

HARBOUR WATERWAY
SPECIAL DISTRICT
Agenda

Tuesday
June 14, 2016
7:00 pm

Resurrection Episcopal Church
12355 Fort Caroline Rd.
Jacksonville, FL. 32225

- I. Introduction**
 - a. Call to Order
 - b. Roll Call / Quorum

- II. District Business**
 - a. Engagement Letter with Gunster, Yoakley & Stewart – Reed Island
 - b. JaxPort Proposed Purchase Agreement

- III. District Schedule**
 - a. Next Scheduled Board Meeting
 - i. *July 12, 2016 – Resurrection Episcopal Church*

- IV. Other Business**
 - a. Legal and Compliance Issues

- V. Comments and Questions from Audience**

- VI. Adjournment of HWSD Meeting**

HARBOUR WATERWAY SPECIAL DISTRICT

TUESDAY, JUNE 14, 2016

MEETING MINUTES

Introduction

The Harbour Waterway Special District (HWSD) meeting of the Board of Supervisors was held at the Resurrection Episcopal Church on June 14, 2016. The meeting was called to order at 7:00 PM by Robert Birtalan. In attendance were Robert Birtalan, Robert Schleef, and Stanley Pipes. It was noted that there was a quorum present. HWSD attorney Wayne Flowers was present. Kathryn Boucher was present as recording secretary.

District Business

Engagement Letter with Gunster, Yoakley & Stewart – Reed Island – There was a discussion of whether additional legal counsel was necessary in the Reed Island property purchase contract negotiations. Motion made to approve the engagement of Attorney Thomas Jenks of Gunster, Yoakley & Stewart, P.A. to review the proposed purchase agreement from JaxPort; motion passed. Attorney Wayne Flowers will lead the negotiations with Attorney Thomas Jenks providing additional support. Thomas Jenks will be asked to submit a red line version of the contract to Wayne Flowers and his comments will be consolidated.

JaxPort Proposed Purchase Agreement – All the board members' discussions regarding the proposed contract will have to take place during noticed meetings, unless the board designates a representative to work with Wayne Flowers. The Agreement for Sale and Purchase must be signed to secure the deal, prior to the appraisal and purchase price being set. The board reviewed a redline document with notes made by Wayne Flowers:

The sale agreement excludes the marsh area around the perimeter of the island. The board wants the marsh to be included. Access could be gained to the parcel by driving behind the back, in the event that the port prevented access through the marsh. The property below mean high water may be considered to be sovereign submerged lands, which is the property of the state. Wayne Flowers will investigate.

The board does not want to indemnify JaxPort against any future liability on the property regarding actions prior to the sale. The board wants the JaxPort to represent that no toxic material has been dumped on the site.

The board wants the sale to include a special warranty deed rather than a quitclaim deed.

The board must due diligence regarding the necessary change in the land use designation. It is unlikely that the designation could be updated within the next 180 days.

There may be an exception to the documentary revenue stamp tax for governmental agencies.

Exhibit A, the description of the property is missing from the proposed purchase agreement.

The sale agreement was written with the Harbour Waterway Association as the purchasing party, which is not possible. The document will be changed to name the Harbour Waterway Special District instead.

There is a clause that no material may be removed from the cell. The board would like this removed.

There was a discussion of the liability the HWSD would face if toxic material was ever found on the site.

The board should not be obligated to purchase the property until after the purchase price is known. The verbiage of 3A should be adjusted to clarify that the board has the option to walk away from the deal upon receipt of the appraisal. The deed restrictions placed on the property limit the appraised value. The initial purchase price may only be adjusted upon completion of the survey, based on the acreage of the site.

The board wishes to add an expiration date to the document, so that if no agreement is reached the deal may be allowed to expire.

Wayne Flowers will produce a revised redline document, which will be emailed to the board. Any board member may voice concerns to Wayne. If there are any conflicts of opinion among the comments from the board members, another board meeting will be called. If there are points of disagreement between the HWSD and the port, there may be a meeting between the attorneys and a representative of each party to turn pages and approve the document. The board may ask Al Ferraro to be involved as well.

