

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF JACKSONVILLE
AND
CITY OF ATLANTIC BEACH
FOR
JOINT OPERATION OF DUTTON ISLAND PRESERVE**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), by and between the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida with its principal office at 117 West Duval Street, Jacksonville, Florida 32202 (hereinafter “COJ”), and **CITY OF ATLANTIC BEACH**, a municipal corporation and political subdivision of the State of Florida with its principal office at 800 Seminole Road, Atlantic Beach, Florida 32233 (hereinafter “COAB”), is entered into effective the 12 day of December, 2016 (the “Effective Date”), for joint operation of the Dutton Island Preserve and Expansion Property (the “Project”).

WITNESSETH:

WHEREAS, COAB owns certain real property at 1600 Dutton Island Road West, Atlantic Beach, FL 32233, consisting of 31 acres, more or less, commonly referred to as Dutton Island Preserve; and as more particularly delineated and described in Exhibit A, attached hereto and incorporated herein by this reference (the “COAB Property”); and

WHEREAS, COJ owns certain real property at 793 Dutton Island Road West, Jacksonville, Florida 32233, consisting of 276 acres, more or less, commonly known as the Dutton Island Expansion Property, which includes much of the adjacent tidal marsh and the north end of Dutton Island Preserve as more particularly delineated and described in Exhibit B, attached hereto and incorporated herein by this reference (the “COJ Property”); and

WHEREAS, COAB has been allowed to build and maintain facilities and amenities on the COJ Property without an officially recorded agreement between COJ and COAB being in place; and

WHEREAS, COAB wishes to build and maintain additional facilities and amenities and establish wetland creation areas on the COJ Property; and

WHEREAS, COAB provides maintenance assistance on COJ Property; and

WHEREAS, COJ and COAB believe that the Project will prove beneficial to the health, welfare, and enjoyment of citizens of, and visitors to COJ and COAB; and

WHEREAS, it is in the mutual interests of COJ and COAB to work together on the Project for the benefit and enjoyment of members of the general public, without discrimination as to age, religion, disability, marital status, national or ethnic origin, gender, creed, color, or race; and

WHEREAS, COJ and COAB wish to enter into this MOU in order to provide for the Project and to establish their respective duties, responsibilities, and obligations with respect to the Project and the COJ Property;

NOW, THEREFORE, for and in consideration of good and valuable consideration, including, but not limited to, the covenants, conditions, and terms hereof, the sufficiency and receipt of said good and valuable consideration being herewith acknowledged by the respective parties, COJ and COAB stipulate and agree as follows:

1. **Recitals**. The recitals set forth herein are accurate, correct, true, and incorporated herein by this reference.

2. **Definitions**. As used in this MOU, the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number include the plural number and vice versa, and the male gender shall include the female gender and vice versa unless the context clearly requires otherwise.

(a) "Governmental Requirement" means any permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, condition, certificate, license, authorization, or other direction or requirement of any governmental and/or regulatory national, state, or local entity with jurisdiction over COJ, COAB, and/or the COJ Property. Governmental Requirements shall include all applicable, relevant, or appropriate Florida statutes and Jacksonville ordinances, including without limitation any regulation found in the Florida Administrative Code and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, both within and outside the present contemplation of the respective parties to this transaction.

(b) "Hazardous Materials" means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, asbestos, radon, petroleum products, hazardous or toxic substances, or related materials, including without limitation those defined in:

(i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.*);

(ii) the Hazardous Materials Transportation Act, as amended (42 U.S.C. § 1808 *et seq.*);

(iii) the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901 *et seq.*);

(iv) regulations adopted and publications promulgated pursuant to the foregoing;

(v) any other Governmental Requirement; and

(vi) any other material the use, release, disposal, or presence of which may result in liability under any Governmental Requirement or common law action.

(e) "MOU" means collectively this MOU and any and all exhibits hereto, including any amendments or addenda which may supplement, modify, or amend same.

(f) "Section" means the numerical sections of this MOU and the respective subsections thereof. Each respective section begins with a numerical number and a capitalized

heading of the Section which is underlined to indicate the subject matter thereof.

3. The Project.

(a) COJ shall permit COAB to construct and/or install additional facilities and amenities on the COJ Property provided that COAB obtains written approval of any facility or amenity from COJ prior to construction thereof. No other use of the COJ Property is permitted without the prior written consent of COJ, which consent may be withheld in the absolute discretion of COJ.

(b) During the construction or installation of any facility or amenity, and with the prior permission of COJ, COAB may restrict access of the general public to the area of the COJ Property in which the facility or amenity is being constructed or installed.

(c) All COAB projects on the COJ Property will be subject to inspection by COJ through the Department of Public Works and the Department of Parks, Recreation and Community Services at all reasonable times, and no work will be considered complete until accepted as complete in writing by COJ.

(d) COAB shall be responsible for the costs of the maintenance and upkeep of all facilities it has built or builds on the COJ Property.

(e) COAB shall be responsible for the success of the wetland creation areas created by COAB on the COJ Property.

(f) All additions, alterations, changes, and/or improvements to the COJ Property made by COAB in carrying out the Project shall, upon completion thereof, become the property of COJ.

(g) COAB will continue to provide maintenance assistance on COJ Property to include daily opening/closing of entrance gate, trash removal, checking on condition of facilities and trails and reporting signs of vandalism and damages to park facilities and resources to the COJ.

4. Indemnification.

(a) COAB shall hold harmless, indemnify, and defend COJ, including without limitation its officers, directors, members, representatives, affiliates, agents, employees, successors, and assigns, against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, or recovered from and against any of the following arising directly or indirectly out of any of COAB's operations, work, or services performed in connection with this MOU, including but not limited to:

(i) any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligent act or omission on the part of COAB, its agents, affiliates, or assigns, regardless of where the damage, injury, or death occurred, or arising out of the failure of COAB to keep, observe, or perform any of its obligations under this MOU or in any other document or instrument delivered by COAB pursuant to this MOU;

(ii) any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs of cleanup, containment, or other remediation, and all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or in connection with: actions or activities of COAB, including but not limited to its agents, affiliates, or assigns ("Parties") that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to COAB's or other Parties' activities; any environmental, health, and safety liabilities arising out of or relating to the operation or other activities performed in connection with this MOU by COAB or any Party at any time on or prior to the Effective Date; or, any bodily injury (including illness, disability, and death, regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property), or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by COAB or any Party. Any remedial action and any proceeding relating to an environmental claim shall be the responsibility of COAB;

(iii) any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations by COAB or those under its control;

(iv) any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, or recovered from any of the foregoing, arising directly or indirectly out of: any breach of any representation or warranty made by COAB in connection with this MOU or in any certificate, document, writing, or other instrument delivered by COAB pursuant to this MOU; or, any breach of any covenant or obligation of COAB set forth in this MOU or any other certificate, document, writing, or other instrument delivered by COAB pursuant to this MOU;

(b) The indemnifications contained in Subsection 4(a), above, are separate and apart from, and are in no way limited by, any insurance provided pursuant to this MOU or otherwise. This Section 4 relating to indemnification shall survive the term of this MOU and any holdover and/or extension thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this MOU.

