

# **THE DISTRICT**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**June 11, 2025**

**BOARD OF SUPERVISORS  
SPECIAL MEETING  
AGENDA**

# **THE DISTRICT**

**COMMUNITY DEVELOPMENT DISTRICT**

## **AGENDA**

## **LETTER**



**The District Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

June 4, 2025

Board of Supervisors  
The District Community Development District

Dear Board Members:

The Board of Supervisors of The District Community Development District will hold a Special Meeting on June 11, 2025 at 12:00 p.m., at Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Agenda Items (limited to 3 minutes per individual)
3. Discussion: Park License and Management Agreement Riversedge™
4. Discussion: Florida Department of Environmental Protection Correspondence Regarding Application for Lease Agreement - BOT #164301902
  - A. Consideration of Resolution 2025-12, Approving a Sovereignty Submerged Lands Lease in Substantial Form; Authorizing Execution of Same; Providing General Authorization; and Addressing Severability, Conflicts and an Effective Date
    - I. Consideration of Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Sovereignty Submerged Lands Lease
5. UPCOMING MEETINGS
  - July 21, 2025 at 1:30 PM
  - August 18, 2025 at 1:30 PM [Adoption of FY2026 Budget]
  - QUORUM CHECK

|        |                    |                                    |                                |                             |
|--------|--------------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 |                    | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 |                    | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3 | ROBERT MIZELL      | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4 | ROSE BOCK          | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | KURT VON DER OSTEN | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

6. Board Members' Comments/Requests
7. Public Comments: Non-Agenda Items (*limited to 3 minutes per individual*)

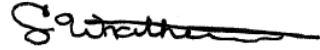
**ATTENDEES:**

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

8. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Andrew Kantarzhi at (415) 516-2161.

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 413 553 5047**

# **THE DISTRICT**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **4**



# FLORIDA DEPARTMENT OF Environmental Protection

**Ron DeSantis**  
Governor

Marjory and Archie Carr Building  
3800 Commonwealth Boulevard  
Tallahassee, FL 32303

**Alexis A. Lambert**  
Secretary

June 3, 2025

Elements Development of Jacksonville LLC & District Community Development District & City of Jacksonville

Attn: Cliff Weiner, Rose Bock, and Karen Bowling  
2300 Glades Rad, Suite 410W  
Boca Raton, FL 33431

Application: Lease Agreement- BOT #164301902

Dear Cliff Weiner, Rose Bock, and Karen Bowling,

Attached is the submerged lands instrument for BOT No. **164301902** which requires acceptance by notarized signature on behalf of **Elements Development of Jacksonville LLC & District Community Development District & City of Jacksonville** (two witnesses required). Pursuant to Chapter 695, Florida Statutes, the names of the persons executing the instrument, the two witnesses, and the notary public must be legibly printed or typewritten directly below that person's signature.

Please execute and return the attached instrument within 30 days after receipt of this email. Please mail the original signed instrument to the address listed below for final execution.

**Department of Environmental Protection**  
**3800 Commonwealth Boulevard, Mail Station 125**  
**Tallahassee, Florida 32303**

Upon receipt and acceptance of the signed instrument, we will transmit the instrument for final department execution. A fully executed instrument will be provided to you at that time.

Please note that any use of state-owned submerged lands requires written authorization from the Board of Trustees. Any use of those lands without a fully executed sovereignty submerged lands lease or easement (which includes compensation/payment) pursuant to Chapter 253, Florida Statutes, and Chapter 18-21, Florida Administrative Code, can be considered a willful violation of Chapter 253, Florida Statutes and could subject the riparian owner to administrative fines of up to \$10,000 per day, closure of the facility and eviction from the state-owned lands.

**Please confirm receipt of the Lease Agreement by emailing**  
**[Ramsey.Dennis@FloridaDEP.gov](mailto:Ramsey.Dennis@FloridaDEP.gov).**

Action # 50544

Your cooperation and assistance are appreciated. If you have any questions regarding this matter, please contact me at **(850) 245-2730** or **Ramsey.Dennis@FloridaDEP.gov**.

Sincerely,

*Ramsey Dennis*

Ramsey Dennis

Bureau of Public Land Administration

DEP Division of State Lands

# **THE DISTRICT**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **4A**

## RESOLUTION 2025-12

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT APPROVING A SOVEREIGNTY SUBMERGED LANDS LEASE IN SUBSTANTIAL FORM; AUTHORIZING EXECUTION OF SAME; PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

**WHEREAS**, the District Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("**Act**"), which Act authorizes the District to construct, acquire, operate and maintain certain public infrastructure improvements; and

**WHEREAS**, , the District has adopted a capital improvement plan ("**Marina CIP**") for the planning, design, acquisition, construction, and installation of the public marina infrastructure improvements, facilities and services within and without the boundaries of the District ("**Marina Project**"), which plan is detailed in the *RiversEdge Marina District Engineer's Report*, dated November 28, 2022, as updated December 20, 2022, as may be amended from time to time ("**Marina Engineer's Report**"); and

**WHEREAS**, Marina will be anchored on the District's upland parcels ("**Upland Parcels**") bordering the St. Johns River, with certain components, such as its docks, marina slips, and kayak launch, extending out from such Upland Parcels over the adjacent river body and sovereign submerged lands located thereunder, which submerged lands are held in trust by the State of Florida ("**State**"); and

**WHEREAS**, owner of the Upland Parcels, the District has the riparian right to access and use the St. Johns River, as well as construct the Marina reaching from the Upland Parcels to navigable water, subject to entering into a sovereignty submerged lands lease with the from the Board of Trustees of the Internal Improvement Trust Fund of the State ("**Lessor**") for the portions of the Marina located over the State's sovereignty submerged land; and

**WHEREAS**, at this time, the District wishes to approve sovereignty submerged lands lease attached hereto as **Exhibit A** and incorporated herein by reference ("**SLL Lease**") in substantial form and authorize it for execution, all as further provided herein.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DISTRICT COMMUNITY DEVELOPMENT DISTRICT:**

**1. RECITALS.** All of the representations, findings and determinations contained above are recognized as true and accurate, and are expressly incorporated into this Resolution.

**2. AUTHORIZATION OF SOVEREIGNTY SUBMERGED LANDS LEASE; GENERAL AUTHORIZATION.** The Board of Supervisors ("**Board**") hereby approves the SLL Lease is approved in substantially the same form as is attached hereto as **Exhibit A**. The Board hereby authorizes the Chairperson, in consultation with District staff, to accept and execute the SLL Lease and any related documents necessary to effectuate the SLL Lease. Additionally, the Board and staff are hereby authorized and directed to do all such acts and things, and to execute and deliver all such documents as may be necessary to carry out and comply with the provisions of this Resolution, and all such actions which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved. The Vice Chairperson shall be authorized to undertake any action herein authorized to be taken by the Chairperson, in the absence or unavailability of the Chairperson, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary. Further, each Assistant Secretary and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson or any other member of the Board as they appear on any documents which may be necessary or helpful in connection with the intent of this Resolution

**3. SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**4. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**5. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of June, 2025.

ATTEST:

**THE DISTRICT COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Sovereignty Submerged Lands Lease



# **THE DISTRICT**

**COMMUNITY DEVELOPMENT DISTRICT**

# **4AI**

This Instrument Prepared By:  
Ramsey Jones  
Action No. 50544  
Bureau of Public Land Administration  
3800 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

---

SOVEREIGNTY SUBMERGED LANDS LEASE

BOT FILE NO. 164301902  
PA NO. 165883-6

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Elements Development of Jacksonville, LLC, a Florida limited liability company, and District Community Development District, a local unit of special purpose government organized under the laws of the State of Florida, and the City of Jacksonville, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Sections 45,  
The Issac Hendricks Grant, and Section 60, The F. Bagley and  
I. Hendricks Grant, all lying in Township 02 South, Range 26 East, in  
St. Johns River, Duval County, Florida, containing 452,243 square feet,  
more or less, as is more particularly described and shown on  
Attachment A, dated August 29, 2024.

TO HAVE THE USE OF the hereinabove described premises for a period of 10 years from December 17, 2024, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 125-slip commercial marina docking facility with a kayak launch (117 slips on sovereignty submerged lands and 8 slips partially on privately owned submerged lands, up to 10 slips can be used by vessels occupied by a person or persons on an overnight basis), to be used exclusively for the mooring of recreational vessels in conjunction with an upland commercial mixed-use development, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and with liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the St. Johns River Water Management District Environmental Resource Permit No. 165883-6, dated January 14, 2025, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$62,665.68, and a 25 percent surcharge, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to affect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following addresses:

Elements Development of Jacksonville, LLC  
2121 N. Pearl Street, Suite 600  
Dallas, Texas 75201

District Community Development District  
2300 Glades Road, Suite 410  
W. Boca Raton, Florida 33431

City of Jacksonville, Florida  
214 North Hogan Street  
Jacksonville, Florida 32202

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITION(S):

A. Within 10 days of completion of the docking facility, handrails and "no-mooring" sign shall be installed along all portions of the docking facility adjacent to non-mooring areas. Handrails shall be constructed to eliminate access to the docking facility by boaters and shall be maintained during the term of this lease and all subsequent renewal terms.

B. The Lessee shall provide and make available to all vessels utilizing the docking facility operational and well-maintained sewage pumpout facilities acceptable to the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction.

C. The Lessee shall inform all wet slip occupants in writing of the availability and requirement to use the fixed sewage pumpout facilities located within the slips. The Lessee shall also advise all wet slip occupants that no overboard discharges of trash, human or animal waste, including fish carcasses, shall occur at the leased premises at any time. Discharge from any holding tank or marine sanitation device, including those approved by the United States Coast Guard is strictly prohibited within the leased premises.

D. No more than 10 of the 125 wet slips may be used by vessels occupied by a person or persons on an overnight basis.

E. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

F. Vessels that either do not possess a current vessel registration and title as required by Chapters 327 and 328, F.S., or do not have a current vessel registration and title as required in another state or country are prohibited within the leased premises.

G. All vessels that moor, dock, or otherwise use the leased premises shall be maintained in a fully operational condition.

H. The Lessee shall install and maintain, during the term of this lease and all subsequent renewal terms, reflective markers and lighted aids to navigation at the ends of each pier. The lighted aides are required to be on at night and during limited visibility conditions.

I. A minimum of ninety percent (90%) of the wet slips at the docking facility shall be made available for rent to the general public on a "first come, first served" basis, as defined in Rule 18- 21.003, Florida Administrative Code, with no longer than one-year rental terms and with no automatic renewal rights or conditions. To help ensure compliance with and to assist in providing public awareness of this requirement, the Lessee shall erect permanent signs at the waterward entrance to the docking facility that are clearly visible to passing boaters and at the upland entrance to the docking facility that are clearly visible to the general public. The signs shall contain language clearly indicating that a minimum of ninety percent (90%) of the wet slips at the docking facility are available for rent to the general public. Any dockage rate sheet publications and dockage advertising for the docking facility shall clearly state that a minimum of ninety percent (90%) of the wet slips at the docking facility are open to the general public on a "first come, first served" basis.

*[Remainder of page intentionally left blank; Signature page follows]*

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: 3800 Commonwealth Blvd  
Tallahassee, FL 32303  
Signature \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: 3800 Commonwealth Blvd  
Tallahassee, FL 32303

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE OF  
FLORIDA  
(SEAL)

BY: \_\_\_\_\_  
Andrew S. Fleener, Acting Director,  
Division of State Lands, State of Florida Department  
of Environmental Protection, as agent for and on  
behalf of the Board of Trustees of the Internal  
Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Andrew S. Fleener, Acting Director, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant                      5/29/2025  
DEP Attorney                                      Date

\_\_\_\_\_  
Notary Public, State of Florida  
  
\_\_\_\_\_  
Printed, Typed or Stamped Name  
  
My Commission Expires:  
  
\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_



WITNESSES:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Cliff Weiner, Managing Director of PHCC, LLC, a Delaware limited liability company, on behalf of the limited liability company which is the Manager of Elements Development of Jacksonville, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

Elements Development of Jacksonville, LLC,  
a Florida limited liability company (SEAL)

BY: PHCC, LLC, a Delaware limited liability company  
Its Manager

BY: \_\_\_\_\_  
Original Signature of Executing Authority

Cliff Weiner  
Typed/Printed Name of Executing Authority

Managing Director  
Title of Executing Authority

“LESSEE”

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

WITNESSES:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

District Community Development District,  
a local unit of special purpose government organized  
under the laws of the State of Florida (SEAL)

BY: \_\_\_\_\_

Original Signature of Executing Authority

Rose Bock

Typed/Printed Name of Executing Authority

Chair of the Board of Supervisors

Title of Executing Authority

“LESSEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Rose Bock as Chair of the Board of Supervisors, for and on behalf of District Community Development District, a local unit of special purpose government organized under the laws of the State of Florida. He/she is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

WITNESSES:

City of Jacksonville, Florida (SEAL)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

Original Signature of Executing Authority

Karen Bowling

Typed/Printed Name of Executing Authority

Chief Administrative Officer

Title of Executing Authority

“LESSEE”

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_ physical presence or \_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Karen Bowling as Chief Administrative Officer, for and on behalf of City of Jacksonville, Florida. She is personally known to me or who has produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_  
Signature of Notary Public

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or Stamped Name

# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

## PARCEL A:

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF "RIVERWALK PARCEL #1" AS RECORDED IN OFFICIAL RECORDS BOOK 19523, PAGE 1444 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE N27°38'14"E, A DISTANCE OF 28.35 FEET TO A POINT ON A LINE BEING THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910, BOTH OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE EASTERLY ALONG LAST SAID LINE THE FOLLOWING 2 COURSES: COURSE 1: THENCE N72°33'56"E, 61.48 FEET; COURSE 2: THENCE S73°04'04"E, 200.23 FEET; THENCE S27°17'20"W, DEPARTING LAST SAID LINE, A DISTANCE OF 2.18 FEET TO THE MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER AND THE POINT OF BEGINNING; THENCE S66°37'11"E, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 20.02 FEET TO A POINT ON SAID BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AND THE FACE OF A SEAWALL; THENCE N27°29'56"E, ALONG LAST SAID LINE AND SAID FACE OF A SEAWALL, A DISTANCE OF 29.81 FEET; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE AND SAID FACE OF A SEAWALL, A DISTANCE OF 3.41 FEET; THENCE N27°23'17"E, DEPARTING SAID BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS, A DISTANCE OF 74.59 FEET; THENCE N04°20'32"E, A DISTANCE OF 10.63 FEET; THENCE S63°08'50"E, A DISTANCE OF 157.41 FEET; THENCE S28°09'45"W, A DISTANCE OF 86.76 FEET TO SAID FACE OF A SEAWALL; THENCE S61°50'15"E, ALONG SAID FACE OF A SEAWALL, A DISTANCE OF 0.33 FEET; THENCE S28°09'45"W, ALONG SAID FACE OF A SEAWALL, A DISTANCE OF 1.30 FEET; THENCE N64°02'02"W, ALONG SAID FACE OF A SEAWALL, A DISTANCE OF 3.34 FEET; THENCE S26°43'58"W, ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING THREE (3) COURSES: COURSE ONE (1): S36°13'16"E, 67.15 FEET; COURSE TWO (2): S58°32'34"E, 47.49 FEET TO THE FACE OF A SEAWALL; COURSE THREE (3): S62°36'57"E, ALONG SAID FACE OF A SEAWALL, 117.74 FEET SAID BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS; THENCE N71°02'59"E, DEPARTING SAID MEAN HIGH WATER LINE AND SAID FACE OF A SEAWALL AND ALONG SAID BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS, A DISTANCE OF 27.25 FEET; THENCE S62°38'03"E, CONTINUING ALONG SAID BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS, A DISTANCE OF 223.83 FEET; THENCE N27°21'57"E, DEPARTING LAST SAID BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS, A DISTANCE OF 83.68 FEET; THENCE N62°38'03"W, A DISTANCE OF 33.00 FEET; THENCE N27°21'57"E, A DISTANCE OF 15.81 FEET; THENCE N62°38'03"W, A DISTANCE OF 172.00 FEET; THENCE N27°21'57"E, A DISTANCE OF 45.48 FEET; THENCE S62°38'03"E, A DISTANCE OF 40.00 FEET; THENCE S27°21'57"W, A DISTANCE OF 42.48 FEET; THENCE S62°38'03"E, A DISTANCE OF 65.00 FEET; THENCE N27°21'57"E, A DISTANCE OF 42.48 FEET; THENCE S62°38'03"E, A DISTANCE OF 40.00 FEET; THENCE S27°21'57"W, A DISTANCE OF 42.48 FEET; THENCE S62°38'03"E, A DISTANCE OF 27.00 FEET; THENCE N27°21'57"E, A DISTANCE OF 24.00 FEET; THENCE S62°38'03"E, A DISTANCE OF 110.00 FEET; THENCE S27°21'57"W, A DISTANCE OF 24.00 FEET; THENCE S62°38'03"E, A DISTANCE OF 22.47 FEET; THENCE N27°22'08"E, A DISTANCE OF 311.78 FEET; THENCE N62°32'03"W, A DISTANCE OF 958.57 FEET; THENCE S27°37'03"W, A DISTANCE OF 116.40 FEET; THENCE S62°30'53"E, A DISTANCE OF 126.49 FEET; THENCE S27°37'03"W, A DISTANCE OF 214.24 FEET; THENCE S62°39'26"E, A DISTANCE OF 93.46 FEET; THENCE S27°17'20"W, A DISTANCE OF 92.04 FEET TO SAID MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER AND THE POINT OF BEGINNING

SAID PARCEL CONTAINING 321,914 SQUARE FEET / 7.39 ACRES, MORE OR LESS.

FLORIDA DEP  
BSM APPROVED

BY GT  
DATE 8/29/24

CERTIFIED TO: THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

REVISED PER DIVISION OF STATE LANDS COMMENTS: 8-29-24

SHEET 1 OF 17

## PERRET AND ASSOCIATES, INC.

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 - (904) 805-0030 - FAX (904) 805-9888

### LEGEND

P.C. POINT OF CURVATURE  
P.T. POINT OF TANGENCY  
P.R.C. POINT OF REVERSE CURVE  
P.C.C. POINT OF COMPOUND CURVE  
P.O.C. POINT ON CURVE  
P.R.M. PERMANENT REFERENCE MONUMENT  
P.C.P. PERMANENT CONTROL POINT  
B.R.L. BUILDING RESTRICTION LINE  
C.L.F. CHAIN LINK FENCE  
R.W. RIGHT-OF-WAY  
O.R.B. OFFICIAL RECORDS BOOK  
O.L. ON LINE  
-V- BREAK LINE

R. RADIUS  
Δ or D DELTA (CENTRAL ANGLE)  
A or L ARC LENGTH  
C or CH CHORD  
CB CHORD BEARING  
(R) LINE RADIAL TO CURVE  
A/C AIR CONDITIONER  
CONC. CONCRETE  
F.D. FOUND  
I.P. IRON PIPE  
(M) MEASURED  
(D) DEED  
FENCE FENCE



Digitally signed  
by Nathan P  
Perret  
Date:  
2024.08.29  
14:09:49 -04'00'



SCALE 1"=60'

4-22-2024  
DATE OF FIELD SURVEY

NATHAN P. PERRET, FLA. CERT. NO. 6900

LB ~ 6715

F.B. 566:681 PG. 1-6:79

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO.