JaxPort will not sign the approved document until August, so any surveys or soil sampling cannot be undertaken until then. Proposals for these services may be solicited at any time.

The property is currently zoned as Rural Residential, which prevents use as a spoil site. There was a discussion of getting Al Ferraro involved now to get assurances that the zoning can be changed prior to executing the deal.

District Schedule

Next Scheduled Board Meeting – The next meeting will be July 12, 2016 at Resurrection Episcopal Church.

Comments and Questions from the Audience

No comments.

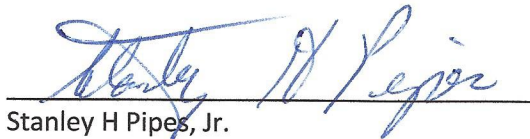
Adjournment

The meeting was adjourned at 8:40 PM. The next monthly Board of Supervisors meeting is scheduled for July 12, 2016.

Respectfully submitted,



Kathryn Boucher
Recording Secretary



Stanley H Pipes, Jr.
Secretary / Treasurer

AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this ____ day of _____, 20___, between the JACKSONVILLE PORT AUTHORITY, a body politic and corporate, whose address is 2831 Talleyrand Avenue, Jacksonville, Florida 32206, as "Seller" and the HARBOUR WATERWAY ASSOCIATION, INC., a Florida not for profit corporation, whose address is 11554 Starboard Drive, Jacksonville, Florida, as "Buyer".

1. PURCHASE AND SALE. For good and valuable consideration, the receipt of which is hereby acknowledged, Seller hereby agrees to sell to Buyer and Buyer agrees to purchase from Seller the real property located in Duval County, Florida, described in Exhibit "A" lying above the mean high water line, together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), and subject to a restriction that the Property be used for dredge spoil disposal and reclamation or for conservation, and for no other purposes, all in accordance with the provisions of this Agreement. This Agreement becomes legally binding on execution of this Agreement by both parties and approval of Seller's governing board.
2. USE OF THE PROPERTY. The Property will be used as a dredge spoil site by Buyer, who will allow other similarly situated associations to use the Property as a dredge spoil site on commercially reasonable terms so that such associations are not seeking to use lands owned by Seller for such purpose. Once dredge spoil is deposited on the Property, Buyer shall not cause the dredge spoil to be removed from the Property. The deed to Buyer shall recite these limitations on use of the Property by Buyer.
- 3.A. PURCHASE PRICE. The purchase price for the Property shall be an amount equal to the appraised value of the Property as determined by an appraisal obtained by Seller from an appraiser duly licensed in the state of Florida who has experience with the appraisal of riparian lands ("Initial Purchase Price"). The purchase price will be paid at closing. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon calculation of the Final Adjusted Purchase Price, hereinafter defined, by Seller and Buyer. The Final Adjusted Purchase Price can only be made after the completion of the Survey and Seller's and Buyer's approval of the Survey required in paragraph 6. Buyer's approval of the Survey shall occur no later than fifteen (15) days after receipt of the Survey by Buyer.
- 3.B. ADJUSTMENT OF PURCHASE PRICE. If, prior to closing, Seller and Buyer determine the Initial Purchase Price exceeds the value of the Property, the Initial Purchase Price will be adjusted to the value of the Property (herein the "Final Adjusted Purchase Price"). If the Final Adjusted Purchase Price is less than 95% of the Initial Purchase Price because of the adjustment provided for in this paragraph, Seller shall, in Seller's sole discretion, have the right to terminate this Agreement and neither party shall have any further obligations under this Agreement. The Final Adjusted Purchase Price as calculated in this paragraph 3.B. is subject to further adjustment in accordance with the provisions of this Agreement. The Initial Purchase Price and the Final Adjusted Purchase Price, whichever is applicable depending on whether or not an adjustment has occurred under the provisions of this paragraph 3.B., is hereinafter referred to as the "Purchase Price".
4. ENVIRONMENTAL SITE ASSESSMENT. Buyer, at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. If further investigations, testing, monitoring or environmental site assessments are required by Buyer to determine the existence or extent of Hazardous Materials on the Property, Buyer may conduct such procedures at the Buyer's sole cost and expense, and shall cause Buyer's contractor to provide Seller with the insurance coverages called for in Exhibit "B" hereto. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 5.)
5. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4. confirms the presence of Hazardous Materials on the Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement or fails to obtain an environmental site assessment of the Property, then Buyer shall accept the Property "as is, where is, and with all faults", together with all defects, latent and patent, if any. Seller shall have no duty to pursue and or accomplish any clean-up of the Hazardous Materials or to otherwise bring the Property into compliance with Environmental Law. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human

health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect.

