

PRELIMINARY AGENDA

FLORIDA INLAND NAVIGATION DISTRICT Board of Commissioners Meeting

9:00 a.m., Friday, April 11, 2014

**The Hilton Garden Inn
55 Town Center Boulevard
City of Palm Coast, Flagler County, FL 32164-2387**

Item 1. Call to Order.

Chair Kavanagh will call the meeting to order.

Item 2. Pledge of Allegiance.

Commissioner Netts will lead the Pledge of Allegiance to the United States of America.

Item 3. Roll Call.

Secretary Cuzzo will call the roll.

Item 4. Consent Agenda.

The consent agenda items are presented for approval. Commissioners may remove any items from this agenda that they have questions on or would like the Committee to discuss in depth. Any items removed would then be included in the regular agenda in an order assigned by the Chair.

(Please see back up pages 6 - 10)

RECOMMEND: Approval of the Consent Agenda.

- A) Waterway Clean Up Assistance to the City of Palm Coast for the Annual Intracoastal Waterway Cleanup Project in Flagler County.
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Item 5. Additions or Deletions.

Any additions or deletions to the meeting agenda will be announced.

RECOMMEND: Approval of a final agenda.

Item 6. Public Comments.

The public is invited to provide comments on issues that are NOT on today's agenda. All comments regarding a specific agenda item will be considered following Board discussion of that agenda item. *Please note: Individuals who have comments concerning a specific agenda item should make an effort to fill out a speaker card or communicate with staff prior to that agenda item.*

Item 7. Board Meeting Minutes.

The minutes of the following meetings are presented for approval.

- March 15, 2014 – Finance & Budget Committee Mtg. (Please see back up pages 11 - 14).
- March 15, 2014 – Board Meeting (Please see back up pages 15 - 38).

RECOMMEND: Approval of the minutes as presented.

Item 8. Comments from the U.S. Army Corps of Engineers.

U.S. Army Corps of Engineers (USACE) Intracoastal Waterway Project Manager, Ms. Shelly Trulock is scheduled to present an update on projects and activities.

(Please see back up pages 39 - 42)

Item 9. Staff Report on Flagler County Area Projects.

Staff will present a report on the District's Flagler County area projects.

(Please see back up pages 43 - 57)

Item 10. Presentation and Discussion of a Potential Boat Traffic Study and Navigation Concerns at the St. Lucie River Railroad Bridge, Martin County, FL.

Mr. Ken Craig of Taylor Engineering is scheduled to provide a presentation to the Board regarding the recent efforts by the Jupiter Inlet District to document vessel traffic at the Loxahatchee River train bridge. This effort was contracted by the Jupiter Inlet District in response to the potential for increased bridge closings due to the forthcoming operations of the high-speed rail "All Aboard Florida". Staff would like to conduct a similar study at the St. Lucie River train bridge to determine vessel movements and the duration of present bridge closures.

Should the Board decide to pursue this item, a proposal and cost-estimate would be presented at our next meeting.

(Please see back up page 58)

Item 11. Scope of Services and Cost Proposal for Seagrass Mitigation Area Identification, Intracoastal Waterway (IWW), St. Lucie County, FL.

Taylor Engineering has been working on the identification of potential seagrass mitigation areas within the District in order to preserve these areas for future mitigation needs for management of the IWW.

At our February meeting, the results of the study for Brevard and Indian River Counties was presented to the Board. The final drafts of these studies are posted on the District's website under the "files" section, awaiting final edits and approval.

At the February meeting, the Board requested Taylor Engineering to pursue similar studies for the remaining applicable counties within the District. Our engineer has prepared a scope and cost proposal for St. Lucie County. Staff has reviewed the proposal and it is consistent with their previous work.

(Please see back up pages 59 - 65)

RECOMMEND: Approval of a scope of work and cost proposal in the amount of \$20,203.00 from Taylor Engineering for a Seagrass Mitigation Area Evaluation Study in St. Lucie County.

Item 12. Interlocal Agreement Extension No. 7 with St. Johns County for Removal of Dredge Material from Dredge Material Management Area (DMMA) SJ-1, St. Johns County, FL.

In 2005, the Navigation District entered into an Interlocal Agreement with St. Johns County to allow the removal of beach quality sand from DMMA SJ-1 to perform dune restoration on the County's beaches. That agreement has been extended numerous times (6) over the years and was modified to allow the County's contractor to perform repair and maintenance work on the DMMA for the District. The County has requested an additional agreement extension to remove up to 36,000 yds³ of beach-compatible material from the site. The proposed extension (Extension No. 7) continues this beneficial relationship and requires certain repairs (access roadway repairs and washouts) from the County during their operations.

(Please see back up pages 66 - 86)

RECOMMEND Approval of Interlocal Agreement Extension No. 7 with St. Johns County for the removal of up to 36,000 yds³ of material from DMMA SJ-1, St. Johns County.

Item 13. **Agreement Extension, Roadway Access to Dredge Material Management Area (DMMA) NA-1, Nassau County, FL.**

In 2008, the Navigation District entered into an agreement with the trustees of Crane Island to cost-share in a permanent access road. As per the agreement, the District paid \$620,000 of the total purchase price, and placed \$300,964 in escrow, pending the construction of the permanent bridge to Crane Island.

Crane Island was recently sold to "The Range at Crane Island LLC", and the current owner has inquired about the status of this agreement. The current agreement expires in May 2014. Staff is proposing a 2-year extension of the existing agreement to allow adequate time for the developer to build the permanent bridge to Crane Island. Once the bridge has been constructed, the agreement (with conditions) allows the Navigation District to utilize the bridge as a permanent access for DMMA NA-1. Currently, the site has a temporary access through the use of "crane mats".

(Please see back up pages 87 - 137)

RECOMMEND: Approval of a two-year agreement extension with "The Range at Crane Island LLC" for construction of a permanent access bridge to allow access to DMMA NA-1, Nassau County.

Item 14 **Site Mowing Project Bids, Indian River County Dredge Material Management Areas (DMMA) IR-2, IR-7 and IR-14, and St. Lucie County DMMA SL-2.**

Staff has requested bids from qualified applicants for the quarterly mowing of a total of four DMMA's (IR-2, IR-7, IR-14, and SL-2 in Indian River and St. Lucie Counties. These sites are currently cleared and maintained (or constructed) and the existing mowing contracts have expired. The low bidder has worked on other District sites and is qualified to perform the project. The contract will continue for a three-year period.

(Please see back up pages 138 - 158)

RECOMMEND Approval of the low qualified bid from Santa Cruz Construction, Inc. in the amount of \$ 6,177.00 per event for the three year, quarterly mowing of four DMMA's in Indian River and St. Lucie Counties. Total contract price is \$74,124.00.

Item 15. Discussion and Purchase of Electronic Media for Board Agendas.

The Board has requested staff investigate the possibility of providing the monthly agenda digitally, as opposed to the current method of publishing a monthly agenda and mailing it to each Commissioner.

While there are several options that could be pursued, the apparent choice would be to supply each Commissioner with a moderate-priced computer tablet, whereby the agenda (and other items) could be sent electronically each month.

Staff would like further input and discussion on this item prior to purchase.

(Please see back up pages 159 - 170)

Item 16. Finance and Budget Committee Report.

The District's Finance and Budget Committee met prior to the Board meeting and will provide their recommendations concerning items on their agenda.

(Please see Finance and Budget Committee Agenda Package)

RECOMMEND: Approval of the recommendations of the District's Finance and Budget Committee.

Item 17. Washington Report.

The District's Washington DC government relations firm has submitted a status report on their activities on the District's federal issues.

(Please see back up pages 171 - 175)

Item 18. Additional Staff Comments and Additional Agenda Items.

Item 19. Additional Commissioners Comments.

Item 20. Adjournment.

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or

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she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



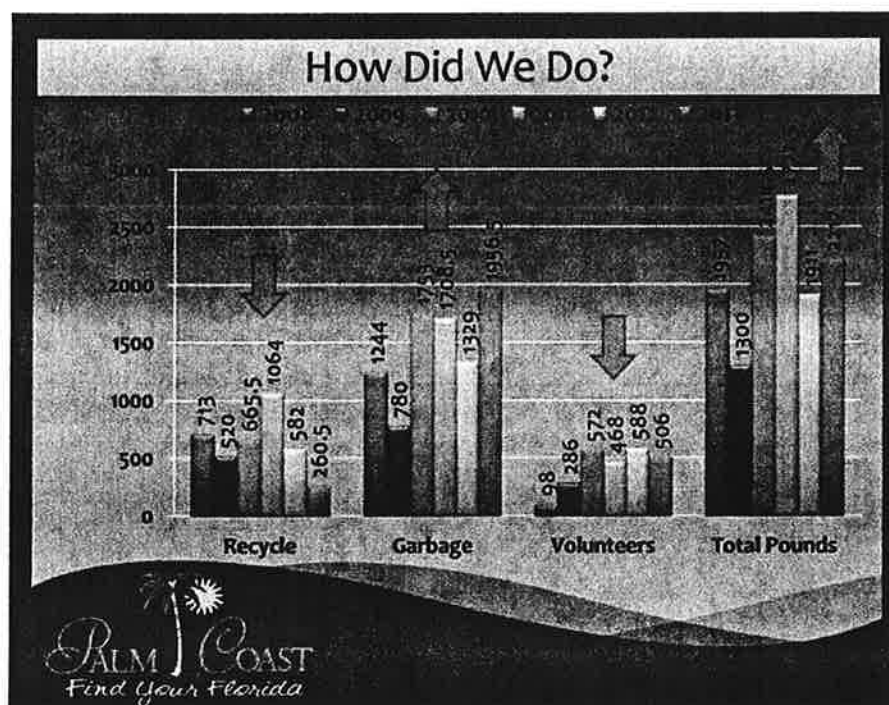
March 11, 2014

Ms. Janet Zimmerman, Assistant Executive Director
 Florida Inland Navigation District
 1314 Marcinski Road
 Jupiter, FL 33477

Dear Ms. Zimmerman,

First of all, I wish to thank you and the Florida Inland Navigation District (FIND) Board members for the 2013 grant funding for the City's Intracoastal Waterway Cleanup Event. The City of Palm Coast is delighted with the 2013 results and considers these successes to be a direct result of the continued support from FIND.

In 2013, community participation was spectacular; 506 volunteers removed over 1 ton of debris from the Intracoastal Waterway, primary saltwater canals, parks, and trails. As referenced in the following graph, event volunteer numbers went down, but overall collected pounds went up. Over the course of the last 6 years, the Palm Coast Community has collected over 6 tons of material from the environment.



The City maintained previous event enhancements including partnering boat and kayak users into teams, reusable water bottles, and on-line registration options. As large group participation continues to grow, the 2013 event again offered an optional event orientation meeting on the Saturday prior to the event. This provided an opportunity for group representatives to receive safety training, event details, cleanup supplies, and one-on-one time with City staff. As the event grows, the partnerships also expand.

The City continually seeks opportunities to enhance this event program through unique partnerships and event experiences. For 2013, two unique additions were brought into event festivities.

1. Marineland generously donated over 100 life vests to compliment event objectives. With the cooperation of the Florida Fish and Wildlife Conservation Commission Law Enforcement Officers, volunteers were fitted and took home life vests to expand awareness of boating safety. All donated life vests were distributed during the event.

Unique Volunteer Experiences (NEW)



Marineland
dolphin adventure

SINCE 1938




Free Life Vests with Safety in mind!!
Thank you!
Marineland and FWC!





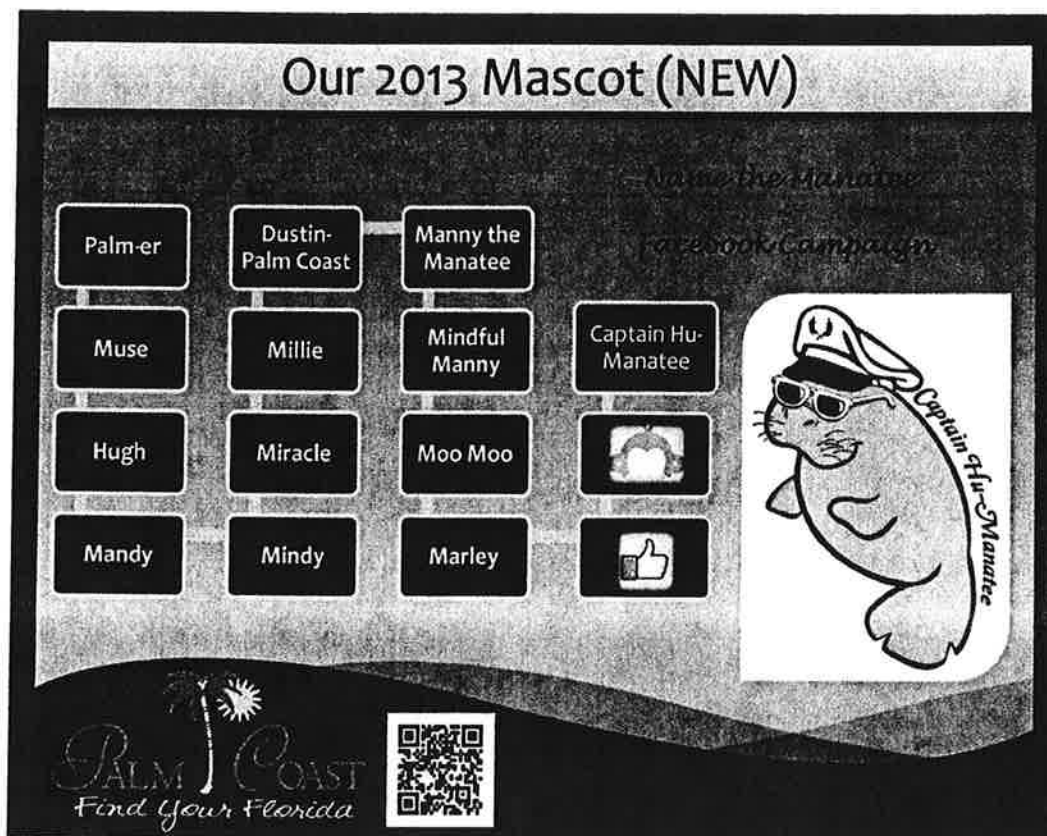




PALM COAST
Find Your Florida



2. "Name the Manatee Campaign" was promoted through the City's Facebook page. Two (2) weeks prior to the event Facebook followers were asked to provide nominations for the event's honorary mascot, a manatee. The mascot was proudly highlighted on event t-shirts and cleanup kit bags. Followers suggested 29 different names up for voting through survey monkey. 39 votes were cast with "Captain Hu-Manatee" becoming the winner. The contest winner was recognized by City Council along with other event winners on October 1, 2013.