2015-535-110

## MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

### PARCEL B:

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF TRACT "F", RIVERSEDGE AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 82, PAGE 114 THROUGH 121, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID MOST NORTHERLY CORNER LYING ON THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910, BOTH OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE S62°38'03"E, ALONG LAST SAID BOUNDARY LINE, A DISTANCE OF 223.83 FEET; THENCE S62°38'03"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 26.66 FEET TO THE POINT OF BEGINNING; THENCE S62°38'03"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 72.80 FEET; THENCE N27°22'08"E, DEPARTING LAST SAID LINE, A DISTANCE OF 99.49 FEET; THENCE N62°38'03"W, A DISTANCE OF 22.47 FEET; THENCE S27°21'57"W, A DISTANCE OF 15.81 FEET; THENCE N62°38'03"W, A DISTANCE OF 50.34 FEET; THENCE S27°21'57"W, A DISTANCE OF 83.68 FEET TO SAID LINE BEING THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 6,447 SQUARE FEET / 0.15 ACRES, MORE OR LESS.

### PARCEL C:

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST NORTHERLY CORNER OF TRACT "F", RIVERSEDGE AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 82, PAGE 114 THROUGH 121, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID MOST NORTHERLY CORNER LYING ON THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910, BOTH OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE S62°38'03"E, ALONG LAST SAID BOUNDARY LINE, A DISTANCE OF 223.83 FEET; THENCE S62°38'03"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 26.66 FEET; THENCE S62°38'03"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 72.80 FEET; THENCE S62°38'03"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 124.67 FEET; THENCE S62°16'36"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 36.94 FEET TO THE POINT OF BEGINNING; THENCE S62°16'36"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 101.68 FEET TO THE MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER AND THE FACE OF A SEAWALL; THENCE ALONG SAID MEAN HIGH WATER LINE, THE FOLLOWING NINE (9) COURSES: COURSE ONE (1): N72°27'27"E, CONTINUING ALONG SAID FACE OF A SEAWALL, 2.58 FEET; COURSE TWO (2): S63°06'27"E, CONTINUING ALONG SAID FACE OF A SEAWALL, 17.53 FEET; COURSE THREE (3): S27°42'57"W, CONTINUING ALONG SAID FACE OF A SEAWALL, 1.78 FEET; COURSE FOUR (4): S88°34'51"E, DEPARTING SAID FACE OF A SEAWALL, 25.45 FEET; COURSE FIVE (5): S78°14'41"E, 14.41 FEET; COURSE SIX (6): S69°24'49"E, 33.17 FEET; COURSE SEVEN (7): S62°47'30"E, 11.70 FEET; COURSE EIGHT (8): S55°20'24"E, 121.33 FEET; COURSE NINE (9): S57°18'16"E, 129.85 FEET; THENCE N27°20'41"E, DEPARTING SAID MEAN HIGH WATER LINE, A DISTANCE OF 270.27 FEET; THENCE N62°10'31"W, A DISTANCE OF 452.09 FEET; THENCE S27°20'28"W, A DISTANCE OF 264.93 FEET TO SAID LINE BEING THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 116,982 SQUARE FEET / 2.69 ACRES, MORE OR LESS.

### PARCEL D:

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT "9B", RIVERSEDGE AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 82, PAGES 114 THROUGH 121 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE N23°45'12"E, A DISTANCE OF 75.46 FEET TO THE MOST SOUTHERLY CORNER OF TRACT "F-2" OF SAID RIVERSEDGE; THENCE N72°27'52"E, ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "F-2", A DISTANCE OF 15.93 FEET TO THE INTERSECTION OF THE MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING SEVEN (7) COURSES: COURSE ONE (1): S01°22'41"E, 24.66 FEET; COURSE TWO (2): S05°59'21"E, 23.44 FEET; COURSE THREE (3): S10°00'48"E, 35.30 FEET TO THE POINT OF BEGINNING; COURSE FOUR (4): S14°58'28"E, 21.08 FEET; COURSE FIVE (5): S26°54'49"E, 13.63 FEET; COURSE SIX (6): S44°56'37"E, 13.36 FEET; COURSE SEVEN (7): S39°42'01"E, 36.70 FEET; THENCE N51°11'23"E, DEPARTING SAID MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER, A DISTANCE OF 14.33 FEET; THENCE N38°48'37"W, A DISTANCE OF 40.00 FEET; THENCE S51°11'23"W, A DISTANCE OF 5.00 FEET; THENCE N38°48'37"W, A DISTANCE OF 42.61 FEET TO SAID MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 909 SQUARE FEET / 0.02 ACRES, MORE OR LESS.

FLORIDA DEP  
BSM APPROVED

BY GT  
DATE 8/29/24

REVISED PER DIVISION OF STATE LANDS COMMENTS: 8-29-24

SHEET 2 OF 17

**PERRET AND ASSOCIATES, INC.**

1484 MONTICELLO ROAD JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030 ~ FAX (904) 805-9888

LB ~ 6715

F.B. 566:681 PG. 1-6:79

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2015-535-110

## MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

### PARCEL E:

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF "RIVERWALK PARCEL #1" AS RECORDED IN OFFICIAL RECORDS BOOK 19523, PAGE 1444 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE N27°38'14"E, A DISTANCE OF 28.35 FEET TO A POINT ON A LINE BEING THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910, BOTH OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE EASTERLY ALONG LAST SAID LINE THE FOLLOWING 2 COURSES: COURSE 1: THENCE N72°33'56"E, 61.48 FEET; COURSE 2: THENCE S73°04'04"E, 200.23 FEET; THENCE S27°17'20"W, DEPARTING LAST SAID LINE, A DISTANCE OF 2.18 FEET TO THE MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER; THENCE S66°37'11"E, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 20.02 FEET TO A POINT ON SAID BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AND THE FACE OF A SEAWALL; THENCE N27°29'56"E, ALONG LAST SAID LINE AND SAID FACE OF A SEAWALL, A DISTANCE OF 29.81 FEET; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE AND SAID FACE OF A SEAWALL, A DISTANCE OF 3.41 FEET; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 5.91 FEET TO THE POINT OF BEGINNING; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 20.98 FEET; THENCE N28°36'55"E, DEPARTING LAST SAID LINE, A DISTANCE OF 5.71 FEET; THENCE N10°47'27"E, A DISTANCE OF 19.32 FEET; THENCE N04°20'32"E, A DISTANCE OF 39.81 FEET; THENCE S27°23'17"W, A DISTANCE OF 60.73 FEET TO SAID BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 744 SQUARE FEET / 0.02 ACRES, MORE OR LESS.

### PARCEL F:

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF "RIVERWALK PARCEL #1" AS RECORDED IN OFFICIAL RECORDS BOOK 19523, PAGE 1444 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE N27°38'14"E, A DISTANCE OF 28.35 FEET TO A POINT ON A LINE BEING THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910, BOTH OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE EASTERLY ALONG LAST SAID LINE THE FOLLOWING 2 COURSES: COURSE 1: THENCE N72°33'56"E, 61.48 FEET; COURSE 2: THENCE S73°04'04"E, 200.23 FEET; THENCE S27°17'20"W, DEPARTING LAST SAID LINE, A DISTANCE OF 2.18 FEET TO THE MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER; THENCE S66°37'11"E, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 20.02 FEET TO A POINT ON SAID BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AND THE FACE OF A SEAWALL; THENCE N27°29'56"E, ALONG LAST SAID LINE AND SAID FACE OF A SEAWALL, A DISTANCE OF 29.81 FEET; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE AND SAID FACE OF A SEAWALL, A DISTANCE OF 3.41 FEET; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 5.91 FEET; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 20.98 FEET; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 1.73 FEET TO THE POINT OF BEGINNING; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 3.19 FEET; THENCE N04°20'32"E, DEPARTING LAST SAID LINE, A DISTANCE OF 13.54 FEET; THENCE S10°50'10"W, A DISTANCE OF 7.52 FEET; THENCE S27°41'59"W, A DISTANCE OF 5.23 FEET TO SAID BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 14 SQUARE FEET, MORE OR LESS.

### PARCEL G:

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF "RIVERWALK PARCEL #1" AS RECORDED IN OFFICIAL RECORDS BOOK 19523, PAGE 1444 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE N27°38'14"E, A DISTANCE OF 28.35 FEET TO A POINT ON A LINE BEING THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910, BOTH OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE EASTERLY ALONG LAST SAID LINE THE FOLLOWING 2 COURSES: COURSE 1: THENCE N72°33'56"E, 61.48 FEET; COURSE 2: THENCE S73°04'04"E, 200.23 FEET; THENCE S27°17'20"W, DEPARTING LAST SAID LINE, A DISTANCE OF 2.18 FEET TO THE MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER; THENCE S66°37'11"E, ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 20.02 FEET TO A POINT ON SAID BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AND THE FACE OF A SEAWALL; THENCE N27°29'56"E, ALONG LAST SAID LINE AND SAID FACE OF A SEAWALL, A DISTANCE OF 29.81 FEET; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE AND SAID FACE OF A SEAWALL, A DISTANCE OF 3.41 FEET; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 5.91 FEET; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 20.98 FEET; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 1.73 FEET; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 3.19 FEET; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 51.76 FEET TO THE POINT OF BEGINNING; THENCE S62°16'12"E, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 66.55 FEET; THENCE N28°32'05"E, DEPARTING LAST SAID LINE, A DISTANCE OF 78.82 FEET; THENCE N63°04'46"W, A DISTANCE OF 67.07 FEET; THENCE S28°09'45"W, A DISTANCE OF 77.87 FEET TO SAID BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5,233 SQUARE FEET / 0.12 ACRES, MORE OR LESS.

FLORIDA DEP  
BSM APPROVED

BY GT  
DATE 8/29/24

REVISED PER DIVISION OF STATE LANDS COMMENTS: 8-29-24

SHEET 3 OF 17

**PERRET AND ASSOCIATES, INC.**

1484 MONTICELLO ROAD JACKSONVILLE FLORIDA 32207 ~ (904) 805-0030 ~ FAX (904) 805-9868

LB ~ 6715

F.B. 566-681 PG. 1-6: 79

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2015-535-110

# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)

## VICINITY MAP



### NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983 (NSRS 2011), FLORIDA EAST ZONE 0901.
- 2.) ALL ELEVATIONS SHOWN HEREON REFERENCE NAVD-88.
- 3.) THIS IS A SPECIFIC PURPOSE FIELD SURVEY.
- 4.) THE MEAN HIGH WATER LINE LOCATION WAS ACCOMPLISHED VIA TOTAL STATION AND RADIAL SURVEYING METHOD.
- 5.) MEAN HIGH WATER ELEVATION 0.62 FEET, NAVD 88, 1983-2001 TIDAL EPOCH, WAS EXTENDED FROM TIDE INTERPOLATION POINT 4614 AS SHOWN IN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEY AND MAPPING, TIDAL WATER SURVEY PROCEDURAL APPROVAL DATED 04/19/2024.
- 6.) REFERENCE BENCHMARK: NAIL/DISK IN ANGLE POINT IN TOP OF CURB ON THE EAST SIDE OF HEALTH WALK WAY, SOUTH OF RIVERSEDGE BOULEVARD AND NORTH OF PRUDENTIAL DRIVE, NORTHING = 2175267.9120, EASTING = 451792.1960, ELEVATION = 8.19 (NAVD-88).
- 7.) STATE PLANE COORDINATES DETERMINED AND VERIFIED BY TRIMBLE VRS NETWORK, NAD83 (2011) FLORIDA STATE PLANE, EAST ZONE COORDINATES.
- 8.) THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYORS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATES STATUTES.
- 9.) SLIP NUMBERS SHOWN THUS ①
- 10.) PROPOSED STRUCTURES INDICATED BY CROSS HATCHED AREA.
- 11.) THERE ARE NOT ANY STAGING AREAS.
- 12.) LANDS LABELED PORTION OF FILL ACT CLAIM REFERENCE LANDS ACCEPTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PER FLORIDA STATUTES 253.12 (9).
- 13.) LINEAR FOOTAGE OF SHORELINE BETWEEN RIPARIAN LINES = 2101'

REVISED PER DIVISION OF STATE LANDS COMMENTS: 8-29-24

FLORIDA DEP  
BSM APPROVED

BY

GT

DATE

8/29/24

SHEET 4 OF 17

**PERRET AND ASSOCIATES, INC.**

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030 ~ FAX (904) 805-9888

LB ~ 6715

F.B. 566-681 PG. 1-6-79

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2015-535-110

# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)

| LINE TABLE |         |             | LINE TABLE |        |             | LINE TABLE |        |             | LINE TABLE |         |             |
|------------|---------|-------------|------------|--------|-------------|------------|--------|-------------|------------|---------|-------------|
| LINE #     | LENGTH  | DIRECTION   | LINE #     | LENGTH | DIRECTION   | LINE #     | LENGTH | DIRECTION   | LINE #     | LENGTH  | DIRECTION   |
| L1         | 28.35'  | N27°38'14"E | L18        | 15.81' | N27°21'57"E | L35        | 60.73' | S27°23'17"W | L52        | 14.41'  | S78°14'41"E |
| L2         | 2.18'   | S27°17'20"W | L19        | 45.48' | N27°21'57"E | L36        | 1.73'  | S62°16'12"E | L53        | 33.17'  | S89°24'49"E |
| L3         | 20.02'  | S66°37'11"E | L20        | 40.00' | S62°38'03"E | L37        | 3.19'  | S62°16'12"E | L54        | 11.70'  | S62°47'30"E |
| L4         | 29.81'  | N27°29'56"E | L21        | 42.48' | S27°21'57"W | L38        | 13.54' | N04°20'32"E | L55        | 121.33' | S55°20'24"E |
| L5         | 3.41'   | S62°16'12"E | L22        | 65.00' | S62°38'03"E | L39        | 7.52'  | S10°50'10"W | L56        | 129.85' | S57°18'16"E |
| L6         | 74.59'  | N27°23'17"E | L23        | 42.48' | N27°21'57"E | L40        | 5.23'  | S27°41'59"W | L57        | 15.93'  | N72°27'52"E |
| L7         | 10.63'  | N04°20'32"E | L24        | 40.00' | S62°38'03"E | L41        | 26.66' | S62°38'03"E | L58        | 24.66'  | S01°22'41"E |
| L8         | 86.76'  | S28°09'45"W | L25        | 42.48' | S27°21'57"W | L42        | 72.80' | S62°38'03"E | L59        | 23.44'  | S05°59'21"E |
| L9         | 0.33'   | S61°50'15"E | L26        | 27.00' | S62°38'03"E | L43        | 99.49' | N27°22'08"E | L60        | 35.30'  | S10°00'48"E |
| L10        | 1.30'   | S28°09'45"W | L27        | 24.00' | N27°21'57"E | L44        | 22.47' | N62°38'03"W | L61        | 21.08'  | S14°58'28"E |
| L11        | 3.34'   | N64°02'02"W | L28        | 24.00' | S27°21'57"W | L45        | 15.81' | S27°21'57"W | L62        | 13.63'  | S26°54'49"E |
| L12        | 8.28'   | S26°43'58"W | L29        | 22.47' | S62°38'03"E | L46        | 50.34' | N62°38'03"W | L63        | 13.36'  | S44°56'37"E |
| L13        | 67.15'  | S36°13'16"E | L30        | 5.91'  | S62°16'12"E | L47        | 36.94' | S62°16'36"E | L64        | 36.70'  | S39°42'01"E |
| L14        | 47.49'  | S58°32'34"E | L31        | 20.98' | S62°16'12"E | L48        | 2.58'  | N72°27'27"E | L65        | 14.33'  | N51°11'23"E |
| L15        | 117.74' | S62°36'57"E | L32        | 5.71'  | N28°36'55"E | L49        | 17.53' | S63°06'27"E | L66        | 40.00'  | N38°48'37"W |
| L16        | 27.25'  | N71°02'59"E | L33        | 19.32' | N10°47'27"E | L50        | 1.78'  | S27°42'57"W | L67        | 5.00'   | S51°11'23"W |
| L17        | 33.00'  | N62°38'03"W | L34        | 39.81' | N04°20'32"E | L51        | 25.45' | S88°34'51"E | L68        | 42.61'  | N38°48'37"W |

## STATE PLANE COORDINATES TABLE

NORTH AMERICAN DATUM OF 1983 (NSRS 2011), FLORIDA EAST ZONE 0901

| POINT | NORTHING     | EASTING     | DESCRIPTION                                      |
|-------|--------------|-------------|--------------------------------------------------|
| 1     | 2176040.5100 | 451156.136  | POINT OF COMMENCEMENT PARCELS "A", "E", "F", "G" |
| 2     | 2176023.7950 | 451418.4990 | POINT OF BEGINNING PARCEL "A"                    |
| 3     | 2175723.3145 | 452014.1741 | POINT OF BEGINNING PARCEL "B"                    |
| 4     | 2175615.3590 | 452222.2441 | POINT OF BEGINNING PARCEL "C"                    |
| 5     | 2175175.3377 | 452645.7290 | POINT OF COMMENCEMENT PARCEL "D"                 |
| 6     | 2175166.4785 | 452700.4865 | POINT OF BEGINNING PARCEL "D"                    |
| 7     | 2176037.9634 | 451458.8822 | POINT OF BEGINNING PARCEL "E"                    |
| 8     | 2176027.3936 | 451478.9892 | POINT OF BEGINNING PARCEL "F"                    |
| 9     | 2176001.8277 | 451527.6231 | POINT OF BEGINNING PARCEL "G"                    |
| 10    | 2175838.4593 | 451791.7126 | POINT OF COMMENCEMENT PARCELS "B" AND "C"        |

