023				P2.10
P2.11	PLUMBING SECOND FLOOR OFFICE SOUTH	100% CD 9/15/2023				P2.11
P2.12	PLUMBING PARTIAL ROOF PLAN	100% CD 9/15/2023				P2.12
P2.13	PLUMBING FLOOR PLAN SUPPORT BUILDING	100% CD 9/15/2023				P2.13
P2.14	ENLARGED PLUMBING PLANS	Addendum 01 10/30/2023			P2.14	P2.14
P2.15	ENLARGED PLUMBING PLANS	100% CD 9/15/2023				P2.15
P2.16	ENLARGED PLUMBING PLANS	100% CD 9/15/2023				P2.16
P2.17	ENLARGED PLUMBING PLANS	100% CD 9/15/2023				P2.17
P2.18	ENLARGED PLUMBING PLANS	100% CD 9/15/2023				P2.18
P2.19	ENLARGED PLUMBING PLANS	Addendum 01 10/30/2023			P2.19	P2.19
P2.20	ENLARGED PLUMBING PLANS	100% CD 9/15/2023				P2.20
P3.1	PLUMBING DETAILS	100% CD 9/15/2023				P3.1
P3.2	PLUMBING DETAILS	100% CD 9/15/2023				P3.2
P3.3	PLUMBING DETAILS	100% CD 9/15/2023				P3.3
P3.4	PLUMBING DETAILS	100% CD 9/15/2023				P3.4
P3.5	PLUMBING DETAILS	100% CD 9/15/2023				P3.5
P4.1	SANITARY RISER DIAGRAMS	Addendum 01 10/30/2023			P4.1	P4.1
P4.2	SANITARY RISER DIAGRAMS	100% CD 9/15/2023				P4.2
P4.3	SANITARY RISER DIAGRAMS	100% CD 9/15/2023				P4.3
P4.4	SANITARY RISER DIAGRAMS	100% CD 9/15/2023				P4.4
P4.5	DOMESTIC WATER RISER DIAGRAMS	Addendum 01 10/30/2023			P4.5	P4.5
P4.6	DOMESTIC WATER RISER DIAGRAMS	100% CD 9/15/2023				P4.6
P4.7	DOMESTIC WATER RISER DIAGRAMS	100% CD 9/15/2023				P4.7
P4.8	DOMESTIC WATER RISER DIAGRAMS	100% CD 9/15/2023				P4.8
P4.9	STORM WATER RISER DIAGRAMS	100% CD 9/15/2023				P4.9
P4.10	COMPRESSED AIR & VACUUM RISER DIAGRAMS	Addendum 01 10/30/2023			P4.10	P4.10
P4.11	SUPPORT BUILDING AIR & VACUUM RISER DIAGRAMS	100% CD 9/15/2023				P4.11
E0.1	ELECTRICAL LEGEND AND NOTES	Addendum 01 10/30/2023			E0.1	E0.1
E0.2	ELECTRICAL SITE PLANS: UTILITY POWER & LIGHTING	Addendum 01 10/30/2023			E0.2	E0.2
E1.1	ELECTRICAL LIGHTING PLAN OPEN AREA NORTH	Addendum 01 10/30/2023			E1.1	E1.1
E1.2	ELECTRICAL LIGHTING PLAN OPEN AREA SOUTH	100% CD 9/15/2023				E1.2
E1.3	ELECTRICAL LIGHTING PLAN PARKING FLOOR	100% CD 9/15/2023				E1.3
E1.4	ELECTRICAL LIGHTING PLAN SECOND FLOOR	Addendum 01 10/30/2023			E1.4	E1.4
E1.5	ELECTRICAL LIGHTING PLAN TIRES	100% CD 9/15/2023				E1.5
E1.6	ELECTRICAL LIGHTING PLAN PDS BUILDING	100% CD 9/15/2023				E1.6
E2.1	ELECTRICAL POWER PLAN OPEN AREA NORTH	Addendum 01 10/30/2023			E2.1	E2.1
E2.2	ELECTRICAL POWER PLAN OPEN AREA SOUTH	100% CD 9/15/2023				E2.2
E2.3	ELECTRICAL POWER PLAN PARKING FLOOR	Addendum 01 10/30/2023			E2.3	E2.3
E2.4	ELECTRICAL POWER PLAN SECOND FLOOR	100% CD 9/15/2023				E2.4
E2.5	ELECTRICAL POWER PLAN SECOND FLOOR (HVAC)	100% CD 9/15/2023				E2.5
E2.6	ELECTRICAL POWER PLAN TIRES	100% CD 9/15/2023				E2.6
E2.7	ELECTRICAL POWER PLAN PDS BUILDING	100% CD 9/15/2023				E2.7
E2.8	ELECTRICAL POWER PLAN ROOF	100% CD 9/15/2023				E2.8
E3.1	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023				E3.1
E3.2	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023				E3.2
E3.3	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023				E3.3
E3.4	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023				E3.4
E3.5	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023				E3.5
E3.6	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023				E3.6
E3.7	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023				E3.7
E3.8	ENLARGED ELECTRICAL PLANS	Addendum 01 10/30/2023			E3.8	E3.8
E3.9	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023				E3.9
E3.10	ENLARGED ELECTRICAL PLANS	100% CD 9/15/2023				E3.10
E5.1	ELECTRICAL DETAILS	100% CD 9/15/2023				E5.1
E5.2	ELECTRICAL DETAILS	100% CD 9/15/2023				E5.2
E5.3	ELECTRICAL DETAILS	100% CD 9/15/2023				E5.3
E6.1	ELECTRICAL POWER RISER DIAGRAM	Addendum 01 10/30/2023			E6.1	E6.1
E6.2	ELECTRICAL POWER RISER DIAGRAM	Addendum 01 10/30/2023			E6.2	E6.2
E7.1	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023			E7.1	E7.1
E7.2	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023			E7.2	E7.2
E7.3	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023				E7.3
E7.4	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023			E7.4	E7.4
E7.5	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023			E7.5	E7.5
E7.6	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023				E7.6
E7.7	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023				E7.7
E7.8	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023				E7.8
E7.9	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023				E7.9
E7.10	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023				E7.10
E7.11	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023			E7.11	E7.11
E7.12	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023				E7.12
E7.13	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023				E7.13
E7.14	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023				E7.14
E7.15	ELECTRICAL PANEL SCHEDULES	100% CD 9/15/2023				E7.15
E7.16	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023			E7.16	E7.16
E7.17	ELECTRICAL PANEL SCHEDULES	Addendum 01 10/30/2023			E7.17	E7.17
FA0.1	FIRE ALARM SITE PLAN AND LEGEND	100% CD 9/15/2023				FA0.1
FA1.1	FIRE ALARM PLAN OPEN AREA NORTH	Addendum 01 10/30/2023			FA1.1	FA1.1
FA1.2	FIRE ALARM PLAN OPEN AREA SOUTH	Addendum 01 10/30/2023			FA1.2	FA1.2
FA1.3	FIRE ALARM PLAN PARKING	Addendum 01 10/30/2023			FA1.3	FA1.3
FA1.4	FIRE ALARM PLAN SECOND FLOOR	Addendum 01 10/30/2023			FA1.4	FA1.4
FA1.5	FIRE ALARM PLAN TIRES	100% CD 9/15/2023				FA1.5
FA1.6	FIRE ALARM PLAN PDS BUILDING	Addendum 01 10/30/2023			FA1.6	FA1.6
FA5.1	FIRE ALARM DETAILS	100% CD 9/15/2023				FA5.1
T0.1	TELECOMMUNICATIONS LEGEND AND NOTES	Addendum 01 10/30/2023			T0.1	T0.1
T1.1	TELECOMMUNICATIONS OVERALL FLOOR PLAN SECURITY	100% CD 9/15/2023				T1.1
T1.2	TELECOMMUNICATIONS FL PL PARKING & OFFICE SECURITY	100% CD 9/15/2023				T1.2
T1.3	TELECOMMUNICATIONS FL PL PDS BUILDING SECURITY	100% CD 9/15/2023				T1.3
TS.1	TELECOMM DETAILS	Addendum 01 10/30/2023			TS.1	TS.1
FP1.1	FIRE PROTECTION DESIGN AND NOTES	Addendum 01 10/30/2023			FP1.1	FP1.1
<b>BODY SHOP BUILDING</b>						
<b>SET Blount Island Body Shop COMBINED Progress CD 2023-09-12</b>						
0	PROJECT COVER	Addendum 01 progress 10/19/2023			0	0
A0.1	NOTES, SYMBOLS, & LEGENDS	Addendum 01 progress 10/19/2023			A0.1	A0.1
A0.2	PARTITION TYPES	Addendum 01 progress 10/19/2023			A0.2	A0.2
A0.3	LIFE SAFETY PLANS	Addendum 01 progress 10/19/2023			A0.3	A0.3
A1.1	SITE PLAN	Addendum 01 progress 10/19/2023			A1.1	A1.1
A2.1	FLOOR PLAN	Addendum 01 progress 10/19/2023			A2.1	A2.1
A2.2	DIMENSION FLOOR PLAN	Addendum 01 progress 10/19/2023			A2.2	A2.2

