

## **RESOLUTION 2020-10-01**

**A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY (“DIA”) INSTRUCTING ITS CHIEF EXECUTIVE OFFICER (“CEO”) TO ISSUE A 30-DAY NOTICE OF DISPOSITION IN ACCORDANCE WITH THE NEGOTIATED DISPOSITION PROCEDURE ADOPTED BY DIA, FOR AN APPROXIMATELY 3.43 ACRE PARCEL OF CITY-OWNED REAL PROPERTY LOCATED GENERALLY BETWEEN MUSEUM CIRCLE AND THE ST. JOHNS RIVER, AND BETWEEN ST. JOHNS RIVER PARK AND MOSH ON THE EAST AND ST JOHNS MARINA BOAT RAMP AND THE ACOSTA BRIDGE ON THE WEST; AND IDENTIFIED BY DUVAL COUNTY TAX PARCEL NUMBERS 080270 1000 AND 08270-1001 AND A PORTION OF PARCEL 080269 0500 ; APPROVING THE TERMS AND CONDITIONS INCLUDED AS EXHIBIT ‘A’ AND EXPRESSING THE INTENTION TO DISPOSE OF SAID PROPERTY SUBSTANTIALLY IN ACCORDANCE WITH THE NEGOTIATED TERMS TO RD RIVER CITY BREWERY, LLC (THE “COMPANY”) UPON EXPIRATION OF THE THIRTY DAY NOTICE PERIOD ABSENT HIGHER RESPONSIVE OFFERS; AND FINDING THAT THIS RESOLUTION FURTHERS THE BUSINESS INVESTMENT AND DEVELOPMENT (“BID”) PLAN, INCLUDING THE COMMUNITY REDEVELOPMENT AREA PLAN;; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City owns an approximately 3.43 acre parcel of real property identified by Duval County Tax Parcel Numbers 080270 1000 and 080270-1001, currently encumbered by a ground lease entered into between the City, JEDC and Maritime Concepts, LLC (“Maritime”) as its tenant on July 31, 1998, as amended, for a term of 99 years commencing August 1, 1998 (“Ground Lease”) for the property commonly known as River City Brewing and its associated parking lot (“Ground Lease Property”), as shown on Exhibit “A” attached hereto; and

**WHEREAS**, Maritime has entered into a contract to sell its interest in the Property and improvements to Related Development, LLC or assigns (hereafter, “Purchaser” or “Developer”). The Purchaser/Developer has approached the DIA with an offer to acquire the Ground Lease Property as well as small adjacent parcels and construct new improvements thereon substantially in accordance with the terms set forth in Exhibit A. The precise boundaries and square footage of various parcels described in Exhibit A is subject to further refinement but will be substantially consistent with the term sheet attached hereto as Exhibit A; and

**WHEREAS**, the Developer has offered to return a portion of the Ground Leased Property to the City for use as additional park space and has requested the disposition and conveyance of a portion of Parcel 080269 0500 in exchange therefor (the Ground Lease Property less that portion to be retained by the City, plus the small additional parcels to be added to the Ground Lease Parcel are hereinafter referred to as the “Property”); and

**WHEREAS**, in order to determine fair value for the property pursuant to Florida Statutes Chapter 163.380(2), and as required by City of Jacksonville Code of Ordinances §122.432, the DIA has engaged an appraiser to appraise the various parcels involved in the disposition and land swap, including the value of the City's residual interest upon expiration of the Ground Lease; and

**WHEREAS**, the current marina adjacent to the Ground Leased Property is owned by Maritime and they are the holder of the submerged land lease under such improvements; and

**WHEREAS**, the current marina is in disrepair however its use for transient boaters and the availability of fuel service near the boat ramp are of importance to the DIA and City; and

**WHEREAS**, pursuant to the terms of the term sheet attached as Exhibit A, the City will apply for a new submerged land lease for the marina area and become the owner of new docks to be reconstructed subject to a management agreement with the Developer for operation of the marina; and

**WHEREAS**, the Property is located within the Southside Community Redevelopment Area ("Southbank CRA"); and

**WHEREAS**, DIA is the designated Community Redevelopment Agency for the Southbank CRA, for which a BID Plan, inclusive of a Community Redevelopment Plan, was adopted by Ordinance 2014-560-E; and

**WHEREAS**, upon adoption of this Resolution, a 30-day notice for the solicitation of proposals pursuant to Section 163.380(3)(a), Florida Statutes, and Sections 122.434(a) and (b), Jacksonville Ordinance Code, will be issued; and

**WHEREAS**, the DIA finds that this resolution furthers the following Redevelopment Goal and Strategic Objectives found in the BID Plan:

**Redevelopment Goal 1.** Reinforce Downtown as the City's unique epicenter for business, history, culture, education, and entertainment by focusing efforts on many diverse attractions (such as the reconstructed marina and expanded park)

**Redevelopment Goal 2.** Increase rental and owner-occupied housing downtown, targeting key demographic groups seeking a more urban lifestyle.

**Strategic Objectives:**

- Actively pursue a minimum of 3,850 built and occupied multi-family dwelling units by 2025; and strive to induce construction of 350 multi-family dwelling units per year.
- Leverage land contributions, infrastructure investments, incentive grants, and low interest loans.
- Evaluate new multi-family residential development with Downtown design guidelines, overall compatibility, financial feasibility, and existing Downtown residential developments

- Reconcile city plan policies and regulations to insure policy consistency and uniform application.

**Redevelopment Goal No. 3**

Simplify the approval process for downtown development and improve departmental and agency coordination.

**Strategic Objectives**

- Initiate public/private partnerships.
- Provide publicly owned land and building space for public and private development which will support and strengthen Downtown's commercial and residential base and comply with the other Redevelopment Goals.
- Increase recreation, entertainment, cultural heritage, and other programming opportunities

**Redevelopment Goal No. 4**

Improve walkability/bikeability and connectivity to adjacent neighborhoods and the St. Johns River while creating highly walkable nodes.