FLORIDA DEP  
BSM APPROVED

BY GT  
DATE 8/29/24

REVISED PER DIVISION OF STATE LANDS COMMENTS: 8-29-24

SHEET 5 OF 17

**PERRET AND ASSOCIATES, INC.**

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030 ~ FAX (904) 805-9888

LB ~ 6715

F.B. 566: 681 PG. 1-6: 79

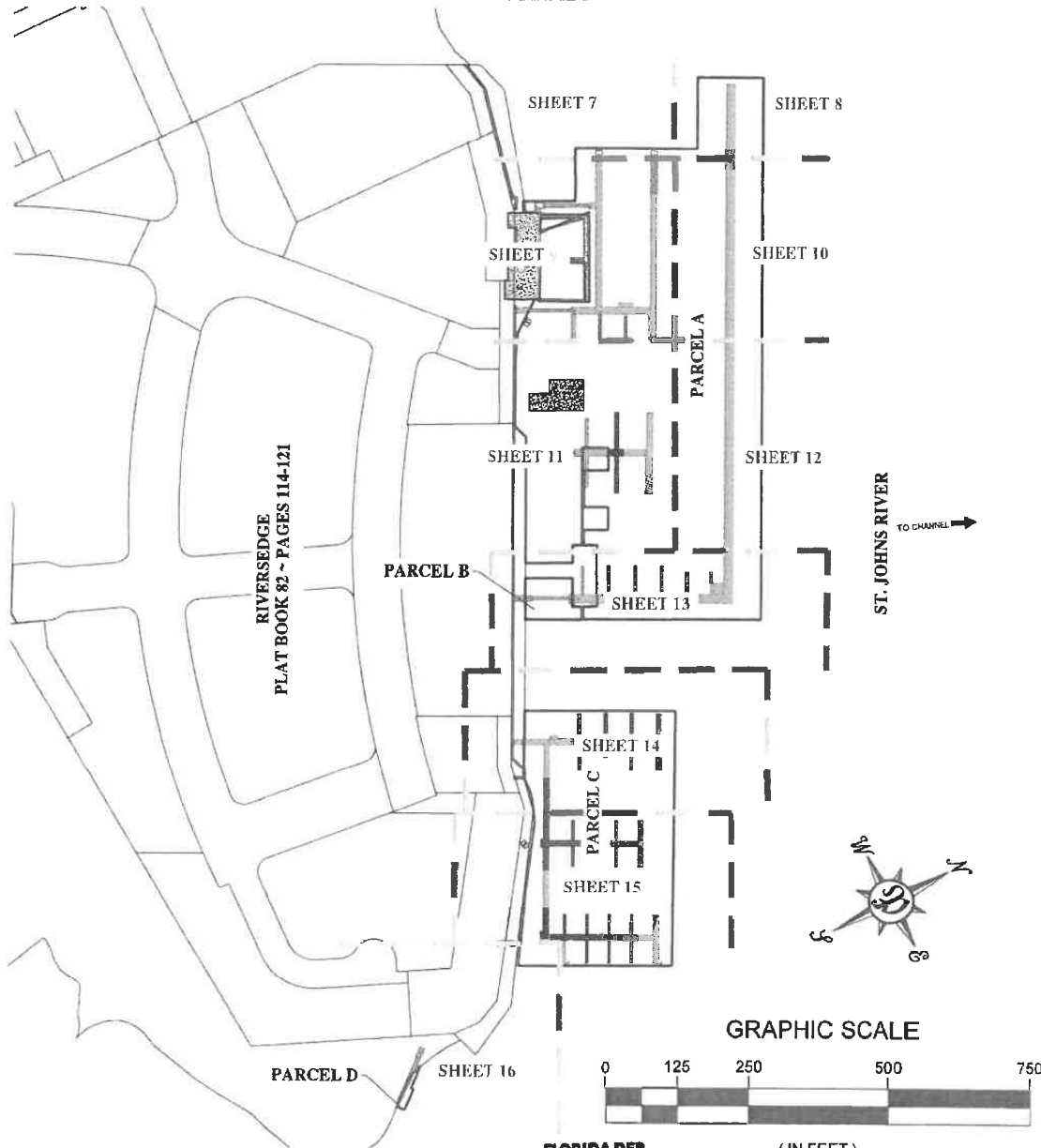
NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2015-535-110



# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)

## KEY SHEET



FLORIDA DEP  
BSM APPROVED  
GT

(IN FEET)  
1 inch = 250 ft.

REVISED PER DIVISION OF STATE LANDS COMMENTS: 8-29-24

BY DATE 8/29/24

SHEET 6 OF 17

**PERRET AND ASSOCIATES, INC.**

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030 ~ FAX (904) 805-9888

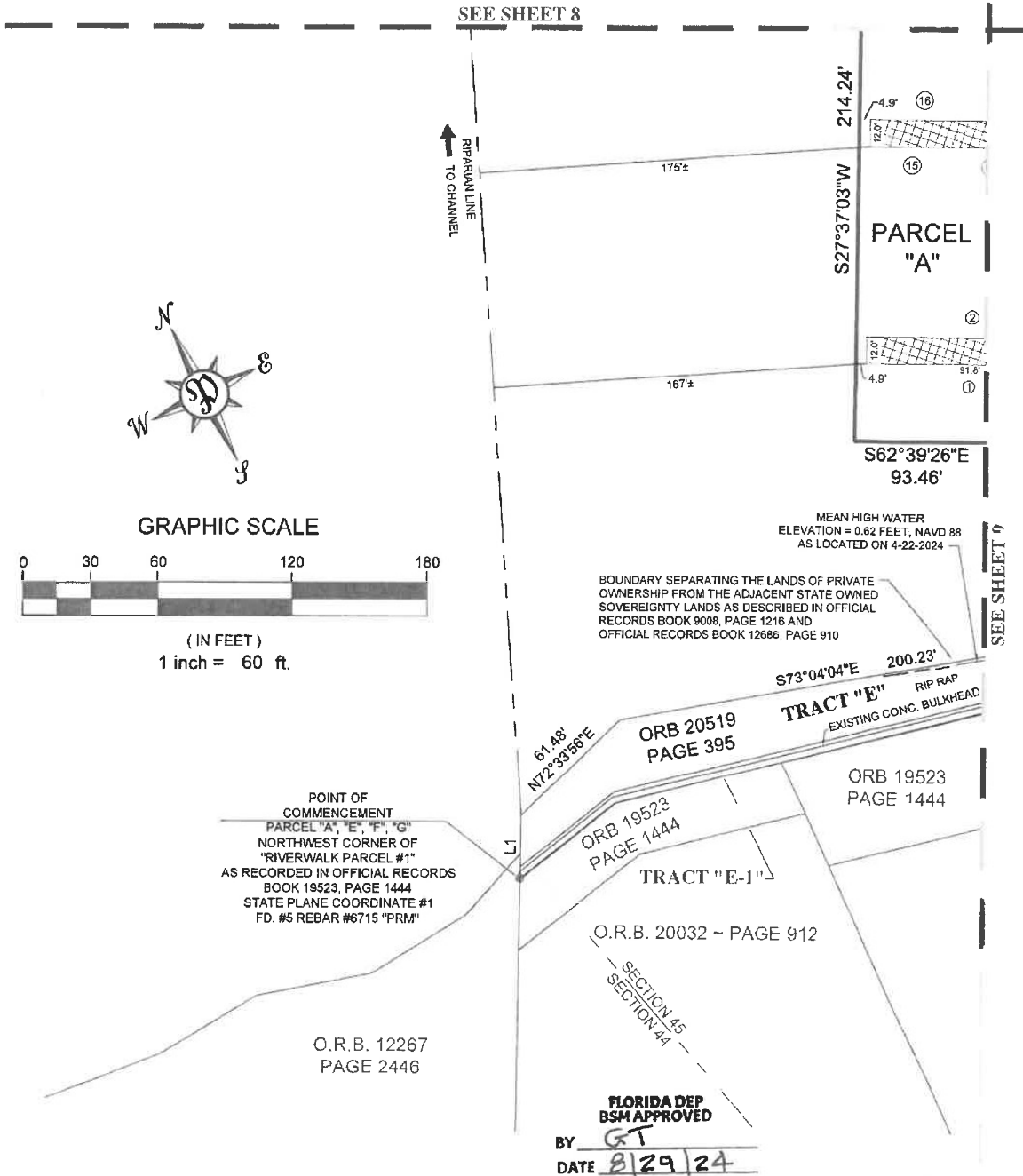
LB ~ 6715

F.B. 566-681 PG. 1-6: 79

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2015-535-110

# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)



REVISED PER DIVISION OF STATE LANDS COMMENTS: 8-29-24

SHEET 7 OF 17

**PERRET AND ASSOCIATES, INC.**

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030 ~ FAX (904) 805-9888

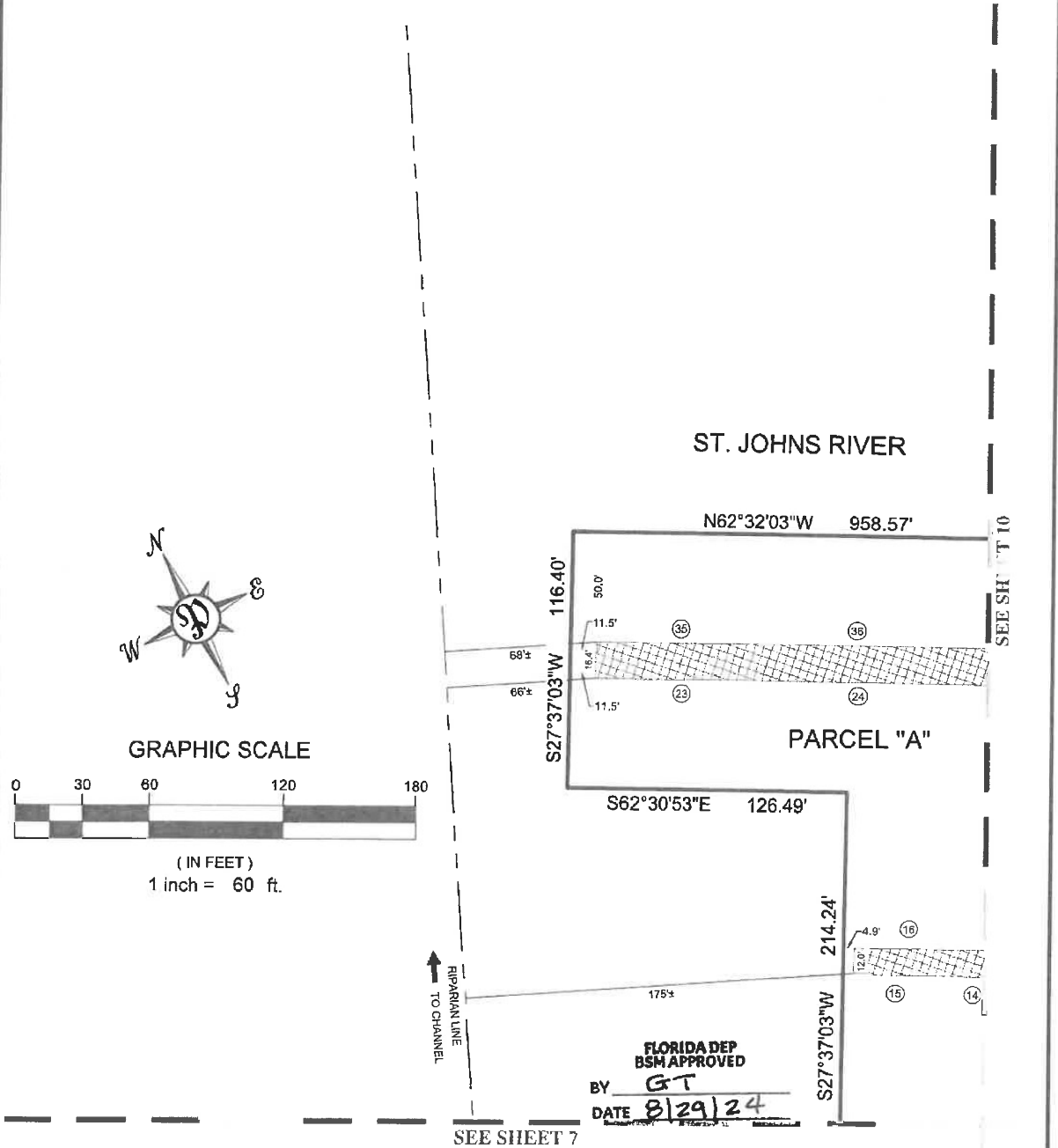
LB ~ 6715

F.B. 566-681 PG. 1-6:79

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2015-535-110

# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)



REVISED PER DIVISION OF STATE LANDS COMMENTS: 8-29-24

SHEET 8 OF 17

**PERRET AND ASSOCIATES, INC.**

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030 ~ FAX (904) 805-9888

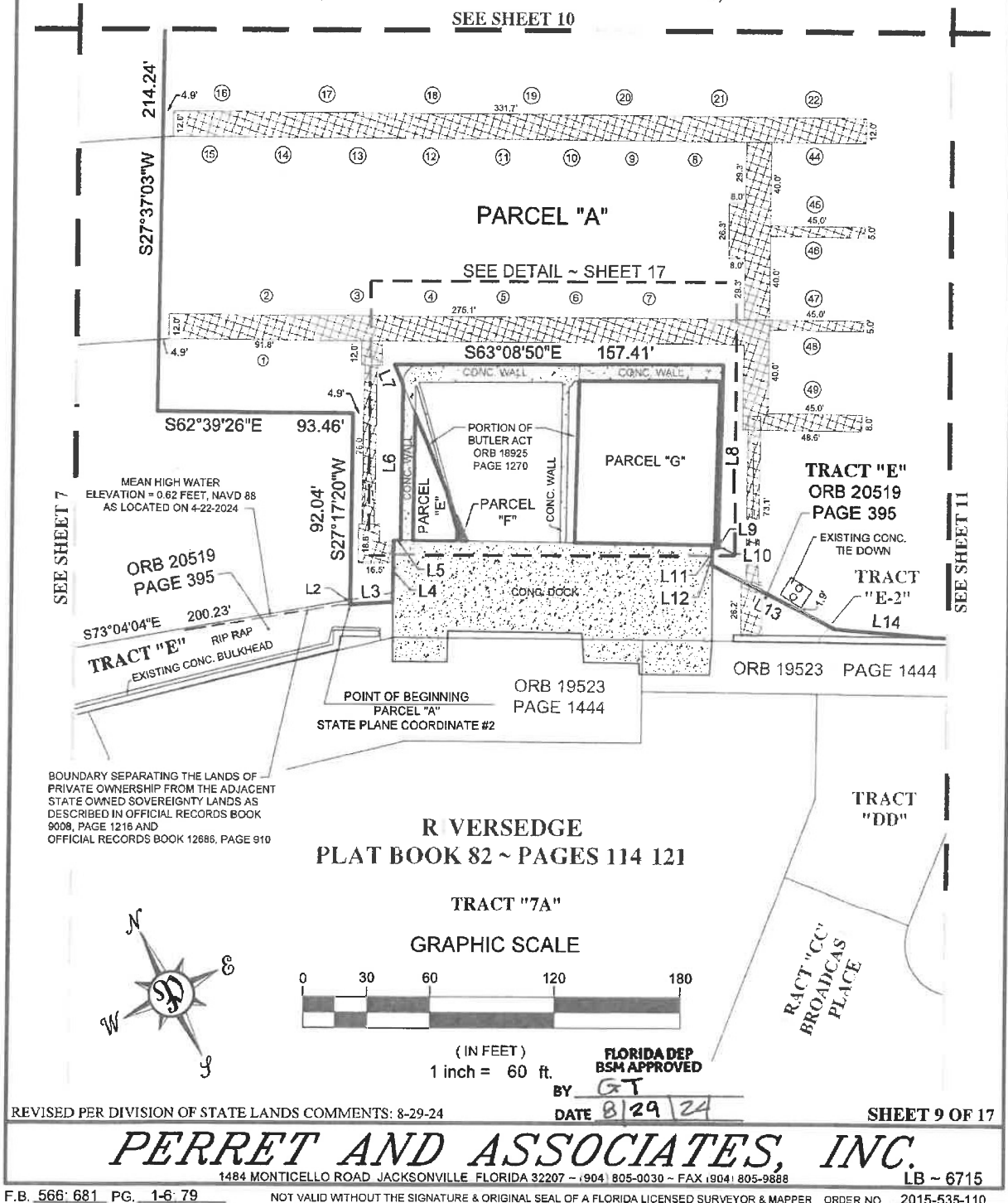
LB ~ 6715

F.B. 566: 681 PG. 1-6: 79

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2015-535-110

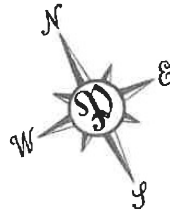
# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)



# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)



GRAPHIC SCALE



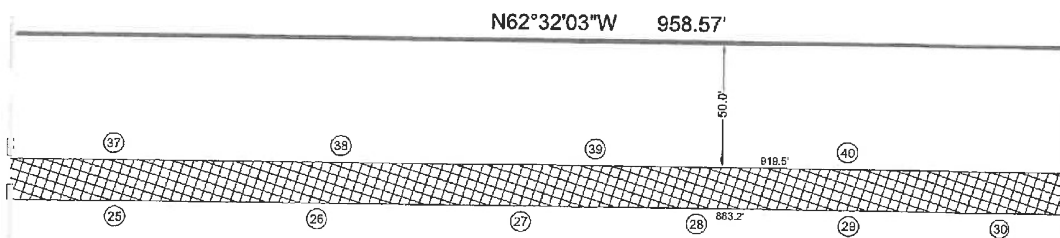
(IN FEET)

1 inch = 60 ft.