Board of Directors Meeting - AC2024-01-01 Terminal Development for SET

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APPENDIX A

SOUTHEAST TOYOTA - JAXPORT FACILITY								
November 1st, 2023								
EXHIBIT A-1 - DRAWINGS LOG								
DRAWING SHEET NO.	DRAWING NAME	MOST RECENT PACKAGE	Drawing Rev. XXXXXXXX	RFI for DCV. date.	Addendum 01 10/10/2023	Addendum 01 10/19/2023	100% CD 20/12/2024	NOTES
<b>VOLUME 1 OF 1</b>								
A2.3	ENLARGED PLANS	Addendum 01 progress 10/19/2023				A2.3	A2.3	
A2.4	EQUIPMENT PLANS BODY SHOP	Addendum 01 progress 10/19/2023				A2.4	A2.4	
A3.1	EXTERIOR ELEVATIONS	Addendum 01 progress 10/19/2023				A3.1	A3.1	
A3.2	BODY SHOP TILT WALL PANEL ELEVATIONS	Addendum 01 progress 10/19/2023				A3.2	A3.2	
A4.1	BUILDING SECTIONS	Addendum 01 progress 10/19/2023				A4.1	A4.1	
A4.201	WALL SECTIONS	Addendum 01 progress 10/19/2023				A4.201	A4.201	
A4.202	WALL SECTIONS	Addendum 01 progress 10/19/2023				A4.202	A4.202	
A5.1	ROOF PLAN	Addendum 01 progress 10/19/2023				A5.1	A5.1	
A5.2	ROOF DETAILS	Addendum 01 progress 10/19/2023				A5.2	A5.2	
A6.1	MILLWORK DETAILS	Addendum 01 progress 10/19/2023				A6.1	A6.1	
A7.1	DOOR AND GLAZING SCHEDULES	Addendum 01 progress 10/19/2023				A7.1	A7.1	
A7.2	DOOR & GLAZING DETAILS	Addendum 01 progress 10/19/2023				A7.2	A7.2	
A8.1	REFLECTED CEILING PLAN	Addendum 01 progress 10/19/2023				A8.1	A8.1	
A9.0	FINISH LEGEND & SCHEDULE	Addendum 01 progress 10/19/2023				A9.0	A9.0	
A9.1	FIRST FLOOR FINISH PLAN	Addendum 01 progress 10/19/2023				A9.1	A9.1	
S001	GENERAL NOTES	Addendum 01 progress 10/19/2023				S001	S001	
S001	GENERAL NOTES	Addendum 01 progress 10/19/2023				S001	S001	
S002	GENERAL NOTES	Addendum 01 progress 10/19/2023				S002	S002	
S101	FOUNDATION PLAN	Addendum 01 progress 10/19/2023				S101	S101	
S103	ROOF FRAMING PLAN	Addendum 01 progress 10/19/2023				S103	S103	
S201	SECTIONS	Addendum 01 progress 10/19/2023				S201	S201	
S210	SECTIONS	Addendum 01 progress 10/19/2023				S210	S210	
S403	TILT UP PANEL REINFORCING	Addendum 01 progress 10/19/2023				S403	S403	
S501	TYPICAL DETAILS	Addendum 01 progress 10/19/2023				S501	S501	
S502	TYPICAL DETAILS	Addendum 01 progress 10/19/2023				S502	S502	
<b>CAR WASH</b>								
<u>SET Mount Island Car Wash COMBINED Progress CD 2023.09.12</u>								
A0.0	PROJECT COVER	Addendum 01 progress 10/19/2023				A0.0	A0.0	
A0.1	NOTES, SYMBOLS, LEGENDS, AND LIFE SAFETY PLAN	Addendum 01 progress 10/19/2023				A0.1	A0.1	
A1.1	ARCHITECTURAL SITE PLAN	Addendum 01 progress 10/19/2023				A1.1	A1.1	
A2.1	FLOOR PLAN CAR WASH	Addendum 01 progress 10/19/2023				A2.1	A2.1	
A3.1	EXTERIOR ELEVATIONS	Addendum 01 progress 10/19/2023				A3.1	A3.1	
A4.1	BUILDING AND WALL SECTIONS	Addendum 01 progress 10/19/2023				A4.1	A4.1	
A4.2	WALL SECTIONS	Addendum 01 progress 10/19/2023				A4.2	A4.2	
A5.1	ROOF PLAN AND ROOF DETAILS	Addendum 01 progress 10/19/2023				A5.1	A5.1	
A5.2	ROOF DETAILS	Addendum 01 progress 10/19/2023				A5.2	A5.2	
A7.1	DOOR SCHEDULES	Addendum 01 progress 10/19/2023				A7.1	A7.1	
A7.2	DOOR & GLAZING DETAILS	Addendum 01 progress 10/19/2023				A7.2	A7.2	
A8.1	REFLECTED CEILING PLAN	Addendum 01 progress 10/19/2023				A8.1	A8.1	
A9.0	FINISH LEGEND & SCHEDULE	Addendum 01 progress 10/19/2023				A9.0	A9.0	
A9.1	FIRST FLOOR FINISH PLAN	Addendum 01 progress 10/19/2023				A9.1	A9.1	
S001	GENERAL NOTES	Addendum 01 progress 10/19/2023				S001	S001	
S002	GENERAL NOTES	Addendum 01 progress 10/19/2023				S002	S002	
S101	FOUNDATION PLAN	Addendum 01 progress 10/19/2023				S101	S101	
S102	SLAB PLAN	Addendum 01 progress 10/19/2023				S102	S102	
S103	ROOF FRAMING PLAN	Addendum 01 progress 10/19/2023				S103	S103	
S201	SECTIONS	Addendum 01 progress 10/19/2023				S201	S201	
S501	TYPICAL DETAILS	Addendum 01 progress 10/19/2023				S501	S501	
S502	TYPICAL DETAILS	Addendum 01 progress 10/19/2023				S502	S502	
M1.1	HVAC PLAN CAR WASH	Addendum 01 progress 10/19/2023				M1.1	M1.1	
M2.1	HVAC SCHEDULE & LEGEND	Addendum 01 progress 10/19/2023				M2.1	M2.1	
M2.2	HVAC DETAILS	Addendum 01 progress 10/19/2023				M2.2	M2.2	
M3.1	CAR WASH CONTROLS	Addendum 01 progress 10/19/2023				M3.1	M3.1	
M3.2	CAR WASH CONTROLS	Addendum 01 progress 10/19/2023				M3.2	M3.2	
M3.3	FUEL ISLAND CONTROLS	Addendum 01 progress 10/19/2023				M3.3	M3.3	
P1.1	CAR WASH FLOOR PLAN	Addendum 01 progress 10/19/2023				P1.1	P1.1	
P2.1	PLUMBING RISER DIAGRAMS	Addendum 01 progress 10/19/2023				P2.1	P2.1	
E0.1	ELECTRICAL LEGEND AND NOTES	Addendum 01 progress 10/19/2023				E0.1	E0.1	
E1.1	ELECTRICAL FLOOR PLAN LIGHTING	Addendum 01 progress 10/19/2023				E1.1	E1.1	
E1.2	ELECTRICAL FLOOR PLAN POWER	Addendum 01 progress 10/19/2023				E1.2	E1.2	
E2.1	ELECTRICAL DETAILS	Addendum 01 progress 10/19/2023				E2.1	E2.1	
E3.1	ELECTRICAL POWER RISER DIAGRAM	Addendum 01 progress 10/19/2023				E3.1	E3.1	
T1.1	TELECOMM SECURITY PLAN AND LEGEND	Addendum 01 progress 10/19/2023				T1.1	T1.1	
<b>FUEL ISLAND</b>								
<u>SET Mount Island Fuel Island COMBINED Progress CD 2023.09.12</u>								
A0.0	PROJECT COVER	100% CD 9/15/2023				A0.0	PROGRESS CD	
A1.1	ARCHITECTURAL SITE PLAN	100% CD 9/15/2023				A1.1	PROGRESS CD	
A2.1	FUEL ISLAND PLANS	100% CD 9/15/2023				A2.1	PROGRESS CD	
A3.1	FUEL ISLAND EXTERIOR ELEVATIONS	100% CD 9/15/2023				A3.1	PROGRESS CD	
E0.0	ELECTRICAL LEGEND AND NOTES	100% CD 9/15/2023				E0.0	PROGRESS CD	
E0.1	ELECTRICAL PLANS	100% CD 9/15/2023				E0.1	PROGRESS CD	

Board of Directors Meeting - AC2024-01-01 Terminal Development for SET

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APPENDIX A

SOUTHEAST TOYOTA - JAXPORT FACILITY								
November 1st, 2023								
EXHIBIT A-1 - DRAWINGS LOG								
DRAWING SHEET NO.	DRAWING NAME	MOST RECENT PACKAGE	Drawing Rev. XXXXXXXX	REF. for DCV. date.	Addendum 01 10/30/2023	Addendum 01 10/30/2023	100% CD 2/14/2024	NOTES
VOLUME 1 OF 1								
<b>LONGSHOREMEN RESTROOM</b>								
<u>SET Island Land Longshoremen Preliminary Foundation 2023.09.12</u>								
130071-B	PANEL BUILDING PREPARATED DOCUMENT - PRELIMINARY FOUNDATION	100% CD 9/15/2023						130071-B
<b>SECURITY BUILDING</b>								
<u>SET Island Security COMBINED 100% CDs 2023.09.12</u>								
A0.0	PROJECT COVER	Addendum 01 10/30/2023			A0.0			A0.0
A0.1	NOTES, SYMBOLS, LEGENDS, AND PARTITION TYPES	Addendum 01 10/30/2023			A0.1			A0.1
A0.2	BUILDING CODE SUMMARY & LIFE SAFETY PLANS	Addendum 01 10/30/2023			A0.2			A0.2
A1.1	SITE PLAN	Addendum 01 10/30/2023			A1.1			A1.1
A2.1	FLOOR & ROOF PLANS SECURITY OFFICE	Addendum 01 10/30/2023			A2.1			A2.1
A2.2	STAIR AND RAMP PLANS AND SECTIONS	Addendum 01 10/30/2023			A2.2			A2.2
A3.1	EXTERIOR ELEVATIONS	Addendum 01 10/30/2023			A3.1			A3.1
A4.1	BUILDING SECTIONS	Addendum 01 10/30/2023			A4.1			A4.1
A4.2	WALL SECTIONS	Addendum 01 10/30/2023			A4.2			A4.2
A5.1	DETAILS	Addendum 01 10/30/2023			A5.1			A5.1
A6.1	EXTERIOR ELEVATIONS/MILLWORK	Addendum 01 10/30/2023			A6.1			A6.1
A7.1	DOOR AND GLAZING SCHEDULES	Addendum 01 10/30/2023			A7.1			A7.1
A9.1	FINISH SCHEDULE & LEGENDS	Addendum 01 10/30/2023			A9.1			A9.1
S000	LEGENDS & SYMBOLS	Addendum 01 10/30/2023			S000			S000
S001	GENERAL NOTES	Addendum 01 10/30/2023			S001			S001
S002	GENERAL NOTES	Addendum 01 10/30/2023			S002			S002
S101	FOUNDATION, SLAB AND ROOF FRAMING PLANS	Addendum 01 10/30/2023			S101			S101
S201	SECTIONS	Addendum 01 10/30/2023			S201			S201
S501	TYPICAL DETAILS	Addendum 01 10/30/2023			S501			S501
S502	TYPICAL DETAILS	Addendum 01 10/30/2023			S502			S502
M1.1	HVAC FLOOR PLAN	Addendum 01 10/30/2023			M1.1			M1.1
M2.1	HVAC SCHEDULES	Addendum 01 10/30/2023			M2.1			M2.1
M2.2	HVAC DETAILS	Addendum 01 10/30/2023			M2.2			M2.2
M3.1	CONTROLS	Addendum 01 10/30/2023			M3.1			M3.1
M3.2	CONTROLS	Addendum 01 10/30/2023			M3.2			M3.2
P1.1	PLUMBING FLOOR PLAN	Addendum 01 10/30/2023			P1.1			P1.1
E0.1	ELECTRICAL SITE PLAN	Addendum 01 10/30/2023			E0.1			E0.1
E1.1	ELECTRICAL PLANS	Addendum 01 10/30/2023			E1.1			E1.1
E2.1	ELECTRICAL DETAILS	Addendum 01 10/30/2023			E2.1			E2.1
FA1.1	FIRE ALARM PLAN	Addendum 01 10/30/2023			FA1.1			FA1.1
T1.1	SECURITY SYSTEM PLAN	Addendum 01 10/30/2023			T1.1			T1.1
<b>TRUCKING RESTROOM</b>								
<u>SET Island Land Trucking COMBINED 100% CDs 2023.09.12</u>								
A0.0	PROJECT COVER	Addendum 01 10/30/2023			A0.0			A0.0
A0.1	INDEX, NOTES, LEGENDS & PARTITION TYPES	Addendum 01 10/30/2023			A0.1			A0.1
A0.2	PROJECT INFORMATION AND LIFE SAFETY PLAN	Addendum 01 10/30/2023			A0.2			A0.2
A1.1	SITE PLAN	Addendum 01 10/30/2023			A1.1			A1.1
A2.1	FLOOR, CEILING, AND ROOF PLANS	Addendum 01 10/30/2023			A2.1			A2.1
A3.1	EXTERIOR ELEVATIONS	Addendum 01 10/30/2023			A3.1			A3.1
A4.1	BUILDING SECTIONS AND WALL SECTIONS	Addendum 01 10/30/2023			A4.1			A4.1
A4.2	BUILDING SECTIONS AND WALL SECTIONS	Addendum 01 10/30/2023			A4.2			A4.2
A5.1	ROOF DETAILS	Addendum 01 10/30/2023			A5.1			A5.1
A7.1	DOOR & FINISH SCHEDULES & DETAILS	Addendum 01 10/30/2023			A7.1			A7.1
S000	LEGENDS & SYMBOLS	Addendum 01 10/30/2023			S000			S000
S001	GENERAL NOTES	Addendum 01 10/30/2023			S001			S001
S101	FOUNDATION, SLAB AND ROOF FRAMING PLAN	Addendum 01 10/30/2023			S101			S101
S201	SECTIONS	Addendum 01 10/30/2023			S201			S201
S202	SECTIONS	Addendum 01 10/30/2023			S202			S202
S501	TYPICAL DETAILS	Addendum 01 10/30/2023			S501			S501
S502	TYPICAL DETAILS	Addendum 01 10/30/2023			S502			S502
S503	TYPICAL DETAILS	Addendum 01 10/30/2023			S503			S503
M1.1	HVAC FLOOR PLAN	Addendum 01 10/30/2023			M1.1			M1.1
M2.1	HVAC SCHEDULES & LEGEND	Addendum 01 10/30/2023			M2.1			M2.1
M2.2	HVAC DETAILS	Addendum 01 10/30/2023			M2.2			M2.2
M3.1	CONTROLS	Addendum 01 10/30/2023			M3.1			M3.1
P1.1	PLUMBING FLOOR PLAN	Addendum 01 10/30/2023			P1.1			P1.1
E0.1	ELECTRICAL LEGEND AND NOTES	Addendum 01 10/30/2023			E0.1			E0.1
E1.1	ELECTRICAL PLANS	Addendum 01 10/30/2023			E1.1			E1.1
E2.1	ELECTRICAL DETAILS	Addendum 01 10/30/2023			E2.1			E2.1
FA1.1	FIRE ALARM PLAN	Addendum 01 10/30/2023			FA1.1			FA1.1
T1.1	TELECOMM PLAN	Addendum 01 10/30/2023			T1.1			T1.1
T1.1	TELECOMM PLAN	Addendum 01 10/30/2023			T1.1			T1.1



