

LEASE
BETWEEN
FRONT PORCH COMMUNITIES AND SERVICES, as Tenant

and
THE CITY OF JACKSONVILLE, FLORIDA, as Landlord

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**LEASE
BETWEEN
FRONT PORCH COMMUNITIES AND SERVICES
AND
THE CITY OF JACKSONVILLE, FLORIDA**

THIS LEASE (the “**Lease**”) is made and entered into as of _____, 2020, by and between the CITY OF JACKSONVILLE, FLORIDA, a Florida municipal corporation and political subdivision of the State of Florida (“**Landlord**”) and FRONT PORCH COMMUNITIES AND SERVICES, a California non-profit public benefit corporation (“**Tenant**”).

RECITALS:

A. Landlord owns that certain real property, together with all facilities and improvements thereon and appurtenances thereto, described on the legal description and drawings attached hereto as Exhibit A (the “**Premises**”). The Premises consist of approximately 55 acres of land containing 92 residential dwelling units and related buildings and improvements.

B. Landlord and Tenant (which was formerly known as The Internext Group) previously entered into that certain Sublicense Agreement for the Premises, dated on or about May 8, 2000 (the “**Sublicense**”). Thereafter, the Sublicense was assigned to Cecil Pines, Inc., an affiliate of Tenant. Cecil Pines, Inc. was subsequently merged into Tenant with Tenant being the surviving entity. As such, Tenant is the sole “Lessee” under the Sublicense.

C. Landlord’s property interest at the time of entering into the Sublicense was as a Licensee under that certain License between the United States of America (the “**Government**”), acting by and through the Department of the Navy, dated November 10, 1999 (the “**License Agreement**”). Landlord has since acquired the Premises, along with other property, from the Government pursuant to that certain Quitclaim Deed dated September 12, 2000, including Exhibits, recorded at Book 9784, Page 2033, public records of Duval County, Florida, a copy of which is attached hereto as Exhibit B (the “**Deed**”). The Premises were formerly part of the Cecil Field Naval Air Station (now known as, and hereinafter referred to as, the “**Cecil Commerce Center**”) which had been declared surplus property.

D. The parties desire to enter into a new lease agreement for the Premises upon the terms and conditions contained in this Lease, and to terminate the Sublicense.

NOW THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, Landlord and Tenant hereby agree as follows:

1. **PREMISES.**

Landlord does hereby lease and rent to Tenant, and Tenant does hereby lease and rent from Landlord the Premises, together with the nonexclusive right of ingress to and egress from the Premises over and across adjacent or nearby roads, including but not limited to D Avenue and Sixth Street, as shown on Exhibit A, which lead to a reasonably convenient public road 103rd Street.

2. DEED RESTRICTIONS

2.1. Landlord and Tenant acknowledge that the Premises are a portion of the Cecil Commerce Center, and that Landlord took title to the Premises subject to certain deed restrictions as set forth in the Deed, and that this Lease is subject to any and all restrictions contained in the Deed.

3. TERM AND RELATED MATTERS.

3.1. Term. This Lease shall be for a term of ten (10) year(s) (as the same may be extended, the “**Lease Term**”) beginning on June 1, 2020 (the “**Commencement Date**”) and ending on May 31, 2030, unless sooner terminated in accordance with the provisions of this Lease. Each twelve-month period during the term hereof, commencing on the Commencement Date, or anniversary thereof, shall be a “**Lease Year.**”

3.2. Options to Extend. Tenant shall have two consecutive options to extend the Lease Term hereof for a period of five (5) years each upon the same terms and conditions set forth herein; provided that Tenant shall notify Landlord of its exercise of an option at least one hundred eighty (180) days prior to the end of the then current Lease Term.

3.3. Termination of Prior Agreements. Effective on the Commencement Date, the Sublicense and Cecil Pines Lease shall terminate and the Security Deposit referenced in Paragraph 6.7 of the Sublicense in the amount of \$20,000 which is currently being held by Landlord shall be deemed to be the Security Deposit under this Lease.

4. USE OF PREMISES.

4.1. Use. The Premises shall be used continuously throughout the Lease Term for the Permitted Uses as set forth in Paragraph 4.2 hereof. No other use of the Premises may be exercised by Tenant without the prior written consent of Landlord.

4.2. Permitted Uses. The “**Permitted Uses**” of the Premises are to establish and operate a senior living residential community (the “**Community**”) for active adults, 55 years of age and older (“**Qualified Residents**”). Individual housing units within the Community shall be leased to Qualified Residents and their families. Tenant shall continuously lease, and/or market and make available for lease, the housing units located in the Community to Qualified Residents. Tenant may also offer or provide such ancillary services to the residents of the Community as Tenant from time to time determines to be necessary, appropriate or desirable for the convenience, safety and the general well-being of the Community, including by way of example, transportation, security, emergency call system, exterior and interior home maintenance, landscape maintenance, and coordination of leisure and recreational services.

5. DISCLOSURE STATEMENT, RIGHTS OF WAY, AND EASEMENTS.

5.1. Disclosure Statement. Tenant acknowledges that the Premises constitutes a portion of the Cecil Commerce Center, and, as such, is part of a planned aviation, industrial, recreational, commercial and residential development and agrees to so inform all tenants and/or prospective

tenants of Tenant and to cause each subtenant and or tenant to sign and deliver to Landlord a Disclosure Statement and Waiver in the form of Exhibit C.

5.2. Easements. This Lease is subject to all outstanding easements and rights-of-way for any purpose with respect to the Premises. Landlord, its successors, or assigns, reserves the right to grant additional easements and rights-of-way with respect to the Premises, including pipes, wires, lines and facilities serving other areas of Cecil Commerce Center, provided such right is exercised in a manner which does not unreasonably interfere with Tenant's conduct of its business on the Premises. The holders of such easements and rights-of-way, present or future, shall have reasonable rights of ingress and egress over the Premises in order to carry out the purpose of the easements. These rights may also be exercised by workers engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located on the outgrants and by any federal, state or local official engaged in the official inspection thereof.

6. RENT AND DEPOSIT.

6.1. Minimum Annual Rent. Tenant agrees to pay, during initial term and any extended term of this Lease, beginning with the first month after the Commencement Date, the sum of One Hundred Twenty Thousand and no/100 (\$120,000) Dollars per year subject to adjustment as set forth below (the "**Minimum Annual Rent**"), without any deduction, offset, prior notice or demand whatsoever except as specifically set forth in this Lease, which sums shall be payable in advance as follows:

Minimum Annual Rent shall be paid, in cash, in twelve (12) equal monthly installments ("**Minimum Monthly Rent**"), the first installment of which shall be paid on the first day of the month after the Commencement Date and each remaining installment to be paid on or before the same day of each month thereafter.

6.2. Minimum Annual Rent Adjustment. Beginning on the first day of the second Lease Year and on the first day of each Lease Year thereafter, the Minimum Annual Rent shall be increased by a sum equal to three (3%) percent of the Minimum Annual Rent paid by Tenant for the immediately preceding Lease Year.

6.3. Percentage Rent. In addition to the Minimum Annual Rent specified above, and as part of the total consideration to be paid by Tenant hereunder, Tenant shall pay to Landlord additional percentage rent (hereinafter referred to as "**Percentage Rent**") within fifteen (15) days following the end of each calendar month during the Lease Term which shall be equal to the amount, if any, by which the sum of fourteen (14%) percent of Tenant's "Residential Rental Revenues" (as hereinafter defined) for such month exceeds the Monthly Minimum Rent paid for such month. Within ninety (90) days following the end of each Lease Year, an adjustment shall be made between Tenant and Landlord so that the amount of rent payable and paid by Tenant for such Lease Year (the "**Total Annual Rent**") shall be the greater of (i) the Minimum Annual Rent, or (ii) a sum equal to twenty (14%) of the Residential Rental Revenues of Tenant for such Lease Year.

(a) "**Residential Rental Revenues**" shall mean the amount received by Tenant from residents of the Community as rent for their individual housing units. Residential

Rental Revenues shall include sums or fees paid for occupancy of the housing units even if the monies paid are not specifically called “rent.”

- (b) The following shall be specifically excluded from “Residential Rental Revenues”:
- (i) all sums collected by Tenant from and paid by residents of the Community for sales, use and excise taxes on sales and rentals at the Community, where such taxes are both added to the selling price or charge, stated separately, and paid directly to the taxing authority by Tenant or Landlord;
 - (ii) all sums collected by Tenant from residents of the Community as fees or charges for ancillary services provided by the Community to its residents including, by way of example, transportation, security services, emergency call systems, interior and exterior home maintenance, landscaping maintenance, leisure and recreational services, the coordination of health services and other similar services that Tenant from time to time institutes for the benefit of the Community and/or its residents.
 - (iii) Deposits of any kind, provided that Tenant carries said deposits on its accounting records and books as a liability owed to the depositor. In the event a depositor breaches or defaults on a deposit agreement for which said deposit was placed, the deposit may be transferred to Tenant without constituting “Residential Rental Revenue” unless the transfer of the deposit is allocated to or represents the payment of unpaid rent;
 - (iv) All sums received by Tenant in connection with the sale and/or transfer of the Premises, including any assignment of the Lease; and
 - (v) all sums (such as late fees or interest) collected from residents of the Community on account of late payment of rent (but not any late rent itself which is received).
- (c) Notice of Increases. Tenant shall advise Landlord, in writing of any increases in rents or deposits prior to assessing same against any of its tenants.
- (d) Monthly Statements. On or before the thirtieth (30th) day of each calendar month during the term hereof Tenant shall deliver to Landlord along with its percentage rent payment, if any, a written statement, signed and verified for accuracy by Tenant, showing the amount of Tenant’s Residential Rental Revenue for the preceding calendar month (the “**Monthly Statements**”).
- (e) Annual Statements. On or before one hundred twenty (120) days following the end of each Lease Year and on the sixtieth (60th) day following the last day of the term of this Lease, Tenant shall deliver to Landlord a statement certified as being true and correct to the best knowledge of a responsible accounting representative of Tenant (herein called the “**Annual Statement**”) showing in reasonable detail on a Lease Year basis the information required to be furnished in the Monthly Statements regarding Residential Rental Revenues for the preceding Lease Year.

The acceptance by Landlord of monies paid to Landlord by Tenant as Percentage Rental based upon any monthly or annual statement furnished by Tenant shall not be an admission of the accuracy of said statement.

- (f) Records. Tenant shall, with respect to business done on the Premises, keep true and accurate accounts, records, books and dates (hereinafter called “**Records**”) in a form reasonably satisfactory to Landlord which shall show a breakdown of Residential Rental Revenues received monthly from the residents of the Community.
- (g) Inspection of Records; Audit. Landlord shall be entitled to question the accuracy of any Monthly Statement furnished by Tenant hereunder during any particular Lease Year for a period of one hundred eighty (180) days after the conclusion of such Lease Year. For such purpose, Tenant shall keep safe and intact for at least one hundred eighty (180) days after the end of each Lease Year all of Tenant’s Residential Rental Revenue records. Tenant shall upon request make such Residential Rental Revenue records available to Landlord, its employees, agents and representatives for examination at any reasonable time for one hundred eighty (180) days after the end of the Lease Year to which such records relate. Upon written request by Landlord, Tenant agrees to promptly furnish Landlord with a copy of any such records for the reasonable costs of producing same.

Landlord may, once in any Lease Year, and once not later than one (1) year after the expiration or earlier termination of this Lease, cause an audit of Tenant’s Residential Rental Revenues be made by an independent certified public accountant of Landlord’s selection. If such audit reveals that the Residential Rental Revenues reported by Tenant for such Lease Year are more than five (5%) less than the Residential Rental Revenues shown by such audit, Tenant shall promptly also pay the reasonable costs of such audit. Otherwise, the cost of such audit shall be paid by Landlord. To the extent that Landlord is legally allowed to do so, all information obtained by Landlord incident to any audit conducted pursuant to this Lease shall be kept confidential.

- (h) Percentage Rent During Default. For the purpose of computing Percentage Rent, the Residential Rental Revenues, for any time when Tenant does not continuously and uninterruptedly conduct its business as required herein, shall be deemed to be the greater of the Residential Rental Revenues from the Premises: (i) during such period, or (ii) during the corresponding period of the last Lease Year when Tenant was not in default.
- (i) Percentage Due Landlord upon Sale. In the event of the assignment of this Lease or a sublet of all or substantially all of the Premises by Tenant to a third party that is not an Affiliate of Tenant, Tenant will pay to Landlord the following: (i) in the case of any assignment, 50% of the cash and other consideration received by Tenant for such assignment (but not for any other assets of Tenant) if the closing of such assignment occurs during the first Lease Year after the Commencement Date, 40% of such amount if the closing of such assignment occurs during the

second Lease Year after the Commencement Date, 30% of such amount if the closing of such assignment occurs during the third Lease Year after the Commencement Date, 20% of such amount if the closing of such assignment occurs during the fourth Lease Year after the Commencement Date, and 14% of such amount if the closing of such assignment occurs during or after the fifth Lease Year after the Commencement Date; and (ii) in the case of a sublease, 50% the sublease rent and other consideration received by Tenant for such sublease (but not for any other assets of Tenant) in excess of the rent and other charges payable by Tenant under this Lease and the out of pocket costs (including without limitation brokerage commissions and attorneys' fees) incurred by Tenant with respect to such sublease if the closing of such sublease occurs during the first Lease Year after the Commencement Date, 40% if the closing of such sublease occurs during the second Lease Year after the Commencement Date, 30% if the closing of such sublease occurs during the third Lease Year after the Commencement Date, 20% if the closing of such sublease occurs during the fourth Lease Year after the Commencement Date, and 14% if the closing of such sublease occurs during or after the fifth Lease Year after the Commencement Date, which shall be payable as the sublease rent is paid and with the understanding that out of pocket costs shall be deducted evenly over the term of the sublease. The payment of the percentage to the Landlord will be a continuing obligation and will apply to all subsequent assignments and applicable transfers. Such consideration for purposes of calculating the payment due Landlord shall not include any value related to the assignee's assumption of leasehold obligations under this Lease accruing from and after the effective date of the assignment or transfer, such as the obligation to pay rent. If this Lease is assigned or transferred to an Affiliate of Tenant, the subsequent sale of more than fifty percent (50%) of the stock or ownership interests in such Affiliate or the merger of such Affiliate with or to another entity not affiliated with Tenant shall constitute an assignment of this Lease for purposes of this Section 6.3(b)(i).

6.4. Late Charge. A charge of five (5%) percent of the currently-due monthly rental installment shall be charged to Tenant as a penalty if the monthly rental installment is not paid within ten (10) days of its due date.

6.5. Cost to Restore. Tenant shall also pay to Landlord promptly on demand any sum which may have to be expended after the expiration or termination of this Lease resulting from Tenant's failure to comply with its obligations under Section 9.5 hereof.

6.6. Payment Address. Payment of Tenant's Percentage Rent due shall be made payable to Landlord and forwarded by Tenant direct to Landlord at the address set forth in this Lease.

6.7. Deposit. The parties agree that the Security Deposit under the Sublicense shall upon the Commencement Date automatically become the Security Deposit under this Lease. The Security Deposit shall be retained by Landlord for the Lease Term, and for sixty (60) days after the termination of this Lease for whatever cause, and at such time, provided that Tenant demonstrates that it was actually paid, the Security Deposit will be returned to Tenant less and except (i) any amount deducted by Landlord to cure an Event of Default as provided at Paragraph

25.3, or (ii) any amount due and owing by Tenant to Landlord at the termination of this Lease, including the cost to Landlord (as reasonably estimated by Landlord) of restoring the Premises to the condition called for under the terms hereof.

7. ASSIGNMENT OR SUBLETTING.

7.1. Assignment or Subletting. Except as provided herein Tenant shall not transfer or assign this Lease or any interest therein or any property on the Premises, or sublet the Premises or any part thereof or any property thereon, or grant any interest, privilege, or license whatsoever in connection with this Lease (collectively such transfer, assignment, sublease or grant of interest, privilege or license referred to herein as an “**Assignment**”), other than to an Affiliate, without Landlord’s prior written consent. Notwithstanding any contrary provision of this Lease, Tenant is authorized, in its discretion, to sublease individual housing units and living quarters to persons and families who will reside therein, without obtaining the consent or approval of Landlord. Tenant is further authorized, without Landlord’s prior written consent, to contract with Affiliates or third parties to provide any service for the residents of the Community deemed necessary or desirable by Tenant. “**Affiliate**” shall mean any individual, association, trust or other entity directly or indirectly (1) controlling Tenant, controlled by Tenant, or under common control with Tenant; (2) any entity resulting from the merger or consolidation with Tenant or to any entity that acquires all of Tenant's assets as a going concern of the business that is being conducted on the Premises, as long as the assignee or sublessee is a bona fide entity and assumes the obligations of Tenant. For purposes of the foregoing, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity or individual, whether through ownership of voting securities, by contract or otherwise.

7.2. Qualified Facility Operator. Notwithstanding the foregoing, Tenant may, with the prior written consent of Landlord which shall not be unreasonably withheld or delayed, assign this Lease or sublease the Premises, provided the proposed assignee or sublessee: (i) is a Qualified Facility Operator (as defined below); or (ii) covenants and agrees with Landlord to retain for the Lease Term a Qualified Facility Operator reasonably approved by Landlord to have full control over the senior living residential facility at the Premises (the “**Facility**”). A “**Qualified Facility Operator**” means a person or entity, which in the reasonable opinion of Landlord, possesses the experience, qualifications, good reputation, financial resources and adequate personnel necessary or appropriate for the proper operation of the Facility in a manner consistent with the quality, character, reputation and economic viability of the Facility and the requirements of this Lease. Upon any permitted assignment to operate the Facility, the assignee shall expressly assume in writing, all of the obligations of Lessee under this Lease with respect to the operation of the Facility, in a form of assignment and assumption agreement reasonably approved by the Lessor.

7.3. Occupancy Agreements. All agreements authorizing any person or entity to occupy, reside upon, or utilize any part of the Premises must contain provisions (1) recognizing the rights of Landlord under this Lease and allowing Landlord the right to reasonably exercise same with respect to that part of the Premises covered by the Assignment; (2) subjecting such person or entity to all existing and permitted future easements and rights-of-way; and (3) restricting such person’s activities on the Premises to the required and permitted uses as set forth in this Lease.

7.4. Terms Applicable to Sublease. Any sublease granted by Tenant shall be consistent with the terms and conditions of this Lease and shall terminate prior to or immediately upon the expiration or any earlier termination of this Lease, without any liability on the part of Landlord to Tenant or any subtenant, except as specifically provided in this Lease. No sublease shall relieve Tenant of any of its obligations hereunder. Every sublease granted by Tenant shall be subject to, and shall be deemed to contain, the Environmental Protection provisions set forth in Paragraph 11.

7.5. Conflict with Lease. Should a conflict arise between the provisions of this Lease and a provision of any sublease granted by Tenant, the provisions of this Lease shall take precedence. Upon its execution, a copy of each sublease granted by Tenant shall immediately be furnished to Landlord.

7.6. Release. Upon the effective date of any assignment of this Lease to a Qualified Facility Operator or an Affiliate, Tenant shall be released of all obligations arising under this Lease accruing from any after such effective date.

8. CONDITION OF PREMISES.

8.1. Waiver of Warranties. It is understood and agreed that the Premises, including all housing units and other buildings or structures located on the Premises, are leased in an “as is, where is” condition, and Tenant expressly waives all warranties as to the Premises, whether implied by this or any other writing or representation, as well as all warranties provided by law. This waiver applies to all warranties of any nature, express or implied, including without limitation warranties of fitness for a particular purpose or use or otherwise. Tenant expressly waives any and all such warranties with respect to all defects, whether apparent or latent, visible or not, and regardless of whether Tenant is presently aware of such defects. This waiver of warranty extends to all defects, even if the defect or defects render the property absolutely useless, or so inconvenient and imperfect that Tenant would not have leased it had Tenant known of the defect. Tenant has examined the property thoroughly and is fully satisfied with its condition. Tenant has read and understands the foregoing waiver of warranty, the waiver has been pointed out and explained, and any questions or doubts Tenant has concerning the same have been answered satisfactorily. Landlord and Tenant acknowledge and stipulate that the rental was negotiated and agreed upon after consideration of the waiver of warranty herein set forth.

8.2. Environmental Baseline Survey Reports. Tenant acknowledges that the Government has prepared an Environmental Baseline Survey (“**EBS**”) which sets forth the existing environmental conditions of Cecil Commerce Center, including the Premises and a Finding of Suitability to Transfer (“**FOST**”) which set forth the basis for the Government’s determination that Cecil Commerce Center, including the Premises were suitable for transfer to Landlord. Tenant will notify each subtenant of the existence of the notifications contained in the EBS and FOST and shall comply with all restrictions set forth therein. The EBS and FOST are attached as Exhibit D to this Lease and made a part of this Lease and Tenant shall keep a copy available on the Premises for inspection by any subtenant.

8.3. Alterations. No additions to or alterations of (collectively, “**Alterations**”), the Premises, including ground excavation, shall be made without the prior written consent of the

Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant acknowledges that Landlord has advised Tenant that any such consent shall be granted or denied by the City Engineer, City of Jacksonville, Florida, and any request for such consent shall be sent to the City Engineer, c/o Landlord. Landlord agrees to approve or deny Tenant's request for consent to any Alterations within thirty (30) days after Landlord's receipt of the request together with such plans or other information as is reasonably necessary to evaluate such request. If Landlord does not approve or deny such request within the thirty (30) day period, such request will be deemed approved. In the event of the approval of the request, Landlord will indicate whether Tenant will be obligated to remove such Alterations upon expiration or termination of this Lease. Tenant shall have no obligation to remove such Alterations if the same have been deemed approved as specified above. Tenant acknowledges and agrees that Landlord's approval of Alterations shall not eliminate the need for Tenant to obtain permits and approvals from the City of Jacksonville building department, as applicable. All such work shall be done in a workmanlike manner and be subject to the requirements of all state and local building codes. Upon expiration or termination of this Lease, to the extent directed by Landlord, Tenant or its subtenants shall either:

- (a) Promptly remove all Alterations made or installed without the consent (or deemed consent) of Landlord (if such consent was required) or which were previously indicated by the Landlord to be removed at the time Landlord consented to such Alterations, and repair any damage to the Premises caused by such removal, reasonable wear and tear excepted; or
- (b) Abandon such Alterations in place, at which time any interest of Tenant in such Alterations shall cease and terminate. Provided in either event all personal property and trade fixtures of Tenant or any third party may be removed and Tenant or such third party shall repair any damages to the Premises resulting from such removal.
- (c) All matters of ingress, egress, contractor haul routes, construction activity and disposition of excavated material, in connection with the Lease herein granted, shall be coordinated with and reasonably approved by Landlord. All excavation and construction activity shall be accomplished during periods (including hours of the day) acceptable to Landlord, in the exercise of its reasonable discretion.
- (d) No signs, antennae, or similar improvement shall be erected unless it complies with all FAA Rules and Regulations to the extent applicable and prior written consent of Landlord has been obtained, which consent shall not be unreasonably withheld or delayed.

Notwithstanding anything contained in this Section 8 to the contrary, Tenant may make Alterations to the dwelling units at the Premises without Landlord's consent provided that such Alterations: (i) are consistent with the Permitted Uses, (ii) are not structural in nature, (iii) do not adversely affect the value of the applicable dwelling unit(s) at the Premises, and (iv) do not materially change the exterior appearance of the applicable dwelling unit(s) at the Premises ("**Permitted Alterations**"). Landlord acknowledges and agrees that commercially reasonable repairs and maintenance of the dwelling units at the Premises are not Alterations for which Landlord approval is necessary.

9. MAINTENANCE OF PREMISES.

Except as otherwise provided herein, Tenant shall perform ordinary maintenance of the Premises, including the housing units and all buildings and structures located on the Premises pursuant to the following:

9.1. Net Lease. It is understood and agreed that this is a net lease. It is the intention of the parties that Landlord shall receive all rentals payable hereunder free from all impositions upon or by reason of the Premises, except as may be specifically assumed herein by Landlord or as otherwise specified herein. All expenses and charges required to be paid to maintain the Premises shall be the responsibility of Tenant, except as may be specifically assumed herein by Landlord or as otherwise specified herein.

9.2. Maintenance. Except as otherwise provided in this Lease, throughout the Lease Term, Tenant shall use its discretion, to be exercised in a commercially reasonable manner, to maintain the Premises in a good, orderly, and safe condition and state of repair consistent with its current condition, including, without limitation, all repairs, renovations, or reconstruction for all housing units and other buildings within the Premises as well as the plumbing, heating, air conditioning, walls, floors, roofs, weather tightness, structural supports and foundations of each building and any personal property which may be permanently attached thereto during the Lease Term; ground maintenance (including grass cutting, shrub trimming, and tree removal) to provide reasonable protection from fire hazards or erosion; mitigation of safety and health hazards; pest control; and refuse removal for the Premises. Notwithstanding the foregoing, the maintenance and repair obligations herein shall not apply to any unoccupied unit or structure that Tenant designates for demolition pursuant to Landlord's prior approval after such unit or structure is approved for demolition by Landlord; provided, however, Tenant must demolish such unit or structure within a reasonable amount of time and before it becomes unsightly. Except as specified in Paragraph 9.6, Tenant will not be responsible for the maintenance or repair of: (a) street lights located within the Premises, and (b) roads, streets, driveways, sidewalks, and accessways within the Premises.

9.3. Cost of Maintenance. All maintenance, repair and reconstruction that Tenant is obligated to perform under this Lease shall be at Tenant's sole cost and expense. All maintenance and repair shall be done only by qualified and experienced engineers, contractors, carpenters, electricians, painters, mechanics or others selected by Tenant which may include Tenant's maintenance staff.

9.4. Self-help by Landlord. If Tenant has failed to properly maintain the Premises in the manner required under this Lease and Landlord reasonably determines that certain maintenance or repair is required, Landlord shall give Tenant written notice of the maintenance or repair which is required. Tenant shall have a period of fifteen (15) days to either (i) begin the required repair or maintenance, or (ii) apply by written notice to Landlord for a reconsideration of the required repair or maintenance. If after reconsideration Landlord continues to require such maintenance or repair, then Tenant shall have a period of fifteen (15) days thereafter to begin the required repair or maintenance. If Tenant fails to make the repair or maintenance or diligently pursue the same, then Landlord may (but shall not be obligated to) make such repair or

maintenance at the expense of Tenant and the expense thereof incurred by Landlord shall be collected as additional rent in the next installment of rent falling due.

9.5. Condition of Premises upon Termination. Tenant covenants and agrees that it will not damage the Premises but will take the same care thereof which a prudent person would take of his own property; and, upon termination and/or expiration of this Lease, Tenant will surrender and deliver up the Premises to Landlord in the same condition in which they existed at the commencement of this Lease, subject to such Alterations as are mutually agreed to or otherwise herein permitted, normal depreciation, wear and tear, and damage due to casualty, excepted.

9.6. Road Repair and Street Light Work. Landlord shall be responsible for the maintenance and repair of the street lights, roads and related road infrastructure within the Premises (collectively, the “**Roads and Streetlights**”). The parties acknowledge that the Roads and Streetlights are in need of significant repairs and improvements (the “**Road Repair and Streetlight Work**”). The Road Repair and Streetlight Work may include road repaving or resurfacing, re-striping of the roads, repairs or improvements to the drainage systems that serve such roads, and repair and replacement of streetlights. Notwithstanding the foregoing, subject to the following, Tenant shall perform the Road Repair and Streetlight Work on behalf of Landlord, which may be completed in one or more phases as follows:

(a) The cost and scope of work for each phase Road Repair and Streetlight Work within the Premises will be subject to the reasonable approval of Landlord, with the cost being based upon not less than three (3) qualified and competitive fixed price bids obtained by Tenant.

(b) Following such approval, Tenant shall contract for and pay for the Road Repair and Streetlight Work; provided that Tenant shall have no obligation to contract and pay for any Road Repair and Streetlight Work that is not subject to rent credit as set forth in Paragraph 9.6(c) below, although it may elect to do so.

(c) Beginning with the first monthly payment of Minimum Monthly Rent and monthly Percentage Rent (together, the “**Monthly Rent**”) due following completion of any phase of the Road Repair and Streetlight Work, the cost of such work, subject to the Rent Credit Cap (as defined below), shall be credited against the Monthly Rent payments next coming due hereunder (the “**Road Repair and Streetlight Rent Credit**”). Tenant shall provide Landlord with reasonably detailed backup documentation evidencing the costs paid by Tenant for the Road Repair and Streetlight Work upon completion of each phase of such work. The Road Repair and Streetlight Rent Credit shall be divided by the number of calendar months remaining in the Lease Term (including any option period for any option that has then been exercised) at the time of completion of and final payment for each phase of Road Repair and Streetlight Work and the resulting quotient shall be credited against the Monthly Rent for the remainder of the Lease Term (excluding any option period that has not then been exercised). For example, if the final cost of such phase of Road Repair and Streetlight Work is \$500,000, no prior credits have been received for prior phases, and there are five (5) years (sixty (60) months) remaining on the Lease Term, the amount of credit toward Monthly Rent shall be \$8,333.33 per month for the remainder of the Lease Term. In the event that Tenant shall have completed an additional phase of Road Repair and Streetlight Work for which it is entitled to Road Repair and Streetlight Rent Credit at the same time as it is receiving Road Repair and Streetlight Rent Credit for one or more prior phases (in accordance with the

cumulative Rent Credit Cap), such credit shall cumulate such that Tenant shall be entitled to credit for both phases in the same calendar month. If the Road Repair and Streetlight Rent Credit exceeds the cumulative amount of Monthly Rent payments for the remainder of the Lease Term, Landlord will have no obligation to pay to Tenant the projected difference, and no additional credit or payment will be available to Tenant for such excess paid by Tenant; provided that if Tenant thereafter exercises an option to extend the Lease Term or the parties otherwise agree to extend the Lease Term, such excess shall be credited toward Monthly Rent in the same monthly amount as specified above until exhausted. Notwithstanding the foregoing, the total amount of rent credit to be provided to Tenant pursuant to this Paragraph 9.6(c) shall not exceed \$500,000 (the “**Rent Credit Cap**”); provided that in the event that the cost of Road Repair and Streetlight Work would exceed \$500,000, Tenant may request that the Rent Credit Cap be increased which the parties acknowledge would require the approval of the Jacksonville City Council. Upon receipt of such request and provided Landlord determines that the request is reasonable based upon the work that is needed and the bids obtained, Landlord shall seek in good faith the Jacksonville City Council approval of the increase, and if such request is so approved, the Rent Credit Cap shall be increased by the approved amount.

9.7. Landlord’s Obligations. Notwithstanding the provisions of this Lease, and specifically this Paragraph 9, Landlord shall be responsible, at its sole expense, for the following:

- (a) The maintenance and repair of streets outside of the Premises, but serving the Premises;
- (b) The maintenance and repair of all electrical, gas and water distribution lines/pipes, water drainage/ditches and all waste water and sewer collection pipes/culverts outside of the Premises and to the property line of the Premises (subject to the obligation of the respective utility provider to provide such maintenance as applicable), and Landlord will have no liability to Tenant with respect to the maintenance of electrical, gas and water distribution lines/pipes, and all waste water and sewer collection pipes/culverts within the Premises to the respective meters on the dwelling units if not maintained by the applicable utility provider, and Tenant will have no liability to Landlord with respect to such matters; and
- (c) The maintenance of the main water drainage ditches located within the Premises.

9.8. Maintenance Requirements. Tenant shall furnish all labor, supervision, materials, supplies, and equipment necessary to perform its maintenance and repair obligations under this Lease.

9.9. Dispute Resolution. Any dispute between the parties arising out of this Section 9 shall be resolved by binding arbitration pursuant to the rules of the American Arbitration Association.

10. ACCESS, INSPECTION AND UTILITIES.

10.1. Landlord Access. Landlord, its officers, agents, employees, and contractors, may enter upon the Premises at all reasonable times for any purposes not inconsistent with the quiet use and enjoyment of them under this Lease by Tenant or the residents of the senior living

community, including but not limited to the purpose of inspection. Neither Tenant nor residents of the housing units shall have a claim on account of such entries against Landlord or any officer, agent, employee, or contractor thereof. All agreements with tenants of the residential units and with other users of the Premises shall contain a provision allowing access and inspection by Landlord as herein provided and waiving any claims against Landlord in connection therewith, provided such entry is not inconsistent with the quiet use and enjoyment of them under this Lease by Tenant or the residents of the Community.

10.2. Utilities. Subject to Landlord's obligations under this Lease, Tenant shall be responsible for arranging with the applicable utility company the provision of utilities, *i.e.*, electricity, water, gas, sewer, telephone, and trash removal, to the Premises. Tenant at its sole cost may install metering devices for utilities serving the Premises prior to its occupancy of the Premises, and the volume of utilities used by Tenant shall be determined by such metering devices. Tenant shall be responsible at its sole expense for all consumption of utilities (electricity, telephone, gas, water, sewerage and solid waste/garbage). Landlord shall not be liable to Tenant in damages or otherwise, if any utility services are interrupted or terminated for whatever cause, other than Landlord's negligence or willful misconduct or breach of its obligations under this Lease.

10.3. Exterior Utility Systems. Unless otherwise determined jointly between Landlord and Tenant, the physical limits of Tenant's maintenance responsibility for utility systems located within the Premises will be as follows:

- (a) Potable Water Lines – Tenant shall maintain water lines from each water meter for each building to within each building.
- (b) Waste and Sewage Lines - Tenant shall maintain waste and sewer lines within each building from the point on the exterior of each building where such lines enter such building.
- (c) Electrical Systems (600 volts and less) – Tenant shall maintain electrical lines with respect to each building from each electrical meter for each building to within such building. In the case of underground power, electrical systems shall be maintained beginning at and including the meter base to the building.
- (d) Natural and propane gas lines - Tenant shall maintain natural and propane gas lines from each gas meter for each building to within each building.

Neither party shall have responsibility under this Lease to repair or maintain underground utility lines and systems located outside of the buildings located on the Premises. The parties understand that the responsibility for such lines and systems lies with third party utility providers. Landlord shall have no liability to Tenant, and Tenant shall have no liability to Landlord, if such third party utility providers fail to provide such repairs or maintenance. Landlord agrees to reasonably assist Tenant, at no cost to Landlord, to obtain the utility providers' cooperation in providing maintenance and repair of the utility lines and systems.

11. PROTECTION SERVICES.

11.1. Security Protection. At its discretion, Tenant may provide security to assure security and safety of the Premises. Any crimes or other offenses, including traffic offenses and crimes and offenses involving damage to or theft of Landlord property, shall be reported to the appropriate state or local municipal authorities for their investigation and disposition.

12. ENVIRONMENTAL PROTECTION PROVISIONS.

12.1. Tenant Compliance. Tenant and any subtenant shall comply with the applicable environmental laws and regulations and all other Federal, state, and local laws, regulations, and standards that are or may become applicable to Tenant's or such subtenant's activities on the Premises. Tenant or any subtenant shall not conduct operations or activities, nor make any Alterations, that would interfere with or otherwise restrict Landlord or Government operations or environmental clean-up or restoration actions by the Government, Environmental Protection Agency (EPA), State of Florida, or their contractors. Clean-up, restoration, or testing activities for environmental purposes by these parties shall take priority over Tenant's or any subtenant's use of the Premises in the event of any conflict. However, Landlord will request that the Government take reasonable steps to prevent interference with Tenant's or any subtenant's use of the Premises.

12.2. Permits. Except as provided below in this Paragraph 12, Tenant and any subtenant shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations, independent of any existing permits. Copies of all required permits shall be provided to the Government and Landlord for inspection upon request.

12.3. Tenant Indemnity. Subject to Paragraph 12.15 hereof, Tenant shall, to the extent permitted by Florida law, indemnify and hold the Government and Landlord harmless from any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, or disposal arising from the occupancy, use or operations, or any other action by Tenant, Tenant's predecessor under the Sublicense or any subtenant giving rise to liability, civil or criminal, or responsibility under federal, state, or local environmental laws. This provision shall survive the expiration or termination of this Lease, and Tenant's obligations hereunder shall apply whenever the Government or Landlord incurs costs or liabilities for the actions of Tenant, Tenant's predecessor under the Sublicense or such subtenants.

12.4. Right to Inspect. Government's and Landlord's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice the Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. At all reasonable times throughout the Lease Term, Government shall be allowed access to the Premises for any purpose upon reasonable notice to Tenant or any subtenant. The Government agrees to make best effort to provide as early advance notice as possible of its entry upon the Premises. Such notification shall include a description of the activities or work, including a Scope of Work where applicable, to be conducted on the Premises and agrees to make good faith effort to minimize to the maximum extent possible through advance planning and scheduling any interference with Tenant's or any

subtenant's occupancy or use of the Premises. Government normally will give Tenant or subtenant twenty-four (24) hours prior notice of its intention to enter the Premises unless it determines the entry is an emergency required for safety, environmental, health, operations, or security purposes, in which event no notice shall be required. Tenant or any subtenant shall have no claim on account of any entries against the Government or any officer, agent, employees or contractor thereof, provided, however, that nothing herein shall be deemed to prejudice the right of Tenant or any subtenant under any contract, other agreement, or law, including, but not limited to, the Federal Tort Claims Act, as to the Government.

12.5. FFA. The Cecil Commerce Center has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended, and as such is subject to an Inter-Agency Agreement. Tenant acknowledges that it has had access to, and had examined to the extent Tenant deems appropriate, a copy of the NAS Cecil Field Federal Facility Agreement ("**FFA**") entered into by the US Environmental Protection Agency (EPA) Region IV, the State of Florida and the Department of the Navy effective on 23 October 1990, Landlord agrees that it will provide Tenant with a copy of any future amendments thereto that Landlord receives from the Government. Tenant agrees that should any conflict arise between the terms of the FFA as it presently exists or may be amended and the provisions of this Lease or any sublease, the terms of the FFA will take precedence. Notwithstanding any other provision of the Lease or any sublease, the Government and Landlord assumes no liability to Tenant or its subtenant(s) should implementation of the FFA interfere with Tenant's or any subtenant's use of the Premises. Tenant or its subtenant shall have no claim on account of any such interference against Landlord, the Government or any officer, agent, employee or contractor thereof, provided, however, that nothing herein shall be deemed to prejudice the right of Tenant or any subtenant under any contract, other agreement, or law, including, but not limited to the Federal Tort Claims Act, as to the Government.

12.6. IRP. The Government, EPA, and the Florida Department of Environmental Protection (FDEP) and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to Tenant and any subtenant, to enter upon the Premises for the purposes enumerated below and for such other purposes consistent with any provision of the Cecil Field Naval Air Station Installation Restoration Program ("**IRP**").

12.6.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, testing soil borings and other activities related to the IRP.

12.6.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP.

12.6.3. To conduct any test or survey required by the EPA or FDEP relating to the implementation of the IRP at the Premises or to verify any data submitted to the EPA or FDEP by the Government relating to such conditions.

12.6.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including but not limited to, monitoring wells, pumping wells, and treatment facilities.

12.6.5. Tenant and any subtenant agree to cooperate to minimize any adverse impact on their use and occupancy of the Premises by providing advance notice to Landlord of any sensitive operations and activities that could be affected by Government operations.

12.7. Notice of Assignment. Tenant further agrees that in the event of any assignment of this Lease, it shall provide prompt notice thereof to the Government and the Government agrees to give all required notices to the EPA and FDEP by certified mail. Tenant shall forward a copy of the assignment within fourteen (14) days after the effective date of such transaction. Tenant may delete the financial terms and any other proprietary information from the copy of the assignment furnished pursuant hereto.

12.8. RCRA. Tenant and any subtenant shall comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act (RCRA) and the State of Florida's equivalent. Except as specifically authorized by Landlord in writing, Tenant and any subtenant must provide at its own expense such hazardous waste management facilities, complying with all applicable laws and regulations pertaining to its use and operations on the Premises. Landlord and/or Government hazardous waste management facilities will not be available to Tenant and any subtenant. Any material violation of the requirements of this condition shall be deemed a material breach of this Lease.

12.9. Subsurface. Tenant shall not conduct or permit its subtenants to conduct, any subsurface excavation, digging, drilling, or other disturbance of the surface without the prior written approval of the Government, except for ordinary landscaping and plantings.

12.10. Tenant Investigations. Tenant and any subtenant shall be permitted to conduct such environmental and geophysical investigations and surveys as Tenant or any subtenant determines are required, subject to prior written approval of the Government which shall not be unreasonably conditioned, denied, or delayed. The Government shall cooperate with Tenant or any subtenant in developing a scope of work or other plans or schedules for such activities.

12.11. Government Accumulation Points. Government accumulation points for hazardous and other wastes will not be used by Tenant or any subtenant. Neither will Tenant or subtenant permit its hazardous wastes to be commingled with hazardous waste of the Government, except as mutually agreed between Tenant, subtenant, and the Government.

12.12. Spill Plans. Tenant shall have a Government-approved plan for responding to hazardous waste, fuel, other chemical spills prior to commencement of operations on the Premises that would involve such materials. Such plan shall be independent of and shall not rely on use of Government or Landlord personnel or equipment. Should the Government or Landlord provide any personnel or equipment, whether for initial fire response and/or spill containment, or otherwise on request of Tenant or any subtenant, or because Tenant or any subtenant was not, in the opinion of the Government or Landlord, conducting timely cleanup actions, Tenant or such subtenant agrees to reimburse the Government or Landlord for its reasonable costs associated with such response or cleanup.

12.13. Alterations Affecting Cleanup. Tenant and any subtenant shall not construct or make or permit its subtenants or assigns to construct or make any Alterations to or installations

upon or otherwise modify or alter the Premises in any way which may adversely affect the cleanup activities of the Government, human health, or the environment without the prior written consent of the Government and Landlord. Such consent may include a requirement to provide the Government with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of the Government and/or Landlord. For construction of Alterations or installations (collectively ‘**Work**’) in the proximity of operable units that are part of a National Priorities List (NPL) Site, such consent may include a requirement for written approval by the Government. Except as such written approval shall expressly provide otherwise, all such approved Alterations and installations shall become property of Landlord upon the expiration of this Lease.

12.14. Storage. Storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Government in accordance with 10 U.S.C. 2692.

12.15. Tenant Not Responsible for Pre-Existing or Third Party Impacts. Notwithstanding anything contained in this Lease to the contrary, Tenant and its subtenants do not hereby assume any liability or responsibility for environmental impacts and damage caused by the Government’s or any other party’s (other than Tenant’s, Tenant’s predecessor’s under the Sublicense or subtenants’) past, present or future use of toxic or hazardous wastes, substances or materials on or near any portion of the Premises, or the tract of which the Premises is a part or any area which Tenant and its subtenants have the non-exclusive right to use. Tenant and its subtenants have no obligation under this Lease to indemnify any party or to undertake the defense of any claim or action, whether in existence now or brought in the future, arising out of the use of or release of any toxic or hazardous wastes, substances, or materials on or from any part of the Premises, or the tract of which the Premises is a part, or any area which Tenant and its subtenants have the non-exclusive rights to use, prior to the beginning date of the Sublicense including without limitation any matter shown in the EBS. Further, Tenant and its subtenants have no obligation under this Lease to undertake environmental response, remediation, or cleanup relating to such use or release or any matter indicated by the EBS, except lead base paint as provided in Paragraph 12.20 and asbestos containing material as provided in Paragraph 12.19. For the purposes of this Paragraph, “defense” or “environmental response, remediation, or cleanup” include (but are not limited to) liability and responsibility for the costs of damage, penalties, legal and investigative services relating to such use or release. Provided, however, that should Tenant or any subtenant receive actual knowledge of any pre-existing but previously undetected environmental condition which poses an immediate and adverse impact to occupants’ health or to the environment and which requires expedient response to mitigate damages, Tenant or any subtenant shall provide notice to Landlord as soon as may be practical under the circumstances; provided, further, Tenant or any subtenant shall not have any affirmative obligation to conduct any environmental investigations. For purposes of this Paragraph, “actual knowledge” shall mean the actual knowledge of a person of authority with Tenant or any subtenant (such as an officer or director) and shall exclude any facts known to an employee, contractor, subcontractor, agent, invitee, or guest which is not in fact made known to a person of authority with Tenant or any subtenant.

12.16. Radioactive Material. Tenant and any subtenant shall provide prior written notification to Landlord of any articles, tools, equipment, or devices brought on-site which contain radioactive material. Examples of potential radiological sources include radium-containing dials,

gauges, and illuminators; tritium in illuminators and exit signs; thorium in optical lenses or welding consumables (e.g., grinding dust from thoriated electrodes); abrasive blasting material; or any radioactive source used for calibration, medical diagnosis or therapy, or industrial radiography. Tenant is responsible for removal of any such potential radiological material upon termination of the Lease or Lease.