SEE SHEET 8

SEE SHEET 12

ST. JOHNS RIVER



PARCEL "A"

SEE SHEET 9

FLORIDA DEP  
BSM APPROVED

BY GT  
DATE 8/29/24

REVISED PER DIVISION OF STATE LANDS COMMENTS: 8-29-24

SHEET 10 OF 17

**PERRET AND ASSOCIATES, INC.**

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030 ~ FAX (904) 805-9888

LB ~ 6715

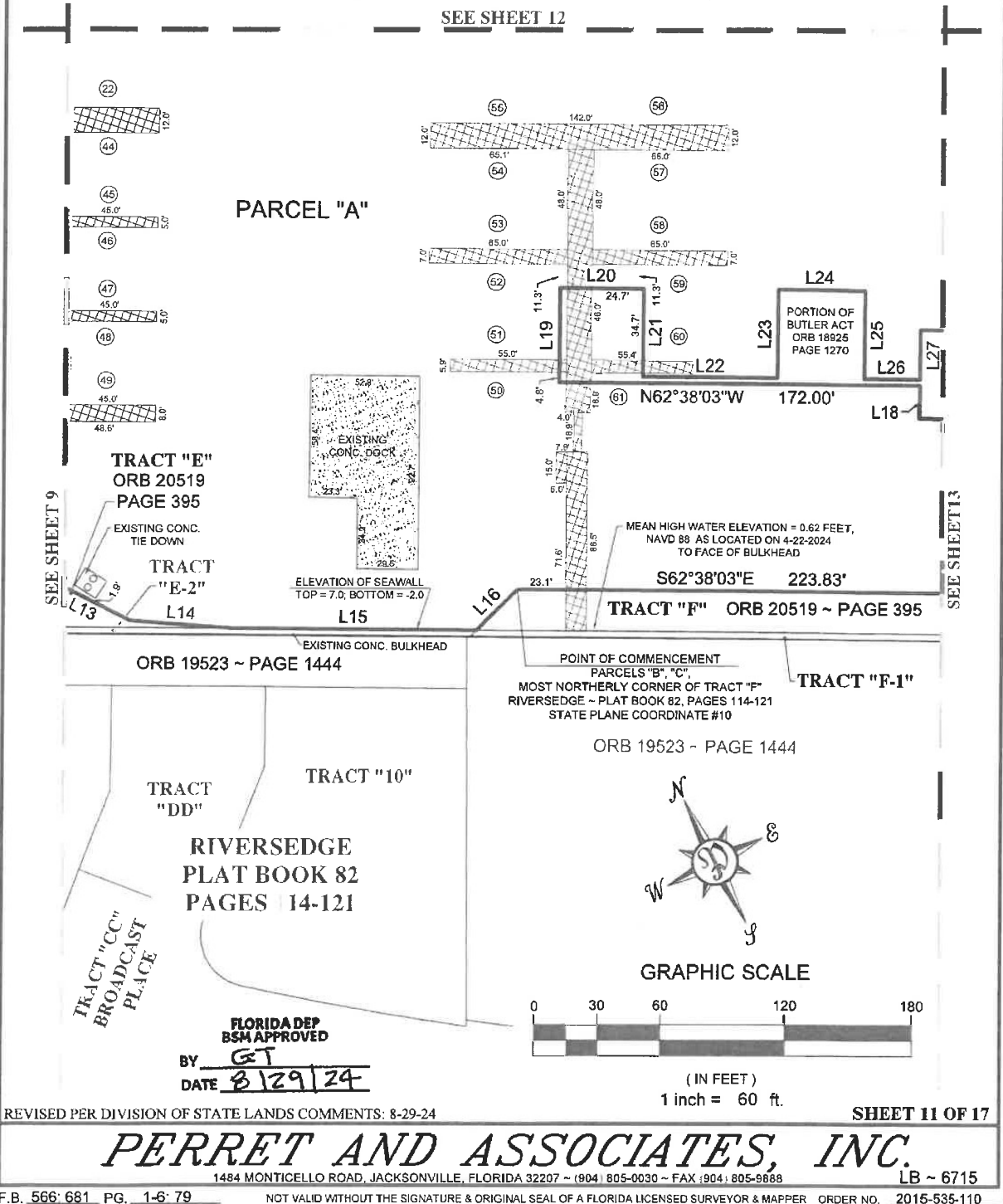
F.B. 566: 681 PG. 1-6: 79

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2015-535-110

# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)

SEE SHEET 12

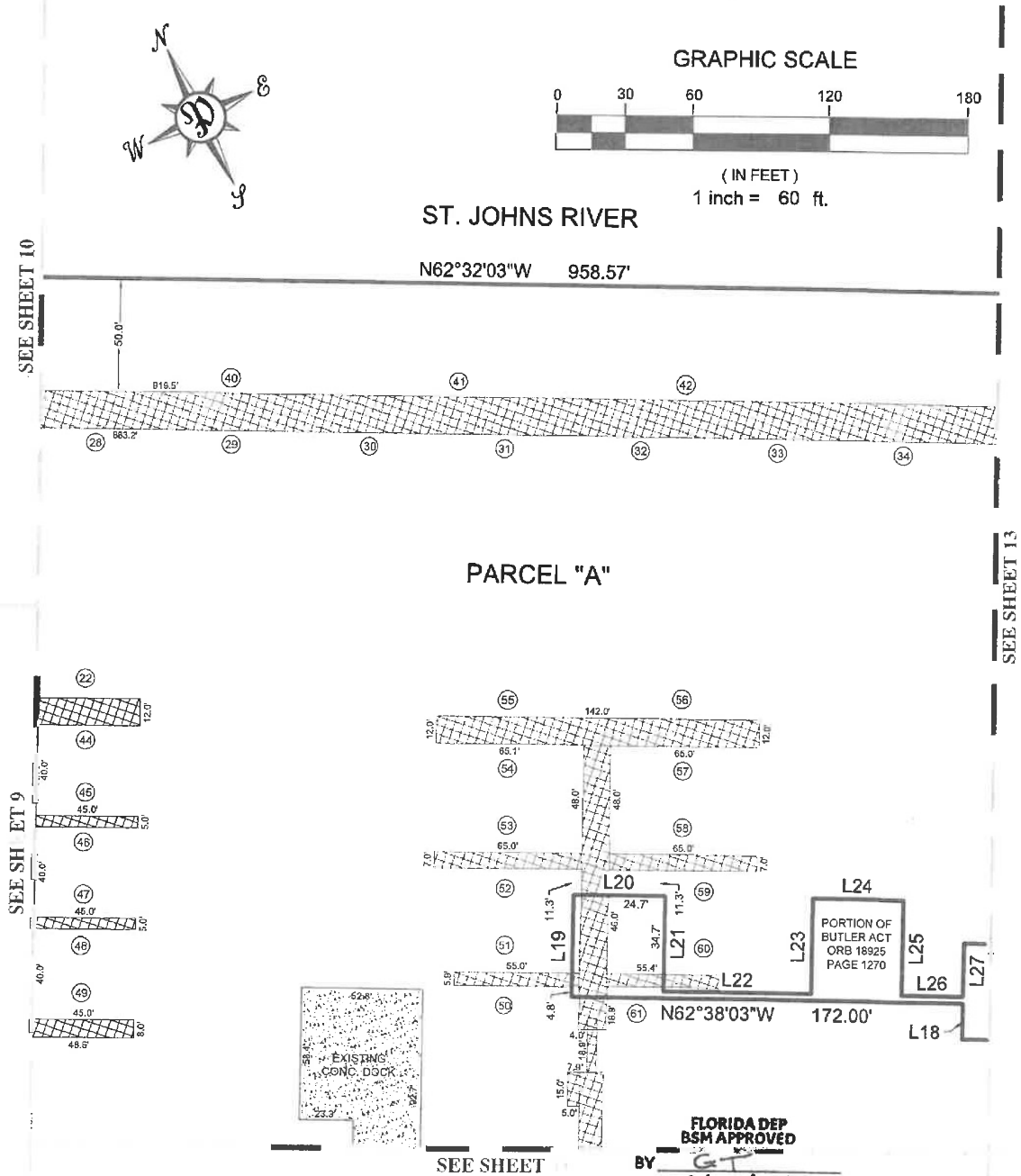


F.B. 566: 681 PG. 1-6: 79

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2015-535-110

# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)



REVISED PER DIVISION OF STATE LANDS COMMENTS: 8-29-24

FLORIDA DEP  
BSM APPROVED  
BY GT  
DATE 8/29/24

SHEET 12 OF 17

**PERRET AND ASSOCIATES, INC.**

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030 ~ FAX (904) 805-9888

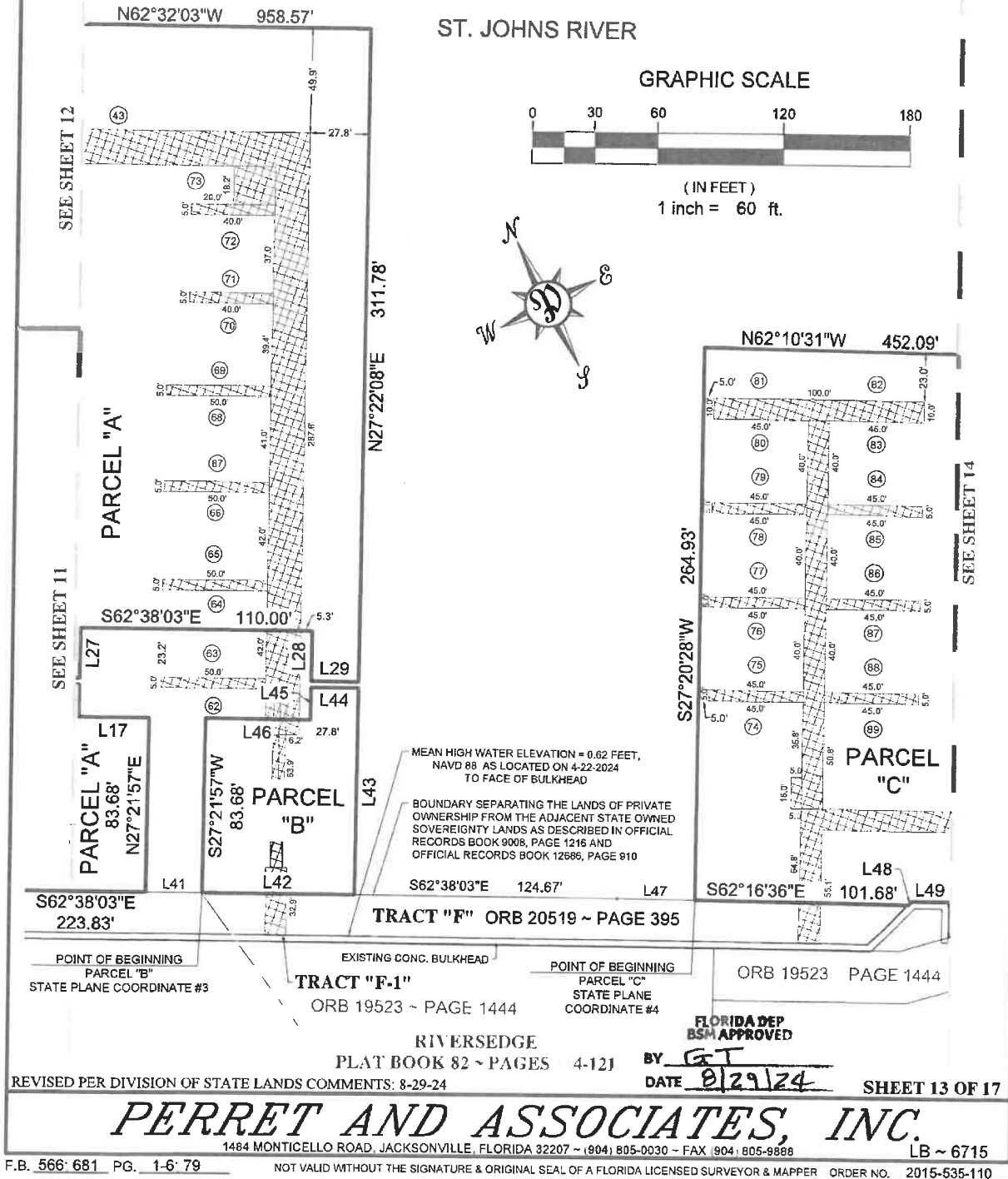
LB ~ 6715

F.B. 566-681 PG. 1-6-79

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2015-535-110

# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

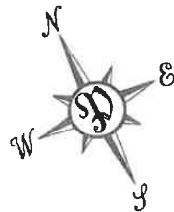
A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)





# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)



GRAPHIC SCALE



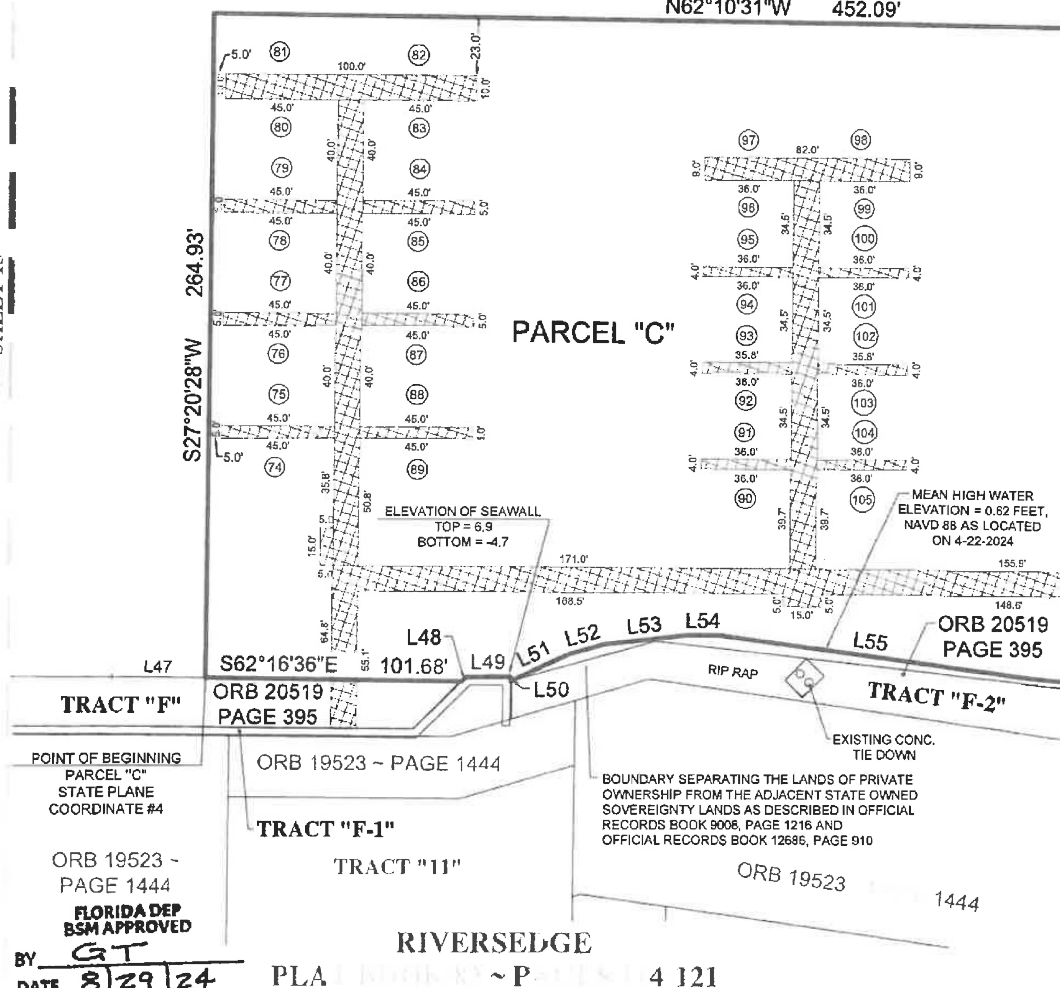
(IN FEET)  
1 inch = 60 ft.

ST. JOHNS RIVER

N62°10'31"W 452.09'

SEE SHEET 13

SEE SHEET 15



REVISED PER DIVISION OF STATE LANDS COMMENTS: 8-29-24

SHEET 14 OF 17

**PERRET AND ASSOCIATES, INC.**

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030 ~ FAX (904) 805-9888

LB ~ 6715

F.B. 566: 681 PG. 1-6: 79

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2015-535-110

# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)

## GRAPHIC SCALE

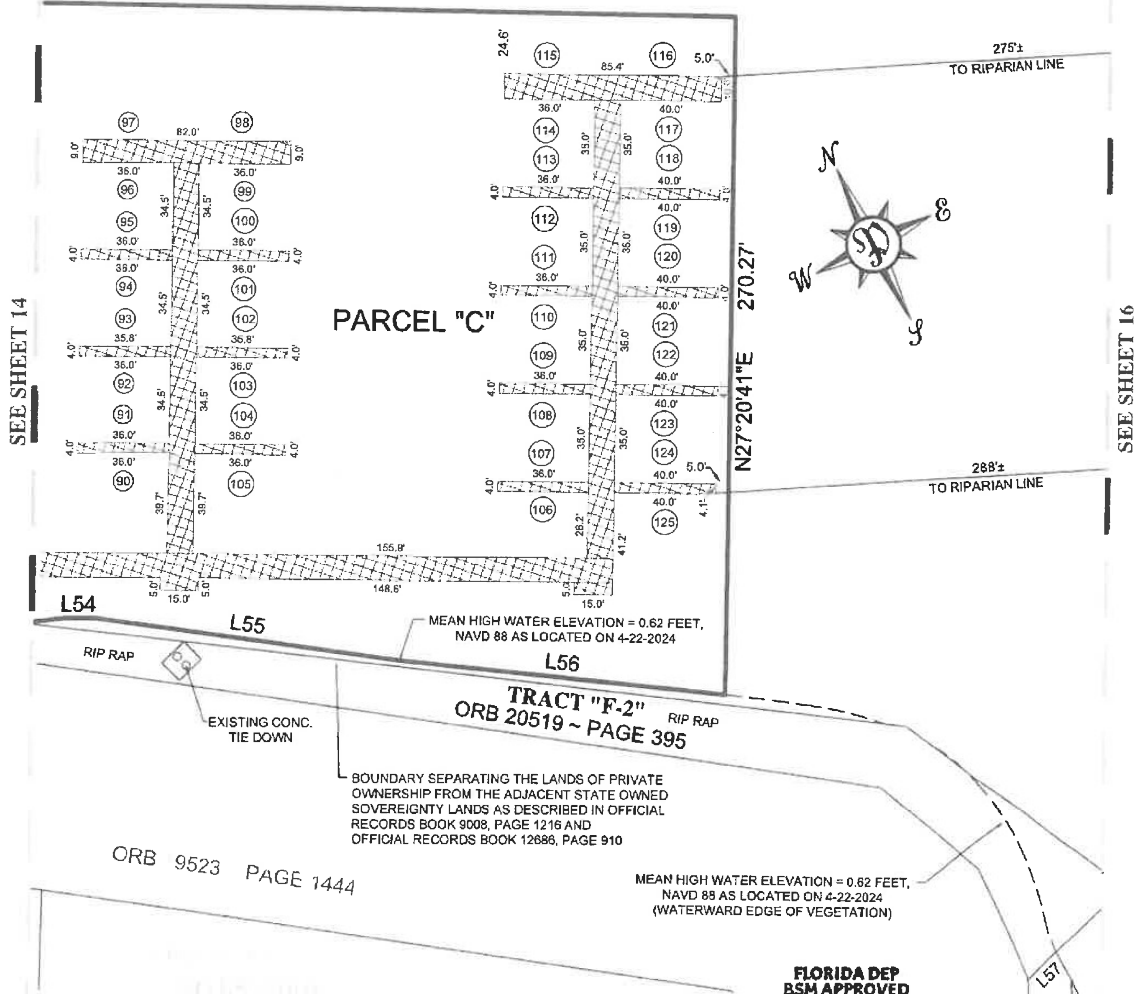


(IN FEET)

1 inch = 60 ft.