To continue this annually recognized event, the City is looking to FIND for continued support for another stunning cleanup event. With that said, the City of Palm Coast is requesting \$5,000.00 FIND Grant dollars for the 2014 Intracoastal Waterway Cleanup scheduled for September 6, 2014.

Projected Budget

		COST
T-shirts (Group identification for clean-up event)	=	\$1,540
Reusable Water Bottles (minimize plastic waste)	=	\$2,000
Gusset Tote Bags (carry group supplies)	=	\$1,100
Garbage Bags (various types; trash & recyclables)	=	\$ 200
Gloves (variety to meet needs)	=	\$ 100
Supplies: Sanitizer, sunscreen, bug spray, advertising, etc.	=	\$ 60
FIND Total		\$5,000

City Match:

Staff – coordination, organization, registration, volunteer recruitment, advertising, event support, garbage collection, disposal, etc.

Office – supplies, paper, printing, maps, phone, computer, etc.

Volunteer Luncheon - food, drinks, snacks, paper products, etc.

To further facilitate the City's commitment to this event, City budget documents have been attached for your consideration. The budget form consolidates the expected expenses including labor to be provided by Public Works staff; a supplemental breakdown document further defines these cost(s).

Thank you once again for your 2008 - 2013 event support and we hope to continue this stellar partnership in the future to keep our community clean.

Respectfully,

A handwritten signature in black ink, appearing to read "Denise E. Bevan". The signature is fluid and cursive, with a large initial "D" and a stylized "E".

Denise Eagle Bevan, CFM
Senior Environmental Planner

Attachment

BUDGETED EXPENDITURES

<u>Staff</u>				
	Quantity	Hourly Rate	Hours Worked	Total
EO 3		\$31.83	6	\$190.98
EO 2		\$28.11	6	\$168.66
EO 2		\$28.11	6	\$168.66

TOTAL STAFF

\$528.30

<u>Supplies</u>	<u>Amount</u>
T-shirts	\$2,500
Tote Bags	\$1,100
Water Bottles	\$2,000
Garbage Bags	\$200
Gloves	\$100
Sanitizer	\$30
Sunscreen & Bug Spray	\$30
Award plaques	\$140
Award winner prizes	\$200
Snacks and drinks	\$400

TOTAL SUPPLIES

\$6,700.00

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Finance and Budget Committee Meeting

8:30 a.m., Saturday, March 15, 2014

Hyatt Regency Jacksonville Riverfront

225 East Coastline Drive

Jacksonville, Duval County, FL 32202

ITEM 1. Call to Order.

Committee Chair Blow called the meeting to order at 8:37 a.m.

ITEM 2. Roll Call.

Assistant Executive Director Janet Zimmerman called the roll and Chair Blow, Commissioner Bowman, Commissioner McCabe, and Commissioner Sansom were present. Ms. Zimmerman stated that a quorum was present. Commissioner Chappell was absent.

ITEM 3. Additions or Deletions.

Chair Blow asked if there were any additions or deletions to the meeting agenda.

Mr. Crosley stated that there are no additions or deletions to the agenda and he distributed additional agenda information.

Commissioner Sansom made a motion to approve the agenda as presented. The motion was seconded by Commissioner Bowman. Chair Blow asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

ITEM 4. Public Comments.

Chair Blow asked if there were any public comments on issues that are not on today's agenda. There were none.

ITEM 5. Financial Statements for January of 2014.

Mr. Crosley presented the District's financial statements for January of 2014. He stated that the \$2.5 million reserve for the use of the Port Everglades Dredged Material Management Site for the Dania Cut-Off Canal Project will be retained by the Port if the District moves forward with the Broward County Deepening Project. He noted that staff is currently negotiating a new lease agreement with Port Everglades to use this site for the IWW Broward County Deepening Project. He stated that if the District does not move forward with the deepening project the \$2.5 million reserve will be returned to the District.

Mr. Crosley stated that \$5 million was transferred from SunTrust Bank to a CD at Gateway Bank which is providing a .30% interest rate. He stated that another \$5 million was transferred from Compass Bank to a CD at TD Bank for a 0.31% interest rate. He asked for questions. There were none.

Commissioner McCabe made a motion to approve a recommendation to the full Board of the financial statements for January of 2014. The motion was seconded by Commissioner Bowman. Chair Blow asked for any additional discussion. Hearing none, a vote was taken and the motion passed.

ITEM 6. January 2014 Expenditure and Project Status Reports.

Mr. Crosley presented the Expenditure and Project Status Reports for January 2014. He stated that the county permit for the IWW Broward County Deepening Project is pending. He stated that the IWW Crossroads, IWW Ponce Inlet, and the IWW Sawpit dredging projects have been completed.

Mr. Crosley stated that the City of Jacksonville has inquired about working with the District on a Waterway Plan for their area.

Mr. Crosley noted that during today's Board meeting staff has an agenda item regarding the District's current database system which is an obsolete and abandoned program that was first purchased in 1997. He stated that the program can no longer be updated and it is no longer compatible with the 64-bit computer systems that are the new base standard for hardware architecture. He stated that it is time to update the District's computers and software. He asked for questions. There were none.

ITEM 7. Delegation of Authority Report.

Mr. Crosley presented the Executive Director's Delegation of Authority actions and stated that nine actions were taken from February 6, 2014 through March 4, 2014 and are presented for committee review.

Mr. Crosley stated that this report includes several small fence repairs, as well as Work Order executions that were approved by the Board. He noted that next month the District will have a larger fence repair at DMMA SJ-14. He asked for questions.

Commissioner Bowman asked if staff has taken any steps to secure District sites with additional signage or video. Mr. Crosley stated that staff has upgraded several of the District sites with heavy duty secure gates. He state that the District had a parking

problem at the Delray Beach site, a heavy duty fence post was installed, and staff is in the process of placing new signage at that site. He stated that staff has not pursued camera surveillance at this time.

ITEM 8. **Additional Agenda Items or Staff Comments.**

Chair Blow asked if there were any additional agenda items or staff comments. There were none.

ITEM 9. **Additional Commissioners Comments.**

Chair Blow asked if there were any additional Commissioner comments. There were none.

ITEM 10. **Adjournment.**

Chair Blow stated that hearing no further business the meeting was adjourned at 8:57 a.m.

**MINUTES OF THE
FLORIDA INLAND NAVIGATION DISTRICT**

Board of Commissioners Meeting

9:00 a.m., Saturday, March 15, 2014

Hyatt Regency Jacksonville Riverfront

225 East Coastline Drive

Jacksonville, Duval County, FL 32202

ITEM 1. Call to Order.

Treasurer Blow called the meeting to order at 9:05 a.m.

ITEM 2. Pledge of Allegiance.

Commissioner Bowman led the pledge of allegiance to the flag of the United States of America.

ITEM 3. Roll Call.

Assistant Executive Director Janet Zimmerman called the roll and Treasurer Blow, Commissioners Bowman, Crowley, Dritenbas, Isiminger, McCabe, Netts, Sansom, and Williams were present. Ms. Zimmerman stated that a quorum was present. Chair Kavanagh and Vice-Chair Chappell were absent. Secretary Cuozzo arrived to the meeting at 9:17 a.m.

ITEM 4. Consent Agenda.

Treasurer Blow asked if there were any comments or questions regarding the Consent Agenda. There were none.

Commissioner Sansom made a motion to approve the Consent Agenda as presented. The motion was seconded by Commissioner Bowman. Treasurer Blow asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 5. Additions or Deletions.

Treasurer Blow asked if there were any additions or deletions to the meeting agenda. Mr. Crosley stated that there were no additions or deletions to the meeting agenda.

Commissioner Sansom made a motion to approve the final agenda as presented. The motion was seconded by Commissioner Dritenbas. Treasurer Blow asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 6. Public Comments.

Treasurer Blow asked if there were any public comments on issues that are not on today's agenda.

Mr. John Nooney, of Jacksonville, stated that he would like to thank the Board for their comments and suggestions provided to him at the District's previous meetings. He stated that FIND is a motivational and inspirational commission and he appreciates the opportunity to address this group.

Mr. Nooney stated that after five years of meetings, he is still seeking a sponsor for the development of a pocket park with a floating dock in Jacksonville.

Mr. Nooney stated that the City of Jacksonville has a new authority called the Downtown Investment Authority (DIA), whose boundaries extend from the Fuller Warren Bridge to the Matthews Bridge. He stated that after contacting them about this project he cannot get the DIA to become a project sponsor.

Mr. Nooney stated that he has also approached the Duval County School Board about sponsorship of this project and the possible use of Catherine Street for a potential access point. He stated that he still does not have a sponsor for this project. He stated that after attending the school board meeting he found out that the New Riverwalk project will end 300 feet short of the old Riverwalk, reducing public access to the waterfront.

Mr. Nooney thanked the Board for listening and would appreciate any suggestions.

Treasurer Blow noted that the City of Jacksonville has concentrated on waterway storm water run-off and have cleaned up the waterway. Mr. Nooney stated that Hookers and McCoy Creeks have a thriving eco-system within an urban area and are great areas for kayaking. He stated that the city is considering those areas for development and he is concerned that the development could destroy the bird habitat.

Treasurer Blow encouraged Mr. Nooney and noted that these projects take time.

Commissioner Bowman thanked Mr. Nooney for attending this Board meeting and for being a champion for the downtown waterway. He stated that he is encouraged that the City of Jacksonville is working with the District to develop a Waterway Master Plan which will identify what the downtown area needs to better the waterway for the public.

Mr. Jim Suber, Waterways Coordinator for the City of Jacksonville welcomed the Board to the city. He stated that issues that are being presented today are issues that the city will be addressing in the Waterway Master Plan. He noted that there will be a Waterway Master Plan Committee meeting within the next couple of weeks to finalize

the draft that will be presented to the FIND Board. He stated that this draft, when finalized, will become a working tool for the future of Jacksonville's Waterways.

Dr. R. Bruce Taylor, PhD. introduced some of the staff from Taylor Engineering, Inc. that work on the District's projects. He introduced: James N. Marino, P.E., D. CE, President; John Adams, Senior Advisor, Waterfront Engineering; Dr. Steve Schropp, Vice President, Environmental Services; Jon Armbruster, Vice President, Waterfront Engineering; Lori Brownell, Director, Waterfront Engineering; Dr. Mike Kabiling, Senior Coastal and Water Resources Engineer, Coastal Engineer; Joe Wagner, Senior Dredging Engineer, Waterfront Engineering; Mike Whelan, Assistant Director, Waterfront Engineering; and Bob DiRenzo, Staff Engineer, Waterfront Engineering.

Mr. Marino stated that Joe Wagner will be working on the muck issue that may come before this District and other agencies from the Florida Legislature.

ITEM 7. Board Meeting Minutes.

Treasurer Blow asked if there were any comments or questions regarding the Board Meeting Minutes.

Commissioner Isiminger referred to the February 14th Legislative Committee Meeting Minutes, Item 6 and stated that Mr. Crosley's statement should read: Mr. Crosley stated that currently, there is no requirement for those who lobby the District to be registered.

Commissioner Bowman made a motion to approve the minutes as amended. The motion was seconded by Commissioner Isiminger. Treasurer Blow asked if there was any further discussion. Hearing none, a vote was taken and the motion passed.

ITEM 8. Comments from the U.S. Army Corps of Engineers.

Ms. Shelley Trulock, the Intracoastal Waterway (IWW) Project Manager with the U.S. Army Corps of Engineers (Corps), stated that for the IWW Indian River Reach 1 Dredging Project, the Corps sent a letter to NOAA Fisheries Service rescinding the informal consultation request that was originally sent on December 20, 2013. She stated that the District's previous request for informal consultation did not take into account the impacts of the 2011 phytoplankton superbloom to seagrass coverage in this section of the Indian River Lagoon. She stated that this action allows the Corps to initiate contract advertisement in June. She stated that she will bring the Work Order to the Board for approval in April 2014.

