

## **FIRST AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE**

This First Amendment to Agreement for Purchase and Sale 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 (“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 (“Buyer”).

### **RECITALS**

Seller and Buyer entered into that certain Agreement for Sale and Purchase (“Agreement”) regarding sale of property previously owned by Seller referred therein as the “Park Property.” The Agreement and the subsequent transfer of the Park Property described therein was authorized through City of Jacksonville Ordinance No. 2023-351-E adopted by the City Council and effective June 30, 2023.

Section 3.B of the Agreement, “Consideration for Conveyance,” sets forth several performance requirements for Buyer, which constitute the consideration for Seller’s conveyance of the Park Property. Further, Section 14 of the Agreement, “Right of Re-Entry Clause” provides certain remedies to Seller should buyer not execute the terms and conditions set out in Section 3.B of the agreement “within three (3) years of the closing date.”

In the interim since adoption of Ordinance No. 2023-351-E, JEA and JAXPORT have announced and will begin construction in 2025 of a major project to elevate and partially relocate existing electrical transmission lines and related towers (“JEA Project”) on and over lands owned by Buyer that are adjacent to the Park Property conveyed to Buyer in the Agreement. Construction of the JEA Project is estimated to require two to three years. JEA has requested and Buyer has agreed to provide JEA with temporary use of and access through the Park Property required to enable JEA to construct the JEA Project.

The JEA Project will entail major construction activities on the Buyer’s property adjacent to the Park Property as well as temporary impacts to the Park Property for access and staging for the JEA Project construction. Although the three year period of completion of all of the actions stated in Section 3.B of the Agreement has not yet expired, given the necessary impacts to Buyer’s adjacent property and Park Property where the JEA Project will be constructed and the use of the Park Property for access and staging for the construction of the JEA Project, extending the time for completion of the Section 3.B performance requirements contained in Section 14 of the Agreement is prudent and warranted.

Seller and Buyer therefore agree to the following First Amendment to Section 14 of the Agreement.

1. Section 14 of the Agreement is hereby amended to read as follows:

14. RIGHT OF RE-ENTRY CLAUSE. In the event the Buyer fails to execute the terms and conditions set forth in Section 3.B (ii-vi) within ~~three (3)~~ six (6) 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~~ Buyer 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. Johns 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 the 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.

2. The Agreement shall otherwise remain in full force and effect.

**SELLER:**

CITY OF JACKSONVILLE

\_\_\_\_\_  
DONNA DEGAN, MAYOR

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

Form Approved

\_\_\_\_\_  
Office of General Counsel

\_\_\_\_\_  
Date Signed by Mayor

**BUYER**

**HARBOUR WATERWAY SPECIAL DISTRICT**

---

RICARDO FORNOS  
CHAIR, BOARD OF SUPERVISORS

---

Witness as to Buyer

---

Witness as to Buyer

---

Date Signed by Buyer