ST. JOHNS RIVER

N62°10'31"W 452.09'



**PERRET AND ASSOCIATES, INC.**

1484 MONTICELLO ROAD JACKSONVILLE FLORIDA 32207 ~ (904) 805-0030 ~ FAX (904) 805-9888

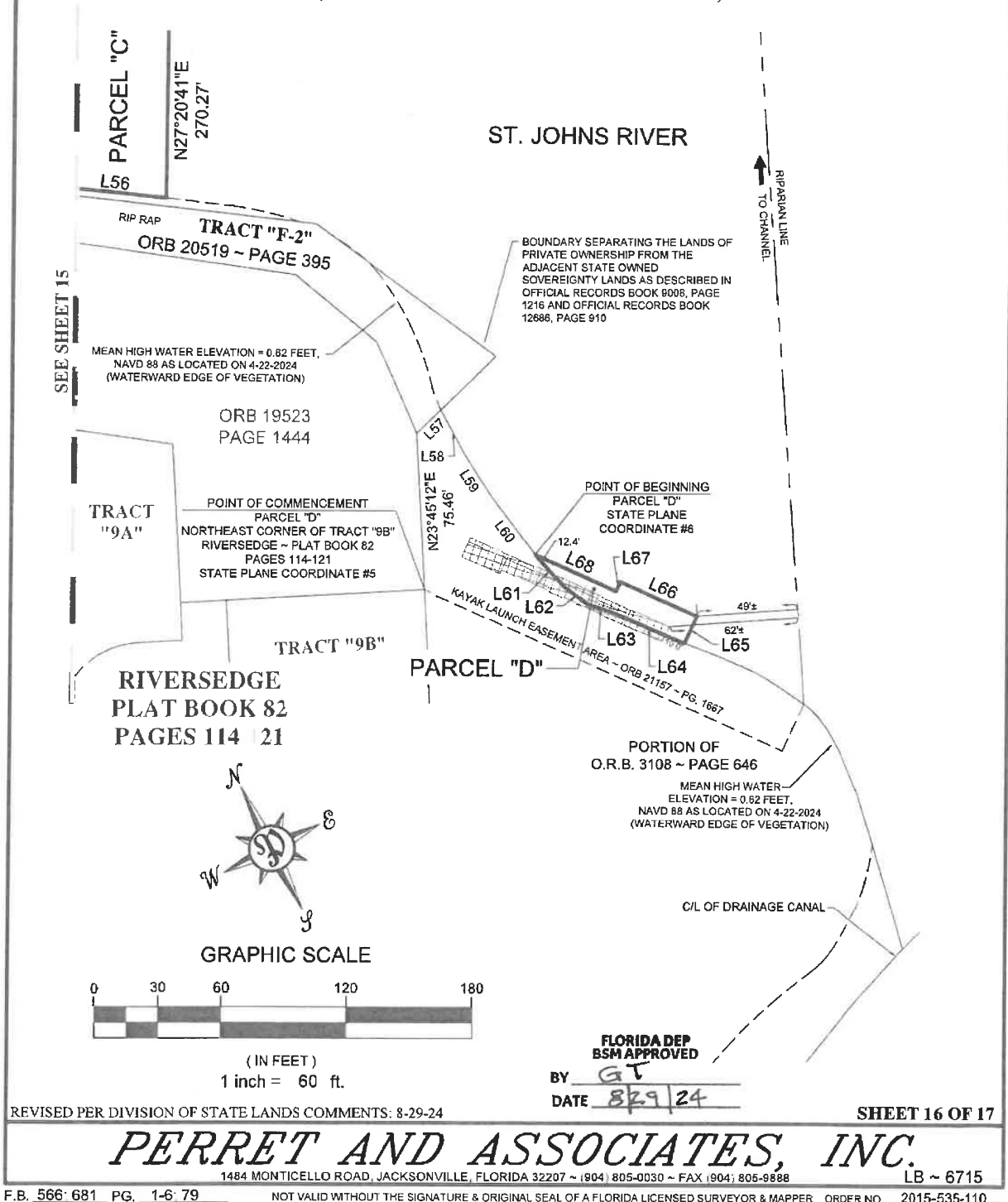
LB ~ 6715

F.B. 566: 681 PG. 1-6: 79

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2015-535-110

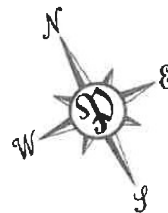
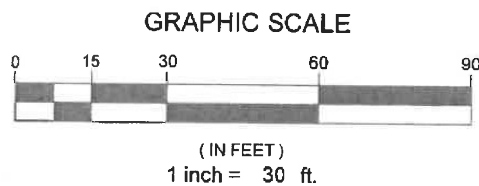
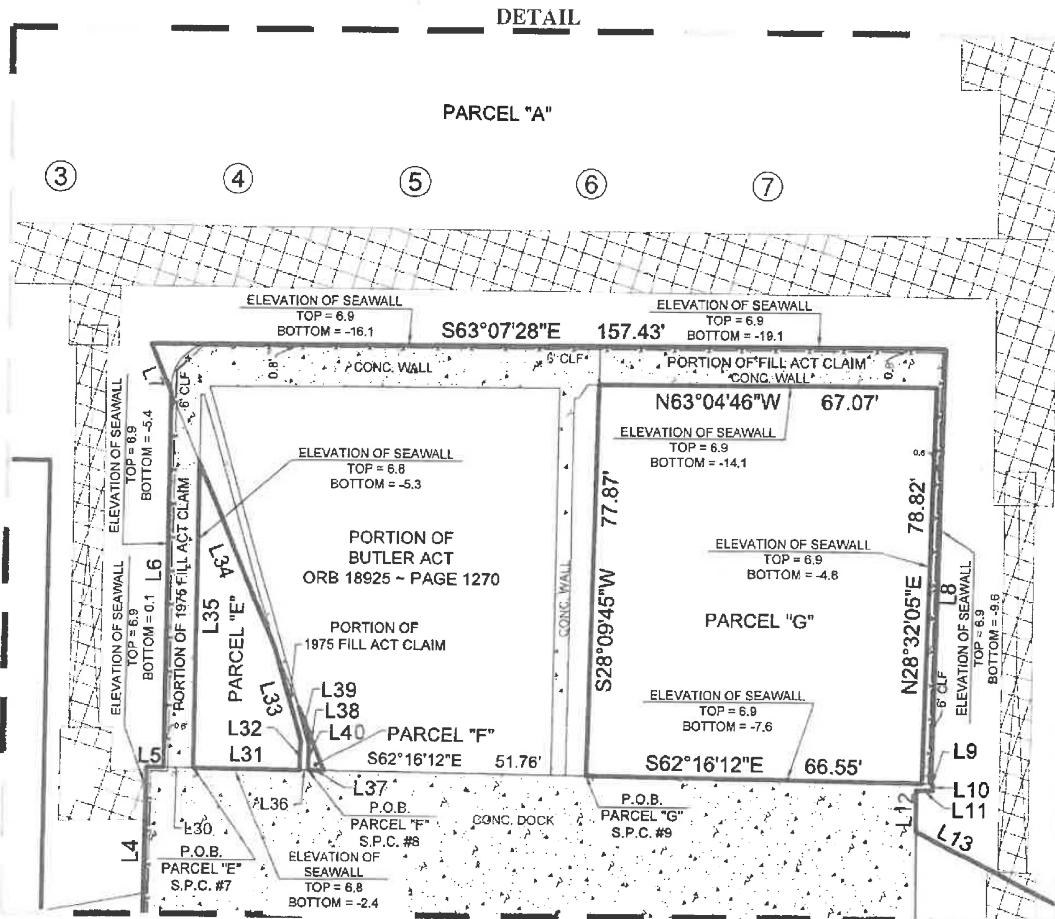
# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)



# MAP SHOWING SOVEREIGN SUBMERGED LAND LEASE SURVEY OF

A PARCEL OF SOVEREIGN SUBMERGED LAND IN SECTION 45, THE ISAAC HENDRICKS GRANT, AND SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA  
(SEE SHEETS 1 THROUGH 3 FOR COMPLETE DESCRIPTIONS)



**FLORIDA DEP  
BSM APPROVED**

BY GT  
DATE 8/29/24

REVISED PER DIVISION OF STATE LANDS COMMENTS: 8-29-24

SHEET 17 OF 17

**PERRET AND ASSOCIATES, INC.**

1484 MONTICELLO ROAD, JACKSONVILLE, FLORIDA 32207 ~ (904) 805-0030 ~ FAX (904) 805-9888

LB ~ 6715

F.B. 566:681 PG. 1-6:79

NOT VALID WITHOUT THE SIGNATURE & ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER ORDER NO. 2015-535-110

This Instrument Prepared By:  
David J. Edwards, Esq.  
Edwards Cohen  
200 West Forsyth Street, Suite 1300  
Jacksonville, Florida 32202

RE Parcel No. 080096-0600

### AMENDED AND RESTATED KAYAK LAUNCH EASEMENT AGREEMENT

THIS AMENDED AND RESTATED KAYAK LAUNCH EASEMENT AGREEMENT (this “**Agreement**”) is effective as of August 7, 2024, by and between **JEA**, a body politic and corporate (“**Grantor**”), whose address is 225 N. Pearl Street, Jacksonville, Florida 32202, and **ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC**, a Florida limited liability company (“**Grantee**”), whose address is c/o PHCC LLC, d/b/a Preston Hollow Community Capital, LLC, 2121 N. Pearl Street, Suite 600, Dallas, Texas 75701 (each, a “**Party**,” and collectively, the “**Parties**”). This Agreement completely amends, restates and supersedes that certain Kayak Launch Easement Agreement between Grantor and Grantee dated May 2, 2024 and recorded in Official Records Book 21047, page 1475 of the public records of Duval County, Florida.

#### WITNESSETH:

A. Grantor is the owner of certain real property in Duval County, Florida, which is more particularly described in **Exhibit A** attached hereto (the “**Grantor Property**” and “**Burdened Property**”).

B. Grantee is the developer of the “RiversEdge™” development located in Duval County, Florida, which is more particularly described in **Exhibit B** attached hereto (the “**Benefited Property**”).

C. Grantor has agreed to grant an easement to Grantee for the construction, development and use of a kayak dock, ramp and launch (the “**Kayak Launch**”) over, under, through and across certain portions of the Grantor Property depicted as the “Kayak Launch Easement Area” on the sketch attached hereto as **Exhibit C-1**, and more particularly described on **Exhibit C-2** attached hereto (the “**Kayak Launch Easement Area**”).

D. Grantee, as lessee, will be entering into a Sovereignty Submerged Lands Lease (as amended, modified or renewed, collectively, the “**SSL Lease**”) with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida with respect to certain sovereignty submerged lands located adjacent to (i) the Kayak Launch Easement Area, depicted as the “Submerged Land Lease Area” on the sketch attached hereto as **Exhibit C-1** and (ii) portions of the Benefited Property.

4863-4824-3145.9

E. Upon completion of construction of the Kayak Launch, Grantee shall assign this Agreement to the City of Jacksonville (“City”) and the City plans to make the Kayak Launch available to the public.

NOW, THEREFORE, in consideration of Ten Dollars and No/100 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

2. Grant of Easement. Grantor hereby grants to Grantee and Grantee’s successors and assigns, and their respective contractors, invitees, licensees, tenants and employees, a non-exclusive perpetual access easement over, under, through and across the Kayak Launch Easement Area for the purpose of ingress and egress to and from the Kayak Launch, including the operation, maintenance, repair and replacement thereof (the “**Kayak Launch Easement**”). Within ninety (90) days after completion of construction of the Kayak Launch, Grantee shall provide Grantor an as-built survey of the Kayak Launch. The Kayak Launch Easement Area is contiguous to, and a portion thereof is a part of, the Path Easement Area (as defined in that certain Multi-Use Path Easement Agreement executed by Grantor and Grantee dated July 12, 2018, and recorded July 13, 2018, in Official Records Book 18455, Page 212, in the public records of Duval County, Florida, as amended and assigned thereafter). In addition, Grantor hereby transfers, conveys and assigns to Grantee and Grantee’s successors and assigns all of Grantor’s right, title and interest in and to all of Grantor’s riparian rights with respect to the Kayak Launch Easement Area, which riparian rights shall revert back to Grantor upon termination of this Agreement.

3. Design Approval. The design and construction of the Kayak Launch shall be subject to the review and written approval of Grantor, which shall not be unreasonably withheld or delayed. Grantee acknowledges that the review and approval process may include obtaining permit(s), authorization(s) or approval(s) from the Florida Department of Environmental Protection (“**FDEP**”) and the St. Johns River Water Management District, together with approvals from other applicable governmental entities. Grantor agrees to cooperate in connection with Grantee’s application or obtaining of such permit(s), authorization(s), or approval(s). Grantee further acknowledges that there are existing utility lines within the Kayak Launch Easement Area which shall not be adversely impacted by the construction and use of the Kayak Launch, and Grantor will provide to Grantee as-built information showing the locations of these underground utility lines.

4. Kayak Launch Construction.

(a) Grantor hereby grants to Grantee, its successors and assigns, and their respective contractors, invitees, licensees, tenants and employees, a temporary, non-exclusive easement and right over, under, through and across the Grantor Parcel for the construction of the Kayak Launch (the “**Construction Easement**”). The Construction Easement will terminate upon the earlier of December 31, 2025, or the date that is ninety (90) days after the completion of



construction of the Kayak Launch. If the Construction Easement terminates prior to the construction of the Kayak Launch, this Agreement shall also terminate at such time.

(b) Grantee represents, warrants and covenants to Grantor that: (i) Grantee has obtained or will obtain all approvals needed from applicable governmental entities for the construction and use of the Kayak Launch, and (ii) Grantee has used or will use sound engineering practices to design the Kayak Launch.

(c) The Grantee shall comply with all applicable laws, ordinances, rules or regulations of every kind pertaining to the construction of the Kayak Launch, including, if applicable, that certain Brownfield Site Rehabilitation Agreement and Clean Closure Plan dated August 1, 2001 (as may be amended), between the FDEP and Grantor, together with various requirements included in or imposed by FDEP's approval of plans, reports, petitions, institutional controls, and engineering controls pursuant to the Brownfield Site Rehabilitation Agreement and Clean Closure Plan (as may be amended), as such Brownfield Site Rehabilitation Agreement and Clean Closure Plan or requirements now exist or may be amended in the future (collectively and as amended, the "BSRA"). Grantee shall perform such work using commercially reasonable diligence and care and shall not allow any liens to be placed upon the Grantor Property in connection therewith. In the event such a lien is so filed, Grantee shall cause the same to be discharged of record within thirty (30) days of such filing. The construction work shall be coordinated with Grantor and the City Department of Public Works, with Grantee providing not less than thirty (30) days' advance written notice to Grantor of commencement of the work, and Grantee shall provide periodic updates upon request by Grantor and the City Department of Public Works. Grantor and the City Department of Public Works shall be entitled to inspect and supervise such work but shall have no obligation to do so. Grantee shall use commercially reasonable efforts to minimize any disturbance to the Grantor Property outside of the Kayak Launch Easement Area. Any excavated material shall be properly handled, stored and/or disposed of in accordance with environmental requirements and the BSRA (as applicable). Upon the completion of the work, Grantee shall remove all debris, materials and equipment in connection with the construction work, and shall restore the Grantor Property outside of the Kayak Launch Easement Area to substantially the same condition as existed prior to such work.

(d) Grantee hereby agrees to indemnify, defend, and hold Grantor harmless from and against any and all damages, claims, actions, costs, losses and expenses incurred by Grantor in connection with the injury or death of any person, or damage to the property of any person arising out of or in connection with Grantee's construction activities performed under this Agreement, except to the extent caused by Grantor's negligent act or omission or willful misconduct.

(e) Grantee shall cause its contractors who enter the Grantor Property to procure and maintain insurance in full force and effect throughout the duration of such entry in accordance with the requirements set forth in Section 9 below.

(f) Grantee may assign the Construction Easement granted herein to the District Community Development District ("CDD"); provided that the CDD executes an assignment and assumption agreement reasonably acceptable to Grantor.

5. Maintenance. The Kayak Launch will be maintained (in a safe, neat and clean manner), repaired and replaced by Grantee or CDD, at no cost to Grantor, in accordance with all applicable ordinances, codes, rules, and regulations. The Kayak Launch Easement includes the right of Grantee and CDD to reasonably access the Grantor Property for the purposes of maintaining, repairing and replacing, as applicable, the Kayak Launch as set forth above and in accordance with the applicable requirements in Section 4 above; provided, however, that Grantee and CDD shall provide not less than five (5) business days' written notice to Grantor prior to accessing the Grantor Property for said purposes.

6. Grantor's Maintenance of Grantor Facilities. Grantor reserves the right to access, maintain, repair, replace, enhance, modify, expand and operate Grantor's underground force main and water main now or hereafter located on the Grantor Property (collectively, the "**Grantor's Utility Rights**"). Such reserved Grantor's Utility Rights shall not be impaired or superseded by the transfer of any riparian rights with respect to the Kayak Launch Easement Area. Except in cases of emergency, Grantor shall provide not less than five (5) business days' written notice to Grantee, City and CDD prior to accessing the Grantor Property for such Grantor's Utility Rights and an opportunity for Grantee, City or CDD to remove any portion of the Kayak Launch or Path Easement Area reasonably required to be removed in connection with said Grantor's Utility Rights. Grantor shall use reasonable efforts to minimize any disruption to the Kayak Launch and Path Easement Area during the exercise of Grantor's Utility Rights. Upon conclusion of the exercise of any Grantor's Utility Rights, Grantor shall cause all debris and materials incident to its activities to be removed from Grantor's Property, and Grantee, City or CDD, to the extent reasonably possible and in Grantee's, City's or CDD's sole discretion, shall restore the Kayak Launch and Path Easement Area to its pre-existing condition.

7. Indemnification. Grantee hereby agrees to indemnify, defend, and hold Grantor harmless from and against any and all damages, claims, actions, costs, losses and expenses incurred by Grantor in connection with the injury or death of any person, or damage to the property of any person arising out of or in connection with Grantee's breach of the terms of this Agreement or the use or existence of the Kayak Launch Easement or rights granted by this Agreement, except to the extent caused by Grantor's negligent act or omission or willful misconduct.

8. Environmental Matters. Grantee acknowledges and agrees that the Grantor Property and Kayak Launch Easement Area may be environmentally sensitive areas and may contain hazardous substances arising from prior uses on or adjacent to said lands. Grantor makes no representations or warranties with respect to the environmental condition of the Grantor Property and Kayak Launch Easement Area, and Grantee accepts the Kayak Launch Easement Area in its as-is condition. Grantee shall use commercially reasonable efforts to avoid adverse impacts to the environmental condition of the Grantor Property and Kayak Launch Easement Area, and Grantee shall be responsible for any liabilities, cost, damage, and harm arising from the environmental condition of the Kayak Launch Easement Area to the extent arising from or affected or impacted by the construction, maintenance, repair or use of the Kayak Launch Easement Area or the Kayak Launch. If during construction, maintenance, repair, or use of the Kayak Launch an environmental condition in violation of applicable laws is encountered, Grantee shall notify Grantor promptly within three (3) business days, and Grantor may require Grantee to discontinue construction, maintenance, repair, or use of the Kayak Launch until such



condition is adequately addressed as determined in Grantor's reasonable discretion in accordance with applicable laws. Grantee hereby agrees to indemnify, defend, and hold Grantor harmless from and against any and all damages, claims, actions, costs, losses and expenses incurred in connection with the environmental condition of the Kayak Launch Easement Area and any lands, to the extent affected or impacted by the construction, maintenance, repair, or use of the Kayak Launch.