<b>SOUTHEAST TOYOTA - JAXPORT FACILITY</b>			
<b>UPDATED: October 5th, 2023</b>			
<b>APPENDIX A-1 - SPECIFICATION LOG</b>			
<b>GMP Package #03B- 100% CD Documents</b>			
<b>DOCUMENT NO.</b>	<b>DOCUMENT NAME</b>	<b>DOCUMENT DATE</b>	<b>NOTES</b>
<b>PROJECT MANUAL VOLUME 1 OF 1</b>			
<b>TABLE OF CONTENTS</b>			
<b><u>SET Blount Island Combined Specifications 100% CDs</u></b>			
	<b><u>DIVISION 01 - GENERAL REQUIREMENTS</u></b>	12-Sep-23	
00 00 00A	COVER SHEET	12-Sep-23	
00 00 00B	TABLE OF CONTENTS	12-Sep-23	
00 31 32	GEOTECHNICAL DATA	12-Sep-23	
01 10 00	SUMMARY	12-Sep-23	
01 25 00	SUBSTITUTION PROCEDURES	12-Sep-23	
01 26 00	CONTRACT MODIFICATION PROCEDURES	12-Sep-23	
01 29 00	PAYMENT PROCEDURES	12-Sep-23	
01 31 00	PROJECT MANAGEMENT AND COORDINATION	12-Sep-23	
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	12-Sep-23	
01 32 33	PHOTOGRAPHIC DOCUMENTATION	12-Sep-23	
01 33 00	SUBMITTAL PROCEDURES	12-Sep-23	
01 40 00	QUALITY REQUIREMENTS	12-Sep-23	
01 42 00	REFERENCES	12-Sep-23	
01 50 00	TEMPORARY FACILITIES AND CONTROLS	12-Sep-23	
01 60 00	PRODUCT REQUIREMENTS	12-Sep-23	
01 73 00	EXECUTION	12-Sep-23	
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	12-Sep-23	
01 77 00	CLOSEOUT PROCEDURES	12-Sep-23	
01 78 23	OPERATION AND MAINTENANCE DATA	12-Sep-23	
01 78 39	PROJECT RECORD DOCUMENTS	12-Sep-23	
01 79 00	DEMONSTRATION AND TRAINING	12-Sep-23	
	<b><u>DIVISION 02 - EXISTING CONDITIONS</u></b>		
	<i>N/A</i>		
	<b><u>DIVISION 03 - CONCRETE</u></b>		
03 30 00	CASINPLACE CONCRETE	12-Sep-23	
03 35 43	SEALED CONCRETE FINISHING	12-Sep-23	
03 47 13	TILT UP CONCRETE	12-Sep-23	
	<b><u>DIVISION 04 - MASONRY</u></b>		
04 22 00	CONCRETE UNIT MASONRY	12-Sep-23	
	<b><u>DIVISION 05 - METALS</u></b>		
05 12 00	STRUCTURAL STEEL FRAMING	12-Sep-23	

**SOUTHEAST TOYOTA - JAXPORT FACILITY**

UPDATED: October 5th, 2023

**APPENDIX A-1 - SPECIFICATION LOG**

GMP Package #03B- 100% CD Documents

DOCUMENT NO.	DOCUMENT NAME	DOCUMENT DATE	NOTES
<b>PROJECT MANUAL VOLUME 1 OF 1</b>			
05 21 00	STEEL JOIST FRAMING	12-Sep-23	
05 31 00	STEEL DECKING	12-Sep-23	
05 50 00	METAL FABRICATIONS	12-Sep-23	
05 51 13	METAL PAN STAIRS	12-Sep-23	
05 52 13	PIPE AND TUBE RAILINGS	12-Sep-23	
05 73 13	GLAZED DECORATIVE METAL RAILINGS	12-Sep-23	
05 73 16	WIRE ROPE DECORATIVE METAL RAILINGS	12-Sep-23	
<b><u>DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES</u></b>			
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	12-Sep-23	
06 16 00	SHEATHING	12-Sep-23	
06 40 23	INTERIOR ARCHITECTURAL WOODWORK	12-Sep-23	
06 41 16	PLASTC LAMINATE CLAD ARCHITECTURAL CABINETS	12-Sep-23	
06 42 00	WOOD WALL PANELING	12-Sep-23	
06 64 00	PLASTIC PANELING	12-Sep-23	
<b><u>DIVISION 07 - THERMAL AND MOISTURE PROTECTION</u></b>			
07 11 13	BITUMIOUS DAMPPROOFING	12-Sep-23	
07 13 26	SELF ADHERING SHEET WATERPROOFING	12-Sep-23	
07 17 00	BENTONITE WATERPROOFING	12-Sep-23	
07 21 00	BUILDING INSULATION	12-Sep-23	
07 24 11	EXTERIOR FINISH SYSTEM	12-Sep-23	
07 24 23	CEMENT BOARD STUCCO SYSTEM	12-Sep-23	
07 27 26	AIR AND WATER BARRIERS	12-Sep-23	
07 42 13	METAL WALL PANELS	12-Sep-23	
07 42 93	METAL SOFFIT PANELS	12-Sep-23	
07 54 23	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING	12-Sep-23	
07 62 00	SHEET METAL FLASHING AND TRIM	12-Sep-23	
07 71 23.13	MANUFACTURED DOWNSPOUT ADAPTERS	12-Sep-23	
07 72 33	ROOF HATCHES	12-Sep-23	
07 81 00	APPLIED FIREPROOFING	12-Sep-23	
07 84 13	PENETRATION FIRESTOPPING	12-Sep-23	
07 84 43	JOINT FIRESTOPPING	12-Sep-23	
07 92 00	JOINT SEALANTS	12-Sep-23	
<b><u>DIVISION 08 - OPENINGS</u></b>			
08 11 13	HOLLOW METAL DOORS AND FRAMES	12-Sep-23	
08 14 16	FLUSH WOOD DOORS	12-Sep-23	
08 31 13	ACCESS DOORS AND FRAMES	12-Sep-23	

**SOUTHEAST TOYOTA - JAXPORT FACILITY**

UPDATED: October 5th, 2023

**APPENDIX A-1 - SPECIFICATION LOG**

GMP Package #03B- 100% CD Documents

DOCUMENT NO.	DOCUMENT NAME	DOCUMENT DATE	NOTES
<b>PROJECT MANUAL VOLUME 1 OF 1</b>			
08 33 23	OVERHEAD COILING DOORS	12-Sep-23	
08 33 23.13	HIGH SPEED ROLLING DOORS	12-Sep-23	
08 33 26	OVERHEAD COILING GRILLES	12-Sep-23	
08 41 13	ALUMINUM FRAMED ENTRANCES AND STOREFRONTS	12-Sep-23	
08 41 29	INTERIOR SLIDING ALUMINUM FRAMED DOORS AND PARTITIONS	12-Sep-23	
08 44 13	GLAZED ALUMINUM CURTAIN WALLS	12-Sep-23	
08 71 00	DOOR HARDWARE	12-Sep-23	
08 80 00	GLAZING	12-Sep-23	
08 91 19	FIXED LOUVERS	12-Sep-23	
	<b><u>DIVISION 09 - FINISHES</u></b>		
09 22 16	NON STRUCTURAL METAL FRAMING	12-Sep-23	
09 29 00	GYPSUM BOARD	12-Sep-23	
09 30 13	TILING	12-Sep-23	
09 51 13	ACOUSTICAL PANEL CEILINGS	12-Sep-23	
09 54 23	SUSPENDED METAL CEILINGS	12-Sep-23	
09 65 13	RESILIENT BASE AND ACCESSORIES	12-Sep-23	
09 65 19	RESILIENT TILE FLOORING	12-Sep-23	
09 65 36	STATIC CONTROL RESILIENT FLOORING	12-Sep-23	
09 65 40	LUXURY VINYL TILE	12-Sep-23	
09 65 66	RESILIENT ATHLETIC FLOORING	12-Sep-23	
09 67 23	RESINOUS FLOORING SYSTEM	12-Sep-23	
09 68 13	CARPET TILE	12-Sep-23	
09 84 13	FIXED SOUND ABSORPTIVE PANELS	12-Sep-23	
09 91 00	PAINTING	12-Sep-23	
09 93 00	STAINING AND TRANSPARENT FINISHING	12-Sep-23	
09 96 53	ELASTOMERIC COATINGS	12-Sep-23	
	<b><u>DIVISION 10 - SPECIALTIES</u></b>		
10 14 23	PANEL SIGNAGE	12-Sep-23	
10 21 13.19	PLASTIC TOILET COMPARTMENTS	12-Sep-23	
10 26 00	WALL PROTECTION	12-Sep-23	
10 28 13	TOILET ACCESSORIES	12-Sep-23	
10 41 16	EMERGENCY KEY CABINETS	12-Sep-23	
10 44 00	FIRE PROTECTION SPECIALTIES	12-Sep-23	
10 73 16	METAL AWNINGS	12-Sep-23	
	<b><u>DIVISION 11 - EQUIPMENT</u></b>		
11 13 00	LOADING DOCK EQUIPMENT	12-Sep-23	

<b>SOUTHEAST TOYOTA - JAXPORT FACILITY</b>			
<b>UPDATED: October 5th, 2023</b>			
<b>APPENDIX A-1 - SPECIFICATION LOG</b>			
<b>GMP Package #03B- 100% CD Documents</b>			
<b>DOCUMENT NO.</b>	<b>DOCUMENT NAME</b>	<b>DOCUMENT DATE</b>	<b>NOTES</b>
<b>PROJECT MANUAL VOLUME 1 OF 1</b>			
	<b><u>DIVISION 12 - FURNISHINGS</u></b>		
12 24 13	ROLLER WINDOW SHADES	12-Sep-23	
12 36 61.16	SOLID SURFACE COUNTERTOPS	12-Sep-23	
	<b><u>DIVISION 13 - SPECIAL CONSTRUCTION</u></b>		
	<i>N/A</i>		
	<b><u>DIVISION 14 - CONVEYING EQUIPMENT</u></b>		
14 21 00	ELECTRIC TRACTION ELEVATORS	12-Sep-23	
14 42 13	WHEELCHAIR LIFTS	12-Sep-23	
	<b><u>DIVISION 21 - FIRE PROTECTION</u></b>		
21 00 00	FIRE SUPPRESSION SPEC	12-Sep-23	
	<b><u>DIVISION 22 - PLUMBING</u></b>		
22 00 00	PLUMBING SPECIFICATIONS	12-Sep-23	
	<b><u>DIVISION 23 - HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC)</u></b>		
23 00 00	HEATING, VENTILATION, AND AIR-CONDITIONING	12-Sep-23	
	<b><u>DIVISION 25 - INTEGRATED AUTOMATION</u></b>		
	<i>N/A</i>		
	<b><u>DIVISION 26 - ELECTRICAL</u></b>		
26 00 00	ELECTRICAL SPECIFICATIONS	12-Sep-23	
26 32 13.16	DIESEL-ENGINE-DRIVEN GENERATOR SETS	12-Sep-23	
26 36 00	TRANSFER SWITCHES	12-Sep-23	
	<b><u>DIVISION 27 - COMMUNICATIONS</u></b>		
	<i>N/A</i>		
	<b><u>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</u></b>		
	<i>N/A</i>		
	<b><u>DIVISION 31 - EARTHWORK</u></b>		
31 31 16	TERMITE CONTROL	12-Sep-23	
	<b><u>DIVISION 32 - EXTERIOR IMPROVEMENTS</u></b>		
32 31 19	DECORATIVE METAL FENCES AND GATES	12-Sep-23	
<b>END OF DOCUMENT</b>			

**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: Masonry (GMP 4)**

**BID OPENING DATE & TIME:** December 5th, 2023 @ 1:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Tuesday, November 14, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	CBM Concrete & Masonry	---- NO BID ----				
2	Commercial Masonry Contractors	---- NO BID ----				
3	Concrete & Masonry Solutions	---- NO BID ----				
4	Concrete Masonry Structures	---- NO BID ----				
5	Bush Masonry	Y	Y	Y	Y	\$ 725,000.00
6	Florida Concrete & Block	---- NO BID ----				
7	Florida Masonry Construction	---- NO BID ----				
8	Foresight Construction Group	---- NO BID ----				

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Ethan Selmer

**Certified By:** Alec Arand

**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: Sheet Vinyl Retaining Wall (GMP 4)**

**BID OPENING DATE & TIME:** December 5th, 2023 @ 2:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Tuesday, November 14, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	Associated Construction Products	---- NO BID ----				
2	Georgia Walls & Shoring	---- NO BID ----				
3	Tower Davis Construction	Y	Y	N	N	\$ 570,570.00

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Ethan Selmer

**Certified By:** \_\_\_\_\_

JE Dunn Construction Inc.  
 Project #:23012000  
 Auto Processing Facility Development - Southeast Toyota JAXPORT Facility  
**BID OPENING: Joint Sealants & Waterproofing (GMP 4)**

**BID OPENING DATE & TIME:** December 5th, 2023 @ 3:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Tuesday, November 14, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)	
1	ABG Caulking	---- NO BID ----					
2	Above All Caulking & Waterproofing	---- NO BID ----					
3	Advanced Concrete Coating & Caulking	Y	Y	N	Y	\$ 592,554.00	
4	Alpha Insulation & Waterproofing	---- NO BID ----					
5	Barrier South	Y	Y	N	Y	\$ 589,286.00	
6	Blanchard Caulking & Coating	Y	Y	Y	Y	\$ 539,402.00	
7	Capital Waterproofing	---- NO BID ----					
8	EwingWaterproofing & Painting Systems	---- NO BID ----					
9	Five Arrows Inc.	---- NO BID ----					
10	General Caulking & Coatings	---- NO BID ----					
11	Merit Professional Coating	---- NO BID ----					
12	PRC Waterproofing	---- NO BID ----					
13	TCM Waterproofing	---- NO BID ----					

