

## AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is between CITY OF JACKSONVILLE, a political subdivision and municipal corporation existing under the laws of the state of Florida, whose address is 117 W. Duval Street, Suite 400, Jacksonville, Florida 32202, as "Seller," and the HARBOUR WATERWAY SPECIAL DISTRICT, a dependent Special District created by the City of Jacksonville, Florida, through Ordinance No. 2010-725-E, whose mailing address is 11554 Starboard Drive, Jacksonville, Florida, 32225, as "Buyer".

1. PURCHASE AND SALE. For good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby agrees to sell to Buyer and Buyer agrees to purchase from Seller the real property located in Duval County, Florida, identified as Real Estate Parcel Nos. 160258- 0010 & 160258-0004, and more particularly described in Exhibit "A" attached hereto, together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), and subject to the covenants referenced in Section 3.B below, which shall be covenants and restrictions set forth in the deed from Seller to Buyer described in paragraph 8 below. This Agreement becomes legally binding upon the approval of each party's governing board and due execution of same, the later date of which will be the "Effective Date" of this Agreement.

2. USE OF THE PARK PROPERTY. The segment of the Property described in Exhibit "B") will be solely used as a park / conservation area by Buyer (hereinafter "Park Property"), who will allow the general public to utilize the existing and proposed park amenities, including docks, picnic pavilions, nature trails, and roadways in perpetuity. The Park Property and all facilities within shall be open daily to the general public during daylight hours, provided, however, that access to the Park Property shall be limited to water access only.

3.A. PURCHASE PRICE. The purchase price for the Property shall be One Dollar (\$1.00) together with Buyer's agreement at its sole cost (i) to construct the park facilities identified as "Consideration for Conveyance" in Section 3.B below and (ii) to maintain the Park Property in perpetuity. No additional consideration shall be paid by Buyer for conveyance of the Property.

3.B. CONSIDERATION FOR CONVEYANCE. All of the items set forth in this paragraph 3.B comprise the consideration for the conveyance of the Property from Seller to Buyer. Buyer shall perform the items set forth in subparagraphs 3.B(i) through 3.B(viii), and item 3.B(x), at its sole cost and expense:

(i) Buyer agrees to increase the size of the Park Property from 77.7 acres to a total of at least 82.2 acres by adding properties currently owned by Buyer which will include wetlands and tidal salt marsh contiguous to the Park Property as shown in Exhibit "B".

(ii) Buyer agrees to excavate a 100 foot wide canal to a depth of -5.0 feet MLW within 300 feet of the picnic pavilions as shown on the site plan attached as Exhibit "C". Buyer agrees to construct a bulkhead on both sides of the canal and maintain the bulkhead indefinitely. The canal shall be periodically dredged, as appropriate to maintain a navigable depth in order for appropriately sized boats to dock at the Park Property. Buyer intends for the canal to eventually be connected to a private canal system adjacent to the Property allowing egress by water for residential parcels on the private waterway, subject to permitting and approval from the USACE and the FDEP, but Buyer's intended development of this private canal system is not consideration for Seller's conveyance of the Property.

(iii) Buyer agrees to construct and maintain an ADA complaint 8' x 125' floating dock with an ADA complaint gangway and walkways to allow egress from the floating dock to the picnic pavilions as shown in Exhibit "C". Docks and bulkheads shall be inspected monthly to identify maintenance needs and repairs. Buyer shall use commercially reasonable efforts to repair any defects or repairs identified during

inspections within (1) one year, and minor repairs shall be corrected as quickly as possible.

(iv) Buyer agrees to construct and maintain two (2) picnic pavilions per the attached specifications as shown in Exhibit "D," and to grade and maintain a beach area along the St Johns River adjacent to the picnic pavilions.

(v) Buyer agrees to maintain at least 4000 linear feet of nature trails, not to exceed eight (8) feet in width on the Park Property. Nature trail maintenance shall include mowing the trails up to 2 times per month from April thru October and once per month November thru March or as needed; occasionally trimming along the trails to remove impediments; and installing and maintaining trail signage. Park signage shall include the park rules sign, park trail map, trail directional signage, and any advisable warning signs posted at the picnic pavilions.

(vi) Buyer agrees to install a three-strand barbed wire fence adjacent to the dredge material management area to deter park visitors from accessing the dredge spoil site.

(vii) Any buildings to be constructed on Park Property shall be limited to those facilities included in the conceptual plan attached hereto as Exhibit "C." Any other buildings proposed for construction in the Park shall require prior written approval from the City of Jacksonville's Director of Parks, Recreation and Community Services (the "Parks Director").