If Buyer elects not to terminate this Agreement or fails to obtain an environmental site assessment of the Property, and proceeds to Closing as provided above, Buyer shall indemnify and save harmless and defend Seller, its officers, servants, agents and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of whatsoever kind arising from Hazardous Materials placed on the Property prior to closing. Buyer shall defend, at Buyer's sole cost and expense, any legal action, claim or proceeding instituted by any person against Seller as a result of any claim, suit, or cause of action for injuries to body, life, limb or property for which Hazardous Materials placed on the Property prior to closing are alleged to be a contributing legal cause. Buyer shall save Seller harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities in and about any such claim, suit, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing.

6. SURVEY. Buyer shall have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any change in acreage from the appraised acreage to the surveyed acreage, then the Purchase Price shall be adjusted as provided in paragraph 3., above. Any encroachment on the Property or improvements encroaching on the land of others shall be treated as a title defect.

7. TITLE INSURANCE. At Buyer's expense, Buyer may obtain a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) insuring marketable title to the Property in the amount of the Purchase Price.

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

9. INTEREST CONVEYED; NO WARRANTIES. At closing, Seller shall execute and deliver to Buyer a quitclaim deed conveying Seller's interest in the Property "as is, where is, and with all faults", together with all defects, latent and patent, if any, and subject to a restriction that the Property be used for dredge spoil disposal and reclamation or for conservation, and for no other purposes. Seller has made no representations or warranties of any nature whatsoever, express or implied, regarding the Property, including but not limited to the physical and environmental condition of the Property, the zoning of the Property, title to the Property, the suitability of the Property or any improvements for Buyer's intended purpose; or Buyer's legal ability to use the Property for Buyer's intended use.

10. PREPARATION OF CLOSING DOCUMENTS. Seller shall prepare the deed described in paragraph 9 of this Agreement and Buyer's and Seller's closing statements. Buyer understands Seller, as an agency of the state, is unable to execute a no-lien affidavit customarily required to delete the standard exceptions from the title insurance policy.

11. CONTINGENCIES; PURPOSE. Notwithstanding any other provisions of this Agreement, Seller shall have no duty to perform under the provisions of this agreement unless the following are true:

a. The U.S. Army Corps of Engineers (USACE) releases or otherwise accommodates Buyer's intended use of the Property as a dredge spoil site. Seller will cooperate, at no cost to Seller, in Buyer's efforts to obtain the necessary release or accommodation of USACE, but Buyer shall take the lead on any such efforts.

b. Buyer shall obtain any and all licenses, certificates, or permits that may be required by any governmental agency with jurisdiction in order for Buyer to use the Property as a dredge spoil site. Seller will cooperate, at no cost to Seller, in Buyer's efforts to obtain the permits, licenses, or certificates, but Buyer shall take the lead on any such efforts. Buyer shall bear all costs of obtaining any permits, licenses, or other authorizations required by law in connection with the operation of a dredge spoil site on the Property. Buyer shall bear all risks of failure to obtain such permits, licenses, or other authorization as may be required by law, including but not limited to the inability to use the Property as required by this Agreement and the terms of the deed to be delivered by Seller.

12. EXPENSES. Buyer will pay the documentary revenue stamp tax and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 9. of this Agreement.

13. TAXES AND ASSESSMENTS. Seller is immune from taxation. At closing, Seller shall satisfy any assessments, if any, prorated to the date of Closing, that are or may become a lien against the Property. Buyer assumes all liability for ad valorem taxes from the date of closing forward.

14. CLOSING PLACE AND DATE. The closing shall be on or before 120 days after Seller's governing board has approved this Agreement. Seller shall set the date, time and place of closing.

