

**CITY OF JACKSONVILLE
MOBILITY FEE AND CREDIT
CONTRACT**

(Eisenhower/Braddock)

Chapter 655, Part 5, *Ordinance Code*

THIS MOBILITY FEE AND CREDIT CONTRACT (the “Contract”) is filed with the City of Jacksonville and is entered into on this _____ day of _____, 2023, between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida in Duval County (“City”) and **EISENHOWER PROPERTY GROUP, LLC**, a Florida limited liability company (“Developer”) herein collectively referred to as “the Parties.”

BACKGROUND FACTS and EXHIBITS

- A.** Developer has proposed to commence a development as more specifically described herein and located on real property described in **Exhibit “A”** attached hereto (the “Property”).
- B.** The Property is subject to Site-Specific Policy 4.3.18 of the Future Land Use Element of the City’s Comprehensive Plan (the “Policy”).
- C.** Pursuant to the Policy, Developer may develop a maximum allowed residential density of 2,350 dwelling units and a maximum allowed non-residential intensity of 700,000 square feet on the Property (the “Proposed Development”).
- D.** The Mobility fee applicable to the Proposed Development through the term of this Contract is \$10,003,367.00, as set forth in Mobility Fee Calculation Certificate number 118541.0, attached hereto as **Exhibit “B,”** obtained by the Developer (the “Mobility Fee”). The Mobility Fee is subject to annual inflation adjustments beginning one year after the Effective Date of this Contract based on the then most recent edition of Transportation Costs published by the Florida Department of Transportation (“FDOT”), Office of Policy Planning, and updated periodically.
- E.** In connection with the approval of the companion PUD rezoning Ordinance 2023-658-E for the Proposed Development (attached hereto as **Exhibit “C”**), Developer has agreed to the transportation conditions set forth in **Exhibit “F”** attached hereto. The Mobility Fee creditable improvements for the Developer (the “Improvements”) consist of: (i) the conveyance to the City, in an instrument satisfactory to the City, at no cost to the City, of that portion of the Property needed for a future 4-lane extension (with landscaped median, safety shoulders, multi-use path, sidewalk and appropriate drainage and stormwater management facilities) of Braddock Road from its current intersection with Lem Turner Road to the eastern boundary of the Property, as generally shown on the PUD Site Plan (attached hereto as **Exhibit “G”**) (the “Braddock Road East”); (ii) the planning, design, surveying, construction inspection, permitting, and construction of 2 lanes with appropriate drainage, safety shoulder and multi-use path and all sidewalk connections or crossings necessary to access the multi-use path of Braddock Road East, to City standards as determined by the City Traffic Engineer; (iii) the planning, design, surveying, construction inspection, permitting, and construction of those improvements to the intersection of Lem Turner Road and Braddock Road identified by the Intersection Control Evaluation Analysis required in **Exhibit “C”** and as submitted to and approved by FDOT (the “ICE Analysis”), and

(iv) the conveyance to the City, in an instrument satisfactory to the City, at no cost to the City, of any portion of the Property fronting Braddock Road west of Lem Turner Road that is necessary for the construction of those improvements to the intersection of Lem Turner Road and Braddock Road identified by the ICE Analysis. The conveyance to FDOT of any portion of the Property fronting Lem Turner Road is not creditable.

- F. Braddock Road East from Lem Turner Road to Gold Star Family Parkway is a Mobility System Project as shown in the Jacksonville Comprehensive Plan Capital Improvement Element, pursuant to Ordinance 2023-656-E. As a Mobility System Project (“MSP”), pursuant to Section 655.507, *Ordinance Code*, no action is required by the City Council for approval of the land acquisition for this project. A traffic study of the Proposed Development is attached hereto as **Exhibit “D.”**
- G. Pursuant to Section 655.507, *Ordinance Code*, the Developer is eligible for credit against the Mobility Fee in an amount equal to the value of the Property conveyed for the Improvements, and the cost of the planning, design, surveying, construction inspection, permitting and construction of the Improvements (the “Improvement Costs”).
- H. The Developer is entitled to credit against the Mobility Fee in the amount of the value of the Improvement Costs (the “Mobility Fee Credit”). The amount of the value of the Mobility Fee Credit shall be determined by i) the average of two MAI appraisals by MAI appraisers chosen by agreement of the Parties, as to those portions of the Property conveyed for the Improvements, ii) the then current FDOT Construction Cost Indicator Report, as to the cost of the planning, design, surveying, construction inspection, permitting and construction of the Improvements, and iii) actual receipts, as to any Improvement Cost that cannot be valued by either an MAI appraisal or the then current FDOT Construction Cost Indicator Report, for review and approval by the Public Works Department. Valuation shall occur at the time of conveyance of Property, and at the time any Improvement is built and accepted, or platted and secured by a surety bond or irrevocable letter of credit or combination thereof for completion of construction.
- I. A sample Memorandum of Mobility Fee and Credit Contract that will be recorded is attached hereto as **Exhibit “E”**.
- J. The Mobility Fee collected by the City from the Developer and its successors and assigns will be placed by the City in an exclusive account (the “Braddock/Lem Turner Capacity Improvements Fund”) to be utilized by the Developer, City, and/or FDOT to fund the following improvements for a period of twenty (20) years, after which any remaining funds shall be returned to the appropriate Mobility Zone Fund. The funds within the Braddock/Lem Turner Capacity Improvements Fund shall be utilized only for: (i) the planning, design, surveying, construction inspection, permitting, and construction of the Braddock Road East; and (ii) the planning, design, surveying, construction inspection, permitting, and construction of those improvements to the intersection of Lem Turner Road and Braddock Road identified by the ICE Analysis.
- K. The PUD Site Plan is attached as **Exhibit “G.”**

NOW THEREFORE, based upon the foregoing recitals and in consideration of the commitments herein and the performance thereof, the City and Developer agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS.** The foregoing recitals are true and correct and, by reference, are incorporated into this Contract. The applicable Exhibits of this Contract, as listed above, are attached hereto, and incorporated herein

by reference.

2. **PURPOSE.** The City and Developer desire to enter into this Contract in order to memorialize the intent to provide a Mobility Fee Credit awarded pursuant to Sec. 655.507, *Ordinance Code*.
3. **DEFINITIONS.** The terms used in this Contract which are defined in Chapter 655, *Ordinance Code*, shall have the same meaning as provided therein. The terms used in this Contract which are not defined in Chapter 655, *Ordinance Code*, are defined as follows:
 - (a) *Designated Transferee* shall mean the recipient of all or a portion of the Developer's Mobility Fee Credit pursuant to Section 655.507, *Ordinance Code*, that will be applied to a development project.
 - (b) *Department* shall mean the Planning & Development Department.
 - (c) *Director* shall mean the Director of the Planning & Development Department.
4. **TERM.** The term of this Contract is twenty (20) years; provided, however, the Mobility Fee Credit received by the Developer pursuant to this Contract is perpetual and shall not expire.
5. **MOBILITY FEE CREDIT.** Following the execution of this Contract, the Mobility Fee Credit will accrue pursuant to Section 655.507, *Ordinance Code*, as follows: (a) upon the Developer's conveyance, in an instrument acceptable to the City, and at no cost to the City, of that portion of the Property required for the Braddock Road East; (b) each time that a portion of the Braddock Road East is built and accepted, or platted and secured by a surety bond or irrevocable letter of credit or combination thereof for completion of construction; (c) when those improvements to the intersection of Lem Turner Road and Braddock Road identified by the ICE Analysis are built and accepted, or platted and secured by a surety bond or irrevocable letter of credit or combination thereof for completion of construction; and (d) if applicable, upon the Developer's conveyance, in an instrument acceptable to the City, and at no cost to the City, of any portion of the Property fronting Braddock Road that is necessary for the construction of those improvements to the intersection of Lem Turner Road and Braddock Road identified by the ICE Analysis. Valuation shall be in accordance with the provisions of Recital H. The CMMSO shall memorialize the Mobility Fee Credit in a Mobility Fee Credit account for the Developer and issue a letter to the Developer, with a copy to the Director and the City's Chief of Development Services, detailing the amount of Mobility Fee Credit in the Developer's account. The CMMSO shall adjust that account as that amount changes with future draw downs. For purposes of this paragraph, "at no cost to the City" means the title report, title insurance, surveys including but not limited to wetland surveys, threatened/endangered species surveys, geotechnical evaluations, and any environmental due diligence or environmental site assessments, to include a Phase 1, and if required by the Phase 1, a Phase 2. Any pre-existing debris or spoil piles shall be removed at no cost to the City prior to transfer.
6. **ADMINISTRATIVE PROVISIONS.**
 - (a) **Use of Mobility Fee Credit.** The Mobility Fee Credit may be used, in whole or in part, by the Developer on a full dollar for dollar basis in satisfaction of the Mobility Fee. At such time as right-of-way satisfactory to the City for the purpose of connecting the Braddock Road East to Arnold Road/Gold Star

Family Parkway has been conveyed to the City, the Mobility Fee Credit may be used, in whole or in part, by the Developer or a Designated Transferee on a full dollar for dollar basis in connection with any and all mobility fee(s) assessed within Mobility Zones 3, 4, or 5, pursuant to Section 655.507(d), *Ordinance Code* (Transfer of Mobility Fee Credit), until the Mobility Fee Credit has been used in its entirety. Prior to conveyance of the right-of-way to the City connecting the Braddock Road East through to Arnold Road/Gold Star Family Parkway, the Mobility Fee Credit may only be used for development within the Property.