**Strategic Objectives**

- Protect, enhance, and increase public perpendicular access to the Riverwalk in line with street grid.
- Develop interconnected, attractive and safe pedestrian links between the Northbank and Southbank, among neighborhoods, activities, greenways and open spaces.
- Require sidewalks of sufficient width and make sure a continuous pedestrian path is available.
- Shape the sidewalks and streets through the sense of enclosure provided by buildings.

**Redevelopment Goal No. 5**

Establish a waterfront design framework to ensure a unique experience and sense of place.

**Strategic Objectives**

- Ensure that the riverfront is both physically and visually accessible for locals and tourists of all ages and income.
- Enforce the 50-foot (minimum) building setback from the St. Johns River's water edge.
- Work to obtain perpetual easements from private property owners along the St. Johns River.
- Formalize guidelines for the design and orientation of buildings and improvements that take into account surrounding buildings, structures,

viewscales, public access, and waterways; design and orientation shall actively engage with the River, the Riverwalk, and riverfront

- Ensure that development and improvements along the riverfront avoid and minimize adverse impacts to the health of the St. Johns River.
- Maintain, enhance, expand, and encourage public river access for motorized and non-motorized watercraft points.

**WHEREAS**, the DIA finds that this resolution furthers CRA Plan Umbrellas 1. Economic Development; 4. Parking; 5. Design Guidelines; 7. Housing; 8. Riverfront, Parks and open Space, and 9. Public Investment Properties; and

**WHEREAS**, Section 55.108 of the Jacksonville Code of Ordinances grants certain powers and duties to the DIA, including:

Interpreting the BID Plan and approve development and redevelopment projects within Downtown;

Implementing the BID Plan, and negotiate and grant final approval of downtown development and redevelopment agreements, grant agreements, license agreements, and lease agreements;

Plan and propose Projects and Public facilities within Downtown.

**NOW THEREFORE, BE IT RESOLVED**, by the Downtown Investment Authority:

**Section 1.** The DIA finds that the recitals set forth above are true and correct and are incorporated herein by this reference.

**Section 2.** The DIA has determined that absent a higher responsive bid that can demonstrate an ability to perform on substantially the same terms and conditions, it will proceed to sell the Property to the Company in accordance with the term sheet attached hereto as Exhibit A.

**Section 3.** The DIA instructs the Chief Executive Officer of the Downtown Investment Authority to take all necessary action necessary to effectuate the Notice of Disposition for the Property in accordance with its Negotiated Notice of Disposition Process.

**Section 4.** Proposals received, if any, will be reviewed by the DIA Chief Executive Officer, who will make a recommendation to the DIA Board regarding any responsive alternate proposals received.

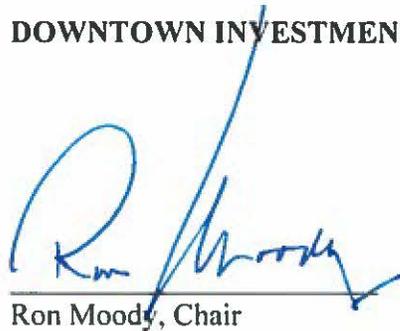
**Section 5.** If no alternate responsive and qualified proposals are received, or if they are determined by the CEO to be lower in value or unresponsive to the unique character and ownership structure of the Property, the CEO shall present the final term sheet and site plan to DIA its next meeting following the close of the disposition notice period.

**Section 6.** City Council approval will be required to authorize any disposition via legislative action.

**Section 7.** This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

**DOWNTOWN INVESTMENT AUTHORITY**

  
\_\_\_\_\_  
\_\_\_\_\_  
Ron Moody, Chair

11/14/2020  
Date

VOTE: In Favor: 7 Opposed: 0 Abstained: 1

**Exhibit A to Resolution 2020-10-01  
Summary of Terms and Conditions  
Negotiated Disposition  
October 2020**

**BACKGROUND:**

The City of Jacksonville (“COJ”) and the Jacksonville Economic Development Council (“JEDC”) entered into a Ground Lease with Maritime Concepts, LLC (“Maritime”) as its tenant on July 31, 1998, as amended, for a term of 99 years commencing August 1, 1998 (“Ground Lease”) for the property commonly known as River City Brewing and its associated parking lot (“Property”). The lease term has 77 years remaining. The Ground Lease requires Maritime to pay Base Rent in the amount of \$40,000/year for the remainder of the term together with a % rent based on sales over a floor (which has never been reached). No ad valorem tax is currently paid on the land subject the Ground Lease however tax is paid on the Improvements and sales tax is generated and there are approximately fifty (50) jobs attributable to the business on site with applicable economic benefits to COJ. Maritime is obligated to make thirty (30) spaces within the parking lot available for the Museum of Science and History (“MOSH”), the City’s ground lessor. The restaurant building and all personal property, and the docks were conveyed directly to Maritime as owner and Maritime is currently the holder of the Submerged Land Lease (“SLL”) with the State of Florida (“State”) on which the docks are located. The Ground Lease contains very few obligations regarding the operation of the business or maintenance of the improvements on the site and COJ and the Downtown Investment Authority (“DIA”) (as successor to the JEDC) has little recourse regarding the current condition of the docks or any deterioration of the improvements, including the restaurant. Maritime has a right of first refusal in the event the COJ/DIA elects to sell the Property.

Maritime has entered into a contract to sell its interest in the Property and improvements to RD River City Brewery, LLC (hereafter, “Purchaser” or “Developer”). The Purchaser/Developer has approached the DIA with an offer to acquire the Property and construct new improvements thereon substantially in accordance with the terms below. The precise boundaries and square footage of various parcels described below is subject to further refinement but will be substantially consistent with the proposal below.

**GROUND LEASE**

The Ground Lease shall be terminated. Developer shall enter into a contract with Maritime to terminate the Ground Lease and Maritime shall waive its right of first refusal. Developer shall enter into a purchase agreement with COJ to purchase the fee interest in the Conveyed Land (as described in detail below), including the Property, and COJ/DIA shall consent to the termination of the Ground Lease.