(c) The indemnifications given by COAB are subject to the provisions and limitations of Section 768.28, Florida Statutes, and shall not be construed as, and are not, a further waiver of COAB's sovereign immunity beyond the limited legislative waiver thereof in Section 768.28, Florida Statutes..

5. Title to Property. Title to the COJ Property shall remain vested with COJ, subject to the covenants, conditions, and terms of this MOU, and COAB shall have no interest in the title to the COJ Property. Any improvements made to the COJ Property shall be vested with COJ, which shall have the title thereto, subject to the covenants, conditions, and terms of this MOU. COJ shall always

remain vested with title to the COJ Property and in control thereof to ensure that neither COAB nor any other entity shall have the authority or right to violate Governmental Requirements affecting the COJ Property and the utilization thereof.

6. Hazardous Materials.

(a) COAB shall not knowingly use, handle, store, or permit the use, handling, or storage of Hazardous Materials on or in the COJ Property. COAB shall not dispose of or permit or allow the disposal, leakage, spillage, or discharge on the COJ Property of any Hazardous Material. If any Hazardous Material should be used, handled, or stored (except in accordance with this section) or if any Hazardous Material is disposed of or permitted to leak, spill, or discharge on the COJ Property by accident or otherwise, COAB shall provide immediate written notice thereof to COJ and shall immediately commence and diligently pursue the removal of any such Hazardous Material. COAB shall remediate, clean, and restore the Hazardous Material area in accordance with all applicable Governmental Requirements and pay all fines, fees, assessments, and penalties arising therefrom. COAB shall furnish COJ periodically at COJ's request certification that COAB is in compliance with the provisions of this section.

(b) COAB shall provide written notice to COJ within three (3) days of:

(i) any change in COAB's utilization and operation of the COJ Property involving the use, handling, or storage of Hazardous Materials;

(ii) receipt of any warning, notice, notice of violation, lawsuit, or the like from any governmental agency or regulatory authority relating to environmental compliance;

(iii) receipt of any complaint, claim, or lawsuit filed by any third party relating to environmental compliance; or

(iv) release, spillage, leakage, or disposal of any Hazardous Material on the COJ Property.

(c) If COAB shall fail to comply with any of the provisions of this section, COJ shall have the right, but shall not be obligated, to enter onto the COJ Property and take such steps and incur such expenses as COJ shall deem necessary to correct COAB's default, including, without limiting the generality of the foregoing, the making of all replacements or repairs for which COAB is responsible, and COAB shall reimburse COJ on demand for any expense incurred by COJ as a result thereof.

(d) "Hazardous Materials" shall have the meaning set forth in Section 2(b) above.

7. Default.

(a) Each of the following events shall be a default hereunder by COJ or COAB, as the case may be, and shall constitute a breach of this MOU:

(i) if a party shall fail to perform any of the covenants, conditions, and terms of this MOU on such party's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof from the other party;

If to COAB:

Director of Public Works
1200 Sandpiper Lane
Atlantic Beach, FL 32233

or such other address either party from time to time may specify in writing to the other.

(b) Legal Representation. Each respective party to this MOU has been represented by counsel or has knowingly and willfully refused representation by counsel in the negotiation of this MOU; accordingly, no provision of this MOU shall be construed against a respective party due to the fact that it or its counsel drafted, dictated, or modified this MOU or any covenant, condition, or term hereof.

(c) Further Instruments. Each respective party hereto shall from time to time execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this MOU.

(d) Severability of Invalid Provision. If any one or more of the agreements, provisions, covenants, conditions, and terms of the MOU shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions, or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining agreements, provisions, covenants, conditions, and terms of the MOU and shall in no way affect the validity of any of the other provisions hereof.

(e) No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation, or agreement contained herein shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation, or agreement of any member, officer, employee, or agent of COJ or COAB in his or her individual capacity, and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery hereof.

(f) Third Party Beneficiaries. Nothing herein express or implied is intended or shall be construed to confer upon any entity other than COJ and COAB any right, remedy, or claim, equitable or legal, under and by reason of this MOU or any provision hereof, all provisions, conditions, and terms hereof being intended to be and being for the exclusive and sole benefit of COJ and COAB.

(g) Survival of Representations and Warranties. The respective indemnifications, representations, and warranties of the respective parties to this MOU shall survive the expiration or termination of the MOU and remain in effect.

(h) Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Florida and the ordinances of the City of Jacksonville. Wherever possible, each provision, condition, and term of this MOU shall be interpreted in such manner as to be effective and valid under applicable law; but, if any provision, condition, or term of this MOU, or any documentation executed and delivered hereto, shall be prohibited by or invalid under such applicable law, then such provision, condition, or term shall be ineffective to the extent of such

prohibition or invalidity without invalidating the remainder of such provision, condition, or term or the remaining provisions, conditions, and terms of this MOU or any documentation executed and delivered pursuant hereto.

(i) Section Headings. The section headings inserted in this MOU are for convenience only and are not intended to and shall not be construed to limit, enlarge, or affect the scope or intent of this MOU or the meaning of any provision, condition, or term hereof.

(j) Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

(k) Entire Agreement. This MOU contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents, or their employees made outside of this MOU and not contained herein shall form any part hereof or bind any respective party hereto. This MOU shall not be supplemented, amended, or modified except by written instrument signed by the respective parties hereto.

(l) Attorney's Fees and Costs. In any litigation arising out of or pertaining to this MOU, the prevailing party shall be entitled to an award of its attorney's fees and costs, whether incurred before, during, or after trial, or upon any appellate level.

(m) Time. Time is of the essence of this MOU. When any time period specified herein falls upon a Saturday, Sunday or legal holiday, the time period shall be extended to 5:00 p.m. on the next ensuing business day.

(n) Waiver of Defaults. The waiver by either party of any breach of this MOU by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this MOU.

IN WITNESS WHEREOF, the respective parties hereto have executed this MOU for the purposes expressed herein effective the day and year first above written.

ATTEST:

James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



ATTEST:

Donna L. Bartle
Print Name: Donna L. Bartle

Brenna M. Darden
Print Name: Brenna M. Darden

Form Approved:

By: James R. McCain, Jr.
Assistant General Counsel

CITY OF JACKSONVILLE

By: Lenny Curry
Lenny Curry, Mayor

CITY OF ATLANTIC BEACH

By: Mitchell E. Reeves
Print Name: Mitchell E. Reeves
Title: Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

EXHIBIT A

Legal Description of Dutton Island Preserve

PREPARED BY & RETURN TO:
ALAN C. JENSEN, ESQUIRE
P.O. Box 50457
Jacksonville Beach, FL 32240-0457

Doc# 2002362565
Book: 10824
Pages: 2114 - 2137
Filed & Recorded
12/20/2002 09:02:03 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 97.00
TRUST FUND \$ 12.50
DEED DOC STAMP \$ 0.70

CORRECTIVE PERSONAL REPRESENTATIVE'S DEED

THIS DEED of conveyance is made this 5th day of ~~March~~ ^{APRIL}, 2002, by Ceylon Rentz, Personal Representative of the Estate of Walter E. Dutton, deceased, whose address is 9471 Baymeadows Road, Suite 203, Jacksonville, Florida 32256, hereinafter called the Grantor, to City of Atlantic Beach, Florida municipal corporation, FEIN 59-6000267 and tax exempt #26-02-107391-54C (exp. 6/10/02), and to the City of Jacksonville, a Florida municipal corporation, FEIN 59-6000344 and tax exempt #26-08-107377-54C (exp. 6/10/02), whose mailing address is: 117 West Duval Street, Jacksonville, Florida 32202, hereinafter called the Grantees.