(viii) Buyer agrees to continue removal of invasive and nuisance plants, it is understood that Buyer or its agents will clear and burn or allow the debris to decay naturally, on-site. Buyer will follow best management practices in conducting this activity and where appropriate and necessary will utilize herbicide(s) to fully eradicate target plants. Buyer agrees to continue to collaborate with the City of Jacksonville, U.S. Army Corp of Engineers, and the First Coast Invasive Working Group to work towards eradication of Tamarix and Brazilian Pepper from the Buyer's existing property and the Park Property.

(ix) The name of the Park Property shall be "Reed Island Park" and any subsequent Park name change requires the written approval of the Parks Director.

(x) Buyer will seek to obtain necessary property interest to provide access to the Park Property by a service road south of the Buyer's property as shown on the Map attached as Exhibit "B". If and to the extent Buyer does secure legal access to the Park Property via a roadway, it will permit and authorize Seller, its agents and employees to utilize such access for purposes of inspecting the Park Property. However, said access, if obtained, shall not be utilized for public access to the Park Property.

(xi) The Buyer shall not sell or convey any of the 82.2-acre Park Property without prior written consent of the Parks Director, which consent shall not be unreasonably withheld.

(xii) The foregoing subsections 3.B.(i)-(xi), shall survive the closing of the sale of the Property to Buyer, shall supersede subsections 3.B(ii)-(vi) of that certain Sale and Purchase Agreement executed by the parties on April 23, 2019 and shall be set forth as covenants in the deed from Seller to Buyer described in paragraph 8.

4. INSPECTION PERIOD/ENVIRONMENTAL SITE ASSESSMENT. Buyer shall have the right, at its sole cost and expense, to inspect the Property and to conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property during the thirty (30) day period immediately following the Effective Date of this Agreement (the "Inspection Period"). Prior to expiration of the Inspection Period, Buyer may cancel this Agreement for any reason without penalty, except that Buyer shall restore any property disturbed by its inspections and assessments to the condition the property was in prior to Buyer's inspections and assessments. If further investigations, testing, monitoring or environmental site assessments are required by Buyer to determine the existence or extent of Hazardous Materials on the Property, Buyer may conduct such procedures at the Buyer's sole cost and expense. For purposes of this Agreement "Hazardous Materials"

shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5.)

5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4 confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement or fails to obtain an environmental site assessment of the Property, then Buyer shall accept the Property "as is, where is, and with all faults", together with all defects, latent and patent, if any. Seller shall have no duty to pursue and or accomplish any clean-up of the Hazardous Materials or to otherwise bring the Property into compliance with Environmental Law. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

No later than thirty (30) days following the Effective Date, Seller will provide Buyer with any information, reports, or data requested by Buyer and after reasonable inquiry by Seller found to be in Seller's possession regarding soil or water quality on the Property or the presence of hazardous materials, as defined above, on the Property.

If Buyer elects not to terminate this Agreement or fails to obtain an environmental site assessment of the Property, and proceeds to Closing as provided above, Buyer shall indemnify to the extent permitted by law, Seller, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. Buyer shall defend, at Buyer's sole cost and expense, any legal action, claim, or proceeding instituted by any person against Seller as a result of any claim, suit, or cause of action for injuries to body, life, limb, or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey obtained pursuant to this Agreement disclose any defects in title arising from liens against the Property, such liens up to the amount of Seller's net proceeds from the sale shall be satisfied at closing by Seller. If the title insurance commitment or Survey disclose any other defects that are not acceptable to Buyer, Buyer shall have the option to either: (a) accept the title as it then is with no reduction in the Purchase Price, or (b) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement. Seller shall have no duty to cure any title defects arising from other than liens against the Property.

8. INTEREST CONVEYED; NO WARRANTIES. At closing, Seller shall execute and deliver to Buyer a quitclaim deed conveying Seller's interest in the Property "as is, where is, and with all faults", and subject to (i) a restriction that the Property be used for residential non-commercial dredge spoil disposal and reclamation or for conservation, and for no other purposes, (ii) the covenants in paragraph 3B of this Agreement, and (iii) the right of re-entry described in paragraph 14. Seller has made no representations or warranties of any nature whatsoever, express or implied, regarding the Property, including but not limited to the physical and environmental condition of the Property, the zoning of the Property, title to

the Property, the suitability of the Property or any improvements for Buyer's intended purpose; or Buyer's legal ability to use the Property for Buyer's intended use.

9. PREPARATION OF CLOSING DOCUMENTS. Buyer shall prepare the deed described in paragraph 8 of this Agreement and Buyer's and Seller's closing statements. Buyer understands Seller, as an agency of the state, is unable to execute a no-lien affidavit customarily required to delete the standard exceptions from the title insurance policy. Seller will cooperate with the agent for the title insurance company to provide such reasonable, alternative evidence within the Seller's legal capacity to provide and at no expense to Seller to enable the title agent to delete the standard exceptions typically deleted by a no-lien affidavit.