12.17. Health and Safety Plan Under IRP. Tenant and any subtenant agrees to comply with the provisions of any health or safety plan in effect under the IRP during the course of any response or remedial actions it takes. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Tenant and any subtenant. Tenant and any subtenants, assignees, or invitees shall have no claim on account of such entries against Landlord or the Government or any officer, agent, employee, contractor, or subcontractor thereof, provided, however, that nothing herein shall be deemed to prejudice the right of Tenant or any subtenant under any contract, other agreement or law, including, but not limited to, the Federal Tort Claims Act as to the Government. In addition, Tenant and any subtenant shall comply with all applicable Federal, state, and local occupational safety and health regulations applicable with respect to its use of the Premises during the Lease Term. Nothing herein shall obligate Landlord or the Government to compensate Tenant and any subtenant or any third person for any lost profits, lost opportunities, wages or operating expenses or any other costs incurred as a result of Tenant's or any subtenant's cooperation pursuant to this Paragraph 12.17.

12.18. Groundwater. Tenant acknowledges that the groundwater beneath the Premises has been determined to contain contaminants at levels which exceed MEP and EPA maximum allowable limits which, when ingested, would be harmful to human health. Therefore, (unless prior, written approval from the Government and Landlord is obtained) Tenant and any subtenant are strictly prohibited from penetrating into or through the groundwater table for any purpose, including excavations, installation of monitoring wells, installation of production wells for either human consumption or industrial use, inserting pilings, piping or wireways. Additionally, Tenant and any subtenant shall not engage in dewatering operations or modify surface water drainage to the extent that the groundwater table is penetrated or the groundwater flow path is altered. These restrictions shall remain applicable till such time that the groundwater is satisfactorily remediated and the FDEP and EPA have concurred that the restrictions can be lifted.

12.19. Asbestos. Due to the presence of asbestos containing material ("ACM") within buildings in the Premises, Tenant shall develop and implement an asbestos management program in compliance with applicable federal, state, and local regulations.

12.20. Lead Paint. Due to the presence of lead-based paint ("LBP") within buildings in the Premises, Tenant or subtenant shall develop and implement an LBP management program in compliance with applicable federal, state, and local regulations.

13. TERMINATION.

13.1. Termination by Landlord. Landlord shall have the right to terminate this Lease without liability upon the occurrence of any Default or Event of Default, as defined in Paragraph 29. In the event that Landlord shall elect to terminate this Lease on account of a Default or Event

of Default and in addition to those remedies set forth in Paragraph 29, Landlord shall be entitled to recover and Tenant shall pay to Landlord:

The reasonable costs incurred in resuming possession of the Premises.

The costs incurred in performing any obligation on the part of Tenant to be performed hereunder.

An amount equal to the aggregate of any taxes, insurance, maintenance obligations, costs and charges due from Tenant hereunder and not paid or satisfied as of the date of the termination.

In the event that Landlord elects to terminate this Lease and recover possession of the Premises, Landlord will use commercially reasonable efforts to relet the Premises.

13.2. Termination by Tenant. Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to Landlord in the event of breach by Landlord of any of the terms and conditions hereof. In the event of a breach involving the performance of any obligation, Landlord shall be afforded thirty (30) days from the receipt of Tenant's notice of intent to terminate to complete performance of the obligation or otherwise cure the subject breach and avoid termination of this Lease (or such longer period of time as may be reasonably required to cure such condition, if Landlord commences such cure within such thirty (30) day period and diligently pursues such cure to completion). Tenant shall also have the right to terminate this Lease in the event of damage to or destruction of all of the Premises or such a substantial portion thereof as to render the Premises incapable of use for the purposes for which it is leased hereunder, by giving written notice of such termination to Landlord within thirty (30) days of the occurrence of the damage or loss, provided that such damage or destruction was not occasioned by the fault or negligence of Tenant or any of its officers, agents, servants, employees, subtenants, subtenants, or invitees.

14. INDEMNIFICATION BY TENANT.

14.1. Tenant shall indemnify, defend, and save Landlord harmless and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of the premises by Tenant, its subtenants and the employees, agents, servants, guests, invitees, contractors, and subtenants of Tenant and each subtenant including, but not limited to, any fines, claims, demands, and causes of action of every nature whatsoever which may be made upon, sustained, or incurred by Landlord by reason of (i) any breach, violation, omission, or non-performance of any covenant or obligation of Tenant under this Lease by Tenant, such subtenant or the employees, agents, servants, guests, invitees of Tenant or such subtenant or (ii) any personal injury, death or property damage resulting from, related to, caused by or arising out of the possession, condition, occupancy and/or use of the Premises, the housing units located thereon or any activities conducted or services furnished in connection with or pursuant to this Lease. However, this indemnity shall not extend to (1) such personal injuries or damages arising out of a defective or unreasonably dangerous condition of or on the Premises

that Landlord is found to be obligated by other provisions of this Lease to repair or correct, provided that Landlord was notified by Tenant, in writing, of the existence of such condition prior to the incident giving rise to injury or damage, and Landlord failed to repair or replace the condition within a reasonable time; (2) damages due to the fault or negligence of the Government or Landlord or their employees, agents, servants, guests, invitees or contractors; (3) claims or damages arising out of Landlord's breach of any of its obligations under this Lease; (4) claims or damages arising out of the existence of any hazardous materials or substances located on or about the Premises not brought onto the Premises or caused by Tenant or its predecessor under the Sublicense, or their agents, licensees, invitees, employees, agents or subtenants, except and to the extent that any environmental condition arising therefrom is worsened or exacerbated by Tenant or its agents, licensee, invitees, employees, agents, or subtenants; or (5) claims arising out of the failure of any third party utility provider to repair or maintain utility lines and systems located outside of the buildings on the Premises.

14.2. Except to the extent caused by Landlord's negligence, willful misconduct, or breach of its representations or covenants under this Lease, Landlord shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state of repair of the Premises, including but not limited to the residential units or any defect thereof (whether apparent or non-apparent), or the use and occupation thereof, or for damages to the property of Tenant, or for damages to the property or injuries to the person of Tenant's officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them. Except to the extent caused by Landlord's negligence, willful misconduct, or breach of its representations, obligations or covenants under this Lease, and except as provided in Paragraph 15.6, Tenant agrees to assume "all risks" of loss or damage to property and injury or death to persons by reason of or incident to the possession, condition and/or use of the Premises, the housing units located thereon, or the activities conducted under this Lease. Except to the extent caused by Landlord's negligence, willful misconduct, or breach of its representations, obligations or covenants under this Lease, Tenant expressly waives all claims against Landlord for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession, condition, and/or use of the Premises, the housing units located thereon or the conduct of activities or the performance of responsibilities under this Lease. Nothing contained in this Paragraph 14 shall limit the right of Tenant to seek indemnity or contribution or assert other claims against the Government with respect to the existence of hazardous materials or substances located on or about the Premises.

15. INSURANCE.

Tenant shall carry the following insurance coverages, and shall annually provide Landlord with a certificate of insurance evidencing said insurance coverages:

- (a) Property insurance insuring improvements located on the Premises, including any personal property, fixtures and equipment (contents) against "all risks", including loss by fire, lightning and any other casualties embraced by the coverage commonly known as the broad form of extended coverage (including but not limited to riot and civil commotion, vandalism and malicious mischief) in an amount equal to but not less than the full replacement value of the buildings and improvements and any

personal property of Tenant (contents) located thereon and in compliance with any co-insurance clause in the policy.

- (b) Commercial general liability insurance covering all operations under this Agreement, with coverage for the following hazards: Products and Completed operations; Explosion, Collapse, and Underground Damage; Contractors Protection Liability; and Contractual Liability. The limits of liability shall not be less than \$1,000,000.00 for bodily injury, including wrongful death and/or death, each occurrence; not less than \$1,000,000.00 for property damage, each occurrence; and not less than \$4,000,000.00 in the aggregate which amount may be satisfied by a combination of primary policy and excess policy limits.
- (c) Workmen's compensation insurance covering all employees, in statutory limits, in accordance with the laws of the State of Florida.
- (d) Automobile liability insurance on all vehicles stored or brought upon and used in connection with carrying out the purposes of this Lease whether owned, non-owned, used, or hired. The limit of liability shall be no less than \$1,000,000 of liability combined single limit.

15.1. Tenant may not self-insure for any amount or portion of the coverages required under this Paragraph, without the prior written consent of Landlord.

15.2. Except as provided a provided in Paragraph 15.6, neither the existence of such insurance nor the assent of Landlord to the types or amounts of insurance carried by Tenant shall be construed as waiving, releasing or limiting any of Tenant's liabilities, obligations or responsibilities under this Lease.

15.3. All insurance required hereunder shall be issued by an insurance company having a rating of not less than A-IX in Best's Insurance Guide or which is otherwise acceptable to Landlord and licensed to do business in the state of Florida. All policies required to be maintained and carried by Tenant for public liability and building coverage shall name Landlord as an additional insured and will provide that any losses shall be payable, notwithstanding any negligent acts or failure to act on the part of Tenant or Landlord, and will provide that the insurer shall have no right of subrogation against Landlord.

15.4. Tenant shall not cancel any policy of insurance issued to Tenant except after thirty (30) days' notice to Landlord. If Tenant's insurance is canceled or not renewed for any reason, Tenant shall endeavor to furnish Landlord with a new certificate of insurance prior to the cancellation or expiration date. If Tenant fails to procure or renew insurance required under this Lease, Tenant hereby grants unto Landlord the right to secure said insurance for Tenant at the cost of Tenant and to either bill Tenant or pay for the cost of said insurance from funds being held by Landlord. The purchase of said insurance by Landlord does not relieve Tenant of its obligation to provide Landlord with evidence that Tenant has unilaterally secured the insurance required under this Lease. All policies of Tenant, whether specifically mentioned above or not, shall be endorsed to waive subrogation against Landlord.

15.5. In the event that any item or part of the housing units located on the Premises, together with the improvements thereon, shall require repair, rebuilding, or replacement resulting from any loss, damage or casualty, the risk of which is assumed by Tenant under this Lease, Tenant shall promptly give notice thereof to Landlord. All insurance proceeds received and payable incident to such casualty shall be, at Tenant's option, paid to Landlord to compensate Landlord for the loss, or applied promptly to restore, repair or replace such building and improvements or the damaged portions thereof as nearly as may be practicable to its original condition, including temporary repairs and protection of such building and improvements pending the completion of permanent repairs, restoration and replacement, provided, however, that any excess of insurance proceeds over and above the amount required to fully comply with the provisions of this section may be paid over directly to Tenant, or otherwise applied as directed by Tenant.

15.6. "All Risk". To the extent allowed by Florida law, Tenant shall in any event and without prejudice to any other rights of Landlord bear all risk of loss or damage to the Premises occupied or used by Tenant or any of its subtenants, arising from any causes whatsoever, or in any manner connected with the occupation or use of the Premises by Tenant or any subtenants, but only to the extent such loss or damage is covered by the insurance specified in Section 15(a) above. Notwithstanding anything contained in this Paragraph 15.6 to the contrary, Tenant shall have no liability or responsibility for the existence of any hazardous materials or substances located on or about the Premises prior to the commencement of the Sublicense except and to the extent that any environmental condition arising therefrom is worsened or exacerbated by Tenant or its agents, licensee, invitees, employees, agents, or subtenants.

15.7. Contractor's Insurance. During the entire period this Lease shall be in effect, Tenant shall require its contractors performing work at Tenant's request on the Premises to carry and maintain the insurance required below:

<u>Schedule</u>	<u>Amount</u>
Worker's Compensation	Statutory
Commercial General Liability	
	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
All auto-owned, non-owned hired or used	

15.8. Policy Provisions. All policies or certificates issued by the respective insurers for "all-risk" property insurance will name Landlord as an additional insured, provide that any losses shall be payable notwithstanding any act or failure to act or negligence of subtenant, Tenant or Landlord or any other person, provide that the insurer shall have no right of subrogation against Landlord, and be reasonably satisfactory to Landlord in all other respects. In no circumstances

will Tenant be entitled to assign to any third party rights of action which Tenant may have against Landlord.

16. NAVY DEED.

16.1. Deed Restrictions. Tenant acknowledges that the Premises are a portion of property conveyed by the United States Department of the Navy to the Landlord (the “**Conveyed Property**”) pursuant to the Deed, and that (i) the Premises may contain lead-based paint and/or asbestos and Tenant will comply with applicable Federal, State and/or local laws and regulations regarding lead-based paint and/or asbestos; (ii) the Government shall have the right of access to, and Tenant will not interfere with any environmental investigation or remedial activities undertaken by the Government on, the Conveyed Property, including the Premises; and (iii) Tenant shall not discriminate upon the basis of race, color, religion, disability or national origin in the use or occupancy of the Premises or in Tenant’s employment practices conducted thereon.

16.2. Government Indemnity. Section 5.0.F. of Exhibit D to the Deed contains the following provision:

F. Transferee Indemnification

The federal government shall hold harmless, defend, and indemnify the JEDC and any future successor, assignee, transferee, lender, or lessee of the Transfer Parcel from any suit, demand, cost or liability arising out of any claim for personal injury or property damage that may result from, or be predicated upon, the release or threatened release of any hazardous substance, pollutant, and/or petroleum or petroleum derivative contaminant resulting from Department of Defense activities on the property subject to the conditions specified in and to the extent authorized by Section 330 of Public Law 102-484 as amended by Public Law 103-160.

With respect to the foregoing, the term “Transfer Parcel” includes the Premises and Landlord is the successor in interest to JEDC

17. AUDIT. This Lease and any sublease shall be subject to audit by Landlord and by any and all cognizant government agencies. Tenant and each subtenant shall make available for use in connection with such audits all non-privileged records which it maintains with respect to this Lease and any sublease and copies of all reports required to be filed hereunder or thereunder. Tenant agrees that Landlord, or Landlord's duly authorized agent, shall, until the expiration of one (1) years after the expiration or termination of this Lease, have access to and the right to examine and/or audit directly pertinent books, documents, papers and records of Tenant involving transactions related to this Lease.

18. INTEREST. Notwithstanding any other provision of this Lease, unless paid when due, all amounts that become payable by Tenant to Landlord under this lease shall bear interest from the date due. The rate of interest will be ten percent (10%) per annum.

19. COVENANT AGAINST CONTINGENT FEES. Tenant warrants that no person or agency has been employed or retained by Tenant to solicit or secure this Lease upon an

agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Tenant for the purpose of securing business. For breach or violation of this warranty, Landlord shall have the right to annul this Lease without liability or in its discretion to require Tenant to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

20. LIENS. Tenant will not permit any mechanic's lien or other liens to be placed upon the Premises or improvements thereon during the Lease Term allegedly or otherwise caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of Tenant or any subtenant; and in the case of the filing of any such lien, Tenant will promptly pay same or take measures reasonably acceptable to Landlord (such as bonding or escrowing funds) to assure that the lien is not perfected against the Premises. If default in payment or taking other measures shall continue for twenty (20) days after written notice thereof from Landlord to Tenant, Landlord shall have the right and privilege at Landlord's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Tenant to Landlord and shall be repaid to Landlord immediately on rendition of a bill therefor. Nothing in the provisions of this Lease shall be deemed in any way to give Tenant or any subtenant any right, power or authority to contract for or permit to be furnished any service or materials which would give rise to the filing of any mechanics' or materialmen's lien against Landlord's estate or interest in and to the Premises, it being expressly agreed that no estate or interest of Landlord in and to the Premises shall be subject to any lien arising in connection with any alteration, addition or improvement made by or on behalf of Tenant or any subtenant. At Landlord's request, Tenant shall execute a written instrument to be recorded for the purpose of providing notice of the existence of the provisions of the preceding sentence in accordance with Section 713.10, Florida Statutes.

21. SUBJECTION TO EXISTING AND FUTURE EASEMENTS AND RIGHTS-OF-WAY.

This Lease and each sublease is subject to all currently outstanding easements and rights-of-way for location of any type of facility over, across, in, and upon the Premises, or any portion thereof, and to the right of Landlord to grant such additional easements and rights-of-way over, across, in and upon the Premises as it shall be deemed to be in the public interest; provided that (i) such easements and rights would not have a material adverse effect on Tenant's use of the Premises; (ii) Landlord coordinates with Tenant to minimize any impact to Tenant's operations, and (iii) any such additional easement or right-of-way shall be conditioned on the assumption by the grantee thereof of liability to Tenant for such damages as Tenant shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder.

22. SURRENDER. Upon the expiration of this Lease or its prior termination, Tenant shall quietly and peacefully remove itself and its personal property from the Premises and surrender the possession thereof to Landlord. Landlord may, in its discretion, declare any

personal property which has not been removed from the Premises upon termination provided for above, as abandoned personal property upon ninety (90) days' notice.

23. RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

24. COMPLIANCE WITH APPLICABLE LAWS.

24.1. Subject to Section 12.15., Tenant will at all times during the existence of this Lease promptly observe and comply, at its sole cost and expense, with the provisions of all applicable federal, state, and local laws, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality and pollution control and abatement.

24.2. Tenant shall comply with all applicable laws, ordinances, and regulations of the State of Florida and the City of Jacksonville, with regard to construction, sanitation, licenses and permits to do business.

24.3. Tenant shall comply with all applicable laws, ordinances, rules or regulations which may from time to time be adopted by Landlord applicable to the Premises and/or the Cecil Commerce Center, including the Restrictive Covenants. Landlord warrants, however, that such laws, ordinances, rules or regulations of the Cecil Commerce Center which might be adopted in the future will not prohibit Tenant from enjoying the authorized uses of the Premises as provided in Paragraph 5 of this Lease.

25. OUTSIDE MAINTENANCE (LAWN) AND SANITATION.

25.1. Tenant shall keep the grassy areas of the Premises mowed, trimmed and edged. Grass shall be maintained in a manner comparable to the surrounding area.

25.2. Tenant shall not allow any solid waste/garbage to be placed or stored in the open air except in approved containers. Any containers for perishable garbage placed in open air shall be closed at all times. No solid waste containers may be permanently stored on the street side of any housing unit or building.

25.3. Tenant shall ensure that all outside concrete common or public use areas such as sidewalks, parking lots and streets, are kept clean and free of debris and other trash.

25.4. Debris, trash and other undesirable materials shall be promptly removed from the Premises, and the Premises shall be kept reasonably clean and free of undesirable materials at all times. At completion of the Lease, the Premises shall be left without containers, Tenant's equipment, and other undesirable materials, and in a reasonably clean condition.

26. TAXES.

26.1. Landlord shall be responsible for the payment of ad valorem taxes assessed against the Premises if and to the extent any such taxes are found due. Tenant shall be responsible for and pay to the proper authority, when and as the same becomes due and payable, all other taxes, assessments and similar charges, including personal property, use and inventory taxes on any personal property owned by Tenant and located on the Premises, which may be imposed upon Tenant at any time during the Lease Term.

26.2. Tenant shall notify Landlord within ten (10) business days of its receipt of notice of any ad valorem tax assessment against the Premises for which Tenant believes Landlord is responsible.

26.3. Tenant shall have the right to contest the payment of any taxes for which Tenant is responsible provided that the Premises are not placed in imminent danger of being seized or forfeited, in which case Tenant shall promptly pay such taxes. Tenant may pay such taxes in installments if allowed by applicable law.

27. SPECIAL PROVISIONS.

27.1. Permits.

- (1) Tenant shall be responsible for determining whether it is subject to federal, state or local building or life safety codes or occupational licenses/permits and for compliance therewith to the extent they are applicable.

27.2. Security Conditions.

- (1) All officers, agents, employees, contractors and tenants of Tenant shall comply with any Cecil Commerce Center entry control regulations, including any requirements to obtain identification cards and car stickers and to display them to proper authorities upon request.
- (2) Tenant shall provide any physical security it deems necessary for privately owned vehicles of employees, visitors, tenants and occupants of the Premises. Tenant agrees that Landlord shall have no responsibility for loss or damage to vehicles parked or garaged on the Premises.
- (3) Any police security or fire alarm installed by Tenant on the Premises or in the housing units located thereon must be independently connected to the Duval County 911 Emergency Response System by Tenant. Any increased costs to Landlord from such alarm installation, including increased response costs, will be reimbursed by Tenant.
- (4) Tenant shall appoint a single point of contact for Cecil Commerce Center emergency services (Police, Fire Departments, etc.). The person selected shall be briefed on Cecil Commerce Center emergency procedures and

telephone numbers whenever new, replacement, or substitute appointments are made.

28. GENERAL PROVISIONS.

28.1. Nondiscrimination. Tenant shall use the Premises in a nondiscriminatory manner to the end that no person shall, on the ground of race, color, religion, sex, age, handicap or national origin, be excluded from renting the housing units or obtaining the services provided by Tenant, or otherwise be subjected to discrimination under any program or activities provided by Tenant on the Premises. Notwithstanding the above, the Parties acknowledge that Tenant operates a senior living retirement community for active adults aged fifty-five and older on the Premises and provides other services designed primarily or exclusively for that segment of the population and that Tenant's activities in this regard are generally exempt from any laws prohibiting age discrimination. Accordingly, such activities shall not be construed as a breach of Tenant's covenant against age discrimination.

28.2. No Joint Venture. Nothing contained in this Lease will make, or will be construed to make, the parties hereto partners or joint venturers with each other, it being understood and agreed that the only relationship between Landlord and Tenant is that of landlord and tenant. Nor will anything in this Lease render, or be construed to render, either of the parties hereto liable to any third party for the debts or obligations of the other party hereto.

28.3. Failure of Landlord to Insist on Compliance. The failure of Landlord or Tenant to insist in any one or more instances, upon strict performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or a relinquishment of such party's rights to the future performance of any such terms, covenants or conditions, but the obligations of the other party with respect to such future performance shall continue in full force and effect.

28.4. Governing Law. This Lease shall be governed by the laws of Florida, and the proper venue for any legal proceedings arising hereunder shall be Jacksonville, Florida.

29. DEFAULT.

29.1. Default Defined. "**Default**" shall mean the occurrence of any one of the following events (each a "**Default**" or an "**Event of Default**")

- (1) Tenant fails to make any Minimum Monthly Rent payment or Percentage Rent payment or pay any other amount due under this Lease within ten (10) days of the due date; or
- (2) If Tenant fails to cure within thirty (30) days the existence of any of the following conditions (or such longer period of time as may be reasonably required to cure such condition, if Tenant commences such cure within such thirty (30) day period and diligently pursues such cure to completion, but in no event shall such period of time to cure such condition exceed ninety (90) days total):

- (a) Tenant seeks or consents to the benefit of any conservatorship, bankruptcy, moratorium, insolvency or reorganization (other than in the capacity as creditor) that could materially and adversely affect or delay the rights of Landlord granted under this Lease;
- (b) Tenant abandons the Premises, ceases to operate the Premises for the Required Use, or begins to remove personal assets from the Premises indicating Tenant's intent to cease operation of the Premises for the Required Use.
- (c) Tenant fails to comply with any other covenant or agreement contained in this Lease.
- (d) Tenant uses or permits the use of the Premises for any unauthorized or unlawful use.
- (e) Tenant attempts to make or makes an unauthorized assignment or sublease of the Premises.

29.2. Waiver of Default. Notwithstanding the above, the occurrence of any of the events described in Paragraph 29.1 shall not constitute a default if Landlord agrees in writing after the occurrence of such event that Landlord will not exercise any remedies hereunder available to Tenant as a result of such occurrence. Such waiver by Landlord shall not, however, operate as a waiver with respect to any future identical or similar occurrence.

29.3. Rights of Landlord. Should an Event of Default by Tenant occur, Landlord, at Landlord's option, may (i) declare this Lease to be terminated, or (ii) demand payment of all rentals and other amounts due or to become due for the full unexpired Lease Term, or (iii) demand or proceed one or more times for past due amounts due, or (iv) remedy the default and deduct the amount of such default and/or the expense incurred in remedying the default from the Security Deposit held by Landlord, or (v) take such other recourse or remedy to which Landlord may be entitled pursuant to Florida law.

29.4. Attorney's Fee. In case an attorney is employed to enforce or protect any right of either party arising under this Lease, the unsuccessful party shall pay to the successful party, in addition to any amount or recovery ordered or agreed upon as a result of such controversy, an amount which is equal to reasonable attorney's fees and related costs of such controversy.

30. ENTIRE AGREEMENT.

It is expressly agreed that this written instrument together with the exhibits attached hereto, embodies the entire agreement between the parties regarding the use of the Premises by Tenant, and there are no understandings or agreements, verbal or otherwise, between the parties except as expressly set forth herein. Notwithstanding the foregoing, the Sublicense shall remain in effect until terminated in accordance with Paragraph 3.3 hereof.

31. AMENDMENTS.

This Lease may be amended at any time by mutual agreement of the parties.

32. WAIVER OF SUBROGATION.

Landlord and Tenant each waive any and all rights to recover against the other or against any other occupant of the Premises, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, business visitors or patients of such other party or of such other occupant of the Premises, for any loss or damage to such waiving party arising from any cause covered by any insurance required to be carried by such party pursuant to this Lease or any other insurance actually carried by such party to the extent of the limits of such policy, but only to the extent the loss or damage is covered by (1) the injured party's insurance, or (2) the insurance which the injured party is required to carry pursuant to this Lease, whichever is greater. This waiver does not apply to claims caused by a party's willful misconduct.

33. RECORDATION OF MEMORANDUM OF LEASE.

Landlord and Tenant agree that neither this Lease nor any Memorandum of Lease shall be recorded without Landlord's prior written consent. If a Memorandum of Lease is recorded, all recording, survey and other associated costs shall be paid by Tenant and the form thereof shall be in accordance with a form reasonably acceptable to both parties.

34. NO WAIVER.

Waiver by Landlord or Tenant of any agreement, condition or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or lessen the right of Landlord or Tenant, as the case may be, to insist upon the performance by the other party in strict accordance with the terms of this Lease.

35. GENDER.

Whenever the sense of this Lease so requires, the use of the singular number shall be deemed to include the plural, the masculine gender shall be deemed to include the feminine and the neuter gender, the neuter gender shall be deemed to include the masculine or feminine gender, and the feminine gender shall be deemed to include the masculine or neuter gender.

36. COUNTERPARTS.

This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

37. FORCE MAJEURE.

If Tenant or Landlord shall be delayed or prevented from doing or performing any act or thing required of it hereunder, other than the payment by Tenant of rental and other sums of money

due to Landlord under the terms and conditions of this Lease, by reason of Force Majeure or for any cause due to any negligent or willful misconduct of the other party hereto, or any person for whom such party is responsible, the other party hereto shall not be liable or responsible for any such delays in the doing or performing of such act or thing, and shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. “**Force Majeure**” means strikes, lockouts, floods, hurricanes, tornadoes and other inclement weather conditions, breakdown, accident, casualty, acts of God, labor troubles, inability to procure material, failure of supply, inability by the exercise of reasonable diligence to obtain supplies, parts, employees, and necessary services, failures of power, governmental laws, orders or regulations, actions of governmental authorities, riots, insurrection, war or other causes beyond the reasonable control of Tenant or Landlord, as the case may be.

38. REASONABLENESS.

Whenever it is necessary under the terms of this Lease for either party to obtain the consent or approval of the other, such consent or approval shall not be unreasonably withheld or delayed. Landlord and Tenant agree to act reasonably and not in an arbitrary or capricious manner in performing their respective obligations under the Lease.

39. NOTICES.

All notices, demands and requests which may be given or which are required to be given by either party to the other shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; or (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as FedEx or UPS, addressed to such party at the address specified below. For purposes of this Section 21.01, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Landlord:	City of Jacksonville c/o Real Estate Division 214 N. Hogan Street, 10 th Flr. Jacksonville, Florida 32202
With Copy to:	Office of General Counsel City of Jacksonville Attn: Government Operations and Contracts Dept. 117 West Duval Street, Suite 480 Jacksonville, Florida 32202
To Tenant:	Front Porch Communities and Services 800 North Brand Boulevard, 19 th Floor Glendale, CA 91203 Attention: General Counsel

40. EXHIBITS.

The exhibits which are attached to and made a part of this Lease, are as follows:

- (a) Exhibit A Legal Description and Drawing of Premises
- (b) Exhibit B Quitclaim Deed
- (c) Exhibit C Disclosure Statement and Waiver
- (d) Exhibit D EBS and FOST

41. EXCAVATION OF CULTURAL ITEMS.

Tenant shall not knowingly undertake any activity that may affect a historic or archeological property, including excavation, construction, alteration or repairs of the Premises, without the approval of Landlord and compliance with Section 106 of the National Preservation Act, 16 U.S.C. 470, and the Archeological Resource Protection Act, 16 U.S.C. 470 a. Buried cultural materials may be present on the Premises. If such materials are encountered, Tenant shall stop work immediately and notify Landlord. Landlord has no knowledge of any historical or archeological property on the Premises; in the event that it becomes aware of such property, Landlord will immediately notify Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

ATTEST:

LANDLORD:

City of Jacksonville, a Florida municipal corporation

James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

Form Approved:

Office of General Counsel

WITNESSES:

TENANT:

FRONT PORCH COMMUNITIES AND SERVICES, a California non-profit public benefit corporation

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

GC-#1151215-v9-Lease_Agreement_with_Cecil_Pines_.DOCX

Exhibit A

Legal Description of Leased Premises

Revised June 1, 2020
August 2, 2017
Cecil Pines
Page 1 of 2

Work Order No. 17-144.00
File No. 124B-15.00A

Cecil Pines Parcel A

A portion of Sections 15 and 22, Township 3 South, Range 24 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 9784, Page 2033 of the current public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Northwestern right of way line of Normandy Boulevard (State Road No. 228), a variable width right of way as presently established, with the Westerly right of way line of POW MIA Parkway, a 150 foot right of way as presently established, thence North $59^{\circ}30'45''$ East, along the Northeasterly prolongation of said Northwestern right of way line, 87.29 feet to its intersection with the centerline of said POW MIA Parkway; thence South $00^{\circ}17'03''$ West, along said centerline, 103.55 feet to an angle point in said centerline; thence South $00^{\circ}28'31''$ West, continuing along said centerline, 1488.47 feet; thence North $89^{\circ}31'29''$ West, departing said centerline, 75.00 feet to a point lying on said Westerly right of way line of POW MIA Parkway, said point also being a point of curvature; thence Southerly along said Westerly right of way line the following three (3) courses: Course One, thence Southerly along the arc of said curve concave Northwesternly having a radius of 2025.00 feet, through a central angle of $34^{\circ}08'55''$, an arc length of 1206.91 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $17^{\circ}32'58''$ West, 1189.13 feet; Course Two, thence South $34^{\circ}37'26''$ West, 504.96 feet to the point of curvature of a curve concave Southeasterly, having a radius of 2175.00 feet; Course Three, thence Southwesterly, along the arc of said curve through a central angle of $19^{\circ}15'16''$, an arc length of 730.92 feet to a point on said curve, and the Point of Beginning, said arc being subtended by a chord bearing and distance of South $24^{\circ}59'47''$ West, 727.49 feet.

From said Point of Beginning, thence continue Southerly, along said Westerly right of way line the following two (2) courses: Course One, thence Southerly along the arc of a curve concave Easterly having a radius of 2175.00 feet; through a central angle of $15^{\circ}21'14''$, an arc length of 582.84 feet to the point of tangency of said curve, said arc being subtended by chord bearing and distance of South $07^{\circ}41'32''$ West, 581.10 feet; Course Two, thence South $00^{\circ}00'56''$ West, 2053.53 feet to a point lying on the Northerly right of way line of Lake Newman Street, an 85 foot private right of way as presently established, thence South $89^{\circ}11'09''$ West, departing said Westerly right of way line and along said Northerly right of way line, 933.29 feet; thence North $01^{\circ}26'57''$ East, departing said Northerly right of way line, 2667.40 feet; thence South $88^{\circ}33'03''$ East, 944.38 feet to the Point of Beginning.

Containing 55.06 acres more or less.

Revised June 1, 2020
August 2, 2017
Cecil Pines
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Work Order No. 17-144.00
File No. 124B-15.00A

Cecil Pines Parcel B

A portion of Section 22, Township 3 South, Range 24 East, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Book 9784, Page 2033 of the current public records of said county, being more particularly described as follows:

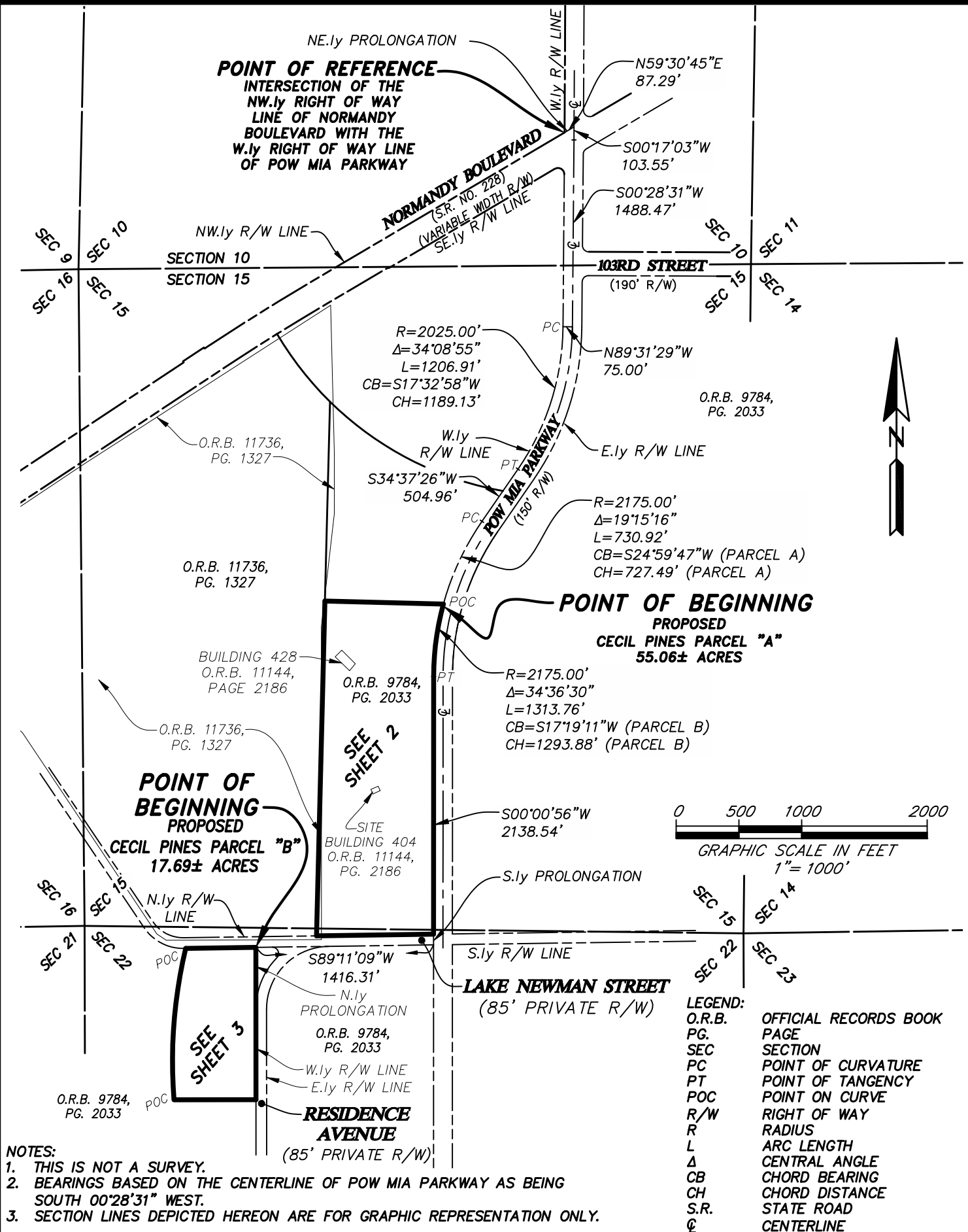
For a Point of Reference, commence at the intersection of the Northwestern right of way line of Normandy Boulevard (State Road No. 228), a variable width right of way as presently established, with the Westerly right of way line of POW MIA Parkway, a 150 foot right of way as presently established, thence North $59^{\circ}30'45''$ East, along the Northeasterly prolongation of said Northwestern right of way line, 87.29 feet to its intersection with the centerline of said POW MIA Parkway; thence South $00^{\circ}17'03''$ West, along said centerline, 103.55 feet to an angle point in said centerline; thence South $00^{\circ}28'31''$ West, continuing along said centerline, 1488.47 feet; thence North $89^{\circ}31'29''$ West, departing said centerline, 75.00 feet to a point lying on said Westerly right of way line of POW MIA Parkway, said point also being a point of curvature; thence Southerly along said Westerly right of way line the following three (3) courses: Course One, thence Southerly along the arc of a curve concave Northwesternly having a radius of 2025.00 feet, through a central angle of $34^{\circ}08'55''$, an arc length of 1206.91 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $17^{\circ}32'58''$ West, 1189.13 feet; Course Two, thence South $34^{\circ}37'26''$ West, 504.96 feet to the point of curvature of a curve concave Southeasterly, having a radius of 2175.00 feet; Course Three, thence Southwesterly, along the arc of said curve through a central angle of $34^{\circ}36'30''$, an arc length of 1313.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $17^{\circ}19'11''$ West, 1293.88 feet; thence South $00^{\circ}00'56''$ West, along said Westerly right of way line and its Southerly prolongation, 2138.54 feet to a point lying on the Southerly right of way line of Lake Newman Street, an 85 foot private right of way as presently established; thence South $89^{\circ}11'09''$ West, along said Southerly right of way line, 1416.31 feet to a point lying on the Northerly prolongation of the Westerly right of way line of Residence Avenue, an 85 foot private right of way as presently established, said point also being the Point of Beginning.

From said Point of Beginning, thence South $00^{\circ}01'37''$ East, departing said Southerly right of way line, along said Northerly prolongation and along said Westerly right of way line, a distance of 1213.07 feet; thence South $89^{\circ}58'23''$ West, departing said Westerly right of way line, 652.61 feet to a point on a curve concave Easterly, having a radius of 3867.86 feet; thence Northerly, along the arc of said curve, through a central angle of $17^{\circ}59'00''$, an arc length of 1214.00 feet to a point on said curve, said point also lying on said Southerly right of way line of Lake Newman Street, said arc being subtended by a chord bearing and distance of North $04^{\circ}25'11''$ East, 1209.03 feet; thence North $89^{\circ}11'09''$ East, along said Southerly right of way line, 558.92 feet to the Point of Beginning.

Containing 17.69 acres more or less.

SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTIONS 15 AND 22, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9784, PAGE 2033 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



SHEET 1 OF 3

REVISED JUNE 1, 2020 TO UPDATE STREET NAME.

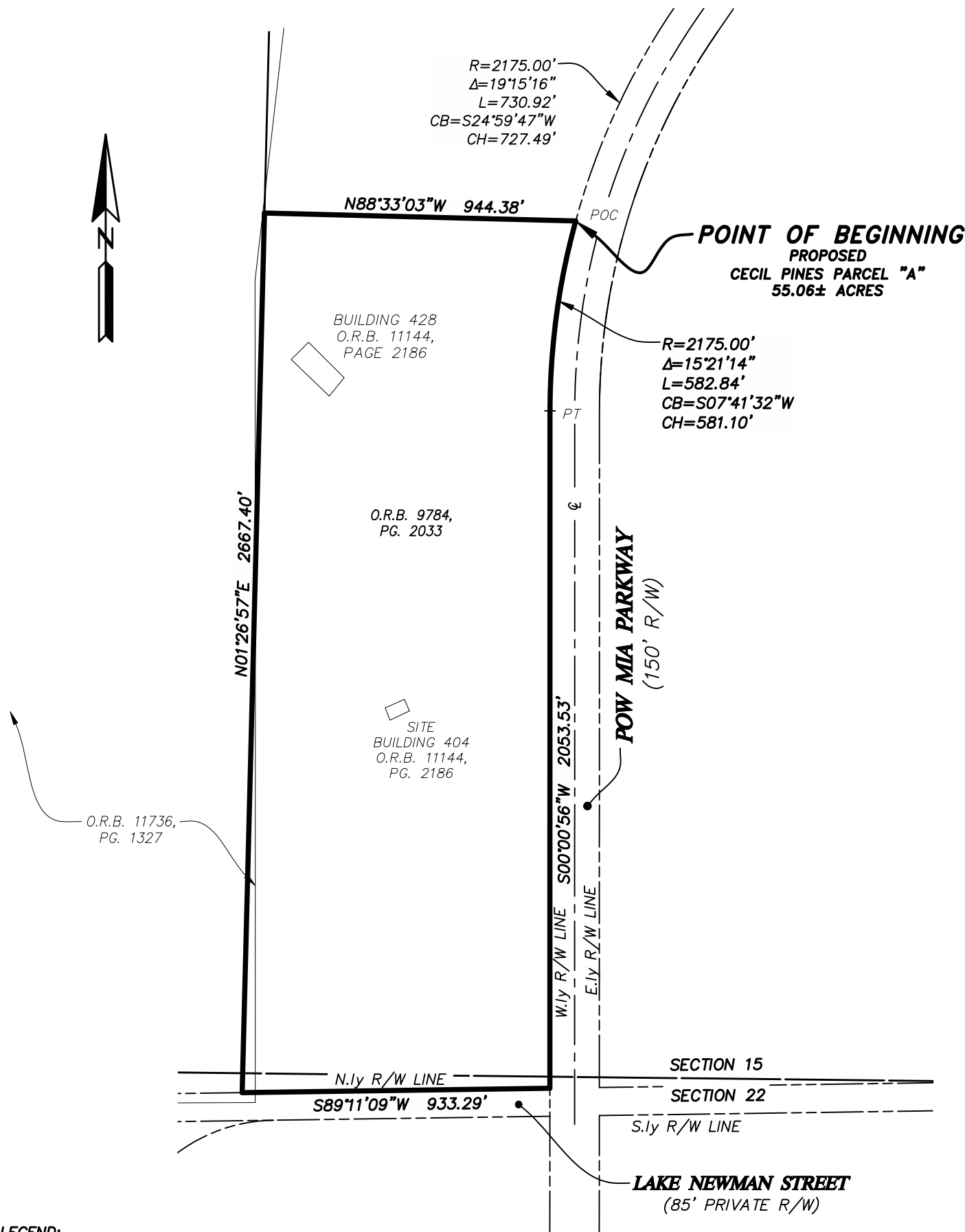
ETM
Surveying & Mapping, Inc.
VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Road, Jacksonville, FL. 32258
Tel: (904) 642-8550 Fax: (904) 642-4165
Certificate of Authorization No.: LB 3624

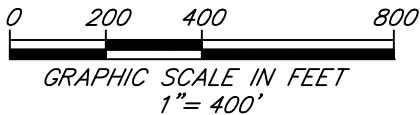
SCALE: 1"=1000'
DATE: AUGUST 2, 2017

DAMON J. KELLY
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 6284

A PORTION OF SECTIONS 15 AND 22, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9784, PAGE 2033 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY.



LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
SEC. SECTION
PC POINT OF CURVATURE
PT POINT OF TANGENCY
POC POINT ON CURVE
R/W RIGHT OF WAY
R RADIUS
L ARC LENGTH
Δ CENTRAL ANGLE
CB CHORD BEARING
CH CHORD DISTANCE
CL CENTERLINE



SHEET 2 OF 3
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

POINT OF BEGINNING

PROPOSED CECIL PINES PARCEL "B"
17.69± ACRES

O.R.B. 11736,
PG. 1327

N. ly R/W LINE

SECTION 15

SECTION 22

LAKE NEWMAN STREET
(85' PRIVATE R/W)

N89°11'09"E 558.92'

S89°11'09"W 1416.31'

N. ly PROLONGATION

R=3867.86'
Δ=17°59'00"
L=1214.00'
CB=N04°25'11"E
CH=1209.03'

POC

POC

POC

S89°58'23"W 652.61'

S00°01'37"E 1213.07'

W. ly R/W LINE

E. ly R/W LINE

RESIDENCE AVENUE
(85' PRIVATE R/W)

O.R.B. 9784,
PG. 2033

LEGEND:
O.R.B. OFFICIAL RECORDS BOOK

0 100 200 400

GRAPHIC SCALE IN FEET
1" = 200'

PREPARED BY:
ETM SURVEYING & MAPPING, INC.
14775 OLD ST. AUGUSTINE ROAD
JACKSONVILLE, FL 32258 (904) 642-8550
CERTIFICATE OF AUTHORIZATION NO. LB 3624

Exhibit B

Quitclaim Deed

5 MIN. RETURN

PHONE # 353-4545

Prepared By:

Return to:

Gayle Petrie, Assistant General Counsel
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

Book 9784 Page 2033

Doc# 2000251079
Book: 9784
Pages: 2033 - 2117
Filed & Recorded
10/30/2000 10:50:29 AM
HENRY W COOK
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 43.00
RECORDING \$ 341.00

QUITCLAIM DEED

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

THIS INDENTURE, made this the 12th day of September, 2000, between the UNITED STATES OF AMERICA, (hereinafter called "**GRANTOR**"), acting by and through the Secretary of the Navy, Southern Division, Naval Facilities Engineering Command and the City of Jacksonville, a public body, corporate and politic, created and organized under and by virtue of the laws of the State of Florida, (hereinafter called "**GRANTEE**").