WITNESSETH:

WHEREAS, Walter E. Dutton is now deceased and the Estate of said decedent is being administered in the Circuit Court of Duval County, Florida, Probate No. 96-01271-CP; and

WHEREAS, the Grantor is authorized and empowered by law to convey the property hereinafter described;

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof are hereby acknowledged, the Grantor does hereby convey to the Grantees that certain real property situate, lying and being in Duval County, Florida, described as:

See Exhibit A attached

TOGETHER WITH all riparian rights thereunto belonging or in anyway appertaining.

By acceptance of this deed, Grantees herein hereby agree that the use of the property described herein shall be subject to the covenants and restrictions as set forth in the Grant Award Agreement attached hereto as Exhibit B. These covenants and restrictions shall run with the title to the property herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by Grantees or by some third party with the knowledge of Grantees, fee simple title to the property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to Grantees, their successors and assigns, and Grantees, their successors and assigns shall forfeit all right, title and interest in and to the property described herein.

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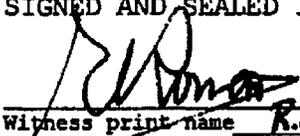
This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby reimposed.

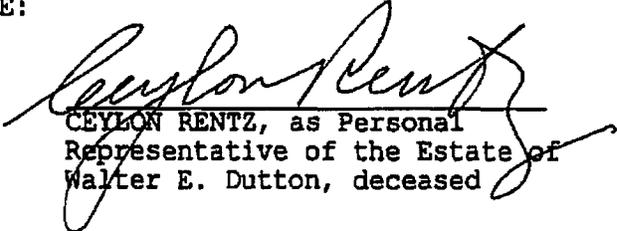
Grantor does hereby covenant that Grantor is duly qualified and acting Personal Representative of the Estate of said decedent as aforesaid, with lawful authority to execute this instrument; and that Grantor will defend said lands against the lawful claims of any persons whomsoever claiming or holding by, through or under Grantor.

THIS DEED IS BEING GIVEN SOLELY FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION IN THAT CERTAIN DEED RECORDED IN O.R. BOOK 8894, PAGE 1188, CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

IN WITNESS WHEREOF, Grantor has executed this deed under seal the day and year first above written.

SIGNED AND SEALED IN OUR PRESENCE:


Witness print name R. Lee Row III


CEYLON RENTZ, as Personal Representative of the Estate of Walter E. Dutton, deceased

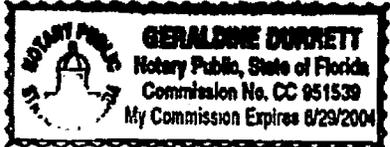

Witness print name Geraldine Durrett

STATE OF FLORIDA
COUNTY OF DUVAL

5th The foregoing instrument was acknowledged before me this 5th day of March, 2002, by Ceylon Rentz, as Personal Representative of the Estate of Walter E. Dutton, deceased, who is personally known to me or who have produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Printed name: Geraldine Durrett
State and county aforesaid (Seal)
My Commission Expires: 6/29/04



DUTTON ISLAND LEGAL DESCRIPTION

A PART OF UNSURVEYED SECTION 7, TOGETHER WITH A PART OF SECTION 40, CLAIM OF BARTOLOME DE CASTRO Y FERRER, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 29 EAST, OF SAID COUNTY; THENCE SOUTH 00° 23' 10" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 18, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE CENTER LINE OF DUTTON DRIVE (A 66.00 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89° 49' 10" WEST, ALONG THE CENTERLINE OF SAID DUTTON DRIVE, A DISTANCE OF 1298.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 573.69 FEET, AND A CENTRAL ANGLE OF 44° 05' 00"; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONTINUING ALONG SAID CENTER LINE, A DISTANCE OF 441.40 FEET TO THE POINT OF TANGENCY (SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF, SOUTH 68° 08' 20" WEST, 430.59 FEET); THENCE SOUTH 46° 05' 50" WEST, CONTINUING ALONG SAID CENTER LINE, A DISTANCE OF 675.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 573.69 FEET, AND A CENTRAL ANGLE OF 49° 16' 20"; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONTINUING ALONG SAID CENTER LINE, A DISTANCE OF 493.35 FEET TO THE POINT OF TANGENCY (SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF, SOUTH 70° 44' 00" WEST, 478.29 FEET); THENCE NORTH 84° 37' 50" WEST, CONTINUING ALONG SAID CENTER LINE OF DUTTON DRIVE, AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 398 FEET MORE OR LESS, TO AN INTERSECTION WITH THE 2.25 FOOT ELEVATION CONTOUR LINE OF DUTTON ISLAND, SAID CONTOUR LINE BEING THE MEAN HIGH WATER LINE AS ESTABLISHED BY THE DEPARTMENT OF NATURAL RESOURCES, STATE OF FLORIDA, ALSO BEING THE POINT OF BEGINNING;

FROM THE ABOVE DESCRIBED POINT OF BEGINNING, RUN THENCE NORTHERLY, WESTERLY, SOUTHERLY, EASTERLY, AND NORTHEASTERLY, FOLLOWING ALONG THE AFOREMENTIONED 2.25 FOOT CONTOUR LINE AND SAID MEAN HIGH WATER LINE, A DISTANCE OF 7,979 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 37.77 ACRES, MORE OR LESS.

EXHIBIT A

This document prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

FLORIDA COMMUNITIES TRUST
P56 AWARD# 95-058-P56
FCT Contract# 98-CT-3T-9556-11-068

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 25th day of March, 1998, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and CITY OF ATLANTIC BEACH and CITY OF JACKSONVILLE (FCT Recipient), a local government of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans and in otherwise conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 1 of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources Preservation 2000 Revenue Bonds ("Bonds");

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08-28-1997



WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site is acquired and the deed whereby the FCT Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Bond award.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Duval County, Florida, as Exhibit "B" of the warranty deed vesting fee simple title to the Project Site in the FCT Recipient, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Preservation

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08-28-1997

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2000 Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient: City of Atlantic Beach
800 Seminole Road, Atlantic Beach, FL 32223
City of Jacksonville
117 West Duval Street, Jacksonville, FL 32202
ATTN: Vicki Reynolds

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site

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shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

4. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses

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necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The FCT Recipient shall prepare and submit to FCT an annual report as required by Rule 9X-4.013, F.A.C.

3. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

4. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The FCT Recipient shall, through its agents and employaes, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved project plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

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9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

IV. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax consequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.

1. The FCT Recipient shall provide outdoor recreational facilities including nature trails, interpretive signage, observation areas, restrooms and limited parking on the Project Site. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources on the Project Site without causing harm to those resources.