Ms. Trulock stated that the Corps' FY 2014 Work Plan has received \$1.75 million which is in addition to the \$250,000.00 distributed from the President's Federal Budget. She stated that this funding is a huge benefit for this program.

Ms. Trulock stated that the Corps could provide \$1.5 million toward the IWW Indian River Reach I Dredging Project, reducing FINDs contribution.

Mr. Crosley stated that he is working on a letter to the District's federal representatives thanking them for their help with this 2014 funding and the possibility of increasing funding requests for 2015.

Ms. Trulock stated that dredging of the IWW Jupiter was completed on March 5th and the post dredging surveys were completed and accepted on March 7th. She stated that just under 90,000 cubic yards of material were removed and placed on the beach.

Mr. Crosley stated that the north portion of this area of the IWW has not been dredged in many years and he wanted to thank the Corps for getting this project completed.

Ms. Trulock stated that the IWW Bakers Haulover dredging project will start on March 19th and should be completed by the end of April 2014. She stated it is estimated that 54,000 cubic yards of material will be removed and placed on the beach.

Mr. Crosley noted that the IWW Bakers Haulover project is dredged approximately every three years. He stated that the District is working with the community on the possibility of making improvements in the Inlet that might decrease the dredging frequency. He stated that if feasible, the District may investigate re-aligning the channel.

Ms. Trulock referred to the Okeechobee Waterway Agreement (OWW) and stated that this is a more complicated agreement than the IWW agreement due to the OWW being a multi-use project with the South Florida Water Management District (SFWMD) as the local sponsor. She stated that there appears to be several legal options available that would allow the Corps to accept funding from FIND in connection with OWW projects and construction of a Dredged Material Management Area (DMMA).

Ms. Trulock stated that the IWW tour is scheduled from April 23rd – 25th. She stated that she would appreciate a firm attendance number by March 21st.

Ms. Trulock noted difficulties with the current escrow, including unanticipated monthly fees, and the fact that she must withdraw the funds from the escrow account and distributes them immediately. She stated that from an accountability standpoint, the system is not working. She stated that the Jacksonville District would like to propose

going back to the method of FIND wiring funds straight to the Corps in lieu of into an escrow account. She stated that the same process will remain in effect with the work orders and obtaining FIND Board approval.

Mr. Crosley stated that the original intention of the current process was that funding from FIND would be placed into a Corps' escrow account and the Corps would draw on the funds on an as needed basis. He stated that the account is not working that way because the Corps cannot leave the funding in the escrow account, they must withdraw all of the funding before they can put a project up for bid. He noted that this account also incurs service fees. He stated that the District's auditor is in favor of this change.

Treasurer Blow asked for questions. There were none.

ITEM 9. Staff Report on Duval County Area Projects.

Mr. Crosley stated that Phase I of the Dredged Material Management Plan (DMMP) for the Intracoastal Waterway in Duval County was completed in 1986. He stated that Phase II of the DMMP was completed in 1993. He stated that Land acquisition was completed in 1995.

Mr. Crosley stated that the 50-year dredging projection for the 21 miles of channel in Duval County is 2.3 million cubic yards and the storage projection is 4.4 million cubic yards. He stated that this ranks as the fifth highest dredging projection of the District's 12 counties.

Mr. Crosley stated that six upland Dredged Material Management Areas (DMMA) will manage dredged materials from the waterway. He stated that all sites have

been purchased, four sites are fully constructed, and the rest have had Phase 1 development.

Mr. Crosley stated that DMMA DU-2 had approximately 74,000 cubic yards of materials offloaded in the summer of 2013 for the DMMA NA-1 Construction Project. He stated that DU-2 was then utilized for the non-beach quality material that was dredged during the dredging of Reach II, Sawpit project, by the U. S. Army Corps of Engineers (USACE) in 2013.

Mr. Crosley noted that the USACE has completed dredging of Reach II, Sawpit in the vicinity of Nassau Sound. He stated that this project was funded by FIND.

Mr. Crosley stated that the Duval County Waterways Economic Study was first completed in 2005 and updated in late 2011. He stated that there are 392 waterway-related businesses in Duval County generating \$1.3 billion in annual sales, 6,169 jobs, \$300 million in personal wages, and \$46 million in tax revenues. He stated that the waterway increases the value of property in Duval County by \$1.3 billion. He stated that if the waterways were not maintained the economic output is predicted to drop by \$138 million with a loss of 846 jobs. He stated that properly maintaining the waterways would result in an increase of \$62 million in economic output and an additional 344 jobs.

Mr. Crosley stated that since 1986, the District has provided \$18.6 million in Waterways Assistance Program funding to 132 projects in the county, having a total constructed value of \$38.2 million. He stated that the county, two cities, and the Port of Jacksonville have participated in the program. He stated that 18 saltwater boat ramps and 9 canoe launches have been constructed or rehabilitated. He asked for questions.

Treasurer Blow stated that the funding for the ports Mile Point project is available and he asked when the project will begin. Commissioner Bowman stated that the project will happen, but it has not yet started. Treasurer Blow asked Dr. Taylor if they have reviewed the project to make sure it does not have an adverse impact on the Intracoastal Waterway (IWW).

Dr. Taylor stated that the Mile Point project was reviewed under contract with the Corps ten years ago.

Mr. Crosley stated that the District has documented the previous dredging requirements in that area. He stated that the District has been informed that the project will not change the long term dredging requirements of that section of the waterway and noted that he remains cautiously optimistic.

Dr. Taylor stated that he is not officially comfortable with the project because they have not had an opportunity to review the project in depth. Mr. Crosley stated that the District has concerns and should protect our interest in the IWW.

Commissioner Bowman noted that he agrees and stated that the reason Mile Point is an issue today is because somebody altered that section of the waterway in the 1930s. He stated that the project has gone through a lot of engineering studies and scrutiny. He stated that currently the waterway closes the ability for large ships to come into the Jacksonville port for 16 hours a day, leaving only an eight hour window for all ships to navigate to a berth. He stated that currently the Mile Point "fix" will redirect the current, allowing ships to enter the port 24 hours a day. He stated that this "fix" is enormously important to the city and the port.

ITEM 10. Presentation and Discussion of Dredge Material Management Area (DMMA) NA-1, Nassau County.

Mr. Crosley stated that Dredge Material Management Area (DMMA) NA-1 in Nassau County was constructed to service Reach I in Nassau County and is necessary for the forthcoming dredging of Reach I in Nassau County.

Mr. Crosley stated that the site had several unique and interesting features that made for a challenging project. He stated that the local community raised concern about the appearance of the site if the trees and vegetation were removed. He stated that this site was constructed leaving many trees and the cleared areas were grassed and landscaped. He stated that the completed site appears as if it was never disturbed and the community is pleased with the results.

Mr. Crosley introduced Mr. Bob DiRienzo of Taylor Engineering to provide a presentation to the Board regarding the recent successful construction of DMMA NA-1 in Nassau County.

Mr. DiRienzo stated that he has worked on the DMMA NA-1 project since the beginning of the design phase in 2008. He stated that this site had several unique and interesting features that made for a challenging project.

Mr. DiRienzo stated that Taylor Engineering was the engineer of record for this project. He noted that Taylor Engineering worked with Dunkleberry Engineering and Testing for geo-technical consultation, and Abec for construction materials testing during this project. He stated that the project contractor was Harry Pepper and Associates of Jacksonville.

Mr. DiRienzo stated that the project was to construct a 186,000 cubic yard capacity DMMA on Crane Island in Nassau County to service Reach I. He stated that

construction costs were \$3.9 million, construction administration cost of \$334,000.00, and \$62,000.00 for consultants. He stated that all major construction was completed by November 2013 except for establishment of the grass.

Mr. DiRienzo stated that the east side of Crane Island was historically marsh land, consisting of very soft unstable clay material and the weir structure sits on a layer of deeper clay material. He stated that over time, Crane Island took a different shape because the east side of the site was used to deposit dredging project fill. He stated that those varying soil conditions affected 20 acres of the site and presented construction challenges because one side of the site had material settling slower than the other side of the site. He stated that this settling difference would cause potential cracking of the dike which would cause a system failure.

Mr. DiRienzo stated that 110,000 cubic yards of material were offloaded from DMMA DU-2 and used for construction of DMMA NA-1. He stated that the material was added one foot at a time, compacted, and de-watered before another foot of material was added. He noted that the material raised the site by 15.5 feet.

Mr. DiRienzo stated that during construction, three things were done for design, strength and safety. He stated that 21,172 wick drains were installed and anchored vertically to the ground to the bottom of the clay layer to remove as much water from the clay as quickly as possible.

Mr. DiRenzo stated that an internal blanket drain was installed along the entire DMMA perimeter in the event that if the wick drain does not do its job and a dike crack develops, the internal blanket drain will drain water and protect the dike system.

Mr. DiRienzo stated that a settlement monitoring system with instrumentation to measure the groundwater pressure, was installed during construction to determine how rapidly the dike was settling. He stated that this system was installed mid-depth of the clay layer. He stated that when the water pressure goes up, the strength of the clay goes down. He stated that during construction, Taylor Engineering built in three pressure periods, whereby when the pressure would build up, the contractor would stop work and let the groundwater pressure decrease before continuing construction. He stated that this settlement monitoring was done to insure site stability and project safety. He stated that 80% consolidation settlement would be ideal and currently the site is at 50% consolidation settlement. He stated that ideal consolidation settlement should be completed in approximately two years.

Commissioner Dritenbas asked if these settlements occur before any imposed load from dredged material. Mr. DiRienzo stated that these settlements are calculated from the load of the dike only. Commissioner Dritenbas asked if additional differential settlement has been calculated based on the dredged material. Mr. DiRienzo stated he would have to get back to the commissioner with that information.

Mr. DiRienzo stated that the weir structure was placed on a six-pile supported base. He stated that this was done because Taylor Engineering did not want the weir to settle because it is connected to the pipes that go out through the dike. He stated that the weir itself is an updated box weir that was designed by the Army Corps of Engineers with an emergency shut-off valve connected to the deck of the weir. He noted that this was a technically challenging project which involved a lot of input and responsibility from many different parties. He noted that the contractor was very respectful of the

engineering involvement on this project and that went a long way in making this a great project. He asked for questions.

Commissioner Dritenbas asked how many DMMAAs have standing water in them.

Mr. DiRienzo answered almost all of them because of the low water table and rain.

Mr. Crosley noted that some of these sites have problems with plants growing in the toe of the dike that could compromise compaction and integrity.

ITEM 11. Scope of Services and Cost Proposal for Evaluation of Additional Soil Investigations and the Two-Year Continuation of the Required Salinity Monitoring Plan for Dredge Material Management Area (DMMA) SJ-14, St. Johns County.

Mr. Crosley stated that several weeks ago, staff and representatives of Taylor Engineering met with officials from the Florida Department of Environmental Protection (FDEP) onsite at DMMA SJ-14. He stated that this field meeting was requested by FDEP to discuss the existing consent order, and to evaluate the current condition of the impacted freshwater wetlands within the site buffer area. He stated that FDEP noted that the wetlands were coming back with lowered salinity levels in the soil, and they were going to allow additional time for those salinity levels to abate.

Mr. Crosley stated that the FDEP staff recommended evaluating the removal of additional pockets of soil in the impacted area if the soil pockets could be identified and effectively removed. He stated that staff has requested that Taylor Engineering examine the current soil conditions and evaluate the feasibility of removing additional soil at a reasonable cost. He noted that the proposed work is necessary to adhere to the FDEP consent order. He stated that the proposal is a not to exceed proposal.

Mr. Crosley introduced Mr. John Adams, of Taylor Engineering who will provide a brief presentation on the history of the events and the current status of the remediation efforts at this site.

Mr. Adams stated that on September 14, 2006 during a dredging operation at DMMA SJ-14, a failure of weir structure Number 3 contributed to the release of 53,000 cubic yards of material over a 10 hour time period. He stated that the contractor did everything he could to stop the release including dumping concrete into the weir. He stated that the saltwater sediment impacted 22 acres of freshwater wetland and with another 25 acres of indirect impact. He stated that the contractor and his insurance company made initial assessments of the impacted areas from October to December, 2006. He stated that salinity levels throughout the impacted area varied from 3.3 parts to 17.4 parts per thousand.

Mr. Adams noted that the contractor said the spill was the Corps' fault, the Corps' said the spill was the contractors fault and at some point someone said it was FIND's fault as the land owner. He stated the Corps said that they would take care of the problem, but could not complete that task because they did not have funding. He stated that the District then negotiated with the insurance company for funding. He stated that FDEP determined that because FIND owned the site and held the permits for the project, FIND was responsible for the cleanup.

Treasurer Blow stated that the District learned a lot from this incident. He stated that initially the District thought that because the contractor was bonded and insured, and because the Corps was managing the project, that there would be enough funding to cover this cleanup. He stated that the District learned that the bond meant nothing, the

insurance money was very quickly maxed out, and the Corps had no available funding. He stated that the District learned that ultimately, the responsibility for the cleanup was to FIND. He stated that the District now looks very closely at the amount of insurance the contractor must have and the amount of the performance bond.

Commissioner Sansom stated that ultimately, the FDEP will look at FIND as the responsible party for all use of a District site. He stated that in the future, the District needs to be involved in every project from day one. He stated that there will always be a cap on the amount of insurance funding and the District needs to make sure that funding is spent in the way that is best for FIND.