- (b) **Transfer of Mobility Fee Credit(s).** The Developer may transfer ownership of any portion of the Mobility Fee Credit received pursuant to this Contract by designating a Designated Transferee for a specified part of the Mobility Fee Credit which has not yet been used. A Designated Transferee may in turn also transfer ownership of said Mobility Fee Credit in the same manner. Each transfer shall be accomplished by the execution and delivery to the CMMSO of a notice in the manner provided by Chapter 655, Part 5, *Ordinance Code*. Only the Developer, or a duly Designated Transferee, is entitled to utilize said Mobility Fee Credit. Upon request by the Developer or a Designated Transferee, the CMMSO shall confirm in writing the effectiveness of any transfer so made for the benefit and protection of the Designated Transferee.
- (c) **No Obligation.** The Developer's possession of Mobility Fee Credit shall not constitute any type of obligation of the City for repayment with anything other than a credit against an applicable Mobility Fee.

7. **CONSISTENCY WITH COMPREHENSIVE PLAN AND ZONING DISTRICT.**

- (a) The Future Land Use Map designation of the Property is Multi-Use per Site-Specific Policy 4.3.18.
- (b) The Zoning District of the Property is Planned Unit Development as approved by Ordinance 2023-658-E.

8. **MEMORANDUM OF AGREEMENT.** A Memorandum of Agreement shall be filed in substantially the same form as **Exhibit "E"**, attached hereto. The Department shall record a copy in the public records at the cost of the Developer. A recorded copy shall be transmitted to the Developer within thirty (30) days after recording.

9. **APPROVALS.** Approval of issuance of any credits by the City shall not be unreasonably withheld or delayed. All approvals or disapprovals shall be written and shall be provided within thirty (30) days of delivery of any documents requiring approval.

10. **EFFECTIVE DATE.** This Contract shall become effective only upon execution by the City. Developer acknowledges that the filing of this Contract with the Department does not in any way guarantee approval by the City.

11. **AMENDMENT.** This Contract may only be amended by a subsequent written Contract entered into and executed by the Parties and approved by the City Council.

12. **NOTICES.** All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Contract may be served by registered or certified mail as follows:

CITY: Director of Planning and Development Department
Ed Ball Building, 3rd floor
214 North Hogan Street
Jacksonville, Florida 32202

Concurrency and Mobility Management System Office
Ed Ball Building, 2nd Floor
214 North Hogan Street
Jacksonville, Florida 32202

Office of General Counsel
c/o Land Use Division
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

DEVELOPER: Eisenhower Property Group, LLC

111 S. Armenia Ave., Ste. 201

Jacksonville, FL 32216

Wyman Duggan
Rogers Towers, P.A.
1301 Riverplace Blvd., Suite 1500
Tampa, FL 33609

13. ACKNOWLEDGMENT.

- (a) The Parties understand and acknowledge that in entering into this Contract the Developer is not obligating itself to convey land, fund the acquisition of land, design, permit or construct any infrastructure, or undertake any development, except for the conveyance of that portion of the Property for the Braddock Road East and required operational improvements.
- (b) The Parties further acknowledge that should the City's Mobility fee system be replaced or amended, the Developer or its Designated Transferee would be entitled to equivalent credits under the new regulatory scheme.

14. SUCCESSORS AND ASSIGNS. This Contract shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

15. VENUE. This Contract will be governed by and construed in accordance with the laws of the State of Florida. The venue for any lawsuit arising from this Contract shall be in Duval County, Florida.

16. SEVERABILITY. If any part of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall continue to be enforceable.

17. COUNTERPARTS AND SIGNATURE PAGES. This Contract may be executed in two (2) or more counterparts, each of which shall be deemed an original. The signatures to this Contract may be executed on separate pages, and when attached to this Contract shall constitute one complete document.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the dates written below their respective names.

<p>CITY OF JACKSONVILLE:</p> <p>BY: _____</p> <p>DONNA DEEGAN, MAYOR</p> <p>DATE: _____</p> <p>ATTEST:</p> <p>BY: _____</p> <p>JAMES R. MCCAIN, JR. CORPORATION SECRETARY</p>
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FORM APPROVED:

Office of General Counsel

<p>DEVELOPER:</p> <p>EISENHOWER PROPERTY GROUP, LLC, a Florida limited liability company</p> <p>BY: _____</p> <p>PRINT: _____</p> <p>ITS: _____</p> <p>DATE: _____</p>
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Exhibit "A"

Legal Description of the Property

LEGAL DESCRIPTION

Parcel 1: 019245-0000

Government Lot 4 which lies Southerly of Lem Turner Road, Section 18, Township 1 North, Range 26 East, Duval County, Florida.

Parcel 2: 019248-0000

That certain tract described as a portion of the South 1/2 of the Southeast 1/4 of Section 18 and a portion of Section 19, Township 1 North, Range 26 East, Duval County, Florida, and being more particularly described as commencing at the intersection of the Westerly boundary of Government Lot 4 in Section 18 with the Northeasterly right-of-way line of Lem Turner Road (State Road No. 115), a 60 foot right-of-way; thence South 42 degrees 38 minutes 30 seconds East along the Northeasterly right-of-way line of said Lem Turner Road, 1,920 feet to a point for the point of beginning; thence continue South 42 degrees 38 minutes 30 seconds East along the Northeasterly right-of-way line of said Lem Turner Road, 945 feet; thence North 47 degrees 21 minutes 30 seconds East, 1,843.8 feet; thence North 42 degrees 38 minutes 30 seconds West, 945 feet; thence South 47 degrees 21 minutes 30 second West, 1,843.8 feet to the point of Beginning.

Parcel 3: 002478-0000

North One-Half of Lot 2, Section 15, Township 1 North, Range 25 East, Duval County, Florida, less and except that portion lying within the right of way of Braddock Road.

Parcel 4: 002482-0000

North One-Quarter (N 1/4) of Northwest One-Quarter (NW 1/4) of Section 25, Township 1 North, Range 25 East, Duval County, Florida.

Parcel 6: 019250-0500

That certain tract or parcel of land being a part of the Northwest 1/4 of Section 19, Township 1 North, Range 26 East, Duval County, Florida, being more particularly described as commencing at an angle point in Braddock Home Road (a 60 foot right of way), said angle point being situated South 54 degrees 54 minutes 00 seconds West, as measured along the centerline of Braddock Home Road, 983.63 feet from the centerline of Lem Turner Road (a 100 foot right of way); thence South 38 degrees 46 minutes 15 seconds East along the centerline of Braddock Home Road, 567.43 feet; thence South 51 degrees 13 minutes 45 seconds West, 30.00 feet to a point in the Southwesterly right of way line of Braddock Home Road and the point of beginning; thence continue South 51 degrees 13 minutes 45 seconds West, 440.00 feet; thence North 38 degrees 46 minutes 15 seconds West and parallel with said centerline of Braddock Home Road, 330.00 feet; thence South 51 degrees 13 minutes 45 seconds West 272.70 feet; thence North 38 degrees 46 minutes 15 seconds West, and parallel with said centerline of Braddock Home Road, 407.53 feet; thence North 51 degrees 13 minutes 45 seconds East, 712.70 feet to an intersection with a Northwesterly prolongation of said Southwesterly right of way line of Braddock Home Road; thence South 38 degrees 46 minutes 15 seconds East, along said Northwesterly prolongation and along said Southwesterly right of way line, 737.53 feet to the point of beginning.

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Parcel 7A: 019241-0020

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF LEM TURNER ROAD WITH THE WESTERLY BOUNDARY OF GOVERNMENT LOT 4 OF SAID SECTION 18, THE SAME BEING THE MOST WESTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1773, PAGE 577 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 4 AND THE WESTERLY BOUNDARY OF GOVERNMENT LOT 1 TO THE NORTHERLY BOUNDARY OF SAID SECTION 18; THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 18 TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTHERLY AND PARALLEL TO THE EASTERLY BOUNDARY OF SAID SECTION 18 TO ANY INTERSECTION WITH THE NORTHERLY BOUNDARY OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE SOUTHWESTERLY TO THE MOST EASTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1779, PAGE 196, THE SAME BEING THE MOST NORTHERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1773, PAGE 579; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1773, PAGE 577, 945 FEET; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 1773, PAGE 577, 1843.8 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

A PART OF GOVERNMENT LOT 4, SECTION 18, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 18, THENCE SOUTH 89 DEGREES 35 MINUTES 36 SECONDS EAST, ALONG THE SOUTH LINE THEREOF, SAID LINE ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 1320.75 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE DEPARTING SOUTH LINE NORTH 01 DEGREES 10 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 564.16 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF LEM TURNER ROAD, A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE DEPARTING EAST LINE SOUTH 42 DEGREES 35 MINUTES 51 SECONDS EAST, ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 2088 FEET TO ITS INTERSECTION WITH THE NORTHWEST LINE OF PARCEL "A" AS RECORDED IN OFFICIAL RECORDS BOOK 13052, PAGE 243 OF SAID COUNTY AND SHOWN ON MAP BY R.L. CROASDELL, DATED OCTOBER 17, 1962; THENCE DEPARTING NORTHERLY RIGHT OF WAY LINE NORTH 47 DEGREES 24 MINUTES 09 SECONDS EAST AND ALONG THE NORTHWEST LINE THEREOF, A DISTANCE OF 206.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 47 DEGREES 24 MINUTES 09 SECONDS EAST ALONG THE NORTHWEST LINE THEREOF, A DISTANCE OF 100.00 FEET; THENCE DEPARTING NORTHWEST LINE NORTH 42 DEGREES 35 MINUTES 51 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 09 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 51 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