2. The timing and extent of a vegetative communities and plant species survey of the Project Site shall be specified in the management plan. The FCT Recipient shall detail how the survey shall be used during development of the site to insure the protection, restoration, and preservation of the natural resources on the Project Site.

3. The coastal hammock, pine flatwoods and saltmarsh communities that exist on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these vegetative communities.

4. The Project Site shall be managed in a manner that optimizes habitat for listed wildlife species that utilize or could

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Exhibit B (7 of 21)

potentially utilize the Project Site, including the manatee, bobcat, muskrat, river otter and listed wading birds. The FCT Recipient shall coordinate with the Game and Freshwater Fish Commission and Department of Environmental Protection's Office of Protected Species Management on the management of the Project on the management of the Project Site for the protection of listed species and listed species habitat. The FCT Recipient shall also conduct periodic surveys of listed species using the Project Site and develop informational signs relating to the protection of listed animal species and their habitat.

5. The FCT Recipient shall ensure that the Project Site and listed animal species and their habitat are sufficiently buffered from the adverse impacts of adjacent land uses.

6. The FCT Recipient shall restore 18 acres of the Project Site by removing exotic vegetation, replanting trail roads with native vegetative species, restoring the aquatic habitat of the freshwater lake and adding culverts to the dike road to restore the hydrology of the saltmarsh.

7. The FCT Recipient shall coordinate with the St. Johns River Water Management District in the development of a hydrologic restoration plan for the Project Site.

8. A vegetation analysis of the Project Site shall be performed to determine which areas of the Project Site need a prescribed burning regime implemented to maintain natural fire-dependent vegetative communities. The FCT Recipient shall coordinate with Division of Forestry and Game and Fresh Water Fish Commission on the development of a prescribed burn plan for the Project Site.

9. The FCT Recipient shall remove all trash and debris from the Project Site.

10. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Department of State, Division of Historic Resources, in order to prevent the disturbance of significant sites.

11. Access to the Project Site by pedestrians, bicyclists and persons on non-motorized vehicles shall be promoted except in those areas where resource protection considerations warrant limiting access.

12. The FCT Recipient shall provide educational programs at the Project Site. The programs shall include guided walks and special programs for school groups and the general public.

13. As described in it's application, the FCT Recipient shall provide an organized recreational program directed toward the participation of at-risk-youth. The program shall be offered on a continuing basis at the Project Site focusing on the mitigation of juvenile crime through the provision of recreational opportunities.

14. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and conditions of the FCT award.

THIS GRANT AWARD AGREEMENT embodies the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

CITY OF ATLANTIC BEACH

Julie M Brandt
Witness Name:

BY: Suzanne Shaughnessy
Its: Mayor

Patricia Amozeth
Witness Name:

Date: 12 March 1998

Attest: Maurice King
Clerk

Accepted as to Legal Form and Sufficiency:

[Signature]
Date: 3-23-98

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12 day of MARCH, 1998, by SUZANNE SHAUGHNESSY, as Mayor. He/She is personally known to me.

Patricia Amozeth
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____



Patricia Amozeth
MY COMMISSION # 12345 EXPIRES
AUGUST 27, 2000
SIGNED THIS DAY FOR DELIVERANCE IN

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Witness:

CITY OF JACKSONVILLE

Linda Schneider
Witness Name:
Louis P. Stokes
Witness Name:

BY: [Signature]
Its:

Date: 10/28/97

Attest: Lorie Williams
Clark Corporation Secretary

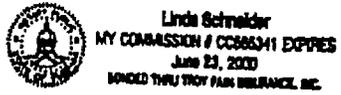
As authorized by Ord. 96-1095-662 and Resolutions 96-482-254 & 97-966-A, the latter of which amended pg. 13 of the Management Plan. A copy of the amended page is attached hereto.

Accepted as to Legal Form and Sufficiency: [Signature]
GREGORY K. RADLINSKI
ASSISTANT GENERAL COUNSEL
Date: 10/23/97

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of October, 1997, by John A. Delaney, as Mayor of Jacksonville. He/She is personally known to me.

Linda Schneider
Notary Public
Print Name: Linda Schneider
Commission No. _____
My Commission Expires: _____



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FLORIDA COMMUNITIES TRUST

Jessie B. Dugan
Witness Name:

James F. Murley
James F. Murley, Chair

Camelia J. Kufner
Witness Name:

Date: 3-25-98

Accepted as to Legal Form and Sufficiency:

Ann J. Wild
Ann J. Wild, Trust Counsel

Date: 3/25/98

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25th day of March, 1998 by JAMES F. MURLEY, as Chair of the Florida Communities Trust. He is personally known to me.



Jessica D. Dugan
MY COMMISSION # GC588651 EXPIRES
December 10, 2000
FORGED THAT TRY FOR FIDELITY, INC.

Jessie B. Dugan
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

EXHIBIT A

Section 40, claim of Bartolome De Castro Y. Ferrer, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 18, Township 2 South, Range 29 East, of said County, and run thence South $00^{\circ}23'10''$ East, along the Easterly line of said Section 18, a distance of 10.00 feet to a point of intersection with the centerline of Dutton Drive, (a 66 foot right of way as now established); run thence North $89^{\circ}49'10''$ West, along said centerline of said Dutton Drive, a distance of 1298.03 feet to a point of curvature of a curve concave Southeasterly, having a radius of 573.69 feet and a central angle of $44^{\circ}05'00''$; run thence along and around the arc of said curve and continuing along said centerline, an arc length of 441.40 feet, said arc being subtended by a chord having a bearing of South $68^{\circ}08'20''$ West, and a distance of 430.59 feet to a point of tangency; run thence South $46^{\circ}05'50''$ West, continuing along said centerline, a distance of 675.29 feet to a point of curvature of a curve concave Northwesterly, having a radius of 573.69 feet and a central angle of $49^{\circ}16'20''$; run thence along and around the arc of said curve and continuing along said centerline, an arc length of 493.35 feet, said arc being subtended by a chord having a bearing of South $70^{\circ}44'00''$ West, and a distance of 478.29 feet to a point of tangency; run thence North $84^{\circ}37'50''$ West, continuing along said centerline and a prolongation thereof, a distance of 398 feet, more or less, to the 2.12 foot elevation contour line and being the mean high water line as established by Department of Natural Resources, State of Florida and to the Point of Beginning.

From the above described Point of Beginning, run thence Northerly, Westerly, Southerly, Easterly and Northeasterly, following along said 2.12 foot contour line and said mean high water line, a distance of 7650 feet, more or less, to the Point of Beginning.

The above described lands, being the same lands of the claim of Bartolome De Castro Y. Ferrer for 35 acres, situated in Township 2 South, Range 29 East, as shown on a survey executed in the fourth quarter of the year 1833 by Henry Washington, a deputy surveyor, which grant was confirmed by John Wescott, Surveyor General of Florida, June 20, 1857, and recorded in the private land claims Volume 2, page 128, and being described as follows:

Beginning at a point in the Western line of fractional Section 18, 12.50 chains, North 17° East from the Southwest corner; thence West across the salt marsh, 5.00 chains to a point on the island comprising this claim, thence along the margin of the marsh, around the island as follows: North 9° West, 16.00 chains; thence South 87° West, 14.00 chains; thence South 6° East, 25.00 chains; thence South 63° East, 4.00 chains; thence North 30° East, 5.00 chains; thence South 50° East, 6.00 chains; thence North 16° East, 11.26 chains to the Place of Beginning.