Commissioner McCabe asked why the District did not pursue the contractor's performance bond. Treasurer Blow stated that the Corps decided not to go after the performance bond because it would put the contractor out of business and if the Corps was successful, whatever funding recovered would go into a general fund of the United States of America, whereby the Corps would not have access of that funding to reimburse the District. Commissioner McCabe asked what good is the performance bond if the District cannot collect. Mr. Crosley stated that the District has realized that the bond does not provide the District adequate protection, so now the contractor is required to carry an increased amount of insurance.

Mr. Adams stated that 99% of the freshwater wetland and acreage impacted by this spill had died. He stated that in 2009, FIND entered into a consent order with FDEP for full restoration of the site, including civil penalties and fees in the amount of \$67,500.00. He stated that the site must be fully restored and mitigated. He stated that Taylor Engineering has been monitoring the site and groundwater salinity levels since

2009. He stated that Taylor Engineering has been working to reduce the salinity levels to 0.26 parts per thousand approximately two-feet down. He stated that with time and rain, the salinity levels have been slowly reducing.

Mr. Adams stated that in January 2014, Taylor Engineering tested the site and found surface water salinity levels of 0.1 to 1.3 parts per thousand and groundwater monitoring of below 1 part per thousand. He noted that there were some hot spots where high salinity readings were found.

Mr. Adams stated that because of this accident, Taylor Engineering developed a manual shut-off valve for the weir. He stated that these shut-off valves are manually cranked from the top to shut off the weir. Treasurer Blow stated that these manual shut-off valves should be tested periodically or they will freeze. Mr. Adams stated that Mr. Tamblyn has been doing that at each site. He stated that additionally, Taylor Engineering installed a buried 1.4 mile long pipeline from the DMMA disposal area to the IWW. He stated that in the event of a spill, if the shut-off valve does not close, the pipeline will carry the material out to the IWW.

Mr. Adams stated that in 2011, FDEP completed a Universal Mitigation Assessment Methodology (UMAM) to determine the mitigation credits needed to offset the damage that occurred from the spill at SJ-14. He stated that recently the Board approved the purchase of approximately 9.3 UMAM freshwater wetland mitigation credits from St. Marks Pond Mitigation Bank, LLC for this site. Mr. Crosley noted that the contract will be executed in the upcoming weeks. Mr. Adams stated that the UMAM credits are for the initial freshwater wetland impact and that the site restoration must still be completed.

Mr. Adams stated that Taylor Engineering met with FDEP on February 10, 2014 at SJ-14. He noted that some of the cabbage palms and cypress trees on site continue to survive. He stated that no invasive or exotic species have invaded the site. He stated that FDEP wetland specialists stated that dilution is the solution and noted that additional time needs to be given to allow the rain to continue to dilute the salt and help the site continue to flush itself. He stated that the FDEP personnel did express concern about the hot spot areas and requested additional testing of those areas to determine if all of the contaminated soil was removed. Mr. Adams stated that work is included as part of this proposal. He stated that this fall, the District could do some test planting to try to restore vegetation to this area.

Mr. Crosley stated that the FDEP thought that additional soil removal in the high salinity pockets may be necessary. He noted that he is doubtful that additional work would be successful, but the cost for that work is not included in this scope of work. He stated that he feels that the site planting will take place in approximately two years.

Commissioner Netts made a motion to approve a scope of work and cost proposal in the amount of \$29,501.60 from Taylor Engineering for evaluation of additional soil investigations and a two-year salinity monitoring plan for DMMA SJ-14, St. Johns County. The motion was seconded by Commissioner Dritenbas. Treasurer Blow asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 12. Presentation and Discussion of the Brevard County and Indian River County Seagrass Mitigation Opportunities.

Dr. Steve Schropp, of Taylor Engineering stated that the District staff feels that it is necessary and beneficial to pre-identify those areas of the waterway in each county that may afford opportunities for mitigation of potential impacts because of deepening and

widening projects. He stated that sooner or later, the District may be required to provide mitigation for seagrass impacts. He stated that seagrass mitigation is technically difficult and also there are not many sites available to do seagrass mitigation.

Dr. Schropp stated that he looked at the Corps IWW Real Estate maps, FIND GIS data, FWC Seagrass Data Base, and aerial photographs. He stated that he placed that information into a data base and used it to help identify site characteristics that would allow an area qualify as a potential seagrass mitigation site. He stated that he looked for evidence of disturbed uplands that could be worked on. He also looked at the proximity of the property to the channel and open water for ease of access and construction. He stated that the study looked for evidence of seagrass growing in the vicinity of that site. He stated that if there is seagrass growing in the vicinity of a site, the more likely there would be success of creating seagrass habitat.

Dr. Schropp stated that he reviewed the Indian River Lagoon Spoil Island Management Plan that was developed for the Department of Natural Resources in the late 1980s. He stated that the plan looked at nearly all the Spoil Islands in the Indian River Lagoon for vegetation and designated use. He stated that he reviewed aerial photographs to identify areas for conversion of uplands to submerged land for seagrass. He stated that he also reviewed the potential impact of the seagrass mitigation project to the site.

Dr. Schropp stated a list of potential sites for Brevard and Indian River Counties was developed and the next step would be to perform a field visit to the sites. He stated that 29 potential sites have been identified in Brevard County totaling 124 acres, and 22 potential sites have been identified in Indian River County totaling 90 acres. He stated that additional verification of each site should include; ownership, easements, public use,

and environmental habitat. He noted the larger sites offer a better chance for a successful project. He stated that once a site is identified and designated for seagrass mitigation, this Board will need to insure that the site is not sold, leased or otherwise altered in its use that would make it unusable for seagrass mitigation.

Commissioner Netts asked if a mitigation site is scraped down, does it automatically qualify for seagrass mitigation or would the site need to be populated with seagrass. Dr. Schropp stated that most likely the site would have to be populated. He stated that if there are dense seagrass beds nearby, you may be able to transplant seagrass.

Commissioner Netts asked how close does the seagrass mitigation site need to be to the impacted seagrass area. Dr. Schropp stated that the regulatory agency would look more favorably at a mitigation site that is close to the impacted site.

Mr. Crosley stated that the District realized how quickly a site can get utilized when the Department of Transportation constructed the Jensen Beach Causeway and scraped a spoil island for their project mitigation. He stated that staff realized that these sites need to be identified and saved for District mitigation before they are used by other agencies or for other purposes.

Commissioner Dritenbas asked about the typical mitigation ratio to the impacted site. Dr. Schropp answered it is usually one to one, and he noted that there is a time lag before the site will fully develop. Mr. Crosley stated that the time lag is factored into the mitigation requirement.

Commissioner Sansom asked if there could be a better ratio if a seagrass mitigation area was already established and waiting for use. Dr. Schropp stated that the environmental agency would probably require a lower ratio from an established site.

Commissioner Netts noted that before a seagrass mitigation areas is created, it should be determined if there would be a need in that area for mitigation, and to make sure the agency understands that the site is being created for future mitigation. Commissioner Isiminger stated that the seagrass mitigation credits would be pre-negotiated with the all the agencies.

Treasurer Blow noted that the Seagrass Mitigation Study has been completed in Brevard, Indian River, and Martin Counties, and he asked if a study should be completed in other District counties. Commissioner Sansom stated that the study should be completed in areas where there would be a need for mitigation. He stated that clearly spoil islands should be identified, and if they are a candidate for future seagrass mitigation, they should be held in reserve for seagrass mitigation.

Treasurer Blow asked that a copy of this report be sent to commissioners.

Mr. Adams stated that St. Lucie, Palm Beach, Broward, and Miami-Dade Counties are good candidates for the Seagrass Mitigation evaluation. The Board concurred.

ITEM 13. Scope of Services and Cost Proposal for SuperBase Database Conversion to Microsoft Access.

Commissioner Sansom made a motion to approve a scope of services and cost proposal in the amount of \$5,145.00 from Avanti Technologies, Inc. for database conversion and update. The motion was seconded by Commissioner Netts. Treasurer Blow asked for discussion.

Treasurer Blow asked why the first bid was at \$84,000.00. Mr. Crosley stated that he believes that they misunderstood the project scope.

Commissioner Isiminger asked what the District uses the Data Base for. Mr. Crosley stated that every single thing that the District does is on the data base.

Commissioner Isiminger stated that he would like to see the agenda produced electronically and he also feels that the District's GIS system needs to be updated. Mr. Crosley stated that to update the District's GIS system would cost \$300,000.00 and he can find the information that he uses on Goggle Earth. He stated that GIS is not user friendly and there are other options that he would prefer to investigate. Commissioner Isiminger stated that other agencies are using GIS and he suggested that staff check to see if there is a state-wide GIS system that the District could tap into.

Treasurer Blow asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 14. FIND Lease Agreement for Waterway Park, Palm Beach County.

Ms. Zimmerman stated that the District owns a narrow waterfront parcel between the Intracoastal Waterway (IWW) and Palm Beach County's newest proposed waterfront facility, Waterway Park. Phase I (design, engineering & permitting) of this park was part of the District's approved Waterway Assistance Program list in 2010. She stated that Phase II (construction) was approved by the Board in 2013. She stated that the park is located on the southwest side of Indiantown Road Bridge in Jupiter, Florida, and Palm Beach County has requested to lease the north 800 feet of the FIND Parcel for use as a public waterfront park for the construction of a boat ramp and fishing pier.

Commissioner Isiminger made a motion to approve a 30-year lease to Palm Beach County for construction and operation of a boat ramp and fishing pier at Waterway Park.

The motion was seconded by Commissioner Sansom. Treasurer Blow asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 15. Finance and Budget Committee Report.

Treasurer Blow stated that the Finance and Budget Committee met earlier today and the committee reviewed and recommends approval of the January 2014 financial statements, the delegation of authority, and the expenditure and project status report.

Commissioner Netts made a motion to approve the recommendations of the District's Finance and Budget Committee of the January 2014 financial statements. The motion was seconded by Commissioner Sansom. Treasurer Blow asked for discussion. Hearing none, a vote was taken and the motion passed.

ITEM 16. Washington Report.

Mr. Crosley stated that Commissioner Sansom, Commissioner Williams, Ms. Zimmerman, and he traveled to Washington on February 24th through 26th to discuss the maintenance dredging needs of the Intracoastal, Atlantic Intracoastal, and Okeechobee Waterways. He stated that this was an ambitious trip and the group met with many representatives.

Mr. Crosley stated that every Representative was attentive to the District not receiving funding the last several years for the maintenance of Federal IWW waterway. He noted that the FY 2014 budget provided \$1.5 million for the District's waterways.

Mr. Crosley stated that the group met with House Natural Resources Committee staff to discuss the need to ease mitigation for maintenance requirements resulting from EFH consultation. He stated staff indicated that they are working on the Magnuson Stevens Reauthorization legislation and asked to review any legislative language the

District would suggest. He stated that staff is working with Mr. Davenport to develop this language.

Commissioner Williams stated that he was impressed with Mr. Davenport, his firm, and their work on behalf of the District. He stated that Mr. Davenport is on top of the issues that relate to the District and knows what FIND wants to accomplish. He noted that it is interesting that the representatives that we spoke to were of both parties and they all liked the District and the work the District does.

Commissioner Sansom stated that staff expressed concern regarding the lack of Corps funding and participation in the IWW projects in Florida.

ITEM 17. Additional Staff Comments and Additional Agenda Items.

Treasurer Blow asked if there were any additional staff comments or agenda items.

Mr. Crosley noted that the District's Waterway Tour is scheduled for April 23rd, 24th, and 25th and will begin in Miami and head north to Port Salerno.

ITEM 18. Additional Commissioners Comments.

Treasurer Blow asked if there were any additional Commissioner comments.

Secretary Cuzzo stated that the All Aboard Florida project will be a high-speed train that will travel from Miami to Orlando. He stated that this project will cause a huge impediment to navigation in Miami-Dade, Broward, and Palm Beach Counties. He stated that the train bridges over the St. Lucie River, Loxahatchee River, and New River will each take 17 minutes to open and close each time the train travels that route in addition to the current 38 freight trains that use those same tracks daily. He noted that based on the current schedule, the train bridges will be closed almost all the time.

Secretary Cuzzo stated that this project requires a U. S. Coast Guard permit to operate and he asked that the District's Tallahassee and Washington representatives look into this issue.

Commissioner Sansom asked that the attorneys look at the ownership of the waterway, railroad bridges, and the land under them. He stated that the attorney should find out if the state gave title of the bottom land to the railroads when they built the railroad bridges. He noted that this is a sensitive issue.

Mr. Crosley stated that Mr. Davenport indicated that this project may elevate to the Federal level. He stated that he has also requested the District's Tallahassee representative to track this issue. He stated that additionally Ms. Zimmerman has been attending project meetings.

Mr. Crosley stated that the Marine Industries Association (MIA) has hired an attorney to fight this project and they are attacking the Environmental Impact Statement (EIS) process. He stated that the MIA may request cost-share from the District.

Secretary Cuzzo noted that every city and county affected by this high speed train will be looking very carefully at this project because every railroad intersection will have to be upgraded to handle this train.

ITEM 19. Adjournment.

Treasurer Blow stated that hearing no further business the meeting was adjourned at 12:17 p.m.