10. EXPENSES. Buyer will pay the documentary stamp tax, if any, and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8 of this Agreement.

11. TAXES AND ASSESSMENTS. Seller and Buyer are exempt from taxation. At closing, Seller shall satisfy any assessments for which it is legally responsible, if any, prorated to the date of Closing, that are or may become a lien against the Property.

12. CLOSING PLACE AND DATE. The closing shall be on or before forty-five (45) days after the Effective Date, unless earlier terminated pursuant the provisions of paragraphs 4 above. The parties shall mutually set the date, time and place of closing.

13. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing. The Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered, by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement.

14. RIGHT OF RE-ENTRY CLAUSE. In the event the Buyer fails to execute the terms and conditions set forth in Section 3B (ii thru vi) within three (3) years of the closing date, Seller may, at its option, exercise a right of re-entry as to the Park Property" including any improvements then located thereon, such that 1) Seller shall convey the Park Property to the City of Jacksonville, and 2) all proceeds obtained from the sale of residential parcels 1 thru 4 located on the St. John River and depicted in Exhibit "B" shall be paid to the City of Jacksonville; or, if such remedy is unavailable, Buyer shall convey title to any such parcels it holds to City of Jacksonville within ten (10) business days' written notice. In addition, if Buyer fails to maintain the Park Property as specified in Section 3B, including maintaining the facilities listed herein, and has not cured any material deficiencies within one (1) year of written notice from the City of Jacksonville, Buyer shall convey the Park Property to the City of Jacksonville at Seller's sole election. The rights of re-entry set forth herein shall be set forth in the Deed from Seller to Buyer described in Paragraph 8 above.

15. ACCESS. Seller makes no warranties as to whether there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

16. BROKERS. No persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing. Buyer shall indemnify and hold Seller harmless from any and all such claims.

17. RECORDING. This Agreement may not be recorded.

18. ASSIGNMENT. This Agreement may not be assigned.

19. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

20. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, the enforceability of the remaining provisions of this Agreement shall not be affected.

21. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

23. WAIVER. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

25. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

26. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

27. SURVIVAL. The covenants, warranties, representations, and undertakings of the parties set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8 of this Agreement, and Buyer's possession of the Property.

28. SOVEREIGN IMMUNITY. The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provisions of this Agreement shall be construed as a waiver of sovereign immunity by any of the Parties.

29. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.

30. FORCE MAJEURE. No failure, delay or default in performance of any obligation of a party to this Agreement shall constitute an event of default or a breach of this Agreement, or, give rise to any remedy hereunder, to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the reasonable control and without negligence of the party otherwise chargeable with failure, delay or default, including, but not limited to: action or inaction of governmental, civil or military authority; flood; fire; war; riot; earthquake; natural disaster; act, negligence or default of the other party. The affected party shall take reasonable action to minimize the consequences of any such cause. This subsection shall in no way limit the right of either party to this Agreement to make any claim against third parties for any damages suffered due to said causes.

IF THIS AGREEMENT IS NOT FULLY EXECUTED AS PROVIDED HEREIN ON OR BEFORE DECEMBER 31, 2023, NEITHER SELLER NOR BUYER SHALL BE UNDER ANY OBLIGATION TO SELL OR PURCHASE THE PROPERTY.

SELLER'S PERFORMANCE AND OBLIGATION TO PAY ANY SUMS DUE UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION FOR SUCH PURPOSE.

*Signatures appear on the following page*

**SELLER**  
**CITY OF JACKSONVILLE**

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

Lenny Curry, Mayor

Attest: \_\_\_\_\_

(OFFICIAL SEAL)

James R. McCain, Jr.  
Corporation Secretary

Form Approved:

By: \_\_\_\_\_  
Office of General Counsel

GC-#1570224-v1-Reed\_island\_Purchase\_Agreement\_05-12-2023\_(ogc\_revisions).docx

**BUYER**

**HARBOUR WATERWAY SPECIAL DISTRICT**

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

Wallace Lovely

As: Chair, Board of Supervisors

\_\_\_\_\_  
Witness as to Buyer

\_\_\_\_\_  
Witness as to Buyer

\_\_\_\_\_  
Date signed by Buyer

**EXHIBITS**

- Exhibit A Property – Parcel 160258 0010 & 0004 and Legal Description
- Exhibit B Park Property and Legal Description
- Exhibit C Conceptual Site Plan – Picnic Pavilions and Floating Dock
- Exhibit D Picnic pavilions specifications