9. Insurance. Grantee shall procure and maintain in full force and effect throughout the term of this Agreement insurance of the types and in the minimum amounts stated below:

| Schedule                                                                                                                                                                                                                                         | Amount                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <u>Workers' Compensation</u><br>Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts)                                                                                                                         | Statutory Limits (Workers' Compensation) (including \$500,000 each accident (Employer's Liability))                       |
| <u>Commercial General Liability</u><br>Premises-Operations<br>Products-Completed Operations<br>Contractual Liability<br>Independent Contractors<br>Broad Form Property Damage<br>Explosion<br>Collapse and Underground<br>Hazards (XCU Coverage) | \$1,000,000 each occurrence<br>\$2,000,000 annual aggregate for bodily injury and property damage, combined single limit. |
| <u>Automobile Liability</u><br>All autos-owned, hired, or non-owned                                                                                                                                                                              | \$1,000,000 each occurrence, combined single limit                                                                        |
| <u>Excess or Umbrella Liability</u><br>(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability)                                              | \$2,000,000 each occurrence and annual aggregate                                                                          |
| <u>Professional Liability (If Applicable)</u><br>(Architects and Engineers)                                                                                                                                                                      | \$1,000,000 each claim<br>\$2,000,000 annual aggregate                                                                    |

The Commercial General Liability, Excess or Umbrella Liability, and Professional Liability policies for Grantee's contractors performing construction work pursuant to Section 4 of this Agreement shall be effective for two (2) years after the construction work is completed.

The indemnification provisions of this Agreement are separate and are not limited by the type of insurance or insurance amounts stated above.

Grantee and Grantee's contractors shall specify Grantor as an additional insured for all coverage except Workers' Compensation, Employer's Liability, and Professional Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by Grantor. Grantee and Grantee's contractors shall include a Waiver of Subrogation on all required insurance in favor of Grantor, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to Grantor. Prior to commencing any construction work under this Agreement, certificates evidencing the maintenance of the insurance shall be furnished to Grantor for approval.

Grantee's and its contractors' Certificates of Insurance shall be mailed to Grantor (Attn. Procurement Services), Customer Care Center, 6<sup>th</sup> Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by Grantor.

10. Reservation of Rights. Grantor reserves any and all rights to the Kayak Launch Easement Area which are not inconsistent with the rights granted herein.

11. Termination. Notwithstanding that the Kayak Launch Easement is referred to as perpetual in Section 2 above, this Agreement and the Kayak Launch Easement may be terminated by Grantor upon written notice to Grantee: (a) at such time as the use of the Kayak Launch has discontinued or been abandoned for a period of six (6) months and such use of the Kayak Launch has not recommenced within sixty (60) days after written notice from Grantor to Grantee; provided that, if, despite using diligent, commercially reasonable efforts, such use cannot reasonably be recommenced within such sixty (60) day period, Grantor shall not be permitted to terminate this Agreement so long as Grantee is using diligent, commercially reasonable efforts to recommence use thereof, (b) in the event of a violation or breach of this Agreement by Grantee (such as, but not limited to, Grantee's failure to properly maintain the Kayak Launch) if the violation or breach is not cured within sixty (60) days after written notice from Grantor to Grantee; provided that, if, despite using diligent, commercially reasonable efforts, such violation or breach cannot reasonably be cured within such sixty (60) day period, Grantor shall not be permitted to terminate this Agreement so long as Grantee is using diligent, commercially reasonable efforts to cure such violation or breach, (c) in the event of an ongoing violation of law or identification of an environmental condition of the Kayak Launch Easement Area (except for any pre-existing environmental conditions) which is inconsistent with the use of the Grantor Property for the Kayak Launch and for which Grantor would incur material expense to remedy (unless, subject to Grantor's approval, Grantee remedies such matter at Grantee's expense using commercially reasonable diligence), (d) in the event that users of the Kayak Launch routinely deviate from the Kayak Launch onto the adjacent Grantor Property other than the Path Easement Area (with an example of routine deviation being three (3) such trespasses onto the Grantor Property in any ninety (90) day period) and such trespasses onto Grantor's Property has not been cured within sixty (60) days after written notice from Grantor to Grantee; provided that, if, despite using diligent, commercially reasonable efforts, such trespasses cannot reasonably be cured within such sixty (60) day period, Grantor shall not be permitted to terminate this Agreement so long as Grantee is using diligent, commercially reasonable efforts to cure the trespasses or (e) in the event the SSL Lease is terminated. Grantee may terminate this Agreement and the Kayak Launch Easement at any time upon written notice to Grantor. In the event of termination, upon the request of Grantor, Grantee shall remove the Kayak Launch improvements and restore the Kayak Launch Easement Area to a neat, clean, and stabilized

condition. The indemnification provisions contained in this Agreement shall survive the termination of this Agreement with respect to matters that occur prior to the termination of this Agreement.

12. Covenants Run with the Land. The terms of this Agreement and the Kayak Launch Easement established hereby will constitute covenants running with, and will be appurtenant to, the land affected; provided, however, that if this Agreement is assigned to the City, the Kayak Launch Easement shall be an easement in gross as of the date of the assignment. All terms of this Agreement and the Kayak Launch Easement established hereby will inure to the benefit of and be binding upon any party that has, or obtains, an interest in the Benefited Property or Burdened Property. Grantor hereby warrants that it has full title to the Grantor Property and has full authority to grant the Kayak Launch Easement herein granted, and that it will defend the same against the lawful claims of all persons whomsoever. In the event that ownership of the Kayak Launch Easement Area is transferred by Grantor, such new owner shall be responsible for the obligations hereunder and the transferring Grantor entity shall be released from any and all obligations and liabilities arising after the date of the transfer.

13. Assignment. Grantee may assign its rights and obligations under this Agreement to the CDD, City or another governmental entity, upon which Grantee shall be released from its obligations and liabilities arising after the date of the assignment, including, but not limited to, the obligations of Grantee to provide insurance and indemnification for matters arising after the date of the assignment. If this Agreement is assigned to the City, then Section 9 of this Agreement with respect to insurance shall not apply to the City due to the presence of the City's self-insurance program, and any indemnification by the Grantee pursuant to this Agreement, including pursuant to Section 7 of this Agreement, shall not apply to the City or the CDD for matters arising after the effective date of the assignment. If this Agreement is assigned to the CDD, the CDD shall execute an assignment and assumption agreement reasonably acceptable to Grantor.

14. Notices. Any notice required or desired to be given under this Agreement will be in writing and will be hand delivered or deposited with a national overnight courier service, at the address of each Party first above written. Notices will be effective upon receipt or refusal. Any Party may change its address for notice by providing notice of such change and recording a copy thereof in the public records of Duval County, Florida. Until such notice of change is given and recorded as required herein, the last address of said party will be deemed to be the proper address of said Party.

15. Interpretation. This Agreement contains all of the agreements and understandings of the Parties with respect to the subject matter hereof, and may not be modified except by a writing signed by both Parties. This Agreement will be governed by and construed in accordance with the laws of the State of Florida (excluding conflict of law principles). If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby; it will not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. The section headings in this Agreement are for convenience only, will in no way define or limit the scope or content of this Agreement, and will not be considered in its construction or interpretation. Nothing in this Agreement will be

construed to make the Parties hereto partners or joint venturers or create a principal-agent relationship or render any of said parties liable for the debts or obligations of the other.

16. Attorneys' Fees; Waiver of Jury Trial. In the event it becomes necessary for either Party hereto to file suit against the other Party to enforce this Agreement or any provision contained herein, the Party prevailing in such suit will be entitled to recover from the non-prevailing Party, in addition to all other remedies or damages as provided herein, the reasonable fees and expenses of attorneys incurred in such suit before or at trial, on appeal, in bankruptcy, or in any collection or dispute resolution proceeding, and regardless of whether such expenses are taxable or non-taxable under any applicable statute, rule, or guideline. The Parties hereby knowingly, irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any action or proceeding brought by any Party against another Party under this Agreement. The provisions of this section will survive the termination or expiration of this Agreement for any reason.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original, and all of which will constitute one and the same instrument, even though both Parties may not have signed the same counterpart.



IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective duly authorized representatives, effective as of the day and year first above written.

Witnesses:

GRANTOR:

JEA, a body politic and corporate

By:

Name: Jordan A. Pope

Title: Director, Administrative Services

Address: 225 North Pearl Street  
Jacksonville, FL 32202

Name printed: R. L. Traub

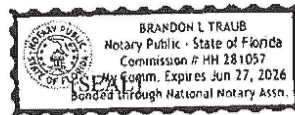
Address: 225 N. Pearl St.  
Jacksonville, FL 32202

Name printed: Brian Dawson

Address: 200 W. Forsyth St.  
Jacksonville, FL 32202

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on 8/7, 2024, by, Jordan A. Pope, the Director, Administrative Services of JEA, a body politic and corporate, on behalf of the corporation. He is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification.



Name: R. L. Traub  
NOTARY PUBLIC, State of Florida

Serial Number (if any)

My Commission Expires:

Address:

Form Approved for JEA

By: [Signature]  
JEA Legal Counsel

4863-4824-3145.9

Signed, sealed and delivered  
in the presence of:

Madelaine P Rehfeld  
Name printed: MADELGINE P REHFELD  
Address: 2121 N PEARL ST., #600  
DALLAS, TX 75201  
Trace Schult  
Name printed: TRACE SCHULT  
Address: 2121 N PEARL ST. #600  
Dallas, TX 75201

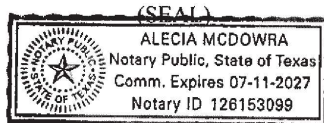
**GRANTEE:**  
**ELEMENTS DEVELOPMENT OF**  
**JACKSONVILLE, LLC**, a Florida limited  
liability company

By: **PHCC LLC**, a Delaware limited liability  
company, d/b/a Preston Hollow Community  
Capital, its Manager

By: John Dinan  
Name: John Dinan  
Its: Authorized Signatory  
2121 N. Pearl Street, Suite 600  
Dallas, TX 75201

STATE OF TEXAS  
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, on August 8, 2024, by, John Dinan, the Authorized Signatory of  
PHCC LLC, a Delaware limited liability company, d/b/a Preston Hollow Community Capital,  
the Manager of ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC, a Florida limited  
liability company, on behalf of the company. He is ☒ personally known to me or ☐  
has produced \_\_\_\_\_ as identification.



Alecia McDowra  
Name: Alecia McDowra  
NOTARY PUBLIC, State of ~~Florida~~ Texas  
Serial Number (if any) 126153099  
My Commission Expires: July 11, 2027  
Address: 2121 N. Pearl Street #600  
Dallas, TX 75201

4863-4824-3145.9

**EXHIBIT A**

**Legal Description of the Grantor Property**

**WOODLAND PRESERVE PARCEL**

A PART OF SECTION 45, THE ISAAC HENDRICKS GRANT AND A PART OF SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 14316, PAGE 1471 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID SOUTHEAST CORNER LYING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE NORTH 34 DEGREES 27 MINUTES 40 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 418.21 FEET TO THE NORTHEAST CORNER OF SAID LANDS AND THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, NORTH 82 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 178.61 FEET; THENCE SOUTH 10 DEGREES 35 MINUTES 35 SECONDS EAST, A DISTANCE OF 8.09 FEET TO A POINT HEREIN AFTER REFERRED TO AS REFERENCE POINT "A", SAID POINT LYING IN THE CENTER OF A DRAINAGE CANAL; THENCE IN A GENERAL NORTHEASTERLY DIRECTION, ALONG SAID CENTER OF SAID DRAINAGE CANAL, 733 FEET, MORE OR LESS TO ITS INTERSECTION WITH THE WATERS OF THE ST. JOHNS RIVER, THENCE IN A GENERAL NORTHWESTERLY DIRECTION, DEPARTING SAID CENTER OF SAID DRAINAGE CANAL AND ALONG SAID WATERS OF THE ST. JOHNS RIVER, 362 FEET, MORE OR LESS TO ITS INTERSECTION OF A LINE BEARING NORTH 40 DEGREES 44 MINUTES 03 SECONDS EAST, 741.09 FEET FROM SAID REFERENCE POINT "A"; THENCE SOUTH 23 DEGREES 45 MINUTES 12 SECONDS WEST, DEPARTING SAID WATERS OF THE ST. JOHNS RIVER, A DISTANCE OF 356.01 FEET; THENCE SOUTH 86 DEGREES 36 MINUTES 07 SECONDS WEST, A DISTANCE OF 885.56 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 14316, PAGE 1471 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 61 DEGREES 23 MINUTES 40 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 416.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.68 ACRES, MORE OR LESS.

A-1

4863-4824-3145.9

**EXHIBIT B**

**Legal Description of the Benefited Property**

Parcel 1:

DEVELOPMENT PARCEL (DP):

ALL OF LOTS 7 THROUGH 10, WATER LOTS SECOND SERIES, REEDS FOURTH SUBDIVISION OF SOUTH JACKSONVILLE, AS SHOWN ON THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 46 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A PART OF KANSAS STREET, A 60 FOOT RIGHT OF WAY, CLOSED BY ORDINANCE BB-246 AND A PART OF SECTIONS 44 AND 45, THE ISAAC HENDRICKS GRANT, AND A PART OF SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE NORTH 02 DEGREES 27 MINUTES 30 SECONDS EAST, 240.42 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, NORTH 02 DEGREES 27 MINUTES 30 SECONDS EAST, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, THE NORTHERLY PROLONGATION THEREOF, AND ALONG THE WESTERLY LINE OF SAID LOT 7, WATER LOTS SECOND SERIES, REEDS FOURTH SUBDIVISION OF SOUTH JACKSONVILLE; A DISTANCE OF 822.36 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 7; THENCE NORTH 27 DEGREES 38 MINUTES 14 SECONDS EAST, DEPARTING SAID WESTERLY LINE AND ALONG THE EASTERLY LINE AND NORTHEASTERLY PROJECTION OF THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5103, PAGE 759 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, A DISTANCE OF 283.34 FEET TO A POINT ON A LINE BEING THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE EASTERLY ALONG LAST SAID LINE THE FOLLOWING 14 COURSES: COURSE 1, THENCE NORTH 72 DEGREES 33 MINUTES 56 SECONDS EAST, 61.48 FEET; COURSE 2, THENCE SOUTH 73 DEGREES 04 MINUTES 04 SECONDS EAST, 220.55 FEET TO A POINT ON THE FACE OF AN EXISTING SEAWALL; COURSE 3, THENCE NORTH 27 DEGREES 29 MINUTES 56 SECONDS EAST ALONG SAID EXISTING SEAWALL, 25.35 FEET; COURSE 4, THENCE SOUTH 62 DEGREES 16 MINUTES 12 SECONDS EAST CONTINUING ALONG SAID EXISTING SEAWALL, 154.29 FEET; COURSE 5, THENCE SOUTH 17 DEGREES 34 MINUTES 47 SECONDS EAST DEPARTING SAID EXISTING SEAWALL, 23.74 FEET; COURSE 6, THENCE SOUTH 39 DEGREES 24 MINUTES 04 SECONDS EAST, 32.94

B-1

4863-4824-3145.9



FEET; COURSE 7, THENCE SOUTH 50 DEGREES 13 MINUTES 49 SECONDS EAST,  
74.57 FEET

B-2

4863-4824-3145.9

TO A POINT ON THE FACE OF AN EXISTING SEAWALL; COURSE 8, THENCE SOUTH 62 DEGREES 32 MINUTES 42 SECONDS EAST ALONG SAID EXISTING SEAWALL, 100.76 FEET; COURSE 9, THENCE NORTH 71 DEGREES 02 MINUTES 59 SECONDS EAST CONTINUING ALONG SAID EXISTING SEAWALL, 31.40 FEET; COURSE 10, THENCE SOUTH 62 DEGREES 38 MINUTES 03 SECONDS EAST CONTINUING ALONG SAID EXISTING SEAWALL, 447.96 FEET; COURSE 11, THENCE SOUTH 62 DEGREES 16 MINUTES 36 SECONDS EAST CONTINUING ALONG SAID EXISTING SEAWALL, 156.94 FEET; COURSE 12, THENCE SOUTH 78 DEGREES 43 MINUTES 28 SECONDS EAST DEPARTING SAID EXISTING SEAWALL, 60.20 FEET; COURSE 13, THENCE SOUTH 56 DEGREES 36 MINUTES 20 SECONDS EAST, 348.39 FEET; COURSE 14, THENCE SOUTH 26 DEGREES 50 MINUTES 05 SECONDS EAST, 107.15 FEET TO THE POINT OF TERMINATION OF SAID LINE DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 72 DEGREES 27 MINUTES 52 SECONDS WEST, 53.09 FEET TO A POINT ON THE WATERS OF THE ST. JOHNS RIVER; THENCE SOUTH 23 DEGREES 45 MINUTES 12 SECONDS WEST DEPARTING SAID WATERS OF THE ST. JOHNS RIVER, 356.01 FEET; THENCE SOUTH 86 DEGREES 36 MINUTES 07 SECONDS WEST, 885.56 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 14316, PAGE 1471 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 61 DEGREES 14 MINUTES 42 SECONDS WEST, 189.34 FEET; THENCE NORTH 85 DEGREES 43 MINUTES 46 SECONDS WEST, 481.49 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE AND THE POINT OF BEGINNING.

LESS AND EXCEPT THOSE LANDS CONVEYED PURSUANT TO THOSE SPECIAL WARRANTY DEEDS RECORDED IN (1) OFFICIAL RECORDS BOOK 19523, PAGE 1358 AS CORRECTED BY SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 20187, PAGE 413, AS CORRECTED IN OFFICIAL RECORDS BOOK 20519, PAGE 395 (2) OFFICIAL RECORDS BOOK 19523, PAGE 1444, (3) OFFICIAL RECORDS BOOK 20187, PAGE 425 AS CORRECTED AND RECORDED IN OFFICIAL RECORDS BOOK 20519, PAGE 407 and (4) OFFICIAL RECORDS BOOK 20032, PAGE 912.