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Ethan Selmer

**Certified By:** \_\_\_\_\_

Board of Directors Meeting - AC2024-01-01 Terminal Development for SET

DocuSign Envelope ID: F9D04639-F5C1-486B-B6F1-65E5621E2F17

JE Dunn Construction Inc.  
 Project #:23012000  
 Auto Processing Facility Development - Southeast Toyota JAXPORT Facility  
 BID OPENING: **Roofing** (GMP 4)

**BID OPENING DATE & TIME:** December 5th, 2023 @ 4:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Tuesday, November 14, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)	
1	All South Subcontractors, Inc.	---- NO BID ----					
2	Allied Roofing	---- NO BID ----					
3	Barber & Associates	Y	Y	Y	Y	\$ 2,931,800.00	
4	CentiMark Corporation	Y	Y	Y	Y	\$ 344,640.00	
5	Core Roofing Systems	---- NO BID ----					
6	CP Rankin Inc,	---- NO BID ----					
7	Deck Tight Roofing Service	---- NO BID ----					
8	JCB Roofing	---- NO BID ----					
9	Jenkins Roofing Inc	---- NO BID ----					
10	Roofing USA	---- NO BID ----					
11	Rooftec Systems	---- NO BID ----					
12	Tecta America	---- NO BID ----					

Tabulation Performed By: Barry Fransen

Recorded By: Barry Fransen

Witness: Ethan Selmer

Certified By: \_\_\_\_\_



**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: Louvers (GMP 4)**

**BID OPENING DATE & TIME:** December 6th, 2023 @ 1:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Tuesday, November 14, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1				---- NO BID ----		
2				---- NO BID ----		
3				---- NO BID ----		
4				---- NO BID ----		

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Ethan Selmer

**Certified By:** \_\_\_\_\_

**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: OH Doors (GMP 4)**

**BID OPENING DATE & TIME:** December 6th, 2023 @ 2:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Tuesday, November 14, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	American Roll Up Door	Y	Y	N	Y	\$ 1,600,140.00
2	Miner Ltd.	---- NO BID ----				
3	Action Automatic Doors	---- NO BID ----				
4	Banko Overhead Doors	---- NO BID ----				
5	DH Pace Company	---- NO BID ----				
6	Overhead Door Company of Tampa Bay	---- NO BID ----				

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Ethan Selmer

**Certified By:** \_\_\_\_\_

**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: Doors, Frames and Hardware (GMP 4)**

**BID OPENING DATE & TIME:** December 6th, 2023 @ 3:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Tuesday, November 14, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	Taylor Cotton & Ridley	Y	Y	Y	Y	\$ 831,812.47
2	JDR	---- NO BID ----				
3	Cook & Boardman	---- NO BID ----				
4	Sperry	---- NO BID ----				
5	Performance Door and Hardware Inc.	---- NO BID ----				
6	Hollow Metal Specialists, Inc.	---- NO BID ----				

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Trevor Otto

**Certified By:** \_\_\_\_\_

**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: Aluminum Storefront (GMP 4)**

**BID OPENING DATE & TIME:** December 6th, 2023 @ 4:00 PM  
 Note: **2** Addendums were issued on this project

**Virtual Pre-Bid:** Tuesday, November 14, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	1st Choice Glass	---- NO BID ----				
2	Architectural Aluminum Techniques	---- NO BID ----				
3	Lee & Cates	N	Y	N	N	\$ 1,037,000.00
4	Capital Glass & Aluminum Co.	N	Y	N	N	\$ 827,700.00
5	Duval Glass	---- NO BID ----				
6	Precision Glass & Storefront	---- NO BID ----				
7	Rhyno Glass	---- NO BID ----				

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Trevor Otto

**Certified By:** \_\_\_\_\_

**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: Fuel Island Canopy (GMP 4)**

**BID OPENING DATE & TIME:** December 7th, 2023 @ 12:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Tuesday, November 14, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	McGee Corporation	Y	Y	Y	Y	\$ 159,059.00
2						
3		---- NO BID ----				
4		---- NO BID ----				

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Trevor Otto

**Certified By:** \_\_\_\_\_

**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: Prefabricated Building (GMP 4)**

**BID OPENING DATE & TIME:** December 7th, 2023 @ 1:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Tuesday, November 14, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	Panel Built	Y	Y		Y	\$ 262,611.00
2						
3		---- NO BID ----				
4		---- NO BID ----				

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Trevor Otto

**Certified By:** \_\_\_\_\_

**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: Gypsum Assemblies (GMP 4)**

**BID OPENING DATE & TIME:** December 7th, 2023 @ 2:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Tuesday, November 14, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	Colby	Y	Y	Y	Y	\$ 3,320,203.00
2	Acousti	Y	Y	N	Y	\$ 2,328,876.00
3	Tower Davis	Y	Y	Y	Y	\$ 7,842,570.00
4		---- NO BID ----				
5		---- NO BID ----				
6		---- NO BID ----				

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Trevor Otto

**Certified By:** \_\_\_\_\_

**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: Fire Protection (GMP 4)**

**BID OPENING DATE & TIME:** December 7th, 2023 @ 3:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Tuesday, November 14, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	Wiggington	Y	Y	N	Y	\$ 1,085,129.00
2	WW Gay	Y	Y	Y	Y	\$ 2,227,687.00
3		---- NO BID ----				
4		---- NO BID ----				

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Trevor Otto

**Certified By:** \_\_\_\_\_



**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: Elevators (GMP 4)**

**BID OPENING DATE & TIME:** December 7th, 2023 @ 4:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Tuesday, November 14, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	KONE	Y	Y	N	Y	\$ 298,480.00
2	Schindler	---- NO BID ----				
3		---- NO BID ----				
4		---- NO BID ----				

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Trevor Otto

**Certified By:** \_\_\_\_\_

**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: Load Transfer Platform (LTP) Material (GMP 4B)**

**BID OPENING DATE & TIME:** January 4th, 2024 @ 1:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Wednesday, December 13, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	Liberty Trucking LLC	Y	Y	Y	Y	\$ 1,028,204.00
2		---- NO BID ----				
3		---- NO BID ----				
4		---- NO BID ----				

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Trevor Otto

**Certified By:** \_\_\_\_\_

**JE Dunn Construction Inc.**  
**Project #:23012000**  
**Auto Processing Facility Development - Southeast Toyota JAXPORT Facility**  
**BID OPENING: Phase Two Sitework (GMP 4B)**

**BID OPENING DATE & TIME:** January 4th, 2024 @ 3:00 PM  
 Note: 2 Addendums were issued on this project

**Virtual Pre-Bid:** Wednesday, December 13, 2023  
**Site Visit (Mandatory):** N/A

NO.	BIDDERS	Bid Form Signed (Y/N)	Addendum Acknowledged (Y/N)	Scope of Work Pages Initialed (Y/N)	Prequalification Form Signed (Y/N)	TOTAL BASE BID (LUMP SUM)
1	Baker Constructors Inc.	Y	Y	Y	Y	\$ 5,350,263.94
2		---- NO BID ----				
3		---- NO BID ----				
4		---- NO BID ----				

**Tabulation Performed By:** Barry Fransen

**Recorded By:** Barry Fransen

**Witness:** Trevor Otto

**Certified By:** \_\_\_\_\_

SE Toyota Blount Is.  
Jacksonville, FL  
January 2nd 2024  
GMP Package #04



436,459 SF

Scope Num	Cost Code	Description	GMP 3 Package	Comments
100A	01 00 00	General Conditions	0	
100A	01 10 00	General Requirements	163,171	
100A	01 00 01	Preconstruction Services	103,861	
03C	03 00 00	Concrete Foundations & Tilt		
03A	03 00 10	Load Transfer Platform		
03J	03 35 00	Concrete Finishing		
04A	04 20 00	Masonry	725,000	
05A	05 12 00	Structural & Misc Steel		
05E	05 45 00	Unistrut Assemblies		
06D	06 10 10	Rough Carpentry		
06E	06 20 00	Finish Carpentry		
07C	07 24 00	Stucco and EIFS		
07F	07 46 00	Cement Fiber Panels		
07G	07 50 00	Roofing	2,911,700	
07L.1	07 90 00	Dampproofing & Waterproofing	541,208	
08A	08 10 00	Doors, Frames and Hardware	788,032	
08E	08 30 00	Overhead Doors	1,600,140	
08G	08 40 00	Entrances, Storefronts, and Curtain Walls	1,037,000	
09K	09 00 00	Misc Interior Finishes		
09A	09 20 00	Plaster and Gypsum Board	4,311,805	
09C	09 30 00	Tiling		
09H	09 60 00	Flooring		
09B	09 90 00	Painting And Coating		
10A.1	10 00 00	Specialties		
10A	10 10 00	Information Specialties		
10G	10 14 00	Signage		
10D	10 26 00	Fiber Reinforced Panels (FRP)		
10P	10 28 00	Toilet Partitions & Accessories		
10I	10 40 00	Safety Specialties		
10H	10 51 00	Lockers & Benches		
10J	10 73 00	Awnings and Canopies	159,059	
10A.1	11 00 00	Car Wash Equipment		
11P	11 00 01	Fuel Pump Equipment & Tanks		
11A	11 13 00	Loading Dock Equipment		
11C	11 40 00	Food Service Equipment		
12C	12 20 00	Window Treatments		
13B	13 34 00	PEMB	256,652	
14A	14 20 00	Elevators	298,480	
21A	21 00 00	Fire Suppression	1,085,596	
22A	22 00 00	Plumbing		
23A	23 00 00	HVAC		
26A	26 00 00	Electrical		
31G	31 20 00	Earthwork	37,800	
31G	31 31 00	Soil Poisoning		
31G	31 32 00	Under Drains		
31E	31 63 00	Deep Foundations		
32A	32 12 00	Asphalt Paving		
32B	32 13 00	Site Concrete		
32C	32 17 23	Pavement Markings		
32H	32 31 00	Fences, Gates & Bollards		
32I	32 32 00	Site Retaining Walls	6,089,022	
32G	32 90 00	Planting		
33A	33 00 00	Site Utilities		

Subtotal 20,108,525

Insurance	General Liability Insurance	433,429	1.98% of subtotal above plus " " items
BRPolicy	Builder's Risk*	0	
BldgPermit	Building Permit	0	
Bond	Public Construction Bond*	0	
SubDefault	Sub Default Program Rate*	297,055	1.5% of sub agreements, or \$14,367,525.00
OtherPBI1	Business License	0	
OtherPBI2	Dunn Dashboard	0	
Cont-a	Construction Contingency*	1,067,990	Contingency Reconciliation from Previous Packages (2% Contract Sum)
Cont	Construction Contingency*	416,780	2% of line items above
Fee	Fee	1,004,570	4.5% of line items above
	Subtotal	23,328,350	
Esc	Escalation	0	

**Total**

**\$23,328,350**

Date 1/8/2024 11:28 AM

Building

Page 2

**SE Toyota Blount Is.**  
**Jacksonville, FL**  
**January 2nd 2024**  
 GMP Package #04



**SET - JAXPORT**  
**436,459 SF**

Item	Description	Cost	Cost/SF
1	General Conditions	0	0.00
2	General Requirements	163,171	0.37
3	Preconstruction Services	103,861	0.24
4	Demolition	0	0.00
5	Excavation	6,089,022	13.95
6	Structure	196,859	0.45
7	Enclosure	725,000	1.66
8	Rough Carpentry	0	0.00
9	Finish Carpentry	0	0.00
10	Roofing and Sheet Metal	2,911,700	6.67
11	Moisture Protection	541,208	1.24
12	Doors and Hardware	2,388,172	5.47
13	Glass and Glazing	1,037,000	2.38
14	Interior Partitions	4,311,805	9.88
15	Stone and Tile	0	0.00
16	Ceilings and Acoustic	0	0.00
17	Flooring	0	0.00
18	Painting	0	0.00
19	Specialties	0	0.00
20	Equipment and Furnishings	0	0.00
21	Special Construction	256,652	0.59
22	Elevators	298,480	0.68
23	Fire Protection	1,085,596	2.49
24	Plumbing	0	0.00
25	HVAC Systems	0	0.00
26	Electrical	0	0.00
	<b>Subtotal*</b>	<b>20,108,525</b>	<b>46.07</b>
	General Liability Insurance 1.98%	433,429	0.99
	Building Permit 0.00%	0	0.00
	Public Construction Bond* 0.58%	0	
	Sub Default Program Rate* 1.50%	297,055	0.68
	Business License 0.01%	0	0.00
	Dunn Dashboard 0.10%	0	0.00
	Construction Contingency* 2.00%	1,484,771	3.40
	Fee 4.50%	1,004,570	2.30
	<b>Total</b>	<b>\$23,328,350</b>	<b>\$53.45</b>