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

16. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement; provided, however, Buyer shall provide Seller with a hold harmless agreement in substantially the form as attached at Exhibit "C" and provided further Buyer or its agents may be accompanied by Seller's designee during such entry. Seller shall deliver possession of the Property to Buyer at closing.

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

18. PURPOSELY OMITTED.

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

20. RECORDING. This Agreement may not be recorded.

21. ASSIGNMENT. This Agreement may not be assigned.

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

23. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Seller's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

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

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

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

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

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

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

30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Buyer set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 9 of this Agreement, and Buyer's possession of the Property.

IF THIS INSTRUMENT IS NOT EXECUTED BY THE BUYER, ON OR BEFORE _____ SELLER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. SELLER'S EXECUTION OF THIS INSTRUMENT AND ITS PERFORMANCE HEREUNDER IS SUBJECT TO APPROVAL BY THE SELLER'S GOVERNING BOARD. SELLER'S PERFORMANCE AND OBLIGATION TO PAY, IF ANY, UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION FOR THE PURPOSE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

Signatures appear on the following page

SELLER

JACKSONVILLE PORT AUTHORITY

Witness as to Seller

By: Brian Taylor
As: Chief Executive Officer

Witness as to Seller

Date signed by Seller

Approved as to Form and Legality
As to Seller Only

By: _____

Date: _____

PURCHASER

HARBOUR WATERWAY ASSOCIATION, INC.

Witness as to Purchaser

By: Paul Stroup
As: President

Witness as to Purchaser

Date signed by Purchaser

Exhibit "A"

[attach legal description here]

Exhibit "B"

Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by the Florida Workers' Compensation Act, or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for the coverages required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

- \$500,000 (Each Accident)
- \$500,000 (Disease-Policy Limit)
- \$500,000 (Disease-Each Employee)

Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy with the following minimum limits:

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury, Each Occurrence	\$1,000,000
Bodily injury and Property Damage (each occurrence)	\$1,000,000
Fire Damage (any one fire)	\$100,000
Medical Expense (any one Person)	\$10,000

Seller shall be included as an additional insured under the CGL policy for both ongoing and completed operations. ISO additional insured endorsement CG 20 10 (for ongoing operations) and CG 20 37 (for completed operations), or substitute endorsements providing equivalent coverage, will be attached to Contractors CGL, and to the commercial umbrella, if any.

Business Auto Policy

ISO Form Number CA 00 01 covering any auto (code 1), or contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Note:

Failure of Seller to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Seller to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The contractor's CGL coverage will be primary and non-contributory.

A waiver of subrogation is required for Workers Compensation, GL, and Auto Liability. Contractor waives all rights against Seller and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this contract.

Prior to commencing Work, Contractor shall furnish Seller with certificates of insurance, and copies of additional insured endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

Cross-Liability Coverage If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

Subcontractor's' Insurance Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. When requested by Seller, Contractor shall furnish to Seller copies of certificates of insurance evidencing coverage for each subcontractor

No Representation of Coverage Adequacy by requiring the insurance as set out herein, Seller does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to Seller in this Agreement.

Exhibit "C"

Jacksonville Port Authority
2831 Talleyrand Avenue
Jacksonville, Florida 32206-0005

HOLD HARMLESS AGREEMENT BETWEEN HARBOUR WATERWAY ASSOCIATION, INC.
AND THE JACKSONVILLE PORT AUTHORITY
(for access to the Jacksonville Port Authority).

In consideration for the privilege of access to the Jacksonville Port Authority the undersigned individual agrees to access the facility strictly in accordance with all Jacksonville Port Authority rules and regulations governing such use as may be promulgated by the Authority.

In further consideration of this privilege, the undersigned individual agrees to hold harmless and indemnify the Jacksonville Port Authority from and against all liabilities, claims or causes of action of every kind and nature and all expenses incidental thereto based upon or arising out of any loss, damage or injury suffered by the individual which is occasioned by individual's access of the Jacksonville Port Authority, without limitation.