THIS DEED, Made this 22nd day of July, A. D., 1976, between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, herein-after called "Grantor"; the CITY OF JACKSONVILLE, a municipal corporation under the laws of the State of Florida, with mailing address 220 East Bay Street, Jacksonville, Florida, 32202, hereinafter called "Grantee"; and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as successor Corporate Trustee under the First Mortgage dated as of January 1, 1946, made by the former Seaboard Air Line Railroad Company, to which Seaboard Coast Line Railroad Company is successor by merger, hereinafter called "Trustee";

(Wherever used herein, the terms "Grantor" and "Grantee" shall be construed in the singular or plural as the context may require or admit and shall include the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and in consideration of the conveyance by Grantee to Grantor of that certain 6,500-square foot parcel of land adjacent to the intersection of Water Street and Pearl Street at Jacksonville, Duval County, Florida, as particularly described in deed dated SEPTEMBER 14, 1970, has granted, bargained and sold, and by these presents does grant, bargain, sell and convey unto Grantee forever, all that certain tract or parcel of land situate, lying and being at Jacksonville, County of Duval, State of Florida, in the SE $\frac{1}{4}$  of Section 30, Township 1 South, Range 28 East of said County and State; described as follows:

The westernmost 56.60 acres of the following described tract or parcel of land: Beginning at the southeast corner of said Section 30; running thence westwardly along the south line of said Section 30, 2,332.23 feet, more or less, to the southwest corner of the "Approved Swamp Selection" according to survey by the Bureau of Land Management, U.S. Department of Interior, accepted October 5, 1949; thence northeastwardly along the northerly line of said Approved Swamp Selection 990 feet, more or less, to a corner in the northerly line of said Approved Swamp Selection; thence northeastwardly along said northerly line 2,310 feet, more or less, to the easterly line of said Section 30; thence southwardly along said east line 2,359.89 feet, more or less, to the point of beginning; the land hereby conveyed being indicated on print of Grantor's drawing prepared by Robert M. Angas and Associates, dated May, 1962, attached hereto and made a part hereof; SUBJECT, However, to that certain perpetual easement dated April 27, 1950, granted by the Seaboard Air Line Railroad Company to the United States of America for spoil disposal purposes, recorded in Deed Book 1441, Page 568 of the Current Public Records of said County and State and to that certain perpetual easement dated September 14, 1965, granted by the Seaboard Air Line Railroad Company to the City of Jacksonville for power line construction.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD said premises unto Grantee in fee simple forever; SUBJECT, However, to reservations, conditions, restrictions and easements of record.

Return to: P.S. COPE  
1300 CITY HALL  
JAX. FLA.  
This instrument was prepared by  
John T. Alderson, Jr.  
Attorney  
500 Water St., Jacksonville, Fla.

1200



Except as to the matters referred to in the preceding paragraph, Grantor hereby binds itself that the premises are free from encumbrances, that it is seized of said premises in fee and that it will fully warrant and forever defend all and singular said premises unto Grantee against Grantor and all other persons lawfully claiming or to claim the same or any part thereof.

The property hereinabove conveyed is subject to the lien of the First Mortgage made by the former Seaboard Air Line Railroad Company, dated as of January 1, 1946, as supplemented and modified, under which mortgage Mercantile-Safe Deposit and Trust Company is the present successor Corporate Trustee, and Trustee joins herein for the purpose of releasing and does hereby release the property hereinabove conveyed from the lien of said mortgage pursuant to the provisions of Section 1 of Article Twelve thereof; and Trustee certifies that C. E. Heinmuller retired as Individual Trustee under the aforesaid mortgage effective as of August 1, 1970, and since that date, Mercantile-Safe Deposit and Trust Company has been and is presently the Trustee acting under the aforesaid mortgage, as supplemented and modified.

The recitals of fact made herein are to be taken only as recitals made by Grantor and not by Trustee.

IN WITNESS WHEREOF Grantor and Trustee have caused these presents to be duly signed and sealed, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Walter M. Shepard

Donald C. Smith

Signed, sealed and delivered  
in the presence of:

Sharon Judick

Paula J. Arnold

SEABOARD COAST LINE RAILROAD COMPANY

By [Signature]  
Executive Vice President

Attest: [Signature]  
Assistant Secretary

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as successor Corporate Trustee as aforesaid.