Skin/Floor Area Ratio #VALUE!  
 Glass/Skin Area Ratio 6%

Total Skin Cost/Contact Area \$7.12 /SF  
 Skin Cost/Bldg Area #VALUE! /SF

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
<b>4 Demolition</b>							
Total					0	<b>\$0.00</b>	
<b>5 Excavation</b>							
31 20 00	Phase 2 Sitework - Trade Quote	LS	1	5,245,357	5,245,357	0.0' Avg	
31 20 00	Phase 2 Sitework - Alt. #2 Trade Quote	LS	1	226,354	226,354	0.0' Avg	
31 20 00	Parking Garage Dewatering - 6" Pump	MO	2	23,371	46,741	14 CY/Load	
31 50 00	Retaining Wall at Pond - Trade Quote	LS	1	570,570	570,570	50% Area	0.00 VF
03 00 10	3/4" Clean Crushed Rock at SOG	LS	1	1,028,204	1,028,204	24" Thick	
03 00 10	3/4" Clean Crushed Rock at SOG	LS	-1	1,028,204	-1,028,204	24" Thick	
Total					6,089,022	<b>\$19.41</b>	
<b>6 Structure</b>							
<b>Foundations</b>						<b>\$0.12/SF</b>	
03 31 00	Surcharge Monitoring	MO	7	5,400	37,800	0 LF	2.00' Wide
05 12 00	Pre-Engineered Metal Canopy Quote	LS	1	159,059	159,059	0.10 #/SF	
Total					196,859	<b>\$0.63</b>	

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
<b>7 Enclosure</b>							
04 20 00	Masonry Sub Quote	LS	1	725,000	725,000		
	Total				725,000		\$2.31
<b>8 Rough Carpentry</b>							
	Total				0		\$0.00
<b>9 Finish Carpentry</b>							
	Total				0		\$0.00
<b>10 Roofing and Sheet Metal</b>							
07 50 00	Membrane Roofing Sub Quote	LS	1	2,911,700	2,911,700		
	Total				2,911,700		\$9.28

Date 1/8/2024 11:28 AM

Building

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Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
<b>11 Moisture Protection</b>							
07 90 00	Joint Sealants and Waterproofing Quote	LS	1	541,208	541,208		
	Total				541,208		\$1.72
<b>12 Doors and Hardware</b>							
08 10 00	Door Subcontractor Quote	LS	1	788,032	788,032	Furnish and Install	
08 30 00	Overhead Door Sub Quote	LS	1	1,600,140	1,600,140		
	Total				2,388,172		\$7.61
<b>13 Glass and Glazing</b>							
08 40 00	Glazing Subcontractor Quote	LS	1	1,037,000	1,037,000		
	Total				1,037,000		\$3.31
<b>14 Interior Partitions</b>							
09 20 00	Drywall Subcontractor Quote	LS	1	3,320,203	3,320,203		
09 20 00	Alternate #01 - WD-1 and WD-2	LS	1	92,812	92,812		
09 20 00	Alternate #02 - MP-1	LS	1	226,817	226,817		
09 20 00	Alternate #03 - Thermax	LS	1	671,973	671,973		
	Total				4,311,805		\$13.74



Date 1/8/2024 11:28 AM

Building

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Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
<b>15</b>	<b>Stone and Tile</b>						
		Total			0		<b>\$0.00</b>
<b>16</b>	<b>Ceilings and Acoustic</b>						
		Total			0		<b>\$0.00</b>
<b>17</b>	<b>Flooring</b>						
		Total			0		<b>\$0.00</b>
<b>18</b>	<b>Painting</b>						
		Total			0		<b>\$0.00</b>

Date 1/8/2024 11:28 AM

Building

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Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
<b>19 Specialties</b>							
					0		<b>\$0.00</b>
<b>20 Equipment and Furnishings</b>							
					0		<b>\$0.00</b>
<b>21 Special Construction</b>							
13 21 00	Pre-Fab Building Quote	LS	1	262,611	256,652		
					256,652		<b>\$0.82</b>
<b>22 Elevators</b>							
14 20 00	Elevator Sub Quote	LS	1	298,480	298,480		
					298,480		<b>\$0.95</b>
<b>23 Fire Protection</b>							
21 00 00	Fire Protection Quote	LS	1	1,085,596	1,085,596		
					1,085,596		<b>\$3.46</b>

Item	Description	Unit	Quantity	Price	Amount	QuantF	Prod
<b>24</b>	<b>Plumbing</b>						
		Total			0		<b>\$0.00</b>
<b>25</b>	<b>HVAC Systems</b>						
		Total			0		<b>\$0.00</b>
<b>26</b>	<b>Electrical</b>						
		Total			0		<b>\$0.00</b>

Board of Directors Meeting - R2024-01-01 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	C-1780	TMT Berth 5 Pile Jacket Repairs	Michels Construction Inc.	TMT Berth 5 Pile Jacket Repairs	\$1,319,732	\$0	\$1,319,732	\$0	\$1,319,732		Michels Corp. has performed their pre-construction pile inspection prior to mobilization, which is anticipated late February or early March.
	MC-1611A	Pile Cap & Beam Rehab TMT	Underwater Mechanix, Inc	Facilities Wide Underwater Pile Cleaning	\$877,182	\$0	\$877,182	\$126,792	\$750,390	\$0	UMX was awarded the contract to clean piles at TMT Berth 6. NTP issued as of April, 17, 2023. UMX has continued cleaning piles at TMT Berth 6.
	AE-1780		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 5	\$143,950	\$68,083	\$212,033	\$159,058	\$52,975	\$0	JACOBS has completed their design.
						Last CO #02 05/24/23					
	AE-1780A		JACOBS Engineering Group	Engineering Inspection & Design Services Pile Jacket Repairs Berth 6	\$146,954	\$0	\$146,954	\$25,272	\$121,682	\$0	JACOBS was awarded the inspection/design contract for TMT Berth 6 piles repairs. JACOBS performed their first inspection. Jacobs is currently preparing inspection reports and starting repair design based on their first inspection.
2	AE-1588B	Rehabilitate Underdeck Concrete Phase 4	C&ES Construction & Engineering Services	Engineering & Inspection Services for Rehabilitate Underdeck Concrete Phase 4	\$52,440	\$0	\$52,440	\$30,531	\$21,909	\$0	C&ES continues inspection of underdeck concrete repairs (Phase 4 at TMT Berth 4 - 8).
	C-1588A		Southern Road & Bridge LLC	Rehabilitate Underdeck Concrete Phase 4	\$2,143,244	\$887,876	\$3,031,120	\$2,201,078	\$830,042	\$0	Southern Road & Bridge LLC was awarded the contract to make concrete spall repairs on the underside of the deck at TMT Berths 5-8. This is final phase of underdeck repairs for TMT. Southern Road & Bridge has continued underdeck and curb repairs works around vessel schedules.
						Last CO #03 05/25/23					
3	AE-1742	Bartram Island Cell C Expansion Design/Permitting	Taylor Engineering, Inc.	Bartram Island DMMA Cell C Concept Development Design & Permitting	\$854,134	\$891,339	\$1,745,473	\$1,588,679	\$156,794	\$0	Taylor Engineering is providing Services During Construction and making site visits to confirm compliance with contract documents.

Board of Directors Meeting - R2024-01-01 Engineering and Construction Update

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
						Last CO #06 02/14/22					
	C-1795		Brance Diversified Inc.	DMMA Cell C Restoration & Capacity	\$7,775,000	\$1,314,605 Last CO #02 9/18/2023	\$9,089,605	\$7,342,110	\$1,747,495	\$0	Brance Diversified was awarded the contract to expand Cell C at Bartram Island. The Notice to Proceed was issued on February 24, 2022. New storage building has been installed. Brance Diversified has continued dike walls construction. The Contractor has continued drain pipes installation.
4	AE-1772	Container Terminal Upgrades - SSA	AECOM Technical Services	Program Management & Inspection Svcs for C-1772 SSA Container Yard Improvements	\$3,215,597	\$250,070 Last CO #01 05/10/22	\$3,465,667	\$1,612,898	\$1,852,769	\$0	Program management services, including field inspection, are being performed to manage the contractors work and progress.
	C-1772A		Baker Construction, Inc.	SSA Jacksonville Container Terminal Phase 8	\$16,246,000	\$0	\$16,246,000	\$0	\$16,246,000	\$0	Pre-construction meeting was held in December. NTP anticipated to be issued on February 12, 2024.
	C-1772		Superior Construction Company Southeast, LLC	SSA JCT Container Yard Improvements	\$48,876,120	\$2,369,911 Last CO #11 12/13/23	\$51,246,031	\$35,837,366.60	\$15,408,664	\$0	NTP for Construction was issued on 1/10/22. Superior Construction continues making progress on Phase 5A. Substantial Completion issued for Phase 6B. NTP Issued for Phase 6A on 1/12/2024. Phase 8 has been awarded.
5	AE-1830	Auto Processing Facility Development - SET	JE Dunn Construction	Terminal Development for SET - CM at Risk	\$700,000	\$73,275,590 Last CO #06 11/21/23	\$73,975,590	\$15,153,078	\$58,822,512	\$0	JE Dunn was awarded the CM at risk contract to construct the SET facility. Deep foundations have been completed, and placing concrete for the accessory and operations building foundations has just begun. Slab-on-grade concrete will begin shortly in mid-January as foundations continue across the building's footprints. Work has also begun on surcharging various ancillary building foundations in preparation for future construction. Site work continues with the installation of the stormwater and potable water systems. GMP Packages 1-3 have been awarded and GMP Package 4 is being reviewed for board approval in the month of January. GMP #5 is actively being solicited for bidding. GMP #6 is being compiled and will likely be put out to bid next month, and scheduled to make the March board for approval, establishing the overall project GMP. This project is projected to be completed Summer of 2025.
6	AE-1794	Intersection Improvements at William Mills/Dave Rawls	RS&H, Inc.	Engineering Design Services for BIMT Intersection Improvements	\$152,664	\$0	\$152,664	\$149,293	\$3,371	\$0	RS&H is providing Services During Construction and making site visits to confirm compliance with contract documents.

Board of Directors Meeting - R2024-01-01 Engineering and Construction Update

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
	C-1794		Pars Construction Svcs, LLC	BIMT Intersection Improvements Wm Mills & Dave Rawls	\$2,116,110	\$88,379	\$2,204,489	\$1,249,800	\$954,689	\$0	PARS Construction awarded the construction contract. PARS Construction has continued construction works for Phase 2, Phase 3, and Phase 1. Project Completion estimated by March, 2024.
						Last CO #02 12/22/23					

### **Financial Highlights: December 2023**

The finance department's goal is to close the month by the 8<sup>th</sup> business day following month-end and provide statements along with this summary to the board promptly thereafter. This process involves ensuring that all known invoicing is completed, all monthly financial entries are performed, and all supporting information is received and documented from tenants and vendors. Over the past 12-18 months, the delayed receipt of information from tenants has caused delays in our ability to produce timely reports with increasing frequency. As a result, we have begun reaching out to relevant parties to elevate the issue and request they prioritize month-end processing such that we may provide financial information to the board in alignment with historical expectations. In the meantime, we may begin accruing for certain estimated items in months where tenants are significantly delayed in reporting and where we have reasonable confidence in our ability to estimate accurately.

#### **REVENUES**

December's Operating Revenue at \$5.518 million is ahead of plan by approximately \$201 thousand for the month. Through three months, we are approximately \$590 thousand ahead of budget. This is a strong start to the fiscal year and continues the overall trend of outperformance seen in fiscal 2023. Containers were slightly behind due to timing and smoothing of terminal rental payments and slight weakness in throughput for the month. Break Bulk and Dry Bulk were slightly behind budget while the Cruise and Auto segments were the strongest positive contributors for the month.

Investment income, at \$309 thousand, continues ahead of plan thanks to currently high short-term rates.

#### **EXPENSES**

Operating Expenses came in below budget, with savings of roughly \$623 thousand. While the savings were broad-based, our largest favorable contributor was Berth Maintenance Dredging. This was due to timing, as the contractor has not yet completed the dredge event they began in December, and they do not bill us until conclusion. With that in mind, January could see a larger expense as the event completes.

#### **BOTTOM LINE**

Considering the positive variances in both revenues and expenses, Income Before Depreciation at \$2.133 million, represents an \$1.029 million favorable variance for the month. This brings the current fiscal year to \$2.805 million favorable variance to plan.

#### **BALANCE SHEET**

We continue to report a stable balance sheet, growing from a net position of \$711 million in November to \$714 million in December. Cash and Cash Equivalents remained above \$20 million. Grants receivable have declined in recent months as we have increased efforts to draw down on eligible grant awards promptly. Over the past two months, the Capital Assets category has increased for two reasons: 1.) The port acquired assets at the Dames Point terminal and, 2.) We made our first progress payment on the two new Liebherr cranes that are under construction. These two items were funded with the line of credit as both are considered short to mid-term funding needs at this time.