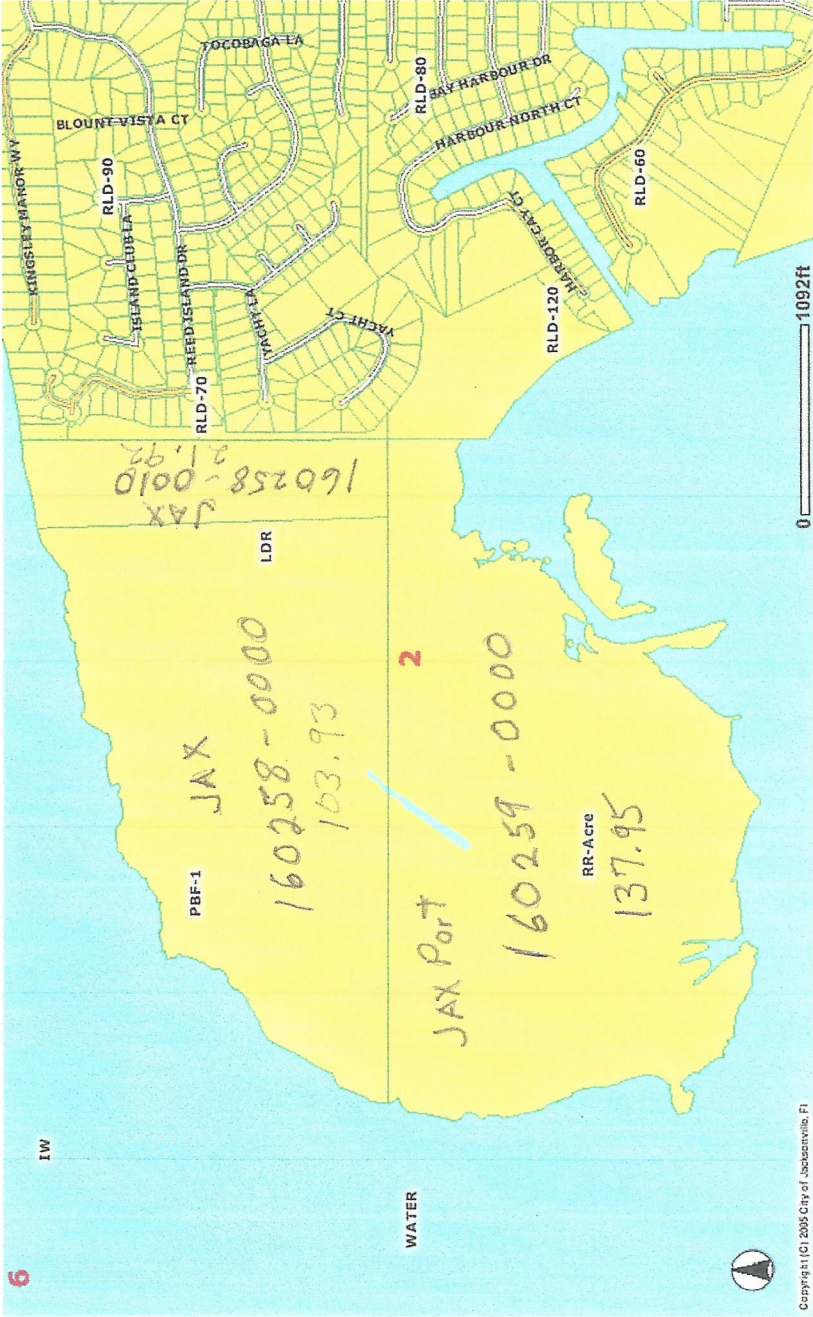
The undersigned hereby specifically waives any and all claims, causes of action, rights or privileges of any kind and nature that the individual may have or could assert against the Jacksonville Port Authority, its Board of Directors, officers, employees or agents arising in connection with any loss, claim or injury sustained by the individual occurring as a result of the individual's use and access of the Jacksonville Port Authority.

