

Prepared by and return to:

John K. Rice, Esq.
Gunster, Yoakley & Stewart, P.A.
1 Independent Drive, Suite 2300
Jacksonville, FL 32202

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT #24048

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT #24048 ("**Second Amendment**") is effective as of the 12th day of April 2024 ("**Effective Date**"), by and between the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida ("**City**") and **PUBLIX SUPER MARKETS, INC.**, a Florida corporation ("**Publix**"), whose mailing address P.O. Box 407, Lakeland, Florida 33802.

RECITALS

A. Development Agreement #24048 ("**Agreement**") is recorded at Book 10096, Page 1259 in the Official Records of Duval County ("**County**"), Florida;

B. The Agreement reserved traffic circulation capacity for 1,080,000 square feet of warehouse distribution space, categorized in the Institute of Traffic Engineers' Trip Generation Manual as ITE Code 110 (the "**Reservation**") for development of a 96 ± acre industrial site (the "**Site**") known as the Beaver Street Industrial Park (the "**Project**") as shown and described in **Exhibit A**, attached hereto;

C. In 2012, Publix acquired ~33.95 acres of property with Real Estate # 006829-9100 ("**Publix's West Parcel**") as described in **Exhibit B**) of the Site and was assigned 603,683.25 square feet of the Reservation for development of Publix's West Parcel;

D. In 2015, Publix amended and extended the Agreement's expiration date as to all parties to September 7, 2020, as described in the First Amendment To Development Agreement, which is recorded in the County's Official Record Book 17461 at Page 2270 (the "**First Amendment**");

E. In 2015, the City vacated a portion of General Avenue that was platted across Publix's West Parcel at the request of Publix, which changed the boundaries of Publix's West Parcel as described in **Exhibit C**;

F. Recently, Publix proposed to construct an approximately 369,780 square foot cold storage facility, which comports with the ITE Code 110 categorization, on Publix's West Parcel between 2024 and 2025;

G. To facilitate Publix's recent proposal, preserve its rights under the Agreement, and continue its efforts to develop Publix's West Parcel, Publix has proposed, and the City has agreed to extend and amend the Agreement's expiration date to September 28, 2031, as to Publix. Publix's Reservation and the Second Amendment will travel under (Second) Development Agreement #

24048 (Publix). No other requests are made in this Second Amendment and there are no adverse impacts associated with this request;

H. Following proper notice, as paid for by Publix, the public meeting for the Planning and Development Department Informational Workshop was held, and the required public hearings on this Second Amendment were held before the City Council pursuant to section 163.3225, Florida Statutes, and Chapter 655, Part 2, Ordinance Code; and

I. This Second Amendment is entered into pursuant to section 163.3237, Florida Statutes, which authorizes amendments to Agreements by mutual consent of the parties and pursuant to Chapter 655, Part 2, Ordinance Code. To the extent applicable, the exhibits required by the Ordinance Code, Sec. 655.205(h) are described in the following paragraphs or attached hereto as Exhibits,

NOW THEREFORE, in consideration of the covenants herein made and the performance thereof, the parties hereto agree as follows:

1. Recitals true. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Definitions of terms used in this Second Amendment. All proper terms appearing in this Second Amendment shall be defined as they are defined in the Agreement, unless otherwise specified here or in the First Amendment.

3. Amendment to duration of Agreement. Pursuant to section 163.3237, Florida Statutes, Sections 655.205 (g) and (h), Ordinance Code, and paragraph 6 of the original Agreement, as amended by the First Amendment, the City and Publix hereby amend the duration of the Agreement, as to Publix, to September 28, 2031 to accommodate Publix's continuing efforts to develop Publix's West Parcel.

4. Obligation of the parties. In consideration for the City's approval of this Second Amendment, Publix shall continue to pay to the City an annual fee each year this Second Amendment is in effect, beginning on the first anniversary of the effective date of the Second Amendment continuing on the same date of each year thereafter. The annual renewal fee due hereunder shall equal the application fee for a CRC not preceded by a CCAS, calculated based upon the remaining undeveloped enclosed industrial square footage granted for the Publix property for which a building permit has not been issued on each such anniversary date multiplied by (3) three. The CMMSO shall provide applicant with an annual written notice of the fee payment due hereunder and applicant shall have a period of thirty (30) days after its receipt of such notice from the CMMSO within which to pay such annual fee, provided, however, in no event shall such fee be due prior to the respective anniversary of the effective date of the original Agreement. If applicant fails to pay the annual renewal fee within thirty (30) days after its receipt of written notice from the CMMSO, then the City may terminate the remaining unused capacity reservations pursuant to the provisions set forth in paragraph 16 of the Agreement.