WHEREAS, the Secretary of the Navy may convey surplus property at a closing installation to the Local Redevelopment Authority for economic development purposes pursuant to the power and authority provided by Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510) as amended, and the implementing regulations of the Department of Defense (32 CFR Part 91); and

WHEREAS, **GRANTEE** by application dated, requested an economic development conveyance of the former Naval Air Station, Cecil Field, Jacksonville, Florida, (CECIL), consistent with the redevelopment plan prepared by the **GRANTEE**.

WITNESSETH, **GRANTOR**, for and in consideration of the sum of Ten Dollars (\$10.00) plus other good and valuable consideration, to **GRANTOR** in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, has released and quitclaimed to the **GRANTEE**, its successors and assigns, without warranty, express or implied, under and subject to the obligations, terms, reservations, restrictions, conditions, and covenants, all as hereinafter expressed and set out, all right, title, interest, claim, and demand which the **GRANTOR** has in and to that certain Property situated, and containing approximately 7,983 acres, lying and being in the County of Duval, in the State of Florida, formerly known as Naval Air Station, Cecil Field, Jacksonville, Florida, and described in detail in **EXHIBIT "A"** hereof, for the use stated therein (hereinafter referred to as the "Property"); and including all utility infrastructure on the entire former Naval Air Station and to any and all other outstanding easements of record held by **GRANTOR** that benefit the Property including, without limitation, oil, gas and mineral rights, perpetual easement for emergency crash road and perpetual easement for a railroad spur as set forth in that certain Quitclaim Deed dated April 21, 1973, recorded in Volume 3508, Page 980, Official Records, Duval County, Florida.

ALSO, there is hereby conveyed by this Deed items of personal property situated at the Property and conveyed for the use stated therein (hereinafter included in the reference to the "Property"). The list of personal property conveyed has been provided to GRANTEE by separate correspondence.

It is hereby understood and stipulated that GRANTOR shall convey and the GRANTEE shall accept the out parcels, excluded from this transfer and described in **EXHIBIT "B"**, upon GRANTOR's compliance with CERCLA Section 120(h) for the out parcels. The out parcels are being leased to GRANTEE concurrently with the execution of this deed. GRANTOR and GRANTEE understand and agree that the consideration herein paid includes the consideration for the out parcels to be conveyed at a later date and that no further consideration will be due upon their conveyance.

RECOUPMENT COVENANT: GRANTEE acknowledges that it has read and understands and agrees to the terms and provisions within the recoupment covenant attached as **EXHIBIT "C"** to the Deed.

WHEREAS, all the Property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the Secretary of the Navy, is available for disposal and its disposal has been heretofore authorized by the Secretary of the Navy, acting pursuant to the above referred to laws, regulations and orders.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the **GRANTOR**, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed, to the only proper use, benefit and behalf of the **GRANTEE**, its successors and assigns forever; and subject to all existing easements and rights-of-way for roads, highways, pipeline and public utilities,

NOW THEREFORE, by the acceptance of this Deed or any rights hereunder, the **GRANTEE**, for itself, its successors and assigns, agrees that the transfer of all the Property transferred by this Deed is accepted subject to the following terms, restrictions, reservations, covenants, and conditions set forth hereafter, which shall run with the land in perpetuity. The terms, reservations, restrictions, covenants, and conditions contained in this Deed shall be inserted by the **GRANTEE** verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof with the proviso that any such subsequent transferee assumes all of the obligations upon the **GRANTEE** by the provisions of this Deed with respect to the property being transferred.

The failure of the Government to insist in any one or more instances upon complete performance of any of the terms, covenants, conditions, reservations, or restrictions in this Deed shall not be construed as a waiver or a relinquishment of the future performance of any such

terms, covenants, conditions, reservations, or restrictions, and the obligations of the **GRANTEE**, its successors and assigns, with respect to such future performance shall continue in full force and effect.

A Finding of Suitability to Transfer (FOST) is attached as **EXHIBIT "D"** to the Deed; an Environmental Baseline Survey (EBS) report is referenced in the FOST; the FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. Those restrictions and environmental conditions described in the FOST and EBS, which are applicable to the Property, are contained in this Deed. The FOST sets forth the basis for the **GRANTOR's** determination that the Property is suitable for transfer. The **GRANTEE** is hereby made aware of the notifications contained in the EBS and the FOST.

The Property contains improvements that, due to their age, are likely to have been painted with lead based paint. A Lead Based Paint Hazards Advisory Statement is provided as **EXHIBIT "E"** to this deed.

GRANTEE hereby acknowledges that friable and non-friable asbestos containing materials (ACM) have been found on the Property, as described in the asbestos survey report provided to **GRANTEE** by separate correspondence. Abatement of all damaged and friable ACM has been completed. All other remaining ACM does not currently pose a threat to human health or the environment. **GRANTEE** shall manage the remaining ACM in accordance with applicable laws and regulations.

In accordance with the requirements of Section 110 of 36 Code of Federal Regulations Part 800, **GRANTOR** conducted an assessment of the Property to identify any historic properties or archeological sites. The assessment concluded that no architectural historic properties existed, however, areas exist in the forested areas as shown in **EXHIBIT "F"** which were identified as high potential for archeological sites. **EXHIBITS "G" and "H"** attached are protective covenants and standards that have been developed to provide protection for these areas should archeological sites be discovered on them.

**NOTICE OF HAZARDOUS SUBSTANCE OR PETROLEUM PRODUCT
STORED FOR MORE THAN ONE YEAR OR MORE, KNOWN TO HAVE BEEN
RELEASED OR DISPOSED OF.**

EXHIBIT "I" provides notice as to those hazardous substances which it is known, based on a complete search of agency files, were stored for one (1) year or more, released or disposed of on the Property, and all response actions taken to date to address such contamination. The information contained in this notice is required under the authority of Section 120(h)(3) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. Section 9620 (h)(3).

Installation restoration activities onboard the Property are conducted pursuant to the terms of a Federal Facilities Agreement (FFA) executed between the Navy, U.S. EPA and FDEP and a RCRA hazardous waste storage permit. **GRANTEE**, its successors and assigns are

prohibited from performing any activities which may interfere with the **GRANTOR's** ability to comply with restoration requirements undertaken pursuant to the FFA and the RCRA permit.

GRANTEE, its successors and assigns shall protect the integrity of any existent and all future site remediation systems, and all existing and future groundwater monitoring or extraction wells to be installed by the Navy until such wells are no longer needed for environmental investigation or remediation purposes, as determined by the Navy in consultation with the U.S.EPA and the Florida Department of Environmental Protection (FDEP).

GRANTEE, its successors and assigns shall be prohibited from interfering with any environmental investigation or remedial activities to be undertaken by the Navy on or adjacent to the property to include, but not be limited to, the installation of groundwater monitoring or extraction wells.

GRANTOR covenants in accordance with CERCLA Section 120(h)(3)(A)(ii)(I), that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance or petroleum product remaining on the Property has been taken before the date of transfer.

GRANTOR covenants that in accordance with CERCLA Section 120(h)(3)(A)(ii)(II), any additional remedial action found to be necessary after such date of transfer shall be performed by the United States.

GRANTOR covenants that in accordance with CERCLA Section 120(h)(4)(D)(i), any response action or corrective action found to be necessary after the date of sale or transfer on those areas where no hazardous substance and no petroleum product or their derivatives were stored for one year or more, released or disposed of shall be conducted by the United States.

GRANTEE covenants that in accordance with CERCLA Section 120(h)(3)(A)(iii), the **GRANTOR**, its officers, agents, employees, contractors and subcontractors, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date of the conveyance of the Property. **GRANTEE** agrees to comply with activities of the **GRANTOR** in furtherance of these covenants and will take no action to interfere with future necessary remedial and investigative actions of the **GRANTOR**. The **GRANTOR** and the **GRANTEE** agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and operations of **GRANTEE**, its successors and assigns, and of any Lessee or any Sublessee of the Property. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by **GRANTEE** or its successors and assigns.

GRANTOR recognizes its obligations under section 330 of the National Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484).

GRANTOR hereby notifies **GRANTEE** that a cemetery containing gravesites is located on the Property, as shown in **EXHIBIT "J"**. Pursuant to Florida law neither **GRANTEE** nor its

successors or assigns shall develop or disturb the cemetery and shall provide right of access to such property.

GRANTEE covenants for itself, successors and assigns and every successor in interest to the Property, or any part thereof, that **GRANTEE** and such successors and assigns shall not discriminate upon the basis of race, color, religion, disability or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to Property used primarily for religious purposes. **GRANTOR** shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

LIST OF EXHIBITS

- A. Legal Descriptions and Site Plans of Transferred Property
- B. Legal Description of Out parcels
- C. Recoupment Covenant
- D. Finding of Suitability to Transfer
- E. Lead Based Paint Hazards and Advisory Statement
- F. Archeological probability map
- G. Preservation Covenant for Archeological Site
- H. Archeological Data Recovery Project Standards
- I. Hazardous Substance Notice
- J. Cemetery Site Plan

EFFECTIVE the 12th day of September, 2000.

Book 9784 Page 2039

UNITED STATES OF AMERICA

Acting by and through

Department of the Navy

WITNESSES:

Jan Hill
JAN Hill
(Print Name)
Robert Jordan

ROBERT JORDAN
(Print Name)

By: Earl G. Baham
Real Estate Contracting Officer

Earl G. Baham
2155 Eagle Drive
N. Charleston, S.C.

Address of Grantee
City of Jacksonville, FL.
117 West Duval Street
Jacksonville, FL.

STATE OF SOUTH CAROLINA)
COUNTY CHARLESTON)

PERSONALLY appeared before me, Robert Jordan who being duly sworn, says that he saw the within named Earl G. Baham sign and seal the foregoing Quitclaim Deed in behalf of the United States of America, and that he, with Jan Hill, witnessed the execution thereof.

Sworn to before me this 8th day of September, 2000,
Gloria L. Smith Notary Public for the State of South Carolina.

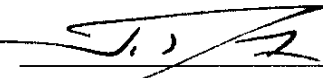
/s/ Gloria L. Smith
My Commission expires: _____

NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires November 29, 2003

ACCEPTANCE

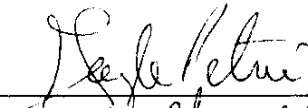
The City of Jacksonville does hereby accept this Quitclaim Deed and by acceptance agrees to all of the terms and condition thereof.

Executed this 13th day of September, 2000.

By 

Title John Delaney Mayor
117 West ~~Adams~~ Street
Jacksonville, FL

(OFFICIAL SEAL)

Attest 
Title Asst. General Counsel

CECIL COMMERCE CENTER

AUGUST 15, 2000

PARCEL NO. 1

A PORTION OF SECTIONS 15, 16, 21, 22, AND 28, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 21; THENCE NORTH 89°40'39" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 21, A DISTANCE OF 1990.93 FEET, TO THE WESTERLY LINE OF LOT 16, BLOCK 3, SAID SECTION 16, AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE NORTH 00°32'17" EAST, ALONG LAST SAID LINE, 662.06 FEET, TO THE NORTHERLY LINE OF SAID LOT 16, BLOCK 3; THENCE NORTH 89°35'31" EAST, ALONG LAST SAID LINE, 663.20 FEET, TO THE WESTERLY LINE OF LOT 9, BLOCK 4, SECTION 16, JACKSONVILLE HEIGHTS; THENCE NORTH 00°31'36" EAST, ALONG LAST SAID LINE, 662.64 FEET, TO THE NORTHERLY LINE OF SAID LOT 9, BLOCK 4, SECTION 16; THENCE NORTH 89°41'43" EAST, ALONG LAST SAID LINE, AND ALONG THE NORTHERLY LINES OF LOTS 11 AND 12, SAID BLOCK 4, SECTION 16, A DISTANCE OF 1335.72 FEET, TO THE CENTERLINE OF BELL ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 00°58'50" EAST, ALONG LAST SAID LINE, 1719.06 FEET, TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD (STATE ROAD NO. 228, A VARIABLE WIDTH RIGHT-OF-WAY AS PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION NO. 72120-2506, DATED 05-16-69); THENCE NORTHEASTERLY AND SOUTHEASTERLY, ALONG THE SAID SOUTHEASTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1) NORTH 56°30'45" EAST, 34.25 FEET; COURSE NO. 2) SOUTH 33°29'15" EAST, 114.00 FEET; COURSE NO. 3) NORTH 56°30'45" EAST, 2869.35 FEET, TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 18,934.59 FEET; COURSE NO. 4) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 991.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°00'45" EAST, 991.30 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5) NORTH 59°30'45" EAST, 553.09 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 103RD STREET (STATE ROAD NO. 134, A VARIABLE WIDTH RIGHT-OF-WAY AS PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 72220-2509, DATED 05-23-83); THENCE NORTHEASTERLY AND

SOUTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1) NORTH 89°01'13" EAST, 210.02 FEET; COURSE NO. 2) SOUTH 89°09'30" EAST, 176.45 FEET; COURSE NO. 3) SOUTH 00°50'30" WEST, 45.00 FEET; COURSE NO 4) SOUTH 89°09'30" EAST, 1154.73 FEET; COURSE NO. 5) SOUTH 89°46'37" EAST, 1083.82 FEET TO A POINT OF CUSP OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 78.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°06'17" WEST AND A CHORD DISTANCE OF 70.86 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°00'48" EAST, A DISTANCE OF 6861.62 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 257.95 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 184.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°29'04" WEST AND A CHORD DISTANCE OF 180.65 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 40°58'55" WEST, A DISTANCE OF 31.56 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 162.29 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 115.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 20°30'24" WEST AND A CHORD DISTANCE OF 113.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°01'53" WEST, A DISTANCE OF 1014.09 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 44°58'07" EAST AND A CHORD DISTANCE OF 35.36 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 00°01'53" WEST, A DISTANCE OF 89.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 45°00'47" WEST AND A CHORD DISTANCE OF 35.25 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 89°57'56" WEST, A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 45°02'04" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°57'56" WEST, A DISTANCE OF 1891.60 FEET; THENCE NORTH 00°02'04" WEST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 89°57'56" WEST, A DISTANCE OF 1133.72 FEET; THENCE SOUTH 04°26'52" EAST, A DISTANCE OF 143.45 FEET; THENCE SOUTH 55°43'06" WEST, A DISTANCE OF 57.12 FEET; THENCE SOUTH 78°51'06" WEST, A DISTANCE OF 84.49 FEET; THENCE NORTH 61°46'43" WEST, A

DISTANCE OF 78.90 FEET; THENCE NORTH 65°44'02" WEST, A DISTANCE OF 119.56 FEET; THENCE NORTH 60°47'55" WEST, A DISTANCE OF 256.22 FEET; THENCE NORTH 73°47'58" WEST, A DISTANCE OF 198.15 FEET; THENCE NORTH 77°49'06" WEST, A DISTANCE OF 145.01 FEET; THENCE NORTH 75°42'52" WEST, A DISTANCE OF 140.02 FEET; THENCE NORTH 77°59'51" WEST, A DISTANCE OF 173.37 FEET; THENCE NORTH 86°59'47" WEST, A DISTANCE OF 159.39 FEET; THENCE SOUTH 41°36'35" WEST, A DISTANCE OF 264.20 FEET; THENCE SOUTH 09°57'33" EAST, A DISTANCE OF 366.77 FEET; THENCE SOUTH 05°51'30" WEST, A DISTANCE OF 298.16 FEET; THENCE SOUTH 01°17'21" EAST, A DISTANCE OF 196.97 FEET; THENCE SOUTH 20°44'01" EAST, A DISTANCE OF 178.78 FEET; THENCE NORTH 89°28'13" WEST, A DISTANCE OF 1755.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BELL ROAD; THENCE SOUTH 00°39'20" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1245.33 FEET; THENCE SOUTH 00°27'49" WEST CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1986.69 FEET TO THE SOUTH LINE OF THE NORTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 28; THENCE SOUTH 89°28'00" WEST, ALONG LAST SAID LINE, AND ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF LOTS 1 AND 2 AND ALONG THE SOUTHERLY LINE OF LOT 3, ALL AS SHOWN ON THE MAP OF SUBDIVISION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 24 EAST, AS RECORDED IN PLAT BOOK 10, PAGE 43, OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 1348.00 FEET TO THE WESTERLY LINE OF SAID TRACT 3, OF SAID MAP OF SUBDIVISION; THENCE NORTH 00°20'18" EAST, ALONG LAST SAID LINE, 661.97 FEET, TO THE SOUTHERLY LINE OF LOT 2, BLOCK 2, SECTION 28, JACKSONVILLE HEIGHTS; THENCE SOUTH 89°27'23" WEST, ALONG LAST SAID LINE, 660.01 FEET, TO THE WESTERLY LINE OF SAID LOT 2, BLOCK 2, SECTION 28; THENCE NORTH 00°19'32" EAST, ALONG LAST SAID LINE, 661.85 FEET TO THE NORTHERLY LINE OF SAID LOT 2, BLOCK 2, SECTION 28; THENCE NORTH 89°26'47" EAST, ALONG LAST SAID LINE, 660.16 FEET, TO THE WESTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 28; THENCE NORTH 00°20'18" EAST, ALONG LAST SAID LINE, 661.97 FEET, TO THE SOUTHERLY LINE OF SAID SECTION 21; THENCE SOUTH 89°26'11" WEST, ALONG LAST SAID LINE, 2596.23 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF NATHAN HALE ROAD (A 60 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES COURSE NO. 1) NORTH 00°25'08" EAST, 2431.10 FEET, TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 330.00 FEET; COURSE NO. 2) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 128.62 FEET, SAID ARC BEING SUBTENDED BY

A CHORD BEARING OF NORTH 10°44'49" WEST AND A CHORD DISTANCE OF 127.81 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 270.00 FEET; COURSE NO. 3) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 105.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 10°43'35" WEST AND A CHORD DISTANCE OF 104.76 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 4) NORTH 00°27'37" EAST, 2661.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 1769.11 ACRES MORE OR LESS.

PARCEL NO. 2

ALL OF SECTIONS 33 & 34, AND A PORTION OF SECTIONS 22, 23, 26, 27, 28, 29, 32 & 35, TOWNSHIP 2 SOUTH, RANGE 24 EAST, TOGETHER WITH ALL OF SECTIONS 3, 4 & 9, AND A PORTION OF SECTIONS 2, 5, 8, 10, 11, 15, 16, & 17, TOWNSHIP 3 SOUTH, RANGE 24 EAST, ALL LYING IN DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 17; THENCE NORTH 00°21'25" EAST, ALONG THE EASTERLY LINE OF THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 8, A DISTANCE OF 329.08 FEET; THENCE NORTH 30°04'17" EAST, 2674.11 FEET, TO THE WESTERLY LINE OF THE EAST ONE-HALF OF SAID SECTION 8; THENCE NORTH 00°14'55" EAST, ALONG LAST SAID LINE, 2632.37 FEET, TO THE WESTERLY LINE OF THE EAST ONE-HALF OF SAID SECTION 5, THENCE NORTH 00°31'42" EAST, ALONG LAST SAID LINE, 5262.43 FEET, TO THE WESTERLY LINE OF THE EAST ONE-HALF OF SAID SECTION 32; THENCE NORTH 00°28'02" EAST, ALONG LAST SAID LINE, 5377.46 FEET, TO THE WESTERLY LINE OF THE EAST ONE-HALF OF SAID SECTION 29; THENCE NORTH 00°46'03" EAST, ALONG LAST SAID LINE, 4387.29 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE NUMBER 10 (STATE ROAD NO. 8, A 300 FOOT RIGHT-OF-WAY AS PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION NO. 7227-401, DATED 3-27-58), AND THE ARC OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 11309.16 FEET, AN ARC DISTANCE OF 1001.60 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 80°56'03" EAST, 1001.27 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 83°28'17" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 13,714.07 FEET, TO THE EASTERLY LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF SAID SECTION 23; THENCE SOUTH 00°36'20" WEST, ALONG LAST SAID LINE. 624.77 FEET, TO THE EASTERLY LINE OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF SAID SECTION 26; THENCE SOUTH

00°30'50" WEST, ALONG LAST SAID LINE, 5305.45 FEET, TO THE SOUTHERLY LINE OF SAID SECTION 26; THENCE NORTH 89°07'01" EAST, ALONG LAST SAID LINE, 2638.80 FEET, TO THE EASTERLY LINE OF THE WEST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 35; THENCE SOUTH 00°33'07" WEST, ALONG LAST SAID LINE, 5278.17 FEET, TO THE EASTERLY LINE OF THE WEST ONE-HALF OF THE EAST ONE-HALF OF SAID SECTION 2; THENCE SOUTH 00°26'48" WEST, ALONG LAST SAID LINE, 3973.85 FEET, TO THE NORTHERLY LINE OF LOT 13, BLOCK 4, SECTION 2, AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 88°46'08" EAST ALONG LAST SAID LINE, 325.88 FEET, TO THE EASTERLY LINE OF LOT 13, BLOCK 4, SECTION 2, JACKSONVILLE HEIGHTS; THENCE SOUTH 01°04'14" WEST, ALONG LAST SAID LINE 1356.95 FEET TO THE SOUTHERLY LINE OF LOT 14, BLOCK 4, SECTION 2, JACKSONVILLE HEIGHTS; THENCE NORTH 89°20'42" EAST, ALONG LAST SAID LINE, 338.32 FEET, TO THE EASTERLY LINE OF LOT 14, BLOCK 4, SECTION 2, JACKSONVILLE HEIGHTS; THENCE SOUTH 00°32'31" WEST, ALONG THE SOUTHERLY PROLONGATION THEREOF, 15.00 FEET, TO THE NORTHERLY LINE OF SECTION 11, SAID LINE BEING THE CENTERLINE OF A 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD, AS SHOWN ON SAID PLAT OF JACKSONVILLE HEIGHTS; THENCE SOUTH 89°20'42" WEST, ALONG LAST SAID LINE, 183.98 FEET, TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF THE WEST ONE-HALF OF LOT 3, BLOCK 1, SECTION 11, JACKSONVILLE HEIGHTS; THENCE SOUTH 01°11'57" EAST ALONG LAST SAID LINE, 15.00 FEET, TO THE NORTHERLY LINE OF LOT 3, BLOCK 1, SECTION 11, JACKSONVILLE HEIGHTS; THENCE SOUTH 89°20'42" WEST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE OF LOT 4, BLOCK 1, A DISTANCE OF 330.38 FEET, TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THE EAST ONE-HALF OF LOT 4, BLOCK 1, SECTION 11, JACKSONVILLE HEIGHTS; THENCE NORTH 01°11'57" WEST, ALONG LAST SAID LINE, 15.00 FEET, TO THE AFORESAID NORTHERLY LINE OF SECTION 11, SAID LINE BEING THE CENTERLINE OF A 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS; THENCE SOUTH 89°20'42" WEST, ALONG LAST SAID LINE, 496.72 FEET, TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 6, BLOCK 1, SECTION 11, JACKSONVILLE HEIGHTS; THENCE SOUTH 00°06'02" WEST, ALONG LAST SAID LINE, AND ALONG THE EASTERLY LINE OF LOT 6, BLOCK 1, A DISTANCE OF 747.21 FEET, TO THE NORTHERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN DEED BOOK 957, PAGE 395 OF SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 59°33'00" WEST, ALONG LAST SAID LINE, 267.47 FEET, TO THE EASTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN DEED BOOK 799, PAGE 52, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTH 00°22'22" WEST, ALONG LAST SAID LINE, 865.06 FEET, TO THE NORTHERLY BOUNDARY OF SAID LANDS DESCRIBED AND RECORDED IN DEED BOOK 799, PAGE 52, SAID

CURRENT PUBLIC RECORDS; THENCE SOUTH 89°20'42" WEST, ALONG LAST LINE, 105.12 FEET, TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 6, BLOCK 1, SECTION 11, JACKSONVILLE HEIGHTS; THENCE NORTH 00°22'22" WEST ALONG LAST SAID LINE, 15.00 FEET, TO THE AFORESAID NORTHERLY LINE OF SECTION 11, SAID LINE BEING THE CENTERLINE OF A 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD, AS SHOWN ON SAID PLAT OF JACKSONVILLE HEIGHTS; THENCE SOUTH 89°20'42" WEST, ALONG LAST SAID LINE, 664.36 FEET, TO THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF A 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD, AS SHOWN ON SAID PLAT OF JACKSONVILLE HEIGHTS; THENCE SOUTH 00°19'13" WEST, ALONG LAST SAID LINE, 662.12 FEET, TO THE NORTH LINE OF LOT 2, BLOCK 2, SECTION 11, JACKSONVILLE HEIGHTS; THENCE SOUTH 88°11'56" WEST, ALONG LAST SAID LINE, 631.12 FEET, TO THE WESTERLY LINE OF LOT 2, BLOCK 2, SECTION 11, JACKSONVILLE HEIGHTS; THENCE SOUTH 00°22'07" WEST, ALONG LAST SAID LINE 662.56 FEET, TO THE SOUTHERLY LINE OF LOT 2, BLOCK 2, SECTION 11, JACKSONVILLE HEIGHTS; THENCE NORTH 88°18'39" EAST, ALONG LAST SAID LINE, 631.63 FEET, TO THE WEST LINE OF A 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD, ALSO KNOWN AS ALCOY ROAD AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS; THENCE SOUTH 00°19'13" WEST, ALONG LAST SAID LINE, 580.70 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD (STATE ROAD NO. 228, A VARIABLE WIDTH RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 72120-2506, DATED 05-19-69); THENCE SOUTH 59°30'45" WEST, ALONG LAST SAID LINE, 1108.29 FEET, TO THE EASTERLY LINE OF LOT 13, BLOCK 2, SECTION 11, JACKSONVILLE HEIGHTS; THENCE NORTH 00°22'12" EAST, ALONG LAST SAID LINE, 1122.87 FEET TO THE NORTHERLY LINE OF LOT 13, BLOCK 2, SECTION 11, JACKSONVILLE HEIGHTS; THENCE SOUTH 89°43'40" WEST, ALONG LAST SAID LINE, 319.70 FEET, TO THE WESTERLY LINE OF LOT 13, BLOCK 2, SECTION 11, JACKSONVILLE HEIGHTS; THENCE SOUTH 00°22'16" WEST, ALONG LAST SAID LINE, 1298.66 FEET, TO THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD; THENCE SOUTH 59°30'45" WEST, ALONG LAST SAID LINE, 64.47 FEET; THENCE SOUTH 30°29'15" EAST, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 10.00 FEET; THENCE SOUTH 59°30'45" WEST, CONTINUING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 305.89 FEET, TO THE EASTERLY LINE OF LOT 6, BLOCK 3, SECTION 11, JACKSONVILLE HEIGHTS; THENCE NORTH 00°22'14" EAST, ALONG LAST SAID LINE, 161.26 FEET, TO THE NORTHERLY LINE OF LOT 6, BLOCK 3, SECTION 11, JACKSONVILLE HEIGHTS; THENCE SOUTH 89°43'28" WEST, ALONG LAST SAID LINE, 323.64 FEET, TO THE WESTERLY LINE OF LOT 6, BLOCK 3, SECTION 11, JACKSONVILLE HEIGHTS; THENCE SOUTH 00°22'14" WEST, ALONG LAST SAID LINE, 350.97 FEET, TO THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD; THENCE SOUTH 59°30'45" WEST, ALONG LAST SAID LINE, 787.00 FEET, TO THE EASTERLY

LINE OF LOT 2, BLOCK 4, SECTION 10, JACKSONVILLE HEIGHTS; THENCE NORTH 00°36'34" EAST, ALONG LAST SAID LINE, 76.42 FEET, TO THE NORTHERLY LINE OF LOT 2, BLOCK 4, JACKSONVILLE HEIGHTS; THENCE NORTH 89°56'02" WEST, ALONG LAST SAID LINE, 651.01 FEET, TO THE WESTERLY LINE OF LOT 2, BLOCK 4, SECTION 10, JACKSONVILLE HEIGHTS; THENCE SOUTH 00°25'06" WEST, ALONG LAST SAID LINE, 450.52 FEET, TO THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD; THENCE SOUTHWESTERLY, SOUTHEASTERLY, AND NORTHWESTERLY, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING NINE (9) COURSES AND DISTANCES: COURSE NO. 1) SOUTH 59°30'45" WEST, 178.20 FEET; COURSE NO. 2) SOUTH 30°29'15" EAST, 10.00 FEET; COURSE NO. 3) SOUTH 59°30'45" WEST, 3073.65 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; COURSE NO. 4) ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 19,148.59 FEET, AN ARC DISTANCE OF 1002.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°00'45" WEST, 1002.50 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 5) SOUTH 56°30'45" WEST, 26.35 FEET; COURSE NO. 6) NORTH 33°29'15" WEST, 10.00 FEET; COURSE NO. 7) SOUTH 56°30'45" WEST, 200.00 FEET; COURSE NO. 8) SOUTH 33°29'15" EAST, 10.00 FEET; COURSE NO. 9) SOUTH 56°30'45" WEST, 7820.56 FEET; THENCE NORTH 45°06'36" WEST, LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 3278.67 FEET; THENCE NORTH 45°10'19" WEST, 1857.21 FEET TO THE EASTERLY LINE OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 17; THENCE NORTH 00°37'25" EAST, ALONG LAST SAID LINE, 1318.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 8319.41 ACRES, MORE OR LESS.

LESS AND EXCEPT: LOT 10, BLOCK 4, SECTION 2, LOT 15, BLOCK 3, SECTION 2, LOT 11, BLOCK 2, SECTION 11, LOTS 2, 15, & 16, BLOCK 1, SECTION 10, ALL AS SHOWN ON SAID PLAT OF JACKSONVILLE HEIGHTS.

ALSO LESS AND EXCEPT A PORTION OF SECTIONS 4, 5, 8, 9, 15, AND 17, ALONG WITH A PART OF TRACTS 5, 6, 7, AND 12, ALL OF TRACTS 8 THROUGH 11, BLOCK 2, AND A PART OF TRACTS 5 AND 12 AND ALL OF TRACT 6, 7, 8, 9, 10, AND 11, OF BLOCK 3, ALL IN SECTION 10, TOGETHER WITH A PART OF TRACTS 2, 10, 11, 12, 13, 14, AND 15, AND ALL OF TRACTS 1, 3, 4, 5, 6, 7, 8, 9, OF BLOCK 1, ALL OF BLOCK 2 AND A PART OF TRACTS 1 THROUGH 5 AND 9 THROUGH 13, AND ALL OF TRACTS 6, 7, AND 8 OF BLOCK 3, A PART OF TRACT 7 OF BLOCK 4, ALL IN SECTION 16, SAID SECTIONS LYING WITHIN TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, AS SHOWN ON MAP OF JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF

DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 89°41'55" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 17, A DISTANCE OF 4536.99 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD (STATE ROAD 228, A 100' RIGHT-OF-WAY AT THIS POINT); THENCE NORTH 56°30'45" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 573.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 56°30'45" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 7,820.56 FEET; THENCE NORTH 33°29'15" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 56°30'45" EAST, A DISTANCE OF 200.00 FEET; THENCE SOUTH 33°29'15" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 56°30'45" EAST, A DISTANCE OF 26.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 19148.59 FEET; THENCE NORTHERLY ALONG AND AROUND THE ARC OF SAID CURVE, A DISTANCE OF 289.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°56'44" EAST, 289.37 FEET; THENCE DEPARTING FROM SAID NORTHWESTERLY RIGHT-OF-WAY LINE NORTH 00°23'25" EAST, A DISTANCE OF 5441.01 FEET; THENCE SOUTH 89°58'58" WEST, A DISTANCE OF 5569.83 FEET; THENCE NORTH 00°00'16" EAST, A DISTANCE OF 4492.00 FEET; THENCE SOUTH 89°45'52" WEST, A DISTANCE OF 3653.95 FEET TO A POINT ON THE WESTERLY PROPERTY LINE OF NAS CECIL FIELD (BY DECLARATION OF TAKING IN CONDEMNATION SUIT NUMBER 481J CIVIL); THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID WESTERLY PROPERTY LINE: COURSE NO. 1) SOUTH 00°31'42" WEST A DISTANCE 4300.00 FEET; COURSE NO. 2) SOUTH 00°14'55" WEST, A DISTANCE OF 2632.37 FEET; COURSE NO. 3) SOUTH 30°04'17" WEST A DISTANCE OF 2674.11 FEET; COURSE NO. 4) SOUTH 00°21'25" WEST, A DISTANCE OF 329.08 FEET; COURSE NO. 5) SOUTH 00°37'25" WEST, A DISTANCE OF 1318.50 FEET; THENCE SOUTH 45°10'19" EAST, A DISTANCE OF 1857.21 FEET; THENCE SOUTH 45°06'36" EAST, A DISTANCE OF 3278.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 2190 ACRES, MORE OR LESS.

PARCEL NO. 3

A PORTION OF SECTIONS 11 AND 12, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 3, SECTION 11, AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE

NORTH 00°22'14" EAST, ALONG THE WESTERLY LINE OF SAID LOT 5, A DISTANCE OF 882.20 FEET, TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD (STATE ROAD NO. 228, A VARIABLE WIDTH RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 72120-2506, DATED 05-16-69); THENCE NORTHEASTERLY, SOUTHEASTERLY, AND NORTHWESTERLY, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1) NORTH 59°30'45" EAST, 425.39 FEET; COURSE NO. 2) SOUTH 30°29'15" EAST, 10.00 FEET; COURSE NO. 3) NORTH 59°30'45" EAST, 450.00 FEET; COURSE NO. 4) NORTH 30°29'15" WEST, 10.00 FEET; COURSE NO. 5) NORTH 59°30'45" EAST, 969.96 FEET, TO THE WESTERLY LINE OF A 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD, AS SHOWN ON SAID PLAT OF JACKSONVILLE HEIGHTS; THENCE SOUTH 00°19'13" WEST ALONG LAST SAID LINE, 504.40 FEET, THENCE SOUTH 00°18'33" WEST CONTINUING ALONG LAST SAID LINE, 30.00 FEET; THENCE SOUTH 00°17'54" WEST CONTINUING ALONG LAST SAID LINE, 638.25 FEET, TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 3, SECTION 11, SAID JACKSONVILLE HEIGHTS; THENCE NORTH 89°33'17" EAST, ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT 8, BLOCK 4, SECTION 11, AND ALONG THE NORTHERLY LINE OF SAID LOT 8, BLOCK 4, A DISTANCE OF 677.53 FEET, TO THE SOUTHEAST CORNER OF LOT 7, SAID BLOCK 4, SECTION 11, THENCE NORTH 00°32'10" EAST, ALONG THE EAST LINE OF SAID LOT 7, BLOCK 4, A DISTANCE OF 666.28 FEET, TO THE SOUTHERLY LINE OF LOT 11, BLOCK 1, SECTION 11, SAID JACKSONVILLE HEIGHTS; THENCE NORTH 89°43'28" EAST, ALONG LAST SAID LINE, 340.65 FEET TO THE EASTERLY LINE OF SAID LOT 11, BLOCK 1; THENCE SOUTH 00°05'45" WEST, ALONG THE SOUTHERLY PROLONGATION THEREOF, 15.00 FEET, TO THE NORTHERLY LINE OF THE SOUTHERLY ONE-HALF OF SAID SECTION 11, SAID LINE BEING THE CENTERLINE OF A 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD, AS SHOWN ON SAID PLAT OF JACKSONVILLE HEIGHTS; THENCE NORTH 89°43'28" EAST, ALONG LAST SAID LINE, 681.39 FEET, TO THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 13, BLOCK 1, SECTION 11; THENCE NORTH 00°15'30" WEST, ALONG LAST SAID LINE, 678.44 FEET, TO THE NORTHERLY LINE OF THE SOUTH HALF OF SAID LOT 13, BLOCK 1; THENCE SOUTH 89°26'09" WEST; ALONG LAST SAID LINE, 338.92 FEET TO THE WESTERLY LINE OF SAID LOT 13, BLOCK 1; THENCE NORTH 00°06'29" WEST, ALONG LAST SAID LINE 634.62 FEET, TO THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD; THENCE NORTH 59°30'45" EAST ALONG LAST SAID LINE, 404.54 FEET, TO THE ARC OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 22768.31 FEET, AN ARC DISTANCE OF 370.26 FEET, SAID ARC

BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°58'42" EAST, 370.26 FEET, TO THE WESTERLY LINE OF LOT 2, BLOCK 1, SECTION 11; THENCE SOUTH 00°29'41" EAST, ALONG LAST SAID LINE, 347.84 FEET, TO THE NORTHERLY LINE OF LOT 15, BLOCK 1, SAID JACKSONVILLE HEIGHTS; THENCE NORTH 89°37'25" EAST, ALONG LAST SAID LINE, 641.29 FEET, TO THE WESTERLY LINE OF A 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD AS SHOWN ON SAID PLAT OF JACKSONVILLE HEIGHTS; THENCE SOUTH 00°23'36" EAST, ALONG LAST SAID LINE, 334.34 FEET, TO THE NORTHERLY LINE OF THE SOUTH HALF OF LOT 15, BLOCK 1, JACKSONVILLE HEIGHTS; THENCE SOUTH 89°39'32" WEST ALONG LAST SAID LINE, 640.69 FEET TO THE EASTERLY LINE OF LOT 14, BLOCK 1, JACKSONVILLE HEIGHTS; THENCE SOUTH 00°29'41" EAST, ALONG LAST SAID LINE, 1001.85 FEET, TO NORTHERLY LINE OF A 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD, AS SHOWN ON SAID PLAT OF JACKSONVILLE HEIGHTS; THENCE NORTH 89°43'28" EAST, ALONG LAST SAID LINE, 638.85 FEET, TO THE SOUTHEAST CORNER OF LOT 16, BLOCK 1, SECTION 11, JACKSONVILLE HEIGHTS; THENCE NORTH 89°00'32" EAST, 30.00 FEET, TO THE SOUTHWEST CORNER OF LOT 10, BLOCK 2, SECTION 12, JACKSONVILLE HEIGHTS; THENCE NORTH 88°18'29" EAST, ALONG THE NORTH LINE OF A 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD, AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS, 660.39 FEET, TO THE EASTERLY LINE OF LOT 10, BLOCK 2, SECTION 12, JACKSONVILLE HEIGHTS; THENCE NORTH 00°33'08" WEST, ALONG LAST SAID LINE, 660.54 FEET, TO THE NORTHERLY LINE OF LOT 10, BLOCK 2, SECTION 12, JACKSONVILLE HEIGHTS; THENCE SOUTH 88°54'08" WEST, ALONG LAST SAID LINE, 659.63 FEET, TO THE EASTERLY LINE OF A 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD, AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS; THENCE NORTH 00°29'43" WEST, ALONG LAST SAID LINE, 669.72 FEET TO THE NORTHERLY LINE OF LOT 9, BLOCK 2, SECTION 12, JACKSONVILLE HEIGHTS; THENCE NORTH 88°40'42" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHERLY LINE OF LOT 11, BLOCK 2, SECTION 12, A DISTANCE OF 978.16 FEET TO THE EASTERLY LINE OF LOT 11, BLOCK 2, SECTION 12, JACKSONVILLE HEIGHTS; THENCE SOUTH 00°20'17" EAST, ALONG LAST SAID LINE, 1345.87 FEET, TO THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 12, SAID LINE BEING THE CENTERLINE OF A 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD, AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS; THENCE NORTH 88°18'29" EAST, ALONG LAST SAID LINE, 659.31 FEET, TO THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 4, BLOCK 3, SECTION 12, JACKSONVILLE HEIGHTS; THENCE SOUTH 00°55'42" WEST, ALONG LAST SAID LINE AND ALONG THE EASTERLY LINE OF LOT 13, BLOCK 3, SECTION 12, JACKSONVILLE HEIGHTS, 2545.49 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF 103RD STREET, STATE ROAD NO. 134, A VARIABLE WIDTH RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION NO. 72220-2509, DATED 05-23-83; THENCE SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES:

COURSE NO. 1) SOUTH 89°32'46" WEST, 1719.47 FEET; COURSE NO. 2) SOUTH 89°15'39" WEST, 2585.14 FEET; COURSE NO. 3) SOUTH 88°46'35" WEST, 656.47 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 429, PAGE 452, OF SAID CURRENT PUBLIC RECORDS; THENCE NORTHEASTERLY AND SOUTHWESTERLY, ALONG THE EASTERLY, NORTHERLY, AND WESTERLY LINES OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 429, PAGE 452, OF SAID CURRENT PUBLIC RECORDS, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1) NORTH 00°16'29" EAST, 335.00 FEET; COURSE NO. 2) SOUTH 88°46'35" WEST, 75.00 FEET; COURSE NO. 3) SOUTH 00°16'29" WEST, 335.00 FEET, TO THE AFORESAID NORTHERLY LINE OF 103RD STREET; THENCE SOUTH 88°46'35" WEST, ALONG LAST SAID LINE, 1193.32 FEET TO THE WESTERLY LINE OF LOT 11, BLOCK 3, SECTION 11, SAID JACKSONVILLE HEIGHTS; THENCE NORTH 00°22'14" EAST, ALONG LAST SAID LINE, 1275.00 FEET, TO THE NORTHERLY LINE OF SAID LOT 11, BLOCK 3; THENCE SOUTH 89°34'17" EAST ALONG LAST SAID LINE, 323.62 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT LOT 1, BLOCK 4, SECTION 11, TOWNSHIP 3 SOUTH, RANGE 24 EAST, AS SHOWN ON SAID PLAT OF JACKSONVILLE HEIGHTS.

CONTAINING 378.23 ACRES, MORE OR LESS.

PARCEL NO. 4

A PORTION OF SECTIONS 10 AND 11, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD (STATE ROAD 228, A VARIABLE WIDTH RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 72120-2506, DATED 05-16-69) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF 103RD STREET (STATE ROAD NO. 134, A VARIABLE WIDTH RIGHT-OF-WAY PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION NO. 72220-2509, DATED 05-23-83); THENCE SOUTH 89°09'30" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF 103RD STREET, 1279.35 FEET; THENCE SOUTH 89°46'37" EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 314.20 FEET, TO THE WESTERLY LINE OF LOT 14, BLOCK 4, SECTION 10, AS SHOWN ON THE PLAT OF JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00°34'51" EAST, ALONG LAST SAID LINE, 562.59 FEET, TO THE NORTHERLY LINE OF THE SOUTH HALF OF SAID LOT 14; THENCE NORTH 89°40'36" EAST, ALONG LAST SAID LINE, AND ALONG THE NORTHERLY LINE

OF LOT 16, SAID BLOCK 4, SECTION 10, A DISTANCE OF 990.27 FEET, TO THE WESTERLY LINE OF A 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD, AS SHOWN ON SAID PLAT OF JACKSONVILLE HEIGHTS; THENCE SOUTH $00^{\circ}36'34''$ WEST, ALONG LAST SAID LINE, 572.03 FEET, TO THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF 103RD STREET; THENCE SOUTH $89^{\circ}46'37''$ EAST, ALONG LAST SAID LINE, 12.97 FEET; THENCE NORTH $88^{\circ}46'35''$ EAST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 17.04 FEET, TO THE EASTERLY LINE OF THE AFORESAID 30 FOOT RIGHT-OF-WAY EASEMENT/ROAD, AS SHOWN ON SAID PLAT OF JACKSONVILLE HEIGHTS; THENCE NORTH $00^{\circ}36'34''$ EAST, ALONG LAST SAID LINE, 1595.43 FEET, TO THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD; THENCE SOUTH $59^{\circ}30'45''$ WEST, ALONG LAST SAID LINE, 407.95 FEET; THENCE SOUTH $00^{\circ}25'06''$ WEST, 162.48 FEET; THENCE NORTH $89^{\circ}34'54''$ WEST, 271.42 FEET, TO THE AFORESAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF NORMANDY BOULEVARD; THENCE SOUTHWESTERLY AND SOUTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1) SOUTH $59^{\circ}30'45''$ WEST, 920.89 FEET; COURSE NO. 2) SOUTH $30^{\circ}29'15''$ EAST, 10.00 FEET; COURSE NO. 3) SOUTH $59^{\circ}30'45''$ WEST, 600.00 FEET; COURSE NO. 4) SOUTH $30^{\circ}29'15''$ EAST, 10.00 FEET; COURSE NO. 5) SOUTH $59^{\circ}30'45''$ WEST, 818.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.87 ACRES, MORE OR LESS.