**LAND CONVEYANCE AND SWAP**

**Real Property Subject to Current Lease to be Retained by COJ (“Retained Land”):**

1. Upon termination of the Ground Lease as described above, COJ shall retain the .315 acre (13,728 square foot) property described as Parcel B and the .06 acre (2,648 square foot) property described as Parcel D, and the .101 acre (4388 square foot) property described as Parcel G (as defined below) (collectively, the “Retained Land”).
2. COJ shall provide necessary easements for the Underground Storage Tank (“UST”) that may be located on the property described in Exhibit B to serve the Marina together with access thereto or

COJ may relocate the storage tank to COJ property adjacent to the boat ramp to a location mutually agreed to by Developer and COJ.

3. COJ shall retain the fee title to a 25' wide strip of property parallel and adjacent to the bulkhead along dimension L11 on Parcel C, subject to an air rights agreement in favor of Developer prohibiting the construction of vertical improvements greater than 6 feet in height other than landscaping, cultural art pieces, lighting fixtures and signage within the retained strip ("Parcel G").

**Leased Property to be Conveyed in Fee (collectively, with property described below, "Conveyed Land"):**

1. Parcel C which consists of the Ground leased Property less and except Parcels B, D, and G
2. Parcel C conveyed subject to deed restriction requiring the provision of thirty (30) parking spaces at mutually agreed locations on levels 1 and 2 of the garage for City use ("MOSH Parking Spaces") and an obligation for Developer, or its assigns, to maintain all Improvements in Class A condition, repair casualty damage, or demolish and restore to grassed site .

**Additional COJ Property to be Conveyed in Fee (collectively, with property described above "Conveyed Land"):**

1. Parcel E less and except a portion of the northerly edge thereof (Approximately 20 feet wide as depicted on the site plan) and that portion along the western half of Parcel E which is north of the Durand Street ROW.

**Additional Access easement to be provided over COJ Property**

1. COJ shall retain ownership of Parcel F , the former Durand Ave. right of way, as well as a portion of Parcel E, but shall provide Developer an easement for access over said retained property to provide access to the Project loading spaces and trash pickup, and relocated fuel tank for operation of the marina fuel service

**SUBMERGED LAND LEASE**

Developer shall enter into a contract with Maritime to amend the SLL or enter into a new SLL with the State in order to ensure uninterrupted operation, subject to the existing terms of the SLL, of the current dock post-closing. Any interest COJ has in the existing SLL on property described in Exhibit A shall be terminated.

Developer and/or COJ may apply for a new SLL with the State on Parcel A. COJ and Developer to enter into a new, mutually agreed upon, sublease and/or management agreement regarding the docks and marina ("Marina"). Developer shall retain ownership of the current docks as may be necessary to ensure uninterrupted service until such time as new docks are to be constructed and a new SLL is issued to COJ.

**DEVELOPER OBLIGATIONS**

1. Developer shall design and construct a minimum of 325 Class A multi-family units, including a Ship's Store, a restaurant/bar with not less than 1800 square feet of heated and cooled space and not less than 3200 square feet of outdoor seating, and approximately 500 structured parking spaces with a minimum capital investment of \$80,000,000 (including acquisition), with a minimum construction cost of \$70,000,000 substantially as depicted in the site plan attached as

Exhibit \_\_ (the "Project"). It is anticipated that the Project will be delivered simultaneously with Riverwalk, Sidewalk and Marina improvements described herein.

2. The Developer shall take title to the Conveyed Land consistent with terms to be included in the RDA, and construct, as part of the Project, a structured parking garage on a portion of the Conveyed Land. Developer will ensure that the MOSH Parking Spaces shall be available for use by the general public visiting the COJ's tenant MOSH, or such other entity as the City may direct. During construction of the Project the MOSH Parking Spaces shall be provided under the Acosta Bridge or at some other mutually agreed upon location.
3. Developer, and/or its assigns shall construct and a professionally recognized marina developer, manager and/or contractor) shall operate a Ship's Store with a minimum of 1,000 square feet to be located on the Conveyed Land and proximate to the boat ramp for so long as the boat ramp remains in operation. The Ship's Store shall be open daily from 8am to 6pm in order to sell sundries, ice and other necessities for patrons of the Marina and boat ramp. Developer shall spend a minimum of \$300,000 to complete the Ship's Store.
4. Developer, and/or its assigns (i.e. a professionally recognized marina developer, manager and/or contractor) shall manage and execute the re-construction of "A" Dock in accordance with COJ and Developer approved plans and pay all costs in excess of \$1,143,807 to reconstruct "A" Dock ("Excess Marina Costs"). Construction shall be performed by Developer, and/or its assigns, pursuant to a contract with the COJ similar to Palm Ave and Forest Street. All plans shall be subject to mutual approval by COJ and Developer, and/or its assigns, and shall include the fueling service location. Timing of construction and availability of facilities during construction shall be addressed in the contract. COJ shall retain ownership of the "A" Dock improvements.
5. Maritime will complete reconstruction of "B" Dock, subject to prior approval by COJ, prior to closing and Developer shall not have any obligation to complete "B" Dock. COJ or Developer may own "B" Dock. Provided however the City shall have no obligation to accept ownership of the "B" Dock unless "B" Dock is constructed in accordance with plans approved by the City.
6. Developer shall enter into a sublease and/or management agreement whereby Developer, and/or its assigns, shall manage the Marina to a commercially reasonable standard while retaining all revenue from and maintenance responsibilities for the Marina. Developer shall be required to maintain insurance (other than insurance for flood or hurricane damage) on the improvements and shall promptly repair all damage or deterioration. Developer shall maintain normal operating hours for the fuel dock consistent with the Ship Shop's hours. Developer will maintain at least twenty (20) of the slips on docks owned by COJ for public transient boat rental. Developer and DIA shall mutually agree in negotiation of the Redevelopment Agreement on the location and allocation of those twenty (20) public slips between transient (not to exceed forty-eight (48) hours) and transient short-term use of four (4) hours or less.
7. Developer shall manage and execute the re-construction of an approximately 25' wide Riverwalk, including landscaping ("Riverwalk") within Parcel G. The Riverwalk shall be completed in accordance with plans approved by DIA, DDRB and COJ deemed to be consistent with the adopted Riverwalk Design Standards, and jointly agreed to by the Developer. The Riverwalk shall be open and available for public use and enjoyment located landward of the riverside edge of the bulkhead along the Saint Johns River and within property described in Exhibits B, C, and G. Once completed, COJ shall retain ownership and all maintenance obligations of the

Riverwalk, including the bulkhead. COJ shall maintain the Riverwalk and bulkhead in a Class "A" condition and Developer shall have the right of self-help and the ability to seek reimbursement from COJ in accordance with terms to be included in the RDA.