**US Army Corps
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Jacksonville District

**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
April 11, 2014**



WORK ACTIVITIES IN FY 14:

1. IWW: Indian River Reach 1 (Indian River County)
2. IWW: Bakers Haulover / Jupiter (O&M Supplemental project)
3. Miscellaneous Topics



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IWW STATUS UPDATE FIND Board of Commissioners Meeting April 11, 2014



AIWW = Atlantic Intracoastal Waterway Norfolk to St. Johns

IWW = Intracoastal Waterway Jacksonville to Miami (12' and 10' projects)

DMMA = Dredge Material Management Area

1. WORK ACTIVITY: IWW Indian River Reach 1 (Indian River County)

CONTRACT AMOUNT: TBD

DESCRIPTION OF WORK: Development of plans and specifications for the IWW Indian River Reach 1. Material from this reach is non beach quality and will be placed upland in the newly constructed DMMA IR-2. Preliminary estimates for shoaling quantities include 100,000 cy of material within Reach 1.

SCHEDULE (Tentative):

Submit Exemption Letters to FDEP:	26 Nov 2013A
Complete Plans & Specification (including reviews and certifications):	2 June 2014
Contract Advertisement Initiated:	10 June 2014
Bid Opening:	9 July 2014
Contract Award:	6 Aug 2014
NTP Issued:	4 Sept 2014
Mobilization Complete:	2 Oct 2014
Dredging Complete:	31 Dec 2014

FIND WORK ORDER: Work order for developing plans and specifications for Indian River Reach 1 was approved at the May 2013 FIND Board Meeting. Wire transfer of funds was completed 25 June 2013. A separate work order for dredging will be presented at the April Board Meeting.

NAME OF CONTRACTOR: TBD

STATUS: P&S are underway and are scheduled to be complete, including all reviews, in June 2014. At the April Board Meeting the work order will be presented to fund dredging of Indian River Reach 1.



**US Army Corps
of Engineers**
Jacksonville District

**IWW STATUS UPDATE
FIND Board of Commissioners Meeting
April 11, 2014**



2. WORK ACTIVITY: IWW Bakers Haulover / Jupiter – O&M Supplemental Project

DESCRIPTION OF WORK: Based on shoaling incurred within these two reaches with the passage of Hurricane Sandy in the Fall of 2012, Emergency Supplemental funding was received by the Corps to proceed with O&M dredging for these two reaches. Approximately 50,000 cy of material will be removed from within the Bakers Haulover reach of the IWW and 125,000 cy of material will be removed from within the Jupiter reach of the IWW. All material is beach quality. There is approximately 3,000 cy of material that is advanced maintenance within cut 4.

SCHEDULE:

Contract Advertisement Initiated:	15 Aug 2013A
Bid Opening:	5 Sept 2013A
Contract Award:	19 Sept 2013A
NTP Issued:	7 Dec 2013A
Mobilization Complete:	27 Jan 2014A
Begin Dredging:	2 Feb 2014A
Dredging Complete:	5 Apr 2014

FIND WORK ORDER: N/A: 100% of the plans and specifications and dredging contract is being funded with Hurricane Sandy Supplemental funding.

NAME OF CONTRACTOR: Contract was awarded to Southwind Construction Corporation on 19 Sept 2013 in the amount of \$2,601,206.58.

STATUS: Dredging is complete within the Jupiter Reach, with approximately 90k cy of material being removed and placed on the beach. Dredging is underway within the Bakers Haulover reach and it is anticipated that 54k cy of material will be removed and placed on the beach. Dredging is anticipated to be complete by 5 April 2014 and the pipeline removed by 7 April 2014. If dredging continues past 1 April 2014, the Contractor will be responsible for turtle monitoring.



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IWW STATUS UPDATE FIND Board of Commissioners Meeting April 11, 2014



3. WORK ACTIVITY: Miscellaneous Topics

a. IWW Tour – Still tracking for April 23-25, 2014.

Misc Information:

- *Overnight in Miami before departing Wednesday 23 April 2014 for the tour.
- *We will have (2) 15 passenger vans for our use.
- *Will be picking up FIND commissioners along the way.
- * Casual dress. Jeans, khakis, golf shirts are all fine. No shorts. Remember, the Florida II is a work boat, so closed toe shoes are required. The steps down to the lower level on the Florida II are VERY steep so please choose your selection of shoes accordingly.
- * Bring a hat, sunscreen and sunglasses for the hot South Florida sun. You may also want to consider a lightweight jacket.
- * If you have any special food requirements like food allergies, gluten free requirements or vegetarian requirements, please let Janet and Mark know.
- * Life jackets and folding chairs will be provided aboard.
- * Continental breakfast and lunch will be on board each day. Water and soft drinks will also be provided.



FLAGLER COUNTY PROJECT STATUS UPDATE

April 2014

Dredged Material Management Plan.

Phase I of the Dredged Material Management Plan for the Intracoastal Waterway in Flagler County was completed in 1993. Phase II of the DMMP was completed in 1994 and all major land acquisition was completed in 1996. (Please see the attached maps).

The 50-year dredging projection for the 20 miles of channel in Flagler County is 926,905 yds³ and the storage projection is 1,992,846 yds³.

Phase I construction has been completed for all three upland sites in Flagler County, DMMA FL-3, DMMA FL-8 and DMMA FL-12. All the sites have been fenced and the buffer of DMMA FL-12 was landscaped several years ago. Stabilization of the shoreline of DMMA FL-8 has been completed along with the installation of a pedestrian pathway along the shoreline that connects an existing waterfront walkway to the City of Palm Coast's Waterfront Park.

Plans, specifications and permitting for DMMA FL-3 were completed in 2013. The Board recently approved a contract for the bidding and construction management oversight of this site for the eventual construction this year.

Waterway Dredging

Routine maintenance dredging of the Intracoastal Waterway in the vicinity of the Matanzas Inlet and in Cut F-2 was completed in September of 2011. The material was placed on the beach at Summerhaven. This project is likely to be undertaken again in 2015 or 2016.

Waterways Economic Study

The Flagler County Waterways Economic Study was completed in 2002 and updated in 2011. The updated study found that the waterway related businesses in the county employ 1,226 people, with salaries of \$47.8 million and a total economic impact of \$216 million. Property values were determined to be increased by \$163 to \$185 million by the presence of the IWW channel. There are approximately 3,737 registered vessels in the county. (Please see the attached map).

FIND



FLAGLER COUNTY PROJECT STATUS UPDATE

April 2014

Waterways Assistance Program

Since 1986, the District has provided \$ 2.1 million in Waterways Assistance Program funding to 22 projects in the County having a total constructed value of \$ 3.8 million. The County, the City of Flagler Beach, Marineland and the City of Palm Coast have all participated in the program. (Please see the attached listing).

Notable projects funded include: Bings Landing, Moody, Grand Haven South and North Park boat ramps, Marineland Marina and Flagship Harbor Preserve.

Cooperative Assistance Program

The District's Cooperative Assistance Program has provided funding assistance to 23 projects with elements in Flagler County. Notable projects include: Florida Marine Patrol Officer Funding; Manatee Acoustic Warming System; FWC Officer Equipment Funding and, Environmental Education Exhibits at Gamble Rogers State Park. The District's funding assistance for the Flagler County portion of these projects was approximately \$492,100.

Interlocal Agreement Program

The District's Interlocal Agreement Program (which is a sub-set of the WAP and CAP programs) has provided funding assistance to two projects. The District's funding assistance for the Flagler County portion of these projects was approximately \$25,000.

Public Information Program

The District currently prints and distributes the following brochures with specific information about Flagler County Waterways: the Economic Impact of Flagler County Waterways.

FIND



FLAGLER COUNTY PROJECT STATUS UPDATE

April 2014

Waterway Clean Up Program

The District has consistently partnered with the City of Palm Coast on waterway cleanup projects in Flagler County, in the amount of \$5,000 per year in District assistance for the past 5 years.

Small-Scale Derelict Vessel Removal Program

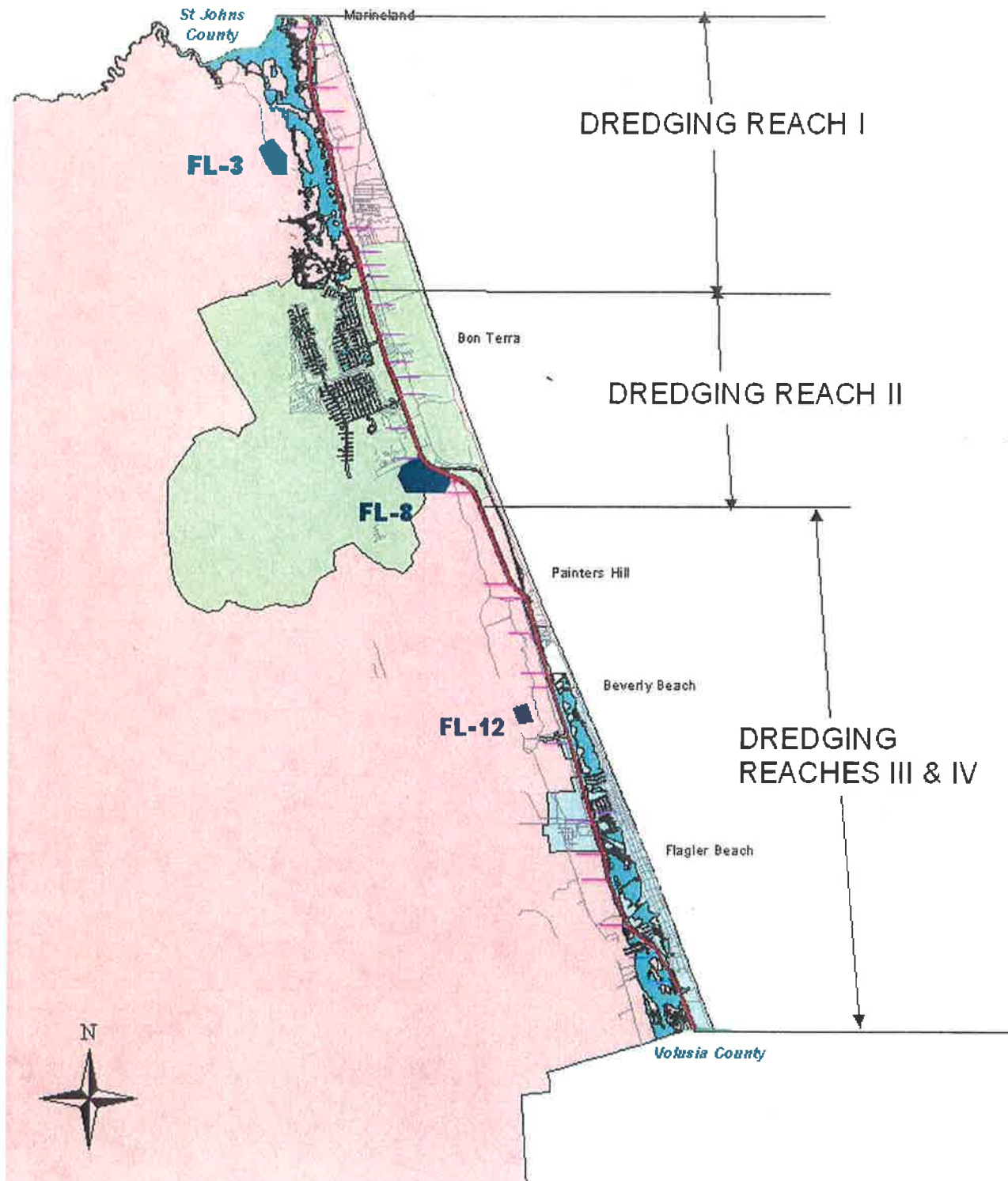
Flagler County has previously participated in the Small-Scale Derelict Vessel Removal Program with \$6,503 contributed in FIND funding.