Property Appraiser's Parcel Identification No. 179290-0000.

Easement for Ingress and Egress

A portion of land lying in Unsurveyed Section 18, Section 18, and Section 40, Claim of Bartolome De Castro Y. Ferrer, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 18, of said Township, Range, and County, and run thence South $00^{\circ} 23' 10''$ East, along the Easterly line of said Section 18, a distance of 10.00 feet to a point of intersection with the centerline of Dutton Drive, (a 66 foot right of way as now established); run thence North $89^{\circ} 49' 10''$ West, along said centerline of said Dutton Drive, a distance of 1298.03 feet to a point of curvature of a curve concave Southeasterly, having a radius of 573.69 feet and a central angle of $44^{\circ} 05' 00''$; run thence along and around the arc of said curve and continuing along said centerline, an arc length of 441.40 feet, said arc being subtended by a chord having a bearing of South $68^{\circ} 08' 20''$ West, and a distance of 430.59 feet to a point of tangency; run thence South $46^{\circ} 05' 50''$ West, continuing along said centerline, a distance of 675.29 feet to a point of curvature of a curve concave Northwesterly, having a radius of 573.69 feet and a central angle of $30^{\circ} 22' 25''$ more or less; run thence along and around the arc of said curve and continuing along said centerline, an arc length of 304 feet, more or less said arc being subtended by a chord having a bearing of South $61^{\circ} 17' 03''$ West more or less, and a distance of 300 feet more or less to a point on a curve on the centerline of said Dutton Drive and the intersection point of the 2.70 foot elevation contour line being the sale upland line as established by Department of Natural Resources, State of Florida and the Point of Beginning.

From the above described Point of Beginning, run thence South $51^{\circ} 30' 26''$ West more or less, along said 2.70 sale upland line, 70 feet more or less to a point on a curve concave Northerly having a radius of 606.69 feet; thence Southwesterly along the arc of said curve through a central angle of $12^{\circ} 52' 23''$ more or less, an arc distance of 136 feet more or less, to the Point of Tangency, said arc being subtended by a chord bearing and distance of South $88^{\circ} 55' 59''$ West more or less, 136 feet more or less; run

thence North $84^{\circ} 37' 50''$ West, 400 feet more or less to the Safe Upland Line of Section 40, claim of Bartolome De Castro Y. Ferrer, Township 2 South, Range 29 East, of said county, thence North $05^{\circ} 22' 13''$ East, along said safe upland line lying in said section 40, a distance of 66.00 feet; thence South $64^{\circ} 37' 50''$ East, 400 feet more or less to the Point of Curvature of a curve concave Northerly having a radius of 540.69 feet; thence Northeasterly along the arc of said curve through a central angle of $27^{\circ} 59' 48''$ more or less, an arc distance of 262 feet more or less, to a point on a curve; thence South $51^{\circ} 30' 26''$ West along said safe uplands line 94 feet more or less to the Point of Beginning.

The above described land containing 0.90 acres, or 39.116 square feet more or less.

This instrument prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

FCT CONTRACT#98-CT-3T-95-S6-J1-058
FLORIDA COMMUNITIES TRUST
P56 AWARD# 95-058-P56

AMENDMENT I
GRANT AWARD AGREEMENT

THIS AMENDMENT I to the GRANT AWARD AGREEMENT is entered into this 6th day of December, 2002, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the CITY OF JACKSONVILLE and the CITY OF ATLANTIC BEACH, local governments of the State of Florida ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, and the lands acquired with such proceeds and as described in Exhibit "A.I" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 259, 375 and 380, Florida Statutes.

WHEREAS, FCT and FCT Recipient entered into a Grant Award Agreement dated March 25, 1998, and recorded March 27, 1998, as Exhibit "A" to the Personal Representatives Deed, in Official Records Book 8894, page 1188, Public Records of Duval County, Florida, at the time of the acquisition of the Project Site, as described in Exhibit "A" to the above-described Deed and Grant Award Agreement;

WHEREAS, the legal description attached to the above-referenced Deed and Grant Award Agreement is being corrected and recorded by Corrective Personal Representative's Deed;

WHEREAS, the legal description in Exhibit "A" to the Grant Award Agreement must be corrected to conform to the legal description in Exhibit "A" of the Corrective Personal Representative's Deed;

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Exhibit B (15 of 21)

WHEREAS, General Conditions paragraph 3 of the Grant Award Agreement states that this Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT;

WHEREAS, the purpose of this Amendment is to correct the legal description attached to the Grant Award Agreement;

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

The Grant Award Agreement dated March 25, 1998, and recorded March 27, 1998, as Exhibit "A" to the Personal Representatives Deed, in Official Records Book 8894, page 1188, Public Records of Duval County, Florida, County, Florida, is hereby amended to delete Exhibit "A" to the Grant Award Agreement and to substitute the attached Exhibit "A.I." to the Grant Award Agreement.

This Amendment I to the Grant Award Agreement, including Exhibit "A.I." and the Grant Award Agreement, embody the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Betsy Toner
Witness Name: Betsy Toner
Kevin L Seber
Witness Name: Kevin L Seber

FLORIDA COMMUNITIES TRUST
[Signature]
Janice Browning
Executive Director
Date: 11/21/02

Accepted as to Legal Form and Sufficiency:
[Signature]
Ann J. Wild, Trust Counsel
Date: 11/18/02

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21st
day of November, 2002, by Janice Browning, as Executive
Director of the Florida Communities Trust. She is personally known
to me.



Ann J. Wick
MY COMMISSION # CC932448 EXPIRES
AUGUST 30, 2004
BONDED FIDELITY FARM INSURANCE, INC.

Ann J. Wick
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

CITY OF ATLANTIC BEACH

Theresa D. Buchanan
Witness Name: _____
Theresa D. Buchanan
Witness Name: _____
THERESA D. BUCHANAN

James R. Hanson
BY: _____
Its: City Manager

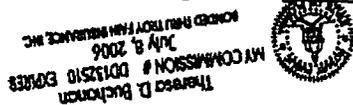
Accepted as to Legal Form and
Sufficiency:

Alan C. Jensen
ALAN C. JENSEN
Date: 12/3/02 CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th
day of December, 2002, by James R. Hanson, as
City Manager of the City of Atlantic Beach and who is
personally known to me.

Theresa D. Buchanan
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____



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AMENDI\11/01/2002

Attest:

CITY OF JACKSONVILLE

Neill W. McArthur, Jr.
Neill W. McArthur, Jr.
Corporation Secretary

By: John A. Delaney
John A. Delaney, Mayor



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of December, 2002, by John A. Delaney and Neill W. McArthur, Jr., the Mayor and Corporation Secretary, respectively, of the City of Jacksonville, a municipal corporation, on behalf of the corporation. Such persons are personally known to me.