**CONCERNS:** We are closely monitoring disruptions to global trade in the Red Sea and Panama Canal and will provide updates as they develop.

# VITAL STATISTICS

## DECEMBER FY2024 - Cargo Performance

### CARGO INDICATORS

	Current Month			VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	124	130	136	-5%	-9%	380	390	395	-3%	-4%
Total Tons	837,351	825,465	860,944	1%	-3%	2,446,389	2,476,396	2,692,354	-1%	-9%
Total Revenue	\$5,517,549	\$5,316,959	\$5,239,957	4%	5%	\$16,308,818	\$15,718,792	\$15,107,080	4%	8%

### OPERATING REVENUE / STATISTICS

	Current Month			VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,587,455	\$2,692,829	\$2,385,987	-4%	8%	\$7,509,678	\$7,883,976	\$6,962,548	-5%	8%
Container TEU's	108,514	113,643	106,745	-5%	2%	329,688	340,928	345,166	-3%	-4%
ICTF Rail Lifts	1,729	1,500	1,421	15%	22%	4,322	4,500	5,257	-4%	-18%
Auto Revenue	\$1,299,356	\$1,129,557	\$1,188,742	15%	9%	\$3,853,995	\$3,388,671	\$3,562,111	14%	8%
Auto Units	50,503	40,814	45,948	24%	10%	139,891	122,441	132,626	14%	5%
Military Revenue	\$87,691	\$58,333	\$44,459	50%	97%	\$368,643	\$174,999	\$131,556	111%	180%
Breakbulk Revenue	\$380,730	\$439,986	\$433,694	-13%	-12%	\$1,058,577	\$1,319,958	\$1,198,249	-20%	-12%
Breakbulk Tons	68,251	79,429	93,856	-14%	-27%	162,070	238,288	271,643	-32%	-40%
Liquid Bulk Revenue	\$125,546	\$103,062	\$136,195	22%	-8%	\$365,109	\$336,946	\$363,296	8%	0%
Liquid Bulk Tons	13,090	33,766	42,540	-61%	-69%	67,756	101,298	104,806	-33%	-35%
Dry Bulk Revenue	\$153,492	\$178,233	\$218,210	-14%	-30%	\$591,241	\$534,699	\$648,805	11%	-9%
Dry Bulk Tons	111,653	97,293	101,146	15%	10%	340,566	291,880	345,575	17%	-1%
Cruise Revenue	\$580,540	\$457,333	\$473,354	27%	23%	\$1,645,486	\$1,306,666	\$1,235,750	26%	33%
Cruise Passengers	18,851	15,400	18,323	22%	3%	52,936	44,000	48,661	20%	9%
Total Cargo Revenue	\$5,214,811	\$5,059,333	\$4,880,641	3%	7%	\$15,392,729	\$14,945,915	\$14,102,314	3%	9%
Other Revenue	\$302,738	\$257,626	\$359,316	18%	-16%	\$916,089	\$772,877	\$1,004,766	19%	-9%



**Jacksonville Port Authority**  
**Comparative Income Statement (Unaudited)**  
**For the 3 months ending 12/31/2023**

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
<b>OPERATING REVENUES</b>								
CONTAINERS	2,587,455	2,692,829	(105,374)	2,385,987	7,509,678	7,883,976	(374,298)	6,962,548
AUTOS	1,299,356	1,129,557	169,799	1,188,742	3,853,995	3,388,671	465,324	3,562,111
MILITARY	87,691	58,333	29,358	44,459	368,643	174,999	193,644	131,556
BREAK BULK	380,730	439,986	(59,256)	433,694	1,058,577	1,319,958	(261,381)	1,198,249
LIQUID BULK	125,546	103,062	22,484	136,195	365,109	336,946	28,163	363,296
DRY BULK	153,492	178,233	(24,741)	218,210	591,241	534,699	56,542	648,805
CRUISE	580,540	457,333	123,207	473,354	1,645,486	1,306,666	338,820	1,235,750
OTHER OPERATING REVENUE	302,738	257,626	45,112	359,316	916,089	772,877	143,212	1,004,766
<b>TOTAL OPERATING REVENUES</b>	<b>5,517,549</b>	<b>5,316,959</b>	<b>200,589</b>	<b>5,239,957</b>	<b>16,308,818</b>	<b>15,718,792</b>	<b>590,026</b>	<b>15,107,080</b>
<b>OPERATING EXPENSES</b>								
SALARIES & BENEFITS	1,956,847	1,910,543	46,304	1,726,834	5,765,606	5,891,755	(126,149)	5,141,849
SERVICES & SUPPLIES	437,083	570,519	(133,436)	478,436	1,428,950	1,711,557	(282,607)	1,452,572
SECURITY SERVICES	427,717	475,917	(48,200)	464,570	1,310,720	1,427,751	(117,031)	1,244,800
BUSINESS TRAVEL AND TRAINING	19,522	56,936	(37,414)	27,436	113,334	170,808	(57,474)	92,586
PROMO,ADV,DUES & MEMBERSHIPS	51,829	64,527	(12,698)	75,502	117,606	193,581	(75,975)	159,223
UTILITY SERVICES	55,907	69,227	(13,320)	66,360	172,459	207,681	(35,222)	192,883
REPAIRS & MAINTENANCE	143,488	212,731	(69,243)	138,485	557,412	638,193	(80,781)	589,525
CRANE MAINTENANCE PASS THRU	(97,420)	(82,500)	(14,920)	(83,225)	(253,272)	(247,500)	(5,772)	(217,224)
BERTH MAINTENANCE DREDGING	122,683	458,345	(335,662)	309,931	1,007,484	1,375,035	(367,551)	2,001,487
MISCELLANEOUS	9,902	14,718	(4,816)	11,080	36,243	44,154	(7,911)	35,062
<b>TOTAL OPERATING EXPENSES</b>	<b>3,127,559</b>	<b>3,750,963</b>	<b>(623,404)</b>	<b>3,215,410</b>	<b>10,256,541</b>	<b>11,413,015</b>	<b>(1,156,473)</b>	<b>10,692,764</b>
<b>OPERATING INC BEFORE DS AND DEPR</b>	<b>2,389,991</b>	<b>1,565,996</b>	<b>823,995</b>	<b>2,024,547</b>	<b>6,052,277</b>	<b>4,305,777</b>	<b>1,746,500</b>	<b>4,414,316</b>
<b>NON OPERATING INCOME</b>								
INVESTMENT INCOME	308,919	108,033	200,886	126,718	1,046,876	324,099	722,777	396,704
SHARED REVENUE FROM CITY	822,643	838,037	(15,394)	847,998	2,457,777	2,514,111	(56,334)	2,475,085
OPERATING GRANTS - SECURITY	-	6,120	(6,120)	-	-	18,360	(18,360)	-
<b>TOTAL NON OPERATING ITEMS</b>	<b>1,131,563</b>	<b>952,190</b>	<b>179,373</b>	<b>974,716</b>	<b>3,504,652</b>	<b>2,856,570</b>	<b>648,082</b>	<b>2,871,789</b>
<b>NON OPERATING EXPENSE</b>								
DEBT SERVICE	1,387,828	1,413,566	(25,738)	1,172,995	3,826,667	4,240,699	(414,032)	3,486,679
CRANE RELOCATION	-	-	-	-	-	-	-	185,000
OTHER NON OP EXPENSE	279	428	(149)	279	5,144	1,284	3,860	103
<b>TOTAL NON OPERATING EXPENSE</b>	<b>1,388,107</b>	<b>1,413,994</b>	<b>(25,887)</b>	<b>1,173,274</b>	<b>3,831,811</b>	<b>4,241,983</b>	<b>(410,172)</b>	<b>3,671,782</b>
<b>INCOME BEFORE DEPRECIATION</b>	<b>2,133,446</b>	<b>1,104,192</b>	<b>1,029,253</b>	<b>1,825,989</b>	<b>5,725,118</b>	<b>2,920,364</b>	<b>2,804,753</b>	<b>3,614,324</b>

**Jacksonville Port Authority**  
**Balance Sheet (in thousands)**  
**At December 31, 2023**

	<u>December 31, 2023</u>	<u>November 30, 2023</u>	<u>September 30, 2023</u>
<b>Current Assets</b>			
Cash & cash equivalents	20,474	21,010	21,608
Restricted cash & cash equivalents	1,416	202	8,762
Accounts receivable, net	8,493	7,698	7,694
Notes and other receivables	164	288	179
Grants receivable	5,926	7,777	9,104
Inventories and other assets	2,357	2,476	2,278
<b>Total Current Assets</b>	<b>38,830</b>	<b>39,451</b>	<b>49,625</b>
<b>Noncurrent Assets</b>			
Restricted cash & cash equivalents	16,793	16,756	16,586
Restricted Cash for Cap Projects	62,336	61,417	60,282
Deferred outflow of resources	9,621	9,651	9,712
Capital Assets, net	851,552	841,903	830,649
<b>Total Noncurrent Assets</b>	<b>940,302</b>	<b>929,727</b>	<b>917,229</b>
<b>Total Assets</b>	<b>979,132</b>	<b>969,178</b>	<b>966,854</b>
<b>Current liabilities</b>			
Accounts payable	3,430	2,183	2,729
Construction accounts payable	3,750	4,450	10,030
Accrued expenses	883	840	808
Accrued interest payable	956	478	2,563
Retainage payable	2,218	2,218	2,218
Bonds and Notes Payable	8,668	8,668	8,668
<b>Total Current Liabilities</b>	<b>19,905</b>	<b>18,837</b>	<b>27,016</b>
<b>Noncurrent liabilities</b>			
Unearned Revenue	14,592	14,592	14,592
Accrued Expenses	2,443	2,425	2,387
Line of credit	14,860	8,840	2,920
Bonds and notes payable	189,066	189,081	197,210
Other Obligations	6,122	6,122	6,122
Net Pension Liability	16,545	16,545	16,545
Deferred inflows - Pension	1,357	1,357	1,357
<b>Total Non Current Liabilities</b>	<b>244,985</b>	<b>238,962</b>	<b>241,133</b>
<b>Total Liabilities</b>	<b>264,890</b>	<b>257,799</b>	<b>268,149</b>
<b>Net Position</b>	<b>714,242</b>	<b>711,379</b>	<b>698,705</b>

## **Financial Highlights: November 2023**

### **REVENUES**

November's Operating Revenue at \$5.229 million is slightly ahead of plan by approximately \$31 thousand for the month. Through two months we are approximately \$389 thousand ahead of budget. This is a strong start to the fiscal year and continues the overall trend of outperformance seen in fiscal 2023. Containers fell short due to dry-dock preparations for Crowley's vessels, which temporarily reduces container counts as the carrier shifts traffic to smaller barges. Break Bulk was slightly behind while all other segments were ahead. The Cruise and Military segments were the strongest positive contributors for the month, continuing to build upon recent month trends.

Military revenues continue to exceed budget due primarily to "speed of war" readiness exercises and heightened global conflict, both of which create the need for military cargo operations.

Investment income, at \$365 thousand, continues ahead of plan as a result of high short-term interest rates. This may prove temporary as the market is expecting fed rate cuts in 2024, but for now is a meaningful positive contributor to income.

### **EXPENSES**

Operating Expenses came in below expectations, with savings of roughly \$544 thousand. While the savings to budget were broad-based, our largest favorable contributor was Berth Maintenance Dredging. This was due to timing as last month was heavier than expected and some of the planned dredge for November will be performed in December.

### **BOTTOM LINE**

Considering the positive variances in both revenues and expenses, Income Before Depreciation at \$1.902 million, represents an \$997 thousand favorable variance for the month. This brings the current fiscal year to \$1.776 million favorable variance to plan for revenues and expenses combined.

### **BALANCE SHEET**

We continue to report a stable balance sheet. Cash and Cash Equivalents remained above \$21 million. Total current assets declined as planned to make our scheduled November 1<sup>st</sup> debt service payments. There was a corresponding reduction in debt outstanding. The Restricted Cash accounts for capital projects showed an increase as tenants deposited funds for capital projects. This figure will ebb and flow as two large tenant construction projects (SSA and Southeast Toyota) continue to progress. The port will also add the city's fire station construction account in coming months which the city will fund at the outset for the local match share and to meet project liquidity needs. Capital Assets increased as the port acquired assets at the Dames Point terminal, which was funded by increasing the line of credit. The net result of balance sheet activity is an increase in the port's net position from \$707 million in October, to \$711 million in November.

**CONCERNS:** The combination of low water levels in the Panama Canal and war-related terrorist attacks in the Red Sea near the Suez Canal has caused some ship service disruption for nationwide shipping operations, including JAXPORT. The situation is fluid and we will provide a more thorough update at our next Board meeting.