Pursuant to Sec. 655.205(h)(2)(viii), Ordinance Code, there are no additional impacts due to this Second Amendment to extend the duration of the Agreement.

5. All other terms remain in effect. Except as specifically modified herein, all other terms and conditions of the Agreement as set forth in the Agreement, as amended by the First Amendment, and as amended herein, shall remain in full force and effect.

6. Miscellaneous.

(a) Recording. This Second Amendment shall be recorded in the County's Official Records.

(b) Effective date. This Second Amendment shall be effective upon recording.

(c) Necessary procedures. The parties represent, warrant, and agree this Second Amendment has been entered into after compliance with all applicable procedures which relate to the adoption, execution, enforceability, and validity of this Second Amendment.

(d) Headings. The headings of the paragraphs in this Second Amendment are for convenience of the reader and do not control the meaning of any provision of this Second Amendment.

(e) Severability. If any part of this Second Amendment is finally found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Second Amendment shall continue to be enforceable.

(f) Exhibits. The following exhibits are attached hereto in response to information requested in Sec. 655.205, Ordinance Code:

- (i) Exhibit A: Legal Description and Agreement Site Plan
- (ii) Exhibit B: Original Legal Description of Publix's West Parcel
- (iii) Exhibit C: Current Legal Description and Map of Publix's West Parcel (RE# 006829-9100)
- (iv) Exhibit D: Permits Applied For Or Obtained To Date
- (v) Exhibit E: Sketch of Publix's West Parcel shown within Site

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WITNESSES:

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

CITY OF JACKSONVILLE, a body politic
and corporate of the State of Florida

By: _____
Donna Deegan
Mayor

ATTEST:

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

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this ____ day of _____, 2024, by Donna Deegan, Mayor, and
James R. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a municipal
corporation and political subdivision of the State of Florida, on behalf of the City, who is
personally known to me or has produced _____ as identification.

(SEAL)

Name: _____
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____

“APPLICANT”

PUBLIX SUPER MARKETS, INC.,
A Florida Corporation

William W Rayburn, IV

William W. Rayburn, IV
Vice President of Real Estate Assets

STATE OF FLORIDA
COUNTY OF Polk

Sworn to and subscribed before me this 12th day of April, 2024, by
William W. Rayburn, IV as VP of Real Estate Assets of Publix super markets,
inc., a Florida corporation, who is [] personally known to me, or who [] has produced
n/A a valid driver's license identification no.
n/A.

Vicki Brekke

Notary Public, State Of Florida

Name: Vicki Brekke

My Commission Expires: _____



VICKI BREKKE
Commission # HH 072020
Expires December 26, 2024
Bonded Thru Budget Notary Services