Joan B. Stoops
JOAN B. STOOPS
[print or type name]
Notary Public, State of Florida at Large



JOAN B. STOOPS
Notary Public, State of Florida
My comm. expires Mar. 27, 2004
Comm. No. CC 907802

FORM APPROVED

By: [Signature]
Office of General Counsel

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DUTTON ISLAND LEGAL DESCRIPTION

Book 10824 Page 2135

A PART OF UNSURVEYED SECTION 7, TOGETHER WITH A PART OF SECTION 40, CLAIM OF BARTOLOME DE CASTRO Y FERRER, ALL LYING IN TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 29 EAST, OF SAID COUNTY; THENCE SOUTH 00° 23' 10" EAST, ALONG THE EASTERLY LINE OF SAID SECTION 18, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE CENTER LINE OF DUTTON DRIVE (A 66.00 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 89° 49' 10" WEST, ALONG THE CENTERLINE OF SAID DUTTON DRIVE, A DISTANCE OF 1298.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 573.69 FEET, AND A CENTRAL ANGLE OF 44° 05' 00"; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONTINUING ALONG SAID CENTER LINE, A DISTANCE OF 441.40 FEET TO THE POINT OF TANGENCY (SAID ARC SUBTENDE BY A CHORD BEARING AND DISTANCE OF, SOUTH 68° 08' 20" WEST, 430.59 FEET); THENCE SOUTH 46° 05' 50" WEST, CONTINUING ALONG SAID CENTER LINE, A DISTANCE OF 675.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 573.69 FEET, AND A CENTRAL ANGLE OF 49° 16' 20"; THENCE ALONG AND AROUND THE ARC OF SAID CURVE, CONTINUING ALONG SAID CENTER LINE, A DISTANCE OF 493.35 FEET TO THE POINT OF TANGENCY (SAID ARC SUBTENDE BY A CHORD BEARING AND DISTANCE OF, SOUTH 70° 44' 00" WEST, 478.29 FEET); THENCE NORTH 84° 37' 50" WEST, CONTINUING ALONG SAID CENTER LINE OF DUTTON DRIVE, AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 398 FEET MORE OR LESS, TO AN INTERSECTION WITH THE 2.25 FOOT ELEVATION CONTOUR LINE OF DUTTON ISLAND, SAID CONTOUR LINE BEING THE MEAN HIGH WATER LINE AS ESTABLISHED BY THE DEPARTMENT OF NATURAL RESOURCES, STATE OF FLORIDA, ALSO BEING THE POINT OF BEGINNING;

FROM THE ABOVE DESCRIBED POINT OF BEGINNING, RUN THENCE NORTHERLY, WESTERLY, SOUTHERLY, EASTERLY, AND NORTHEASTERLY, FOLLOWING ALONG THE AFOREMENTIONED 2.25 FOOT CONTOUR LINE AND SAID MEAN HIGH WATER LINE, A DISTANCE OF 7,979 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 37.77 ACRES, MORE OR LESS.

Reason for Ingress and Egress

A portion of land lying in Unsurveyed Section 18, Section 18, and Section 40, Claim of Bartolome De Castro Y. Ferrer, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 18, of said Township, Range, and County, and run thence South $00^{\circ} 23' 10''$ East, along the Easterly line of said Section 18, a distance of 10.00 feet to a point of intersection with the centerline of Dutton Drive, (a 66 foot right of way as now established); run thence North $89^{\circ} 49' 10''$ West, along said centerline of said Dutton Drive, a distance of 1298.03 feet to a point of curvature of a curve concave Southeastery, having a radius of 573.69 feet and a central angle of $44^{\circ} 05' 00''$; run thence along and around the arc of said curve and continuing along said centerline, an arc length of 441.40 feet, said arc being subtended by a chord having a bearing of South $68^{\circ} 08' 20''$ West, and a distance of 430.59 feet to a point of tangency; run thence South $46^{\circ} 05' 50''$ West, continuing along said centerline, a distance of 675.29 feet to a point of curvature of a curve concave Northwesterly, having a radius of 573.69 feet and a central angle of $30^{\circ} 22' 25''$ more or less; run thence along and around the arc of said curve and continuing along said centerline, an arc length of 304 feet, more or less said arc being subtended by a chord having a bearing of South $61^{\circ} 17' 03''$ West more or less, and a distance of 300 feet more or less to a point on a curve on the centerline of said Dutton Drive and the intersection point of the 2.70 foot elevation contour line being the sale upland line as established by Department of Natural Resources, State of Florida and the Point of Beginning.

From the above described Point of Beginning, run thence South $51^{\circ} 30' 26''$ West more or less, along said 2.70 sale upland line, 70 feet more or less to a point on a curve concave Northerly having a radius of 606.69 feet; thence Southwesterly along the arc of said curve through a central angle of $12^{\circ} 52' 23''$ more or less, an arc distance of 136 feet more or less, to the Point of Tangency, said arc being subtended by a chord bearing and distance of South $88^{\circ} 55' 59''$ West more or less, 136 feet more or less; run

thence North $84^{\circ} 37' 50''$ West, 400 feet more or less to the Safe Upland Line of Section 40, claim of Bartolome De Castro Y. Ferrer, Township 2 South, Range 29 East, of said county, thence North $05^{\circ} 22' 13''$ East, along said safe upland line lying in said section 40, a distance of 66.00 feet; thence South $84^{\circ} 37' 50''$ East, 400 feet more or less to the Point of Curvature of a curve concave Northerly having a radius of 540.69 feet; thence Northeasterly along the arc of said curve through a central angle of $27^{\circ} 59' 48''$ more or less, an arc distance of 262 feet more or less, to a point on a curve; thence South $51^{\circ} 30' 26''$ West along said safe uplands line 94 feet more or less to the Point of Beginning.

The above described land containing 0.90 acres, or 39,116 square feet more or less.

Exhibit B
Legal Description of the Dutton Island Expansion Property

This Instrument Prepared By:
Record and Return To:
H. Joseph O'Shields, Esquire
Rogers, Towers, Bailey, Jones & Gay
1301 Riverplace Boulevard, Suite 1500
Jacksonville, FL 32207

Doc# 2000002681
Book: 9509
Pages: 2227 - 2229
Filed & Recorded
01/05/00 02:10:22 PM
HENRY W COOK
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 2.00
DEED DOC STAMP \$ 18,550.00
RECORDING \$ 13.00

Duval County Property Appraiser RE No. 169393-0000

178398 or
169393

SPECIAL WARRANTY DEED

THIS INDENTURE is made, executed and delivered as of this 20th day of December, 1999, between CENTEX HOMES, a Nevada general partnership ("Grantor"), and CITY OF JACKSONVILLE, a municipal corporation ("Grantee"), whose address is 117 West Duval Street, Suite 480, Jacksonville, Florida 32202;

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee, its heirs, legal representatives, successors and assigns forever, the following described land (the "Land"), situate, lying and being in the County of Duval, State of Florida:

See Exhibit "A" attached hereto and by this reference made a part hereof.