# VITAL STATISTICS

## NOVEMBER FY24 - Cargo Performance

### CARGO INDICATORS

	Current Month			VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Vessel Calls	127	130	124	-2%	2%	256	260	259	-2%	-1%
Total Tons	714,974	825,465	819,369	-13%	-13%	1,609,039	1,650,931	1,831,410	-3%	-12%
Total Revenue	\$ 5,229,493	\$5,198,172	\$4,813,469	1%	9%	\$10,791,269	\$10,401,833	\$9,867,123	4%	9%

### OPERATING REVENUE / STATISTICS

	Current Month			VARIANCE		YEAR-TO- DATE			VARIANCE	
	Actual	Budget	Prior	Budget	Prior	Actual	Budget	Prior	Budget	Prior
Container Revenue	\$2,426,683	\$2,639,375	\$2,285,324	-8%	6%	\$4,922,223	\$5,191,147	\$4,576,561	-5%	8%
Container TEU's	107,657	113,643	117,139	-5%	-8%	221,174	227,286	238,421	-3%	-7%
Auto Revenue	\$1,188,429	\$1,129,557	\$1,115,964	5%	6%	\$2,554,638	\$2,259,114	\$2,373,369	13%	8%
Auto Units	42,154	40,814	34,331	3%	23%	89,388	81,627	86,678	10%	3%
Military Revenue	\$153,631	\$58,333	\$33,624	163%	357%	\$280,951	\$116,666	\$87,097	141%	223%
Breakbulk Revenue	\$311,518	\$439,986	\$447,555	-29%	-30%	\$677,848	\$879,972	\$764,555	-23%	-11%
Breakbulk Tons	44,478	79,429	79,594	-44%	-44%	93,819	158,859	177,787	-41%	-47%
Liquid Bulk Revenue	\$133,307	\$103,062	\$110,159	29%	21%	\$239,564	\$233,884	\$227,101	2%	5%
Liquid Bulk Tons	30,557	33,766	29,517	-10%	4%	54,666	67,532	62,266	-19%	-12%
Dry Bulk Revenue	\$230,792	\$178,233	\$212,446	29%	9%	\$437,748	\$356,466	\$430,594	23%	2%
Dry Bulk Tons	47,689	97,293	86,147	-51%	-45%	228,913	194,587	244,429	18%	-6%
Cruise Revenue	\$504,428	\$392,000	\$345,462	29%	46%	\$1,064,946	\$849,333	\$762,396	25%	40%
Cruise Passengers	16,237	13,200	14,026	23%	16%	34,085	28,600	30,338	19%	12%
Total Cargo Revenue	\$4,948,787	\$4,940,546	\$4,550,534	0%	9%	\$10,177,918	\$9,886,582	\$9,221,673	3%	10%
Other Revenue	\$280,706	\$257,626	\$262,935	9%	7%	\$613,351	\$515,251	\$645,450	19%	-5%

**Jacksonville Port Authority**  
**Comparative Income Statement (Unaudited)**  
**For the 2 months ending 11/30/2023**

	Current Month Actual	Current Month Budget	Budget Variance	Prior Year Month Actual	Current YTD Actual	Current YTD Budget	Budget Variance	Prior Year YTD Actual
<b>OPERATING REVENUES</b>								
CONTAINERS	2,426,683	2,639,375	(212,692)	2,285,324	4,922,223	5,191,147	(268,924)	4,576,561
AUTOS	1,188,429	1,129,557	58,872	1,115,964	2,554,638	2,259,114	295,524	2,373,369
MILITARY	153,631	58,333	95,298	33,624	280,951	116,666	164,285	87,097
BREAK BULK	311,518	439,986	(128,468)	447,555	677,848	879,972	(202,124)	764,555
LIQUID BULK	133,307	103,062	30,245	110,159	239,564	233,884	5,680	227,101
DRY BULK	230,792	178,233	52,559	212,446	437,748	356,466	81,282	430,594
CRUISE	504,428	392,000	112,428	345,462	1,064,946	849,333	215,613	762,396
OTHER OPERATING REVENUE	280,706	257,626	23,080	262,935	613,351	515,251	98,100	645,450
<b>TOTAL OPERATING REVENUES</b>	<b>5,229,493</b>	<b>5,198,172</b>	<b>31,321</b>	<b>4,813,469</b>	<b>10,791,269</b>	<b>10,401,833</b>	<b>389,436</b>	<b>9,867,123</b>
<b>OPERATING EXPENSES</b>								
SALARIES & BENEFITS	1,917,461	1,990,606	(73,145)	1,744,433	3,808,759	3,981,212	(172,453)	3,415,015
SERVICES & SUPPLIES	494,077	570,519	(76,442)	461,256	991,867	1,141,038	(149,171)	974,135
SECURITY SERVICES	474,888	475,917	(1,029)	432,259	883,002	951,834	(68,832)	780,229
BUSINESS TRAVEL AND TRAINING	34,460	56,936	(22,476)	30,479	93,812	113,872	(20,060)	65,151
PROMO,ADV,DUES & MEMBERSHIPS	23,269	64,527	(41,258)	30,193	65,777	129,054	(63,277)	83,721
UTILITY SERVICES	58,063	69,227	(11,164)	57,811	116,551	138,454	(21,903)	126,524
REPAIRS & MAINTENANCE	114,099	212,731	(98,632)	254,239	413,924	425,462	(11,538)	451,041
CRANE MAINTENANCE PASS THRU	(74,267)	(82,500)	8,233	(74,251)	(155,853)	(165,000)	9,147	(133,999)
BERTH MAINTENANCE DREDGING	232,236	458,345	(226,109)	590,600	884,801	916,690	(31,889)	1,691,557
MISCELLANEOUS	12,678	14,718	(2,040)	22,126	26,341	29,436	(3,095)	23,981
<b>TOTAL OPERATING EXPENSES</b>	<b>3,286,963</b>	<b>3,831,026</b>	<b>(544,063)</b>	<b>3,549,145</b>	<b>7,128,982</b>	<b>7,662,052</b>	<b>(533,070)</b>	<b>7,477,354</b>
<b>OPERATING INC BEFORE DS AND DEPR</b>	<b>1,942,530</b>	<b>1,367,146</b>	<b>575,384</b>	<b>1,264,323</b>	<b>3,662,287</b>	<b>2,739,781</b>	<b>922,506</b>	<b>2,389,768</b>
<b>NON OPERATING INCOME</b>								
INVESTMENT INCOME	365,230	108,033	257,197	172,663	737,956	216,066	521,890	269,986
SHARED REVENUE FROM CITY	814,443	838,037	(23,594)	832,040	1,635,133	1,676,074	(40,941)	1,627,087
OPERATING GRANTS - SECURITY	-	6,120	(6,120)	-	-	12,240	(12,240)	-
<b>TOTAL NON OPERATING ITEMS</b>	<b>1,179,673</b>	<b>952,190</b>	<b>227,483</b>	<b>1,004,703</b>	<b>2,373,090</b>	<b>1,904,380</b>	<b>468,710</b>	<b>1,897,074</b>
<b>NON OPERATING EXPENSE</b>								
DEBT SERVICE	1,219,638	1,413,566	(193,928)	1,147,026	2,438,839	2,827,133	(388,294)	2,313,684
CRANE RELOCATION	-	-	-	128,000	-	-	-	185,000
OTHER NON OP EXPENSE	139	428	(289)	279	4,691	856	3,835	(176)
<b>TOTAL NON OPERATING EXPENSE</b>	<b>1,219,777</b>	<b>1,413,994</b>	<b>(194,217)</b>	<b>1,275,305</b>	<b>2,443,530</b>	<b>2,827,989</b>	<b>(384,459)</b>	<b>2,498,508</b>
<b>INCOME BEFORE DEPRECIATION</b>	<b>1,902,425</b>	<b>905,342</b>	<b>997,084</b>	<b>993,722</b>	<b>3,591,846</b>	<b>1,816,172</b>	<b>1,775,674</b>	<b>1,788,334</b>

**Jacksonville Port Authority**  
**Balance Sheet (in thousands)**  
**At November 30, 2023**

	<u>November 30, 2023</u>	<u>October 31, 2023</u>	<u>September 30, 2023</u>
<b>Current Assets</b>			
Cash & cash equivalents	21,010	22,710	21,608
Restricted cash & cash equivalents	202	10,014	8,762
Accounts receivable, net	7,698	7,764	7,694
Notes and other receivables	288	214	179
Grants receivable	7,777	7,497	9,104
Inventories and other assets	2,476	2,565	2,278
<b>Total Current Assets</b>	<b>39,451</b>	<b>50,764</b>	<b>49,625</b>
<b>Noncurrent Assets</b>			
Restricted cash & cash equivalents	16,756	16,555	16,586
Restricted Cash for Cap Projects	61,417	58,740	60,282
Deferred outflow of resources	9,651	9,681	9,712
Capital Assets, net	841,903	832,806	830,649
<b>Total Noncurrent Assets</b>	<b>929,727</b>	<b>917,782</b>	<b>917,229</b>
<b>Total Assets</b>	<b>969,178</b>	<b>968,546</b>	<b>966,854</b>
<b>Current liabilities</b>			
Accounts payable	2,183	1,465	2,729
Construction accounts payable	4,450	4,100	10,030
Accrued expenses	840	762	808
Accrued interest payable	478	2,952	2,563
Retainage payable	2,218	2,218	2,218
Bonds and Notes Payable	8,668	8,668	8,668
<b>Total Current Liabilities</b>	<b>18,837</b>	<b>20,165</b>	<b>27,016</b>
<b>Noncurrent liabilities</b>			
Unearned Revenue	14,592	14,592	14,592
Accrued Expenses	2,425	2,748	2,387
Line of credit	8,840	2,920	2,920
Bonds and notes payable	189,081	197,178	197,210
Other Obligations	6,122	6,122	6,122
Net Pension Liability	16,545	16,545	16,545
Deferred inflows - Pension	1,357	1,357	1,357
<b>Total Non Current Liabilities</b>	<b>238,962</b>	<b>241,462</b>	<b>241,133</b>
<b>Total Liabilities</b>	<b>257,799</b>	<b>261,627</b>	<b>268,149</b>
<b>Net Position</b>	<b>711,379</b>	<b>706,919</b>	<b>698,705</b>

# COMMERCIAL HIGHLIGHTS

**JAXPORT BOARD MEETING**  
**January 2024**



# CANAL CONCERNS....





# COMMERCIAL HIGHLIGHTS

- - **Container Cargo**
- - **Vehicle Cargo**
- - **Breakbulk Cargo**





# NEW BUSINESS EXAMPLES

NEW BUSINESS	CARGO TYPE	COMMODITY	PROJECTED NEW BUSINESS
<b>PINE TRIM</b>	Containers	Moulding	2,400 TEUs/year
<b>PROJECT ALPHA</b>	Containers	Auto Tires	1,200 TEUs/year
<b>PROJECT ROMAN</b>	Containers	Furniture	300+ TEUs/year
<b>CHARTER VESSELS (2)</b>	Containers	Vehicles/Misc.	1,900+ TEUs

# COMMERCIAL HIGHLIGHTS

**JAXPORT BOARD MEETING**  
**January 2024**



# **Public Safety Report**

*January 2024*

## **I. JAXPORT Employee Safety**

### **a. Reportable Incidents**

In 2023, JAXPORT had 8 reportable incidents per the OSHA Form 300. Four incidents occurred between November 30 and December 22. Only one of those four incidents led to work restrictions due to injury. An injury to an employee's lower back resulted in 12 days of work restrictions, but none of them resulted in days away from work.

JAXPORT management and safety team have conducted investigations into two of the incidents and already implemented training to prevent and minimize the reoccurrence of similar incidents.

Calendar Year 2023 had the same number of reportable incidents as Calendar Year 2022. Calendar Year 2023 saw 88 days with restricted work, but zero days of missed work, compared to Calendar Year 2022 which saw 36 days of missed work.

### **b. Training**

The December Safety Training was Fatigue and Work. Employees were provided information on the impacts of being fatigued at work, including physical and mental fatigue. The January Safety Training will focus on Incident Reporting and ensuring that our employees know who to contact in the event of an incident and the process of investigating the cause(s) of incidents.

## **II. JAXPORT Terminal Safety**

### **a. Year-To-Date**

For Calendar Year 2023, there were 49 security violations. This equates to 163 points. The majority of violations are related to speeding. 6 of the violations have been dismissed, but a majority of the violations resulted in a minimum of 3 days suspension of terminal access.

<b><u>Type</u></b>	<b><u>Number</u></b>
Level 1	30
Level 2	7
Level 3	7
Level 4	5

### **b. December 2023 Statistics**

There was only 1 violation currently reported for December 2023. The violation was related to a non-JAXPORT employee failing to maintain proper TWIC escort—a Level 1 offense which resulted in a 3 days suspension of terminal privileges.