Dated this _____ day of _____ 2016

(Print name)

Signed: _____

Witness: _____



JACKSONVILLE PORT AUTHORITY
 2831 TALLEYRAND AVE
 JACKSONVILLE, FL 32206-3417

Primary Site Address
 0 W ASHLEY MANOR WAY
 Jacksonville FL 32225

Official Record Book/Page
 08509-01959

Tile #
 8331

0 W ASHLEY MANOR WAY

Property Detail

RE #	160259-0000
Tax District	GS
Property Use	8000 Vacant Governmental
# of Buildings	0
Legal Desc.	31-1S-28E 141.610 PT MARKED APPROVED SWAMP SELECTION
Subdivision	00000 SECTION LAND
Total Area	5922776

Value Summary

	2014 Certified	2015 In Progress
Value Method	CAMA	CAMA
Total Building Value	\$0.00	\$0.00
Extra Feature Value	\$0.00	\$0.00
Land Value (Market)	\$24,184.00	\$24,184.00
Land Value (Agric.)	\$0.00	\$0.00
Just (Market) Value	\$24,184.00	\$24,184.00
Assessed Value	\$24,184.00	\$24,184.00
Cap Diff/Portability Amt	\$0.00 / \$0.00	\$0.00 / \$0.00
Exemptions	\$24,184.00	See below
Taxable Value	\$0.00	See below

The sale of this property may result in higher property taxes. For more information go to [Save Our Homes](#) and our [Property Tax Estimator](#). 'In Progress' property values, exemptions and other supporting information on this page are part of the working tax roll and are subject to change. Certified values listed in the Value Summary are those certified in October, but may include any official changes made after certification [Learn how the Property Appraiser's Office values property.](#)

Taxable Values and Exemptions – In Progress

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value		SJRWMD/FIND Taxable Value		School Taxable Value	
Assessed Value	\$24,184.00	Assessed Value	\$24,184.00	Assessed Value	\$24,184.00
Port Authority (905)	- \$24,184.00	Port Authority (905)	- \$24,184.00	Port Authority (905)	- \$24,184.00
Taxable Value	\$0.00	Taxable Value	\$0.00	Taxable Value	\$0.00

Sales History

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
08509-01959	11/22/1996	\$100.00	MS - Miscellaneous	Unqualified	Vacant

Extra Features

No data found for this section

Land & Legal

Land

LN	Code	Use Description	Zoning	Front	Depth	Category	Land Units	Land Type	Land Value
1	9612	SALT WATER MARSH	RR-ACRE	0.00	0.00	Common	137.95	Acreage	\$23,452.00
2	9613	CONSERVATION EASEMENT	RR-ACRE	0.00	0.00	Common	3.66	Acreage	\$732.00

Legal

LN	Legal Description
1	31-1S-28E 141.610
2	PT MARKED APPROVED SWAMP SELECTION
3	(EX U S A RECD D BK 1441-574)

Buildings

No data found for this section

141.61

2015 Notice of Proposed Property Taxes Notice (TRIM Notice)

Property Record Card (PRC)

The PRC accessed below reflects property details and values at the time of Tax Roll Certification in October of the year listed.

2014

• To obtain a historic Property Record Card (PRC) from the Property Appraiser's Office, submit your request here: [\[Link\]](#)

More Information

[Contact Us](#) | [Parcel Tax Record](#) | [GIS Map](#) | [Map this property on Google Maps](#) | [City Fees Record](#)

Red to grantee

STATE OF FLORIDA

COUNTY OF DUVAL

Bk: 8509
Pg: 1959
Doc# 962693
Filed & Record
12/23/96
09:36:07 A.
HENRY W. COOK
CLERK CIRCUIT
DUVAL COUNTY,
REC. \$ 33.00

KNOW ALL PERSONS BY THESE PRESENTS THAT in consideration for the issuance of Florida Department of Environmental Protection Permit Number 16-282-917-9 ("Permit"), issued pursuant to the requirements of Chapter 373 (formerly Section 403.918), Florida Statutes, and Sections 62-330 and 62-343, Florida Administrative Code, and U.S. Army Corps Permit Number 199601422 (IP-MM), to Jacksonville Port Authority ("Grantor") on November 22, 1996, has granted to the state of Florida Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida ("Grantee"), a conservation easement ("Easement") in accordance with Section 704.06, Florida Statutes, in and over the real property in Duval County, Florida, as set forth in the legal description attached hereto as Exhibit A.