By [Signature]  
Vice President

Attest: [Signature]  
Corporate Trust Officer

STATE OF FLORIDA DOCUMENTARY SUR TAX \$11.00	STATE OF FLORIDA DOCUMENTARY SUR TAX \$11.00
STATE OF FLORIDA DOCUMENTARY SUR TAX \$11.00	STATE OF FLORIDA DOCUMENTARY SUR TAX \$11.00
STATE OF FLORIDA DOCUMENTARY SUR TAX \$11.00	STATE OF FLORIDA DOCUMENTARY SUR TAX \$5.50



# MAP SHOWING A SKETCH AND DESCRIPTION OF:

## PARCEL A

A PORTION OF SECTIONS 30 AND 31, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA; THENCE NORTH 89°15'09" WEST, ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, THENCE SOUTH 00°01'52" EAST, 425 FEET MORE OR LESS, TO THE MEAN HIGH WATERLINE, BEING THE WATERS EDGE OF MILL COVE; THENCE SOUTHWESTERLY, MEANDERING ALONG SAID WATERS EDGE 2,325 FEET MORE OR LESS TO AN INTERSECTION WITH THE WESTERLY LINE OF A 300' JEA EASEMENT; THENCE NORTH 15°15'34" WEST, ALONG SAID WESTERLY LINE 2,655 FEET MORE OR LESS TO THE MEAN HIGH WATERLINE, BEING THE WATERS EDGE OF THE ST JOHNS RIVER; THENCE NORTHEASTERLY ALONG SAID WATERS EDGE 1,290 FEET MORE OR LESS; THENCE SOUTH 00°01'51" EAST, DEPARTING SAID WATERS EDGE, 198 FEET MORE OR LESS TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 212.06 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00"; AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°01'51" EAST, 190.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°58'09" EAST, 360.00 FEET; THENCE SOUTH 00°01'52" EAST, 1,547.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 79.07 ACRES (3,444,429 SQUARE FEET), MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

## PARCEL B

A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN ISLAND LYING SOUTHERLY OF PARCEL A DESCRIBED HERE ON, LYING IN MILL COVE AND RUNNING ALONG THE MEAN HIGH WATER LINE, BEING THE WATERS EDGE FOR A TOTAL PERIMETER DISTANCE OF 2,288 FEET MORE OR LESS.

CONTAINING 3.14 ACRES (136,610 SQUARE FEET), MORE OR LESS.

ALL ABOVE CONTAINING 82.21 ACRES (3,581,039 SQUARE FEET), MORE OR LESS.

## SURVEY NOTES

**NOTE:** THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY LINE OF SECTION 30 AS BEING N 89°15'09" W (PER PLAT).
2. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND IN TENTHS AND ARE BASED ON THE U.S. SURVEY FOOT
3. A TITLE COMMITMENT HAS NOT BEEN PROVIDED.
4. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SEE SHEET 2 FOR SKETCH  
SHEET 1 OF 2

JOHN K. MAFFETT  
Florida Registration Certificate No. 6951  
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

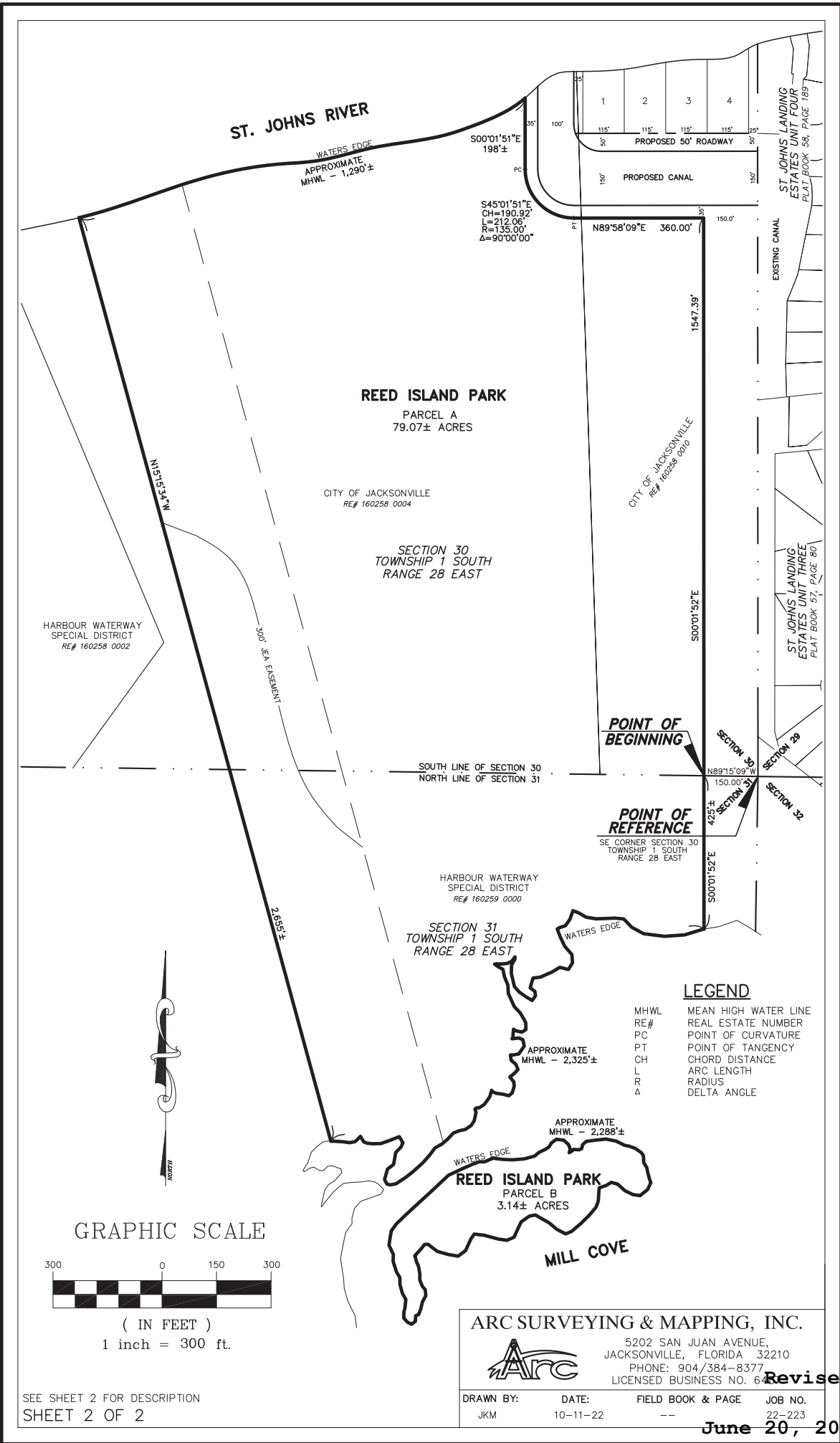
### ARC SURVEYING & MAPPING, INC.