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to the following permitted encumbrances (the "Permitted Encumbrances"):

1. Real estate taxes for the year 2000 and subsequent years; and
2. Easements, covenants, conditions, restrictions and reservations of record, reference to which shall not operate to reimpose same.

To have and to hold the Property in fee simple forever.

Except as set forth in the Permitted Encumbrances, the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

178398
③

③

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

CENTEX HOMES, a Nevada general
partnership

By: Centex Real Estate Corporation, a Nevada
corporation, its Managing General Partner

By: Candice Paulsen
Candice M. Paulsen
Division Controller

Joseph O'Sullivan
Print Name: Joseph O'Sullivan

Suzanne S. Howard
Print Name: Suzanne S. Howard

Address:
6620 South Point Drive South
Jacksonville, Florida 32216

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21st day of December 1999,
by Candice M. Paulsen, the Division Controller, of Centex Real Estate Corporation, a Nevada
corporation, the managing general partner of CENTEX HOMES, a Nevada general partnership,
on behalf of the partnership. She (check one) is personally known to me or has
produced _____ as identification.

Jo Ann Thomas
Notary Public, State of Florida
Name: JO ANN THOMAS
My Commission Expires: _____
My Commission Number is: _____

H:\USER\MBW\HJO\Centex\Special Warranty Deed.wpd



JoAnn Thomas
MY COMMISSION # CC535787 EXPIRES
March 22, 2000
BONDED THRU TROY FARM INSURANCE, INC.

EXHIBIT A

Book 9509 Page 2229

A PORTION OF GOVERNMENT LOTS 3 AND 4, SECTION 7, TOWNSHIP 2 SOUTH, RANGE 29 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF LOT 3, AS SHOWN ON THE PLAT OF HIDDEN COVE UNIT ONE, AS RECORDED IN PLAT BOOK 50, PAGES 14, 14A, 14B AND 14C OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND RUN NORTH 89° 59' 56" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF DUTTON ROAD (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 997.46 FEET TO A POINT OF CURVATURE IN SAID NORTHERLY RIGHT OF WAY LINE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID NORTHERLY RIGHT OF WAY LINE, SAID CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 805.96 FEET, AN ARC DISTANCE OF 250.79 FEET TO A POINT ON THE SOUTHERLY LINE OF PREVIOUSLY MENTIONED GOVERNMENT LOT 4, SECTION 7, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78° 08' 41" WEST, 248.00 FEET; THENCE SOUTH 88° 57' 54" WEST, CONTINUING ALONG SAID SOUTHERLY LINE OF GOVERNMENT LOT 4, A DISTANCE OF 842.73 FEET; THENCE NORTH 15° 51' 34" EAST, PARALLEL WITH THE WESTERLY LINE OF SAID GOVERNMENT LOT 4, SECTION 7, A DISTANCE OF 1,198.41 FEET; THENCE SOUTH 88° 57' 54" WEST, PARALLEL WITH SAID SOUTHERLY LINE OF GOVERNMENT LOT 4, SECTION 7, A DISTANCE OF 300.00 FEET TO A POINT ON SAID WESTERLY LINE OF GOVERNMENT LOT 4; THENCE NORTH 15° 51' 34" EAST, ALONG THE WESTERLY LINE OF SAID GOVERNMENT LOT 4, TO AND ALONG THE WESTERLY LINE OF PREVIOUSLY MENTIONED GOVERNMENT LOT 3, SECTION 7, A DISTANCE OF 977.82 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE OF GOVERNMENT LOT 3; THENCE NORTH 13° 36' 47" WEST, CONTINUING ALONG SAID WESTERLY LINE OF GOVERNMENT LOT 3, A DISTANCE OF 550.23 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 88° 55' 24" EAST, ALONG THE NORTHERLY LINE OF SAID GOVERNMENT LOT 3 (ALSO TO AND ALONG A SOUTHERLY LINE OF CYPRESS COVE UNIT FIVE (PHASE ONE), AS RECORDED IN PLAT BOOK 43, PAGES 88 AND 88A OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY), A DISTANCE OF 1,932.41 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 3; THENCE SOUTH 02° 12' 13" EAST, ALONG THE EASTERLY LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 580.08 FEET TO A POINT ON THE NORTH LINE OF HIDDEN COVE UNIT THREE, AS RECORDED IN PLAT BOOK 50, PAGES 93 AND 93A OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89° 05' 14" WEST, ALONG SAID NORTH LINE OF HIDDEN COVE UNIT THREE, A DISTANCE OF 285.00 FEET TO THE NORTHWEST CORNER OF LOT 48, SAID HIDDEN COVE UNIT THREE; THENCE SOUTH 02° 12' 13" EAST, ALONG THE WESTERLY LINE OF SAID HIDDEN COVE UNIT THREE, A DISTANCE OF 704.00 FEET TO THE SOUTHWEST CORNER OF LOT 39, SAID HIDDEN COVE UNIT THREE; THENCE SOUTH 89° 05' 14" WEST, ALONG THE NORTHERLY LINE OF LOTS 37, 38, 35, 34, 33, 32 AND 31, AS SHOWN ON THE PLAT OF HIDDEN COVE UNIT TWO, AS RECORDED IN PLAT BOOK 50, PAGES 95, 95A AND 95B OF SAID CURRENT PUBLIC RECORDS, A DISTANCE OF 335.80 FEET TO THE NORTHWEST CORNER OF SAID LOT 31; THENCE SOUTH 01° 39' 38" EAST, ALONG THE WESTERLY LINE OF SAID LOT 31, A DISTANCE OF 75.94 FEET TO THE NORTHEAST CORNER OF LOT 30, SAID HIDDEN COVE UNIT TWO; THENCE SOUTH 89° 05' 14" WEST, ALONG THE NORTHERLY LINE OF SAID LOT 30, A DISTANCE OF 270.00 FEET TO THE NORTHWEST CORNER THEREOF; RUN THENCE SOUTH 01° 39' 38" EAST ALONG THE WESTERLY LINE OF SAID HIDDEN COVE UNIT TWO AND THE SOUTHERLY PROLONGATION THEREOF, 658.00 FEET; RUN THENCE NORTH 89° 05' 14" EAST, 150.00 FEET; RUN THENCE SOUTH 01° 35' 28" EAST, 267.48 FEET TO THE SOUTHWEST CORNER OF LOT 14, SAID HIDDEN COVE UNIT TWO; THENCE NORTH 89° 05' 14" EAST, ALONG THE SOUTHERLY LINE OF SAID LOT 14 AND THE SOUTHERLY LINE OF LOTS 13, 12, 11, 10 AND 9, SAID HIDDEN COVE UNIT TWO, A DISTANCE OF 420.69 FEET TO THE NORTHWEST CORNER OF LOT 8, OF PREVIOUSLY MENTIONED HIDDEN COVE UNIT ONE; THENCE SOUTH 01° 35' 28" EAST, ALONG THE WESTERLY LINE OF LOTS 6, 5, 4, 3, 2 AND 1, SAID HIDDEN COVE UNIT ONE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING.