LESS AND EXCEPT EXHIBIT "A" AS FOLLOWS:



ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210
PHONE (904) 384-8377 FAX (904) 384-8388

GOLF COURSE / PSC 51
JACKSONVILLE PORT AUTHORITY
NAS CECIL FIELD

LEGAL DESCRIPTION

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF TRACTS 1, 3, 4, 5, AND 6, BLOCK 2, SECTION 22, TOWNSHIP 3 SOUTH, RANGE 24 EAST; ALL BEING PART OF JACKSONVILLE HEIGHTS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; AND ALSO A PART OF SECTIONS 15 AND 16, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15, THENCE NORTH 00 DEGREES 31 MINUTES 48 SECONDS EAST ALONG THE LINE DIVIDING SAID SECTIONS 15 AND 16, A DISTANCE OF 1072.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 33 DEGREES 45 MINUTES 00 SECONDS WEST, DEPARTING SAID LINE DIVIDING SECTIONS 15 AND 16, A DISTANCE OF 698.10 FEET; THENCE NORTH 49 DEGREES 17 MINUTES 07 SECONDS WEST, A DISTANCE OF 566.18 FEET; THENCE NORTH 09 DEGREES 11 MINUTES 36 SECONDS EAST, A DISTANCE OF 253.38 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 215.51 FEET; THENCE NORTH 34 DEGREES 01 MINUTES 44 SECONDS EAST, A DISTANCE OF 171.23 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 05 SECONDS WEST, A DISTANCE OF 141.89 FEET; THENCE NORTH 78 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 340.90 FEET; THENCE NORTH 43 DEGREES 24 MINUTES 08 SECONDS EAST, A DISTANCE OF 477.60 FEET; THENCE NORTH 56 DEGREES 19 MINUTES 14 SECONDS EAST, A DISTANCE OF 1478.34 FEET; THENCE NORTH 57 DEGREES 14 MINUTES 25 SECONDS EAST, A DISTANCE OF 2337.66 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 42 SECONDS EAST, A DISTANCE OF 1170.81 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST, A DISTANCE OF 491.03 FEET; THENCE SOUTH 06 DEGREES 31 MINUTES 09 SECONDS WEST, A DISTANCE OF 905.19 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 49 SECONDS EAST, A DISTANCE OF 1232.85 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 27 SECONDS WEST, A DISTANCE OF 1259.11 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 38 SECONDS WEST, A DISTANCE OF 1237.10 FEET; THENCE NORTH 55 DEGREES 52 MINUTES 59 SECONDS WEST, A DISTANCE OF 89.95 FEET; THENCE NORTH 33 DEGREES 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 1230.67 FEET TO AFORESAID LINE DIVIDING SECTIONS 15 AND 16 AND THE POINT OF BEGINNING.

CONTAINING 229.25 ACRES (9,986,209 SQUARE FEET), MORE OR LESS

SHEET 1 OF 2



EXHIBIT A

ARC SURVEYING & MAPPING, INC.
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PHONE (904) 384-8377 FAX (904) 384-8388

Book 9784 Page 2054



DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 14 AUGUST 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-16.
3. AUGUST 9, 2000 - REVISED DIMENSION IN LEGAL DISCRIPTION FROM 470.60 FEET TO 477.60.



EXHIBIT A

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ARC SURVEYING & MAPPING, INC.

5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210
PHONE (904) 384-8377 FAX (904) 384-8388OLD GOLF COURSE
NAS CECIL FIELD

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND BEING A PORTION OF TRACTS 1, 2, 3, 4, 13, 14, 15, AND 16, BLOCK 2, SECTION 22, TOWNSHIP 3 SOUTH, RANGE 24 EAST, JACKSONVILLE HEIGHTS ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, THENCE NORTH 89 DEGREES 08 MINUTES 06 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 2093.02 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 52 SECONDS WEST, DEPARTING SAID NORTHERLY LINE OF SECTION 22, A DISTANCE OF 60.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 14 MINUTES 52 SECONDS WEST, A DISTANCE OF 1785.87 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 543.57 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 242.68 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 37 SECONDS WEST, A DISTANCE OF 761.93 FEET; THENCE NORTH 78 DEGREES 05 MINUTES 47 SECONDS WEST, A DISTANCE OF 103.31 FEET; THENCE NORTH 63 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 100.87 FEET; THENCE NORTH 41 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 82.79 FEET; THENCE NORTH 31 DEGREES 06 MINUTES 21 SECONDS WEST, A DISTANCE OF 93.18 FEET; THENCE NORTH 12 DEGREES 18 MINUTES 03 SECONDS WEST, A DISTANCE OF 93.60 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 22 SECONDS EAST, A DISTANCE OF 1329.72 FEET; THENCE NORTH 17 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 117.70 FEET; THENCE NORTH 33 DEGREES 03 MINUTES 41 SECONDS EAST, A DISTANCE OF 161.00 FEET; THENCE NORTH 53 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 149.59 FEET; THENCE NORTH 69 DEGREES 40 MINUTES 53 SECONDS EAST, A DISTANCE OF 130.36 FEET; THENCE NORTH 85 DEGREES 11 MINUTES 16 SECONDS EAST, A DISTANCE OF 172.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 26.05 ACRES, MORE OR LESS

DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 03 MAR 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-25



EXHIBIT A

ARC SURVEYING & MAPPING, INC.

5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210
PHONE (904) 384-8377 FAX (904) 384-8388

Book 9784 Page 2056

BUILDING 199
NAS CECIL FIELD

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND BEING A PORTION OF TRACT 5, BLOCK 1, SECTION 22, TOWNSHIP 3 SOUTH, RANGE 24 EAST, JACKSONVILLE HEIGHTS ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 22, THENCE SOUTH 89 DEGREES 08 MINUTES 06 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1359.40 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 11 SECONDS EAST, DEPARTING SAID NORTHERLY LINE OF SECTION 22, A DISTANCE OF 43.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 00 MINUTES 11 SECONDS EAST, A DISTANCE OF 375.04 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 43 SECONDS WEST, A DISTANCE OF 295.03 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 19 SECONDS EAST, A DISTANCE OF 372.46 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 09 SECONDS EAST, A DISTANCE OF 294.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.53 ACRES, MORE OR LESS

DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 03 MAR 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-06.



EXHIBIT A

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ARC SURVEYING & MAPPING, INC.

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BUILDING 9
NAS CECIL FIELD

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND BEING A PORTION OF TRACTS 12 AND 13, BLOCK 1, SECTION 22, TOWNSHIP 3 SOUTH, RANGE 24 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 22, THENCE PROCEED SOUTH 89 DEGREES 14 MINUTES 09 SECONDS WEST, A DISTANCE OF 1191.51 FEET ALONG THE SOUTHERLY LINE OF SAID SECTION 22; THENCE NORTH 00 DEGREES 12 MINUTES 31 SECONDS EAST, DEPARTING SAID SOUTHERLY LINE OF SECTION 22, A DISTANCE OF 2681.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 12 MINUTES 31 SECONDS EAST, A DISTANCE OF 120.87 FEET; THENCE NORTH 88 DEGREES 52 MINUTES 38 SECONDS WEST, A DISTANCE OF 9.85 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 19 SECONDS WEST, A DISTANCE OF 10.36 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 27 SECONDS EAST, A DISTANCE OF 9.77 FEET; THENCE NORTH 01 DEGREES 27 MINUTES 14 SECONDS WEST, A DISTANCE OF 16.54 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 28 SECONDS WEST, A DISTANCE OF 83.31 FEET; THENCE NORTH 00 DEGREES 47 MINUTES 11 SECONDS WEST, A DISTANCE OF 24.72 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 51 SECONDS WEST, A DISTANCE OF 35.65 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 03 SECONDS WEST, A DISTANCE OF 172.65 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 33 SECONDS EAST, A DISTANCE OF 120.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.43 ACRES, MORE OR LESS

DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 03 MAR 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-08



EXHIBIT A

Book 9784 Page 2058

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210
PHONE (904) 384-8377 FAX (904) 384-8388

TFM BFM
NAS CECIL FIELD

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND BEING A PART OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE PROCEED SOUTH 89 DEGREES 08 MINUTES 06 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 15, A DISTANCE OF 1368.20 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 03 SECONDS EAST, DEPARTING SAID SOUTHERLY LINE OF SECTION 15, A DISTANCE OF 825.69 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 50 MINUTES 17 SECONDS WEST, A DISTANCE OF 764.86 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 11 SECONDS WEST, A DISTANCE OF 629.82 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, A DISTANCE OF 779.38 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 631.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.17 ACRES, MORE OR LESS

DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 03 MAR 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-21.



EXHIBIT A

Book 9784 Page 2059

ARC SURVEYING & MAPPING, INC.

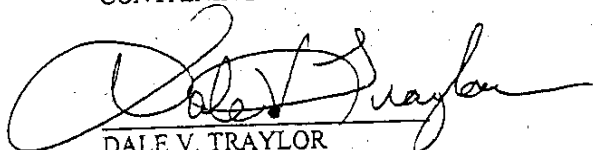
5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210
PHONE (904) 384-8377 FAX (904) 384-8388PSC 45
NAS CECIL FIELD

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND BEING A PORTION OF TRACTS 4 AND 5, BLOCK 4, SECTION 22, TOWNSHIP 3 SOUTH, RANGE 24 EAST, JACKSONVILLE HEIGHTS ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 22, THENCE SOUTH 89 DEGREES 14 MINUTES 09 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1086.90 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 20 SECONDS WEST, DEPARTING SAID SOUTHERLY LINE OF SECTION 22, A DISTANCE OF 2251.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 09 MINUTES 20 SECONDS WEST, A DISTANCE OF 272.68 FEET; THENCE NORTH 87 DEGREES 33 MINUTES 41 SECONDS WEST, A DISTANCE OF 230.24 FEET; THENCE SOUTH 62 DEGREES 58 MINUTES 59 SECONDS WEST, A DISTANCE OF 61.22 FEET; THENCE NORTH 89 DEGREES 18 MINUTES 43 SECONDS WEST, A DISTANCE OF 44.91 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 47 SECONDS EAST, A DISTANCE OF 15.63 FEET; THENCE NORTH 76 DEGREES 29 MINUTES 30 SECONDS WEST, A DISTANCE OF 44.73 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 74.44 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 42 SECONDS WEST, A DISTANCE OF 254.15 FEET; THENCE SOUTH 44 DEGREES 40 MINUTES 14 SECONDS EAST, A DISTANCE OF 30.38 FEET; THENCE NORTH 86 DEGREES 52 MINUTES 36 SECONDS EAST, A DISTANCE OF 55.35 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 34 SECONDS EAST, A DISTANCE OF 373.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.79 ACRES, MORE OR LESS

DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 03 MAR 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-25



EXHIBIT A

ARC SURVEYING & MAPPING, INC.
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PHONE (904) 384-8377 FAX (904) 384-8388

Book 9784 Page 2060

SITE BUILDING 404
NAS CECIL FIELD

LEGAL DESCRIPTION

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE SOUTH 89 DEGREES 08 MINUTES 06 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 15, A DISTANCE OF 2371.28 FEET; THENCE NORTH 24 DEGREES 06 MINUTES 30 SECONDS WEST, DEPARTING SAID SOUTHERLY LINE OF SECTION 15, A DISTANCE OF 1284.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 24 DEGREES 06 MINUTES 30 SECONDS WEST, A DISTANCE OF 38.43 FEET; THENCE SOUTH 66 DEGREES 11 MINUTES 18 SECONDS WEST, A DISTANCE OF 63.44 FEET; THENCE SOUTH 21 DEGREES 30 MINUTES 33 SECONDS EAST, A DISTANCE OF 40.04 FEET; THENCE NORTH 64 DEGREES 40 MINUTES 42 SECONDS EAST, A DISTANCE OF 65.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.06 ACRES (2521 SQUARE FEET), MORE OR LESS

DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 03 MAR 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-13



EXHIBIT A

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Book 9784 Page 2061

SITE BUILDING 271
NAS CECIL FIELD

LEGAL DESCRIPTION

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE SOUTH 89 DEGREES 08 MINUTES 06 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 15, A DISTANCE OF 968.35 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 42 SECONDS WEST, DEPARTING SAID SOUTHERLY LINE OF SECTION 15, A DISTANCE OF 541.38 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 01 MINUTES 42 SECONDS WEST, A DISTANCE OF 251.05 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 35 SECONDS WEST ALONG THE SOUTHERLY LINE OF CECIL PINES STREET (NO RIGHT-OF-WAY WIDTH ESTABLISHED), A DISTANCE OF 328.04 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 02 SECONDS WEST ALONG THE EASTERLY LINE OF POOLSIDE AVENUE (NO RIGHT-OF-WAY WIDTH ESTABLISHED), A DISTANCE OF 225.71 FEET; THENCE SOUTH 86 DEGREES 54 MINUTES 01 SECONDS EAST, A DISTANCE OF 332.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.81 ACRES (78843 SQUARE FEET), MORE OR LESS

DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 03 MAR 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-17



EXHIBIT A

ARC SURVEYING & MAPPING, INC.
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Book 9784 Page 2062

BUILDING 428
NAS CECIL FIELD

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND BEING A PART OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 24 EAST OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 15, THENCE NORTH 89 DEGREES 08 MINUTES 06 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID SECTION 15, A DISTANCE OF 2261.50' FEET; THENCE NORTH 00 DEGREES 51 MINUTES 54 SECONDS WEST, DEPARTING SAID SOUTHERLY LINE OF SECTION 15, A DISTANCE OF 2111.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46 DEGREES 04 MINUTES 31 SECONDS WEST, A DISTANCE OF 160.22 FEET; THENCE NORTH 45 DEGREES 06 MINUTES 52 SECONDS EAST, A DISTANCE OF 74.39 FEET; THENCE SOUTH 45 DEGREES 03 MINUTES 13 SECONDS EAST, A DISTANCE OF 152.72 FEET; THENCE SOUTH 39 DEGREES 09 MINUTES 25 SECONDS WEST, A DISTANCE OF 71.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.26 ACRES, MORE OR LESS

DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 03 MAR 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-14



EXHIBIT A

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Book 9784 Page 2063

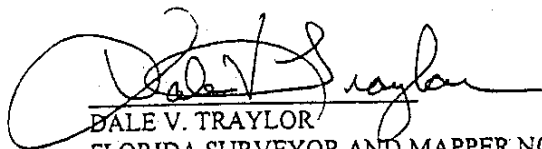
PSC 49
NAS CECIL FIELD

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND BEING A PART OF SECTIONS 16 AND 21, TOWNSHIP 3 SOUTH, RANGE 24 EAST, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 21, THENCE PROCEED SOUTH 89 DEGREES 43 MINUTES 06 SECONDS WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 21, A DISTANCE OF 624.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECOND WEST DEPARTING SAID NORTHERLY LINE OF SECTION 21, A DISTANCE OF 410.11 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS WEST, A DISTANCE OF 570.04 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 11 SECONDS EAST, A DISTANCE OF 784.99 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 510.00 FEET; THENCE SOUTH 42 DEGREES 42 MINUTES 35 SECONDS EAST, A DISTANCE OF 88.46 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECOND WEST, A DISTANCE OF 309.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.22 ACRES, MORE OR LESS


DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 03 MAR 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-03.



EXHIBIT A

ARC SURVEYING & MAPPING, INC.
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Book 9784 Page 2064

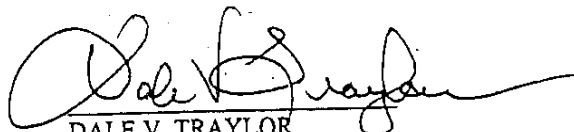
SITE 5
NAS CECIL FIELD

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND BEING A PART OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 24 EAST, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE SOUTH 89 DEGREES 26 MINUTES 03 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 21, A DISTANCE OF 914.90 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 13 SECONDS WEST, DEPARTING SAID SOUTHERLY LINE OF SECTION 21, A DISTANCE OF 2319.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 49 SECONDS WEST, A DISTANCE OF 291.67 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECOND WEST, A DISTANCE OF 294.82 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST, A DISTANCE OF 291.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS EAST, A DISTANCE OF 294.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.97 ACRES, MORE OR LESS



DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 03 MAR 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-07.



EXHIBIT A

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Book 9784 Page 2065

PSC 44/PSC 32
NAS CECIL FIELD

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND BEING A PART TRACT 16, BLOCK 2 AND A PART OF TRACTS 1, 3 AND 4, BLOCK 3, AND A PORTION OF A 30 FOOT PLATTED RIGHT OF WAY (NOT OPEN) SECTION 22, TOWNSHIP 3 SOUTH, RANGE 24 EAST, JACKSONVILLE HEIGHTS, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22, THENCE NORTH 00 DEGREES 41 MINUTES 11 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID SECTION 22, A DISTANCE OF 2034.40 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 57 SECONDS EAST, DEPARTING SAID WESTERLY LINE OF SECTION 22, A DISTANCE OF 1369.63 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 18 SECONDS WEST, A DISTANCE OF 212.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 00 MINUTES 18 SECONDS WEST, A DISTANCE OF 10.64 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 454.40 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 01 SECOND WEST, A DISTANCE OF 147.73 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, A DISTANCE OF 277.22 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS EAST, A DISTANCE OF 428.55 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 58 SECONDS EAST, A DISTANCE OF 116.75 FEET; THENCE NORTH 87 DEGREES 24 MINUTES 58 SECONDS EAST, A DISTANCE OF 305.17 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 45 SECONDS WEST, A DISTANCE OF 188.69 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 31 SECONDS EAST, A DISTANCE OF 116.63 FEET; THENCE SOUTH 00 DEGREES 42 MINUTES 29 SECONDS WEST, A DISTANCE OF 406.02 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 11 SECONDS WEST, A DISTANCE OF 784.70 FEET; THENCE SOUTH 04 DEGREES 26 MINUTES 53 SECONDS EAST, A DISTANCE OF 143.45 FEET; THENCE SOUTH 55 DEGREES 43 MINUTES 07 SECONDS WEST, A DISTANCE OF 57.12 FEET; THENCE SOUTH 78 DEGREES 51 MINUTES 04 SECONDS WEST, A DISTANCE OF 84.49 FEET; THENCE NORTH 61 DEGREES 46 MINUTES 41 SECONDS WEST, A DISTANCE OF 78.90 FEET; THENCE NORTH 65 DEGREES 44 MINUTES 02 SECONDS WEST, A DISTANCE OF 119.56 FEET; THENCE NORTH 60 DEGREES 47 MINUTES 55 SECONDS WEST, A DISTANCE OF 207.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.13 ACRES, MORE OR LESS

DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 10 AUGUST 2000



EXHIBIT A

ARC SURVEYING & MAPPING, INC.

5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210
PHONE (904) 384-8377 FAX (904) 384-8388

Book 9784 Page 2066

**BUILDING 190
NAS CECIL FIELD**

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND BEING A PART OF TRACT 8, BLOCK 1, SECTION 22, TOWNSHIP 3 SOUTH, RANGE 24 EAST, OF JACKSONVILLE HEIGHTS ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 22, THENCE SOUTH 89 DEGREES 08 MINUTES 06 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 2044.96 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 57 SECONDS WEST, DEPARTING SAID NORTHERLY LINE OF SECTION 22, A DISTANCE OF 793.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 05 MINUTES 57 SECONDS WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 10 SECONDS WEST, A DISTANCE OF 164.73 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 14 SECONDS EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 03 SECONDS EAST, A DISTANCE OF 164.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.26 ACRES, MORE OR LESS

DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 17 AUGUST 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-11.
3. 8/10/00 - REVISED TO SHOW CHANGE IN POINT OF COMMENCEMENT FROM THE NORTHWEST CORNER OF SECTION 22 TO THE NORTHEAST CORNER OF SECTION 22.
4. 8/14/00 - REVISED TO SHOW CHANGE FROM 2044.96 TO 204496 FEET.



EXHIBIT A

ARC SURVEYING & MAPPING, INC.
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Book 9784 Page 2067

BUILDING 46
NAS CECIL FIELD

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OF LAND BEING A PART OF TRACTS 6, 8 AND 9, BLOCK 1, SECTION 22, TOWNSHIP 3 SOUTH, RANGE 24 EAST, JACKSONVILLE HEIGHTS ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 93 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 22, THENCE SOUTH 89 DEGREES 08 MINUTES 06 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID SECTION 22, A DISTANCE OF 1994.53 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST, DEPARTING SAID NORTHERLY LINE OF SECTION 22, A DISTANCE OF 1038.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST, A DISTANCE OF 170.04 FEET; THENCE SOUTH 57 DEGREES 18 MINUTES 33 SECONDS WEST, A DISTANCE OF 398.07 FEET; THENCE SOUTH 86 DEGREES 38 MINUTES 03 SECONDS WEST, A DISTANCE OF 340.58 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 14 SECONDS EAST, A DISTANCE OF 250.01 FEET; THENCE NORTH 62 DEGREES 09 MINUTES 15 SECONDS EAST, A DISTANCE OF 299.69 FEET; THENCE NORTH 79 DEGREES 22 MINUTES 53 SECONDS EAST, A DISTANCE OF 81.38 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, A DISTANCE OF 330.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.69 ACRES, MORE OR LESS

DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 10 AUGUST 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-05.
3. 8/10/00 - REVISED 299.69 TO 299.69 FEET.



EXHIBIT A

ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210
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Book 9784 Page 2068

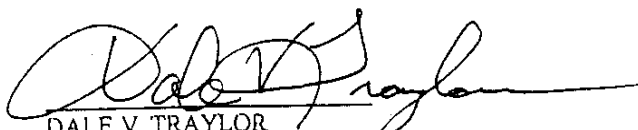
SITE BUILDING 623
NAS CECIL FIELD

LEGAL DESCRIPTION

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 4, THENCE PROCEED NORTH 88 DEGREES 54 MINUTES 58 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 4, A DISTANCE OF 2267.92 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 10 SECONDS EAST, A DISTANCE OF 406.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 01 MINUTE 10 SECONDS EAST, A DISTANCE OF 103.66 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 28 SECONDS EAST, A DISTANCE OF 117.19 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 02 SECONDS WEST, A DISTANCE OF 103.63 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 39 SECONDS WEST, A DISTANCE OF 117.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.28 ACRES (12135.98 SQUARE FEET), MORE OR LESS


DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 10 AUGUST 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-13.
3. 8/10/00 - REVISED SECTION 14 TO SECTION 4.



EXHIBIT A

Book 9784 Page 2069

ARC SURVEYING & MAPPING, INC.

5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210
PHONE (904) 384-8377 FAX (904) 384-8388

FORMER RAILROAD BED - MAIN BASE
NAS CECIL FIELD

LEGAL DESCRIPTION

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF SECTIONS 15 AND 22, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD (ALSO KNOWN AS STATE ROAD No. 228, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT OF WAY LINE OF 103rd STREET (ALSO KNOWN AS STATE ROAD No. 134, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 89 DEGREES 09 MINUTES 28 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF 103rd STREET, A DISTANCE OF 1205.67 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 07 SECONDS WEST, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF 103rd STREET, A DISTANCE OF 190.34 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID 103rd STREET AND THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 09 MINUTES 28 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF 103rd STREET, A DISTANCE OF 25.47 FEET TO A NON-TANGENT POINT OF CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 365.07 FEET, A CENTRAL ANGLE OF 87 DEGREES 36 MINUTES 49 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 46 DEGREES 36 MINUTES 46 SECONDS EAST, 505.42 FEET; THENCE SOUTHEASTERLY DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF 103rd STREET AND ALONG THE ARC OF SAID CURVE A DISTANCE OF 558.24 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 34 MINUTES 49 SECONDS EAST, A DISTANCE OF 713.23 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 48 SECONDS EAST, A DISTANCE OF 25.00 FEET ALONG THE PROPOSED BOUNDARY BETWEEN THE JACKSONVILLE ECONOMIC DEVELOPMENT COUNCIL AND THE JACKSONVILLE PORT AUTHORITY; THENCE SOUTH 89 DEGREES 34 MINUTES 49 SECONDS WEST, A DISTANCE OF 713.05 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 390.07 FEET, A CENTRAL ANGLE OF 70 DEGREES 09 MINUTES 16 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55 DEGREES 20 MINUTES 33 SECONDS WEST, 448.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 477.61 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 00 DEGREES 39 MINUTES 56 SECONDS WEST, A DISTANCE OF 4265.15 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 20 SECONDS WEST, A DISTANCE OF 888.96 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 2200.16 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS EAST, A DISTANCE OF 718.12 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 49 SECONDS WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 11 SECONDS WEST, A DISTANCE OF 27.94 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 37 SECONDS EAST, A DISTANCE OF 9.41 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 32 SECONDS WEST, A DISTANCE OF 26.28 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 37 SECONDS WEST, A DISTANCE OF 9.13 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 11 SECONDS WEST, A DISTANCE OF 297.26 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 17 SECONDS EAST, A DISTANCE OF 10.58 FEET; THENCE NORTH 00 DEGREES 19



EXHIBIT A

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MINUTES 09 SECONDS EAST, A DISTANCE OF 26.31 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 17 SECONDS WEST, A DISTANCE OF 10.75 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 11 SECONDS WEST, A DISTANCE OF 340.36 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 27 SECONDS EAST, A DISTANCE OF 871.83 FEET; THENCE SOUTH 23 DEGREES 37 MINUTES 10 SECONDS WEST, A DISTANCE OF 52.90 FEET TO POINT OF CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 501.92 FEET, A CENTRAL ANGLE OF 64 DEGREES 27 MINUTES 44 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55 DEGREES 51 MINUTES 02 SECONDS WEST, 535.38 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 564.70 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88 DEGREES 04 MINUTES 55 SECONDS WEST, A DISTANCE OF 451.75 FEET TO A NON-TANGENT POINT OF CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 346.68 FEET, A CENTRAL ANGLE OF 88 DEGREES 03 MINUTES 25 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44 DEGREES 02 MINUTES 43 SECONDS WEST, 481.95 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 532.81 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 00 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 88.73 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 15.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 856.57 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 45 SECONDS WEST, A DISTANCE OF 78.11 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 26 SECONDS WEST, A DISTANCE OF 76.66 FEET; THENCE NORTH 01 DEGREES 41 MINUTES 17 SECONDS EAST, A DISTANCE OF 780.18 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 6.48 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 43 SECONDS EAST, A DISTANCE OF 63.88 FEET TO A NON-TANGENT POINT OF CURVE; SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 404.20 FEET, A CENTRAL ANGLE OF 90 DEGREES 49 MINUTES 06 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45 DEGREES 49 MINUTES 16 SECONDS EAST, 575.69 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 640.69 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 88 DEGREES 04 MINUTES 39 SECONDS EAST, A DISTANCE OF 450.79 FEET TO A POINT OF CURVE; SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 471.92 FEET, A CENTRAL ANGLE OF 64 DEGREES 27 MINUTES 44 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55 DEGREES 51 MINUTES 02 SECONDS EAST, 503.38 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 530.95 FEET TO A POINT ON A NON-TANGENT LINE; THENCE SOUTH 66 DEGREES 22 MINUTES 50 SECONDS EAST, A DISTANCE OF 6.00 FEET; THENCE NORTH 23 DEGREES 37 MINUTES 10 SECONDS EAST, A DISTANCE OF 33.05 FEET; THENCE NORTH 66 DEGREES 22 MINUTES 50 SECONDS WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 23 DEGREES 37 MINUTES 10 SECONDS EAST, A DISTANCE OF 26.93 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 265.42 FEET, A CENTRAL ANGLE OF 23 DEGREES 34 MINUTES 43 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11 DEGREES 49 MINUTES 48 SECONDS EAST, 108.46 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 109.23 FEET TO A NON-TANGENT POINT; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST, A DISTANCE OF 2.50 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 27 SECONDS EAST, A DISTANCE OF 1203.80 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 20 SECONDS EAST, A DISTANCE OF 889.09 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 56 SECONDS EAST, A



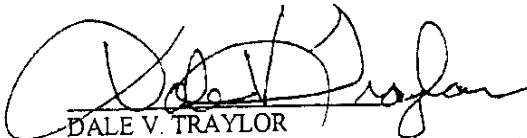
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ARC SURVEYING & MAPPING, INC.
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DISTANCE OF 388.81 FEET; THENCE NORTH 89 DEGREES 20 MINUTES 04 SECONDS WEST, A
DISTANCE OF 16.11 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 11 SECONDS EAST, A
DISTANCE OF 14.00 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 49 SECONDS EAST, A
DISTANCE OF 4.00 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 11 SECONDS EAST, A
DISTANCE OF 54.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 49 SECONDS WEST, A
DISTANCE OF 4.00 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 11 SECONDS EAST, A
DISTANCE OF 882.05 FEET; THENCE SOUTH 89 DEGREES 20 MINUTES 04 SECONDS EAST, A
DISTANCE OF 25.71 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 56 SECONDS EAST, A
DISTANCE OF 2988.71 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 07 SECONDS EAST, A
DISTANCE OF 55.10 FEET TO AN INTERSECTION WITH AFORESAID SOUTHERLY RIGHT LINE
OF 103rd STREET AND THE POINT OF BEGINNING.

CONTAINING 8.74 ACRES (380721 SQUARE FEET), MORE OR LESS


DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 14 AUGUST 2000

NOTES:

1. BEARINGS ARE BASED ON FLORIDA STATE PLANE COORDINATES, 1983 NORTH AMERICAN DATUM, FLORIDA EAST ZONE.
2. THIS DESCRIPTION WAS PREPARED BY ARC SURVEYING AND MAPPING, INC. OF JACKSONVILLE, FLORIDA, JOB # 00-01-01-18.
3. JULY 31, 2000 - THIS LEGAL DESCRIPTION HAS BEEN REVISED TO MOVE THE CENTERLINE OF THE PARCEL TO COINCIDE WITH FOUND EVIDENCE OF THE FORMER RAILROAD TRACKS.
4. AUGUST 13, 2000 - THIS LEGAL DESCRIPTION HAS BEEN REVISED TO SHOW A CHANGE IN BEARING FROM NORTH 45 DEGREES 49 MINUTES 16 SECONDS EAST TO NORTH 45 DEGREES 49 MINUTES 06 SECONDS EAST.

**ARC SURVEYING & MAPPING, INC.**5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210
PHONE (904) 384-8377 FAX (904) 384-8388**FORMER RAILROAD BED - YELLOW WATER WEAPONS AREA
NAS CECIL FIELD****LEGAL DESCRIPTION**

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF SECTIONS 27 AND 34, TOWNSHIP 2 SOUTH, RANGE 24 EAST AND A PART OF SECTIONS 3 AND 10, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD (ALSO KNOWN AS STATE ROAD No. 228, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT OF WAY LINE OF 103rd STREET (ALSO KNOWN AS STATE ROAD No. 134, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 59 DEGREES 30 MINUTES 53 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD, A DISTANCE OF 818.88 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 07 SECONDS WEST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD, A DISTANCE OF 10.00 FEET; THENCE NORTH 59 DEGREES 30 MINUTES 53 SECONDS EAST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD, A DISTANCE OF 590.48 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 03 SECONDS EAST, DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD, A DISTANCE OF 244.04 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 17 MINUTES 03 SECONDS EAST, DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD, A DISTANCE OF 997.55 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 18 SECONDS EAST, A DISTANCE OF 999.98 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 59 SECONDS EAST, A DISTANCE OF 1999.96 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 59 SECONDS EAST, A DISTANCE OF 1617.93 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 29 SECONDS EAST, A DISTANCE OF 3687.17 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1425.65 FEET, A CENTRAL ANGLE OF 51 DEGREES 54 MINUTES 28 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 25 DEGREES 45 MINUTES 45 SECONDS WEST, 1247.86 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 1291.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 51 DEGREES 42 MINUTES 58 SECONDS WEST, A DISTANCE OF 697.68 FEET; THENCE NORTH 38 DEGREES 17 MINUTES 02 SECONDS EAST, A DISTANCE OF 2.77 FEET; THENCE NORTH 51 DEGREES 47 MINUTES 28 SECONDS WEST, A DISTANCE OF 359.10 FEET; THENCE SOUTH 38 DEGREES 17 MINUTES 02 SECONDS WEST, A DISTANCE OF 2.30 FEET; THENCE NORTH 51 DEGREES 42 MINUTES 58 SECONDS WEST, A DISTANCE OF 85.47 FEET; THENCE NORTH 51 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 759.17 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1805.93 FEET, A CENTRAL ANGLE OF 31 DEGREES 22 MINUTES 59 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES 05 MINUTES 16 SECONDS WEST, 976.86 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 989.18 FEET TO A POINT OF TANGENCY; THENCE NORTH 20

SHEET 1 OF 2



EXHIBIT A

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ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210
PHONE (904) 384-8377 FAX (904) 384-8388

DEGREES 23 MINUTES 46 SECONDS WEST, A DISTANCE OF 2947.70 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2978.97 FEET, A CENTRAL ANGLE OF 21 DEGREES 12 MINUTES 24 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 09 DEGREES 47 MINUTES 34 SECONDS WEST, 1096.31 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1102.60 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 48 MINUTES 38 SECONDS EAST, A DISTANCE OF 1702.53 FEET; THENCE NORTH 00 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 2082.83 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10 (A 300 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 83 DEGREES 28 MINUTES 06 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 50.39 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 32 SECONDS WEST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 10, A DISTANCE OF 2089.20 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 38 SECONDS WEST, A DISTANCE OF 215.63 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 22 SECONDS WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 38 SECONDS WEST, A DISTANCE OF 1486.97 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2953.97 FEET, A CENTRAL ANGLE OF 21 DEGREES 12 MINUTES 24 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09 DEGREES 47 MINUTES 34 SECONDS EAST, 1087.11 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1093.34 FEET TO A POINT OF TANGENCY; THENCE SOUTH 20 DEGREES 23 MINUTES 46 SECONDS EAST, A DISTANCE OF 2620.93 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 834.32 FEET, A CENTRAL ANGLE OF 31 DEGREES 16 MINUTES 15 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36 DEGREES 01 MINUTES 54 SECONDS EAST, 449.72 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 455.35 FEET TO A POINT OF TANGENCY; THENCE SOUTH 51 DEGREES 40 MINUTES 01 SECONDS EAST, A DISTANCE OF 2126.75 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1185.42 FEET, A CENTRAL ANGLE OF 26 DEGREES 26 MINUTES 55 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38 DEGREES 26 MINUTES 33 SECONDS EAST, 542.36 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 547.21 FEET TO A POINT OF TANGENCY; THENCE SOUTH 25 DEGREES 13 MINUTES 06 SECONDS EAST, A DISTANCE OF 745.28 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1450.65 FEET, A CENTRAL ANGLE OF 25 DEGREES 27 MINUTES 09 SECONDS AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 12 DEGREES 32 MINUTES 05 SECONDS EAST, 639.14 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 644.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 11 MINUTES 29 SECONDS WEST, A DISTANCE OF 3687.23 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 59 SECONDS WEST, A DISTANCE OF 1617.99 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 59 SECONDS WEST, A DISTANCE OF 1999.94 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 18 SECONDS WEST, A DISTANCE OF 1000.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 03 SECONDS WEST, A DISTANCE OF 982.65 FEET TO AN INTERSECTION WITH THE AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD; THENCE SOUTH 59 DEGREES 30 MINUTES 53 SECONDS WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD A DISTANCE OF 29.10 FEET TO THE POINT OF BEGINNING.

Containing Approximately 32.12 Acres, more or less

SHEET 2 OF 2



EXHIBIT A

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ARC SURVEYING & MAPPING, INC.
5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210
PHONE (904) 384-8377 FAX (904) 384-8388

**FORMER RAILROAD BED - JACKSONVILLE HEIGHTS
NAS CECIL FIELD**

LEGAL DESCRIPTION

THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD (ALSO KNOWN AS STATE ROAD No. 228, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT OF WAY LINE OF 103rd STREET (ALSO KNOWN AS STATE ROAD No. 134, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 89 DEGREES 09 MINUTES 28 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF 103rd STREET, A DISTANCE OF 1205.67 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 17 MINUTES 03 SECONDS EAST, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE OF 103rd STREET, A DISTANCE OF 741.35 FEET TO AN INTERSECTION WITH AFORESAID SOUTHEASTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD; THENCE NORTH 59 DEGREES 30 MINUTES 53 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD, A DISTANCE OF 9.51 FEET; THENCE NORTH 30 DEGREES 29 MINUTES 07 SECONDS WEST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD, A DISTANCE OF 10.00 FEET; THENCE NORTH 59 DEGREES 30 MINUTES 53 SECONDS EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD, A DISTANCE OF 25.54 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 03 SECONDS WEST DEPARTING SAID SOUTHEASTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD, A DISTANCE OF 768.11 FEET TO AN INTERSECTION WITH AFORESAID NORTHERLY RIGHT OF WAY LINE OF 103rd STREET; THENCE NORTH 89 DEGREES 09 MINUTES 28 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF 103rd STREET, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.44 ACRES (18949 SQUARE FEET), MORE OR LESS.

DALE V. TRAYLOR
FLORIDA SURVEYOR AND MAPPER NO. 4266

DATE: 14 AUGUST 2000

CREDIT UNION PARCEL

BEING A PART OF NAS CECIL FIELD, SECTION 15, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF 103RD STREET (A VARIABLE WIDTH RIGHT-OF-WAY) WITH THE EASTERLY LINE OF SAID SECTION 15, AS SHOWN ON PAGE 6 OF 52, NAS CECIL FIELD MAPS DRAWN BY CLARY & ASSOCIATES, INC., DRAWING NO. SC-1550; THENCE NORTH 89°46'37" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 346.85 FEET TO A POINT; THENCE SOUTH 00°00'23" EAST, A DISTANCE OF 2690.60 FEET; THENCE NORTH 89°50'19" WEST, A DISTANCE OF 1461.13 FEET; THENCE SOUTH 00°07'37" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°07'37" EAST, A DISTANCE OF 329.15 FEET; THENCE NORTH 89°48'05" WEST, A DISTANCE OF 146.66 FEET; THENCE NORTH 00°10'53" EAST, A DISTANCE OF 329.05 FEET; THENCE SOUTH 89°50'19" EAST, A DISTANCE OF 144.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 47972.0 SQUARE FEET MORE OR LESS.

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EXHIBIT B

Parcels to be conveyed upon Grantor's compliance with CERCLA
Section 120(h) are the parcels described on pages 13 through 34 of
Exhibit A.

**RECOUPMENT COVENANT
WITH
CITY OF JACKSONVILLE
JACKSONVILLE, FLORIDA**

June 2000

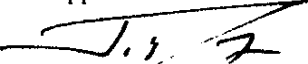
1. Recoupment Covenant

This covenant shall be in force for a period of seven years from the date of conveyance of each parcel ("Parcel") shown on the parcelization map, attached as **Exhibit "A"**. If, at any time within a seven year period from the date of conveyance, the City of Jacksonville (the "City") or the Jacksonville Economic Development Commission ("JEDC"), sells or leases, or otherwise conveys a Parcel or enters into agreements to sell or lease or otherwise convey a Parcel, in whole or in part, either in a single transaction or in a series of transactions, the following conditions will apply:

- (a) An amount equal to the aggregate proceeds from a sale, lease, or equivalent use of the EDC property (i.e., any mechanism that serves to accomplish the same purposes of a sale or lease such as licenses, permits, concession agreements, land exchange, etc.), received by JEDC from the EDC property, including personal property, during the first seven years after the recordation of each quitclaim deed for the Property or any portion thereof must be invested in the Property by the City, the JEA, JEDC, or other state or local government entities, to support long-term job creation or the economic redevelopment of, or related to, the EDC property, or remitted to the Navy after seven years as provided below, including reimbursement of expenditures for long-term job creation and the economic redevelopment of, or related to, the Property since the date of the first quitclaim deed.
- (b) Uses of funds that constitute allowable costs for the purpose of the calculation pursuant to subparagraph (a) include the following categories:
 - Road construction
 - Transportation management facilities
 - Storm and sanitary sewer construction, including storm water management
 - Police and fire protection facilities and other public facilities
 - Utility construction
 - Building rehabilitation
 - Historic property preservation
 - Pollution prevention equipment or facilities
 - Demolition
 - Disposal of hazardous materials generated by demolition
 - Landscaping, grading, and other site or public improvements
 - Planning for or the marketing of the redevelopment and reuse of the EDC property

- (c) Other activities on the Property that are related to those listed above (for example, new construction related to job creation and economic redevelopment, capital improvements, and operation and maintenance of the facility needed to market the redevelopment and reuse of the Property) will also be considered an appropriate, allowable use of proceeds. In order for investments made off the EDC property to be considered allowable costs, JEDC must demonstrate that the investments are related to those listed above and directly benefit the economic redevelopment and long-term job generation efforts on the EDC property.
- (d) The JEDC covenants and agrees that an amount equal to 100% of all proceeds or their fair market value equivalent calculated at time of transfer not appropriately reinvested as described in this recoupment covenant will be remitted to the Navy after the seventh year.
- (e) To verify compliance with the terms and conditions of this covenant, JEDC shall submit an annual audit report to the Navy (Naval Facilities Engineering Command, Southern Division) during the seven year agreement period. Reports shall coincide with the City's fiscal year, which ends September 30 and shall be delivered to the Navy within 90 days following the end of the Fiscal Year. Each annual report shall be prepared, signed, and certified by the City's chief financial officer and shall bear the signature of a Certified Public Accountant (CPA). Each report shall contain one map of each parcel shown on **Exhibit "A"**, scaled to fit 11" x 17" and showing cumulative sales/transfers. Each report shall also contain individual 8 1/2" x 11" map(s) of each subsequent sale, lease, or other conveyance made by JEDC within each parcel. The maps shall contain the following items of information as are applicable at the time of submission:
- Acreage
 - Use/Zoning
 - Method of Transfer
 - Identity of each purchaser
 - Cash equivalent sales price
 - Terms of transaction
 - Date of conveyance
 - Recordation data
 - Tax ID Number
 - Legal description with metes and bounds attached with each parcel sold. If no resale has been made, the report shall so state for each parcel.
 - Detailed description of the use of proceeds from a sale, lease, or equivalent use of each parcel.
 - Once a property has been sold and title transferred from the JEDC, previous reporting requirements will no longer apply (ie. no trickledown effect)
- (f) The City shall issue any payments due to the Navy in accordance with this covenant by check made payable to the Treasurer of the United States of America. Such payment shall be submitted with the annual financial statement of the seventh year.

Approved:



 John A. Delaney, Mayor
 City of Jacksonville

 Date

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

1.0 Purpose**Book 9784 Page 2079**

This Finding of Suitability to Transfer (FOST) documents my determination, as the responsible Department of Defense (DoD) component official, that certain real property and associated improvements within the Economic Development Conveyance (EDC) parcel, (hereafter Transfer Parcel) located at Naval Air Station (NAS) Cecil Field, Jacksonville, Florida, are environmentally suitable for deed transfer. This decision is based on my review of information contained in the attached Environmental Baseline Survey for Transfer (EBST) and the Reuse Plan for the NAS Cecil Field as developed by the Jacksonville Economic Development Commission (JEDC) (formally the Cecil Field Development Commission). Factors leading to this decision and other pertinent information related to property transfer requirements are stated below.