5202 SAN JUAN AVENUE,  
JACKSONVILLE, FLORIDA 32210  
PHONE: 904/384-8377  
LICENSED BUSINESS NO. 6448

DRAWN BY:	DATE:	FIELD BOOK & PAGE	JOB NO.
JKM	10-11-22	--	22-223

Revised Exhibit 1  
Rev Agmt  
June 20, 2023 - NCSPHS



SEE SHEET 2 FOR DESCRIPTION  
SHEET 2 OF 2

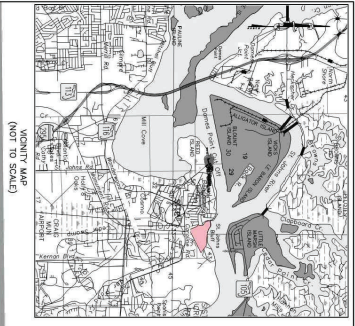
ARC SURVEYING & MAPPING, INC.  
5202 SAN JUAN AVENUE,  
JACKSONVILLE, FLORIDA 32210  
PHONE: 904/384-8377  
LICENSED BUSINESS NO. 6444

Revised Exhibit 1  
Rev Agmt  
June 20, 2023 - NCSPHS  
Page 13 of 20



**REED ISLAND PARK**  
BOAT DOCK AND PICNIC AREA





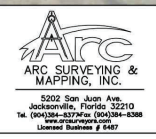
**MAP SHOWING TOPOGRAPHIC SURVEY OF  
A PORTION OF REED ISLAND PARK**

RECORDED IN OFFICIAL RECORDS BOOK 4231 PAGE 1170  
R.E. # 160258-0000  
LYING IN SECTION 30, TOWNSHIP 1 SOUTH, RANGE 28 EAST,  
DUVAL COUNTY, FLORIDA



**GENERAL NOTES**

1. THE ELEVATIONS SHOWN HEREON REFER TO THE NORTH AMERICAN DATUM OF 1988.
2. DIMENSIONS SHOWN THIS 25' OF ANY ABOVE BUILDING CONCEPT AND FINISH TIES.
3. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND IN TENTHS AND ARE BASED ON THIS SURVEY AND EXTENDED WITHOUT THE BENEFIT OF THE COMMENT.
4. ANY WORK HEREON MAY BE ADMINISTERED, SUPERVISED AND/OR INSPECTED BY THE STATE OF FLORIDA.
5. THE SURVEY IS BASED ON THE FEDERAL REVISIONS OF THE STATE OF FLORIDA.
6. THE SURVEY IS BASED ON THE FEDERAL REVISIONS OF THE STATE OF FLORIDA.
7. AMERICAN SURVEYING & MAPPING, INC.



DUVAL COUNTY, FLORIDA  
JACKSONVILLE

File name:	Party Chief:	Dwn by:	Drawing Date:
Reference files:	JV	JDY	
	Field Bk/Pg:	Book By:	Survey Date:
		BLP	08/21/19
	Contract to:		
	PROSSER INC.		