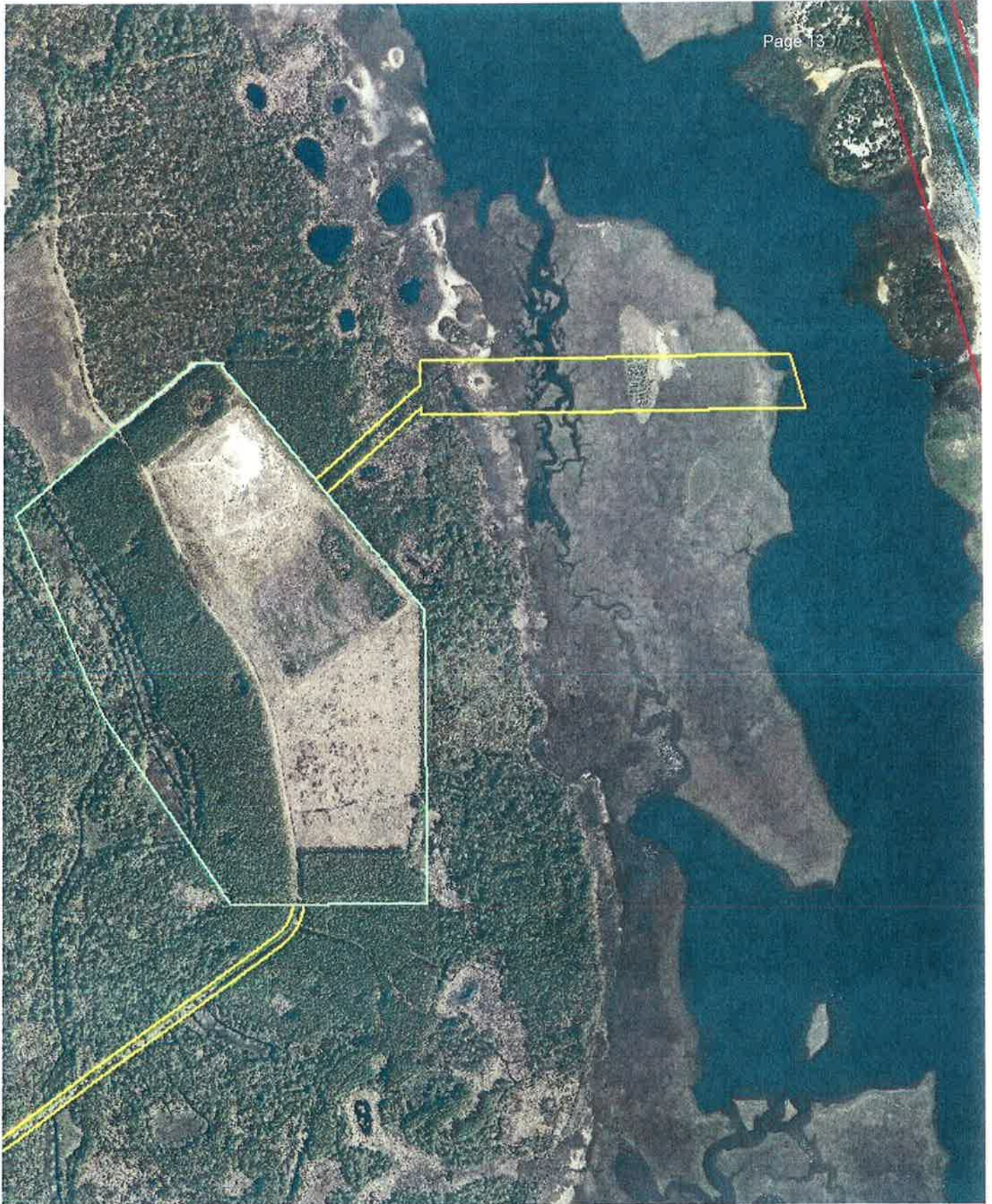
Small-Scale Spoil Island Enhancement and Restoration Program





To date, no spoil island enhancement or restoration projects have been funded in Flagler County.

FIND

INTRACOASTAL WATERWAY
DREDGING REACHED AND
DREDGED MATERIAL MANAGEMENT AREAS
IN FLAGLER COUNTY





-  Channel
-  ICW Right-of-Way
-  FIND Owned
-  FIND Easement

DREDGED MATERIAL MANAGEMENT AREA FL-3





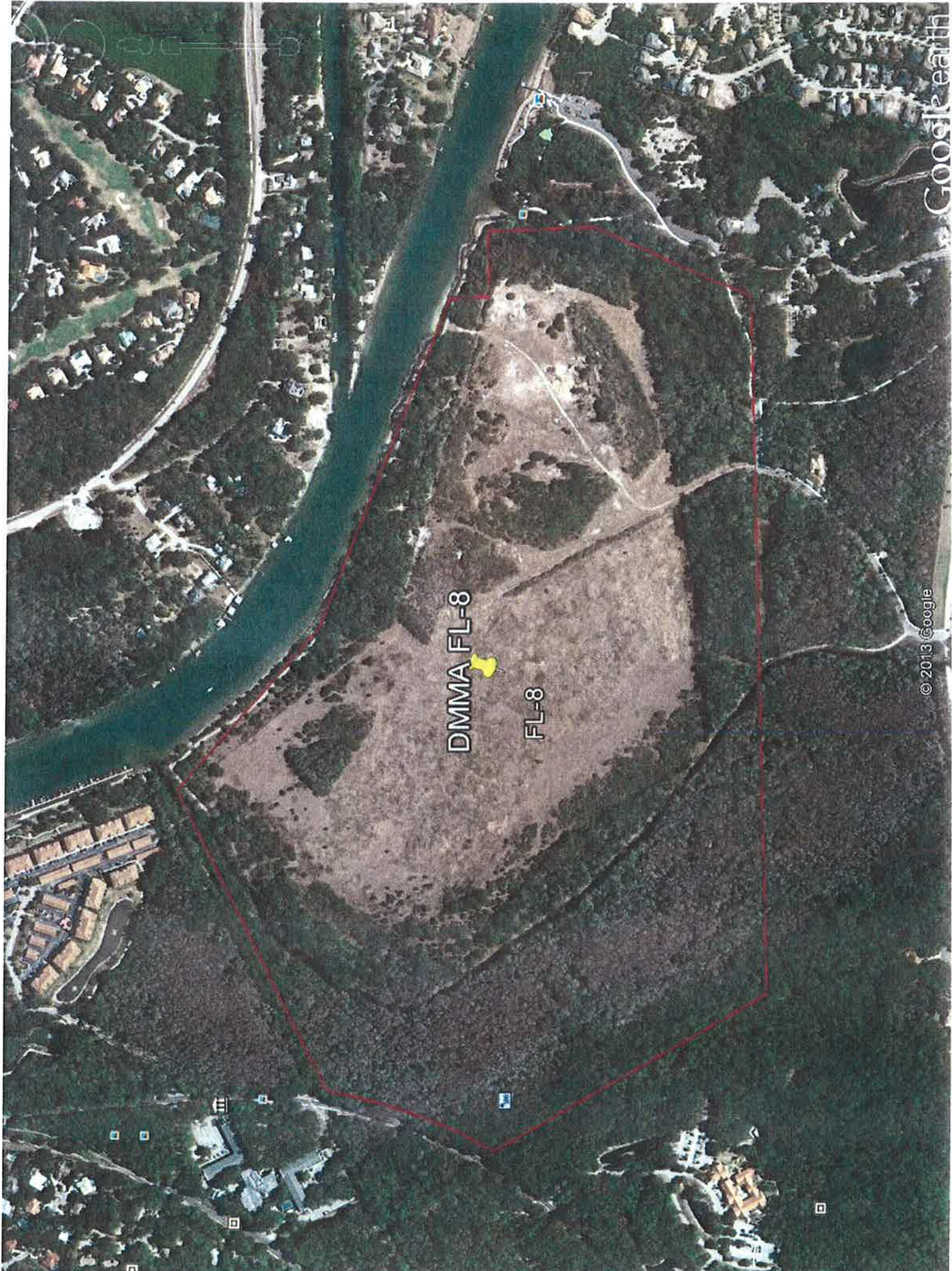
FL-3



-  Channel
-  ICW Right-of-Way
-  FIND Owned
-  FIND Easement

DREDGED MATERIAL MANAGEMENT AREA FL-8









DMMA FL-8

FL-8



-  Channel
-  ICW Right-of-Way
-  FIND Owned
-  FIND Easement

DREDGED MATERIAL
MANAGEMENT AREA
FL-12



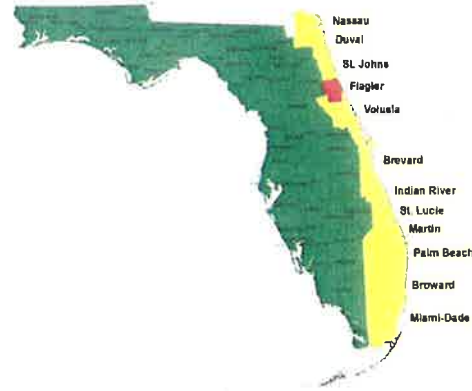
FL-12 
DMMA FL - 12

ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS



Purpose

To update economic benefits in Flagler County of marine-related activities on the District Waterways, as previously estimated in *An Economic Analysis of the District's Waterways in Flagler County*, February 2003, and to provide the general public and Federal, State, and local officials with a clear understanding of the importance of maintaining the waterways.



Scenarios Evaluated

1. Current Existing Conditions
2. Cessation of Waterways Maintenance
3. Increase in Waterways Maintenance

ECONOMIC IMPACTS

Current Existing Impacts

- \$215.9 million in business volume
- \$47.8 million in personal income
- 1,226 jobs
- \$6.1 million in tax revenue

Impacts of Cessation of Waterways Maintenance

- Decrease of \$25.6 million in business volume
- Decrease of \$5.9 million in personal income
- Decrease of 204 jobs
- Decrease of \$1.4 million in tax revenue

Impacts of an Increase in Waterways Maintenance

- Increase of \$12.4 million in business volume
- Increase of \$3 million in personal income
- Increase of 122 jobs
- Increase of \$0.8 million in tax revenue

Due to anomalies in Florida Department of Revenue reported gross sales data, the impact of the 2007-2009 U.S. Economic Recession on the Flagler County economy could not be estimated.

FLAGLER COUNTY

Economic Benefits as of April 2011



ECONOMIC BENEFITS OF THE DISTRICT'S WATERWAYS

FLAGLER COUNTY

The Intracoastal Waterway

The Atlantic Intracoastal Waterway (AICW) is a 1,391-mile channel between Trenton, New Jersey, and Miami, Florida. The Waterway along Florida's eastern seaboard is 406 miles long and follows coastal rivers and lagoons past numerous tourism-oriented communities. The channel is authorized to a depth of 12 feet from Nassau County to Fort Pierce, and a 10 foot depth south through Miami-Dade County. Boating activities on the waterways contribute to the existence of numerous marine-related businesses such as marinas and boatyards and have stimulated development of residential properties on the Waterways.

The Navigation District

The Florida Inland Navigation District, created in 1927, is the local sponsor for the AICW in Florida. In cooperation with the Jacksonville District of the U.S. Army Corps of Engineers, the Navigation District is responsible for maintenance of the AICW in Florida. To maintain navigation, the waterways need to be periodically dredged due to shoaling from currents, upland soil erosion, and the movement of offshore sands through the ocean inlets. Maintenance dredging is projected to cost approximately \$12 to \$16 million annually during the next 50 years, of which 50 percent of the costs are expected to be borne by property owners within the Navigation District's jurisdiction.

The Navigation District also partners with other governments to provide waterway access and improvement facilities for our mutual constituents. These projects include public boat ramps, marinas, side channels, parks, fishing piers, boardwalks, navigation aids, derelict vessel removal, shoreline stabilization, and waterway cleanups.

Source of Data Used in This Analysis

The economic benefits of the Waterways were estimated in February 2003 in *An Economic Analysis of the District's Waterways in Flagler County*.

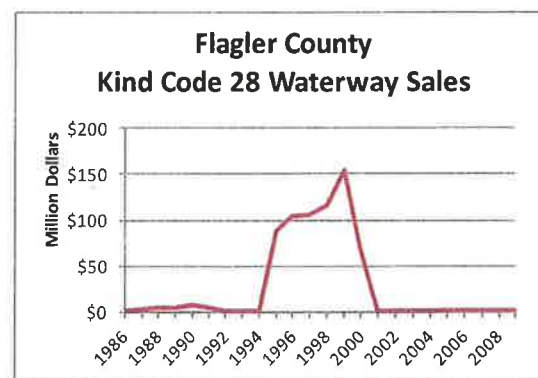
Updating of Previously Estimated Benefits

The benefits presented in this analysis were estimated by updating the direct marine-business

impacts in the original analysis to current values using the change in gross sales reported by boat dealers to the Florida Department of Revenue (FDOR). The updated direct impacts were used in conjunction with an IMPLAN input/output model to estimate total economic benefits.

Estimating the Impact of the Recession

The methodology for estimating the impact of the recession was based on the trend in gross sales of boat dealers established over the 20-year period prior to the onset of the recession. This trend was used to estimate the theoretical gross sales if sales had continued to increase at the rates previously experienced. However, anomalies in the FDOR reported gross sales data for Flagler County prevented the development of an estimate of the recession. As illustrate in the graph below, Flagler County FDOR reported gross sales data for boat dealers fluctuated widely from \$0.75 million in 1986 to \$154.4 million in 1999 to \$0.6 million in 2001, with values fluctuating between \$0.6 million to \$1.5 million since 2001. As a result, the impact of the recession on the Flagler County economy could not be estimated.