8. Developer shall manage and execute the re-construction of a minimum 5' wide sidewalk (to be legally described) available for public use and enjoyment ("Sidewalk") located landward of the riverside edge of the bulkhead adjacent to, and just east of, the boat ramp (to be legally described) that connects the Riverwalk to the boat ramp and within property described as Parcel C.
9. Developer shall spend a minimum of \$250,000 to complete Riverwalk and Sidewalk improvements and other improvements available for public use and enjoyment.
10. Developer shall complete construction of a park-front restaurant consisting of not less than 1800 square feet of heated and cooled space together with not less than 3200 square feet of outdoor dining area as part of the Project. Such restaurant shall be in a mutually agreed upon location along the boundaries of Parcels B and C. In the event Parcel B is reduced to accommodate such site, replacement land within parcel C shall be provided to the City as necessary to result in positive ROI to the City. Developer shall own the land on which the restaurant is constructed as well as the improvements. Developer shall operate the restaurant, retain all revenue therefrom and be responsible for all maintenance thereof. The restaurant shall remain in operation throughout the term of the REV grant.
11. Developer agrees to pursue all approvals with commercially reasonable efforts and to meet the following Performance Schedule:

LAND CLOSINGS	"as is" sale within sixty (60) days after (i) the execution of the RDA, and (ii) Maritime has constructed "B" Dock, but no later than _____.
FINAL DESIGN	to start thirty (30) days after Land Closing but to be completed no later than _____.
PERMITTING	to start thirty (30) days after Final Design is completed. but to be completed no later than _____.
DEMOLITION	to start thirty (30) days after Permitting is completed, but to be completed no later than _____.
COMMENCE CONSTRUCTION	to start thirty (30) days after Demolition is completed, but to be completed no later than _____.
COMPLETE CONSTRUCTION	36 months after commencement.

In the event developer fails to meet the Construction Completion deadline above, the REV Grant shall be reduced by 5% for every two (2) month delay, and forfeited if construction is not completed within two (2) years of the established completion date. Developer shall be entitled to extensions of the above deadlines for force majeure. In the event Developer fails to Commence Construction by the deadline above, the DIA shall have the right to re-purchase all of the Conveyed Land for sixty (60) days at the same price paid by the Developer for the Ground Lease.

## INCENTIVES

1. The Conveyed Land shall be conveyed through a process compliant with the DIA Disposition of Property procedures as a Negotiated Disposition with the required thirty (30) day public notice of proposed disposition.



6. Payroll	\$ <u>0</u>
7. New ad valorem revenue over 20 years	\$15,918,605
8. REV Grant	\$11,902,028

**ROI of 1:06**

**ROI ANALYSIS DOES NOT INCLUDE<sup>1</sup>**

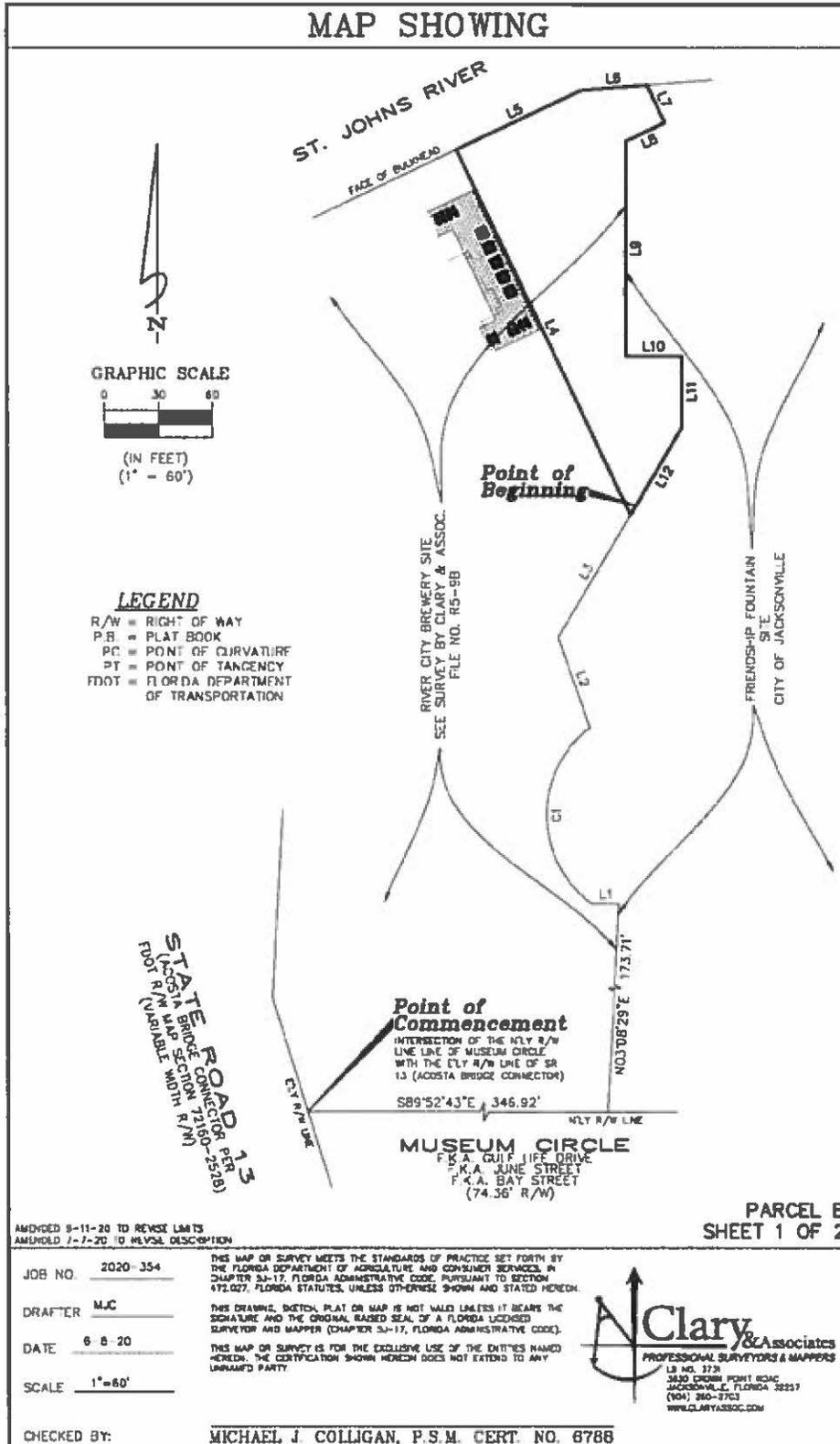
“Other” taxes (SJRWMD/DCPS/FIND)	~\$10,000,000
Real estate taxes on \$4.9M base	~\$ 1,000,000
Stormwater (w/ 2% escalator)	~\$ 300,000