No.	Approved	Date	Description
1	KES	10/16/20	REVISED TO SHOW TREES

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY PERSONAL SUPERVISION AND THAT THE SURVEYING INSTRUMENTS USED WERE THE PROPERTY OF THE SURVEYOR AND WERE CALIBRATED BY A PROFESSIONAL SURVEYOR. I HEREBY CERTIFY THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT.

**KAREN E. STONE**  
REGISTERED SURVEYOR  
7285

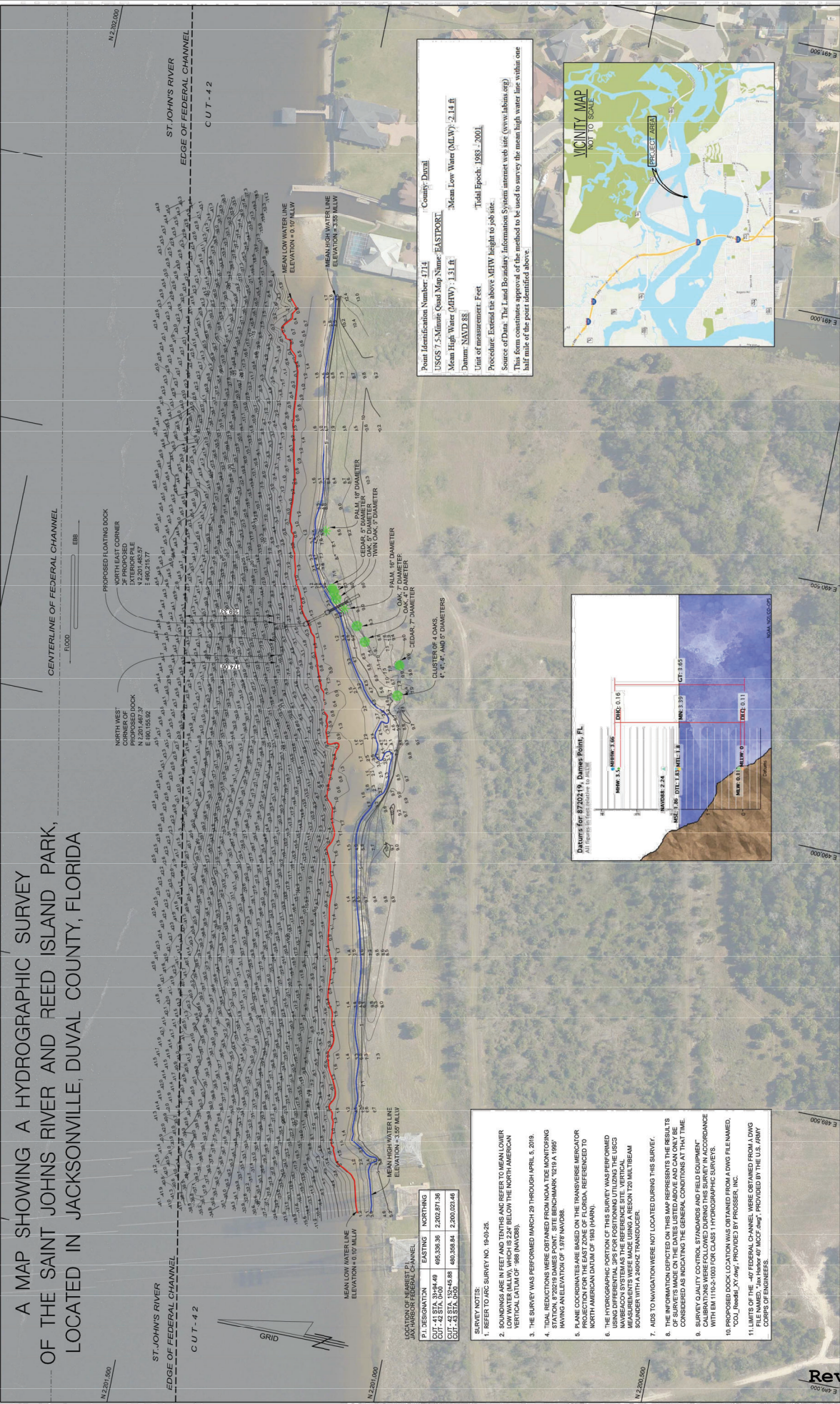
June 20, 2023

PROJECT NO.	18-03-25
FILE NO.	2023-25
SHEET	1 OF 1

**Revised Exhibit 1**  
**Rev Agmt**  
**2023 - NCSPHS**  
**Page 16 of 20**

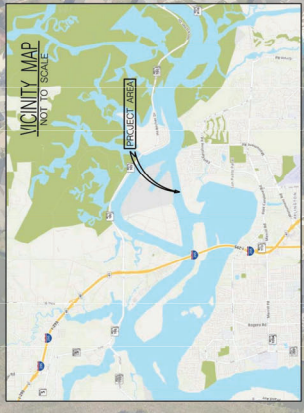
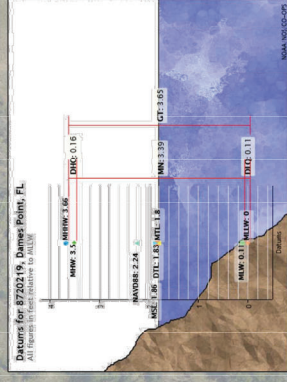


A MAP SHOWING A HYDROGRAPHIC SURVEY OF THE SAINT JOHNS RIVER AND REED ISLAND PARK, LOCATED IN JACKSONVILLE, DUVAL COUNTY, FLORIDA



P.I. DESIGNATION	EASTING	NORTHING
CUT-42 STA. 200	495,338.36	2,202,871.38
CUT-42 STA. 200	495,338.36	2,202,871.38
CUT-42 STA. 200	495,338.36	2,202,871.38
CUT-42 STA. 200	495,338.36	2,202,871.38

- SURVEY NOTES:**
1. REFER TO ARC SURVEY NO. 19-03-25.
  2. SOUNDINGS ARE IN FEET AND TENTHS AND REFER TO MEAN LOWER LOW WATER (MLLW), WHICH IS 224" BELOW THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
  3. THE SURVEY WAS PERFORMED MARCH 29 THROUGH APRIL 5, 2019.
  4. TOTAL SOUNDINGS WERE OBTAINED FROM NOAA TIDE MONITORING STATION, 8720219 DAINES POINT, SITE BENCHMARK, '0919 A, 1987 HAVING AN ELEVATION OF 1.977 NAVD83.
  5. PLANE COORDINATES ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE EAST ZONE OF FLORIDA, REFERENCED TO NORTH AMERICAN DATUM OF 1983 (NAD83).
  6. THE HYDROGRAPHIC PORTION OF THIS SURVEY WAS PERFORMED USING A CHIRP SONAR SYSTEM AS THE REFERENCE SITE. VERTICAL MEASUREMENTS WERE MADE USING A RESON 120 MULTIBEAM SONAR WITH AN ANGLE TRANSDUCER.