2.0 Description of Property

The Transfer Parcel comprises the majority of Yellow Water Weapons Area (YWWA), the northern, western, and central portions of main base, and associated structures and buildings. This parcel has historically served as the base support, housing, and munitions storage areas for NAS Cecil Field. The following tables identify those particular buildings and facilities to be transferred with this parcel:

Transfer Parcel - Buildings/Structures/Open Areas

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
1	9,269	1942	Public Works Center	No Change
1A	600	1945	Environmental Works	No Change
2	1,232	1985	ROICC Field Office	BRAC Office
4	13,197	1941	Administrative Office Building	Northrop Grumman Office
5	5,200	1942	Applied Instruction Building	DET HDQ 83rd Troop Command Office
7	1,566	1989	Flammable and Hazardous Material Storage	Empty
8	17,400	1942	Administrative Office (PSD)	No Change
12	7,307	1941	Operations Training Building - FASO	US Army
24	17,472	1942	NIS/Child Development Center	No Change
24A	NA	NA	Toy Storage Building	No Change
26	12,728	1944	NAESU	No Change
30	22,000	1942	Commissary	Empty
68	62,489	1953	Supply Warehouse	No Change
68A	72,480	1957	Supply Warehouse	No Change
68B	37,848	1985	Supply Office	No Change
88	21,636	1954	BEQ	No Change
89	21,636	1954	BEQ	No Change

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

**Transfer Parcel - Buildings/Structures/Open Areas
(Continued)**

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
90	21,636	1954	BEQ	No Change
91	42,007	1954	Mess Hall	No Change
92	21,636	1953	BEQ	No Change
93	21,636	1954	BEQ	No Change
94	21,636	1954	BEQ	No Change
95	21,636	1955	BEQ	No Change
96	21,636	1955	BEQ	No Change
97	21,636	1955	BEQ	No Change
99	5,100	1961	Housing Storage	Recycling & Transportation Storage
103	1,440	1981	Self Help Warehouse	No Change
105	2,400	1983	Shop	No Change
107	4,700	1977	Basketball Court/Playground	No Change
108	1,500	1945	Grounds Maintenance Equipment Shed	No Change
109	1,519	1942	Navy & Marine Relief Office	No Change
110	600	1979	Lake Fretwell Boathouse	No Change
112	456	1977	Lake Fretwell Restroom	No Change
113	806	1977	Lake Fretwell Pavilion	No Change
114	806	1977	Lake Fretwell Pavilion	No Change
115	806	1977	Lake Fretwell Pavilion	No Change
116	87,120	1977	Lake Fretwell Ballfield	No Change
117	288	1980	Recreation Pavilion	No Change
118	1,519	1942	Thrift Shop	Empty
119	86,000	1986	Lake Fretwell Ballfield	No Change
120	960	1991	Self Help Administration Building	Administrative & Tool Storage
121	720	1991	Lounge	No Change
122	391	1979	MWR Project Office	No Change
123	18,200	1979	Basketball Court/Track	No Change
124	NA	NA	Restroom Facility	No Change
128	NA	1979	Athletic Track	No Change
140	849	1943	First Lieutenant's Administration Office	Empty
142	1,272	1953	Family Housing	Empty
144	1,272	1953	Family Housing	Empty
146	6,480	1942	Tennis Court	No Change
149	6,480	1942	Tennis Court	No Change
150	6,480	1942	Tennis Court	No Change
151	6,480	1942	Tennis Court	No Change
152	6,480	1942	Tennis Court	No Change
153	6,480	1942	Tennis Court	No Change
157	902	1986	Tennis Court Pavilion	No Change

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

**Transfer Parcel - Buildings/Structures/Open Areas
(Continued)**

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
159	3,600	1942	Softball Field	No Change
160	3,600	1942	Softball Field	No Change
161	NA	1957	Football Field	No Change
162	48,636	1957	South Softball Field	No Change
163	48,636	1957	North Softball Field	No Change
173	192	1956	Public Toilet	No Change
174	576	1958	Pavilion	No Change
182	64	1960	Storage Building	Empty
186	396	1959	Loading Ramp For Building 338	No Change
198	8,122	1960	Aviation Physiology	No Change
200	14,336	1976	Hobby Shop	No Change
202	400	1977	Gear Issue Building	No Change
203	1,200	1981	Engine Overhaul Facility	No Change
204	4,510	1985	Base Legal	Office Space
209	4,700	1977	Basketball Court	No Change
210	140	1977	Bus Stop	No Change
211	2,437	1942	Quarters D	Office Space
212	2,437	1942	Quarters C	Office Space
213	2,437	1942	Quarters B	BCT Office
214	2,437	1942	Quarters A	Office Space
215	2,437	1942	Quarters E	Office Space
217	1,189	1946	Recreation Pavilion	No Change
217A	192	1956	Restrooms For Recreational Area	No Change
220	29,902	1954	ACE's Place	No Change
221	152	1986	Storage	No Change
256	NA	NA	A/C for BOQ	No Change
274	1,032	1990	Car Wash	No Change
277T	NA	NA	Skeet/Archery Range Trailer	No Change
279	400	1957	Wading Pool	Empty
280	2,692	1957	Bath House	Empty
281	5,166	1957	Swimming Pool	Empty
282	1,210	1977	Pool Pavilion	Empty
288	702	1954	Emergency Management Training Building	No Change
288A	176	1954	Storage/Standby Building Generator	Demolished
288B	48	1954	Operational Storage	Demolished
296	1,800	1942	FM Transmitter	No Change
298	1,260	1954	Bus Shelter	No Change
299	210	1956	Bus Stop	No Change
300	140	1956	Bus Stop	No Change
327	6,552	1956	Police Station	No Change
331	96,731	1957	BOQ	No Change

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

**Transfer Parcel - Buildings/Structures/Open Areas
(Continued)**

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
332	5,476	1957	Post Office	No Change
333	8,116	1957	Library	Empty
335	6,500	1957	Hazardous Materials Warehouse	No Change
336	40	1957	Truck Weighing Scale	No Change
338	131,097	1959	Training Building	No Change
340	15,000	1958	C.P.O. Club	Empty
345	NA	1958	Main Pool	Empty
346	NA	1958	Wading Pool	Empty
347	7,000	1958	Patio Area	Empty
353	140	1956	Bus Stop	No Change
354	60	1957	Sentry House	No Change
355	20	1957	A Avenue Gate House	No Change
357	140	1956	Bus Stop	No Change
358	NA	1976	Water Tank (Fire Protection)	No Change
359	NA	1976	Water Tank (Fire Protection)	No Change
364LN2	NA	NA	Line Shack	No Change
364LN3	NA	NA	Line Shack	No Change
374	1,800	1985	Family Housing Office	No Change
378	NA	NA	Family Housing Storage Shed	No Change
385	21,682	1959	BEQ	No Change
386	21,682	1959	BEQ	No Change
387	21,682	1959	BEQ	No Change
393	8,080	1953	Operational Storage	No Change
394	680	1989	Operational Storage	No Change
395	680	1989	Operational Storage	No Change
396	4,000	1993	Operational Storage	No Change
399	NA	1969	Plane Marker	No Change
400-403, 405-408	22,192	1957	Housing	Empty
409	210	1977	Bus Stop	No Change
410	4,700	1977	Basketball Court/Playground	No Change
411	140	1977	Bus Stop	No Change
412-427, 429-441	69,726	1957	Housing	Empty
498	19,279	1964	Gymnasium	No Change
558	192	1964	Standby Generator Building	No Change
601	9,050	1959	E.O.D. Mobil Unit 6	Empty
602	9,500	1950	Supply Building/NMCB 7	Empty
603	120	1961	Flammable Storage	Demolished
605	4,634	1960	Marine Barracks	Empty
606	4,634	1959	Enlisted Dining Hall	Empty

**FINDING OF SUITABILITY FOR TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

**Transfer Parcel - Buildings/Structures/Open Areas
(Continued)**

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
607	3,027	1959	YWWA Department Administration Building	Empty
612	50	1960	Guard House Post # 1	Demolished
615	1,200	1958	Maintenance Building	No Change
616	1,120	1959	Standby Generator Building	No Change
617	19,798	1959	BDU/AWSEP Operations	Empty
618	54	1962	Gasoline/Oil Storage for Grounds Maintenance	Empty
624	1,500	1959	TMR	Empty
625	584	1959	Paint Booth	Empty
626	6,014	1959	Weapons Maintenance-Special Weapons Shop	Empty
627	3,960	1976	Alert Force Building	Empty
629	375	1959	Ammo Container Storage Building	Empty
630	1,800	1959	Flammable Material Storage	Empty
632	400	1992	Flammable Storage	Empty
635	6,003	1959	Railroad Loading Dock	No Change
636	96	1962	Transmitter Building	No Change
637	560	1944	Tear Gas Chamber	Empty
639	942	1978	Standby Generator Building	No Change
640	240	1978	Guard House Post # 2	Empty
650-670	47,355	1959	High Explosive Magazines	Empty
701	2,480	1961	Inert Storehouse	Demolished
702	8,100	1961	Playing Field	Abandoned
703	4,800	1961	Former Basketball Court	No Change
705	48	1962	Storage Building (Part of PSC 43)	Empty
712	NA	NA	Former Small Arms Range	Abandoned
715	7,200	1963	Tennis Court	No Change
716	3,024	1963	Volleyball Court	No Change
760-799	25,000	1978	Weapons Magazines	Empty
800	14,744	NA	Memorial Chapel	No Change
805	1,500	1967	Recycling Center	No Change
805A	NA	NA	Recycling Office Trailer & Storage Yard	No Change
806	NA	NA	Storage Shed	No Change
808	46,800	1976	Dispensary/Dental Clinic	No Change
821	960	1966	Recreation Area Pavilion	No Change
832	12,888	1966	Flight Simulator Training Building	No Change
843	132	1970	Storage Facility	Demolished
845	NA	NA	Storage Shed	No Change
882	1,280	1970	Chiller Building	No Change
898	23,574	1968	BEQ	No Change
900	14,852	1969	Northrop Grumman	No Change
902	45,156	1983	BEQ	No Change
903	45,156	1983	BEQ	No Change

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
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**Transfer Parcel - Buildings/Structures/Open Areas
(Continued)**

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
904	45,156	1988	BEQ	No Change
905	21,073	1971	Exchange Building	Empty
907	3,870	1981	Class VI Package Store	City of Jacksonville Office
913	820	1973	Ejection Seat Trainer Building	Empty
925	23,574	1969	BEQ	No Change
926	23,574	1969	BEQ	No Change
927	23,574	1969	BEQ	No Change
928	4,500	1974	Auto Vehicle Shop Building	Empty
930	3,843	1976	Open Storage Area (Part of PSC 12)	No Change
948	304	1954	Dog Kennel/NARC	Storage
950	1,046	1967	Traffic Safety Building	Empty
952	1,120	1969	Bath House	No Change
956	722	1976	Snack Bar/Recreation Building	No Change
960	2,560	1988	Lake Newman Recreation Building	No Change
962	350	1970	MARS	No Change
993	NA	1985	McDonald's Restaurant	Empty
1006-1018	31,456	1942	Quarters F-Quarters R	Empty
1821	54,847	1983	Applied Instruction Building	No Change
1822	38,997	1979	F - 18 Simulator	No Change
4406A	NA	NA	Telephone Station	No Change
6001	NA	NA	Unnumbered Building	No Change
6002	NA	NA	Weather Shelter	No Change
N/A	NA	NA	Area South of Building 121	No Change
N/A	NA	NA	Fire Protection Storage Area	No Change
N/A	NA	NA	Ground Maintenance Area	No Change
N/A	NA	NA	Janitorial Service Area	No Change
N/A	NA	NA	Long-Term Secured Parking Area	No Change
N/A	NA	NA	MWR Boat Storage Building	No Change
N/A	NA	NA	Public Housing Storage Area	No Change
MB & BBP	NA	NA	Main Base and Between Base Perimeter Survey	No Change
BB1	NA	NA	Open Area Bounded by Normandy Blvd., 103rd Street and Chaffee Road	No Change
MB1	NA	NA	Area East of D Avenue	No Change
MB2	NA	NA	Area West of D Avenue	No Change
MB4	NA	NA	Fretwell Park	No Change
MB7	NA	NA	West Quadrant Area	No Change
MB10	NA	NA	Area Surrounding Lake Fretwell	No Change
MB16	NA	NA	Area West of the POW/MIA Park	No Change
MB19	NA	NA	Base Building Core	No Change
MB20	NA	NA	Area with Privately Owned Housing Trailers	No Change
YWCX	NA	NA	YW Weapons Complex	No Change

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**Transfer Parcel - Buildings/Structures/Open Areas
(Continued)**

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
YWN	NA	NA	YW North Quadrant	No Change
YWPER	NA	NA	YW Perimeter Survey	No Change
YWSE	NA	NA	YW Southeast Quadrant	No Change
YWWC	NA	NA	YW Weapons Compound	No Change

Transfer Parcel - Utility Buildings

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
15	1,294	1941	Wastewater Treatment Control Building	No Change
16	1,325	1941	Water Treatment Plant #1	No Change
16A	NA	NA	Water Tower	No Change
16B	NA	1941	Water Tower	No Change
16C	NA	NA	Water Tank	No Change
16D	NA	NA	Water Tank	No Change
16E	NA	NA	Water Treatment Plant #1 Supply Well	No Change
18LS	308	1941	Lift Station	No Change
67LS	NA	NA	Lift Station	No Change
112LS	NA	NA	Lift Station	No Change
141	225	1981	Emergency Generator Station	No Change
147LS	456	1957	Lift Station	No Change
148LS	96	1957	Lift Station	No Change
199LS	25	1985	Lift Station	No Change
222LS	228	1954	Lift Station	No Change
224LS	288	1953	Lift Station	No Change
231	225	1981	Emergency Generator Building for Building 224LS	No Change
270	104	1955	Pump House	No Change
278	25	1977	Pump House	Empty
290B	48	1954	Pump House Building for Well #10	No Change
294	NA	NA	Transformer Substation	No Change
312LS	NA	1957	Lift Station	No Change
323LS	NA	1991	Lift Station	No Change
327LS	NA	1955	Lift Station	No Change
340LS	NA	NA	Lift Station	No Change
343LS	NA	NA	Lift Station	No Change
352	368	1957	Non-Potable Well	No Change

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**Transfer Parcel - Utility Buildings
(Continued)**

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
356	120	1978	North Transformer Substation Pad	No Change
360PS	231	1957	Water Pump Station	No Change
361	1,130	1957	Water Treatment Plant No. 2	No Change
361A	NA	NA	Water Treatment Plant No. 2 Supply Well	No Change
362	NA	1957	Water Tank	No Change
363	NA	NA	Water Tank/Pump	No Change
364LS	NA	1978	Lift Station	No Change
573	NA	1962	Non-Potable Well	No Change
584	NA	1952	Transformer Pad	No Change
608LS	266	1959	Lift Station	No Change
609	640	1959	YWWA Water Treatment Plant	No Change
609A	NA	NA	YWWA Water Treatment Plant Supply Well	No Change
609B	NA	NA	YWWA Water Treatment Plant Supply Well	No Change
609C	NA	NA	YWWA Water Treatment Plant Supply Well	No Change
621LS	63	1959	Lift Station	No Change
631	NA	1959	Water Tank	No Change
711	NA	NA	Transformer Pad	No Change
802LS	144	1966	Lift Station	Demolished
820LS	NA	NA	Lift Station	No Change
823LS	1,760	1989	Lift Station	No Change
825LS	NA	1968	Lift Station	No Change
848	120	1968	Well at GCA Hardstand	No Change
854	36	1972	Well Pump House	No Change
855	36	1972	Water Pump House	No Change
859LS	NA	NA	Lift Station	No Change
860LS	NA	1976	Lift Station	No Change
861	NA	1977	Water Tank	No Change
864LS	42	1975	Lift Station	No Change
872	225	1981	Emergency Generator Building for Building 802LS	No Change
1820LS	100	1973	Lift Station	No Change

In addition to these specific utility buildings, the proposed property transfer will include the remainder of the electrical, water, and sewer distribution systems that lie within the property.

3.0 Past Use and Proposed Reuse

The U.S. Navy acquired the Transfer Parcel in 1941. The land was undeveloped before its acquisition and consisted of open land with patches of wooded wetlands and dry woods. This is consistent with historical data provided in the Initial Assessment Study (Envirodyne

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Engineers, Inc., 1985). The EDC area, which encompasses buildings, paved parking areas, a number of minor structures, and surrounding lands, has historically been used for base support, housing, and associated munitions/ordnance storage.

The primary function of the majority of the buildings in the Transfer Parcel was to provide support to base functions at NAS Cecil Field.

The buildings, land areas, and utilities in the Transfer Parcel at NAS Cecil Field will be transferred to the JEDC and the proposed uses by the JEDC will be consistent with their Redevelopment Plan which calls for mixed uses including recreational, commercial, industrial, housing and open spaces.

4.0 Environmental Findings

All available information concerning the past storage, release, or disposal of hazardous substances and/or petroleum products on the Transfer Parcel as collected through record searches, aerial photographs, personnel interviews, and onsite visual inspections is contained in the attached EBST. The following summarizes those findings and the corresponding DoD condition of property classification assigned to the real property and improvements to be transferred.

A. Hazardous Substance Contamination

Some of the buildings and facilities within the Transfer Parcel have been associated with smaller isolated investigations and cleanups (if warranted). The results of these investigations and cleanups influence the property classifications of all affected buildings, facilities, and land areas. The current status of these investigations and cleanups is incorporated into this FOST and the final EBST.

Three Installation Restoration Program sites (IRP Sites 12, 14, and 19) are located within the Transfer Parcel. Two Areas of Interest sites (AOIs 26 and 35) have also been identified in the Transfer Parcel along with four Potential Source of Contamination sites (PSCs 22, 43, 48, and 55). These areas within the Transfer Parcel are locations where past releases of hazardous substances, such as pesticides, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, and arsenic had been identified or suspected, but all required remedial actions (if needed) have been completed and have resulted in No Further Action (NFA) determinations. These areas are depicted in Figures 5-1, 5-2, and 5-3, and are identified in Table 5-3 of the attached EBST.

B. Petroleum Contamination

Several petroleum tanks and oil-water separators with petroleum contamination were identified or suspected within the Transfer Parcel, but all required remedial actions have been completed. The Florida Department of Environmental Protection (FDEP) has approved no further action (NFA) for these sites. These NFA petroleum sites, oil/water separators, and clean closures are identified in Table 5-4 of the attached EBST.

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C. Condition of Property Classifications

Each of the buildings/structures to be transferred and associated land areas was assigned one of the seven DoD Condition of Property Classifications described in Section 2.4 of the attached EBST. Those classifications are as follows:

Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications

Building No.	Description	EBST Rating
1	Public Works Center	3/Light Green
1A	Environmental Works	1/White
2	Resident Officer in Charge of Construction (ROICC) Field Office (BRAC Office)	1/White
4	Administrative Office Building (Northrop Grumman)	3/Light Green
5	Applied Instruction Building (National Guard)	1/White
7	Flammable and Hazardous Material Storage	3/Light Green
8	Administrative Office Personnel Support Department (PSD)	2/Blue
12	Operations Training Building – Fleet Aviation Specialized Operations (FASO) (US Army)	1/White
24	Naval Intelligence Service (NIS)/Child Development Center	1/White
24A	Toy Storage Building	1/White
26	Naval Aviation Engineering Service Unit (NAESU)	3/Light Green
30	Commissary	4/Dark Green
68	Supply Warehouse	2/Blue (Dark Green)
68A	Supply Warehouse	3/Light Green
68B	Supply Office	1/White
88	BEQ	3/Light Green
89	BEQ	1/White
90	BEQ	1/White
91	Mess Hall	3/Light Green
92	BEQ	1/White
93	BEQ	1/White
94	Bachelors Enlisted Quarters (BEQ)	4/Dark Green
95	BEQ	1/White
96	BEQ	1/White
97	BEQ	1/White
99	Housing Storage	1/White
103	Self Help Warehouse	1/White
105	Shop	1/White
107	Basketball Court/Playground	1/White
108	Grounds Maintenance Equipment Shed	1/White
109	Navy & Marine Relief Office	1/White
110	Lake Fretwell Boathouse	1/White
112	Lake Fretwell Restroom	1/White
113	Lake Fretwell Pavilion	1/White
114	Lake Fretwell Pavilion	1/White

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**Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
115	Lake Fretwell Pavilion	1/White
116	Lake Fretwell Ballfield	1/White
117	Recreation Pavilion	1/White
118	Thrift Shop	1/White
119	Lake Fretwell Ballfield	1/White
120	Self Help Administration Building	1/White
121	Lounge	1/White
122	Morale, Welfare, and Recreation Department (MWR) Project Office	1/White
123	Basketball Court/Track	1/White
124	Restroom Facility	1/White
128	Athletic Track	1/White
140	First Lieutenant's Administration Office	1/White
142	Family Housing	1/White
144	Family Housing	1/White
146	Tennis Court	1/White
149	Tennis Court	1/White
150	Tennis Court	1/White
151	Tennis Court	1/White
152	Tennis Court	1/White
153	Tennis Court	1/White
157	Tennis Court Pavilion	1/White
159	Softball Field	1/White
160	Softball Field	1/White
161	Football Field	1/White
162	South Softball Field	1/White
163	North Softball Field	1/White
173	Public Toilet	1/White
174	Pavilion	1/White
182	Storage Building	3/Light Green
186	Loading Ramp For Building 338	1/White
198	Aviation Physiology	2/Blue
200	Hobby Shop	2/Blue (Dark Green)
202	Gear Issue Building	1/White
203	Engine Overhaul Facility	2/Blue (Dark Green)
204	Base Legal	1/White
209	Basketball Court	1/White
210	Bus Stop	1/White
211	Quarters D	1/White
212	Quarters C	1/White
213	Quarters B	1/White
214	Quarters A	1/White

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**Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
215	Quarters E	1/White
217	Recreation Pavilion	1/White
217A	Restrooms For Recreational Area	1/White
220	ACE's Place	2/Blue (Dark Green)
221	Storage	1/White
256	Air Conditioning Unit (A/C) for Bachelor Officer's Quarters (BOQ)	1/White
274	Car Wash	1/White
277T	Skeet/Archery Range Trailer	1/White
279	Wading Pool	1/White
280	Bath House	1/White
281	Swimming Pool	1/White
282	Pool Pavilion	1/White
288	Emergency Management Training Building	3/Light Green
288A	Storage/Standby Building Generator (Demolished)	3/Light Green
288B	Operational Storage (Demolished)	1/White
296	Frequency Modulation (FM) Transmitter	1/White
298	Bus Shelter	1/White
299	Bus Stop	1/White
300	Bus Stop	1/White
327	Police Station	2/Blue
331	BOQ	1/White
332	Post Office	2/Blue
333	Library	3/Light Green
335	Hazardous Materials Warehouse	2/Blue
336	Truck Weighing Scale	2/Blue
338	Training Building	3/Light Green
340	Chief Petty Officer (C.P.O.) Club	1/White
345	Main Pool	1/White
346	Wading Pool	1/White
347	Patio Area	1/White
353	Bus Stop	1/White
354	Sentry House	1/White
355	A Avenue Gate House	1/White
357	Bus Stop	1/White
358	Water Tank (Fire Protection)	1/White
359	Water Tank (Fire Protection)	1/White
364LN2	Line Shack	1/White
364LN3	Line Shack	1/White
374	Family Housing Office	1/White
378	Family Housing Storage Shed	1/White
385	BEQ	3/Light Green
386	BEQ	3/Light Green

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**Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
387	BEQ	3/Light Green
393	Operational Storage	1/White
394	Operational Storage	1/White
395	Operational Storage	1/White
396	Operational Storage	1/White
399	Plane Marker	1/White
400-403 405-408	Housing: 400, 401, 403, 407, 408	1/White
	Housing: 402, 405, 406	2/Blue
409	Bus Stop	1/White
410	Basketball Court/Playground	1/White
411	Bus Stop	1/White
412-427, 429-441	Housing: 412-419, 421, 422, 424, 426, 427, 429, 430, 432, 433, 435, 436, 438, 439, 441	1/White
	Housing: 420, 423, 425, 431, 434, 437, 440	2/Blue
498	Gymnasium	1/White
558	Standby Generator Building	4/Dark Green
601	Explosive Ordnance Disposal (E.O.D.) Mobil Unit 6	1/White
602	Supply Building/NMCB 7	1/White
603	Flammable Storage (Demolished)	1/White
605	Marine Barracks	2/Blue (Dark Green)
606	Enlisted Dining Hall	1/White
607	YWVA Department Administration Building	2/Blue (Dark Green)
612	Guard House Post # 1 (Demolished)	1/White
615	Maintenance Building	2/Blue
616	Standby Generator Building	4/Dark Green
617	Bomb Dummy Unit/Aviation Weapons Support Equipment (BDU/AWSEP) Operations	4/Dark Green
618	Gasoline/Oil Storage for Grounds Maintenance	2/Blue
624	Test, Maintenance, & Repair (TMR)	3/Light Green
625	Paint Booth	3/Light Green
626	Weapons Maintenance-Special Weapons Shop	3/Light Green
627	Alert Force Building	1/White
629	Ammo Container Storage Building	1/White
630	Flammable Material Storage	2/Blue
632	Flammable Storage	4/Dark Green
635	Railroad Loading Dock	1/White
636	Transmitter Building	1/White

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**Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
637	Tear Gas Chamber	1/White
639	Standby Generator Building	2/Blue
640	Guard House Post # 2	1/White
650-670	High Explosive Magazines	1/White
701	Inert Storehouse (Demolished)	1/White
702	Playing Field (Abandoned)	1/White
703	Former Basketball Court	1/White
705	Storage Building (Part of PSC 43)	4/Dark Green
712	Former Small Arms Range	3/Light Green
715	Tennis Court	1/White
716	Volleyball Court	1/White
760-799	Weapons Magazines	1/White
800	Memorial Chapel	1/White
805	Recycling Center	3/Light Green
805A	Recycling Office Trailer & Storage Yard	3/Light Green
806	Storage Shed	1/White
808	Dispensary/Dental Clinic	1/White
821	Recreation Area Pavilion	1/White
832	Flight Simulator Training Building	3/Light Green
843	Storage Facility (Demolished)	1/White
845	Storage Shed	1/White
882	Chiller Building	3/Light Green
898	BEQ	3/Light Green
900	Northrop Grumman	3/Light Green
902	BEQ	1/White
903	BEQ	1/White
904	BEQ	1/White
905	Exchange Building	3/Light Green
907	Class VI Package Store	1/White
913	Ejection Seat Trainer Building	1/White
925	BEQ	3/Light Green
926	BEQ	1/White
927	BEQ	3/Light Green
928	Auto Vehicle Shop Building	3/Light Green
930	Open Storage Area (Part of PSC 12)	3/Light Green
948	Dog Kennel/Narcotics Team (NARC)	1/White
950	Traffic Safety Building	1/White
952	Bath House	1/White
956	Snack Bar/Recreation Building	1/White
960	Lake Newman Recreation Building	1/White
962	Military Affiliate Radio System (MARS)	1/White
993	McDonald's Restaurant	1/White

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

**Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
1006-1018	Quarters F-Quarters R	Quarters L, M, P, R-1/White Quarters G, H, I, J, N, O, Q- 2/Blue Quarters F, K - 2/Blue (Dark Green)
1821	Applied Instruction Building	1/White
1822	F - 18 Simulator	1/White
4406A	Telephone Station	1/White
6001	Unnumbered Building	1/White
6002	Weather Shelter	1/White
N/A	Area South of Building 121	1/White
N/A	Fire Protection Storage Area	1/White
N/A	Ground Maintenance Area	1/White
N/A	Janitorial Service Area	1/White
N/A	Long-Term Secured Parking Area	1/White
N/A	MWR Boat Storage Building	1/White
N/A	Public Housing Storage Area	1/White
Main Base Open Area (MB) & Between Base Perimeter Survey (BBP)	Main Base and Between Base Perimeter Survey	1/White
Between Base Survey (BB1)	Open Area Bounded by Normandy Blvd., 103rd Street and Chaffee Road	3/Light Green
MB1	Area East of D Avenue	1/White
MB2	Area West of D Avenue	1/White
MB4	Fretwell Park	1/White
MB7	West Quadrant Area	3/Light Green
MB10	Area Surrounding Lake Fretwell	1/White & 3/Light Green
MB16	Area West of the POW/MIA Park	1/White
MB19	Base Building Core	1/White
MB20	Area with Privately Owned Housing Trailers	1/White
Yellow Water (YW) Weapons Complex (YWCX)	YW Weapons Complex	1/White
YW North Quadrant (YWN)	YW North Quadrant	1/White
YW Perimeter Survey (YWPER)	YW Perimeter Survey	1/White

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

**Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
YW Southeast Quadrant (YWSE)	YW Southeast Quadrant	1/White & 3/Light Green
YW Weapons Compound (YWWC)	YW Weapons Compound	1/White

Transfer Parcel - Utility Building Condition Classifications

Building No.	Description	EBST Rating
15	Wastewater Treatment Control Building	3/Light Green
16	Water Treatment Plant #1	2/Blue
16A	Water Tower	4/Dark Green
16B	Water Tower	4/Dark Green
16C	Water Tank	4/Dark Green
16D	Water Tank	4/Dark Green
16E	Water Treatment Plant #1 Supply Well	1/White
18LS	Lift Station	3/Light Green
67LS	Lift Station	1/White
112LS	Lift Station	1/White
141	Emergency Generator Station	1/White
147LS	Lift Station	1/White
148LS	Lift Station	1/White
199LS	Lift Station	1/White
222LS	Lift Station	3/Light Green
224LS	Lift Station	4/Dark Green
231	Emergency Generator Building for Building 224LS	1/White
270	Pump House	1/White
278	Pump House	1/White
290B	Pump House Building for Well #10	1/White
294	Transformer Substation	1/White
312LS	Lift Station	3/Light Green
323LS	Lift Station	1/White
327LS	Lift Station	1/White
337	Pump House	3/Light Green
340LS	Lift Station	1/White
343LS	Lift Station	1/White
352	Non-Potable Well	1/White
356	North Transformer Substation Pad	1/White
360PS	Water Pump Station	1/White

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

**Transfer Parcel - Utility Building Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
361	Water Treatment Plant No. 2	1/White
361A	Water Treatment Plant No. 2 Supply Well	1/White
362	Water Tank	3/Light Green
363	Water Tank/Pump	3/Light Green
364LS	Lift Station	3/Light Green
573	Non-Potable Well	1/White
584	Transformer Pad	3/Light Green
608LS	Lift Station	1/White
609	YWWA Water Treatment Plant	1/White
609A	YWWA Water Treatment Plant Supply Well	1/White
609B	YWWA Water Treatment Plant Supply Well	1/White
609C	YWWA Water Treatment Plant Supply Well	1/White
621LS	Lift Station	3/Light Green
631	Water Tank	4/Dark Green
711	Transformer Pad	1/White
802LS	Lift Station (Demolished)	3/Light Green
820LS	Lift Station	1/White
823LS	Lift Station	3/Light Green
825LS	Lift Station	3/Light Green
848	Well at GCA Hardstand	3/Light Green
854	Well Pump House	1/White
855	Water Pump House	1/White
859LS	Lift Station	1/White
860LS	Lift Station	3/Light Green
861	Water Tank	1/White
864LS	Lift Station	1/White
872	Emergency Generator Building for Building 802LS	2/Blue
1820LS	Lift Station	3/Light Green

D. Other Environmental Aspects

1. Ordnance Storage

Sixty-one buildings on the Transfer Parcels have historically stored ordnance. All ordnance and ordnance materials have been removed from the Transfer Parcel.

2. Asbestos-Containing Materials

Recent asbestos survey reports identified damaged and friable asbestos-containing materials (ACM) in Buildings 68, 338, 607, 626, 808, 832, 1821, and 1822. Abatement was recommended at these facilities. All abatement activities at these facilities have been completed. Additional surveys for damaged and friable ACM in the housing units were conducted and no damaged or friable ACM was detected.

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

3. Lead-Based Paint

The buildings in the Transfer Parcel are not subject to Federal law governing lead-based paint (LBP) and LBP hazards in "target housing." The intended reuse of all housing units and dormitory style housing is for senior citizen retirement or assisted living and children less than 6 years of age will not be residing in the property; thus, it is not considered "target housing."

It is likely that all buildings on the Transfer Parcel constructed before 1978 were painted with LBP, and exposed metal components on any structure built before 1990 were painted with LBP primers. A Lead-Based Paint Hazards Advisory Statement, Attachment 1 to this FOST, will be provided to the transferee before transfer.

4. Polychlorinated Biphenyls (PCBs)

No PCB-contaminated electrical equipment is associated with the Transfer Parcel.

PCB contaminated soils were detected adjacent to Building 30. All necessary remedial actions have been completed.

5. Radon

The Transfer Parcel area housing has been surveyed for radon as a radon assessment was performed at NAS Cecil Field in 1989 at selected housing units in both the Yellow Water and Main Base housing developments. This assessment revealed no levels of radon exceeding the U.S.EPA action level of 4 pCi/l. This conclusion is in agreement with similar studies conducted in this geographic vicinity indicating that radon does not pose a threat in this area.

5.0 Requirements Applicable to Property Transfer

A. NEPA Compliance

In accordance with National Environmental Policy Act (NEPA) requirements, an Environmental Impact Statement (EIS) and Record of Decision (ROD) have been prepared and executed in connection with the planned disposal and reuse of NAS Cecil Field. The EIS was executed on 16 October, 1998 and the ROD was executed on 19 May 1999.

B. Hazardous Substance Notice

In accordance with Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the deed(s) transferring the Transfer Parcel shall provide notice via Appendix A to this FOST, as to those hazardous substances which it is known, based on a complete search of agency files, were stored for 1 year or more, released or disposed of on the Transfer Parcel, and all response actions taken to date to address such contamination. More detailed information concerning such actions is set forth in those documents that make up the Administrative Record for NAS Cecil Field.

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

C. CERCLA Covenants

In accordance with CERCLA Section 120(h)(3)(A)(ii)(I), the deed(s) transferring the Transfer Parcel shall contain a covenant warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the property has been taken before the date of transfer.

In accordance with CERCLA Section 120(h)(3)(A)(ii)(II), the deed(s) transferring the Transfer Parcel shall contain a covenant warranting that any additional remedial action found to be necessary after the date of transfer shall be conducted by the United States.

In accordance with CERCLA Section 120(h)(4)(D)(i), the deed(s) transferring the Transfer Parcel shall contain a covenant warranting that any response action or corrective action found to be necessary after the date of sale or transfer shall be conducted by the United States (covenant for 1/White areas only).

D. CERCLA Access Clause

In accordance with CERCLA Section 120(h)(3)(A)(iii), the deed(s) transferring the Transfer Parcel shall contain a clause granting to the United States, its officers, agents, employees, contractors, and subcontractors the right to enter the transferred property in any case that remedial or corrective action is found to be necessary after the date of transfer. The right to enter to be set forth shall include the right to conduct tests, investigations, 5-year reviews, and surveys, including, where necessary, drilling, test pitting, boring, and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other response or remedial action as required or necessary including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The United States retains the authority to enter to conduct investigations on adjacent parcels as well as the parcel subject to the transfer. These access rights are in addition to those granted to Federal, state, and local authorities under appropriate and applicable environmental laws and regulations.

E. Land and/or Groundwater Use Restrictions

To protect human health and the environment, the following general land and/or groundwater use restrictions will be incorporated into the deed(s) and/or transfer agreement, which shall effect the transfer of the Transfer Parcel. These restrictions will also ensure that ongoing as well as necessary future environmental investigations and remedial activities at or adjacent to the Transfer Parcel will not be disrupted.

- Transferee, its successors, and its assigns will be prohibited from interfering with any environmental investigation or remedial activities to be undertaken by the Navy on or adjacent to the property to include, but not be limited to, the installation of groundwater monitoring or extraction wells.
- Transferee, its successors, and its assigns will be required to protect the integrity of any future site remediation system, and all existing or future groundwater monitoring or extraction wells to be installed by the Navy until such wells are no longer needed for environmental investigation or remediation purposes, as determined by the Navy in

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

consultation with U.S.EPA and the Florida Department of Environmental Protection (FDEP).

F. Transferee Indemnification

The federal government shall hold harmless, defend, and indemnify the JEDC and any future successor, assignee, transferee, lender, or lessee of the Transfer Parcel from any suit, demand, cost or liability arising out of any claim for personal injury or property damage that may result from, or be predicated upon, the release or threatened release of any hazardous substance, pollutant, and/or petroleum or petroleum derivative contaminant resulting from Department of Defense activities on the property subject to the conditions specified in and to the extent authorized by Section 330 of Public Law 102-484 as amended by Public Law 103-160.

G. Environmental Compliance Agreements/Permits/Orders

Installation restoration activities onboard NAS Cecil Field have been and will continue to be conducted pursuant to the terms of a Federal Facility Agreement (FFA) executed between the Navy, U.S.EPA, and FDEP. The transfer of the Transfer Parcel shall be effected consistent with the requirements of that agreement as well as the Resource Conservation and Recovery Act (RCRA) hazardous waste storage permit for this same facility. No outstanding Federal or state environmental compliance orders pertain to the Transfer Parcel.

H. Notification to Regulatory Agencies/Public

In accordance with DoD guidance, U.S.EPA Region 4 and FDEP have been advised of the proposed transfer of the Transfer Parcel and copies of the EBST and Draft FOST were provided to those agencies for review. The EBST and Draft FOST were also made available for public review during a 30-day public comment period. A copy of the Notice of Public Comment Period is attached as Appendix J. All regulatory agency and public comments received were considered and incorporated as deemed appropriate. Any unresolved comments and the Navy's responses thereto are included in Appendix I to the EBST. Copies of all transfer documentation provided to the transferees will be made available to U.S.EPA and FDEP representatives on request after execution of the same.

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

6.0 Suitability Determination

NOW THEREFORE, based on my review of the information contained in the attached EBST as well as the Reuse Plan for NAS Cecil Field, I have determined that the Transfer Parcel is presently suitable for deed transfer to the JDEC for the intended purposes subject to application of those specific land and groundwater use restrictions described above.

5/30/00

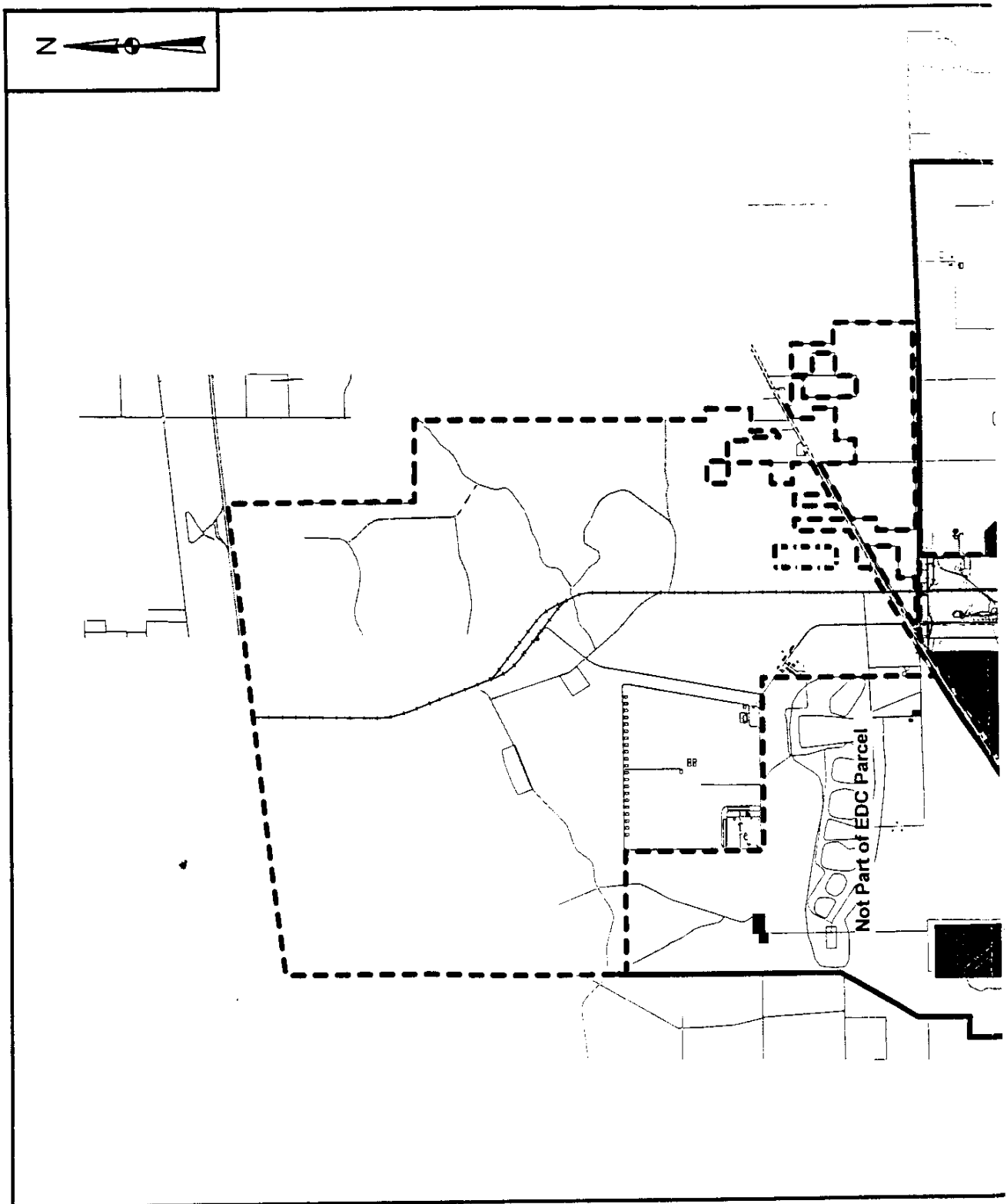
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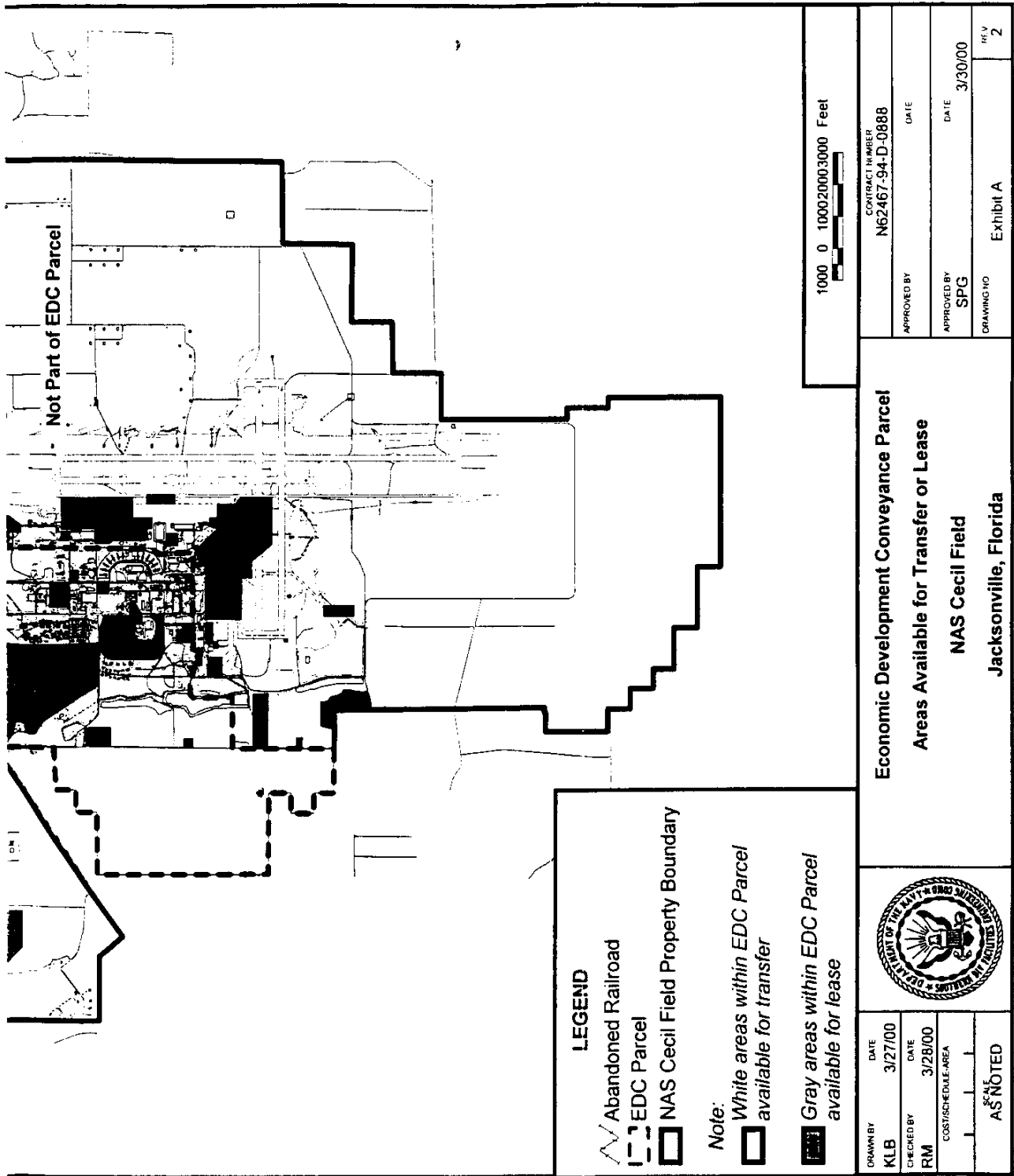


R.E. CELLON, CAPT, CEC, USN
Commander
Southern Division
Naval Facilities Engineering Command
North Charleston, SC

FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA

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Location	Building
Building	108
Building	338
Building	609
Building	808
Building	882

Th	rel	L	S	SW	A	SV	A	SV	P	SV	P	SV	Bu	Bu
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**ATTACHMENT 1
LEAD-BASED PAINT HAZARD
DISCLOSURE AND ACKNOWLEDGMENT FORM
(RESIDENTIAL/NONRESIDENTIAL STRUCTURES)**

LEAD WARNING STATEMENT

YOU ARE ADVISED THAT BUILDINGS CONSTRUCTED BEFORE 1978 MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE. YOU ARE FURTHER ADVISED THAT LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. WORKERS MAY ALSO SUFFER ADVERSE HEALTH EFFECTS FROM LEAD DUST OR FUME EXPOSURE

ACKNOWLEDGMENT

I acknowledge that:

- (1) I have read and understand the above stated Lead Warning Statement;
- (2) I have received from the Federal Government the following document(s):
Environmental Baseline Survey for Transfer, and Finding of Suitability to Transfer-Naval Air Station Cecil Field, Jacksonville, Florida – EDC Transfer Parcel representing the best information available to the Federal Government as to the presence of lead-based paint and lead-based paint hazards in the buildings covered by this Transfer;
- (3) I understand that my failure to inspect, or to become fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of any bid or offer made after its opening or tender; and
- (4) I understand that upon execution of this Transfer, I shall assume full responsibility for preventing future lead exposure by properly managing and maintaining or, as required by applicable Federal, state, or local laws or regulations, for abating any lead-based paint hazard that may pose a risk to human health.

Transferee (or duly authorized agent)

Date

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

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APPENDIX A
HAZARDOUS SUBSTANCE NOTICE
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA

The table below identifies those hazardous substances that it is known, based on search of agency files, were stored for 1 year or more, released or disposed of in reportable quantities on the Economic Development Conveyance (EDC) Transfer Parcel.