I. PURPOSE

A. The purpose of this Easement is to preserve 3.66 acres of marshland ("Easement Area") located on Grantor's Reed Island as mitigation for the impact of .51 acres of wetlands in connection with Grantor's construction of a new west wharf at Grantor's Blount Island Marine Terminal. Said Easement Area is indicated on the drawing attached hereto indicated as Exhibit A.

B. It is the purpose and intent of this Easement to assure that the Easement Area will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Easement, as required by the aforementioned Permit.

(1)

II. PROHIBITED ACTIVITIES

Except for such specific activities as authorized pursuant to the Permit, the following activities are prohibited on the property subject to this Conservation Easement:

A. Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground;

B. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

C. Removal or destruction of trees, shrubs, or other vegetation; with the exception of nuisance and exotic plant species as may be required by Grantee;

E. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

F. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

G. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas, and

H. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

III. ACCESS FOR GRANTEE

It is understood that the granting of this Easement entitles the Grantee or its authorized representatives to enter the above-described land in a reasonable manner and at reasonable times to assure compliance.

IV. GRANTOR'S OBLIGATIONS

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Easement, as required by the aforementioned Permit, and Grantor does hereby indemnify and hold harmless the Grantee from same. The Easement hereby granted and the obligation to retain and maintain the land forever predominately in the vegetative and hydrologic condition as herein specified shall run with land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

V. GRANTEE'S RIGHTS

The terms and conditions of this Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Second Judicial Circuit, in Leon County, Florida. In any enforcement action in which the Grantee prevails, Grantee shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, then Grantee in addition to the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of this Easement or to the vegetative and hydrologic condition as required by the aforementioned Permit. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 403 and 373, Florida Statutes.

against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes.

VII. WAIVERS

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure of the Grantor to comply.

VIII. NO FORFEITURE IN GRANTOR'S TITLE

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

IX. GENERAL PROVISIONS

A. **Controlling Law:** The interpretation and performance of this Easement shall be governed by the laws of the State of Florida.

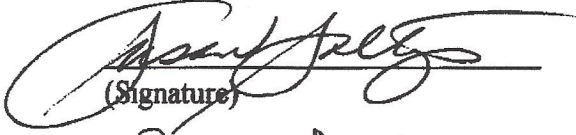
B. **Severability:** If any provision of this Easement, or the application thereof, is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

C. **Entire Agreement:** This instrument sets forth the entire agreement between the parties hereto with respect to this Easement.

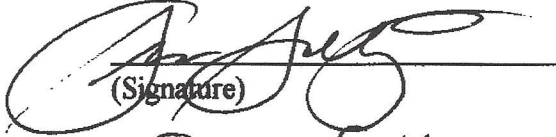
D. **Successors:** As used herein, the term Grantor shall include any successor or assignee of Grantor, and the term Grantee shall include any successor or assignee of Grantee. The covenants, terms, conditions and restrictions of this Easement shall inure to the benefit of both parties hereto and their respective successors or assignees.

E. **Headings:** The headings contained in this Easement have been inserted solely for convenience of reference and are not a part of this Easement, and shall have no effect upon this instrument's interpretation.

WITNESSES:


(Signature)

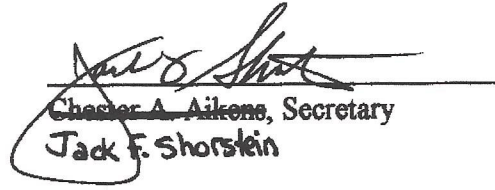

Susan Joltys
Name (Please type or print)


(Signature)

Susan Joltys
Name (Please type or print)

GRANTOR


Barbara S. Strickland, Chairman


Chester A. Aikens, Secretary

Jack F. Shorstein

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The foregoing instrument was acknowledged before me this 28th day of November, 1996,
 by Barbara S. Strickland and Jack F. Shorstein ~~Chester A. Aikens~~, the Chairman and
 the Secretary, respectively, of the Jacksonville Port Authority a public body
 corporate and politic of the State of Florida, on behalf of the Authority, who are personally known
 to me and who did (did not) take an oath, and their business address is Post Office Box 3005,
 Jacksonville, Florida 32206.