EXHIBIT A

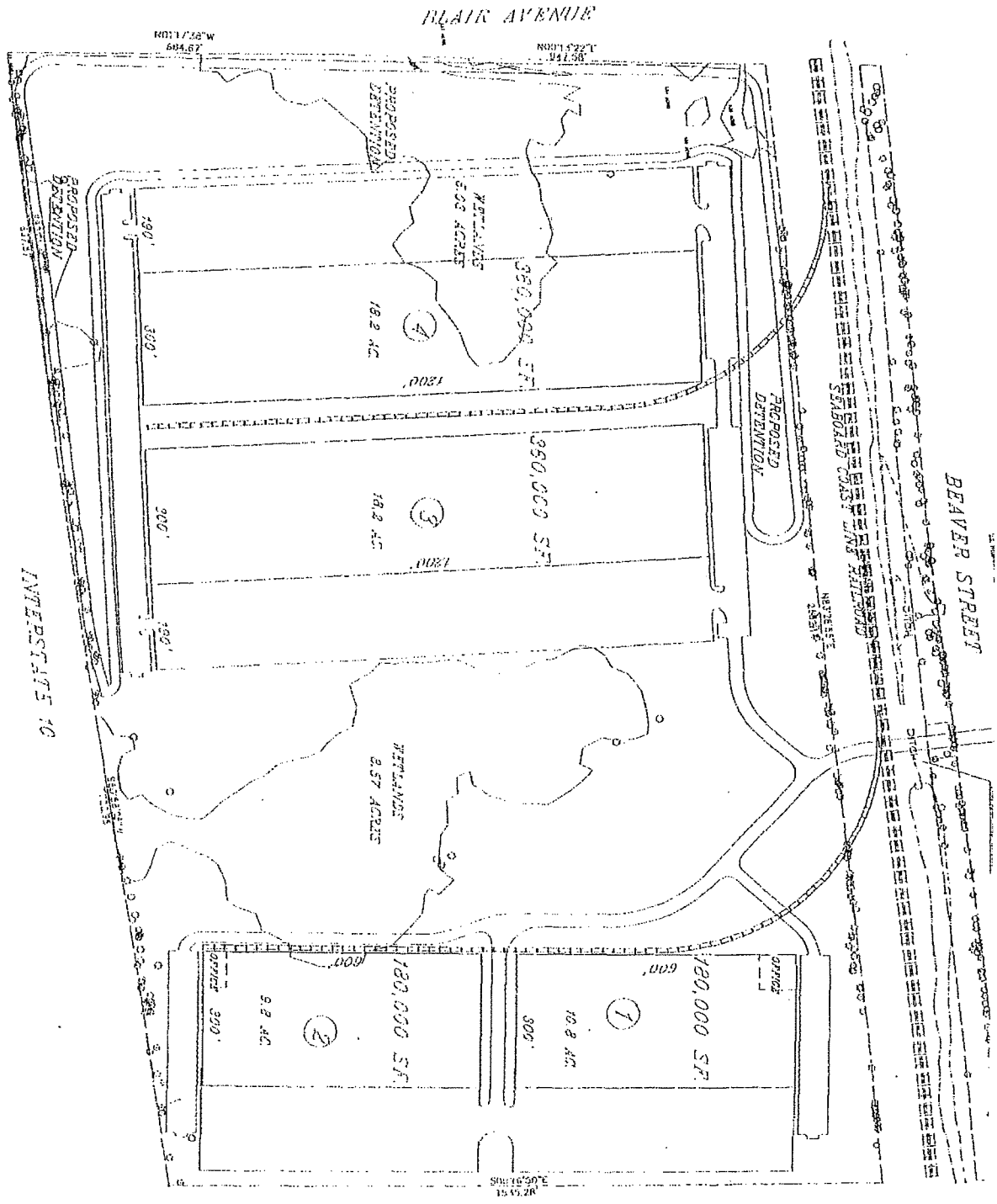
LEGAL DESCRIPTION AND AGREEMENT SITE PLAN

Part of Section 20, Township 2 South, Range 25 East, Duval County, Florida, more particularly described as follows:

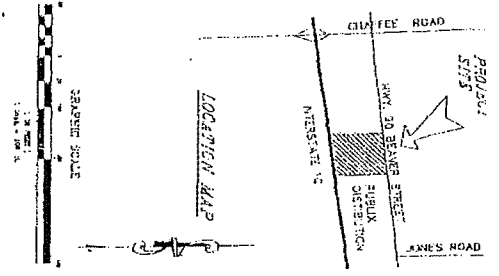
Blocks 10, 15, 19, and 20, White City Subdivision, as recorded in Plat Book 5, Page 71 of the current Public Records of Duval County, Florida, LESS AND EXCEPT the Easterly 80.00 feet of said Blocks 10 and 19; LESS AND EXCEPT that portion of said Blocks 15 and 20 lying within Blair Road Right of Way (an 80.00 foot Right of Way as now established); LESS AND EXCEPT that portion of said Blocks 19 and 20 lying within Seaboard Coast Line Railroad Right of Way (a 200.00 foot Right of Way as now established); together with all closed platted roadways lying within said lands;

TOGETHER WITH:

That part of Blocks 11 and 14, White City, as recorded in Plat Book 5, Pages 70 and 70-A of the current Public Records of Duval County, Florida, lying Northerly of the Northerly Right of Way line of Interstate No. 10, State Road No. 8 (a 300.00 foot Right of Way by State of Florida Department of Transportation Right of Way Map Section No. 72270-2401); LESS AND EXCEPT the Easterly 80.00 feet of said Block 11, LESS AND EXCEPT that portion of said Block 14 lying within Blair Road Right of Way (an 80.00 foot Right of Way as now established); together with all closed platted roadways lying within said lands.