LESS AND EXCEPT TRACTS 3A AND 9B PURSUANT TO THE PLAT OF RIVERSEDGE RECORDED IN PLAT BOOK 82, PAGES 114 THROUGH 121 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

Parcel 2:

NORTH ½ IOWA STREET:

THE NORTH 1/2 OF IOWA STREET CLOSED, VACATED AND ABANDONED BY ORDINANCE NO. FF- 265 LYING SOUTHERLY, ADJACENT AND CONTIGUOUS TO LOT'S 1 AND 15, BLOCK 5, REEDS SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 46, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

B-3

4863-4824-3145.9

Parcel 3:

REMAINDER PARCEL:

LOTS 1 THROUGH 3 AND LOTS 13 THROUGH 15, A PORTION OF LOTS 4 AND 12, A PORTION OF AN ALLEY, ALL LYING IN BLOCK 5 AND A PORTION OF COLORADO AVENUE (FORMERLY WISCONSIN AVENUE) AS SHOWN ON THE PLAT OF REEDS FOURTH SUBDIVISION OF SOUTH JACKSONVILLE AS RECORDED IN PLAT BOOK 1, PAGE 46 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 15, BLOCK 5 OF SAID REEDS FOURTH SUBDIVISION, SAID POINT BEING THE POINT OF INTERSECTION OF THE FORMER NORTHERLY RIGHT OF WAY LINE OF IOWA STREET (A 60 FOOT RIGHT OF WAY CLOSED BY ORDINANCE FF- 265) AND THE EASTERLY RIGHT OF WAY LINE OF MONTANA AVENUE (FORMERLY ATLANTIC AVENUE) (A 30' RIGHT OF WAY AS SHOWN ON THE PLAT OF SAID REEDS FOURTH SUBDIVISION); THENCE SOUTH 87 DEGREES 33 MINUTES 46 SECONDS EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ALONG SAID FORMER NORTHERLY RIGHT OF WAY LINE AND THE EASTERLY PROJECTION THEREOF, A DISTANCE OF 269.59 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COLORADO AVENUE (FORMERLY WISCONSIN AVENUE) (A 60 FOOT RIGHT OF WAY CLOSED BY ORDINANCE FF-265); THENCE NORTH 02 DEGREES 27 MINUTES 30 SECONDS EAST, ALONG LAST SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 188.95 FEET; THENCE NORTH 86 DEGREES 44 MINUTES 19 SECONDS WEST, DEPARTING LAST SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 236.96 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48 DEGREES 15 MINUTES 41 SECONDS WEST, 35.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 03 DEGREES 15 MINUTES 41 SECONDS WEST, A DISTANCE OF 9.40 FEET; THENCE NORTH 86 DEGREES 44 MINUTES 19 SECONDS WEST, A DISTANCE OF 7.28 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF MONTANA AVENUE; THENCE SOUTH 02 DEGREES 25 MINUTES 07 SECONDS WEST, ALONG LAST SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 158.44 FEET TO THE POINT OF BEGINNING.

Parcel 4:

TRACT EE RESERVED TRACT:

A PART OF SECTION 45, THE ISAAC HENDRICKS GRANT LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

B-4

4863-4824-3145.9

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 240.42 FEET TO THE INTERSECTION OF THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18455, PAGE 205 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE S85°43'46"E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 481.49 FEET; THENCE S61°14'42"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 189.34 FEET; THENCE N86°36'07"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 15.37 FEET; THENCE N22°27'19"E, DEPARTING SAID SOUTH LINE, A DISTANCE OF 27.78 FEET TO THE POINT OF BEGINNING; THENCE S86°36'07"W, A DISTANCE OF 20.28 FEET; THENCE N61°14'42"W, A DISTANCE OF 86.27 FEET; THENCE N22°27'19"E, A DISTANCE OF 1.01 FEET; THENCE S61°14'42"E, A DISTANCE OF 86.09 FEET; THENCE N86°36'07"E, A DISTANCE OF 19.37 FEET; THENCE N22°27'19"E, A DISTANCE OF 48.13 FEET; THENCE S69°41'16"E, A DISTANCE OF 1.00 FEET; THENCE S22°27'19"W, A DISTANCE OF 48.80 FEET TO THE POINT OF BEGINNING.

B-5

4863-4824-3145.9





Legal Description of Kayak Launch Easement Area

KAYAK LAUNCH EASEMENT AREA

A PORTION OF SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT "9B", RIVERSEDGE AS RECORDED ON THE PLAT THEREOF IN PLAT BOOK 82, PAGES 114 THROUGH 121 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE N23°45'12"E, A DISTANCE OF 75.46 FEET TO THE MOST SOUTHERLY CORNER OF TRACT "F-2" OF SAID RIVERSEDGE; THENCE N72°27'52"E, ALONG THE SOUTHEASTERLY LINE OF SAID TRACT "F-2", A DISTANCE OF 15.93 FEET TO THE INTERSECTION OF THE MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TEN (10) COURSES: COURSE ONE (1): S01°22'41"E, 24.66 FEET; COURSE TWO (2): S05°59'21"E, 23.44 FEET; COURSE THREE (3): S10°00'48"E, 35.30 FEET; COURSE FOUR (4): S14°58'28"E, 21.08 FEET; COURSE FIVE (5): S26°54'49"E, 13.63 FEET; COURSE SIX (6): S44°56'37"E, 13.36 FEET; COURSE SEVEN (7): S39°42'01"E, 36.70 FEET; COURSE EIGHT (8): S42°02'56"E, 16.34 FEET; COURSE NINE (9): S39°45'43"E, 18.64 FEET; COURSE TEN (10): S31°05'41"E, 29.64 FEET; THENCE S51°11'23"W, DEPARTING SAID MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER, A DISTANCE OF 24.92 FEET; THENCE N38°50'45"W, A DISTANCE OF 188.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 7,462 SQUARE FEET / 0.17 ACRES, MORE OR LESS.

C-2

4863-4824-3145.9

THIS INSTRUMENT PREPARED BY  
AND RECORD AND RETURN TO:

David C. Cook  
Foley & Lardner LLP  
One Independent Drive, Suite 1300  
Jacksonville, Florida 32202  
119706-0110

Tax Parcel ID#: 080096-0450, 080096-  
0465, 080096-0525, 080096-0540

**CORRECTIVE SPECIAL WARRANTY DEED**

THIS **CORRECTIVE SPECIAL WARRANTY DEED** is made and executed this <sup>5<sup>th</sup></sup> day of December, 2022, by **ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC**, a Florida limited liability company, whose mailing address is c/o PHCC LLC, 1717 Main Street, Suite 3900, Dallas, TX 75201 ("**Grantor**") and **DISTRICT COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under the laws of the State of Florida, whose address is, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 ("**Grantee**").

**RECITALS:**

WHEREAS, that certain Corrective Special Warranty Deed dated February 22, 2022 executed by Grantor in favor of Grantee and recorded in Official Records Book 20187, page 413 of the public records of Duval County, Florida (the "**Corrective Deed**") and that certain Special Warranty Deed recorded in Official Records Book 19523, page 1358 of the public records of Duval County, Florida (the "**Original Deed**") contained erroneous language limiting Grantee's use of the Property for public rights of way and other public purposes related to said rights-of-way; and

NOW, THEREFORE, this Corrective Special Warranty Deed is made by Grantor and Grantee to delete the erroneous language regarding use of the Property being limited to public rights-of-way and other public purposes related to said public rights-of-way in the Corrective Deed and Original Deed.

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged,

CLERK'S NOTE: This Corrective Special Warranty Deed is given to delete erroneous language in the Original Deed recorded in Official Records Book 19523, page 1358 and in the Corrective Deed recorded in Official Records Book 20187, page 413, both of the public records of Duval County, Florida. Proper deed documentary stamp taxes were paid at the time of recording the Original Deed.

4853-9547-9873.2

by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Duval County, Florida, which is described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF (THE "PROPERTY")

TOGETHER with all tenements, hereditaments, improvements (if any), easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever; SUBJECT, HOWEVER to the exceptions set forth on EXHIBIT B attached hereto, if any, but this provision shall not operate to reimpose same.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey the property; and that the Property is free of all encumbrances except the matters herein-above mentioned to which this Deed is made subject. Subject to the matters set forth on EXHIBIT B, Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor. Grantee hereby assumes payment of real estate taxes and assessments, if any, for the current and subsequent years due to change in land usage, ownership, or both.

Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

4853-9547-9873.2



IN WITNESS WHEREOF, the undersigned Grantor and Grantee have executed this Corrective Special Warranty Deed effective as of the day and year first above written.

**GRANTOR:**

Signed and sealed  
in the presence of:

**ELEMENTS DEVELOPMENT OF  
JACKSONVILLE, LLC**, a Florida limited  
liability company

By: **PHCC LLC**, a Delaware limited liability  
company, d/b/a Preston Hollow Community  
Capital, its Manager

Michel Benitez  
Print Name: Michel Benitez

Kandice Stephens  
Print Name: Kandice Stephens

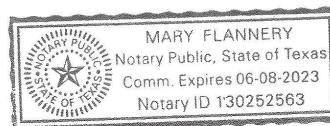
By: John Dinan  
Name: John Dinan  
Its: General Counsel and Secretary

STATE OF TEXAS  
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 8<sup>th</sup> day of December, 2022, by John Dinan, the General Counsel and  
Secretary of PHCC LLC, a Delaware limited liability company, d/b/a Preston Hollow Community  
Capital, the Manager of Elements Development of Jacksonville, LLC, a Florida limited liability  
company, on behalf of the company. He/she either [ ] is personally known to me or [ ] has  
produced a \_\_\_\_\_ state driver's license as identification.

Mary Flannery  
Signature of Notary  
Notary Public, State of Texas  
Printed Name: Mary Flannery  
Commission No.: 130252563  
My commission expires: 6/8/2023

[NOTARIAL SEAL]



S-1

4853-9547-9873.2

GRANTEE:

DISTRICT COMMUNITY DEVELOPMENT  
DISTRICT

Signed and sealed  
in the presence of:

Jean B Patton  
Print Name: Jean B Patton

[Signature]  
Print Name: John Dodson

By: [Signature]  
Name: Arthur E. Lancaster  
Its: Chairman

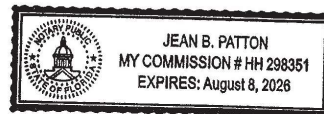
STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 2nd day of December, 2022, by Arthur E. Lancaster the Chairman  
of District Community Development District, a community development district  
established pursuant to Chapter 190, Florida Statutes, on behalf of the district. Such person is  
(notary must check applicable box):

- ☒ is personally known to me; or  
☐ produced a current \_\_\_\_\_ driver's license as identification; or  
☐ produced \_\_\_\_\_ as identification.

Jean B. Patton  
Print name: Jean B Patton  
Notary Public, State of Florida  
My commission Expires: 8/8/2026  
Commission No.: 298351  
(NOTARIAL SEAL)



S-2

4853-9547-9873.2

**EXHIBIT "A"**

**PROPERTY**

CDD BROADCAST EXTENSION PARCEL

A PART OF SECTION 44, THE ISAAC HENDRICKS GRANT, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 240.42 FEET TO THE POINT OF BEGINNING; THENCE N02°27'30"E, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 227.17 FEET; THENCE N29°04'05"E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 2.58 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1546.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 242.39 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N33°33'34"E, 242.14 FEET; THENCE S37°53'33"E, A DISTANCE OF 87.27 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1461.50 FEET (THROUGH WHICH A RADIAL LINE BEARS N52°46'47"W); THENCE SOUTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 228.70 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S32°44'14"W, 228.47 FEET TO A POINT OF NON-TANGENCY; THENCE S29°29'07"W, A DISTANCE OF 15.41 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 363.36 FEET (THROUGH WHICH A RADIAL LINE BEARS N61°38'12"W); THENCE SOUTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 164.30 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S15°24'35"W, 162.90 FEET TO A POINT OF TANGENCY; THENCE S02°27'22"W, A DISTANCE OF 1.28 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18455, PAGE 205 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE N85°43'46"W, ALONG SAID SOUTH LINE, A DISTANCE OF 24.04 FEET TO SAID EASTERLY RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

CONTAINING 0.65 ACRES, MORE OR LESS.

4853-9547-9873.2

CDD OPEN SPACE EAST PARCEL

A PART OF SECTIONS 45, THE ISAAC HENDRICKS GRANT AND A PART OF SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 240.42 FEET TO THE INTERSECTION OF THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18455, PAGE 205 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE S85°43'46"E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 481.49 FEET; THENCE S61°14'42"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 189.34 FEET; THENCE N86°36'07"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 885.56 FEET; THENCE N23°45'12"E, ALONG THE SOUTHEASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 356.01 FEET TO THE FACE OF AN EXISTING SEAWALL AND THE POINT OF BEGINNING; THENCE N03°08'05"E, ALONG SAID EXISTING SEAWALL, A DISTANCE OF 48.06 FEET; THENCE N23°33'14"W, CONTINUING ALONG SAID EXISTING SEAWALL, A DISTANCE OF 50.41 FEET; THENCE N54°54'09"W, CONTINUING ALONG SAID EXISTING SEAWALL, A DISTANCE OF 342.44 FEET; THENCE N79°31'42"W, CONTINUING ALONG SAID EXISTING SEAWALL AND THE WESTERLY PROJECTION THEREOF, A DISTANCE OF 81.01 FEET; THENCE N62°36'56"W, A DISTANCE OF 604.49 FEET TO A POINT ON A LINE BEING THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910, BOTH OF SAID CURRENT PUBLIC RECORDS; THENCE EASTERLY ALONG LAST SAID LINE THE FOLLOWING 6 COURSES: COURSE 1, THENCE N71°02'59"E, 31.40 FEET; COURSE 2, THENCE S62°38'03"E, 447.96 FEET; COURSE 3, THENCE S62°16'36"E, 156.94 FEET; COURSE 4, THENCE S78°43'28"E, 60.20 FEET; COURSE 5, THENCE S56°36'20"E, 348.39 FEET; COURSE 6, THENCE S26°50'05"E, 107.15 FEET TO THE POINT OF TERMINATION OF SAID LINE DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910; THENCE S72°27'52"W, A DISTANCE 53.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.58 ACRES, MORE OR LESS.



CDD OPEN SPACE WEST PARCEL

A PART OF SECTION 44 AND 45, THE ISAAC HENDRICKS GRANT, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 1062.78 FEET; THENCE N27°38'14"E, A DISTANCE OF 255.00 FEET TO THE POINT OF BEGINNING; THENCE N27°38'14"E, A DISTANCE OF 28.35 FEET TO A POINT ON A LINE BEING THE BOUNDARY SEPARATING THE LANDS OF PRIVATE OWNERSHIP FROM THE ADJACENT STATE OWNED SOVEREIGNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9008, PAGE 1216 AND OFFICIAL RECORDS BOOK 12686, PAGE 910, BOTH OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE EASTERLY ALONG LAST SAID LINE THE FOLLOWING 7 COURSES: COURSE 1, THENCE N72°33'56"E, 61.48 FEET; COURSE 2, THENCE S73°04'04"E, 220.55 FEET TO A POINT ON THE FACE OF AN EXISTING SEAWALL; COURSE 3, THENCE N27°29'56"E ALONG SAID EXISTING SEAWALL, 25.35 FEET; COURSE 4, THENCE S62°16'12"E CONTINUING ALONG SAID EXISTING SEAWALL, 154.29 FEET; COURSE 5, THENCE S17°34'47"E DEPARTING SAID EXISTING SEAWALL, 23.74 FEET; COURSE 6, THENCE S39°24'04"E, 32.94 FEET; COURSE 7, THENCE S50°13'49"E, 74.57 FEET TO A POINT ON THE FACE OF AN EXISTING SEAWALL; THENCE N62°37'32"W ALONG SAID EXISTING SEAWALL, A DISTANCE OF 273.85 FEET; THENCE N77°01'03"W ALONG SAID EXISTING SEAWALL, A DISTANCE OF 226.29 FEET; THENCE S78°16'15"W ALONG SAID EXISTING SEAWALL, A DISTANCE OF 53.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.39 ACRES, MORE OR LESS.

CDD RIGHT OF WAY PARCEL

A PART OF SECTIONS 44 AND 45, THE ISAAC HENDRICKS GRANT AND A PART OF SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 240.42 FEET TO THE INTERSECTION OF THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18455, PAGE 205 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE S85°43'46"E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 481.49 FEET; THENCE S61°14'42"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 189.34 FEET; THENCE N86°36'07"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 15.37 FEET; THENCE N22°27'19"E, DEPARTING SAID SOUTH LINE, A DISTANCE OF 27.78 FEET TO THE POINT OF BEGINNING; THENCE S86°36'07"W, A DISTANCE OF 20.28 FEET; THENCE N61°14'42"W, A DISTANCE OF 86.27 FEET; THENCE N22°27'19"E, A DISTANCE OF 51.94 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 49.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 28.10 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N38°53'07"E, 27.72 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 26.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 14.91 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N38°53'07"E, 14.71 FEET TO A POINT OF TANGENCY; THENCE N22°27'19"E, A DISTANCE OF 88.63 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 38.25 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N21°22'19"W, 34.62 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1490.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 432.42 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N56°53'07"W, 430.91 FEET TO A POINT OF NON-TANGENCY; THENCE N55°57'12"E, A DISTANCE OF 92.65 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1400.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 377.39 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S57°14'29"E, 376.25 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS

OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 40.40 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N68°44'49"E, 36.14 FEET TO A POINT OF TANGENCY; THENCE N22°27'19"E, A DISTANCE OF 254.60 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 36.89 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N19°49'10"W, 33.63 FEET TO A POINT OF CUSP OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1596.01 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 125.27 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S64°20'34"E, 125.24 FEET TO A POINT OF CUSP OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 39.69 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S67°55'55"W, 35.65 FEET TO A POINT OF TANGENCY; THENCE S22°27'19"W, A DISTANCE OF 247.36 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 40.45 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S23°53'56"E, 36.18 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1400.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 331.17 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S77°01'39"E, 330.40 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 38.99 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N51°30'55"E, 35.16 FEET TO A POINT OF TANGENCY; THENCE N06°49'58"E, A DISTANCE OF 218.76 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 36.08 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N34°30'33"W, 33.03 FEET TO A POINT OF CUSP OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1596.01 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 123.84 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S78°04'27"E, 123.81 FEET TO A POINT OF NON-TANGENCY; THENCE S06°49'58"W, A DISTANCE OF 334.36 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1484.00 FEET; THENCE WESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 479.69 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N79°23'16"W, 477.61 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 38.14 FEET, LAST SAID CURVE BEING

SUBTENDED BY A CHORD BEARING AND DISTANCE OF S66°09'50"W, 34.55 FEET TO A POINT OF TANGENCY; THENCE S22°27'19"W, A DISTANCE OF 94.90 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 11.47 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S06°01'31"W, 11.31 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 31.54 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S06°01'31"W, 31.11 FEET TO A POINT OF TANGENCY; THENCE S22°27'19"W, A DISTANCE OF 52.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.58 ACRES, MORE OR LESS.



**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

1. Taxes and assessments for the year 2021 and subsequent years.
2. Boundary Line Certificate by The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida recorded in Official Records Book 9008, Page 1216, and Corrective Certificate recorded in Official Records Book 12686, Page 910.
3. Declaration of Restrictive Covenants recorded in Official Records Book 16254, Page 1001, and amended by First Amendment To Declaration Of Restrictive Covenant recorded in Official Records Book 16922, Page 294.
4. Notice of PCB Contaminants recorded in Official Records Book 17940, Page 1046.
5. Multi-Use Path Easement Agreement recorded in Official Records Book 18455, Page 212.
6. Utility Easement Agreement recorded in Official Records Book 18455, Page 224.
7. Post-Closing Site Access Agreement recorded in Official Records Book 18455, Page 234.
8. Notice of the Establishment of the District Community Development District recorded in Official Records Book 18605, Page 125.
9. Declaration of Consent recorded in Official Records Book 18833, Page 43, as amended and restated by the certain Restated Declaration of Consent dated December 22, 2020 and recorded in Official Records Book 19510, Page 740.
10. Final Judgment of Validation recorded in Official Records Book 19451, Page 1804.
11. Collateral Assignment Agreement (2020 Bonds) recorded in Official Records Book 19510, Page 730.
12. True-Up Agreement (2020 Bonds) recorded in Official Records Book 19510, Page 688.
13. Disclosure of Public Finance (2020 Bonds) recorded in Official Records Book 19510, Page 725.
14. Notice of Special Assessments/Governmental Lien of Record (2020 Bonds) recorded in Official Records Book 19510, Page 745.
15. Notice of Commencement recorded on December 10, 2021 in Official Records Book 20054, Page 220.
16. Notice of Commencement recorded on December 10, 2021 in Official Records Book 20054, Page 278.