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<sup>1</sup> All values over 20 years.

PARCEL B

MAP SHOWING



AMENDED 8-11-20 TO REVISE LIMITS  
 AMENDED 7-7-20 TO REVISE DESCRIPTION

JOB NO. 2020-354  
 DRAFTER MJC  
 DATE 6-8-20  
 SCALE 1"=60'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES IN CHAPTER 39-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 39-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6786

PARCEL B CONT.

MAP SHOWING

A PORTION OF BLOCK 5, L'ENGLE'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 12 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE (A 74.36 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 13 (ACOSTA BRIDGE CONNECTOR, A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528); THENCE SOUTH 89°52'43" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE, 346.92 FEET; THENCE NORTH 03°08'29" EAST, 173.71 FEET; THENCE NORTH 89°52'43" WEST, 15.21 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 61.00 FEET, AN ARC DISTANCE OF 113.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03°32'51" WEST, 97.90 FEET; THENCE NORTH 19°21'02" WEST, 52.73 FEET; THENCE NORTH 30°39'02" EAST, 79.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 25°28'51" WEST, 224.16 FEET TO THE NORTHERLY FACE OF AN EXISTING CONCRETE BULKHEAD AT THE ST. JOHNS RIVER; THENCE NORTH 64°30'56" EAST, ALONG LAST SAID LINE, 76.71 FEET; THENCE NORTH 85°28'16" EAST, CONTINUING ALONG LAST SAID LINE, 36.41 FEET; THENCE SOUTH 25°29'04" EAST, 23.16 FEET; THENCE SOUTH 64°30'56" WEST, 23.98 FEET; THENCE SOUTH 00°00'00" EAST, 118.86 FEET; THENCE NORTH 90°00'00" EAST, 31.10 FEET; THENCE SOUTH 00°00'00" EAST, 40.00 FEET; THENCE SOUTH 30°39'02" WEST, 55.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,728 SQUARE FEET, MORE OR LESS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°52'43"W	15.21'
L2	N19°21'02"W	52.73'
L3	N30°39'02"E	79.02'
L4	N25°28'51"W	224.16'
L5	N64°30'56"E	76.71'
L6	N85°28'16"E	36.41'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	S25°29'04"E	23.16'
L8	S64°30'56"W	23.98'
L9	S00°00'00"E	118.86'
L10	N90°00'00"E	31.10'
L11	S00°00'00"E	40.00'
L12	S30°39'02"W	55.98'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	61.00'	113.63'	106°43'52"	N00°32'51"W	97.90'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON N'LY R/W LINE OF MUSEUM CIRCLE, F.K.A. GULF LIFE DRIVE AS S89°52'43"E, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1980 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE SURVEY BY CLARY & ASSOC., FILE NO. R5-98.
5. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

AMENDED 9-11-20 TO REVISE LIMITS  
AMENDED 7-7-20 TO REVISE DESCRIPTION

PARCEL B  
SHEET 2 OF 2

JOB NO. 2020-354  
DRAFTER MJC  
DATE 8-8-20  
SCALE 1"=60'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 471.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