This instrument was prepared by and after recording please return to:
Timothy A. Burleigh
TIMOTHY A. BURLEIGH, P.A.
2905 Corinthian Avenue, Suite 6
Jacksonville, Florida 32210

Property Appraiser's Parcel
Identification No. 169395-0000

Doc# 2003286596
Book: 11325
Pages: 1302 - 1304
Filed & Recorded
08/29/2003 09:48:51 AM
JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 13.00
TRUST FUND \$ 2.00

QUIT-CLAIM DEED

THIS INDENTURE, made as of the 15th day of August, 2003, between **THE TRUST FOR PUBLIC LAND**, a non-profit California corporation, the address of which is 306 North Monroe Street, Tallahassee, Florida 32301 ("Grantor"), in favor of **THE CITY OF JACKSONVILLE**, a body politic and corporate within Duval County, Florida, the address of which is City Hall, St. James Building, 117 West Duval Street, Suite 400, Jacksonville, Florida 32202 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "Grantee" are used for singular and plural, as the context requires, and the use of any gender shall include all genders.)

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, remises, releases and quit-claims to Grantee, and Grantee's successors and assigns forever, the following described land (together with all improvements and fixtures thereon and all the tenements, hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining) situate, lying, and being in Duval County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

**THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES
PURSUANT TO SECTION 201.02(6), FLORIDA STATUTES.**

(2)

2

IN WITNESS WHEREOF Grantor has hereunto set Grantor's hand and seal on the date set forth in the acknowledgment below but to be effective for all purposes as of the date first above written.

Signed, sealed, and delivered in the presence of:

THE TRUST FOR PUBLIC LAND, a non-profit California corporation

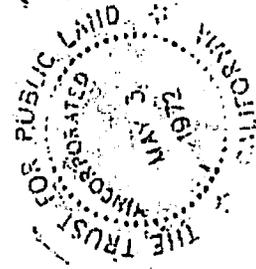
David Hattaway
(Signature of first witness)

By *W. Dale Allen*
W. Dale Allen, Senior Vice President

David Hattaway
(Printed name of first witness)

(CORPORATE SEAL)

Carol Penrose
(Signature of second witness)



CAROL PENROSE
(Printed name of second witness)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12 day of August, 2003, by W. Dale Allen, Senior Vice President of The Trust for Public Land, a non-profit California corporation, on behalf of said corporation. He is personally known to me.

Carol Penrose
Printed name: _____
Notary Public, State of Florida
My commission expires: _____
Commission no. _____



Carol Penrose
MY COMMISSION # CC905148 EXPIRES
January 30, 2004
BONDED THROUGH TROY FARM INSURANCE, INC.

[Notary Public Seal]

EXHIBIT A

Part of unsurveyed Section 7, Township 2 South, Range 29 East, lying East of the five hundred (500) foot right of way of the Inland Waterway, as said right of way is shown on plat recorded in Plat book 14, pages 65 through 74, inclusive, lying and being in the County of Duval, State of Florida, Excepting therefrom that portion thereof lying within the boundaries of lands conveyed to the Florida Inland Navigation District by deed recorded in Deed Book 699 page 49, Also, less and except the following:

Dutton Island Legal Description:

A part of unsurveyed Section 7, together with a part of Section 40, Claim of Bartolomeo De Castro Y Ferrer, all lying in Township 2 South, Range 29 East, Duval County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Section 18, Township 2 South, Range 29 East, of said county; thence South 00 degrees 23 minutes 10 seconds East, along the Easterly line of said Section 18, a distance of 10.00 feet to an intersection with the center line of Dutton Drive (a 66.00 foot right of way as now established); thence North 89 degrees 49 minutes 10 seconds West, along the center line of said Dutton Drive, a distance of 1298.03 feet to a point of curvature of a curve concave Southeasterly, having a radius of 573.69 feet, and a central angle of 44 degrees 05 minutes 00 seconds; thence along and around the arc of said curve, continuing along said center line, a distance of 441.40 feet to the point of tangency (said arc subtended by a chord bearing and distance of South 68 degrees 08 minutes 20 seconds West, 430.59 feet); thence South 46 degrees 05 minutes 50 seconds West, continuing along said center line, a distance of 675.29 feet to a point of curvature of a curve concave Northwesterly, having a radius of 573.69 feet, and a central angle of 49 degrees 16 minutes 20 seconds; thence along and around the arc of said curve, continuing along said center line, a distance of 493.35 feet to the point of tangency (said arc subtended by a chord bearing and distance of, South 70 degrees 44 minutes 00 seconds West, 478.29 feet); thence North 84 degrees 37 minutes 50 seconds West, continuing along said center line of Dutton Drive, and the Westerly prolongation thereof, a distance of 398 feet more or less, to an intersection with the 2.25 foot elevation contour line of Dutton Island, said contour line being the mean high water line as established by the Department of Natural Resources, State of Florida, also being the Point of Beginning;

From the above described Point of Beginning, run thence Northerly, Westerly, Southerly, Easterly and Northeasterly, following along the aforementioned 2.25 foot contour line and said mean high water line, a distance of 7,979 feet more or less, to the Point of Beginning.

This Instrument Prepared By:
Peter Fodor, Florida Counsel
The Trust for Public Land
306 North Monroe Street
Tallahassee, FL 32301

Property Appraiser Parcel
Identification Number(s): 169393-6000-7

QUIT CLAIM DEED

THIS QUIT-CLAIM DEED made and executed this 5th day of December, 2005 by THE TRUST FOR PUBLIC LAND, a nonprofit California corporation, whose address is 306 N. Monroe Street, Tallahassee, Florida 32301, GRANTOR, to THE CITY OF JACKSONVILLE, a body politic and corporate within Duval County, Florida, the address of which is City Hall, St. James Building, 117 West Duval Street, Suite 400, Jacksonville, Florida 32202, GRANTEE.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals and the successors and assigns of corporations and public bodies, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee, its successor and assigns forever, all the right, title, and interest of the Grantor in and to the real property located in Duval County, Florida, to wit:

07-2S-29E GSH
PT GOVT LOT 4 RECD O/R 9687, PG 555
BEING PARCEL A-3

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging to in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever over the real property described herein.

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO
CHAPTER 201.02(6), FLORIDA STATUTES.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, The Grantor has hereunto set it's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR: THE TRUST FOR PUBLIC LAND, a nonprofit California corporation

[Signature]
(Signature of First Witness)
SARA F BRUGER
(Printed Name of First Witness)

[Signature]
By: W. Dale Allen
Its: Senior Vice President

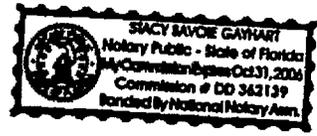
[Signature]
(Signature of Second Witness)
Sally Sarnie Gayhart
(Printed Name of Second Witness)



STATE OF FLORIDA
COUNTY OF LEON

The foregoing Quit-Claim Deed was acknowledged before me this 5th day of December, 2005, by W. Dale Allen, as Senior Vice President of The Trust for Public Land, a nonprofit California corporation, on behalf of said corporation, who is personally known to me.

[Signature]
NOTARY PUBLIC
(NOTARY PUBLIC SEAL)



[Handwritten mark]