4853-9547-9873.2

17. Any claim that any portion of the Property is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
18. Rights of others to use the waters of any water body extending from the Property onto other lands.
19. Subject to those matters that would be depicted by a physical inspection or accurate survey of the Property.
20. Interlocal Agreement the City of Jacksonville Downtown Investment Authority and The District Community Development District recorded on January 10, 2022 in the Official Records Book 108, Page 140.

All recording references in this Corrective Special Warranty Deed refer to the public records of Duval County, Florida.

THIS INSTRUMENT PREPARED BY  
AND RECORD AND RETURN TO:

David C. Cook  
Foley & Lardner LLP  
One Independent Drive, Suite 1300  
Jacksonville, Florida 32202

Tax Parcel ID#: 080096-0400

#### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed this 30th day of December, 2020, by **ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC**, a Florida limited liability company, whose mailing address is c/o Preston Hollow Capital, LLC, 1717 Main Street, Suite 3900, Dallas, TX 75201, hereinafter called the Grantor, to **THE CITY OF JACKSONVILLE**, a Florida municipal corporation, whose address is 117 West Duval Street, Suite 400, Jacksonville, FL 32202, hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Duval County, Florida, which is described as follows:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF (THE "PROPERTY")

TOGETHER with all tenements, hereditaments, improvements (if any), easements and appurtenances thereto belonging or in anywise appertaining

TO HAVE AND TO HOLD, the same in fee simple forever; SUBJECT, HOWEVER to the exceptions set forth on **EXHIBIT B** attached hereto.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey the property; and that the Property is free of all encumbrances except the matters herein-above mentioned to which this Deed is made subject. The Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor. Grantee hereby assumes payment of real estate taxes and assessments, if any, for the current and subsequent years due to change in land usage, ownership, or both.

4840-9311-4324.3

Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

4840-9311-4324.3

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 30<sup>th</sup> day of December, 2020.

Signed, sealed and delivered  
in the presence of:

**ELEMENTS DEVELOPMENT OF  
JACKSONVILLE, LLC**, a Florida limited  
liability company

By: **PRESTON HOLLOW CAPITAL, LLC**,  
a Delaware limited liability company, its  
Manager

Kandice Stephens  
Print Name: Kandice Stephens

John P. Bills  
Print Name: John P. Bills

By: John Dinan  
Its General Counsel and Secretary

STATE OF TEXAS  
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2020, by John Dinan, the General Counsel and Secretary of PRESTON HOLLOW CAPITAL, LLC, a Delaware limited liability company, the Manager of ELEMENTS DEVELOPMENT OF JACKSONVILLE, LLC, a Florida limited liability company, on behalf of the company. He/she either ☒ is personally known to me or ☐ has produced a \_\_\_\_\_ state driver's license as identification.

Notary Public, State of Texas  
Printed Name: Mary Flannery  
Commission No.: 130252563  
My commission expires: 6/8/23

[NOTARIAL SEAL]



4840-9311-4324.3

**EXHIBIT "A"**

**PROPERTY**

CENTRAL RIVERFRONT PARK

A PART OF SECTION 45, THE ISAAC HENDRICKS GRANT AND A PART OF SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 911.16 FEET; THENCE S87°32'30"E, A DISTANCE OF 237.31 FEET; THENCE N02°18'21"E, A DISTANCE OF 330.68 FEET; THENCE S77°01'03"E, A DISTANCE OF 133.71 FEET; THENCE S62°37'32"E, A DISTANCE OF 113.41 FEET; THENCE S62°44'48"E, A DISTANCE OF 95.15 FEET; THENCE S62°30'31"E, A DISTANCE OF 158.48 FEET TO THE POINT OF BEGINNING; THENCE N26°42'31"E, A DISTANCE OF 50.02 FEET TO THE FACE OF AN EXISTING SEAWALL; THENCE S62°32'42"E, ALONG SAID FACE OF SAID SEAWALL, A DISTANCE OF 1.85 FEET; THENCE S62°36'56"E, DEPARTING SAID FACE OF SAID SEAWALL, A DISTANCE OF 516.05 FEET; THENCE S27°23'04"W, A DISTANCE OF 164.98 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1512.00 FEET, SAID CURVE HAVING A TANGENT BEARING OF N74°37'25"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 518.63 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N64°47'49"W, 516.09 FEET TO A POINT OF NON-TANGENCY; THENCE N26°42'31"E, A DISTANCE OF 134.62 FEET TO THE POINT OF BEGINNING.

NORTHWEST RIVERFRONT PARK

A PART OF SECTION 45, THE ISAAC HENDRICKS GRANT, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 1062.78 FEET; THENCE

4840-9311 4324.3



N27°38'14"E, A DISTANCE OF 222.66 FEET; THENCE N78°16'15"E, A DISTANCE OF 68.98 FEET; THENCE S77°10'19"E, A DISTANCE OF 76.00 FEET TO THE POINT OF BEGINNING; THENCE N02°18'21"E, A DISTANCE OF 25.22 FEET TO THE FACE OF AN EXISTING HEADWALL; THENCE S77°01'03"E, ALONG SAID FACE OF EXISTING HEADWALL, A DISTANCE OF 149.45 FEET; THENCE S62°37'32"E, CONTINUING ALONG SAID FACE OF EXISTING HEADWALL, A DISTANCE OF 119.72 FEET; THENCE S27°22'28"W, DEPARTING SAID FACE OF EXISTING HEADWALL, A DISTANCE OF 50.00 FEET; THENCE N62°37'32"W, A DISTANCE OF 113.41 FEET; THENCE N77°01'03"W, A DISTANCE OF 133.71 FEET; THENCE N02°18'21"E, A DISTANCE OF 25.66 FEET TO THE POINT OF BEGINNING.

NORTHEAST RIVERFRONT PARK

A PART OF SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 911.16 FEET; THENCE S87°32'30"E, A DISTANCE OF 237.31 FEET; THENCE N02°18'21"E, A DISTANCE OF 330.68 FEET; THENCE S77°01'03"E, A DISTANCE OF 133.71 FEET; THENCE S62°37'32"E, A DISTANCE OF 113.41 FEET; THENCE S62°44'48"E, A DISTANCE OF 95.15 FEET; THENCE S62°30'31"E, A DISTANCE OF 158.48 FEET; THENCE S26°42'31"W, A DISTANCE OF 134.62 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1512.00 FEET, SAID CURVE HAVING A TANGENT BEARING OF S54°58'14"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 660.13 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S67°28'41"E, 654.90 FEET TO A POINT OF NON-TANGENCY; THENCE N27°23'20"E, A DISTANCE OF 65.44 FEET TO THE POINT OF BEGINNING; THENCE N27°23'20"E, A DISTANCE OF 78.39 FEET TO THE FACE OF AN EXISTING SEAWALL; THENCE S79°31'42"E, ALONG SAID FACE OF EXISTING SEAWALL, A DISTANCE OF 30.43 FEET; THENCE S54°54'09"E, CONTINUING ALONG SAID FACE OF EXISTING SEAWALL, A DISTANCE OF 342.44 FEET; THENCE S23°33'14"E, CONTINUING ALONG SAID FACE OF EXISTING SEAWALL, A DISTANCE OF 50.41 FEET; THENCE S03°08'05"W, CONTINUING ALONG SAID FACE OF EXISTING SEAWALL, A DISTANCE OF 48.06 FEET TO A POINT ON THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18455, PAGE 205 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE S23°45'12"W, ALONG THE EAST LINE OF LAST SAID LANDS, A DISTANCE OF 75.46 FEET; THENCE N66°14'48"W, DEPARTING SAID EAST LINE, A DISTANCE OF 117.00

4840-9311-4324.3



FEET; THENCE N23°45'12"E, A DISTANCE OF 76.49 FEET; THENCE N54°54'09"W, A DISTANCE OF 310.19 FEET; THENCE N79°31'42"W, A DISTANCE OF 3.28 FEET TO THE POINT OF BEGINNING.

RIVERWALK PARCEL #1

A PART OF SECTION 44 AND 45, THE ISAAC HENDRICKS GRANT, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 1062.78 FEET; THENCE N27°38'14"E, A DISTANCE OF 222.66 FEET TO THE POINT OF BEGINNING; THENCE N78°16'15"E, A DISTANCE OF 68.98 FEET; THENCE S77°10'19"E, A DISTANCE OF 76.00 FEET; THENCE N02°18'21"E, A DISTANCE OF 25.22 FEET TO THE FACE OF AN EXISTING HEADWALL; THENCE N77°01'03"W, ALONG SAID FACE OF EXISTING HEADWALL, A DISTANCE OF 76.84 FEET; THENCE S78°16'15"W, CONTINUING ALONG SAID FACE OF EXISTING HEADWALL, A DISTANCE OF 53.91 FEET; THENCE S27°38'14"W, DEPARTING SAID FACE OF EXISTING HEADWALL, A DISTANCE OF 32.34 FEET TO THE POINT OF BEGINNING.

RIVERWALK PARCEL #2

A PART OF SECTION 45, THE ISAAC HENDRICKS GRANT, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 911.16 FEET; THENCE S87°32'30"E, A DISTANCE OF 237.31 FEET; THENCE N02°18'21"E, A DISTANCE OF 330.68 FEET; THENCE S77°01'03"E, A DISTANCE OF 133.71 FEET; THENCE S62°37'32"E, A DISTANCE OF 113.41 FEET; THENCE N27°22'28"E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE N27°22'28"E, A DISTANCE OF 25.00 FEET TO THE FACE OF AN EXISTING SEAWALL; THENCE S62°37'32"E, ALONG SAID FACE OF EXISTING SEAWALL, A DISTANCE OF 154.12 FEET; THENCE S62°32'42"E,

4640-9311-4324.3

CONTINUING ALONG SAID FACE OF EXISTING SEAWALL, A DISTANCE OF 98.91 FEET; THENCE S26°42'31"W, DEPARTING SAID FACE OF EXISTING SEAWALL, A DISTANCE OF 25.00 FEET; THENCE N62°32'42"W, A DISTANCE OF 99.22 FEET; THENCE N62°37'32"W, A DISTANCE OF 154.11 FEET TO THE POINT OF BEGINNING.

RIVERWALK PARCEL #3

A PART OF SECTION 60, THE F. BAGLEY AND I. HENDRICKS GRANT, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE NORTHERLY PROJECTION THEREOF, A DISTANCE OF 911.16 FEET; THENCE S87°32'30"E, A DISTANCE OF 237.31 FEET; THENCE N02°18'21"E, A DISTANCE OF 330.68 FEET; THENCE S77°01'03"E, A DISTANCE OF 133.71 FEET; THENCE S62°37'32"E, A DISTANCE OF 113.41 FEET; THENCE S62°44'48"E, A DISTANCE OF 95.15 FEET; THENCE S62°30'31"E, A DISTANCE OF 158.48 FEET; THENCE S26°42'31"W, A DISTANCE OF 134.62 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1512.00 FEET, SAID CURVE HAVING A TANGENT BEARING OF S54°58'14"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 660.13 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S67°28'41"E, 654.90 FEET TO A POINT OF NON-TANGENCY; THENCE N27°23'20"E, A DISTANCE OF 117.70 FEET TO THE POINT OF BEGINNING; THENCE N79°31'42"W, A DISTANCE OF 46.69 FEET; THENCE N62°36'56"W, A DISTANCE OF 92.16 FEET; THENCE N27°23'04"E, A DISTANCE OF 25.00 FEET; THENCE S62°36'56"E, A DISTANCE OF 88.45 FEET; THENCE S79°31'42"E, A DISTANCE OF 50.58 FEET; THENCE S27°23'20"W, A DISTANCE OF 26.13 FEET TO THE POINT OF BEGINNING.

MARSHFRONT PARK

A PART OF SECTION 45, THE ISAAC HENDRICKS GRANT, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF

4640-9311-4324.3

WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 240.42 FEET TO THE INTERSECTION OF THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18455, PAGE 205 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE S85°43'46"E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 481.49 FEET; THENCE S61°14'42"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 189.34 FEET; THENCE N86°36'07"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 15.37 FEET TO THE POINT OF BEGINNING; THENCE N22°27'19"E, DEPARTING SAID SOUTH LINE, A DISTANCE OF 76.58 FEET; THENCE S69°41'16"E, A DISTANCE OF 47.03 FEET; THENCE N86°36'07"E, A DISTANCE OF 155.80 FEET; THENCE S03°23'53"E, A DISTANCE OF 50.00 FEET TO SAID SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18455, PAGE 205 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE S86°36'07"W, A DISTANCE OF 232.25 FEET TO THE POINT OF BEGINNING.

OVERLAND PARCEL

A PART OF SECTION 44 AND 45, THE ISAAC HENDRICKS GRANT, LYING IN TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF COMMENCEMENT, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF REED AVENUE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED AND THE EASTERLY RIGHT OF WAY LINE OF BROADCAST PLACE, A 60 FOOT RIGHT OF WAY AS PRESENTLY ESTABLISHED; THENCE N02°27'30"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 240.42 FEET TO THE INTERSECTION OF THE SOUTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 18455, PAGE 205 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE S85°43'46"E, DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 27.04 FEET TO THE POINT OF BEGINNING; THENCE S85°43'46"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 454.44 FEET; THENCE S61°14'42"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 189.34 FEET; THENCE N86°36'07"E, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 15.37 FEET; THENCE N22°27'19"E, DEPARTING SAID SOUTH LINE, A DISTANCE OF 27.78 FEET; THENCE S86°36'07"W, A DISTANCE OF 20.28 FEET; THENCE N61°14'42"W, A DISTANCE OF 187.56 FEET; THENCE N85°43'46"W, A DISTANCE OF 459.89 FEET TO A POINT ON A NON-TANGENT CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 360.36 FEET (THROUGH WHICH A RADIAL LINE BEARS N83°47'14"W); THENCE SOUTHERLY ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 23.63 FEET, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S04°20'04"W, 23.62 FEET TO A POINT OF TANGENCY; THENCE

4840-9311-4324.3

S02°27'22"W, A DISTANCE OF 1.38 FEET TO SAID SOUTH LINE AND THE POINT OF BEGINNING.

4840-9311-4324.3

**EXHIBIT "B"**

1. Any claim that any portion of the Property is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
2. Boundary Line Certificate by The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida recorded in Official Records Book 9008, Page 1216, and Corrective Certificate recorded in Official Records Book 12686, Page 910.
3. Declaration Of Restrictive Covenants recorded in Official Records Book 16254, Page 1001, and amended by First Amendment To Declaration Of Restrictive Covenant recorded in Official Records Book 16922, Page 294.
4. Notice of PCB Contaminants recorded in Official Records Book 17940, Page 1046.
5. Multi-Use Path Easement Agreement recorded in Official Records Book 18455, Page 212.
6. Utility Easement Agreement recorded in Official Records Book 18455, Page 224.
7. Post-Closing Site Access Agreement recorded in Official Records Book 18455, Page 234.
8. Notice of the Establishment of the District Community Development District recorded in Official Records Book 18605, Page 125.
9. Rights of others to use the waters of any water body extending from the Property onto other lands.
10. Subject to those matters that would be depicted by a physical inspection or accurate survey of the Property.

---

All recording references above refer to the public records of Duval County, Florida.

4840-9311-4324.3

# **THE DISTRICT**

**COMMUNITY DEVELOPMENT DISTRICT**

**5**

| DISTRICT COMMUNITY DEVELOPMENT DISTRICT                                                 |                                                                      |          |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------|
|                                                                                         |                                                                      |          |
| BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE                             |                                                                      |          |
|                                                                                         |                                                                      |          |
| LOCATION                                                                                |                                                                      |          |
| <i>Kimley Horn, 12740 Gran Bay Parkway West Suite 2350, Jacksonville, Florida 32258</i> |                                                                      |          |
|                                                                                         |                                                                      |          |
| DATE                                                                                    | POTENTIAL DISCUSSION/FOCUS                                           | TIME     |
|                                                                                         |                                                                      |          |
| October 21, 2024                                                                        | Regular Meeting                                                      | 1:30 PM  |
|                                                                                         |                                                                      |          |
| November 18, 2024                                                                       | Landowners' Meeting                                                  | 1:30 PM  |
|                                                                                         |                                                                      |          |
| November 18, 2024 <b>CANCELED</b>                                                       | Regular Meeting                                                      | 1:30 PM  |
|                                                                                         |                                                                      |          |
| December 16, 2024 <b>CANCELED</b>                                                       | Regular Meeting                                                      | 1:30 PM  |
|                                                                                         |                                                                      |          |
| January 13, 2025* <b>CANCELED</b>                                                       | Regular Meeting                                                      | 1:30 PM  |
|                                                                                         |                                                                      |          |
| February 10, 2025**                                                                     | Regular Meeting                                                      | 1:30 PM  |
|                                                                                         |                                                                      |          |
| March 17, 2025                                                                          | Regular Meeting                                                      | 1:30 PM  |
|                                                                                         |                                                                      |          |
| April 21, 2025 <b>CANCELED</b>                                                          | Regular Meeting                                                      | 1:30 PM  |
|                                                                                         |                                                                      |          |
| May 19, 2025                                                                            | Regular Meeting<br><i>Presentation of FY2026 Proposed Budget</i>     | 1:30 PM  |
|                                                                                         |                                                                      |          |
| June 11, 2025                                                                           | Special Meeting                                                      | 12:00 PM |
|                                                                                         |                                                                      |          |
| June 16, 2025 <b>CANCELED</b><br><b>NO QUORUM</b>                                       | Regular Meeting                                                      | 1:30 PM  |
|                                                                                         |                                                                      |          |
| July 21, 2025                                                                           | Regular Meeting                                                      | 1:30 PM  |
|                                                                                         |                                                                      |          |
| August 18, 2025                                                                         | Public Hearing & Regular Meeting<br><i>Adoption of FY2026 Budget</i> | 1:30 PM  |
|                                                                                         |                                                                      |          |
| September 15, 2025                                                                      | Regular Meeting                                                      | 1:30 PM  |
|                                                                                         |                                                                      |          |

**Exception(s)**

\*January meeting date is one (1) week earlier to accommodate Martin Luther King Day holiday.

\*\*February meeting date is one (1) week earlier to accommodate Presidents' Day holiday.