Parcel 7B:

A PART OF GOVERNMENT LOT 4, SECTION 18, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 18, THENCE SOUTH 89 DEGREES 35 MINUTES 36 SECONDS EAST, ALONG THE SOUTH LINE THEREOF, SAID LINE ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 1320.75 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE DEPARTING SOUTH LINE NORTH 01 DEGREES 10 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 564.16 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF LEM TURNER ROAD, A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE DEPARTING EAST LINE SOUTH 42 DEGREES 35 MINUTES 51 SECONDS EAST, ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 2088 FEET TO ITS INTERSECTION WITH THE NORTHWEST LINE OF PARCEL "A" AS RECORDED IN OFFICIAL RECORDS BOOK 13052, PAGE 243 OF SAID COUNTY AND SHOWN ON MAP BY R.L. CROASDELL, DATED OCTOBER 17, 1962; THENCE DEPARTING NORTHERLY RIGHT OF WAY LINE NORTH 47 DEGREES 24 MINUTES 09 SECONDS EAST AND ALONG THE NORTHWEST LINE THEREOF, A DISTANCE OF 206.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 47 DEGREES 24 MINUTES 09 SECONDS EAST ALONG THE NORTHWEST LINE THEREOF, A DISTANCE OF 100.00 FEET; THENCE DEPARTING NORTHWEST LINE NORTH 42 DEGREES 35 MINUTES 51 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 09 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 42 DEGREES 35 MINUTES 51 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THE FOLLOWING VARIABLE WIDTH INGRESS & EGRESS & UTILITY EASEMENT:

A PART OF GOVERNMENT LOT 4, SECTION 18, TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 18, THENCE SOUTH 89 DEGREES 35 MINUTES 36 SECONDS EAST, ALONG THE SOUTH LINE THEREOF, SAID LINE ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 1320.75 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4; THENCE DEPARTING SOUTH LINE NORTH 01 DEGREES 10 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 564.16 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF LEM TURNER ROAD, A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE DEPARTING WEST LINE SOUTH 42 DEGREES 35 MINUTES 51 SECONDS EAST, ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 7.67 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING NORTHERLY LINE NORTH 08 DEGREES 09 MINUTES 07 SECONDS EAST, A DISTANCE OF 242.96 FEET; THENCE SOUTH 87 DEGREES 06 MINUTES 05 SECONDS EAST, A DISTANCE OF 93.85 FEET; THENCE SOUTH 47 DEGREES 24 MINUTES 09 SECONDS WEST, A DISTANCE OF 28.04 FEET; THENCE NORTH 87 DEGREES 06 MINUTES 05 SECONDS WEST, A DISTANCE OF 38.44 FEET; THENCE SOUTH 40 DEGREES 19 MINUTES 30 SECONDS WEST, A DISTANCE OF 32.74 FEET; THENCE SOUTH 08 DEGREES 09 MINUTES 07 SECONDS WEST, A DISTANCE OF 195.00 FEET TO A POINT ON THE NORTHWEST LINE OF PARCEL "A" AS RECORDED IN OFFICIAL RECORDS BOOK 13052, PAGE 243 OF SAID COUNTY AND SHOWN ON MAP BY R.L. CROASDELL, DATED OCTOBER 17, 1962; THENCE SOUTH 47 DEGREES 24 MINUTES 09 SECONDS WEST, ALONG THE NORTHWEST LINE THEREOF, A DISTANCE OF 15.44 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF SAID LEM TURNER ROAD; THENCE DEPARTING NORTHWEST LINE NORTH 42 DEGREES 35 MINUTES 51 SECONDS WEST, ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 13.21 FEET TO THE POINT OF BEGINNING.

Parcel 9: 019236-0010

That certain tract or parcel of land being a portion of Sections 8, 17, 18 and 19 and also a portion of Lot 16, Ogilvie's Subdivision as recorded in Plat Book 6, page 70, all lying and being in Township 1 North, Range 26 East, Duval County, Florida, being more particularly described as beginning at the most Westerly corner of the lands described in Official Records Volume 1773, page 580 of the Public Records of said County; thence Northwesterly along the Northeasterly right of way line of Lem Turner Road, 15 feet; thence Northeasterly and parallel to the Northwesterly boundary of said lands described in Official Records Volume 1773, page 580 to an intersection with the line dividing said Sections 17 and 18; thence Northerly along said section line to the Northwest corner of said Section 17; thence Easterly along the North boundary of said Section 17 to the East line of the West 1/2 of the North 1/2 of said Section 17; thence Southerly along said line to the South line of the North 1/2 of said Section 17; thence Westerly along the South line of the North 1/2 of said Section 17 to the East boundary of the West 45 acres of the Southerly 1/2 of said Section 17; thence Southerly along the Easterly boundary of the West 45 acres of said South 1/2 of Section 17 to the Southerly boundary of said Section 17; thence Westerly along the section line to a point that is on a Northeasterly prolongation of the Southeasterly boundary of the lands described in Official Records Volume 1779, page 199 of said Public Records; thence Southwesterly along said lands so described to the most Easterly corner of said lands described in Official Records Volume 1779, page 199; thence Northwesterly 945 feet to the most Northerly corner of the lands described in Official Records Volume 1773, page 580; thence Southwesterly along the Northwesterly boundary of said lands so described, 1843.8 feet to the point of beginning.

And including the West 22 1/2 acres of the South 1/2 of the North 1/2 of Section 17, together with the North 1/2 of the North 1/2 of said Section 17, except the East 22 1/2 acres thereof, all in Township 1 North, Range 26 East, Duval County, Florida.

LESS AND EXCEPT any portion lying within Parcel 15 described herein.

Parcel 10: 019234-0100

All of Section 8, Township 1 North, Range 26 East, Duval County, Florida, except the Southerly 660 feet of the Westerly 1980 feet thereof.

Parcel 11: 019234-0000

The Easterly 1320 feet of the Westerly 1980 feet of the Southerly 660 feet of Section 8, Township 1 North, Range 26 East, Duval County, Florida.

Parcel 12: 002476-0000

The Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 24, Township 1 North, Range 25 East, Duval County, Florida.

Parcel 13: 019246-0000

A PORTION OF LOT 16, OGILVIE'S SUBDIVISION AS RECORDED IN PLAT BOOK 6, PAGE 70 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF GOVERNMENT LOT 4 AND A PORTION OF THE SOUTH OF THE SOUTHEAST 1/4, ALL IN SECTION 18, TOGETHER WITH A PORTION OF SECTION 19, ALL IN TOWNSHIP 1 NORTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 4 WITH THE NORTHEASTERLY RIGHT OF WAY

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LINE OF LEM TURNER ROAD (STATE ROAD NO. 115), A 60 FOOT RIGHT OF WAY; THENCE SOUTH 42 DEGREES 38 MINUTES 30 SECONDS EAST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID LEM TURNER ROAD, 945 FEET; THENCE NORTH 47 DEGREES 21 MINUTES 30 SECONDS EAST, 1843.8 FEET; THENCE NORTH 42 DEGREES 38 MINUTES 30 SECONDS WEST, 945 FEET; THENCE SOUTH 47 DEGREES 21 MINUTES 30 SECONDS WEST, 1843.8 FEET TO THE POINT OF BEGINNING.

Parcels 14 (019254-5000), 16 (019250-0000) and 19 (019254-0000):

That certain parcel of land situate, lying and being in the County of Duval, State of Florida, more particularly described as the Northeast 1/4 lying Northwest of Braddock Road and the Southeast 1/4 of the Northwest 1/4 (except part recorded in Official Records Book 3442, Page 1006 and part in county road) of Section 19, Township 1 North, Range 26 East; and the West 1/2 of the Northwest 1/4, and the Northeast 1/4 of the Northwest 1/4 (except part in county road and part recorded in Deed Book 1529, Page 116, Official Records Book 1773, Page 579, Book 1779, Pages 196 and 198) of Section 19, Township 1 North, Range 26 East.

LESS AND EXCEPT EACH OF THE FOLLOWING PARCELS: (JH, A, B, C, and D)

Parcel "JH"

That certain tract or parcel of land being a part of the Northwest 1/4 of Section 19, Township 1 North, Range 26 East, Duval County, Florida, being more particularly described as commencing at an angle point in Braddock Home Road (a 60 foot right of way), said angle point being situated South 54 degrees 54 minutes 00 seconds West, as measured along the centerline of Braddock Home Road, 983.63 feet from the centerline of Lem Turner Road (a 100 foot right of way); thence South 38 degrees 46 minutes 15 seconds East, along the centerline of Braddock Home Road, 567.43 feet; thence South 51 degrees 13 minutes 45 seconds West, 30.00 feet to a point in the Southwesterly right of way line of Braddock Home Road and the point of beginning: thence continue South 51 degrees 13 minutes 45 seconds West, 440.00 feet; thence North 38 degrees 46 minutes 15 seconds West and parallel with said centerline of Braddock Home Road, 330.00 feet; thence South 51 degrees 13 minutes 45 seconds West, 272.70 feet; thence North 38 degrees 46 minutes 15 seconds West and parallel with said centerline of Braddock Home Road, 407.53 feet; thence North 51 degrees 13 minutes 45 seconds East, 723.00 feet to an intersection with a Northwesterly prolongation of said Southwesterly right of way line of Braddock Home Road, thence South 38 degrees 46 minutes 51 seconds East, along said Northwesterly prolongation and along said Southwesterly right of way line, 737.53 feet to the point of beginning.