Location	Description	Substance	CAS Registry Number	Stored	Released/Disposed (reportable quantities)	Quantity	Dates	Response Actions Taken
Site 14/ SWMU 14/ OU 5	Blue 5 Ordnance Disposal Area	Trinitrotoluene (TNT) Tetryl	118-96-7 479-45-8	No	Yes	Unknown	1967 to 1977	No contamination found exceeding clean-up criteria. No clean-up required.
AOI 26/ SWMU 26	Building 81 DDT Storage Area	DDT	50-29-3	Yes	Yes	Unknown	Unknown	No contamination found exceeding clean-up criteria. No clean-up required.
AOI 35/ SWMU 35	PCBs On Perimeter Road	PCBs	11104-28-2	No	Yes	Unknown	Unknown	No contamination found exceeding clean-up criteria. No clean-up required.
PSC 43/ SWMU 43	Building 617 Polycyclic Aromatic Hydrocarbons (PAHs)	Benzo(a) pyrene	50-32-8	No	Yes	Unknown	Unknown	Soil removal completed to remove contaminated soils in excess of clean-up criteria.
PSC 55/ SWMU 55	Recycling Center	Arsenic	7440-38-2	No	Yes	Unknown	Unknown	No contamination found exceeding cleanup criteria. No clean-up required.
Building 7	Flammable and Hazardous Material Storage	Sodium Sulfide Cyclohexylamine 20% Hydrochloric Acid Caustic Soda	1313-82-2 108-91-8 7647-01-0 1310-73-2	Yes	No	Unknown	1989 to 1999	N/A
Building 16	Water Treatment Plant #1	Chlorine	7782-50-5	Yes	No	2,800 lb/year	1941 to 1999	N/A

Location	Description	Substance	CAS Registry Number	Stored	Released/ Disposed (reportable quantities)	Quantity	Dates	Response Actions Taken
Building 108	Grounds Maintenance Equipment Shop	Fertilizer (arsenic)	7440-38-2	Yes	No	Unknown	1945 to 1999	N/A
Building 338	Training Building	1,1,1-Trichloroethane	71-55-6	Yes	No	Unknown	1959 to 1999	N/A
Building 609	Y W W A Water Treatment Plant	Chlorine	7782-50-5	Yes	No	300 lbs/ year	1959 to 1999	N/A
Building 808	Dispensary/Dental Clinic	Cupric Sulfate Ferric Sub sulfate Methyl Salicylate Formaldehyde Potassium Hydroxide Acetic Acid Isopropyl Alcohol Acetone Methyl Alcohol Hydrogen Peroxide Carbon Dioxide Liquid Nitrogen Xylene Aluminum Oxide Ethanol Chlorine	7758-98-7 10028-22-5 119-36-8 50-00-0 1310-58-3 64-19-7 67-63-0 67-64-1 67-56-1 7722-84-1 124-38-9 7727-37-9 1330-20-7 1344-28-1 64-17-5 7782-50-5	Yes	No	Unknown	1976 to 1999	N/A
Building 882	Chiller Building	Sodium Nitrate Acrylamide Sulfuric Acid Hydrochloric Acid Sodium Hydroxide Nitrogen	7631-99-4 79-06-1 7664-93-9 7647-01-0 1310-73-2 7727-37-9	Yes	No	Unknown	1970 to 1999	N/A

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**ATTACHMENT 1
LEAD-BASED PAINT HAZARD
DISCLOSURE AND ACKNOWLEDGMENT FORM
(RESIDENTIAL/NONRESIDENTIAL STRUCTURES)**

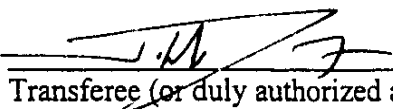
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- (3) I understand that my failure to inspect, or to become fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of any bid or offer made after its opening or tender; and
- (4) I understand that upon execution of this Transfer, I shall assume full responsibility for preventing future lead exposure by properly managing and maintaining or, as required by applicable Federal, state, or local laws or regulations, for abating any lead-based paint hazard that may pose a risk to human health.

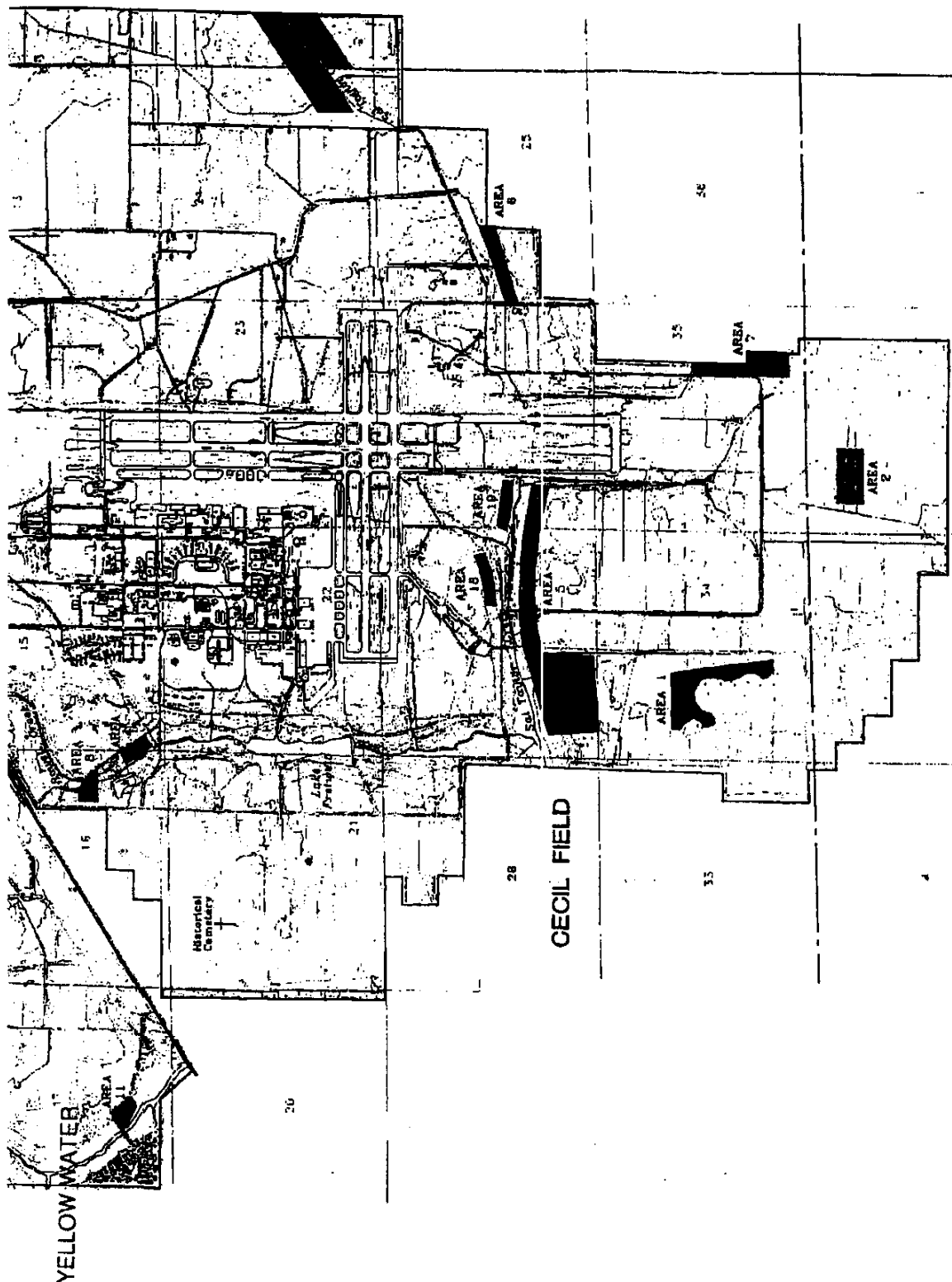

Transferee (or duly authorized agent)

9/13/00
Date

Exhibit F

APPENDIX 4

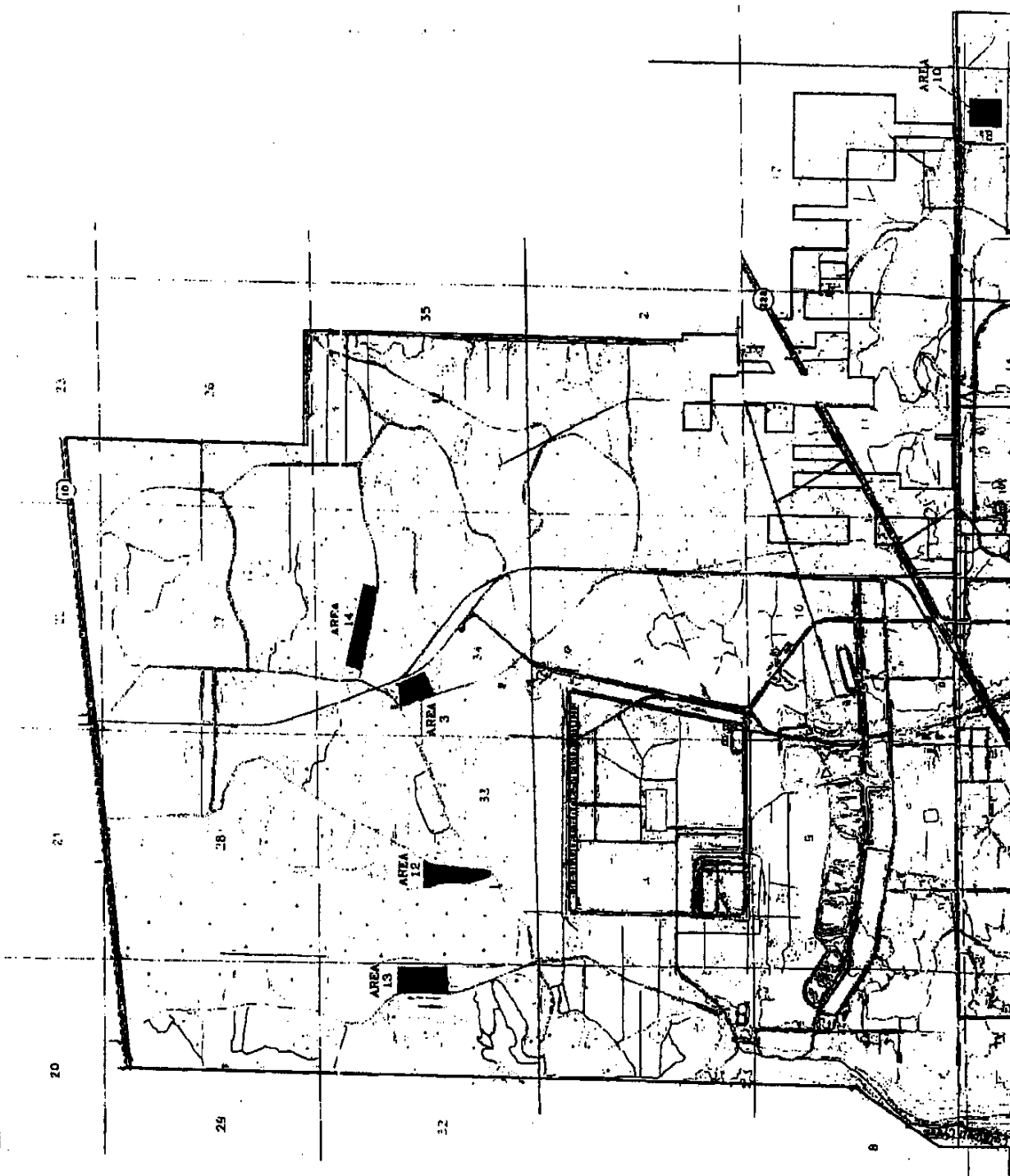
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ARCHEOLOGICAL PROBABILITY MAI

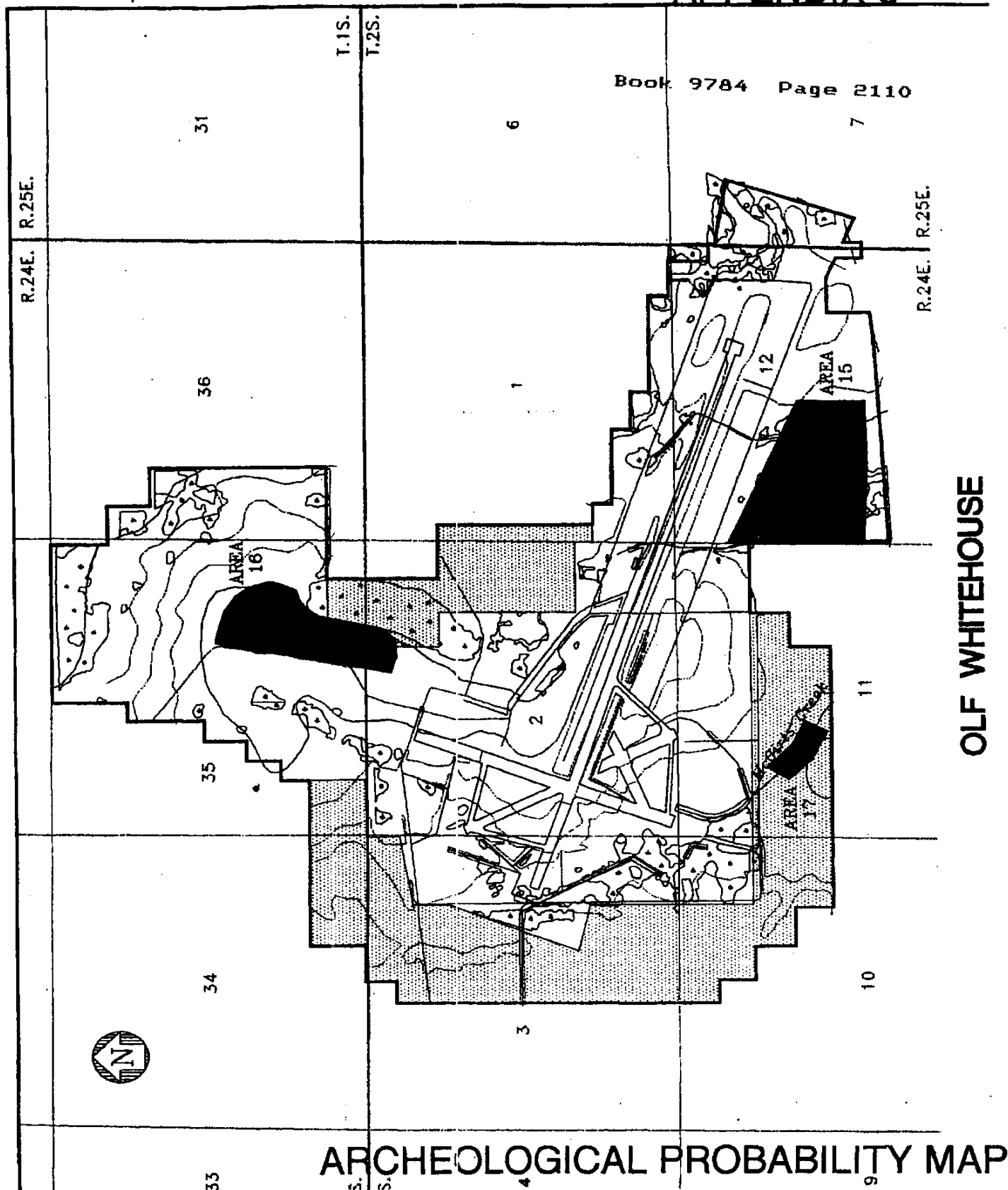
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APPENDIX 5



Exh. b. + G

APPENDIX 1

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**PRESERVATION COVENANT FOR
ARCHEOLOGICAL SITE**

In consideration of the conveyance of the real property that includes the (*name of archeological site*) located in Duval and Clay Counties, State of Florida, which is more fully described as: (*Insert legal description*). Grantee hereby covenants on behalf of himself/herself/itself, his/her/its heirs, successors and assigns at all times to the United States Department of the Navy (Navy) and the Florida State Historic Preservation Officer (SHPO) to maintain and preserve the (*name of archeological site*) as follows:

1. No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on (*name of archeological site*) which would affect the physical integrity of the archeological site without the express prior written permission of the Florida SHPO, signed by a fully authorized representative thereof. Should the Florida SHPO require, as a condition of the granting of such permission, that the Grantee conduct archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the (*name of archeological site*), the Grantee shall at his/her/its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the Florida SHPO may specify, including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains.

2. Grantee shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the (*name of archeological site*) and shall promptly report any such disturbance to the Florida SHPO.

3. The Florida SHPO shall be permitted at all reasonable times to inspect (*name of archeological site*) in order to ascertain if the above conditions are being observed.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Florida SHPO may, following reasonable notice to the Grantee, institute a suit to enjoin said violation or to require the restoration of (*name of archeological site*). The successful party shall be entitled to recover all costs or expenses incurred in connection with such suit, including all court costs and attorney's fees.

5. Grantee agrees that the Florida SHPO may at his/her/its discretion, without prior notice to Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.

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6. This covenant is binding on Grantee, his/her/its heirs, successors and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by Grantee verbatim or by express reference in any deed or other legal instrument by which he/she/it divests himself/herself/itself of either the fee simple title or any other lesser estate in (*name of archeological site*) or any part thereof.

7. The failure of the Florida SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

This covenant shall be binding servitude upon the real property that includes (*name of archeological site*) and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence the Grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

Exhibit H

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APPENDIX 2

ARCHEOLOGICAL DATA RECOVERY
PROJECT STANDARDS

Archeological data recovery shall be carried out in accordance with a data recovery plan developed in consultation with the Florida State Historic Preservation Officer (SHPO). The data recovery plan shall be consistent with the Secretary of the Interior's *Standards and Guidelines for Archeological Documentation* (48 FR 447344-37) and pertinent standards and guidelines of the Florida SHPO, and shall take into account the Advisory Council on Historic Preservation's (Council) publication, *Treatment of Archeological Properties* (Advisory Council on Historic Preservation, [draft] 1980), subject to any pertinent revisions the Council may make in the publication prior to completion of the data recovery plan. The plan shall, at a minimum, specify:

1. The property, properties, or portions of properties where data recovery is to be carried out;
2. Any property, properties, or portions of properties that will be transferred without data recovery, and the rationale for doing so;
3. The research questions to be addressed through the data recovery, with an explanation of their relevance and importance;
4. The field work methodology to be used, with an explanation of its relevance to the research questions;
5. The methodology to be used in analysis, with an explanation of its relevance to the research questions;
6. The methodology to be used in data management and dissemination of data, including a schedule;
7. The manner in which recovered materials will be disposed of, in a manner consistent with State of Florida law regarding disposition of archeological materials and recovered human remains;

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8. The manner in which field notes and other records of field work and analysis will be preserved and disposed of;

9. The methodology to be used to involve the interested public in the data recovery process;

10. The methodology to be used in disseminating results of the work to the interested public;

11. The methodology by which parties with special interests in the property, if any, will be kept informed of the work and afforded the opportunity to participate; and,

12. The schedule for the submission of progress reports and final reports to the Florida SHPO and others.

Records of data recovery field work and analysis shall be retained in an archive or other curatorial facility approved by the Florida SHPO and disseminated as appropriate to facilitate research and management without unduly endangering historic properties. Material recovered from data recovery projects shall be curated in accordance with 36 CFR Part 79, except that human remains and artifacts associated with graves shall be treated in conformance with requirements of the *Native American Graves Protection and Repatriation Act* (Public Law 101-601).

APPENDIX A
HAZARDOUS SUBSTANCE NOTICE
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA

The table below identifies those hazardous substances that it is known, based on search of agency files, were stored for 1 year or more, released or disposed of in reportable quantities on the Economic Development Conveyance (EDC) Transfer Parcel.

Location	Description	Substance	CAS Registry Number	Stored	Released/Disposed (reportable quantities)	Quantity	Dates	Response Actions Taken
Site 14/ SWMU 14/ OU 5	Blue 5 Ordnance Disposal Area	Trinitrotoluene (TNT) Tetryl	118-96-7 479-45-8	No	Yes	Unknown	1967 to 1977	No contamination found exceeding clean-up criteria. No clean-up required.
AOI 26/ SWMU 26	Building 81 DDT Storage Area	DDT	50-29-3	Yes	Yes	Unknown	Unknown	No contamination found exceeding clean-up criteria. No clean-up required.
AOI 35/ SWMU 35	PCBs On Perimeter Road	PCBs	11104-28-2	No	Yes	Unknown	Unknown	No contamination found exceeding clean-up criteria. No clean-up required.
PSC 43/ SWMU 43	Building 617 Polycyclic Aromatic Hydrocarbons (PAHs)	Benzo(a) pyrene	50-32-8	No	Yes	Unknown	Unknown	Soil removal completed to remove contaminated soils in excess of clean-up criteria.
PSC 55/ SWMU 55	Recycling Center	Arsenic	7440-38-2	No	Yes	Unknown	Unknown	No contamination found exceeding cleanup criteria. No clean-up required.
Building 7	Flammable and Hazardous Material Storage	Sodium Sulfide Cyclohexylamine 20% Hydrochloric Acid Caustic Soda	1313-82-2 108-91-8 7647-01-0 1310-73-2	Yes	No	Unknown	1989 to 1999	N/A
Building 16	Water Treatment Plant #1	Chlorine	7782-50-5	Yes	No	2,800 lb/year	1941 to 1999	N/A
Building 108	Grounds Maintenance	Fertilizer (arsenic)	7440-38-2	Yes	No	Unknown	1945 to 1999	N/A

Exhibit I

Exhibit I

Location	Description	Substance	CAS Registry Number	Stored	Released/Disposed (reportable quantities)	Quantity	Dates	Response Actions Taken
Building 338	Equipment Shop	1,1,1-Trichloroethane	71-55-6	Yes	No	Unknown	1959 to 1999	N/A
Building 609	YWVA Water Treatment Plant	Chlorine	7782-50-5	Yes	No	300 lbs/ year	1959 to 1999	N/A
Building 808	Dispensary/Dental Clinic	Cupric Sulfate Ferric Sub sulfate Methyl Salicylate Formaldehyde Potassium Hydroxide Acetic Acid Isopropyl Alcohol Acetone Methyl Alcohol Hydrogen Peroxide Carbon Dioxide Liquid Nitrogen Xylene Aluminum Oxide Ethanol Chlorine	7758-98-7 10028-22-5 119-36-8 50-00-0 1310-58-3 64-19-7 67-63-0 67-64-1 67-56-1 7722-84-1 124-38-9 7727-37-9 1330-20-7 1344-28-1 64-17-5 7782-50-5	Yes	No	Unknown	1976 to 1999	N/A
Building 882	Chiller Building	Sodium Nitrate Acrylamide Sulfuric Acid Hydrochloric Acid Sodium Hydroxide Nitrogen	7631-99-4 79-06-1 7664-93-9 7647-01-0 1310-73-2 7727-37-9	Yes	No	Unknown	1970 to 1999	N/A

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Exhibit J

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Exhibit C

Disclosure Statement and Waiver

2. This Exhibit should be attached to the Lease:

Exhibit "F"

LANDLORD'S DISCLOSURE STATEMENT AND TENANT WAIVER

(this Exhibit consists of two (2) pages)

Landlord's Disclosure Statement

Background: Landlord has determined that as a condition precedent to the execution of a lease, each prospective tenant of Cecil Pines Senior Living Community ("Cecil Pines") located in Jacksonville, Florida must read this disclosure statement and sign a Tenant Waiver as evidence that he/she understands this Disclosure Statement and agrees to be bound by certain conditions relating to occupancy of a residence at Cecil Pines. Execution of the Tenant Waiver is mandatory before a lease can be finalized for any person desiring to lease a residence at Cecil Pines.

Disclosure: Landlord hereby discloses that the Cecil Pines is located on property that formerly comprised a portion of Naval Air Station Cecil Field ("Cecil Field") which was closed for all military air operations pursuant to the Defense Base Closure Act of 1990 (Public Law No. 101-510, as amended). All of the property which formerly was a part of Cecil Field has or will be transferred to various private or governmental interests to be used for commercial, recreational or residential purposes. The Jacksonville Port Authority ("JPA") will receive approximately 6000 acres of the property which formerly was the location of the military air field and will operate a commercial civilian airport ("Airport") on that site. Although located approximately ___ mile from the boundaries of JPA's Airport, because of the reconfiguration of the take off and landing patterns, Cecil Pines is NOT located within any established airport environ zone, any noise zone or any accident potential zone. Please be further advised that the City of Jacksonville has not established any restriction or placed any limitation on the residential use of the Cecil Pines property. None the less, all tenants of Cecil Pines are advised that commercial aircraft will be utilizing the Airport on varying schedules throughout the day and night. Landlord makes no representation as to the level of noise that will occur as a result of Airport operations or as to the potential for the occurrence of any accident involving Airport operations.

Witness:

Cecil Pines Senior Living Community

By: _____

(Print Name)

Its:

P. 1

Exhibit F

Tenant Waiver

I, (Name of Tenant(s)) acknowledge that I/we have read and understand the foregoing Landlord's Disclosure Statement which contains information relating to the property to be leased by me/us from California Lutheran Homes and Community Services, doing business as Cecil Pines Senior Living Community. I/we acknowledge that property leased by me/us will be located within mile of a commercial civilian airport ("Airport") to be operated by the Jacksonville Port Authority ("JPA"). I/we understand that, although the property to be leased by me/us is not restricted as to use by the City of Jacksonville nor is it located within an established airport noise zone or within an accident potential zone, certain operations on the Airport could create a noise level that might, from time to time, become objectionable to me/us. I/we also understand that aviation accidents are more likely to occur in the vicinity of airports. Having this knowledge, I/we still desire to lease residential accommodations in Cecil Pines. In consideration for the execution of this lease by California Lutheran Homes and Community Services, my/our signature(s) on this Tenant Waiver shall constitute irrefutable and absolute proof that I/we do hereby waive any and all claims or actions against California Lutheran Homes and Community Services or the JPA, their respective officers, employees, agents, successors and assigns arising out of any injury (whether mental or corporal) to persons, including death or damage to property resulting from or incidental to the operation of the Airport or any activity associated with such operation. This waiver shall survive the term of my/our lease at Cecil Pines for any action that may have occurred during such term. I/we specifically agree that nothing attributable or incidental to Airport operations shall constitute lawful grounds for repudiation or cancellation of my/our lease and any attempt on my/our part to do so shall constitute a default as provided for in Section of said lease.

Witness:

Tenant(s)

(Print Name)

(Print Name)

p. 2

Exhibit D

EBS and FOST

**ENVIRONMENTAL BASELINE SURVEY
FOR TRANSFER
ECONOMIC DEVELOPMENT
CONVEYANCE (EDC) PARCEL**

VOLUME 1: FOST/FOSL/EBST

**NAVAL AIR STATION CECIL FIELD
JACKSONVILLE, FLORIDA**

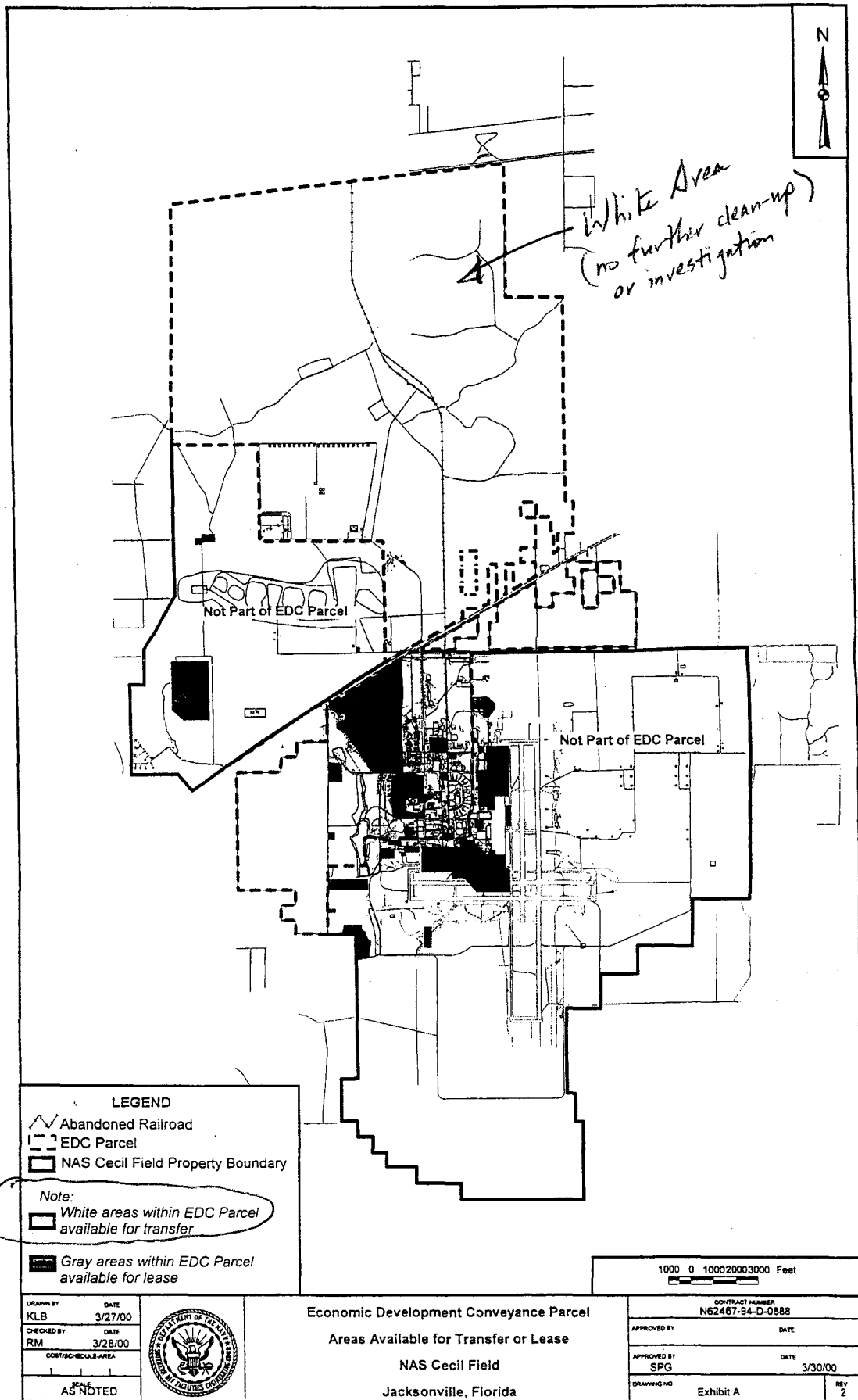


**Southern Division
Naval Facilities Engineering Command
Contract No. N62467-94-D-0888
Contract Task Order 051**

May 2000



TETRA TECHNUS, INC.




**ENVIRONMENTAL BASELINE SURVEY FOR TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

2.3 TITLE SEARCH

Real property information for all NAS Cecil Field property is maintained by SOUTHNAVFAC. This information was reviewed as part of the Basewide EBS report effort in 1994. That review was not repeated for this EBST effort. No legal title search has been conducted for the subject property.

2.4 PROPERTY CLASSIFICATION

The following environmental categories were developed jointly by representatives from the Office of the Secretary of Defense, the Military Services, USEPA, and the California Environmental Protection Agency to describe the environmental condition of DoD excess property. After an analysis of all available data, each parcel can be classified into one of the following seven categories.

- 
1. WHITE - Areas where no release or disposal of hazardous substances or petroleum products occurred (including any migration of these substances from adjacent areas).
 2. BLUE - Areas where only release or disposal of petroleum products occurred.
 3. LIGHT GREEN - Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial action.
 4. DARK GREEN - Areas where release, disposal, and/or migration of hazardous substances has occurred, and all remedial actions necessary to protect human health and the environment have been taken.
 5. YELLOW - Areas where release, disposal, and/or migration of hazardous substances has occurred, and removal or remedial actions are underway but all required remedial actions have not yet been taken.
 6. RED - Areas where release, disposal, and/or migration of hazardous substances has occurred, but required response actions have not yet been implemented.
 7. GRAY - Areas that have not been evaluated or require additional evaluation.

Additionally, the NAS Cecil Field BCT has developed the property condition classification 2/Blue (Yellow) to identify buildings and/or land areas that would alone be classified as 2/Blue, but that are associated with a contaminated soil or groundwater site that requires additional investigation or remediation. In addition, the BCT has developed classification 2/Blue (Dark Green) to identify buildings and/or land areas that would alone be classified as 2/Blue, but that are associated with a contaminated soil or groundwater site for which all remedial actions necessary to protect human health and the environment have been taken.

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

1.0 Purpose

Book 9784 Page 2079

This Finding of Suitability to Transfer (FOST) documents my determination, as the responsible Department of Defense (DoD) component official, that certain real property and associated improvements within the Economic Development Conveyance (EDC) parcel, (hereafter Transfer Parcel) located at Naval Air Station (NAS) Cecil Field, Jacksonville, Florida, are environmentally suitable for deed transfer. This decision is based on my review of information contained in the attached Environmental Baseline Survey for Transfer (EBST) and the Reuse Plan for the NAS Cecil Field as developed by the Jacksonville Economic Development Commission (JEDC) (formally the Cecil Field Development Commission). Factors leading to this decision and other pertinent information related to property transfer requirements are stated below.

2.0 Description of Property

The Transfer Parcel comprises the majority of Yellow Water Weapons Area (YWWA), the northern, western, and central portions of main base, and associated structures and buildings. This parcel has historically served as the base support, housing, and munitions storage areas for NAS Cecil Field. The following tables identify those particular buildings and facilities to be transferred with this parcel:

Transfer Parcel - Buildings/Structures/Open Areas

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
1	9,269	1942	Public Works Center	No Change
1A	600	1945	Environmental Works	No Change
2	1,232	1985	ROICC Field Office	BRAC Office
4	13,197	1941	Administrative Office Building	Northrop Grumman Office
5	5,200	1942	Applied Instruction Building	DET HDQ 83rd Troop Command Office
7	1,566	1989	Flammable and Hazardous Material Storage	Empty
8	17,400	1942	Administrative Office (PSD)	No Change
12	7,307	1941	Operations Training Building - FASO	US Army
24	17,472	1942	NIS/Child Development Center	No Change
24A	NA	NA	Toy Storage Building	No Change
26	12,728	1944	NAESU	No Change
30	22,000	1942	Commissary	Empty
68	62,489	1953	Supply Warehouse	No Change
68A	72,480	1957	Supply Warehouse	No Change
68B	37,848	1985	Supply Office	No Change
88	21,636	1954	BEQ	No Change
89	21,636	1954	BEQ	No Change

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

**Transfer Parcel - Buildings/Structures/Open Areas
(Continued)**

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
90	21,636	1954	BEQ	No Change
91	42,007	1954	Mess Hall	No Change
92	21,636	1953	BEQ	No Change
93	21,636	1954	BEQ	No Change
94	21,636	1954	BEQ	No Change
95	21,636	1955	BEQ	No Change
96	21,636	1955	BEQ	No Change
97	21,636	1955	BEQ	No Change
99	5,100	1961	Housing Storage	Recycling & Transportation Storage
103	1,440	1981	Self Help Warehouse	No Change
105	2,400	1983	Shop	No Change
107	4,700	1977	Basketball Court/Playground	No Change
108	1,500	1945	Grounds Maintenance Equipment Shed	No Change
109	1,519	1942	Navy & Marine Relief Office	No Change
110	600	1979	Lake Fretwell Boathouse	No Change
112	456	1977	Lake Fretwell Restroom	No Change
113	806	1977	Lake Fretwell Pavilion	No Change
114	806	1977	Lake Fretwell Pavilion	No Change
115	806	1977	Lake Fretwell Pavilion	No Change
116	87,120	1977	Lake Fretwell Ballfield	No Change
117	288	1980	Recreation Pavilion	No Change
118	1,519	1942	Thrift Shop	Empty
119	86,000	1986	Lake Fretwell Ballfield	No Change
120	960	1991	Self Help Administration Building	Administrative & Tool Storage
121	720	1991	Lounge	No Change
122	391	1979	MWR Project Office	No Change
123	18,200	1979	Basketball Court/Track	No Change
124	NA	NA	Restroom Facility	No Change
128	NA	1979	Athletic Track	No Change
140	849	1943	First Lieutenant's Administration Office	Empty
142	1,272	1953	Family Housing	Empty
144	1,272	1953	Family Housing	Empty
146	6,480	1942	Tennis Court	No Change
149	6,480	1942	Tennis Court	No Change
150	6,480	1942	Tennis Court	No Change
151	6,480	1942	Tennis Court	No Change
152	6,480	1942	Tennis Court	No Change
153	6,480	1942	Tennis Court	No Change
157	902	1986	Tennis Court Pavilion	No Change

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

**Transfer Parcel - Buildings/Structures/Open Areas
(Continued)**

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
159	3,600	1942	Softball Field	No Change
160	3,600	1942	Softball Field	No Change
161	NA	1957	Football Field	No Change
162	48,636	1957	South Softball Field	No Change
163	48,636	1957	North Softball Field	No Change
173	192	1956	Public Toilet	No Change
174	576	1958	Pavilion	No Change
182	64	1960	Storage Building	Empty
186	396	1959	Loading Ramp For Building 338	No Change
198	8,122	1960	Aviation Physiology	No Change
200	14,336	1976	Hobby Shop	No Change
202	400	1977	Gear Issue Building	No Change
203	1,200	1981	Engine Overhaul Facility	No Change
204	4,510	1985	Base Legal	Office Space
209	4,700	1977	Basketball Court	No Change
210	140	1977	Bus Stop	No Change
211	2,437	1942	Quarters D	Office Space
212	2,437	1942	Quarters C	Office Space
213	2,437	1942	Quarters B	BCT Office
214	2,437	1942	Quarters A	Office Space
215	2,437	1942	Quarters E	Office Space
217	1,189	1946	Recreation Pavilion	No Change
217A	192	1956	Restrooms For Recreational Area	No Change
220	29,902	1954	ACE's Place	No Change
221	152	1986	Storage	No Change
256	NA	NA	A/C for BOQ	No Change
274	1,032	1990	Car Wash	No Change
277T	NA	NA	Skeet/Archery Range Trailer	No Change
279	400	1957	Wading Pool	Empty
280	2,692	1957	Bath House	Empty
281	5,166	1957	Swimming Pool	Empty
282	1,210	1977	Pool Pavilion	Empty
288	702	1954	Emergency Management Training Building	No Change
288A	176	1954	Storage/Standby Building Generator	Demolished
288B	48	1954	Operational Storage	Demolished
296	1,800	1942	FM Transmitter	No Change
298	1,260	1954	Bus Shelter	No Change
299	210	1956	Bus Stop	No Change
300	140	1956	Bus Stop	No Change
327	6,552	1956	Police Station	No Change
331	96,731	1957	BOQ	No Change

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

**Transfer Parcel - Buildings/Structures/Open Areas
(Continued)**

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
332	5,476	1957	Post Office	No Change
333	8,116	1957	Library	Empty
335	6,500	1957	Hazardous Materials Warehouse	No Change
336	40	1957	Truck Weighing Scale	No Change
338	131,097	1959	Training Building	No Change
340	15,000	1958	C.P.O. Club	Empty
345	NA	1958	Main Pool	Empty
346	NA	1958	Wading Pool	Empty
347	7,000	1958	Patio Area	Empty
353	140	1956	Bus Stop	No Change
354	60	1957	Sentry House	No Change
355	20	1957	A Avenue Gate House	No Change
357	140	1956	Bus Stop	No Change
358	NA	1976	Water Tank (Fire Protection)	No Change
359	NA	1976	Water Tank (Fire Protection)	No Change
364LN2	NA	NA	Line Shack	No Change
364LN3	NA	NA	Line Shack	No Change
374	1,800	1985	Family Housing Office	No Change
378	NA	NA	Family Housing Storage Shed	No Change
385	21,682	1959	BEQ	No Change
386	21,682	1959	BEQ	No Change
387	21,682	1959	BEQ	No Change
393	8,080	1953	Operational Storage	No Change
394	680	1989	Operational Storage	No Change
395	680	1989	Operational Storage	No Change
396	4,000	1993	Operational Storage	No Change
399	NA	1969	Plane Marker	No Change
400-403, 405-408	22,192	1957	Housing	Empty
409	210	1977	Bus Stop	No Change
410	4,700	1977	Basketball Court/Playground	No Change
411	140	1977	Bus Stop	No Change
412-427, 429-441	69,726	1957	Housing	Empty
498	19,279	1964	Gymnasium	No Change
558	192	1964	Standby Generator Building	No Change
601	9,050	1959	E.O.D. Mobil Unit 6	Empty
602	9,500	1950	Supply Building/NMCB 7	Empty
603	120	1961	Flammable Storage	Demolished
605	4,634	1960	Marine Barracks	Empty
606	4,634	1959	Enlisted Dining Hall	Empty

FINDING OF SUITABILITY FOR TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA

Transfer Parcel - Buildings/Structures/Open Areas
(Continued)

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
607	3,027	1959	YWWA Department Administration Building	Empty
612	50	1960	Guard House Post # 1	Demolished
615	1,200	1958	Maintenance Building	No Change
616	1,120	1959	Standby Generator Building	No Change
617	19,798	1959	BDU/AWSEP Operations	Empty
618	54	1962	Gasoline/Oil Storage for Grounds Maintenance	Empty
624	1,500	1959	TMR	Empty
625	584	1959	Paint Booth	Empty
626	6,014	1959	Weapons Maintenance-Special Weapons Shop	Empty
627	3,960	1976	Alert Force Building	Empty
629	375	1959	Ammo Container Storage Building	Empty
630	1,800	1959	Flammable Material Storage	Empty
632	400	1992	Flammable Storage	Empty
635	6,003	1959	Railroad Loading Dock	No Change
636	96	1962	Transmitter Building	No Change
637	560	1944	Tear Gas Chamber	Empty
639	942	1978	Standby Generator Building	No Change
640	240	1978	Guard House Post # 2	Empty
650-670	47,355	1959	High Explosive Magazines	Empty
701	2,480	1961	Inert Storehouse	Demolished
702	8,100	1961	Playing Field	Abandoned
703	4,800	1961	Former Basketball Court	No Change
705	48	1962	Storage Building (Part of PSC 43)	Empty
712	NA	NA	Former Small Arms Range	Abandoned
715	7,200	1963	Tennis Court	No Change
716	6,024	1963	Volleyball Court	No Change
760-799	25,000	1978	Weapons Magazines	Empty
800	14,744	NA	Memorial Chapel	No Change
805	1,500	1967	Recycling Center	No Change
805A	NA	NA	Recycling Office Trailer & Storage Yard	No Change
806	NA	NA	Storage Shed	No Change
808	46,800	1976	Dispensary/Dental Clinic	No Change
821	960	1966	Recreation Area Pavilion	No Change
832	12,888	1966	Flight Simulator Training Building	No Change
843	132	1970	Storage Facility	Demolished
845	NA	NA	Storage Shed	No Change
882	1,280	1970	Chiller Building	No Change
898	23,574	1968	BEQ	No Change
900	14,852	1969	Northrop Grumman	No Change
902	45,156	1983	BEQ	No Change
903	45,156	1983	BEQ	No Change

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

**Transfer Parcel - Buildings/Structures/Open Areas
(Continued)**

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
904	45,156	1988	BEQ	No Change
905	21,073	1971	Exchange Building	Empty
907	3,870	1981	Class VI Package Store	City of Jacksonville Office
913	820	1973	Ejection Seat Trainer Building	Empty
925	23,574	1969	BEQ	No Change
926	23,574	1969	BEQ	No Change
927	23,574	1969	BEQ	No Change
928	4,500	1974	Auto Vehicle Shop Building	Empty
930	3,843	1976	Open Storage Area (Part of PSC 12)	No Change
948	304	1954	Dog Kennel/NARC	Storage
950	1,046	1967	Traffic Safety Building	Empty
952	1,120	1969	Bath House	No Change
956	722	1976	Snack Bar/Recreation Building	No Change
960	2,560	1988	Lake Newman Recreation Building	No Change
962	350	1970	MARS	No Change
993	NA	1985	McDonald's Restaurant	Empty
1006-1018	31,456	1942	Quarters F-Quarters R	Empty
1821	54,847	1983	Applied Instruction Building	No Change
1822	38,997	1979	F - 18 Simulator	No Change
4406A	NA	NA	Telephone Station	No Change
6001	NA	NA	Unnumbered Building	No Change
6002	NA	NA	Weather Shelter	No Change
N/A	NA	NA	Area South of Building 121	No Change
N/A	NA	NA	Fire Protection Storage Area	No Change
N/A	NA	NA	Ground Maintenance Area	No Change
N/A	NA	NA	Janitorial Service Area	No Change
N/A	NA	NA	Long-Term Secured Parking Area	No Change
N/A	NA	NA	MWR Boat Storage Building	No Change
N/A	NA	NA	Public Housing Storage Area	No Change
MB & BBP	NA	NA	Main Base and Between Base Perimeter Survey	No Change
BB1	NA	NA	Open Area Bounded by Normandy Blvd., 103rd Street and Chaffee Road	No Change
MB1	NA	NA	Area East of D Avenue	No Change
MB2	NA	NA	Area West of D Avenue	No Change
MB4	NA	NA	Fretwell Park	No Change
MB7	NA	NA	West Quadrant Area	No Change
MB10	NA	NA	Area Surrounding Lake Fretwell	No Change
MB16	NA	NA	Area West of the POW/MIA Park	No Change
MB19	NA	NA	Base Building Core	No Change
MB20	NA	NA	Area with Privately Owned Housing Trailers	No Change
YWCX	NA	NA	YW Weapons Complex	No Change

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

**Transfer Parcel - Buildings/Structures/Open Areas
(Continued)**

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
YWN	NA	NA	YW North Quadrant	No Change
YWPER	NA	NA	YW Perimeter Survey	No Change
YWSE	NA	NA	YW Southeast Quadrant	No Change
YWWC	NA	NA	YW Weapons Compound	No Change

Transfer Parcel - Utility Buildings

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
15	1,294	1941	Wastewater Treatment Control Building	No Change
16	1,325	1941	Water Treatment Plant #1	No Change
16A	NA	NA	Water Tower	No Change
16B	NA	1941	Water Tower	No Change
16C	NA	NA	Water Tank	No Change
16D	NA	NA	Water Tank	No Change
16E	NA	NA	Water Treatment Plant #1 Supply Well	No Change
18LS	308	1941	Lift Station	No Change
67LS	NA	NA	Lift Station	No Change
112LS	NA	NA	Lift Station	No Change
141	225	1981	Emergency Generator Station	No Change
147LS	456	1957	Lift Station	No Change
148LS	96	1957	Lift Station	No Change
199LS	25	1985	Lift Station	No Change
222LS	228	1954	Lift Station	No Change
224LS	288	1953	Lift Station	No Change
231	225	1981	Emergency Generator Building for Building 224LS	No Change
270	104	1955	Pump House	No Change
278	25	1977	Pump House	Empty
290B	48	1954	Pump House Building for Well #10	No Change
294	NA	NA	Transformer Substation	No Change
312LS	NA	1957	Lift Station	No Change
323LS	NA	1991	Lift Station	No Change
327LS	NA	1955	Lift Station	No Change
340LS	NA	NA	Lift Station	No Change
343LS	NA	NA	Lift Station	No Change
352	368	1957	Non-Portable Well	No Change

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

**Transfer Parcel - Utility Buildings
(Continued)**

Building No.	Square Feet	Year Built	Past Building Usage	Current Building Usage
356	120	1978	North Transformer Substation Pad	No Change
360PS	231	1957	Water Pump Station	No Change
361	1,130	1957	Water Treatment Plant No. 2	No Change
361A	NA	NA	Water Treatment Plant No. 2 Supply Well	No Change
362	NA	1957	Water Tank	No Change
363	NA	NA	Water Tank/Pump	No Change
364LS	NA	1978	Lift Station	No Change
573	NA	1962	Non-Potable Well	No Change
584	NA	1952	Transformer Pad	No Change
608LS	266	1959	Lift Station	No Change
609	640	1959	YWWA Water Treatment Plant	No Change
609A	NA	NA	YWWA Water Treatment Plant Supply Well	No Change
609B	NA	NA	YWWA Water Treatment Plant Supply Well	No Change
609C	NA	NA	YWWA Water Treatment Plant Supply Well	No Change
621LS	63	1959	Lift Station	No Change
631	NA	1959	Water Tank	No Change
711	NA	NA	Transformer Pad	No Change
802LS	144	1966	Lift Station	Demolished
820LS	NA	NA	Lift Station	No Change
823LS	1,760	1989	Lift Station	No Change
825LS	NA	1968	Lift Station	No Change
848	120	1968	Well at GCA Hardstand	No Change
854	36	1972	Well Pump House	No Change
855	36	1972	Water Pump House	No Change
859LS	NA	NA	Lift Station	No Change
860LS	NA	1976	Lift Station	No Change
861	NA	1977	Water Tank	No Change
864LS	42	1975	Lift Station	No Change
872	225	1981	Emergency Generator Building for Building 802LS	No Change
1820LS	100	1973	Lift Station	No Change

In addition to these specific utility buildings, the proposed property transfer will include the remainder of the electrical, water, and sewer distribution systems that lie within the property.