(Site Plan)
**PATILLO INDUSTRIAL
 SITE BEAVER STREET**



SHEET NO. C-1	BEAVER STREET PROPERTY INTERSTATE 10 JACKSONVILLE, FLORIDA	Sheet Title SITE PLAN	PATILLO <small>2500 West Loop South, Houston, Texas 77025</small>	HOUSTON ENGINEERING, INC. CONSULTING & DESIGN ENGINEERS <small>615 E. BEAVER, SUITE 200, JACKSONVILLE, FLORIDA 32202</small>
	DATE: 11/17/88 DRAWN BY: [illegible] CHECKED BY: [illegible]			

EXHIBIT B

ORIGINAL LEGAL DESCRIPTION OF PUBLIX'S WEST PARCEL

A parcel of land lying in Section 20, Township 2 South, Range 25 East, Duval County, Florida, said parcel also being a portion of those lands as described in Official Records Book 13516, page(s) 1856 through 1858 of the public records of Duval County, Florida and being more particularly described as follows:

Begin at the Northeast corner of those lands as described in Official Records Book 13516, pages 1856 through 1858, of the public records of Duval County, Florida, said corner being 80.00 feet West and parallel to the West right of way line of Morgan Avenue and being a 5/8" iron rod identified as "LB 3101"; thence South 00°16'35" East, along the East line of said lands as described in Official Records Book 13516, pages 1856 through 1858, a distance of 1535.28 feet to a 5/8" iron rod no identification, said iron rod being the Southeast corner of said lands as described in Official Records Book 13516, pages 1856 through 1858; thence South 80°58'40" West, along said lands as described in Official Records Book 13516, pages 1856 through 1858, a distance of 861.49 feet; thence North 00°16'50" West, a distance of 176.21 feet to a point on a curve being concave Southwesterly and having a radius of 115.50 feet; thence Northwesterly along the arc of said curve through a central angle of 37°43'45", an arc distance of 76.06 feet, said curve being subtended by a chord bearing and distance of North 18°25'44" West, 74.69 feet; thence North 37°17'32" West, a distance of 133.64 feet; thence North 19°33'55" West, a distance of 99.19 feet; thence North 40°26'48" West, a distance of 49.36 feet to a point on a curve concave Southwesterly and having a radius of 73.00 feet; thence Northwesterly along the arc of said curve through a central angle of 35°40'23", an arc distance of 45.45 feet, said curve being subtended by a chord bearing and distance of North 59°18'41" West, 44.72 feet; thence South 88°36'39" West, a distance of 139.32 feet; thence North 02°50'14" West, a distance of 965.75 feet to the Southerly right of way line of General Avenue as recorded in Plat Book 64, pages 92 and 93, of the public records of Duval County, Florida; thence North 83°29'10" East, along said Southerly right of way line, a distance of 741.54 feet to the point of curvature of a curve concave Southwesterly and having a radius of 220.00 feet; thence Southeasterly along the arc of said curve through a central angle of 96°14'15", an arc distance of 369.53 feet, said curve being subtended by a chord bearing and distance of South 48°23'42" East, 327.59 feet; Thence South 00°16'35" East, along the Westerly right of way line of said General Avenue, a distance of 869.64 feet to the point of curvature of a curve concave Northwesterly and having a radius of 25.00 feet; thence Southwesterly along the arc of said curve through a central angle of 49°40'47", an arc distance of 21.68 feet, said curve being subtended by a chord bearing and distance of South 24°33'49" West, 21.00 feet to the point of reverse curvature of a curve concave Northerly and having a radius of 60.00 feet; thence Easterly along the arc of said curve through a central angle of 279°21'34", an arc distance of 292.54 feet, said curve being subtended by a chord bearing and distance of North 89°43'25" East, 77.65 feet to the point of reverse curvature of a curve concave Northeasterly and having a radius of 25.00 feet; thence Northwesterly along the arc of said curve through a central angle of 49°40'47", an arc distance of 21.68 feet, said curve being subtended by a chord bearing and distance of North 25°06'59" West, 21.00 feet; thence North 00°16'35" West, along the Easterly right of way line of said General Avenue, a distance of 869.64 feet to the point of curvature of a curve concave Southwesterly and having a radius of 280.00 feet; thence Northwesterly along the

arc of said curve through a central angle of $46^{\circ}31'00''$, an arc distance of 227.32 feet, said curve being subtended by a chord bearing and distance of North $23^{\circ}32'05''$ West, 221.13 feet to the point of reverse curvature of a curve concave Easterly and having a radius of 25.00 feet; thence Northerly along the arc of said curve through a central angle of $53^{\circ}53'39''$, an arc distance of 23.52 feet, said curve being subtended by a chord bearing and distance of North $19^{\circ}50'45''$ West, 22.66 feet to the point of reverse curvature of a curve concave Southwesterly and having a radius of 60.00 feet; thence Northwesterly along the arc of said curve through a central angle of $137^{\circ}56'39''$, an arc distance of 144.45 feet, said curve being subtended by a chord bearing and distance of North $61^{\circ}52'15''$ West, 112.01 feet to the point of reverse curvature of a curve concave Northerly and having a radius of 25.00 feet; thence Westerly along the arc of said curve through a central angle of $53^{\circ}53'39''$, an arc distance of 23.52 feet, said curve being subtended by a chord bearing and distance of South $76^{\circ}06'16''$ West, 22.66 feet to the point of reverse curvature of a curve concave Southerly and having a radius of 280.00 feet; thence Westerly along the arc of said curve through a central angle of $19^{\circ}33'55''$, an arc distance of 95.61 feet, said curve being subtended by a chord bearing and distance of North $86^{\circ}43'52''$ West, 95.15 feet to the North line of said lands as described in Official Records Book 13516, pages 1856 through 1858; thence North $83^{\circ}28'55''$ East, along said North line, a distance of 513.01 feet to the point of beginning.