  7. AIDS TO NAVIGATION WERE NOT LOCATED DURING THIS SURVEY.
  8. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF THIS SURVEY AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT CONSIDERATION OF THE GENERAL CONDITIONS AT THAT TIME.
  9. CALIBRATION WERE FOLLOWED DURING THIS SURVEY IN ACCORDANCE WITH EM 1110-2-1003 OR CLASS 1 HYDROGRAPHIC SURVEY'S.
  10. PROPOSED DOCK LOCATION WAS OBTAINED FROM A DWG FILE NAMED, "COI\_ReedIsl\_AY.dwg", PROVIDED BY PROSSER, INC.
  11. LIMITS OF THE -407 FEDERAL CHANNEL WERE OBTAINED FROM A DWG FILE NAMED, "304 Reel 407 MCF.dwg", PROVIDED BY THE U.S. ARMY CORPS OF ENGINEERS.



Point Identification Number: 4714 County: Duval  
 USGS 7.5-Minute Quad Map Name: EASTPORT  
 Mean High Water (MHW): 3.31 ft Mean Low Water (MLW): 2.14 ft  
 Datum: NAVD 88  
 Unit of measurement: Feet  
 Tidal Epoch: 1989 / 2001  
 Procedure: Extend the above MHW height to job site.  
 Source of Data: The Land Boundary Information System internet web site (www.lahms.org)  
 This form constitutes approval of the method to be used to survey the mean high water line within one half mile of the point identified above.

DRAWN BY: M. SAWYER	DATE: 05/20/20
SCALE: 1" = 80'	CHECKED BY: R. SAWYER
	PROJECT NO.: 19-03-25
	SHEET: 1

Prepared For:  
**PROSSER, INC.**  
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 Jacksonville, Florida 32224

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 Jacksonville, Florida 32210  
 904-384-6571



Richard J. Sawyer, Deputy Registered Professional Surveyor  
 PSM  
 Richard J. Sawyer, Registered Professional Surveyor  
 1987-1990, 1991-1992, 1993-1994, 1995-1996, 1997-1998, 1999-2000, 2001-2002, 2003-2004, 2005-2006, 2007-2008, 2009-2010, 2011-2012, 2013-2014, 2015-2016, 2017-2018, 2019-2020, 2021-2022, 2023-2024