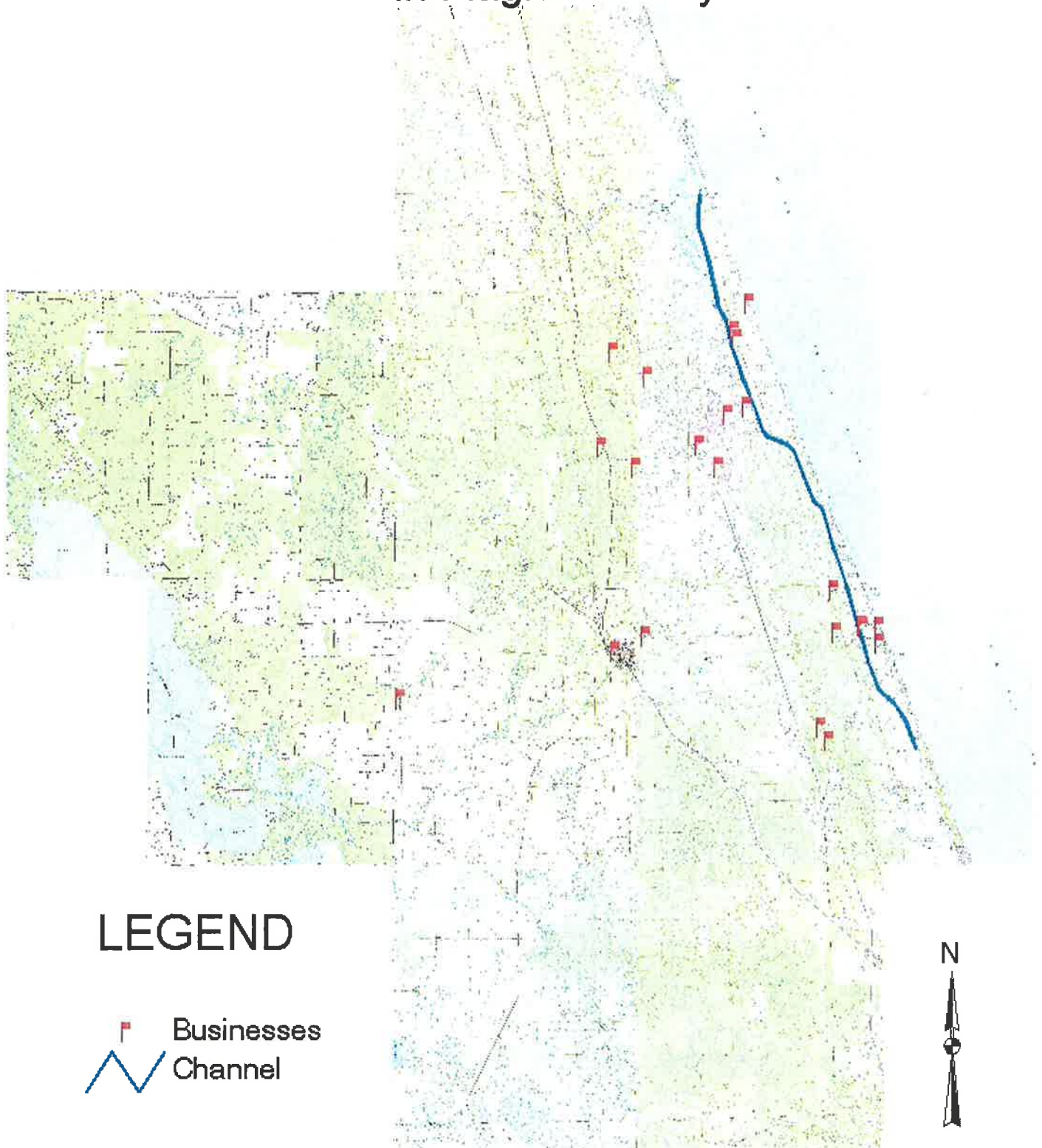
Annual Boater Spending on Gas, Food, and Drinks at Non-Marine-Related Establishments

- Current existing conditions: \$4.9 million
- Cessation of maintenance: \$3.9 million
- Increased maintenance: \$4.9 million

Vessel Draft Restrictions Assumed for Each Scenario

- Current existing conditions: 6.5 feet MLW
- Cessation of maintenance: 3 feet MLW
- Increased maintenance: 12 feet MLW

Location Map
**Waterway Related Businesses
in Flagler County**

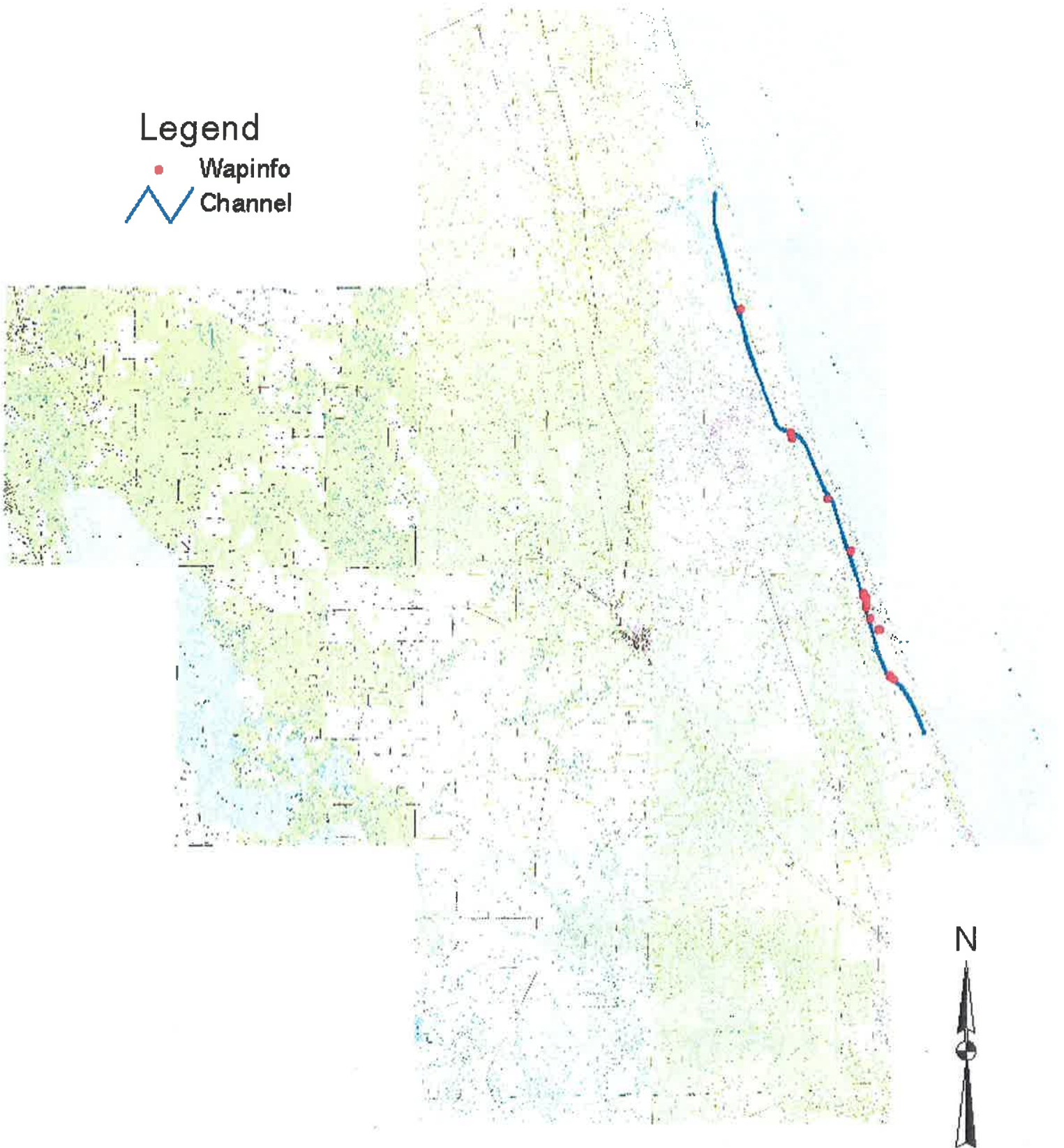


**FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM PROJECTS
IN FLAGLER COUNTY
1986-2014**

Project Name	Project Number	Project Sponsor	Grant Amount	Total Cost
Bing's Landing Park Addition Improvements - Phase I	FL-07-13	Flagler County	\$25,000	\$105,000
Bing's Landing Addition County Park	FL-09-15	Flagler County	\$80,310	\$160,620
Bing's Landing Dredging	FL-09-16	Flagler County	\$93,750	\$187,500
Moody Boat Ramp	FL-1	Flagler County	\$40,000	\$80,000
East Bridge Park Dev. (Transferred to Moody Boat Ramp)	FL-88-2	Flagler County	\$38,000	\$160,000
Bings Landing Park Development	FL-90-3	Flagler County	\$66,000	\$132,000
Flagship Harbor Preserve - Phase I	FL-93-4	Flagler County	\$71,996	\$135,479
Flagship Harbor Preserve - Phase II	FL-96-5	Flagler County	\$52,468	\$104,936
Grand Haven South Park - Phase I	FL-98-7	Flagler County	\$72,744	\$235,075
Flagler County Sheriff's Office Marine Unit	FL-99-8	Flagler County	\$55,500	\$74,000
Public Navigation Channel Dredging - Phase II	FL-FB-00-9	City Of Flagler Beach	\$75,000	\$150,000
Public Navigation Dredging - II	FL-FB-01-10	City Of Flagler Beach	\$90,000	\$109,500
Smith's Creek Shoreline Stabilization	FL-FB-02-11	City Of Flagler Beach	\$17,200	\$30,000
Public Navigation Channel Dredging - Phase I (Expired)	FL-FB-97-6	City Of Flagler Beach	\$8,910	\$9,900
Marineland Marina	FL-ML-10-19	Town Of Marineland	\$202,160	\$404,320
North Park	FL-PC-05-12	City Of Palm Coast	\$130,810	\$261,620
Waterfront Park - Phase II	FL-PC-08-14	City Of Palm Coast	\$296,750	\$653,500
Long's Landing Estuary - Phase I	FL-PC-09-17	City Of Palm Coast	\$75,000	\$150,000
Accessibility Improvements at Bing's Landing	FL-12-13	Flagler County	175,000	64,040
Bing's Landing Restroom & Basin Dock	FL-12-19	Flagler County	231,800	76,900
Eyes On Navigation	FL-12-20	Flagler County	64,420	22,210
Long's Landing Estuary - Phase II	FL-13-21	City Of Palm Coast	167,843	469,400
			\$2,130,661	\$3,776,000

Waterways Assistance Program Projects in Flagler County

Legend





March 27, 2014

Mr. Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Rd
Jupiter, FL 33477

Re: FIND Board Presentation – JID Boat Traffic Study

Dear Mr. Crosley,

Based on a recent discussion with Mr. John Adams, I understand the FIND board would like to hear a short presentation on a project I am leading on behalf of the Jupiter Inlet District (JID). The following provides a brief summary of the project.

As I'm sure you are aware, the proposed All Aboard Florida (AAF) rail project seeks to establish commuter rail service between south Florida and the Orlando area. AAF proposes to follow existing rail lines that include three bridge crossings over navigable waters in south Florida (New River, Loxhatchee River, and St. Lucie River). The rail bridge over the Loxahatchee River is of particular interest to JID. When closed, the bridge has a relatively low vertical clearance of approximately four feet at high tide. The increased rail traffic crossing the Loxahatchee River bridge will result in more frequent closures. The question exists as to what impact these additional closures will have on the navigability of the river – in other words, how many vessels actually travel through the draw span. Our project for JID seeks to help determine the number and temporal distribution of boat traffic that travels through the Loxahatchee River draw span.

To this end, Taylor Engineering installed two time lapse cameras on channel markers adjacent to the bridge on January 14. Each camera records an image of the draw span every 20 seconds during daylight hours. Taylor Engineering staff service the cameras in the field on a monthly basis. Staff review the downloaded video in the office and record data for each vessel traveling through the draw span (time, direction of travel, vessel length, vessel air draft). In addition, we record the operations of the draw span. These data will provide actual boat counts to assist with future management of the Loxahatchee River.

I look forward to presenting additional information on the project to the FIND board at the April board meeting. Please contact me if you have any questions.

Sincerely,

Kenneth R. Craig, P.E.
Vice President, Coastal Engineering



TAYLOR ENGINEERING, INC.

Delivering Leading-Edge Solutions

March 28, 2014

Mark Crosley
Executive Director
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, FL 33477

Re: Proposal for Seagrass Mitigation Area Identification, ICWW in St. Lucie County

Dear Mr. Crosley:

Per the board's request, we have prepared the attached scope of services and cost proposal for identification and evaluation of FIND owned or managed properties potentially available for seagrass mitigation in St. Lucie County. Attachment A provides details of the proposed scope of services and an estimated schedule. We propose to provide these services for a fixed fee amount of \$20,203. Attachment B provides our costs by task.

If you have any questions concerning this proposal, please contact me at (904) 731-7040.

Sincerely,

John Adams, P.E.
Senior Advisor

Attachments

**SEAGRASS MITIGATION SITE EVALUATION
ST. LUCIE COUNTY, FLORIDA**

**ATTACHMENT A
SCOPE OF WORK**

ATTACHMENT A

Seagrass Mitigation Site Evaluation – St. Lucie County**Scope of Work****Introduction**

Maintenance dredging of Florida's Intracoastal Waterway (ICWW) requires compliance with state and federal environmental planning and regulatory programs. Mitigation for dredging operations' adverse impacts to environmental resources is part of such compliance. One of the most difficult environmental impacts to mitigate is damage to seagrass. Seagrass occurs in the vicinity of the ICWW from Brevard County south through Dade County. Impacts to seagrass may result from dredging site operations and pipeline placement and operation. Mitigation for seagrass impacts may be quite costly for individual dredging projects and may cause substantial delays in acquisition of environmental permits and implementation of maintenance dredging. Anticipating need for seagrass mitigation, the Florida Inland Navigation District (FIND) wants to identify areas under its control that may serve as seagrass mitigation sites. The scope of work below describes the effort to identify such properties for the St. Lucie County segment of the ICWW.

Task 1. Inventory Properties

Taylor Engineering will identify parcels owned by or under easement to FIND or the USACE which may contain suitable seagrass mitigation areas. We will examine FIND-provided GIS information, digitize and examine the five USACE real estate maps, and review aerial photographs to identify FIND-managed parcels or parcels under easement to the USACE. Parcels potentially useful for seagrass mitigation may occur as spoil islands lying in the long easements paralleling the ICWW throughout St. Lucie County as well as upland parcels adjacent to the Indian River shoreline. Many of these easements were granted to the federal government by the state of Florida. We will review the Indian River Lagoon Spoil Island Management Plan to identify and eliminate from consideration spoil islands that may have been committed to uses or have natural resources benefits rendering them unsuitable as seagrass mitigation sites. We will submit the list of identified properties that may be suitable for seagrass mitigation to FIND for review and verification of ownership and property identifier designations.