Parcel "A"

That certain tract or parcel of land being a part of the Northwest 1/4 of Section 19, Township 1 North, Range 26 East, Duval County, Florida being more particularly described as commencing at the intersection of the Southwesterly right of way line of Lem Turner Road (a 100 foot right of way) with the Westerly right of way line of Braddock Road (a 66 foot right of way); thence South 46 degrees 18 minutes 20 seconds West, along said Westerly right of way line of Braddock Road, 138.73 feet to a point of curve in said Westerly right of way line; thence along said curve to the left, said curve being concave to the Southeast and having a radius of 1,465.40 feet, a distance of 531.02 feet, as measured along a chord bearing South 35 degrees 52 minutes 00 seconds West to a point of tangency; thence continue along said Westerly right of way line, South 25 degrees 25 minutes 40 seconds West, 715.78 feet to a

point for the point of beginning, thence continue South 25 degrees 25 minutes 40 seconds West, along said Westerly right of way line, 388.83 feet; thence North 64 degrees 34 minutes 20 seconds West, 2,022.69 feet to a point in the Westerly line of said Section 19; thence North 01 degrees 39 minutes 08 seconds East, along said Westerly line 206.38 feet; thence South 89 degrees 07 minutes 23 seconds East, 883.50 feet; thence South 38 degrees 46 minutes 15 seconds East, 407.53 feet; thence North 51 degrees 13 minutes 45 seconds East, 272.70 feet; thence South 38 degrees 46 minutes 15 seconds East, 330.00 feet; thence South 54 degrees 34 minutes 12 seconds East, 527.58 feet to the point of beginning.

Parcel "B"

That certain tract or parcel of land being a part of the Northwest 1/4 of Section 19, Township 1 North, Range 26 East, Duval County, Florida, being more particularly described as commencing at the intersection of the Southwesterly right of way line of Lem Turner Road (a 100 foot right of way) with the Westerly right of way line of Braddock Road (a 66 foot right of way); thence South 46 degrees 18 minutes 20 seconds West, along said Westerly right of way line of Braddock Road, 138.73 feet to a point of curve in said Westerly right of way line; thence along said curve to the left, said curve being concave to the Southeast and having a radius of 1,465.40 feet, a distance of 531.02 feet, as measured along a chord bearing South 35 degrees 52 minutes 00 seconds West to a point of tangency; thence continue along said Westerly right of way line, South 25 degrees 25 minutes 40 seconds West, 1,104.61 feet to a point for the point of beginning; thence continue South 25 degrees 25 minutes 40 seconds West, along said Westerly right of way line, 100.00 feet to an intersection with the Southerly line of said Northwest 1/4 of Section 19; thence South 89 degrees 56 minutes 00 seconds West, along said Southerly line, 1,811.52 feet to the Southwest corner of said Northwest 1/4 of Section 19; thence North 01 degrees 39 minutes 08 seconds East, along the Westerly line of said Section 19, a distance of 961.31 feet; thence South 64 degrees 34 minutes 20 seconds East, 2,022.69 feet to the point of beginning.

Parcel "C"

That certain tract or parcel of land being a part of the Northwest 1/4 of Section 19, Township 1 North, Range 26 East, Duval County, Florida, being more particularly described as commencing at the intersection of the Southwesterly right of way line of Lem Turner Road (a 100 foot right of way) with the Westerly right of way line of Braddock Road (a 66 foot right of way); thence North 42 degrees 36 minutes 00 seconds West, along said Southwesterly right of way line of Lem Turner Road, 1,260.85 feet to a point for the point of beginning; thence South 47 degrees 24 minutes 00 seconds West, 229.89 feet; thence North 89 degrees 36 minutes 30 seconds West, and parallel with the Northerly line of said Section 19, a distance of 1,648.34 feet to a point in the Westerly line of said Section 19; thence North 01 degrees 39 minutes 08 seconds East, along said Westerly line of Section 19, a distance of 257.06 feet to the Northwest corner of said Section 19; thence South 89 degrees 36 minutes 30 seconds East, along said Northerly line of Section 19, a distance of 1,717.39 feet to a point in said Southwesterly right of way line of Lem Turner Road; thence South 42 degrees 36 minutes 00 seconds East, along said Southwesterly right of way line, 137.04 feet to the point of beginning.

Parcel "D"

That certain tract or parcel of land being a part of the Northwest 1/4 of Section 19, Township 1 North, Range 26 East, Duval County, Florida, being more particularly described as commencing at the intersection of the Southwesterly right of way line of Lem Turner Road (a 100 foot right of way) with the

Westerly right of way line of Braddock Road (a 66 foot right of way); thence North 42 degrees 36 minutes 00 seconds West, along said Southwesterly right of way line of Lem Turner Road, 1,123.82 feet to a point for the point of beginning; thence South 47 degrees 24 minutes 00 seconds West, 365.95 feet; thence North 89 degrees 36 minutes 30 seconds West, and parallel with the Northerly line of said Section 19, a distance of 1,646.51 feet to a point in the Westerly line of said Section 19; thence North 01 degrees 39 minutes 08 seconds East, along said Westerly line of Section 19, a distance of 193.05 feet; thence South 89 degrees 36 minutes 30 seconds East, and parallel with said Northerly line of Section 19, a distance of 1,648.34 feet; thence North 47 degrees 24 minutes 00 seconds East, 229.89 feet to a point in said Southwesterly right of way line of Lem Turner Road; thence South 42 degrees 36 minutes 00 seconds East, along said Southwesterly right of way line, 137.03 feet to the point of beginning.

Parcel 15: 019235-0000 (consisting of the following 4 parcels)

Parcel 1: That certain tract or parcel of land being a portion of Sections 17, 19 and 20, and also a portion of Lot 16, Ogilvie's Subdivision as recorded in Flat Book 6, page 70, all lying and being in Township 1 North, Range 26 East, Duval County, Florida, being more particularly described as beginning at the intersection of the Easterly boundary of Section 19 with the Northerly right of way line of Lem Turner Road; thence Northwesterly along the right of way line of said Lem Turner Road to the most Southerly corner of the lands described in Official Records Volume 1779, page 197; thence Northeasterly along said boundary line, 1843.8 feet to the most Easterly corner thereof; thence Northwesterly along with Northeasterly boundary of said lands described in Official Records Volume 1779, page 197 and the lands described in Official Records Volume 1773, page 578, 945 feet to the most Easterly corner of the lands described in Official Records Volume 1779, page 199; thence Northeasterly along a Northeasterly prolongation of the Northwesterly boundary of said lands described in Official Records Volume 1773, page 578 to an intersection with the Southerly boundary of said Section 18; thence Easterly along the Section line to the Easterly boundary of the West 45 acres of the Southerly 1/2 of said Section 17; thence Northerly along the Easterly boundary of the West 45 acres of the South 1/2 of said Section 17 to the South line of the North 1/2 of said Section 17; thence Easterly along the South line of the North 1/2 of said Section 17 to the West line of the East 55 acres of the North of the South 1/2 of said Section 17, the same being the East line of the East 45 acres of the West 90 acres of the South of said Section 17; thence Southerly along said line to the Southerly boundary of said Section 17; thence Westerly along said boundary to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 20; thence Southerly to the Southeast corner of said Northwest 1/4 of the Northwest 1/4 of Section 20; thence Westerly along the Southerly boundary of said Northwest 1/4 of the Northwest 1/4 of Section 20 to the line dividing Sections 19 and 20; thence Southerly along said dividing line to the point of beginning. Together with the North 1/2 of the East 55 acres of the South 1/2 of the South 1/2 of said Section 17, and the East 1/2 of the North 1/2 of said Section 17.

Parcel 2: The South 1/2 of the North 1/2 of Section 17, except the West 22 1/2 acres thereof, together with the East 22 1/2 acres of the North 1/2 of the North 1/2, of said Section 17, all in Section 36, Township 1 North, Range 26 East, Duval County, Florida.

Parcel 3: The North half of that certain tract described as a portion of Section 19, together with a portion of the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 1 North, Range 26 East, Duval County, Florida, being more particularly described as commencing at the intersection of the Westerly boundary of Government Lot 4 in Section 18, Township 1 North, Range 26 East, with the Northeasterly

right-of-way line of Lem Turner Road (State Road No. 115), a 60-foot right-of-way; thence South 42 degrees 38 minutes 30 seconds East along the Northeasterly right-of-way line of said Lem Turner Road, 2,865 feet to a point for the point of beginning; thence continue South 42 degrees 38 minutes 30 seconds East, along the Northeasterly right-of-way line of said Lem Turner Road, 945 feet; thence North 47 degrees 21 minutes 30 seconds East, 1,843.8 feet; thence North 42 degrees 38 minutes 30 seconds West, 945 feet; thence South 47 degrees 21 minutes 30 seconds West, 1,843.8 feet to the point of beginning.