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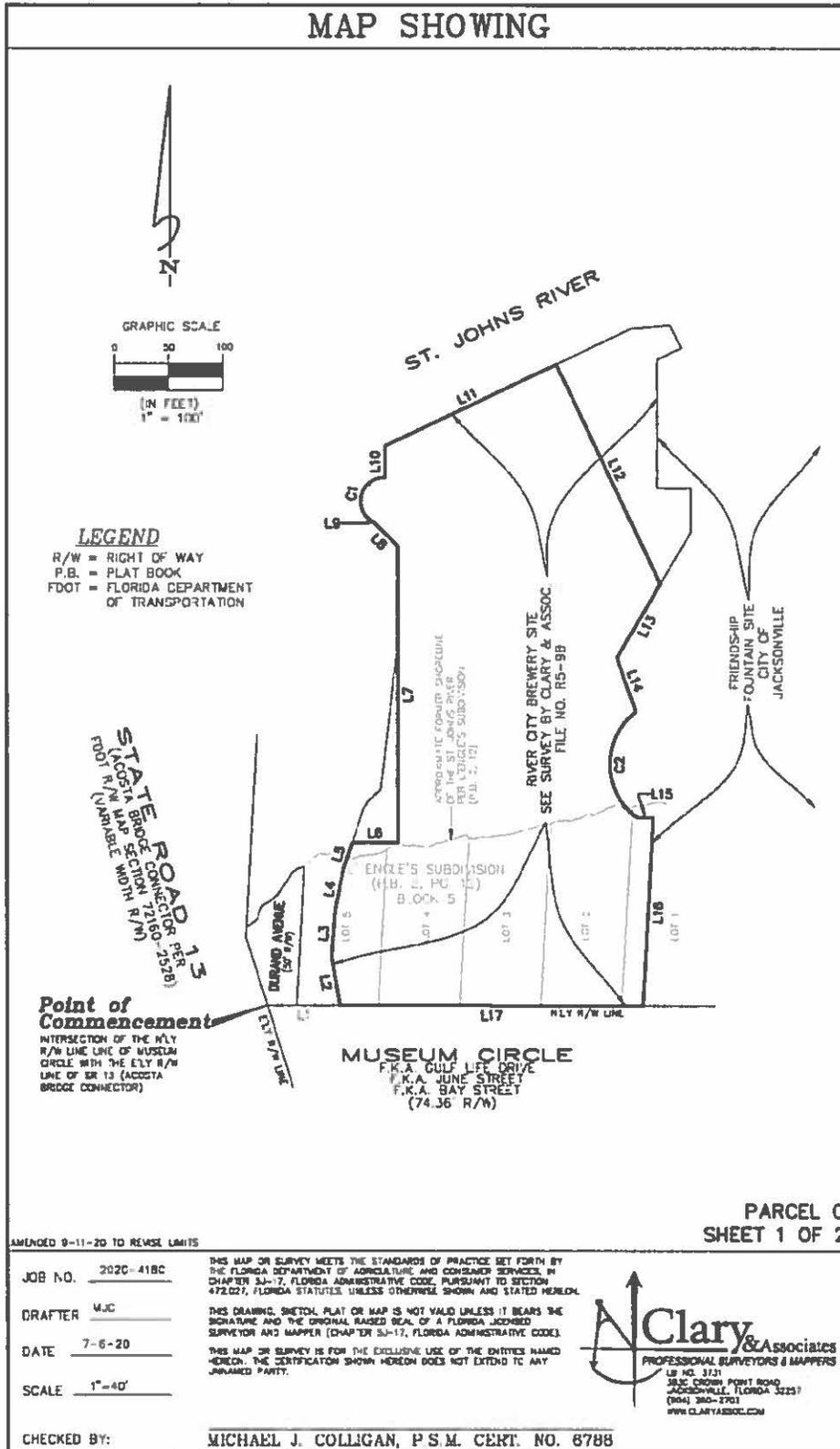
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CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

PARCEL C

MAP SHOWING



PARCEL C CONT.

MAP SHOWING

A PORTION OF THE ISAAC HENDRICKS GRANT, SECTION 44, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA AND A PORTION OF A PORTION OF BLOCK 5, AS SHOWN ON THE PLAT OF L'ENGLES SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 12 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE (A 74.36 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 13 (ACOSTA BRIDGE CONNECTOR, A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72163-2528); THENCE SOUTH 89°52'43" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE, 66.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09°31'26" WEST, 43.01 FEET; THENCE NORTH 04°22'40" EAST, 43.14 FEET; THENCE NORTH 11°18'17" EAST, 37.33 FEET; THENCE NORTH 18°11'06" EAST, 27.23 FEET; THENCE NORTH 90°00'00" EAST, 41.99 FEET; THENCE NORTH 00°00'00" EAST, 273.06 FEET; THENCE NORTH 45°00'00" WEST, 30.00 FEET; THENCE NORTH 00°00'00" WEST, 0.40 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 22.00 FEET, AN ARC DISTANCE OF 60.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°19'38" EAST, 43.08 FEET; THENCE NORTH 00°00'00" EAST, 28.70 FEET TO THE NORTHERLY FACE OF AN EXISTING CONCRETE BULKHEAD AT THE ST. JOHNS RIVER; THENCE NORTH 64°30'56" EAST, ALONG LAST SAID LINE, 175.55 FEET; THENCE SOUTH 25°28'51" EAST, 224.16 FEET; THENCE SOUTH 33°39'02" WEST, 79.02; THENCE SOUTH 19°21'02" EAST, 52.73 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 61.00 FEET, AN ARC DISTANCE OF 113.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°37'51" EAST, 97.90 FEET; THENCE SOUTH 89°52'43" EAST, 15.21 FEET; THENCE SOUTH 03°08'29" WEST, 173.71 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE; THENCE NORTH 89°52'43" WEST, ALONG LAST SAID LINE, 280.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.99 ACRES, MORE OR LESS.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	22.00'	60.10'	156°31'32"	N12°19'38"E	43.08'
C2	61.00'	113.63'	106°43'52"	S00°32'51"E	97.90'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°52'43"E	66.57'
L2	N09°31'28"W	43.01'
L3	N04°22'40"E	43.14'
L4	N11°18'17"E	37.33'
L5	N18°11'06"E	27.23'
L6	N90°00'00"E	41.99'

LINE TABLE		
LINE	BEARING	DISTANCE
L7	N00°00'00"E	273.06'
L8	N45°00'00"W	30.00'
L9	N00°00'00"W	0.40'
L10	N00°00'00"E	28.70'
L11	N64°30'56"E	175.55'
L12	S25°28'51"E	224.16'

LINE TABLE		
LINE	BEARING	DISTANCE
L13	S30°39'02"W	79.02'
L14	S19°21'02"E	52.73'
L15	S89°52'43"E	15.21'
L16	S03°08'29"W	173.71'
L17	N89°52'43"W	280.36'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON N/LY R/W LINE OF MUSEUM CIRCLE, F.K.A. GULF LIFE DRIVE AS N89°52'43"W, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE SURVEY BY CLARY & ASSOC., FILE NO. R5-98.
5. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

PARCEL C  
SHEET 2 OF 2

AMENDED 9-11-20 TO REVISE LIMITS

JOB NO. 2020-418C  
DRAFTER MJC  
DATE 7-8-20  
SCALE 1"=40'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 3J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 3J-17, FLORIDA ADMINISTRATIVE CODE).