Notary Public, State of Florida
 at Large



Maribel Hernandez
 Name (Please print or type)

My Commission Expires:

Approved for the Jacksonville Port Authority

Thomas R. Welch
 JPA Counsel

Review and Approval
 Jacksonville Port Authority
 Initials

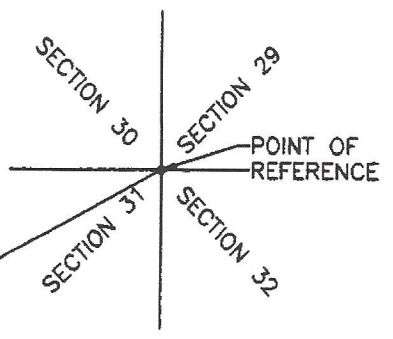
<i>RM</i>	<i>SW</i>
Marine	Planning
Operations	Director
Director	

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

FOR A POINT OF REFERENCE, COMMENCE AT THE CORNER COMMON TO SECTIONS 29, 30, 31, AND 32 ALL SAID TOWNSHIP 1, RANGE 28 EAST: THENCE SOUTH 62°09'09" WEST, A DISTANCE OF 1953 FEET TO THE POINT OF BEGINNING; THENCE NORTH 11°37'59" EAST, A DISTANCE OF 393.93 FEET; THENCE SOUTH 55°48'37" WEST, A DISTANCE OF 693 FEET; THENCE SOUTH 09°18'50" EAST, A DISTANCE OF 374.52 FEET; THENCE NORTH 27°45'22" WEST, A DISTANCE OF 395.81 FEET; THENCE SOUTH 76°52'24" EAST, A DISTANCE OF 249.85 FEET; THENCE NORTH 11°37'59" EAST, A DISTANCE OF 90.07 FEET MORE OR LESS TO POINT OF BEGINNING; CONTAINING 3.66 ACRES MORE OR LESS.



SCALE: 1" = 300'



REFERENCE BENCH MARK:
MIDDLE OF CONCRETE PAD
FOR POWER LINES. N.E.
COR. SET X CUT MIDDLE
SET OF POWER LINE ON
FULTON POINT.

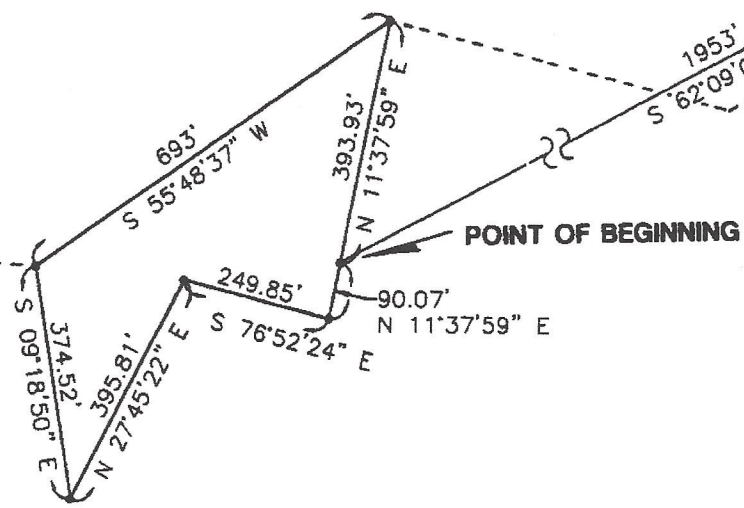


EXHIBIT A1

REED ISLAND

6 O.H.L.(TYP)

MEAN HI
WATER I
ELEVATI
2.05 FT

SPOIL AREA

3.66 ACRES

PROPOSED CONSERVATION
EASEMENT FOR AUTO DOCK
FDEP FILE NO. 162829179
ACOE FILE NO. 199601422(IP)

EXISTING
CONSERVATION
EASEMENT
SJRWMD FILE NO.
4-031-0141GM4

6 AC±

7.11 AC±

EXISTING
CONSERVATION
EASEMENT
SJRWMD FILE NO.
4-031-0141GM4

APPROXIMATE
EDGE OF MARSH



SCALE 1"=500'

US ARMY CORPS OF ENGINEERS
PERMIT NUMBER 199601422 (IP-MM)

EXHIBIT A2