Parcel 4: The South half of that certain tract described as a portion of Section 19, together with a portion of the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 1 North, Range 26 East, Duval County, Florida, being more particularly described as commencing at the intersection of the Westerly boundary of Government Lot 4 in Section 18, Township 1 North, Range 26 East, with the Northeasterly right-of-way line of Lem Turner Road (State Road No. 115), a 60-foot right-of-way; thence South 42 degrees 38 minutes 30 seconds East along the Northeasterly right-of-way line of said Lem Turner Road, 2,865 feet to a point for the point of beginning; thence continue South 42 degrees 38 minutes 30 seconds East, along the Northeasterly right-of-way line of said Lem Turner Road, 945 feet; thence North 47 degrees 21 minutes 30 seconds East, 1,843.8 feet; thence North 42 degrees 38 minutes 30 seconds West, 945 feet; thence South 47 degrees 21 minutes 30 seconds West, 1,843.8 feet to the point of beginning.

Parcel 17: 019254-4000

That certain tract or parcel of land being a part of the Northwest 1/4 of Section 19, Township 1 North, Range 26 East, Duval County, Florida, being more particularly described as commencing at the intersection of the Southwesterly right of way line of Lem Turner Road (a 100 foot right of way) with the Westerly right of way line of Braddock Road (a 66 foot right of way); thence South 46 degrees 18 minutes 20 seconds West, along said Westerly right of way line of Braddock Road, 138.73 feet to a point of curve in said Westerly right of way line; thence along said curve to the left, said curve being concave to the Southeast and having a radius of 1,465.40 feet, a distance of 531.02 feet, as measured along a chord bearing South 35 degrees 52 minutes 00 seconds West to a point of tangency; thence continue along said Westerly right of way line, South 25 degrees 25 minutes 40 seconds West, 1,104.61 feet to a point for the point of beginning; thence continue South 25 degrees 25 minutes 40 seconds West, along said Westerly right of way line, 100.00 feet to an intersection with the Southerly line of said Northwest 1/4 of Section 19; thence South 89 degrees 56 minutes 00 seconds West, along said Southerly line, 1,811.52 feet to the Southwest corner of said Northwest 1/4 of Section 19; thence North 01 degrees 39 minutes 08 seconds East, along the Westerly line of said Section 19, a distance of 961.31 feet; thence South 64 degrees 34 minutes 20 seconds East, 2,022.69 feet to the point of beginning.

Parcel 18: 019254-3000

That certain tract or parcel of land being a part of the Northwest 1/4 of Section 19, Township 1 North, Range 26 East, Duval County, Florida being more particularly described as commencing at the intersection of the Southwesterly right of way line of Lem Turner Road (a 100 foot right of way) with the Westerly right of way line of Braddock Road (a 66 foot right of way); thence South 46 degrees 18 minutes 20 seconds West, along said Westerly right of way line of Braddock Road, 138.73 feet to a point of curve in said Westerly right of way line; thence along said curve to the left, said curve being concave to the Southeast and having a radius of 1,465.40 feet, a distance of 531.02 feet, as measured along a

chord bearing South 35 degrees 52 minutes 00 seconds West to a point of tangency; thence continue along said Westerly right of way line, South 25 degrees 25 minutes 40 seconds West, 715.78 feet to a point for the point of beginning, thence continue South 25 degrees 25 minutes 40 seconds West, along said Westerly right of way line, 388.83 feet; thence North 64 degrees 34 minutes 20 seconds West, 2,022.69 feet to a point in the Westerly line of said Section 19; thence North 01 degrees 39 minutes 08 seconds East, along said Westerly line 206.38 feet; thence South 89 degrees 07 minutes 23 seconds East, 883.50 feet; thence South 38 degrees 46 minutes 15 seconds East, 407.53 feet; thence North 51 degrees 13 minutes 45 seconds East, 272.70 feet; thence South 38 degrees 46 minutes 15 seconds East, 330.00 feet; thence South 54 degrees 34 minutes 12 seconds East, 527.58 feet to the point of beginning.

Parcel 20: 002475-0000

Southeast One-Half (S 1/2) of Government Lot 1, all of Government Lot 2, and the North One-Half (N 1/2) of Government Lot 4 of Section 24, Township 1 North, Range 25 East, Duval County, Florida.

Parcel 21: 002477-0010

North One-Half (N 1/2) of Government Lot 1, Section 24, Township 1 North, Range 25 East, Duval County, Florida.

Parcel 22: 019254-2000

That certain tract or parcel of land being a part of the Northwest 1/4 of Section 19, Township 1 North, Range 26 East, Duval County, Florida, being more particularly described as commencing at the intersection of the Southwesterly right of way line of Lem Turner Road (a 100 foot right of way) with the Westerly right of way line of Braddock Road (a 66 foot right of way); thence North 42 degrees 36 minutes 00 seconds West, along said Southwesterly right of way line of Lem Turner Road, 1,123.82 feet to a point for the point of beginning; thence South 47 degrees 24 minutes 00 seconds West, 365.95 feet; thence North 89 degrees 36 minutes 30 seconds West, and parallel with the Northerly line of said Section 19, a distance of 1,646.51 feet to a point in the Westerly line of said Section 19; thence North 01 degrees 39 minutes 08 seconds East, along said Westerly line of Section 19, a distance of 193.05 feet; thence South 89 degrees 36 minutes 30 seconds East, and parallel with said Northerly line of Section 19, a distance of 1,648.34 feet; thence North 47 degrees 24 minutes 00 seconds East, 229.89 feet to a point in said Southwesterly right of way line of Lem Turner Road; thence South 42 degrees 36 minutes 00 seconds East, along said Southwesterly right of way line, 137.03 feet to the point of beginning.

Parcel 23: 019254-1000

That certain tract or parcel of land being a part of the Northwest 1/4 of Section 19, Township 1 North, Range 26 East, Duval County, Florida. being more particularly described as commencing at the intersection of the Southwesterly right of way line of Lem Turner Road (a 100 foot right of way) with the Westerly right of way line of Braddock Road (a 66 foot right of way); thence North 42 degrees 36 minutes 00 seconds West, along said Southwesterly right of way line of Lem Turner Road, 1,260.85 feet to a point for the point of beginning; thence South 47 degrees 24 minutes 00 seconds West, 229.89 feet; thence North 89 degrees 36 minutes 30 seconds West, and parallel with the Northerly line of said Section 19, a distance of 1,648.34 feet to a point in the Westerly line of said Section 19; thence North 01 degrees 39 minutes 08 seconds East, along said Westerly line of Section 19, a distance of 257.06 feet to the Northwest corner of said Section 19; thence South 89 degrees 36 minutes 30 seconds East, along

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said Northerly line of Section 19, a distance of 1,717.39 feet to a point in said Southwesterly right of way line of Lem Turner Road; thence South 42 degrees 36 minutes 00 seconds East, along said Southwesterly right of way line, 137.04 feet to the point of beginning.

Parcel 24: 019255-0000

All of Section 19 which lies Easterly of Braddock Road and Southerly of Lem Turner Road, all lying and being in Section 36, Township 1 North, Range 26 East, Duval County, Florida. LESS AND EXCEPT any portion lying within the right of way of Braddock Home Road and also LESS AND EXCEPT those portions conveyed in the following instruments recorded in the Public Records of Duval County, Florida, and listed as Book/Page: 6187/423, 6127/1125, 6205/76, 6127/1131, 6339/1582, 5680/1245, 5733/1128, 5850/1394, 5826/2084, 5966/2302, 5970/1784, 6083/2281, 6642/1205, 6565/1031, 6565/1029, 4764/83, 4069/131, 3706/180, 3873/68,

3741/195, 3752/38, 4421/502, 5502/1151, 9981/1896, 9739/1208, 9566/258, 9288/1606,

8922/170, 7079/83, 6867/1366, 6833/1717, 6833/1713

Parcel 25: 002474-0000

Lot 3, Section 24, Township 1 North, Range 25 East, Duval County, Florida.

And:

Lot 4, except that part recorded in Official Records Book 1773, Page 581, Official Records Book 1779, Page 200 and Official Records Book 3442, Page 1019, of the Public Records of Duval County, Florida, in Section 24, Township 1 North, Range 25 East, Duval County, Florida.

Parcel 26: 002477-0000

West One-Half of Section 24, Township 1 North, Range 25 East, Duval County, Florida.

Parcel 27: 019252-0000

South One-Half (S 1/2) of Section 19, Township 1 North, Range 26 East, which lies Westerly of Braddock Road, Duval County, Florida, LESS AND EXCEPT that portion conveyed in Official Records Book 6761, Page 718, of the Public Records of Duval County, Florida.

Parcel 28: 002480-0000

Lot 1 lying North of Braddock Road, less and except the North One-Half (N 1/2) of the East One-Half (E 1/2) of the North One-Half (N 1/2) thereof, Section 25, Township 1 North, Range 25 East, Duval County, Florida.