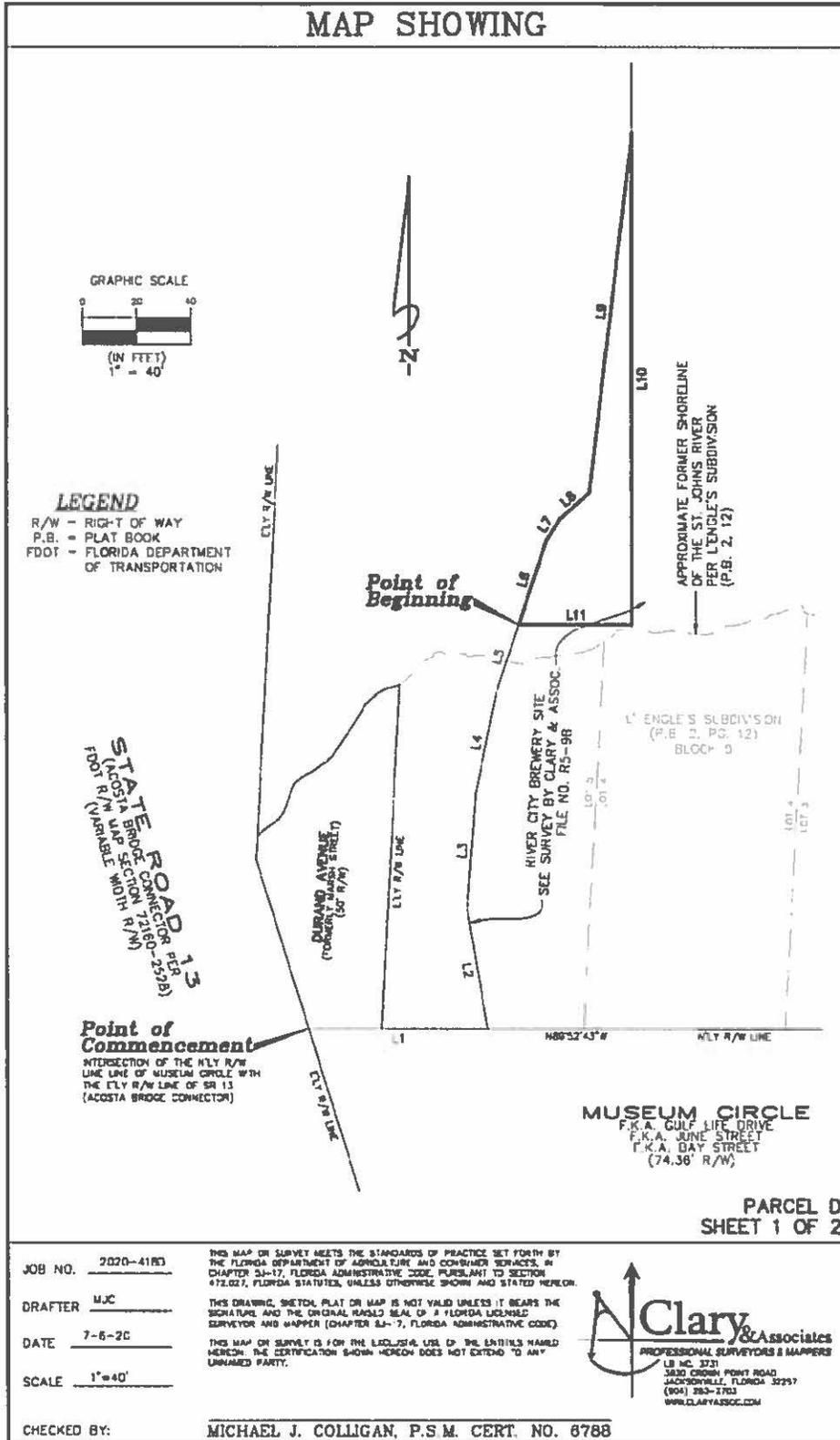
THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

PARCEL D

MAP SHOWING



JOB NO. 2020-4183  
DRAFTER MJC  
DATE 7-6-20  
SCALE 1"=40'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 34-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 412.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 34-7, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE LEGAL USE OF THE PARTIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

PARCEL D CONT.

MAP SHOWING

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

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE (A 74.36 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 13 (ACOSTA BRIDGE CONNECTOR, A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72160-2528); THENCE SOUTH 89°52'43" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE, 66.57 FEET; THENCE NORTH 09°31'28" WEST, 45.01 FEET; THENCE NORTH 04°22'40" EAST, 43.14 FEET; THENCE NORTH 11°18'17" EAST, 37.33 FEET; THENCE NORTH 18°11'06" EAST, 27.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 18°11'06" EAST, 33.07 FEET; THENCE NORTH 32°44'54" EAST, 9.21 FEET; THENCE NORTH 48°04'25" EAST, 14.59 FEET; THENCE NORTH 06°45'23" EAST, 134.56 FEET; THENCE SOUTH 00°00'00" EAST, 182.54 FEET; THENCE NORTH 90°00'00" WEST, 41.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,648 SQUARE FEET, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°52'43"E	66.57'
L2	N09°31'28"W	45.01'
L3	N04°22'40"E	43.14'
L4	N11°18'17"E	37.33'
L5	N18°11'06"E	27.23'
L6	N18°11'06"E	33.07'
L7	N32°44'54"E	9.21'
L8	N48°04'25"E	14.59'
L9	N06°45'23"E	134.56'
L10	S00°00'00"E	182.54'
L11	N90°00'00"W	41.99'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON N'LY R/W LINE OF MUSEUM CIRCLE, F.K.A. GULF LIFE DRIVE AS N89°52'43"W, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE SURVEY BY CLARY & ASSOC., FILE NO. R5-98.
5. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

PARCEL D  
SHEET 2 OF 2

JOB NO. 2020-418D  
DRAFTER MJC  
DATE 7-6-20  
SCALE 1"=40'

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 34-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAN OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 34-17, FLORIDA ADMINISTRATIVE CODE).