EXHIBIT C

**CURRENT LEGAL DESCRIPTION &
MAP OF PUBLIX'S WEST PARCEL (RE #006829 9100)**

BEGIN at the Northeast corner of those lands as described in Official Records Book 13516, pages 1856 through 1858, of the public records of Duval County, Florida, said corner being 80.00 feet West and parallel to the West right of way line of Morgan Avenue and being a 5/8" iron rod identified as "LB 3101";

Thence South 00°16'35" East, along the East line of said lands as described in Official Records Book 13516, pages 1856 through 1858, a distance of 1535.28 feet to a 5/8" iron rod no identification, said iron rod being the Southeast corner of said lands as described in Official Records Book 13516, pages 1856 through 1858;

Thence South 80°58'40" West, along said lands as described in Official Records Book 13516, pages 1856 through 1858, a distance of 861.49 feet; Thence North 00°16'50" West, a distance of 176.21 feet to a point on a curve being concave Southwesterly and having a radius of 115.50 feet;

Thence Northwesterly along the arc of said curve through a central angle of 37°43'45", an arc distance of 76.06 feet, said curve being subtended by a chord bearing and distance of North 18°25'44" West, 74.69 feet;

Thence North 37°17'32" West, a distance of 133.64 feet;

Thence North 19°33'55" West, a distance of 99.19 feet;

Thence North 40°26'48" West, a distance of 49.36 feet to a point on a curve concave Southwesterly and having a radius of 73.00' feet;

Thence Northwesterly along the arc of said curve through a central angle of 35°40'23", an arc distance of 45.45 feet, said curve being subtended by a chord bearing and distance of North 59°18'41" West, 44.72 feet;

Thence South 88°36'39" West, a distance of 139.32 feet;

Thence North 02°50'14" West, a distance of 965.75 feet to the Southerly right of way line of General Avenue as recorded in Plat Book 64, pages 92 and 93, of the public records of Duval County, Florida;

Thence North 83°29'10" East, along said Southerly right of way line, a distance of 373.54 feet;

Thence, along the East line of said right of way, North 06°30'50" East, a distance of 60.00 feet, to a point on the North line of said right of way;

Thence, departing said right of way, North 83°29'10" East, a distance of 881.48 feet to the **POINT OF BEGINNING**.

Duval Map



EXHIBIT D

PERMITS APPLIED FOR OR OBTAINED TO DATE

1. **Permit #4-031-67327-4** **ERP Standard General (40C) Permit Modification.
Beavers Street Project**

Modification to sequence 2 for previously permitted mitigation and associated conservation easement area due to existence of 60' sanitary sewer easement along the southern property line.

Date Issued: 10/10/2012

Expiration Date: 10/10/2014

Status: Completed

2. **Permit #4-031-67327-2** **ERP Standard General (40C) Permit Modification.
Beavers Street Project**

The proposed activity involves the change of mitigation from on-site creation to a regionally significant mitigation bank to allow for more contiguous development area and to provide a more ecologically significant overall mitigation option.

Date Issued: 04/21/2005

Expiration Date: 04/21/2010

Status: Completed

3. **Permit #4-031-67327-1** **ERP Individual (40C) Permit for Beavers Street
Industrial Park at 1-10**

This permit was issued for the construction of a commercial development with associated parking and stormwater treatment facilities.

Date Issued: 03/13/2001

Expiration Date: 03/13/2006

Status: Completed

4. **Permit# SAJ-2000-3632 (IP-MMS)** **Department of the Army Permit**

This permit was issued for the authorization to fill 4.04 acres of Corps jurisdictional wetlands for the construction of an industrial park.

Date Issued: 05/23/2001

Expiration Date: 5/08/2006

Status: Complete

EXHIBIT E:

**SKETCH OF PUBLIX'S WEST PARCEL
(RE # 006829 9100) SHOWN WITHIN SITE**