Parcel 29: 002480-0500

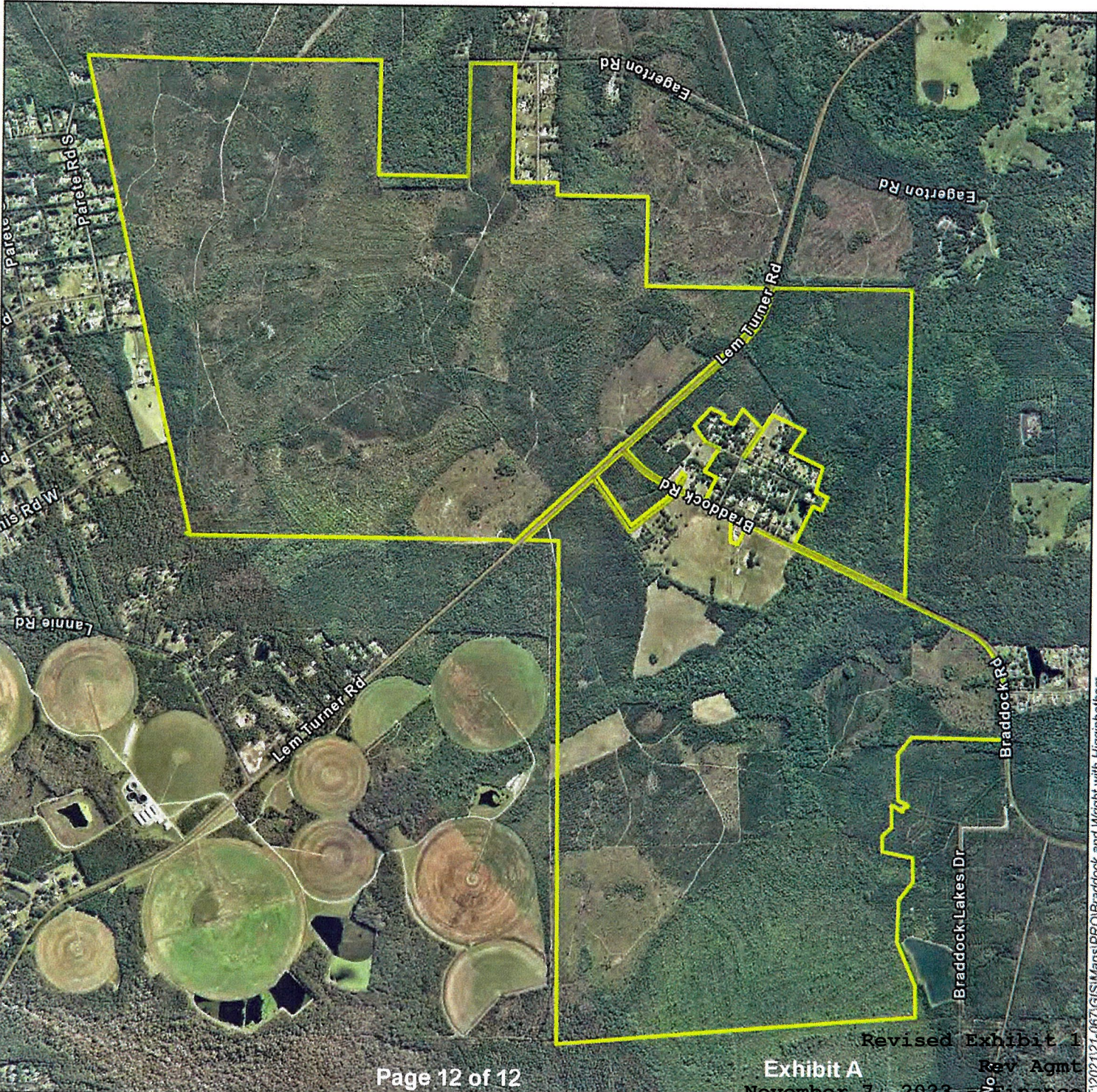
North One-Half (N 1/2) of the East One-Half (E 1/2) of the North One-Half (N 1/2) of Government Lot 1, Section 25, Township 1 North, Range 25 East, Duval County, Florida.

Parcel 30: 019437-0010

That piece, parcel of tract of land, being all of the Northwest One-Quarter of the Northwest One-Quarter of Section Thirty (30, Township One (1) North, Range Twenty-Six (26) East lying Northwesterly of Braddock Road.

Parcel 31: 019233-0000

Fractional Section 7, Township 1 North, Range 26 East, Duval County, Florida.

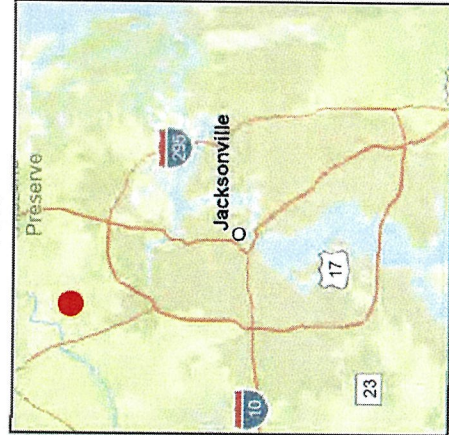


Braddock

Aerial

Source: ETM, Duval County

Subject Property



ETM

England-Thoms & Miller, Inc.
 14775 Old St. Augustine Road Jacksonville, FL 32258
 904-642-8990 • Fax: 904-646-9485 • www.etminc.com

VISION • EXPERIENCE • RESULTS

Date: 8/28/2023

T:\2021\21-067\GIS\Maps\PRO\Braddock and Witch with Higginbotham

Exhibit "B"

Mobility Fee Calculation Certificate

118541.0 APPLICATION NO. N/A CITY DEVELOPMENT NO.

MOBILITY FEE CALCULATION CERTIFICATE

Jacksonville, Florida

This document certifies that Braddock Property PUD (Mixed Use) is located
at Lem Turner Road ; Mobility Zone 4
Project or development name
Street address

The mobility fee is hereby calculated to be \$ 10,003,367.00 . The mobility fee is sufficient to support
the impacts of said development comprised of 2,350 Single Family Homes & 700,000 Commercial SF
Total du's or sq. ft. enclosed

on 2.232 Acres
Total acres of project area

Pursuant to Section 655.506, Ordinance Code; a mobility fee calculation certificate or expedited mobility fee calculation certificate is valid for one (1) year from the date of issuance, unless it is subject to a Mobility Fee Contract or extended for one (1) year by the payment, prior to the expiration date, of the applicable annual inflation adjustment.

Date March 1, 2023

Elynn Carn
Concurrency and Mobility
Management System Office

3/1/23
Ks/BC

Exhibit “C”

PUD Ordinance

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(attach Ordinance 2023-658-E, Braddock Family Parcel PUD, in
its final form here)

Exhibit “D”

Traffic Study

EXHIBIT D

Braddock and Wright

Traffic Analysis

Prepared For

Eisenhower Property Group

Prepared By

England, Thims & Miller, Inc.
14775 St. Augustine Road
Jacksonville, FL 32258
(904) 642-8990

Revised
October 2022

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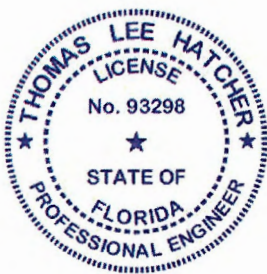
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Digitally signed by Thomas L Hatcher
DN: cn=Thomas L Hatcher, c=US, o=ENGLAND THIMS AND MILLER INC., email=hatchert@etminc.com
Reason: Digital Signing
Location: Thomas Lee Hatcher, P.E.
Date: 2022.10.17 18:46:05 - 04'00'

England, Thims & Miller, Inc. (CA – 00002584)
NERPM AB1v3
Synchro Software, version 11
Thomas Hatcher, P.E.
Florida PE - 93298

Project Overview

England-Thims & Miller, Inc. has been retained by Eisenhower Property Group to conduct a Transportation Impact Analysis (TIA) for the Braddock and Wright development. The project location is shown on **Figure 1** and is generally located west of the Jacksonville International Airport, east and west of Lem Turner Road (SR-115). The proposed development is expected to generally consist of 2,350 residential units and 400,000 sf of commercial development. The proposed development schedule is illustrated in **Table 1**. Listed below are several findings discovered during this TIA:

- The intersections of Dunn Avenue / Braddock Road and Lem Turner Road / I-295 SB ramp meet traffic signal warrants under existing conditions.
- The intersection of Lem Turner Road / I-295 NB ramp is projected to meet traffic signal warrants under background conditions.
- At the intersection of Lem Turner Road / Braddock Road, a northbound left turn lane and a southbound right turn lane are warranted under background conditions.
- Segments of Lem Turner Road and Braddock Road are expected to exceed their adopted maximum service volume in the future without the proposed project traffic.

This project proposes to construct 2-lanes of a future 4-lane Braddock Parkway from Lem Turner Road to Gold Star Family Parkway, which will complete the project identified by the North Florida Transportation Planning Organization (NFTPO) on the 2045 Needs Plan and Jacksonville Mobility Plan. This project also proposes to improve and signalize the Lem Turner Road and Braddock Road intersection. The proposed configuration is currently envisioned as a traditional signal to accommodate the traffic from nearby projects, including cut-through traffic along the newly constructed Braddock Parkway. However, the applicant understands that FDOT requires an Intersection Control Evaluation (ICE) be completed prior to selecting the final configuration.