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

**AWARDS COMMITTEE ZOOM MEETING MINUTES**  
**January 17, 2024**

**Awards Committee Attending**

Ms. Chelsea Kavanagh – Vice Chair	Mr. Bradley Burch
Ms. Beth McCague	Ms. Retta Rogers
Mr. Patrick “Joey” Greive	Ms. Sandra Platt, Recording Secretary

**Other Attendees**

James Bennett	Brandon Blanton
James “Tripper” Jones	Mike McClung
Justin Ryan	Jose Vazquez
Brandon Blanton	Michael Johnson
Christopher Good	Alec Arand – JE DUNN
Jerrie Gunder	Jeff Gazaway – JE DUNN

*Chelsea Kavanagh called the meeting to order at 9:01 AM*

**Item No. 1**

**AC2024-01-01**

**Terminal Development for SET – CM at Risk, GMP4 and GMP4B Packages**

JPA Project No.: B2022.11

JPA Contract No.: AE-1830 CO#9

JE Dunn Construction Company

**\$23,328,350**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

**Item No. 2**

**AC2024-01-02**

**HVAC Upgrade at ACC - BIMT**

JPA Project No.: B2023.09

JPA Contract No.: MC-1904A

Carrier Corporation

**\$84,848.50**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

**Item No. 3**

**AC2024-01-03**

**Purchase of OEM Rubber Leg Fender Hardware and Anchors for BIMT**

JPA Project No.: D2024.02

JPA Contract No.: MC-1946 (Single Source)

Trelleborg

**\$82,825.00**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

**Item No. 4**

**AC2024-01-04**

**Purchase of OEM Spreader Flipper Assemblies for TMT**

JPA Project No.: 003.2044.CIPPARTS

JPA Contract No.: EQ-1936A (Single Source)

Kalmar USA, Inc., Bromma Americas

**\$56,762.88**

A motion was made and seconded. The Awards Committee voted unanimously to award this contract.

*The meeting was adjourned at 9:21 AM.*

*(Item 1 Requires Board Approval)*



PROCEDURES AND GUIDELINES

STATEMENT OF EMERGENCY  
REQUEST FOR EMERGENCY PROCUREMENT

Date: 10/25/23 Date / Time Emergency Occurred: 10/25/2023 Cost Center: 178

General description of item/services required: Hoist Cable 1-1/4 6X36 1WRC 1,710'

Suggested Sources: Southeast Rigging

What is maximum time available to obtain item/services? The end of the day delivery.

Justification for Emergency Purchase: Crane 10487 had damaged hoist cables and could not operate in an unsafe condition. There was no 1-1/4 6x36 wire rope on hand. In order to have the ready for the next operation the cable was ordered, delivered and installed. W/O#69

Vendors contacted for quotes: Certex, Consolidated and Southeast Rigging

What action can be taken to prevent this emergency in the future? Make sure cable is in stock.

Requested by: Edwin G. Simmons Department Manager Approval: \_\_\_\_\_

Next Level Director: James Bennett

Purchase Order Number: 26615 Amount: \$30,113.10

Vendor Number: 13611 Vendor Name: SOUTHEAST RIGGING INC.

Corrective action taken to prevent future emergencies: Try to make sure cable is in stock and operator

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Procurement Services

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Executive Officer

ALL EMERGENCY PURCHASES WILL BE APPROVED IN ACCORDANCE WITH FORMAL -INFORMAL BID THRESHOLDS ESTABLISHED ON SECTION 3-106 (13) OF SOP 1215

Board of Directors Meeting - Miscellaneous

**Signature:** *brandon blanton*  
brandon blanton (Dec 18, 2023 12:27 EST)  
**Email:** brandon.blanton@jaxport.com

**Signature:** *James G. Bennett, PE*  
James G. Bennett, PE (Dec 18, 2023 13:10 EST)  
**Email:** James.Bennett@jaxport.com

**Signature:** *Retta Rogers*  
Retta Rogers (Dec 18, 2023 13:12 EST)  
**Email:** retta.rogers@jaxport.com

**Signature:** *Eric B. Green*  
Eric B. Green (Dec 18, 2023 14:09 EST)  
**Email:** eric.green@jaxport.com



# Purchase Order

PO#: 26615

P.O. Box 3005  
 Jacksonville, Florida 32206  
 (904) 357-3058

**Emergency hoist cable replacement crane 10487**

**Status:** CLOSE  
**Buyer:** Edwin Simmons  
**Date Ordered:** 10/25/23  
**PO Type:** STD  
**Revision #:** 0

**Mail Invoice To:**  
**Finance Department**  
 Jacksonville Port Authority  
 PO Box 3005  
 Jacksonville, FL 32206  
 accounts.payable@jaxport.com  
**Payment Terms:** NET 30

**Vendor:**  
**Vendor ID:** 13611  
 SOUTHEAST RIGGING INC.  
 429 Talleyrand Avenue  
 Jacksonville, FL 32202  
**Attention:** Robyne Carver  
**Phone:** (904) 355-3423 x 0000  
**Fax:** (904) 354-6952 x 0000

**Ship To:**  
**Jacksonville Port Authority**  
 BMT  
 5945 William Mills Street  
 Jacksonville, FL 32226  
**Attention:** Edwin Simmons

**PO Memo:** Emergency Purchase per JB

Line	Qty	Part Number	Item	Description	GL Account	Unit Cost	Line Cost
1	1			1-1/4 6X36IWRC IMP (1) CUT OF 1,710' LEAD TIME: E.O.D TODAY	178-5840	10,037.70	10,037.70
2	2			1-1/4 6X36IWRC IMP (2) CUTS OF 1,710' LEAD TIME: 1 DAY ARO	178-5840	10,037.70	20,075.40
<b>Total PO Cost:</b>							<b>30,113.10</b>

**CLOSE**

**Authorized By:** Eric Green

**Date:** 10/25/2023

**IMPORTANT: ONLY ORIGINAL ITEMIZED INVOICES BEARING OUR PURCHASE ORDER NUMBER WILL BE APPROVED FOR PAYMENT.**





# Purchase Order

PO#: 26615

P.O. Box 3005  
 Jacksonville, Florida 32206  
 (904) 357-3058

Term (ID)	Description
JAXPORT	TERMS AND CONDITIONS

**ASSIGNMENT:** This order shall not be assigned, or performance hereunder delegated, without written consent of Buyer.

**ACCEPTANCE:** This Purchase Order constitutes Buyer's offer to Seller and commencement of performance pursuant to this order shall constitute acceptance by Seller. Conditions stated by Seller in acknowledging receipt of this order shall not affect Buyer's offer as represented by this order, and shall not be binding on Purchase if in conflict with, or in addition to, any of the provisions of this order (including but not limited to delivery schedule, price, quantity, specifications, and terms and conditions) unless expressly agreed to in writing by Buyer.

**FUNDING:** Terms of contract is contingent upon availability of funds.

**IDENTIFICATION:** Seller will insure that packing slips are included in all shipments and that Buyer's purchase order number appears on all packages, slips, invoices and correspondence.

**INDEMNIFICATION:** In consideration of the Jacksonville Port Authority's purchase of the goods and/or services as noted on the front of this Purchase Order the Vendor shall hold harmless, indemnify, and defend the Jacksonville Port Authority against any claim, action, loss, damage, injury, liability and expense of whatsoever kind or nature arising out of or injury to persons, including death, or damage to property, arising out of or incidental to the negligent acts or omissions of the Vendor in performance of this contract or work performed thereunder.

**INSPECTION:** Notwithstanding any prior inspections or payments, all goods are subject to Buyer's final inspection and acceptance at the destination which shall be conclusive except as to latent defects, fraud, mistakes, and Seller's warrant obligations. Buyer may reject and return defective or nonconforming goods at Seller's expense for credit, refund and/or replacement, at Buyer's option. Seller shall pay Buyer's cost of inspecting, handling, removing and/or revoking nonconforming goods.

**LAWS AND REGULATION:** Seller shall observe and comply with all applicable federal, state and local laws and regulations in performance of this contract. This contract shall be construed and interpreted in accordance with the laws of the State of Florida and all questions of performance hereunder shall be determined in accordance with such laws.

**MODIFICATION:** This Purchase Order contract constitutes the entire agreement between Buyer and Seller, and no modification hereof shall be effective unless agreed to in writing by authorized representatives of Buyer and Seller. Wherever the word "contract" is used, it shall mean this contract, together with any and all modifications.

**PAYMENT:** Payment will only be made to the vendor specified on this Purchase Order. Invoices must be issued by the same vendor specified on this Purchase Order.

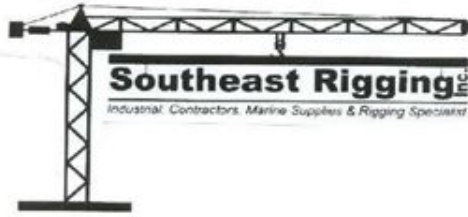
**PURCHASE ORDER:** The Jacksonville Port Authority assumes no responsibility for goods delivered without the authority of a properly executed Purchase Order.

**SHIPMENT:** Collect shipments will not be accepted.

**SUBSTITUTION:** Substitution by Seller of materials/services or goods other than those specified in this order will not be permitted except by prior written authority of Buyer.

**TIME AND PRICE:** Unless an express statement to the contrary appears on the face of this Purchase Order, time is of the essence, and the price stated thereon is a fixed price which shall not be subject to increase in consequence of any increase in Seller's cost or prices which may occur between the date of this Purchase Order and delivery of the material/services thereby, or for any other reason.

**WARRANTY:** In addition to its standard warranty, Seller warrants that all goods supplied hereunder shall be free and clear of all liens and encumbrances, good and merchantable title thereto being in the Seller. Seller also warrants that good and merchantable title to all goods supplied hereunder shall, upon receipt by Seller of payment for such goods from Buyer, be vested in Buyer. Goods shall be free from any defects in design, material or workmanship and of good and merchantable quality. Goods shall conform to Buyer's specifications or the sample approved by Buyer, as the case may be, or be fit for the known purposes for which purchased hereunder; and, comply and have been produced, processed, delivered and sold in conformity with all applicable federal, state or other laws, administrative regulations and orders. The foregoing warranties shall survive inspection, delivery and payment.



**JACKSONVILLE**

# QUOTATION

Quote Number: 94294  
 Quote Date: Oct 25, 2023  
 Page: 1

Voice: 904/355-3423  
 Fax: 904/354-6952

<b>Quoted To:</b>
JACKSONVILLE PORT AUTHORITY 2064 E 11TH ST JACKSONVILLE, FL 32206

<b>Ship To:</b>
JACKSONVILLE PORT PO BOX 3005 JACKSONVILLE, FL 32206

[www.southeastrig.com](http://www.southeastrig.com)

<b>Ship via</b>	<b>Good Thru</b>	<b>Payment Terms</b>	<b>Sales Rep</b>
OUR TRUCK	11/24/23	Net 30 Days	160

Quantity	Item	Description	Unit Price	Amount
1.00	7307086	MG 1-1/4 6X36IWRC IMP (1) CUT OF 1,710' LEAD TIME: E.O.D TODAY	10,037.70	10,037.70
2.00	7307086	1-1/4 6X36IWRC imp (2) CUTS OF 1,710' LEAD TIME: 1 DAY ARO	10,037.70	20,075.40

Subtotal	30,113.10
Sales Tax	
Freight	
<b>TOTAL</b>	<b>30,113.10</b>

SOUTHEAST RIGGING, INC. -  
 JACKSONVILLE  
 429 Talleyrand Avenue  
 Jacksonville, FL 32202

**SOUTHEAST RIGGING, INC. - JACKSONVILLE**

429 Talleyrand Avenue  
 Jacksonville, FL 32202

**INVOICE**

Invoice Number: 205344  
 Invoice Date: Oct 31, 2023  
 Page: 1

Voice: 904/355-3423  
 Fax: 904/354-6952

Bill To:
JACKSONVILLE PORT PO BOX 3005 JACKSONVILLE, FL 32206

Ship to:
JACKSONVILLE PORT AUTHORITY 2064 E 11TH ST JACKSONVILLE, FL 32206

Customer ID	Customer PO	Payment Terms	
JACPOR	26615	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
160	OUR TRUCK		11/30/23

Quantity	Item	Description	Unit Price	Amount
1,710.00	7307086	MG 1-1/4 6X36IWRC IMP (1) CUT OF 1,710' LEAD TIME: E.O.D TODAY	5.87	10,037.70
3,420.00	7307086	1-1/4 6X36IWRC imp (2) CUTS OF 1,710' LEAD TIME: 1 DAY ARO	5.87	20,075.40

2023 RESALE TAX CERTS AR  
 DUE BY 01/01/023

Subtotal	30,113.10
Sales Tax	
Freight	
Total Invoice Amount	30,113.10
Payment/Credit Applied	
<b>TOTAL</b>	<b>30,113.10</b>

Check/Credit Memo No:

Effective **July 1, 2022**, a 4% Convenience Fee will be assessed for all payments made by Credit Card