3.0 Past Use and Proposed Reuse

The U.S. Navy acquired the Transfer Parcel in 1941. The land was undeveloped before its acquisition and consisted of open land with patches of wooded wetlands and dry woods. This is consistent with historical data provided in the Initial Assessment Study (Envirodyne

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Engineers, Inc., 1985). The EDC area, which encompasses buildings, paved parking areas, a number of minor structures, and surrounding lands, has historically been used for base support, housing, and associated munitions/ordnance storage.

The primary function of the majority of the buildings in the Transfer Parcel was to provide support to base functions at NAS Cecil Field.

The buildings, land areas, and utilities in the Transfer Parcel at NAS Cecil Field will be transferred to the JEDC and the proposed uses by the JEDC will be consistent with their Redevelopment Plan which calls for mixed uses including recreational, commercial, industrial, housing and open spaces.

4.0 Environmental Findings

All available information concerning the past storage, release, or disposal of hazardous substances and/or petroleum products on the Transfer Parcel as collected through record searches, aerial photographs, personnel interviews, and onsite visual inspections is contained in the attached EBST. The following summarizes those findings and the corresponding DoD condition of property classification assigned to the real property and improvements to be transferred.

A. Hazardous Substance Contamination

Some of the buildings and facilities within the Transfer Parcel have been associated with smaller isolated investigations and cleanups (if warranted). The results of these investigations and cleanups influence the property classifications of all affected buildings, facilities, and land areas. The current status of these investigations and cleanups is incorporated into this FOST and the final EBST.

Three Installation Restoration Program sites (IRP Sites 12, 14, and 19) are located within the Transfer Parcel. Two Areas of Interest sites (AOIs 26 and 35) have also been identified in the Transfer Parcel along with four Potential Source of Contamination sites (PSCs 22, 43, 48, and 55). These areas within the Transfer Parcel are locations where past releases of hazardous substances, such as pesticides, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, and arsenic had been identified or suspected, but all required remedial actions (if needed) have been completed and have resulted in No Further Action (NFA) determinations. These areas are depicted in Figures 5-1, 5-2, and 5-3, and are identified in Table 5-3 of the attached EBST.

B. Petroleum Contamination

Several petroleum tanks and oil-water separators with petroleum contamination were identified or suspected within the Transfer Parcel, but all required remedial actions have been completed. The Florida Department of Environmental Protection (FDEP) has approved no further action (NFA) for these sites. These NFA petroleum sites, oil/water separators, and clean closures are identified in Table 5-4 of the attached EBST.

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C. Condition of Property Classifications

Each of the buildings/structures to be transferred and associated land areas was assigned one of the seven DoD Condition of Property Classifications described in Section 2.4 of the attached EBST. Those classifications are as follows:

Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications

Building No.	Description	EBST Rating
1	Public Works Center	3/Light Green
1A	Environmental Works	1/White
2	Resident Officer in Charge of Construction (ROICC) Field Office (BRAC Office)	1/White
4	Administrative Office Building (Northrop Grumman)	3/Light Green
5	Applied Instruction Building (National Guard)	1/White
7	Flammable and Hazardous Material Storage	3/Light Green
8	Administrative Office Personnel Support Department (PSD)	2/Blue
12	Operations Training Building – Fleet Aviation Specialized Operations (FASO) (US Army)	1/White
24	Naval Intelligence Service (NIS)/Child Development Center	1/White
24A	Toy Storage Building	1/White
26	Naval Aviation Engineering Service Unit (NAESU)	3/Light Green
30	Commissary	4/Dark Green
68	Supply Warehouse	2/Blue (Dark Green)
68A	Supply Warehouse	3/Light Green
68B	Supply Office	1/White
88	BEQ	3/Light Green
89	BEQ	1/White
90	BEQ	1/White
91	Mess Hall	3/Light Green
92	BEQ	1/White
93	BEQ	1/White
94	Bachelors Enlisted Quarters (BEQ)	4/Dark Green
95	BEQ	1/White
96	BEQ	1/White
97	BEQ	1/White
99	Housing Storage	1/White
103	Self Help Warehouse	1/White
105	Shop	1/White
107	Basketball Court/Playground	1/White
108	Grounds Maintenance Equipment Shed	1/White
109	Navy & Marine Relief Office	1/White
110	Lake Fretwell Boathouse	1/White
112	Lake Fretwell Restroom	1/White
113	Lake Fretwell Pavilion	1/White
114	Lake Fretwell Pavilion	1/White

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**Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
115	Lake Fretwell Pavilion	1/White
116	Lake Fretwell Ballfield	1/White
117	Recreation Pavilion	1/White
118	Thrift Shop	1/White
119	Lake Fretwell Ballfield	1/White
120	Self Help Administration Building	1/White
121	Lounge	1/White
122	Morale, Welfare, and Recreation Department (MWR) Project Office	1/White
123	Basketball Court/Track	1/White
124	Restroom Facility	1/White
128	Athletic Track	1/White
140	First Lieutenant's Administration Office	1/White
142	Family Housing	1/White
144	Family Housing	1/White
146	Tennis Court	1/White
149	Tennis Court	1/White
150	Tennis Court	1/White
151	Tennis Court	1/White
152	Tennis Court	1/White
153	Tennis Court	1/White
157	Tennis Court Pavilion	1/White
159	Softball Field	1/White
160	Softball Field	1/White
161	Football Field	1/White
162	South Softball Field	1/White
163	North Softball Field	1/White
173	Public Toilet	1/White
174	Pavilion	1/White
182	Storage Building	3/Light Green
186	Loading Ramp For Building 338	1/White
198	Aviation Physiology	2/Blue
200	Hobby Shop	2/Blue (Dark Green)
202	Gear Issue Building	1/White
203	Engine Overhaul Facility	2/Blue (Dark Green)
204	Base Legal	1/White
209	Basketball Court	1/White
210	Bus Stop	1/White
211	Quarters D	1/White
212	Quarters C	1/White
213	Quarters B	1/White
214	Quarters A	1/White

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**Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
215	Quarters E	1/White
217	Recreation Pavilion	1/White
217A	Restrooms For Recreational Area	1/White
220	ACE's Place	2/Blue (Dark Green)
221	Storage	1/White
256	Air Conditioning Unit (A/C) for Bachelor Officer's Quarters (BOQ)	1/White
274	Car Wash	1/White
277T	Skeet/Archery Range Trailer	1/White
279	Wading Pool	1/White
280	Bath House	1/White
281	Swimming Pool	1/White
282	Pool Pavilion	1/White
288	Emergency Management Training Building	3/Light Green
288A	Storage/Standby Building Generator (Demolished)	3/Light Green
288B	Operational Storage (Demolished)	1/White
296	Frequency Modulation (FM) Transmitter	1/White
298	Bus Shelter	1/White
299	Bus Stop	1/White
300	Bus Stop	1/White
327	Police Station	2/Blue
331	BOQ	1/White
332	Post Office	2/Blue
333	Library	3/Light Green
335	Hazardous Materials Warehouse	2/Blue
336	Truck Weighing Scale	2/Blue
338	Training Building	3/Light Green
340	Chief Petty Officer (C.P.O.) Club	1/White
345	Main Pool	1/White
346	Wading Pool	1/White
347	Patio Area	1/White
353	Bus Stop	1/White
354	Sentry House	1/White
355	A Avenue Gate House	1/White
357	Bus Stop	1/White
358	Water Tank (Fire Protection)	1/White
359	Water Tank (Fire Protection)	1/White
364LN2	Line Shack	1/White
364LN3	Line Shack	1/White
374	Family Housing Office	1/White
378	Family Housing Storage Shed	1/White
385	BEQ	3/Light Green
386	BEQ	3/Light Green

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**Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
387	BEQ	3/Light Green
393	Operational Storage	1/White
394	Operational Storage	1/White
395	Operational Storage	1/White
396	Operational Storage	1/White
399	Plane Marker	1/White
400-403 405-408	Housing: 400, 401, 403, 407, 408	1/White
	Housing: 402, 405, 406	2/Blue
409	Bus Stop	1/White
410	Basketball Court/Playground	1/White
411	Bus Stop	1/White
412-427, 429-441	Housing: 412-419, 421, 422, 424, 426, 427, 429, 430, 432, 433, 435, 436, 438, 439, 441	1/White
	Housing: 420, 423, 425, 431, 434, 437, 440	2/Blue
498	Gymnasium	1/White
558	Standby Generator Building	4/Dark Green
601	Explosive Ordnance Disposal (E.O.D.) Mobil Unit 6	1/White
602	Supply Building/NMCB 7	1/White
603	Flammable Storage (Demolished)	1/White
605	Marine Barracks	2/Blue (Dark Green)
606	Enlisted Dining Hall	1/White
607	YWWA Department Administration Building	2/Blue (Dark Green)
612	Guard House Post # 1 (Demolished)	1/White
615	Maintenance Building	2/Blue
616	Standby Generator Building	4/Dark Green
617	Bomb Dummy Unit/Aviation Weapons Support Equipment (BDU/AWSEP) Operations	4/Dark Green
618	Gasoline/Oil Storage for Grounds Maintenance	2/Blue
624	Test, Maintenance, & Repair (TMR)	3/Light Green
625	Paint Booth	3/Light Green
626	Weapons Maintenance-Special Weapons Shop	3/Light Green
627	Alert Force Building	1/White
629	Ammo Container Storage Building	1/White
630	Flammable Material Storage	2/Blue
632	Flammable Storage	4/Dark Green
635	Railroad Loading Dock	1/White
636	Transmitter Building	1/White

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**Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
637	Tear Gas Chamber	1/White
639	Standby Generator Building	2/Blue
640	Guard House Post # 2	1/White
650-670	High Explosive Magazines	1/White
701	Inert Storehouse (Demolished)	1/White
702	Playing Field (Abandoned)	1/White
703	Former Basketball Court	1/White
705	Storage Building (Part of PSC 43)	4/Dark Green
712	Former Small Arms Range	3/Light Green
715	Tennis Court	1/White
716	Volleyball Court	1/White
760-799	Weapons Magazines	1/White
800	Memorial Chapel	1/White
805	Recycling Center	3/Light Green
805A	Recycling Office Trailer & Storage Yard	3/Light Green
806	Storage Shed	1/White
808	Dispensary/Dental Clinic	1/White
821	Recreation Area Pavilion	1/White
832	Flight Simulator Training Building	3/Light Green
843	Storage Facility (Demolished)	1/White
845	Storage Shed	1/White
882	Chiller Building	3/Light Green
898	BEQ	3/Light Green
900	Northrop Grumman	3/Light Green
902	BEQ	1/White
903	BEQ	1/White
904	BEQ	1/White
905	Exchange Building	3/Light Green
907	Class VI Package Store	1/White
913	Ejection Seat Trainer Building	1/White
925	BEQ	3/Light Green
926	BEQ	1/White
927	BEQ	3/Light Green
928	Auto Vehicle Shop Building	3/Light Green
930	Open Storage Area (Part of PSC 12)	3/Light Green
948	Dog Kennel/Narcotics Team (NARC)	1/White
950	Traffic Safety Building	1/White
952	Bath House	1/White
956	Snack Bar/Recreation Building	1/White
960	Lake Newman Recreation Building	1/White
962	Military Affiliate Radio System (MARS)	1/White
993	McDonald's Restaurant	1/White

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**Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
1006-1018	Quarters F-Quarters R	Quarters L, M, P, R-1/White Quarters G, H, I, J, N, O, Q- 2/Blue Quarters F, K - 2/Blue (Dark Green)
1821	Applied Instruction Building	1/White
1822	F - 18 Simulator	1/White
4406A	Telephone Station	1/White
6001	Unnumbered Building	1/White
6002	Weather Shelter	1/White
N/A	Area South of Building 121	1/White
N/A	Fire Protection Storage Area	1/White
N/A	Ground Maintenance Area	1/White
N/A	Janitorial Service Area	1/White
N/A	Long-Term Secured Parking Area	1/White
N/A	MWR Boat Storage Building	1/White
N/A	Public Housing Storage Area	1/White
Main Base Open Area (MB) & Between Base Perimeter Survey (BBP)	Main Base and Between Base Perimeter Survey	1/White
Between Base Survey (BB1)	Open Area Bounded by Normandy Blvd., 103rd Street and Chaffee Road	3/Light Green
MB1	Area East of D Avenue	1/White
MB2	Area West of D Avenue	1/White
MB4	Fretwell Park	1/White
MB7	West Quadrant Area	3/Light Green
MB10	Area Surrounding Lake Fretwell	1/White & 3/Light Green
MB16	Area West of the POW/MIA Park	1/White
MB19	Base Building Core	1/White
MB20	Area with Privately Owned Housing Trailers	1/White
Yellow Water (YW) Weapons Complex (YWCX)	YW Weapons Complex	1/White
YW North Quadrant (YWN)	YW North Quadrant	1/White
YW Perimeter Survey (YWPER)	YW Perimeter Survey	1/White

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**Transfer Parcel - Buildings/Structures/Open Areas Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
YW Southeast Quadrant (YWSE)	YW Southeast Quadrant	1/White & 3/Light Green
YW Weapons Compound (YWWC)	YW Weapons Compound	1/White

Transfer Parcel - Utility Building Condition Classifications

Building No.	Description	EBST Rating
15	Wastewater Treatment Control Building	3/Light Green
16	Water Treatment Plant #1	2/Blue
16A	Water Tower	4/Dark Green
16B	Water Tower	4/Dark Green
16C	Water Tank	4/Dark Green
16D	Water Tank	4/Dark Green
16E	Water Treatment Plant #1 Supply Well	1/White
18LS	Lift Station	3/Light Green
67LS	Lift Station	1/White
112LS	Lift Station	1/White
141	Emergency Generator Station	1/White
147LS	Lift Station	1/White
148LS	Lift Station	1/White
199LS	Lift Station	1/White
222LS	Lift Station	3/Light Green
224LS	Lift Station	4/Dark Green
231	Emergency Generator Building for Building 224LS	1/White
270	Pump House	1/White
278	Pump House	1/White
290B	Pump House Building for Well #10	1/White
294	Transformer Substation	1/White
312LS	Lift Station	3/Light Green
323LS	Lift Station	1/White
327LS	Lift Station	1/White
337	Pump House	3/Light Green
340LS	Lift Station	1/White
343LS	Lift Station	1/White
352	Non-Potable Well	1/White
356	North Transformer Substation Pad	1/White
360PS	Water Pump Station	1/White

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**Transfer Parcel - Utility Building Condition Classifications
(Continued)**

Building No.	Description	EBST Rating
361	Water Treatment Plant No. 2	1/White
361A	Water Treatment Plant No. 2 Supply Well	1/White
362	Water Tank	3/Light Green
363	Water Tank/Pump	3/Light Green
364LS	Lift Station	3/Light Green
573	Non-Potable Well	1/White
584	Transformer Pad	3/Light Green
608LS	Lift Station	1/White
609	YWWA Water Treatment Plant	1/White
609A	YWWA Water Treatment Plant Supply Well	1/White
609B	YWWA Water Treatment Plant Supply Well	1/White
609C	YWWA Water Treatment Plant Supply Well	1/White
621LS	Lift Station	3/Light Green
631	Water Tank	4/Dark Green
711	Transformer Pad	1/White
802LS	Lift Station (Demolished)	3/Light Green
820LS	Lift Station	1/White
823LS	Lift Station	3/Light Green
825LS	Lift Station	3/Light Green
848	Well at GCA Hardstand	3/Light Green
854	Well Pump House	1/White
855	Water Pump House	1/White
859LS	Lift Station	1/White
860LS	Lift Station	3/Light Green
861	Water Tank	1/White
864LS	Lift Station	1/White
872	Emergency Generator Building for Building 802LS	2/Blue
1820LS	Lift Station	3/Light Green

D. Other Environmental Aspects

1. Ordnance Storage

Sixty-one buildings on the Transfer Parcels have historically stored ordnance. All ordnance and ordnance materials have been removed from the Transfer Parcel.

2. Asbestos-Containing Materials

Recent asbestos survey reports identified damaged and friable asbestos-containing materials (ACM) in Buildings 68, 338, 607, 626, 808, 832, 1821, and 1822. Abatement was recommended at these facilities. All abatement activities at these facilities have been completed. Additional surveys for damaged and friable ACM in the housing units were conducted and no damaged or friable ACM was detected.

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3. Lead-Based Paint

The buildings in the Transfer Parcel are not subject to Federal law governing lead-based paint (LBP) and LBP hazards in "target housing." The intended reuse of all housing units and dormitory style housing is for senior citizen retirement or assisted living and children less than 6 years of age will not be residing in the property; thus, it is not considered "target housing."

It is likely that all buildings on the Transfer Parcel constructed before 1978 were painted with LBP, and exposed metal components on any structure built before 1990 were painted with LBP primers. A Lead-Based Paint Hazards Advisory Statement, Attachment 1 to this FOST, will be provided to the transferee before transfer.

4. Polychlorinated Biphenyls (PCBs)

No PCB-contaminated electrical equipment is associated with the Transfer Parcel.

PCB contaminated soils were detected adjacent to Building 30. All necessary remedial actions have been completed.

5. Radon

The Transfer Parcel area housing has been surveyed for radon as a radon assessment was performed at NAS Cecil Field in 1989 at selected housing units in both the Yellow Water and Main Base housing developments. This assessment revealed no levels of radon exceeding the U.S.EPA action level of 4 pCi/l. This conclusion is in agreement with similar studies conducted in this geographic vicinity indicating that radon does not pose a threat in this area.

5.0 Requirements Applicable to Property Transfer

A. NEPA Compliance

In accordance with National Environmental Policy Act (NEPA) requirements, an Environmental Impact Statement (EIS) and Record of Decision (ROD) have been prepared and executed in connection with the planned disposal and reuse of NAS Cecil Field. The EIS was executed on 16 October, 1998 and the ROD was executed on 19 May 1999.

B. Hazardous Substance Notice

In accordance with Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the deed(s) transferring the Transfer Parcel shall provide notice via Appendix A to this FOST, as to those hazardous substances which it is known, based on a complete search of agency files, were stored for 1 year or more, released or disposed of on the Transfer Parcel, and all response actions taken to date to address such contamination. More detailed information concerning such actions is set forth in those documents that make up the Administrative Record for NAS Cecil Field.

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C. CERCLA Covenants

In accordance with CERCLA Section 120(h)(3)(A)(ii)(I), the deed(s) transferring the Transfer Parcel shall contain a covenant warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the property has been taken before the date of transfer.

In accordance with CERCLA Section 120(h)(3)(A)(ii)(II), the deed(s) transferring the Transfer Parcel shall contain a covenant warranting that any additional remedial action found to be necessary after the date of transfer shall be conducted by the United States.

In accordance with CERCLA Section 120(h)(4)(D)(i), the deed(s) transferring the Transfer Parcel shall contain a covenant warranting that any response action or corrective action found to be necessary after the date of sale or transfer shall be conducted by the United States (covenant for 1/White areas only).

D. CERCLA Access Clause

In accordance with CERCLA Section 120(h)(3)(A)(iii), the deed(s) transferring the Transfer Parcel shall contain a clause granting to the United States, its officers, agents, employees, contractors, and subcontractors the right to enter the transferred property in any case that remedial or corrective action is found to be necessary after the date of transfer. The right to enter to be set forth shall include the right to conduct tests, investigations, 5-year reviews, and surveys, including, where necessary, drilling, test pitting, boring, and other similar activities. Such right shall also include the right to construct, operate, maintain, or undertake any other response or remedial action as required or necessary including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The United States retains the authority to enter to conduct investigations on adjacent parcels as well as the parcel subject to the transfer. These access rights are in addition to those granted to Federal, state, and local authorities under appropriate and applicable environmental laws and regulations.

E. Land and/or Groundwater Use Restrictions

To protect human health and the environment, the following general land and/or groundwater use restrictions will be incorporated into the deed(s) and/or transfer agreement, which shall effect the transfer of the Transfer Parcel. These restrictions will also ensure that ongoing as well as necessary future environmental investigations and remedial activities at or adjacent to the Transfer Parcel will not be disrupted.

- Transferee, its successors, and its assigns will be prohibited from interfering with any environmental investigation or remedial activities to be undertaken by the Navy on or adjacent to the property to include, but not be limited to, the installation of groundwater monitoring or extraction wells.
- Transferee, its successors, and its assigns will be required to protect the integrity of any future site remediation system, and all existing or future groundwater monitoring or extraction wells to be installed by the Navy until such wells are no longer needed for environmental investigation or remediation purposes, as determined by the Navy in

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consultation with U.S.EPA and the Florida Department of Environmental Protection (FDEP).

F. Transferee Indemnification

The federal government shall hold harmless, defend, and indemnify the JEDC and any future successor, assignee, transferee, lender, or lessee of the Transfer Parcel from any suit, demand, cost or liability arising out of any claim for personal injury or property damage that may result from, or be predicated upon, the release or threatened release of any hazardous substance, pollutant, and/or petroleum or petroleum derivative contaminant resulting from Department of Defense activities on the property subject to the conditions specified in and to the extent authorized by Section 330 of Public Law 102-484 as amended by Public Law 103-160.

G. Environmental Compliance Agreements/Permits/Orders

Installation restoration activities onboard NAS Cecil Field have been and will continue to be conducted pursuant to the terms of a Federal Facility Agreement (FFA) executed between the Navy, U.S.EPA, and FDEP. The transfer of the Transfer Parcel shall be effected consistent with the requirements of that agreement as well as the Resource Conservation and Recovery Act (RCRA) hazardous waste storage permit for this same facility. No outstanding Federal or state environmental compliance orders pertain to the Transfer Parcel.

H. Notification to Regulatory Agencies/Public

In accordance with DoD guidance, U.S.EPA Region 4 and FDEP have been advised of the proposed transfer of the Transfer Parcel and copies of the EBST and Draft FOST were provided to those agencies for review. The EBST and Draft FOST were also made available for public review during a 30-day public comment period. A copy of the Notice of Public Comment Period is attached as Appendix J. All regulatory agency and public comments received were considered and incorporated as deemed appropriate. Any unresolved comments and the Navy's responses thereto are included in Appendix I to the EBST. Copies of all transfer documentation provided to the transferees will be made available to U.S.EPA and FDEP representatives on request after execution of the same.

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6.0 Suitability Determination

NOW THEREFORE, based on my review of the information contained in the attached EBST as well as the Reuse Plan for NAS Cecil Field, I have determined that the Transfer Parcel is presently suitable for deed transfer to the JDEC for the intended purposes subject to application of those specific land and groundwater use restrictions described above.

5/30/00

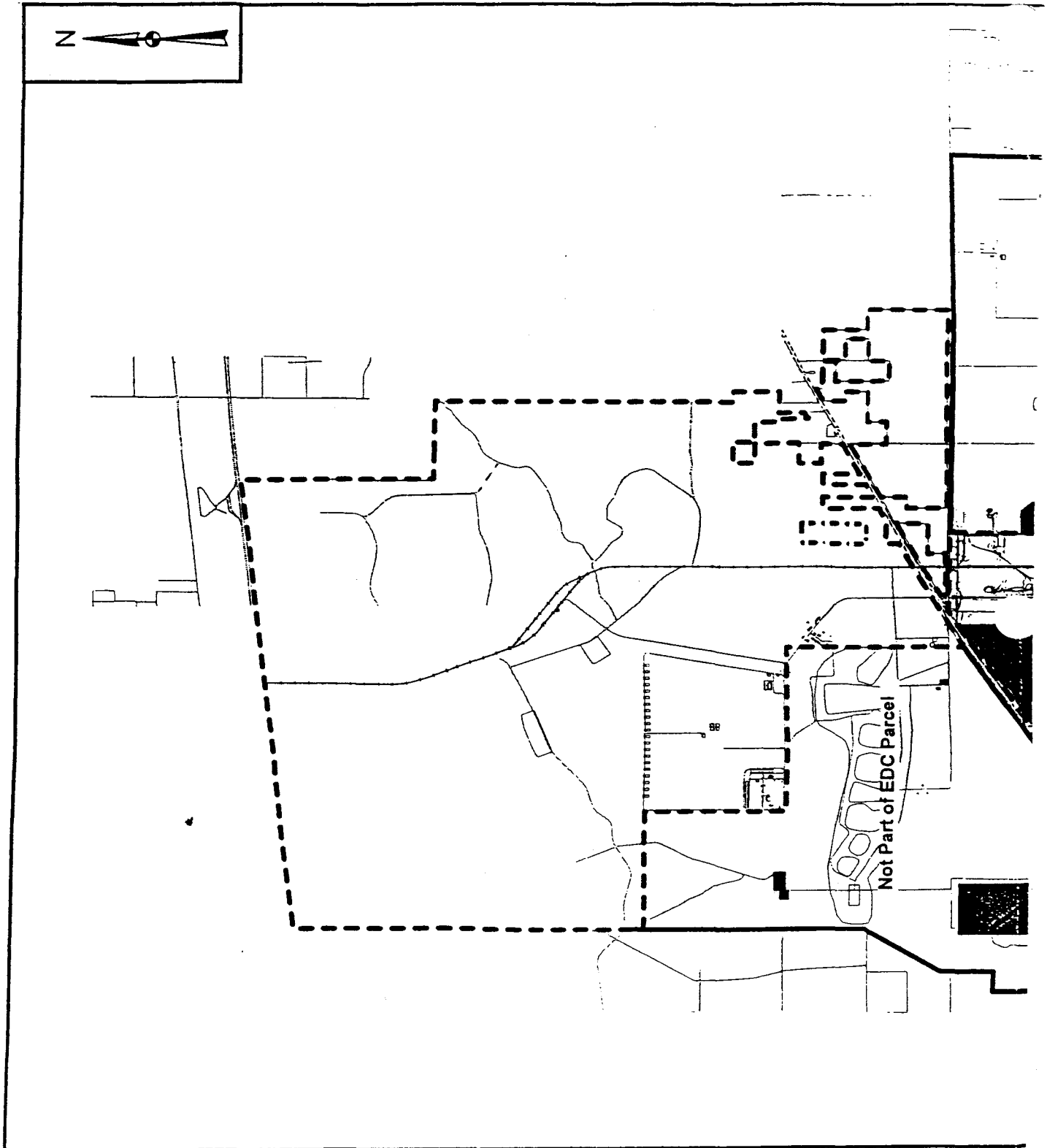
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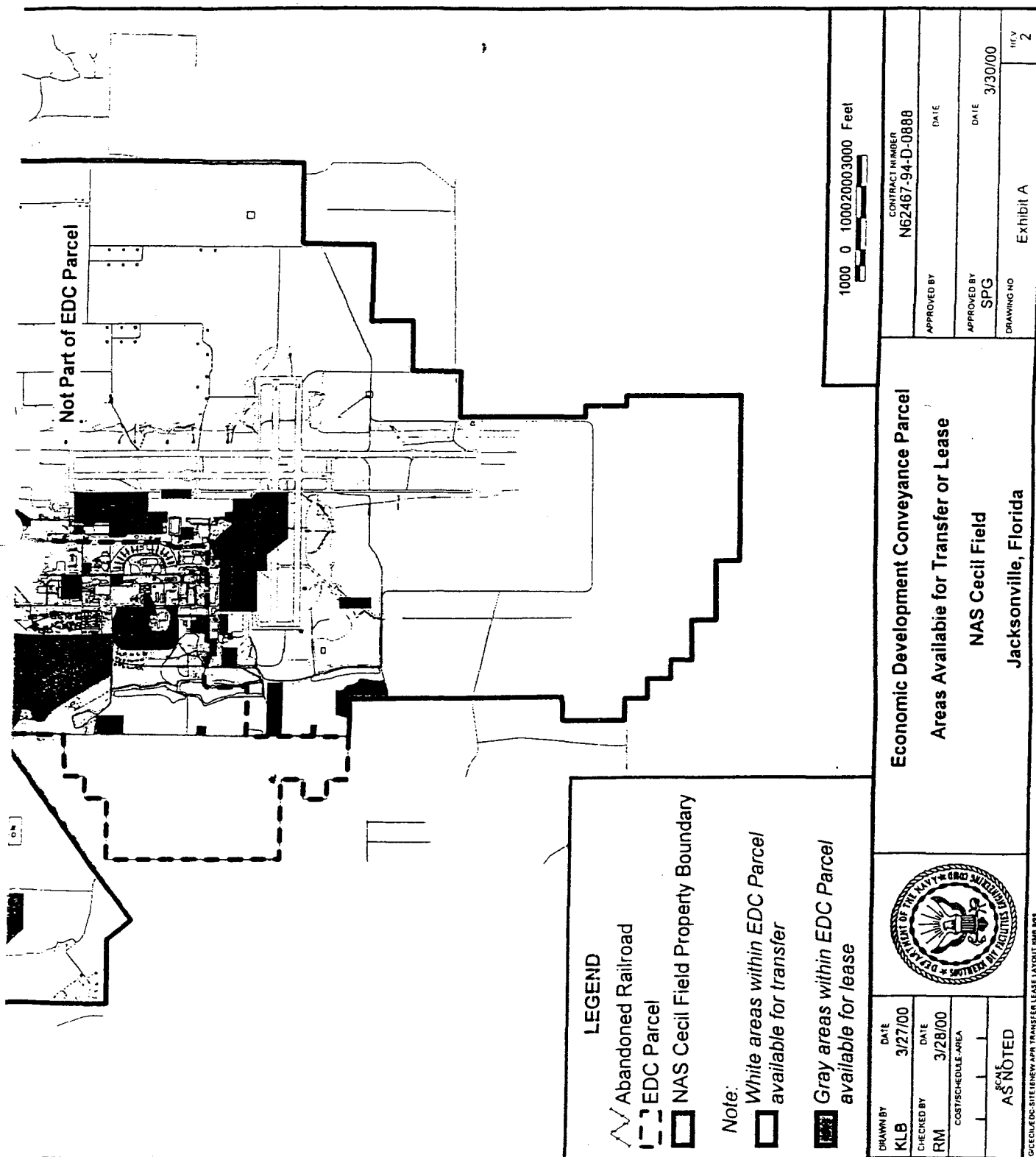


R.E. CELLON, CAPT, CEC, USN
Commander
Southern Division
Naval Facilities Engineering Command
North Charleston, SC

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ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA

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ATTACHMENT 1
LEAD-BASED PAINT HAZARD
DISCLOSURE AND ACKNOWLEDGMENT FORM
(RESIDENTIAL/NONRESIDENTIAL STRUCTURES)

LEAD WARNING STATEMENT

YOU ARE ADVISED THAT BUILDINGS CONSTRUCTED BEFORE 1978 MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE. YOU ARE FURTHER ADVISED THAT LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. WORKERS MAY ALSO SUFFER ADVERSE HEALTH EFFECTS FROM LEAD DUST OR FUME EXPOSURE

ACKNOWLEDGMENT

I acknowledge that:

- (1) I have read and understand the above stated Lead Warning Statement;
- (2) I have received from the Federal Government the following document(s):
Environmental Baseline Survey for Transfer, and Finding of Suitability to Transfer-Naval Air Station Cecil Field, Jacksonville, Florida – EDC Transfer Parcel representing the best information available to the Federal Government as to the presence of lead-based paint and lead-based paint hazards in the buildings covered by this Transfer;
- (3) I understand that my failure to inspect, or to become fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of any bid or offer made after its opening or tender; and
- (4) I understand that upon execution of this Transfer, I shall assume full responsibility for preventing future lead exposure by properly managing and maintaining or, as required by applicable Federal, state, or local laws or regulations, for abating any lead-based paint hazard that may pose a risk to human health.

Transferee (or duly authorized agent)

Date

**FINDING OF SUITABILITY TO TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

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APPENDIX A
HAZARDOUS SUBSTANCE NOTICE
ECONOMIC DEVELOPMENT CONVEYANCE TRANSFER PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA

The table below identifies those hazardous substances that it is known, based on search of agency files, were stored for 1 year or more, released or disposed of in reportable quantities on the Economic Development Conveyance (EDC) Transfer Parcel.

Location	Description	Substance	CAS Registry Number	Stored	Released/ Disposed (reportable quantities)	Quantity	Dates	Response Actions Taken
Site 14/ SWMU 14/ OU 5	Blue 5 Ordnance Disposal Area	Trinitrotoluene (TNT) Tetryl	118-96-7 479-45-8	No	Yes	Unknown	1967 to 1977	No contamination found exceeding clean-up criteria. No clean-up required.
AOI 26/ SWMU 26	Building 81 DDT Storage Area	DDT	50-29-3	Yes	Yes	Unknown	Unknown	No contamination found exceeding clean-up criteria. No clean-up required.
AOI 35/ SWMU 35	PCBs On Perimeter Road	PCBs	11104-28-2	No	Yes	Unknown	Unknown	No contamination found exceeding clean-up criteria. No clean-up required.
PSC 43/ SWMU 43	Building 617 Polycyclic Aromatic Hydrocarbons (PAHs)	Benzo(a) pyrene	50-32-8	No	Yes	Unknown	Unknown	No contamination found exceeding clean-up criteria. No clean-up required.
PSC 55/ SWMU 55	Recycling Center	Arsenic	7440-38-2	No	Yes	Unknown	Unknown	Soil removal completed to remove contaminated soils in excess of clean-up criteria.
Building 7	Flammable and Hazardous Material Storage	Sodium Sulfide Cyclohexylamine 20% Hydrochloric Acid Caustic Soda	1313-82-2 108-91-8 7647-01-0 1310-73-2	Yes	No	Unknown	1989 to 1999	No contamination found exceeding cleanup criteria. No clean-up required.
Building 16	Water Treatment Plant #1	Chlorine	7782-50-5	Yes	No	2,800 lb/year	1941 to 1999	N/A

Book 9784 Page 2105

Location	Description	Substance	CAS Registry Number	Stored	Released/Disposed (reportable quantities)	Quantity	Dates	Response Actions Taken
Building 108	Grounds Maintenance Equipment Shop	Fertilizer (arsenic)	7440-38-2	Yes	No	Unknown	1945 to 1999	N/A
Building 338	Training Building	1,1,1-Trichloroethane	71-55-6	Yes	No	Unknown	1959 to 1999	N/A
Building 609	YVWA Water Treatment Plant	Chlorine	7782-50-5	Yes	No	300 lbs/ year	1959 to 1999	N/A
Building 808	Dispensary/Dental Clinic	Cupric Sulfate Ferric Sub sulfate Methyl Salicylate Formaldehyde Potassium Hydroxide Acetic Acid Isopropyl Alcohol Acetone Methyl Alcohol Hydrogen Peroxide Carbon Dioxide Liquid Nitrogen Xylene Aluminum Oxide Ethanol Chlorine	7758-98-7 10028-22-5 119-36-8 50-00-0 1310-58-3 64-19-7 67-63-0 67-64-1 67-56-1 7722-84-1 124-38-9 7727-37-9 1330-20-7 1344-28-1 64-17-5 7782-50-5	Yes	No	Unknown	1976 to 1999	N/A
Building 882	Chiller Building	Sodium Nitrate Acrylamide Sulfuric Acid Hydrochloric Acid Sodium Hydroxide Nitrogen	7631-99-4 79-06-1 7664-93-9 7647-01-0 1310-73-2 7727-37-9	Yes	No	Unknown	1970 to 1999	N/A

Book 9784 Page 2106

**ENVIRONMENTAL BASELINE SURVEY FOR TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

4.0 ENVIRONMENTAL SETTING

4.1 PHYSIOGRAPHY

NAS Cecil Field lies within a physiographic feature called the Duval Uplands, a feature composed of various Pleistocene marine terraces (Scott, 1988). The Duval Uplands is an irregular flat plain and is composed mostly of the Wicomico marine terrace. Much of NAS Cecil Field is situated on remnants of the Wicomico marine terrace. The remainder of the facility (generally the more southern parts) is located on remnants of the Penholoway marine terrace (ABB-ES, 1994). The entire facility lies within the St. Johns River Basin at an elevation of approximately 83 feet above mean sea level, with minimal topographic relief. Surface water drainage, via drainage ditches, is to the southeast and southwest of the main base area and ultimately flows into Rowell Creek.

4.2 GEOLOGY

The youngest deposits in Duval County are Holocene and Pleistocene age sediments. These mainly unconsolidated sediments overlie the Hawthorn Formation. The Hawthorn Formation overlies the units comprising the Floridan aquifer system. The thickness of this unconsolidated material is extremely variable because the Hawthorn and Floridan aquifer units were eroded in past geological periods and because the Floridan aquifer units contain paleokarst collapses. Unconsolidated deposits consisting of sands and clayey sands were approximated at 20 to 40 feet thick at NAS Cecil Field (Geraghty & Miller, 1985; ABB-ES, 1994).

In the area of the subject parcel, the intermediate aquifer system or confining unit consists of sediment of the Miocene Hawthorn Group. In addition to its clay rich sediment, the Hawthorn Group includes near the top a locally continuous carbonate rich unit of dolostone or shell hash that forms the historical "rock aquifer" or "secondary artesian aquifer": a water-bearing unit is often used near the area of interest as a private drinking water source (Scott et al., 1991; ABB-ES, 1995).

Below the Hawthorn Group is a series of carbonate rich units that form the Floridan aquifer system. In the area of investigation, these units are (from oldest to youngest): the Oldsmar Formation, the Avon Park Formation, and the Ocala Limestone. The lower part of the Hawthorn Formation, which forms the intermediate aquifer and confining zone, unconformably overlies and confines the Floridan aquifer system.

4.3 HYDROGEOLOGY

Three water-bearing systems underlie NAS Cecil Field. According to the Florida hydrostratigraphic nomenclature, these units from shallowest to deepest are the surficial aquifer system, the intermediate aquifer system and confining unit, and the carbonate-rich Floridan aquifer system (ABB-ES, 1995).

**ENVIRONMENTAL BASELINE SURVEY FOR TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

Locally, the undifferentiated shallow marine sediment makes up the surficial aquifer. The sediment consists of mostly quartz sand with some clay and clayey sand. The rest of the surficial aquifer system is formed in the Pliocene-Pleistocene Nashua Formation (Scott et al., 1991). The Nashua Formation is a fossiliferous, variably calcareous, sometimes-clayey quartz sand. The fossil content is variable from a shelly sand to a shell hash, and the dominant fossils are mollusks (ABB-ES, 1995). The surficial aquifer system is under watertable conditions (unconfined) and consists of a very fine-grained quartz sand with up to 10 percent silts and clays. The unconsolidated sediments extend downward to the top of the clay confining unit, which separates the surficial aquifer system from the intermediate aquifer system (ABB-ES, 1995).

In Duval County, the intermediate aquifer system or confining unit consists of sediments assigned to the Miocene Hawthorn Group. In addition to its clay rich sediments, the Hawthorn includes near its top a locally continuous carbonate rich unit of dolomite with significant secondary (e.g., fractures) porosity (pore space or void volume ratio), possibly including shell hash or sand bodies. This carbonate-rich unit forms the historical "rock aquifer" or "secondary artesian aquifer," a water-bearing unit widely used in this region as a private drinking water source. In the NAS Cecil Field area, the unit is approximately 20 to 25 feet thick and occurs at a depth of 60 to 120 feet below land surface (bls). The top of this unit is irregular and may represent an erosional unconformity. The total thickness of the entire Hawthorn Group (including the underlying clayey confining beds) exceeds 300 feet in this area (Scott et al., 1991; ABB-ES, 1995).

The Floridan aquifer system is the principal source of groundwater derived for public drinking water in most of northern peninsular Florida. At NAS Cecil Field, at least nine potable water supply wells (these are Navy wells and are not connected to the public water supply system) and an irrigation well are producing water from this aquifer system. In the area of investigation, the system comprises (from oldest to youngest) the Oldsmar Formation, the Avon Park Formation, and the Ocala Limestone. The Hawthorn Group, which forms a confining zone, unconformably overlies the Floridan aquifer system. Geraghty & Miller (1985) report that the transmissivity of the Floridan aquifer a few miles east of the base is 25,400 square feet per day (ft^2/day). Leve (1966) and Geraghty & Miller (1985) report that groundwater within the Floridan aquifer flows east-northeast in the vicinity of NAS Cecil Field (ABB-ES, 1995).