Figure 1 – Project Location Map

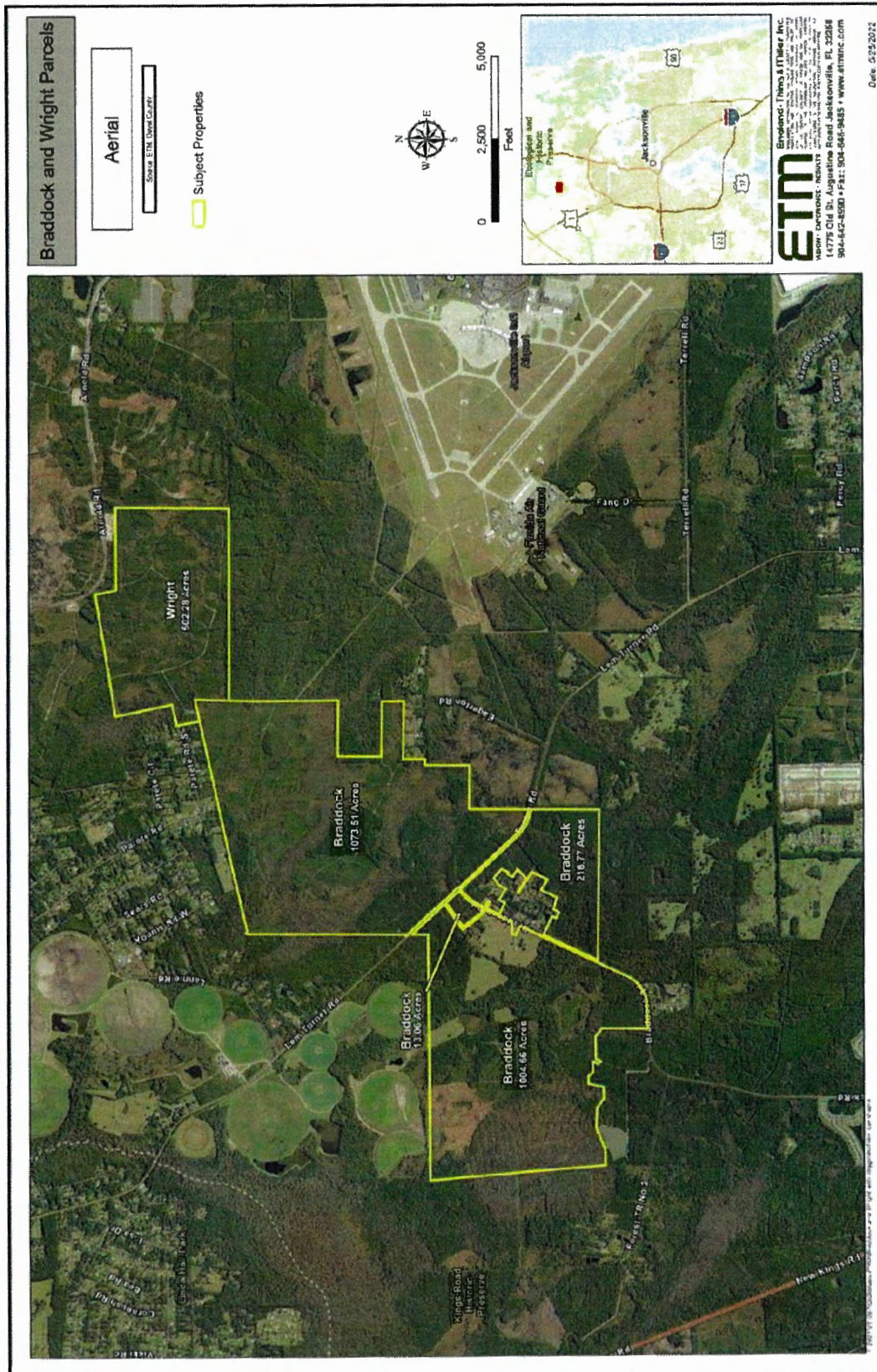


Table 1
Braddock and Wright
Development Schedule

Land Use	Use Code	Quantity	Units	Buildout
<u>Braddock and Wright west of Lem Turner Rd</u>				
Single Family Residential	210	970	DUs	2027
Shopping Center (>150k)	820	400,000	SF	2032
<u>Braddock and Wright east of Lem Turner Rd</u>				
Single Family Residential	210	1,380	DUs	2032

Note: Development by Phase is Cumulative

Buildout Year is an estimate and influenced by market conditions

Project Description

The proposed project is located along Braddock Road (to the south), Lem Turner Road (through the development) and the proposed Braddock Parkway (from Lem Turner Road to Gold Star Family Parkway) in northwest Jacksonville. **Figure 2** shows the configuration of the conceptual internal road network and proposed driveway locations for the Braddock Property while **Figure 3** illustrates the same for the Wright Property. The proposed development is expected to be complete by 2032. It is envisioned that the development will begin in the west portion of the property along Braddock Rd and progress east with the commercial land uses lagging the residential development.

Study Methodology

The traffic study for Braddock and Wright was divided into two analyses. The first compared the relative impacts of the existing and proposed development rights. The second portion of the study estimates the impacts resulting from the proposed development on the adjacent roadway network. The traffic impact analysis (TIA) documents traffic operating conditions during the morning and afternoon peak hours for intersections within the analysis area and daily traffic operating conditions for roadway segments. **Appendix A** contains the proposed TIA methodology.

Analysis Area

Consistent with the TIA methodology, the impact area of Braddock and Wright includes the following intersections and the roadway segments connecting them. They were analyzed with and without project traffic. Improvements are identified with associated phases of development.

- Lem Turner Road and Terrell Road
- Lem Turner Road and Braddock Road
- Dunn Avenue and Braddock Road
- Lem Turner Road and I-295 Ramps
- Gold Star Family Parkway and Braddock Parkway Extension
- Pecan Park Road and International Airport Boulevard
- Pecan Park Road and I-95 ramps

Figure 2 – Braddock Master PUD Site Plan

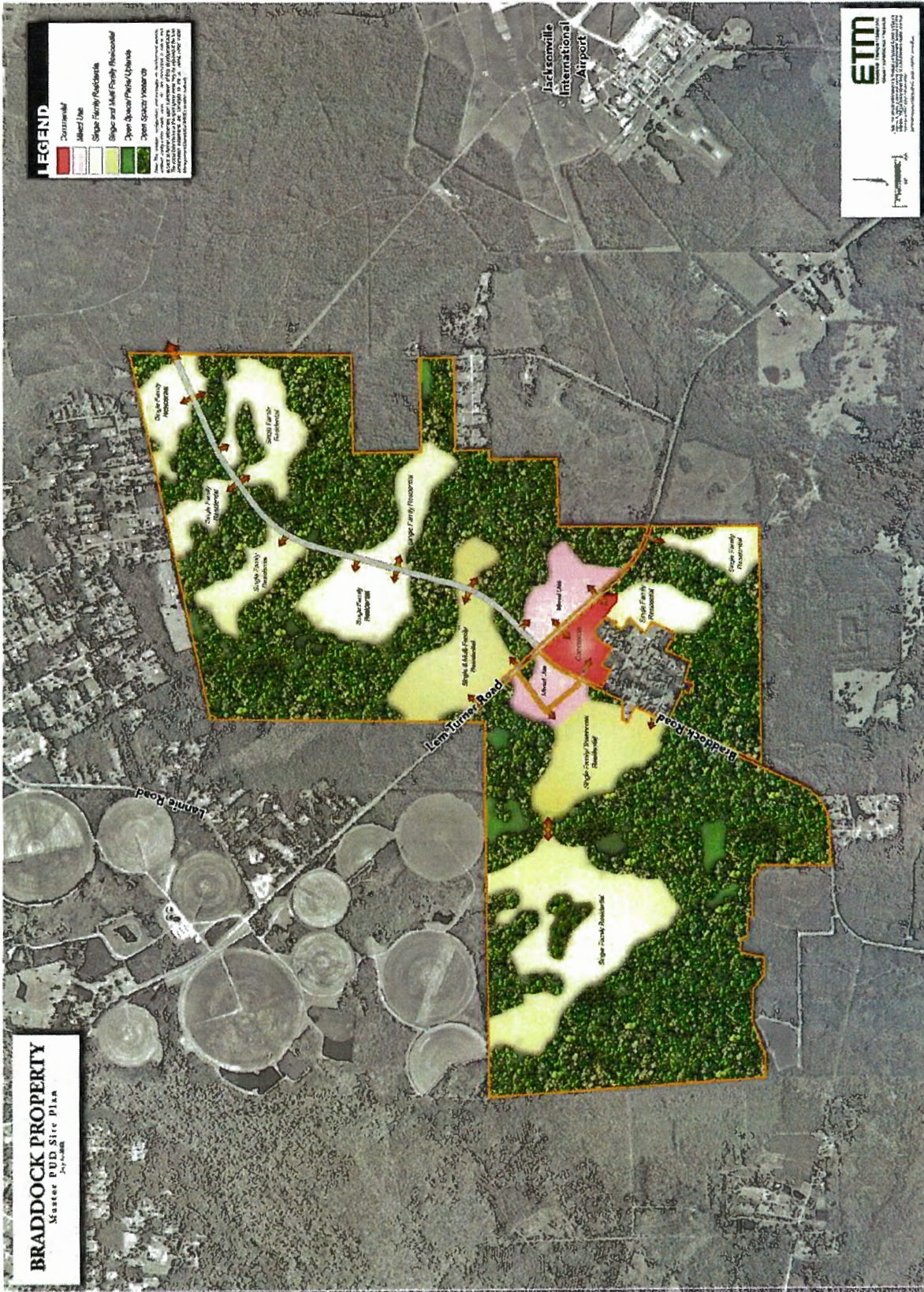


Figure 3 – Wright Master PUD Site Plan



Exhibit “E”

Memorandum of Mobility Fee and Credit Contract

Prepared by: Susan C. Grandin
Assistant General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202

Return to: Blaine Warnock
Manager/CMMSO
Ed Ball Building
214 N. Hogan Street, Suite 2127
Jacksonville, FL 32202

MEMORANDUM OF MOBILITY FEE AND CREDIT CONTRACT

On _____, 20____, a Mobility Fee and Credit Contract (#_____) was entered into between the City of Jacksonville and _____, _____, pursuant to the authority of Part 5, Chapter 655, Ordinance Code. The real property, which is subject to the contract, is described as **Exhibit "A"** attached hereto and incorporated herein by this reference. This contract is binding upon the successors and assigns of the parties and is subject to the following terms:

(1) The term of the contract is for _____ year(s) and expires on _____, 20____. If an extension of this contract is obtained, a memorandum of the extension shall be recorded in the public records.