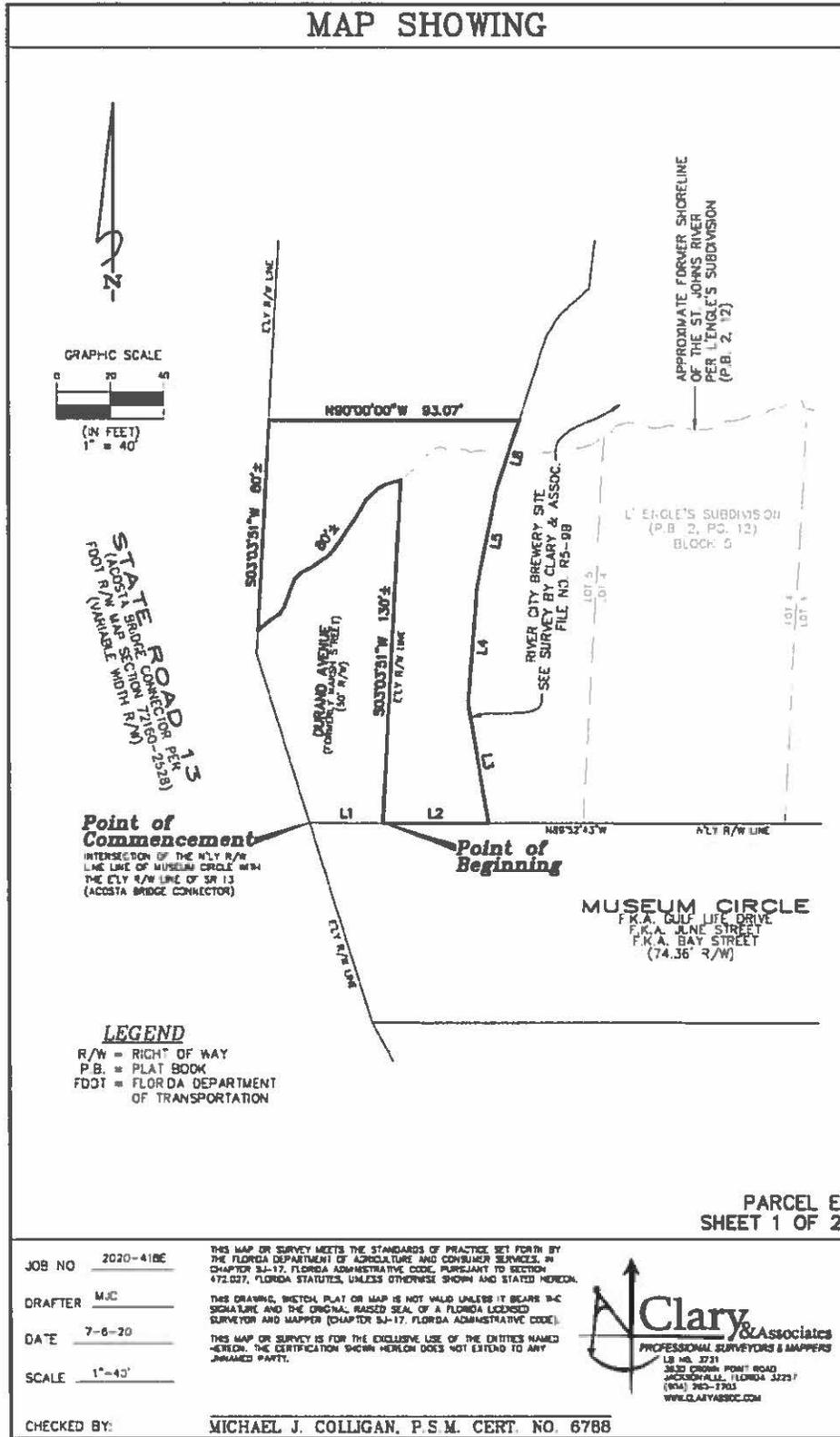
THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE DUTIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

PARCEL E

MAP SHOWING



PARCEL E CONT.

MAP SHOWING

A PORTION OF THE ISAAC HENDRICKS GRANT, SECTION 44, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA AND A PORTION OF A PORTION OF LOT 5, BLOCK 5, AS SHOWN ON THE PLAT OF L'ENGLES SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 12 OF THE CURRENT PUBLIC RECORDS OF SAID DUVAL COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE (A 74.36 FOOT RIGHT OF WAY, AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 13 (ACOSTA BRIDGE CONNECTOR, A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 72100-2528), THENCE SOUTH 89°52'43" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MUSEUM CIRCLE, 27.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°52'43" EAST, ALONG LAST SAID LINE, 39.36 FEET; THENCE NORTH 09°31'28" WEST, 45.01 FEET; THENCE NORTH 04°22'40" EAST, 43.14 FEET; THENCE NORTH 11°18'17" EAST, 37.33 FEET; THENCE NORTH 18°11'06" EAST, 27.23 FEET; THENCE NORTH 90°00'00" WEST, 93.07 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD 13, THENCE SOUTH 03°03'51" WEST, ALONG LAST SAID LINE, 80 FEET, MORE OR LESS, TO THE FORMER SHORELINE OF THE ST. JOHNS RIVER, AS SHOWN ON SAID PLAT OF L'ENGLES SUBDIVISION; THENCE NORTHEASTERLY, ALONG LAST SAID LINE, 80 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF SAID DURAND AVENUE; THENCE SOUTH 03°03'51" WEST, ALONG LAST SAID LINE, 130 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.2 ACRES, MORE OR LESS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°52'43"E	27.21'
L2	S89°52'43"E	39.36'
L3	N09°31'28"W	45.01'
L4	N04°22'40"E	43.14'
L5	N11°18'17"E	37.33'
L6	N18°11'06"E	27.23'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON N'LY R/W LINE OF MUSEUM CIRCLE, F.K.A. GULF LIFE DRIVE AS N89°52'43"W, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 ADJUSTMENT.
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. CROSS REFERENCE SURVEY BY CLARY & ASSOC., FILE NO. R5-98.
5. THIS MAP WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

PARCEL E  
SHEET 2 OF 2

JOB NO. 2020-418E  
DRAFTER MJC  
DATE 7-6-20  
SCALE 1"=40'

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THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREIN. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.



CHECKED BY: MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788

**PARCEL G**  
Riverwalk parcel

Parcel G, to be more formally described, shall consist of a 25 foot wide strip of property parallel and adjacent to the bulkhead along dimension L11 on Parcel C, subject to an air rights agreement in favor of Developer prohibiting the construction of vertical improvements greater than 6 feet in height other than landscaping, cultural art pieces, lighting fixtures and signage within the retained strip ("Parcel G"). Parcel G is for purposes of this term sheet considered to be 25 feet wide and 175.55 long and consisting of approximately 4389 square feet.