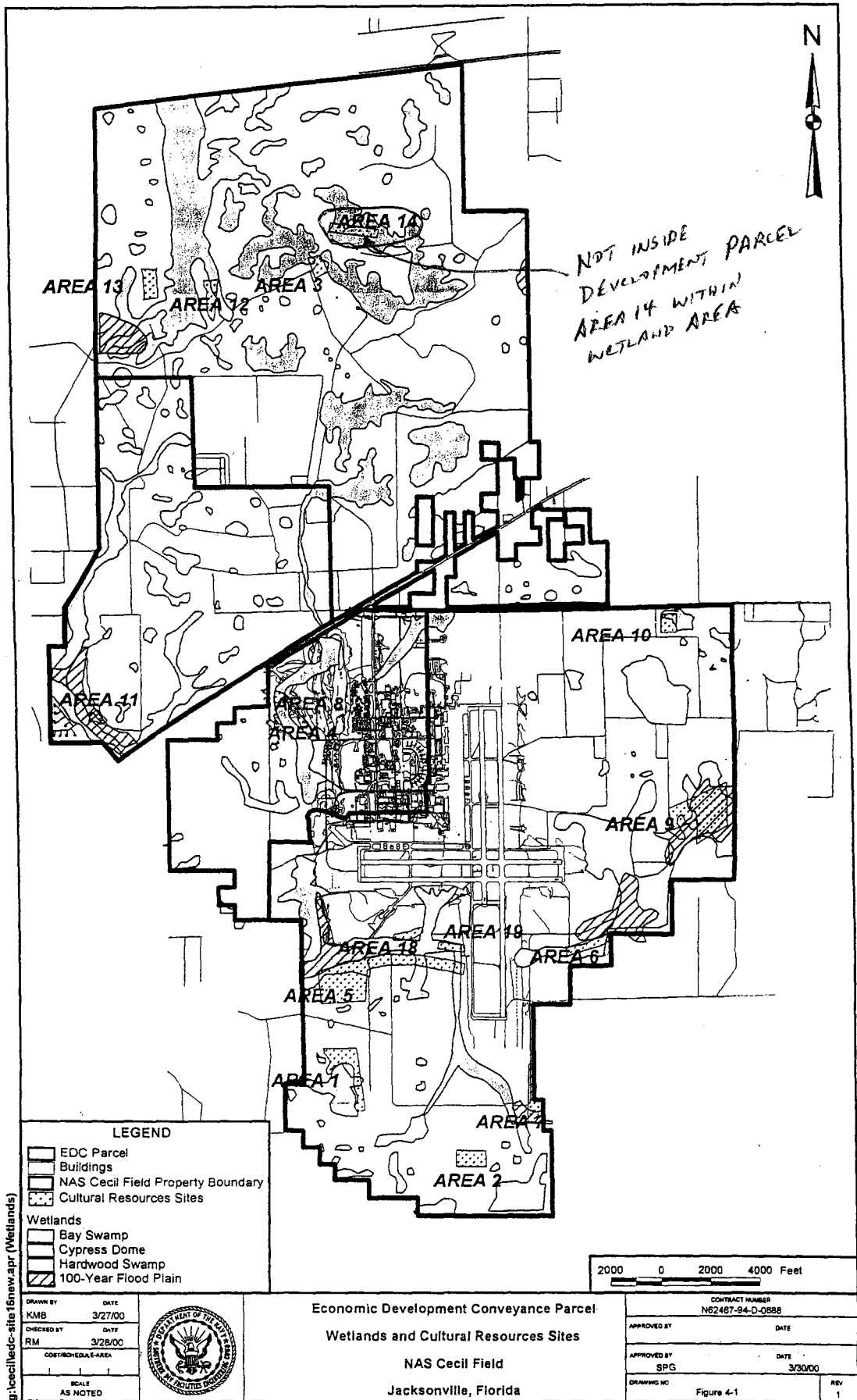
4.4 ECOLOGICAL RESOURCES

A significant environmental factor concerning development at NAS Cecil Field is the effective delineation and presence of wetlands. A wetland survey was completed by the Navy for the Cecil Field Master Plan (SOUTHNAVFAC, 1988) and numerous wetlands were identified within the subject property as shown on Figure 3-3 of the 1994 Basewide EBS. Numerous threatened and endangered species were identified in the 1994 EBS for NAS Cecil Field (ABB-ES, 1994). Habitats for these species, such as wetlands, are located within the subject property in several areas, with large areas of wetlands concentrated in the northern and western portions of the subject property (as depicted on Figure 4-1). Proper precautions should be taken to avoid disturbance of these habitats while conducting any activities on the subject property.

**ENVIRONMENTAL BASELINE SURVEY FOR TRANSFER
ECONOMIC DEVELOPMENT CONVEYANCE PARCEL
NAS CECIL FIELD, JACKSONVILLE, FLORIDA**

4.5 HISTORICAL AND CULTURAL RESOURCES

Archaeological studies were undertaken at NAS Cecil Field in 1984 and 1985. Several potential sites exist along lakes and creek beds; however, these are situated in remote areas (SOUTHNAVFAC, 1988). According to the 1994 Basewide EBS, a review of the State Historical Preservation Office (SHPO) map for NAS Cecil Field revealed that areas of concern exist within the subject property (ABB-ES, 1994). An additional historical and cultural resources survey was conducted in 1995 at NAS Cecil Field (SOUTHNAVFAC, 1996). This study indicated six areas of concern within the subject property. These potential archaeological sites were given area numbers in the 1995 survey. The locations of these sites with their 1995 survey designations are depicted on Figure 4-1. Cultural resources information depicted on Figure 4-1 was extracted from the 1994 EBS and the SHPO map. Further investigation will further define the extent and significance of these potential archeological sites. Proper precautions should be taken to survey these resources before any subsurface work in the vicinity of these potential archaeological sites.



b:\cecil\edc-site\15new.apr (Wetlands)



ENVIRONMENTAL RESOURCE



SOLUTIONS, INCORPORATED

12 May 2000

Mr. Stephen J. Stewart, RLA
Bessent Hammock & Ruckman, Inc.
1900 Corporate Square Boulevard
Jacksonville, Florida 32216

**RE: Cecil Field, 500-Acre± Yellow Water Area Site
Gopher Tortoise Survey
ERS Job No. 00107**

Dear Mr. Stewart:

Environmental Resource Solutions, Inc. (ERS) on 5 and 9 May 2000 conducted a preliminary wildlife survey on the site referenced above and indicated on Exhibits 1-3. Our task included investigating the 500-acre area to determine whether gopher tortoise (*Gopherus polyphemus*) are present. The tortoise is listed by the Florida Fish and Wildlife Conservation Commission (FFWCC) as a species of special concern and accordingly is afforded a high level of regulatory protection. More specifically, the purpose of the survey was to gain information about the (a) location and extent of tortoise occupied habitat, if any, (b) density of tortoises in occupied areas, and (c) current relevancy of the on-site area mapped as suitable gopher tortoise habitat in the 1998 Final Environmental Impact Statement (EIS), see Exhibit 3.

The gopher tortoise is primarily associated with dry, well-drained upland communities, particularly sand ridges, throughout its range. Flora characteristically occurring in gopher tortoise habitat includes wire grass (*Aristida stricta*), turkey oak (*Quercus laevis*), long-leaf (*Pinus palustris*), saw palmetto (*Serenoa repens*), live oak (*Quercus virginiana*) and other species indicative of relatively low water table, "xeric" conditions. The tortoises excavate burrows which are characteristically half moon shaped, i.e., flat on the bottom and semi-circular on top.

Our survey consisted of both pedestrian and vehicular components. Eight areas representative of the entire site were examined specifically for gopher tortoise burrows and more than four miles of existing trails were driven to ascertain if "xeric" habitat occurs on the site. Dominant vegetation observed in each of the eight pedestrian transects is listed in Table 1.

The species assemblages within the plant communities comprising the entire site are indicative of rainy season water tables above, at or within 1'-2' of the ground surface. Hydrologically, the communities therefore range from hydric to mesic. Tortoises, as a rule, do not reside in hydric communities. Tortoise occurrence in mesic communities is rare, and is often limited to instances where a tortoise sub-population occurs in a xeric community and one or more tortoises range into the marginal habitat of an adjoining mesic community.

Mr. Stephen Stewart, RLA
12 May 2000
Page 2

Table 1. Dominant vegetation observed in eight pedestrian transects within the 500-acre parcel. I, II, III, etc. are the transect numbers indicated on Exhibit 3.

	I	II	III	IV	V	VI	VII	VIII
Red maple (<i>Acer rubrum</i>)		X				X		X
Gallberry (<i>Ilex glabra</i>)	X	X	X	X	X	X		X
Saw palmetto (<i>Serenoa repens</i>)		X	X	X	X	X	X	X
Cinnamon fern (<i>Osmunda cinnamomea</i>)		X						
Sweet gallberry (<i>Ilex coriacea</i>)		X						
Swamp bay (<i>Persea palustris</i>)		X						
Blackberry (<i>Rubus</i> sp.)			X				X	
Dwarf blueberry (<i>Vaccinium myrsinites</i>)	X		X					
Runner oak (<i>Quercus pumila</i>)			X					
Slash pine (<i>Pinus elliotii</i>)			X			X		X
Wire grass (<i>Aristida stricta</i>)			X					
Dog Fennel (<i>Eupatorium</i> sp.)	X			X	X			
Black stem chain fern (<i>Woodwardia virginiana</i>)				X			X	
Bracken fern (<i>Pteridium aquilinum</i>)		X		X			X	
Wax myrtle (<i>Myrica cerifera</i>)	X			X				
St. Johns wort (<i>Hypericum</i> spp.)	X			X	X	X	X	
Myrtle leaf holly (<i>Ilex myrtifolia</i>)	X				X	X		X
Juncus (<i>Juncus</i> spp.)	X				X		X	
Blue maidencane (<i>Amphicarpum muhlenbergianum</i>)	X					X		
Huckleberry (<i>Gaylussacia</i> sp.)								X
Broom sedge (<i>Andropogon</i> spp.)	X							X
High bush blueberry (<i>Vaccinium corymbosum</i>)								X
<i>Polygala lutea</i>	X						X	
Parrot feather (<i>Proserpinaca pectinata</i>)							X	
Colic root (<i>Aletris</i> sp.)							X	

Mr. Stephen Stewart, RLA
12 May 2000
Page 3

The USDA Natural Resources Conservation Services 1998 *Soil Survey of City of Jacksonville, Duval County, Florida* also indicates that the seasonally high water table for all of the on-site soils is no more than 1.5' below the ground surface. The *Soil Survey* lists all of the on-site soils as poorly drained.

Thus, the seasonally high water table conditions outlined in the *Soil Survey* and evidenced by on-site flora suggest that no part of the subject 500 acres is suitable as gopher tortoise habitat. The "negative" data collected during our pedestrian survey corroborates tortoise nonoccurrence.

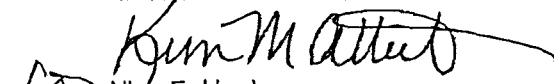
Pedestrian transect VII was purposefully sited in an area designated by the 1998 Final EIS as suitable gopher tortoise habitat. No tortoises or their burrows were observed while walking the transect. Further, the vegetative community is indicative of relatively high water table conditions which inhibit if not preclude tortoise occurrence.

In conclusion, no tortoise, tortoise burrows or any tortoise sign were observed during two site inspections. Vegetative communities are not conducive to tortoise occurrence. The potential for future tortoise residence is extremely low, perhaps nil.

Thank you for calling upon ERS to assist in evaluating the 500-acre parcel. Please call us if you have any questions/comments.

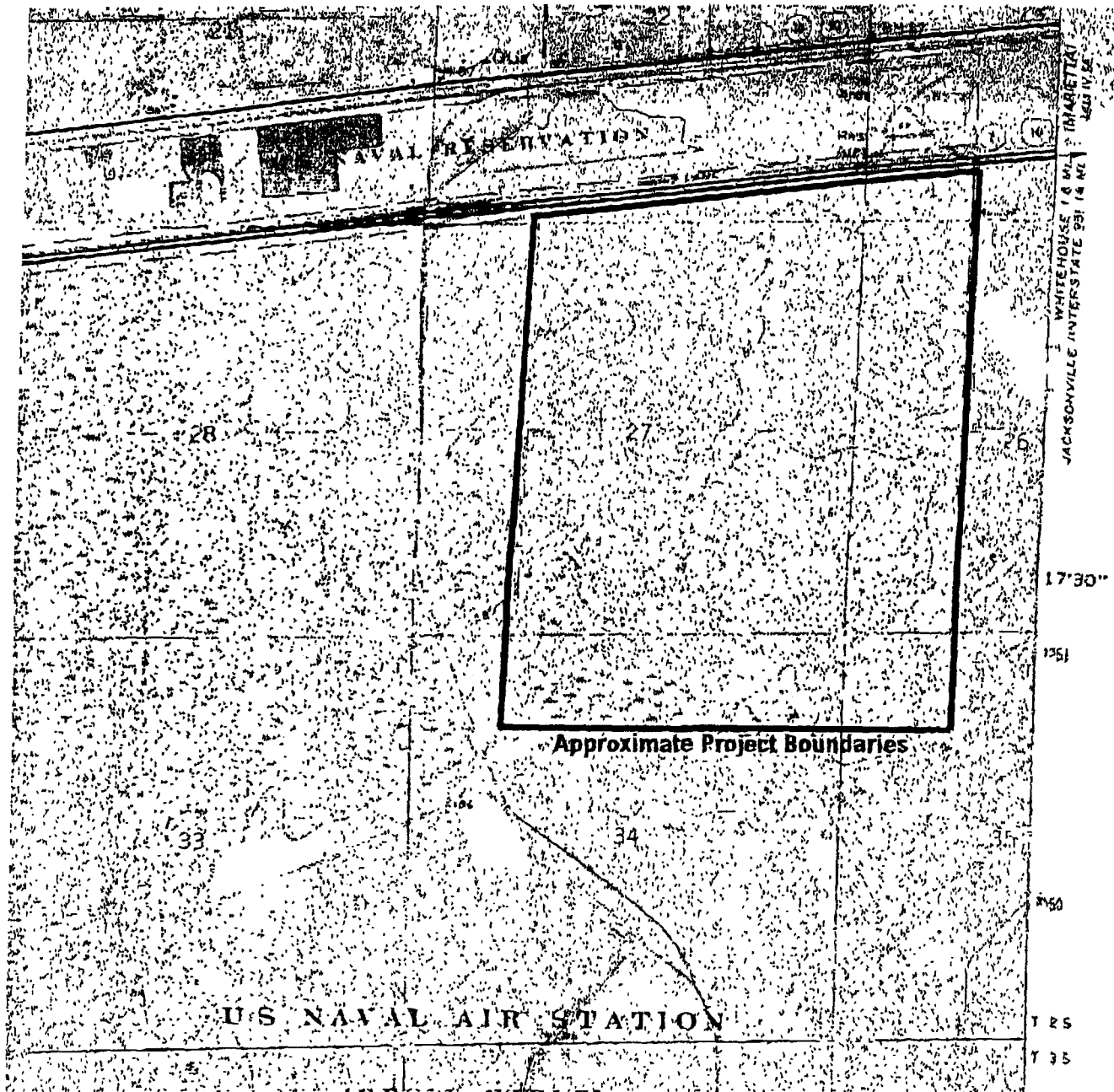
Sincerely,

ENVIRONMENTAL RESOURCE SOLUTIONS, INC.


Allan F. Hooker
Vice President

Enclosures: Exhibits 1-3

(AFH/pp/00107/tortoises/survey)



Sections: 26, 27, 34 and 35

Township: 2 South

Range: 24 East

Lat: 30° 17' 44"

Lon: 81° 53' 15"

0' 2000'

Scale: 1"=2000'



Environmental
Resource
Solutions Inc.
1648 The Greens Way, Suite 3
Jacksonville Beach, FL 32250

Cecil Field 500-Acre +/- Yellow Water Area Site Vicinity Map

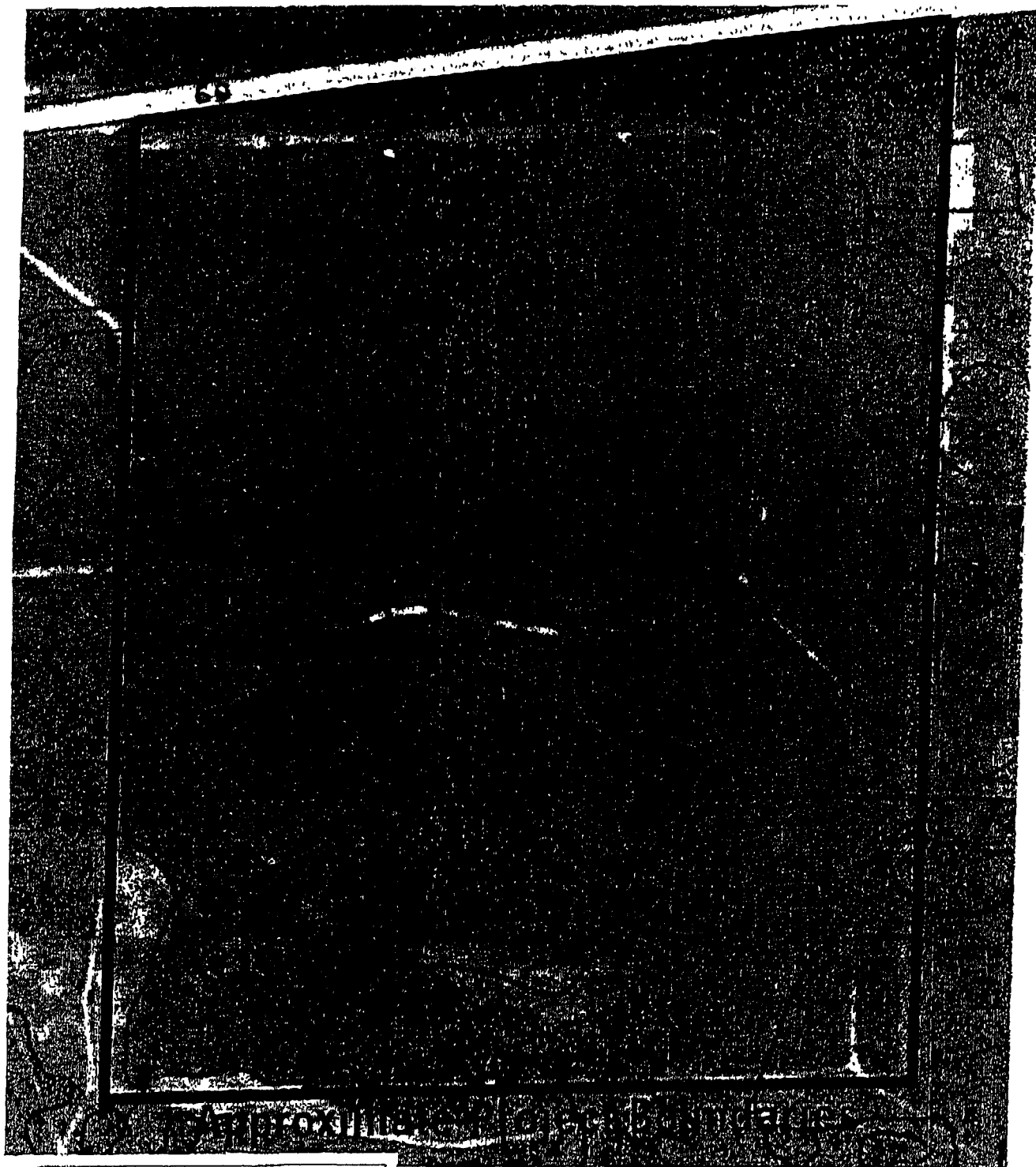
Source: Baldwin, FL USGS 7.5'
Topographic Quadrangle

File: D0107\mds.dwg

Project No.: 00107

Date: 5-11-00 Rev.:

By: JAM Exhibit No. 1 on File 1

**SOILS LEGEND**

- 12 Blanton fine sand, 0 to 8 percent slopes
- 14 Boulogne fine sand, 0 to 2 percent slopes
- 22 Evergreen-Wasconnett complex, depressional, 0 to 2 percent slopes
- 32 Leon fine sand, 0 to 2 percent slopes
- 35 Lynn Haven fine sand, 0 to 2 percent slopes
- 56 Pottsburg fine sand, 0 to 2 percent slopes
- 66 Surrency loamy fine sand, depressional, 0 to 2 percent slopes



0' 1000'

Scale: 1"=1000'



**Environmental
Resource
Solutions Inc.**
1648 The Creeks Way, Suite 3
Jacksonville Beach, FL 32250

Cecil Field 500-Acre +/- Yellow Water Area Site Soils Map

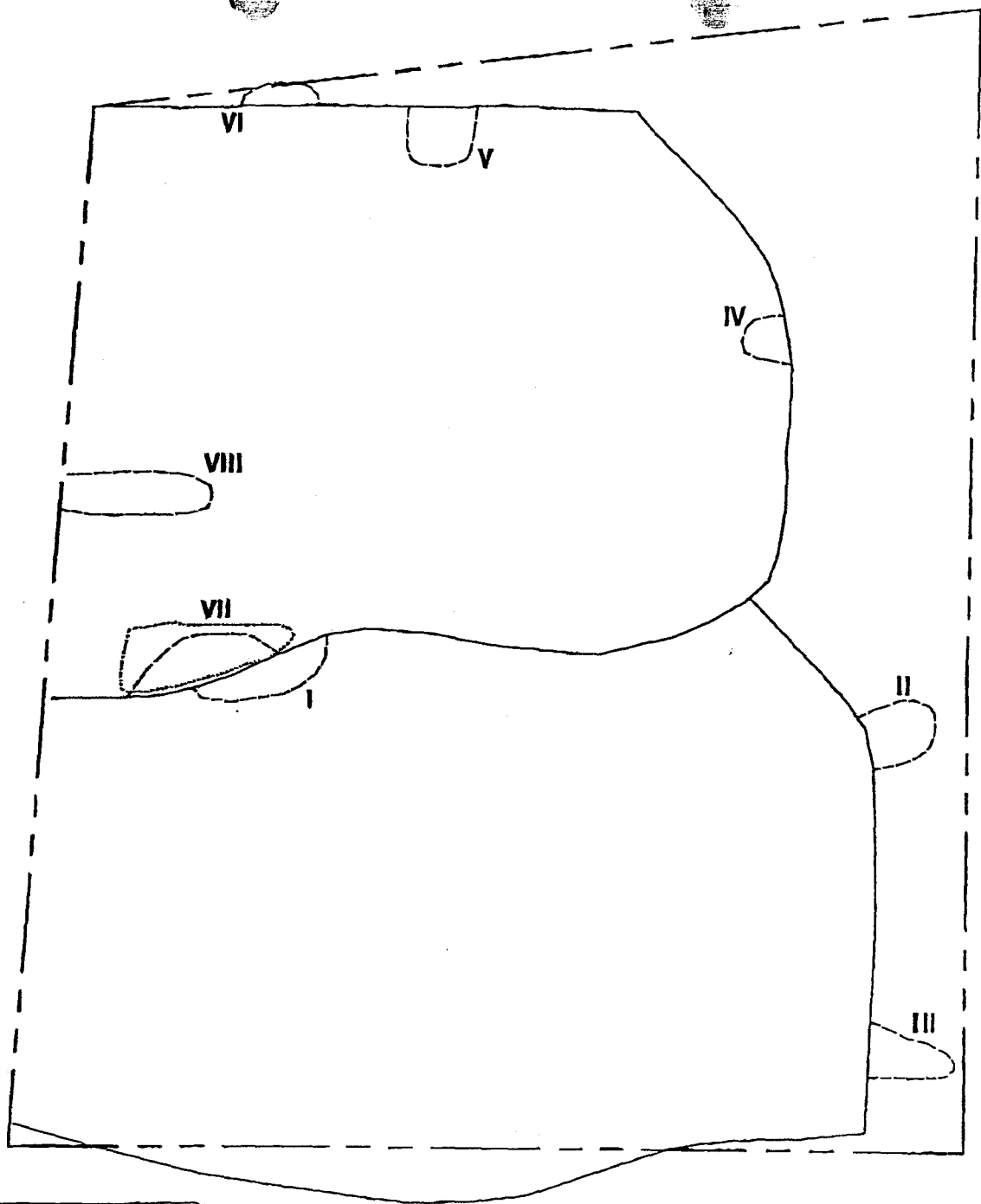
Source: NRCS Soil Survey of
Duval County, Florida

File: 00107smds.dwg

Project No.: 00107

Date: 5-11-00 Rev.:

By: JAM Exhibit No. 2
on File

**LEGEND**

Vehicular Survey Route

Pedestrian Survey Route

Suitable Tortoise Habitat
Boundary (Identified in 1998
Final EIS)

I, II, III, etc. Pedestrian Transect Number



Scale: N.T.S.



Environmental
Resource
Solutions Inc.
1548 The Greens Way, Suite 3
Jacksonville Beach, FL 32250

Cecil Field 500-Acre +/- Yellow Water Area Site Transect Map

Source:

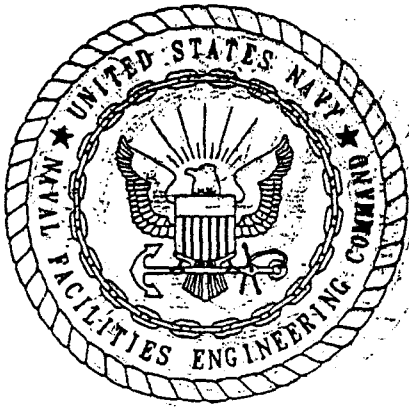
File: 00107tm.dwg

Project No.: 00107

Date: 5-11-00 Rev.:

By: JAM Exhibit No.: 3

On File

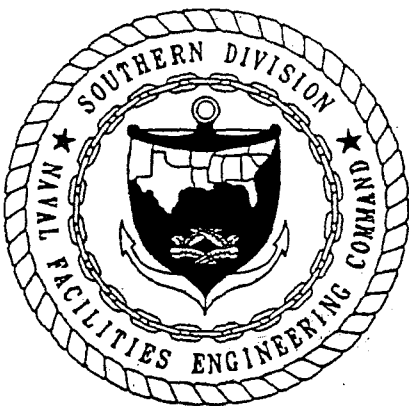


**BASE REALIGNMENT AND CLOSURE
ENVIRONMENTAL BASELINE SURVEY REPORT**

**NAVAL AIR STATION CECIL FIELD
JACKSONVILLE, FLORIDA**

**UNIT IDENTIFICATION CODE: N60200
CLEAN, DISTRICT I
CONTRACT NO. N62467-89-D-0317**

NOVEMBER 1994



**SOUTHERN DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
NORTH CHARLESTON, SOUTH CAROLINA
29419-9010**

**BASE REALIGNMENT AND CLOSURE
ENVIRONMENTAL BASELINE SURVEY REPORT**

**NAVAL AIR STATION CECIL FIELD
JACKSONVILLE, FLORIDA**

**Unit Identification Code: N60200
Contract No. N62467-89-D-0317**

Prepared by:

**ABB Environmental Services, Inc.
2590 Executive Center Circle, East
Tallahassee, Florida 32301**


Prepared for:

**Department of the Navy, Southern Division
Naval Facilities Engineering Command
2155 Eagle Drive
North Charleston, South Carolina 29419-9010**


Steve Wilson, Code 18B9, BRAC Environmental Coordinator

November 1994

Seventy-one of the approximate 122 housing units on base, or roughly 60 percent, were tested for radon. The results of the testing indicated that no radon levels above the USEPA criteria were present at NAS Cecil Field. The highest radon gas level in the survey was 1.0 pCi/l (one result). All of the other test results were less than 1.0 pCi/l, and approximately half of the samples (34 results) were below the analytical detection limit of 0.5 pCi/l. The findings of radon testing at NAS Cecil Field support the conclusion that no radon gas hazards are associated with the facility, and unless USEPA lowers the current action level criteria based on additional health studies, no mitigation program for radon is necessary.

3.2.17 Groundwater NAS Cecil Field is underlain by two aquifers, the shallow aquifer system and the Floridan aquifer system. These two aquifers are the primary source of potable water in the Jacksonville area. 

The shallow aquifer serves as a potential supplemental source of potable water, complementing the deeper Floridan aquifer. Water from this aquifer is used primarily for domestic purposes. However, industrial, commercial, and agricultural uses are also prevalent. The water is used by residences to supply water for swimming pools and to irrigate lawns. Water is also used industrially for heat exchange units in air conditioning systems. Small commercial users include laundries, fishing camps, and service stations. Agriculturally, the aquifer system is used as a water supply for nurseries, dairy farms, and other types of livestock (Harding Lawson Associates, 1988).

The Floridan aquifer system is the principal source of freshwater for NAS Cecil Field and the Jacksonville, Florida, area. Population growth and industrial expansion have caused the potentiometric surface of this aquifer to decline in recent years. The regional groundwater flow direction is eastward (Harding Lawson Associates, 1988). 

Several studies addressing potential groundwater contamination at NAS Cecil Field have been performed. These studies include an IAS, quarterly monitoring at two areas of the base, a RCRA Facilities Investigation, a shallow groundwater investigation, several CAs, and several ongoing remedial investigations (RIs) of operable units identified as part of the IR program. Descriptions of these studies and their conclusions, where available, are described below.

In March 1984, six groundwater monitoring wells were installed in the vicinity of the grease pits to the west of Lake Fretwell and the inactive landfill south of Lake Fretwell. Three wells were installed downgradient of the grease pits, two wells were installed downgradient of the landfill, and one upgradient well monitored both areas. These wells were sampled quarterly for 1 year (April 1984 through February 1985). The study concluded that the grease pits (IR Site 4) and landfill (IR Sites 1 and 2) had minimal impact on the shallow and deeper groundwater systems. The study also recommended that the Navy request an exemption from future monitoring at these sites from FDEP. Additionally, data collected during quarterly monitoring indicated that groundwater from these disposal areas flows east into Rowell Creek at an estimated velocity of 100 to 200 feet per year (Geraghty & Miller, 1985).

In July 1985 an IAS of NAS Cecil Field (Envirodyne Engineers, Inc., 1985) was submitted to the NACIP Department. This study identified 18 potentially

contaminated sites at the base. Further study to verify the presence or absence of hazardous constituents was recommended at 10 of these 18 sites.

An RCRA Facility Investigation (RFI) report was submitted to SOUTHNAVFACENGCOM on March 17, 1988 (Harding Lawson Associates, 1988). Groundwater monitoring was performed at 9 of the 10 sites identified during the IAS, and at 4 additional sites that were identified in regulatory comments during the investigation. Further investigation and monitoring was recommended for all 13 sites evaluated with the exception of Site 17 (oil and sludge disposal pit southwest). Additionally, corrective actions were recommended for 8 of the 12 sites that exhibited hazardous constituents in groundwater.

A shallow groundwater investigation was performed at NAS Cecil Field in October 1991. The investigation identified VOC contamination in shallow groundwater at Sites 3, 4, 5, 16, and 17 at NAS Cecil Field. Trichloroethane and trichloroethene were also detected in groundwater at several sites (Tracer Research Corporation, 1991).

CAs have been completed at six sites at NAS Cecil Field under the State UST program. These sites include the Transportation Motor Pool (Facility 80), Truck Stand (Facility 372), Day Tank 1 (Facility 293), the Jet Engine Test Cell (Facilities 811, 339, and 334), the North Fuel Farm (Facility 76), and the South Fuel Farm (Facility 43).

Groundwater contaminants identified at Facility 372 included ethylbenzene, toluene, xylenes, naphthalene, 1-methylnaphthalene, and 2-methylnaphthalene. The CAR recommended that an RAP be prepared to address the contamination (ABB-ES, 1992d).

The CA at Facility 293 identified benzene, VOCs, total naphthalenes, and total recoverable petroleum hydrocarbons (TRPH) at concentrations in excess of State regulatory standards. Free product was also detected in several wells. The CAR concluded that the contaminant plume extended from the area surrounding Day Tank 1 to the southeast (beneath the flightline). The report recommended that remedial action to remove free product from beneath the site be initiated and that an RAP be prepared.

The CA at Facility 76 identified free product in 7 of the 28 monitoring wells related to the site. Maximum concentrations of total VOCs, benzene, and total naphthalenes exceeded FDEP regulatory standards in water quality samples collected from wells not containing free product. The CAR concluded that the contaminant plume had not migrated from Navy property, and recommended that an RAP be prepared to address petroleum contamination at the site (ABB Environmental Services, 1992).

Parameters identified in excess of State regulatory standards during the CA at Facility 43 included total VOCs, total naphthalenes, TRPH, lead, and 1,2-dichloroethene. Additionally, free product was present in several wells at the site. The report recommended that an RAP be prepared (ABB-ES, 1992e).

Groundwater monitoring has also been performed as part of CAs at two aircraft crash sites, the S-3 Crash Site and the Helicopter Crash Site. Descriptions of these investigations and their conclusions are described below.

At the S-3 Crash Site, one temporary monitoring well was installed in the central part of the primary impact area. Lead was the only constituent that was found to be above Florida groundwater guidance criteria at this site. The report surmised that the majority of the petroleum hydrocarbon that had impacted the site from the crash incident had been remediated through naturally occurring processes (Environmental Science & Engineering [ES&E], 1994a; 1994b).

Three temporary monitoring wells were installed during the CA for the Helicopter Crash Site. Florida groundwater guidance values were exceeded for total volatile organic analytes (VOA) in one well and for total polynuclear aromatic hydrocarbons (PAH) in another. The CAR recommended that a complete CA be performed to adequately define the vertical and horizontal extent of groundwater contamination (Environmental Science & Engineering, 1994b). This site, however, is located within the groundwater plume at IR Site 3.

3.3 NATURAL AND CULTURAL RESOURCES Natural and cultural resources at NAS Cecil Field have been divided into three subsections. These resources, including wetlands, vegetation and wildlife, and archaeological concerns, are described below.

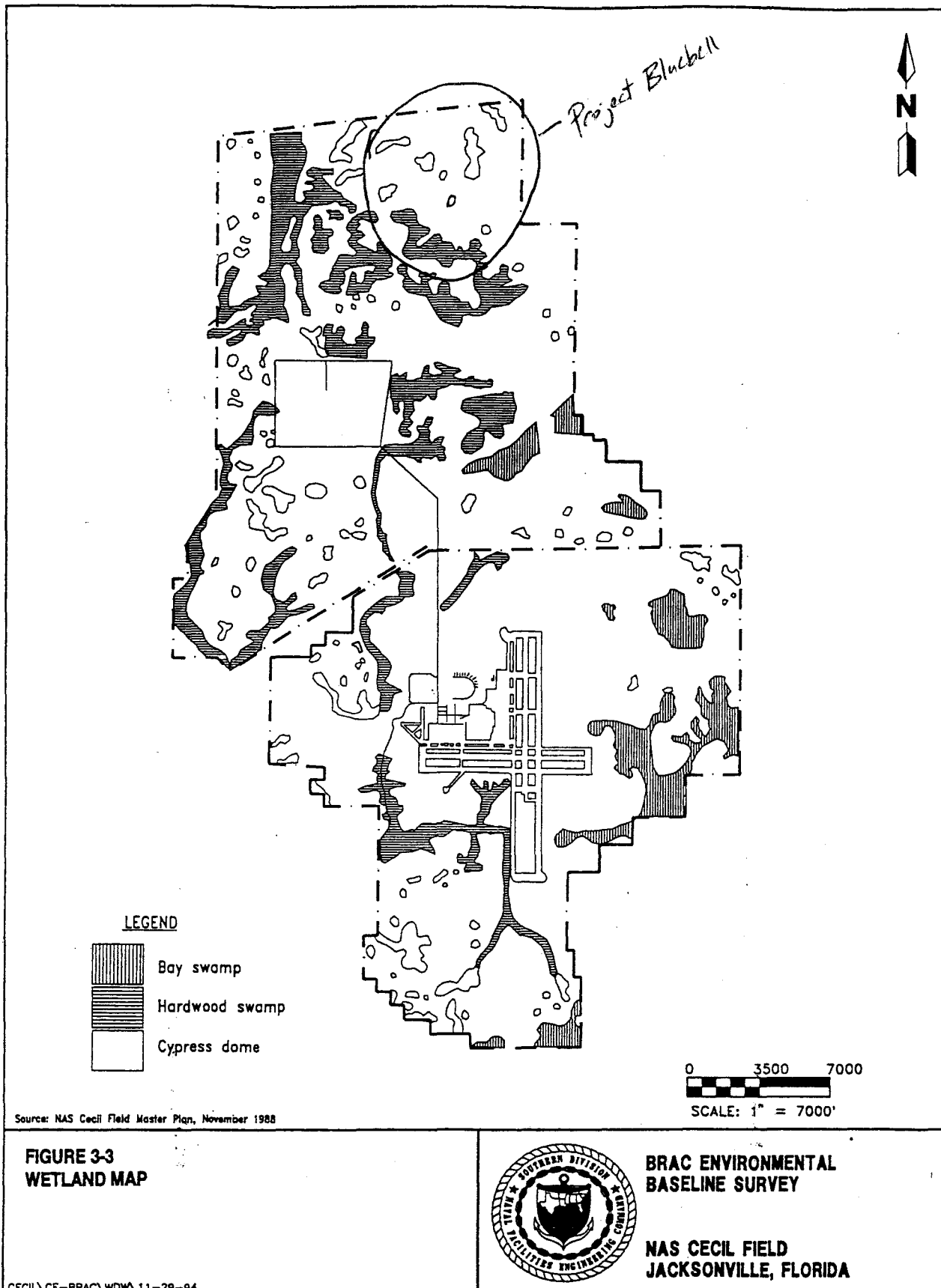
3.3.1 Wetlands A significant environmental factor concerning development at NAS Cecil Field is the effective delineation and presence of wetlands. With the recent onset of rapid development statewide, regulatory agencies are becoming more stringent regarding the preservation of critical habitats for flora and fauna. Wetland identification and preservation is at the forefront of this effort. A wetland is defined as a parcel where hydric saturation is the dominant factor in determining soil development and the types of plant and animal communities living in the area (SOUTHNAVFACENGCOM, 1988).

Wetlands at NAS Cecil Field and YWWA are divided into three major categories: hardwood swamps, bay swamps, and cypress domes. These areas will be under the jurisdiction of the U.S. Army Corps of Engineers, the FDEP, and the St. Johns River Water Management District. Wetlands delineated at NAS Cecil Field are presented in Figure 3-3 (SOUTHNAVFACENGCOM, 1988).

A wetlands assessment and delineation was performed by ABB-ES in February 1994 at Operable Units 1, 2, and 7 (ABB-ES, 1994b). The information regarding the assessment can be found in the data repository.

3.3.2 Threatened and Endangered Species Vegetation within and surrounding NAS Cecil Field can be subdivided into three categories based on soil type and moisture availability: sand ridge, flatwoods, and hardwood and cypress swamp (SOUTHNAVFACENGCOM, 1988).

The sand ridges support a variety of vegetation mostly in a sparse and natural condition. Tree stands include turkey (*Quercus laevis*) and blackjack oak (*Quercus marilandica*), as well as greenbrier (*Smilax* spp.)



and saw palmetto (*Serenoa repens*), which are found in natural conditions on broad ridges and side slopes. Grasses consist of and threeawn (*Aristida* spp.), panicum (*Panicum* spp.), and grassleaf goldaster (*Chrysopsis* spp.) Second growth consists of slash pine (*Pinus elliottii*), scrub oak (*Quercus inopina*), saw palmetto, rosemary (*Ceratiola ericoides*), and dwarf huckleberry (*Gaylussacia dumosa*) (SOUTHNAVFACENGCOM, 1988).

Native vegetation in the higher flatwoods areas includes stands of slash and longleaf pine (*Pinus palustris*), turkey and blackjack oak, fetterbrush (*Lyonia lucida*), wax myrtle (*Myrica cerifera*), gallberry (*Ilex glabra*), and saw palmetto. Grasses consist of pineland threeawn, panicum, grassleaf goldaster, and bluestem (*Andropogon* spp.). Second growth includes slash and longleaf pine, saw palmetto, and gallberry (SOUTHNAVFACENGCOM, 1988).

Hardwood and cypress swamps are located along area creeks and streams and contain a variety of vegetation. Blackgum (*Nyssa biflora*), sweetgum (*Liquidambar styraciflua*), bald cypress (*Taxodium distichum*), and sawgrass (*Cladium jamaicense*) may be found in these swamps (SOUTHNAVFACENGCOM, 1988).

Many sections of the property have been harvested for pines and recently replanted. Those areas with pines of subcanopy size or smaller are considered clear cut in this description. Typical species include longleaf pine, slash pine, and loblolly pine (*Pinus taeda*). Other vegetation includes typical field plants such as dogfennel (*Eupatorium capillifolium*), broomsedge (*Andropogon virginicus*), and blackberry (*Rubus*). Young wax myrtles, sweetgum, and red maple (*Acer rubrum*) are also scattered throughout these areas (SOUTHNAVFACENGCOM, 1988).

Wildlife species in the forest include the whitetailed deer, armadillo, wild turkey (*Meleagris gallopavo*), and various species of duck and fox. Song birds, hawks, and crows are also found in these areas. The streams and ponds contain alligators (*Alligator mississippiensis*), snakes, turtles, frogs, and various insects and fish. It is the Navy's responsibility to initiate action in accordance with Section 7 of the Endangered Species Act for any of Florida's resident endangered species present on the station. Habitats of endangered species cannot be destroyed or altered in accordance with the Coastal Zone Management Plan of February 1981. Table 3-8 is a list of endangered and potentially endangered species potentially occurring on NAS Cecil Field (SOUTHNAVFACENGCOM, 1988).

3.3.3 Archaeological Concerns Archaeological studies were undertaken at NAS Cecil Field in 1984 and 1985. No evidence of historical or cultural resources were discovered at the station. Several potential sites exist along lakes and creek beds; however, these are situated in remote areas (SOUTHNAVFACENGCOM, 1988).

3.4 UNCONTAMINATED PROPERTIES AS DEFINED BY CERFA. Table 3-9 presents a listing of properties defined as "uncontaminated" as described by CERFA. Uncontaminated property is defined as any real property on which no hazardous substances and no petroleum products or their derivatives, including aviation fuel and motor oil, were stored for 1 year or more, or are known to have been released or disposed. Specifically, these were facilities identified during the EBS that required a

**Table 3-8
Endangered Species at NAS Cecil Field**

BRAC Environmental Baseline Survey
Naval Air Station Cecil Field
Jacksonville, Florida

Species	Status			
	Residence	USFWS	FGFWFC	FDA
Reptiles and Amphibians				
American alligator (<u>Alligator mississippiensis</u>)	CR	T(S/A)	SSC	
Eastern indigo snake (<u>Drymarchon corais couperi</u>)	CR	T	T	
Gopher frog (<u>Rana areolata</u>)	LR	UR2	SSC	
Gopher tortoise (<u>Gopherus polyphemus</u>)	CR	UR1	SSC	
Birds				
Bald eagle (<u>Haliaeetus Leucocephalus</u>)	LR	E	T	
Arctic peregrine falcon (<u>Falco peregrinus tundrius</u>)	PM	T	E	
Red-cockaded woodpecker (<u>Picoides borealis</u>)	PR	E	T	
Southeastern kestrel (<u>Falco sparverius paulus</u>)	CR	UR2	T	
Little blue heron (<u>Florida caerulea</u>)	LR/LM		SSC	
Snowy egret (<u>Egretta tinula</u>)	LR/LM		SSC	
Tricolored heron (<u>Hydranassa tricolor</u>)	LR/LM		SSC	
Limpkin (<u>Aramus guarana</u>)	LR/LM		SSC	
Wood stork (<u>Myateria americana</u>)	CM	E	E	
Scrub jay (<u>Anhalogoma roerulescens</u>)	PM	T	T	
Mammals				
Florida panther (<u>Felis concolor coryi</u>)	PM	E	E	
Florida black bear (<u>Ursus americanus floridanus</u>)	R/CM	UR2	T	
Sherman's fox squirrel (<u>Sciurus niger shermani</u>)	R	UR2	SSC	
Plants				
Bartram's ixia (<u>Sphenostigma coelestinum</u>)	PR	UR2		T
Southern milkweed (<u>Asclepias viridula</u>)	PR	UR2		T
Curtiss milkweed (<u>Asclepias curtissii</u>)	PR			T
Florida Willow (<u>Salix floridana</u>)	PR	UR2		T
Florida mountain-mint (<u>Pycnanthemum floridanum</u>)	PR	UR5		T

Source: Florida Game and Fresh Water Fish Commission, 1979; 1985; 1986; U.S. Fish and Wildlife Service, 1978; 1986.

Notes: BRAC = Base Realignment and Closure.
 USFWS = U.S. Fish and Wildlife Service.
 FGFWFC = Florida Game and Fresh Water Fish Commission.
 FDA = Florida Department of Agriculture.
 CR = confirmed resident.
 T(S/A) = threatened due to similarity of appearance.
 SSC = species of special concern.
 T = threatened.
 LR = likely resident.
 UR2 = under review for listing, but substantial evidence of biological vulnerability and/or threat is lacking.
 UR1 = under review for Federal listing.
 E = endangered.
 PM = possible migrant or occasional visitor.
 PR = possible resident.
 LM = likely migrant or occasional visitor.
 CM = confirmed migrant or occasional visitor.
 UR3 = still formally under review for listing, but no longer being considered for listing due to existing pervasive evidence of extinction.
 UR4 = still formally under review for listing, but no longer being considered for listing because current taxonomic understanding indicates species in an invalid taxon and thus ineligible for listing;
 UR5 = still formally under review for listing, but no longer considered for listing because recent information indicates species is more widespread or abundant than previously believed.
 R = resident.