(2) The Mobility Fee amount is \$ _____, subject to annual inflation and adjustments.

The developer's address is_____. The original Mobility Fee and Credit Contract is on file with the Jacksonville Planning and Development Department, Concurrency and Mobility Management System office (CMMSO) Room 2127, 214 N. Hogan Street, Jacksonville, FL 32202. A copy may be requested and/or additional information may be obtained by calling the CMMSO at 904-255-8330.

[Signature page follows]

Signed and sealed in the presence of:

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

Printed Name: _____

By: _____
Donna Deegan, Mayor

Printed Name: _____

STATE OF FLORIDA)
) ss
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 202__, by _____, for and on behalf of Mayor Donna Deegan, as aforesaid, and James R. McCain Jr., the Corporation Secretary of the City of Jacksonville, Florida, a Florida municipal corporation, on behalf of the corporation, who are personally known to me.

Notary Public

(NOTARY SEAL)

Printed Notary's Name
My Commission Expires:

Form Approved:

Office of General Counsel

Exhibit “F”

Transportation Conditions

1. The following shall occur prior to approval of the first set of civil engineering plans:
 - a. An Intersection Control Evaluation (“ICE”) analysis of the Lem Turner Road/Braddock Road intersection will be submitted to the FDOT to determine the final approved buildout (4-legged approach) and phased construction plan. The ICE analysis will also determine the subsequent proposed conditions to Lem Turner Road to determine the type of connection and spacing requirements.
 - b. A methodology meeting between FDOT and the City shall take place before any traffic operational analysis is conducted.
2. The following shall occur prior to the completion of development of Phase 1 (300 dwelling units located west of Lem Turner Road) as depicted on the proposed master PUD site plan (the “Site Plan”):
 - a. A signal warrant analysis shall be provided prior to approval of 10-set civil plans for the 301st dwelling unit and for every 100 subsequent dwelling units based on dwelling units proposed during verification of substantial compliance. The warrant analysis is to be submitted to the FDOT to determine if a signal is needed at the Lem Turner Road/Braddock Road intersection. If the signal is warranted, construction of the signal shall occur within one year of the date of warrant analysis approval. If the design, permitting, and construction period exceeds one year, a bond in favor of the City of Jacksonville shall be posted for the cost of the improvement. No building permits shall be approved if, after one year, the signal is not complete, or a bond is not posted.
3. The following shall occur concurrent with the development of Phase 2 west of Lem Turner Road:
 - a. A strip of land along Lem Turner Road abutting the Property will be reserved to accommodate the future widening, at a location acceptable to the FDOT and the developer. This strip, when combined with the existing right of way, will create a right of way approximately 200 feet wide. The developer will be allowed to clear, fill, grade, landscape, and to place signage, access driveways, and utilities, etc., within the reserved land, but will be prohibited from constructing parking, buildings and required stormwater ponds within the reserved land. These restrictions will be stated on the Civil Plans and on each plat on which the restrictions and reservations will occur. The right of way will be purchased by the FDOT, in the future, at the time of right of way acquisition for the widening project.

- b. Braddock Road will be widened in accordance with the intersection improvements dictated by the ICE analysis.
4. The following shall occur concurrent with the development of Phase 2 east of Lem Turner Road, except as noted below:
 - a. A strip of land along Lem Turner Road abutting the Property will be reserved to accommodate the future widening, at a location acceptable to the FDOT and the Developer. This strip, when combined with the existing right of way, will create a right of way approximately 200 feet wide. The developer will be allowed to clear, fill, grade, landscape, and to place signage, access driveways, and utilities, etc., within the reserved land, but will be prohibited from constructing parking, buildings and required stormwater ponds within the reserved land. These restrictions will be stated on the Civil Plans and on each plat on which the restrictions and reservations will occur. The right of way will be purchased by the FDOT, in the future, at the time of right of way acquisition for the widening project.
 - b. Construction of the fourth leg at the Lem Turner Road/Braddock Road intersection, and traffic signal improvements, in accordance with the ICE analysis.
 - c. Approval of a corridor plan for the Braddock Road East, east of Lem Turner Road to the eastern boundary of the Property, as generally shown on the Site Plan in Ordinance 2023-658-E, showing a typical section depicting specifications and dimensions for four vehicular lanes with landscaped median, safety shoulders, multi-use path, sidewalk and appropriate drainage and stormwater management facilities (the “Corridor Plan”). The Corridor Plan will also identify a preliminary alignment within the corridor for a future expansion of the 2-lane roadway to a 4-lane roadway and typical street sections for the extension of Braddock Road to the east PUD boundary. This corridor is planned to contain JEA utilities as well. Approval of the Corridor Plan may occur prior to the development of Phase 2 east of Lem Turner Road.
 - d. The developer shall construct two lanes of the ultimate 4-lane Braddock Road East, which will be constructed in phases as development progresses, in accordance with the Corridor Plan.

Exhibit "G"

PUD Site Plan

BRADDOCK PROPERTY
Master PUD Site Plan
January, 2022

LEGEND

- Commercial
- Mixed Use
- Single Family Residential
- Single and Multi-Family Residential
- Open Spaces/Parks/Uplands
- Open Spaces/Wetlands

Use the legend to identify areas and features on the master plan. The color coding is used to identify areas and features on the master plan. The color coding is used to identify areas and features on the master plan. The color coding is used to identify areas and features on the master plan.

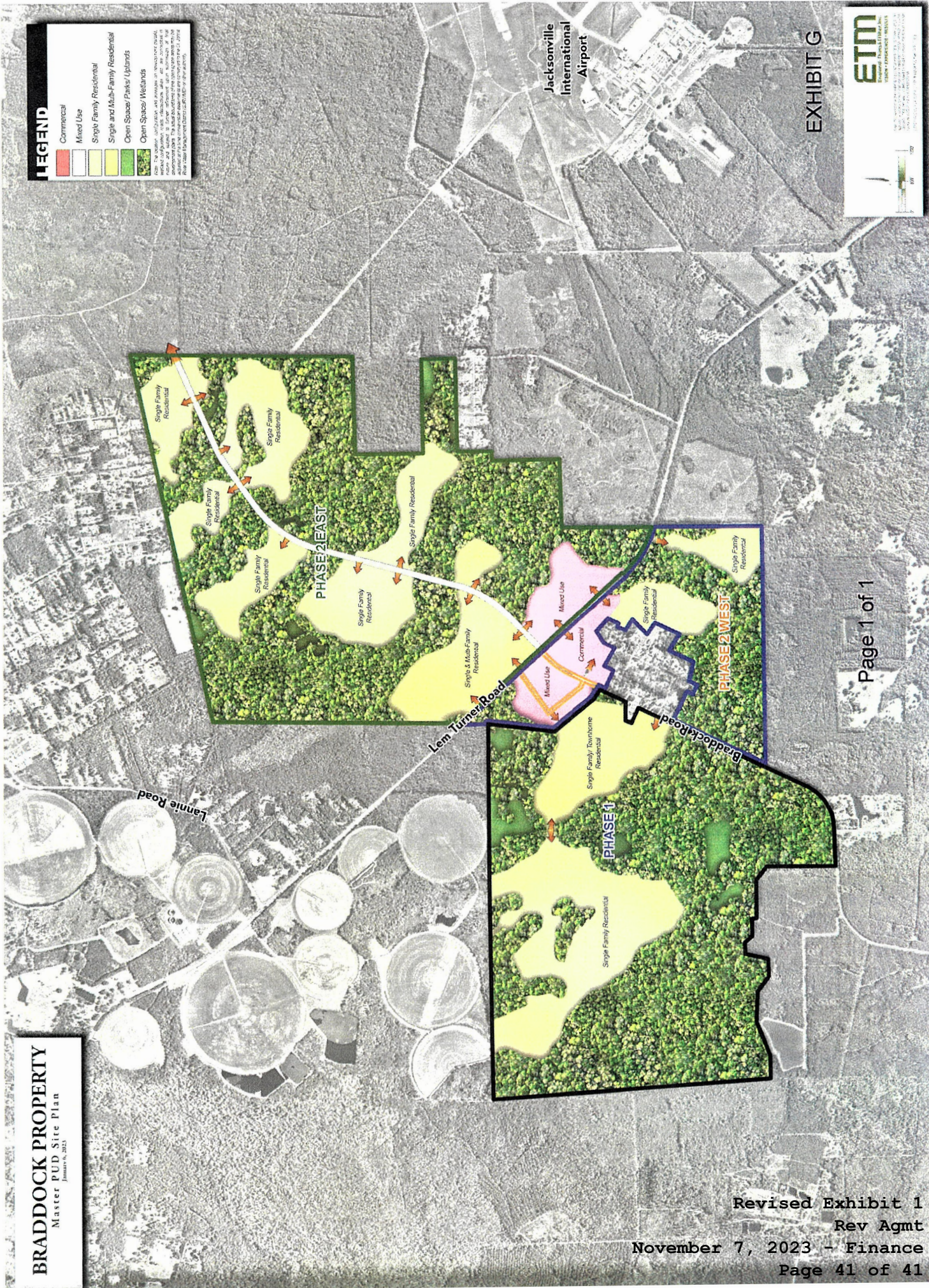


EXHIBIT G

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