Task 2. Evaluate Seagrass Mitigation Potential

For those properties identified as potentially suitable for mitigation in Task 1, we will locate aquatic and terrestrial habitats based on examination of the aerial photographs. For each property we will, to the extent possible, identify land and aquatic cover and determine the area apparently suitable for seagrass mitigation. Suitable seagrass mitigation areas could include 1) uplands that can be excavated or 2) excavated areas that can be filled to create subtidal sediment elevations for seagrass colonization. We will create a GIS coverage with the locations of potential seagrass mitigation sites, mitigation area configuration, and estimated seagrass mitigation acreage. All mapping will derive from evaluation of the aerial photographs; this scope of work does not include field verification of the photographic signatures. Based on initial review of aerial photos and the Indian River Spoil Island Management Plan, we anticipate evaluating up to 30 locations.

Task 3. Report and Deliverables

Taylor Engineering will describe the results of this work in a written report. The report will include a tabular listings of all properties considered and will briefly discuss the characteristics of properties identified as containing potentially suitable seagrass mitigation areas. Digital files of the GIS coverages will accompany the report.

ATTACHMENT A

Estimated Schedule

Task		Months from Notice to Proceed				
		1	2	3	4	5
1	Inventory Properties					
1	FIND Review					
2	Evaluate Seagrass Mitigation Potential					
3	Report and Deliverables					

**SEAGRASS MITIGATION SITE EVALUATION
ST. LUCIE COUNTY, FLORIDA**

**ATTACHMENT B
COSTS**

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2014-060: SEAGRASS MITIGATION EVALUATION ST. LUCIE COUNTY

TASK 1: Inventory Properties

<i>Labor</i>	<i>Hours</i>	<i>Cost (\$)</i>	<i>Task Totals</i>
R. Bruce Taylor, Ph.D. P.E.	0.0	-	
President	0.5	115.00	
Vice President	0.0	-	
Senior Advisor	1.5	277.50	
Director	4.0	620.00	
Senior Professional	28.0	3,780.00	
Project Professional	0.0	-	
Staff Professional	0.0	-	
Editor	0.0	-	
Senior Technical Support	28.0	2,884.00	
Staff Technical Support	0.0	-	
Administrative	1.0	52.00	
Total Man-Hours	63.0		
Labor Cost			7,728.50
<i>Non-Labor</i>	<i>Units</i>	<i>Cost (\$)</i>	
Scan USACE Real Estate Maps	5.0	50.00	
	-	-	
	-	-	
Non-Labor Cost		50.00	
Fee @ 0.0%		-	
Total Non-Labor Cost			50.00
Total Task 1			\$ 7,778.50

TASK 2: Evaluate Seagrass Mitigation Potential

<i>Labor</i>	<i>Hours</i>	<i>Cost (\$)</i>	<i>Task Totals</i>
R. Bruce Taylor, Ph.D. P.E.	0.0	-	
President	0.5	115.00	
Vice President	0.0	-	
Senior Advisor	1.0	185.00	
Director	4.0	620.00	
Senior Professional	32.0	4,320.00	
Project Professional	0.0	-	
Staff Professional	0.0	-	
Editor	0.0	-	
Senior Technical Support	8.0	824.00	
Staff Technical Support	0.0	-	
Administrative	0.0	-	
Total Man-Hours	45.5		
Labor Cost			6,064.00
<i>Non-Labor</i>	<i>Units</i>	<i>Cost (\$)</i>	
	-	-	
	-	-	
	-	-	
Non-Labor Cost		-	
Fee @ 0.0%		-	
Total Non-Labor Cost			-
Total Task 2			\$ 6,064.00

P2014-060: SEAGRASS MITIGATION EVALUATION ST. LUCIE COUNTY

TASK 3: Report and Deliverables

<i>Labor</i>	Hours	Cost (\$)	Task Totals
R. Bruce Taylor, Ph.D. P.E.	0.0	-	
President	1.5	345.00	
Vice President	0.0	-	
Senior Advisor	2.5	462.50	
Director	5.0	775.00	
Senior Professional	24.0	3,240.00	
Project Professional	0.0	-	
Staff Professional	0.0	-	
Editor	2.0	198.00	
Senior Technical Support	12.0	1,236.00	
Staff Technical Support	0.0	-	
Administrative	2.0	104.00	
Total Man-Hours	49.0		
Labor Cost			6,360.50
<i>Non-Labor</i>	Units	Cost (\$)	
	-	-	
	-	-	
	-	-	
Non-Labor Cost		-	
Fee @ 0.0%		-	
Total Non-Labor Cost			-
Total Task 3			\$ 6,360.50

Project Total \$ 20,203.00

INTERLOCAL AGREEMENT EXTENSION NUMBER 7

BY AND BETWEEN

ST. JOHNS COUNTY

AND THE

FLORIDA INLAND NAVIGATION DISTRICT

PROJECT # LAN 06-3.263

This EXTENSION AGREEMENT is made and entered into this _____ day of _____, 2014 by and between the Florida Inland Navigation District, an independent special taxing District of the State of Florida (hereinafter the "District"), and St. Johns County, a political subdivision of the State of Florida (hereinafter the "County").

WITNESSETH

WHEREAS, the County and the District previously entered into Interlocal Agreement Number LAN 06-3.263 (hereinafter the "Agreement") to make available dredged material from District's Site SJ-1, ("the Site") for dune restoration on County beaches (hereinafter the "Project"); and

WHEREAS, the County requested an extension of the Term of the Agreement to complete Site restoration activities as well as to remove additional dredged material for the Project and Extension Number 1, 2, 3, 4, 5 and 6 were granted until July 1, 2014; and

WHEREAS, the County has requested a seventh extension of the Term of the Agreement to remove additional dredged material for the Project; and

WHEREAS, the District is willing to grant the requested seventh extension of the Term in the Project because of the benefit to the District and the Atlantic Intracoastal Waterway; and

WHEREAS, the District desires to have additional material removed from the perimeter road and outside face of the dike and placed back inside the diked area and requests that the County amend the contract with their selected contractor to perform this work at District expense; and

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties agree as follows:

1. The Term of the Agreement is extended to May 1, 2015.
2. The County agrees to complete the scope of work as described in the attached Exhibit A SITE SJ-1 EROSION REPAIR PUNCHLIST prior to the removal of additional sand material.
3. All other provisions and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

FLORIDA INLAND NAVIGATION
DISTRICT

By: _____
Executive Director

DATE: _____

ATTEST:

ST. JOHNS COUNTY

By: _____

Title: _____

DATE: _____

EXHIBIT A

FLORIDA INLAND NAVIGATION DISTRICT

SITE SJ-1 EROSION REPAIR PUNCHLIST

SCOPE OF WORK TO BE PERFORMED:

The Florida Inland Navigation District (District) is establishing a new lease agreement with St. Johns County Public Works (Lessee) who is actively proposing to mine approximately 36,000 cubic yards of sand out of the District DMMA (Dredge Material Management Area) site known as SJ-1 for beach placement. **Approximately five (5) erosion damaged washouts** are present on this District site. Two of these washouts are believed to have been created by the last sand mining activity conducted by St. Johns County whereby the road surface was hardened through the placement of rock and asphalt which created substantial washouts on the upper berm and berm roads on the SJ-1 site. The District has requested that **this material be removed** and all of the washouts be repaired as a condition of this new agreement. This would repair the integrity of the road and berm to its original post-construction condition and allow a safe corridor for equipment to operate in and around the site during the proposed sand mining process.

The District is seeking the repairs to take place prior to the use of the site. At the end of the project, any new eroded areas which may have started from the mining event, shall be repaired prior to Lessee (or their Contractor) leaving the site. In addition, the haul road (Smith Grade Road) shall be graded to allow normal traffic ingress and egress throughout the entire project and to maintain the common intersections throughout the extent of the road from US-1 to DMMA site SJ-1.

MATERIALS, LABOR AND TRANSPORTATION

The Lessee (or their Contractor) will furnish all equipment, labor, and materials, and transportation for this project. Parent soils shall be integrated into the repair of the erosion repair project. The materials that were asked to be removed can and shall be used as fill materials within the repairs of the washouts, but shall not be used as a road surface base.

PERMITS

Permits are not anticipated to be necessary for this work. If permits are found to be required, the Lessee (or their Contractor) shall obtain such permits and/or licenses at no cost to the District. In the event that a state, local or federal permit and /or license is required for the performance of this contract, and is applied for in good faith and is

refused, neither the District nor the Lessee (or their Contractor) shall have an obligation to perform this work.

SUPERVISION

The Lessee and / or Contractor shall give prior notice to the District's Project Manager regarding the start date for this project. The Project Manager will make available personnel to assist in the refinement of project details, if needed.

INSURANCE

Activities of the Contractor or Lessee shall be that of an independent contractor and the District shall not be responsible for the actions of the Contractor or Lessee in performing the work under this agreement. The Contractor shall furnish evidence of insurance in the minimum coverage amount of one million dollars (\$1,000,000.00) for liability and workers' compensation coverage, consistent with the lease agreement.

**INTERLOCAL AGREEMENT BY AND BETWEEN
ST. JOHNS COUNTY
AND THE
FLORIDA INLAND NAVIGATION DISTRICT**

PROJECT # LAN-06-3.263

This AGREEMENT made and entered into this 24th day of March, 2005 by and between the Florida Inland Navigation District, an independent special taxing District of the State of Florida (hereinafter the "District"), and St. Johns County, a political subdivision of the State of Florida (hereinafter the "County").

WITNESSETH

WHEREAS, the County has requested that the District make available dredged material from District's Site SJ-1 more particularly described in attached Exhibit A, ("the Site") for dune restoration on County beaches (hereinafter the "Project"); and

WHEREAS, the District is willing to participate in the Project because of the benefit to the District and the Atlantic Intracoastal Waterway, subject to the terms and provisions of this Interlocal Agreement; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties agree as follows:

1. Effect of Recitals. The above recitals are incorporated by reference into the body of this Agreement.

2. Purpose. The purpose of this Agreement is to clarify the parties' roles and obligations regarding the Project.

3. Responsibilities of the Parties.

a. Responsibilities of the District. The District agrees to allow the County to remove dredged material for the Project from the Site at the County's expense. The District will provide the County with any Site documents that the District may already have on hand and will endeavor to answer any technical questions regarding the Site to assist County's efforts.

b. Responsibilities of the County. County shall complete, or cause to be completed, the Project in an orderly and efficient manner. The County shall restore the Site and the access road to the Site to their pre-Project condition unless otherwise agreed to by the District. The County shall not excavate into the existing dikes nor lower than the basin's constructed bottom elevation as shown on Exhibit B.

(i) Prior to initiating the project the County will provide the District with a Dredged Material Removal Plan clearly indicating how the dredged material will be removed from the site, the equipment utilized for the removal, and shall contain a site plan showing all loading areas, haul routes, staging areas, and equipment storage areas.

(ii) County shall, through its agents and employees, prevent the unauthorized use of the District's property or any use thereof not in conformance with this Agreement.

(iii) Any structures, improvements or signs constructed by County in accordance with a plan approved by the District shall be removed by County at the termination of this Agreement. No trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of District. Removable equipment and removable improvements placed on the Site by the County which do not become a permanent part of the Site will remain the property of the County and shall be removed by the County upon termination of this Agreement.

(iv) In consideration for the privilege herein granted, the County shall not claim any damages from the District in connection with, or on account of, the County's performance under this Agreement; and, as between the parties, the County shall be solely responsible for, any injuries or damages arising in or on the Site while being used by the

County and its agents, representatives, and employees. The County shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, Florida Statutes, and shall be responsible for the acts and omission of its officers, employees, representatives and agents in the event that such acts or omissions result in injury to persons or damage to property. The District does not warrant or represent that the Site is safe or suitable for the purpose for which the County is permitted to use it, and the County assumes all risks in its use.

(v) The County shall require any third party contractors, engineers, consultants, etc., to maintain additional insurance in the minimum coverage amount of one million dollars (\$1,000,000.00) for liability and workmen's compensation, which insurance shall provide that the District be an additional insured.

(vi) County agrees that it will not do, or cause to be done, in, on, or upon the Site or as affecting said Site, any act which may result in damage or depreciation of value to the Site, or any part thereof.

(vii) County agrees that, during the term of this Agreement, the County:

A. Shall keep or cause the Site to be kept free of hazardous wastes or substances. In no event shall the County store or mix any such substances on the Site.

B. Shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of County or any assignees, a release of hazardous wastes or substances onto the Site.

C. Shall comply with and ensure compliance by its employees and all others under its direction with all applicable federal, state, and local laws, ordinances, rules, and regulations.

D. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", if used in this Agreement, shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and recovery Act, 49 U.S.C. Section 6901 et seq., the Florida Resource and

Management Act, Chapter 403, Florida Statutes, the Pollution, Spill, Prevention, and Control Act, Chapter 376, Florida Statutes, or any other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.

E. Shall immediately provide District with notice of any release or threatened release of hazardous waste within the Site and shall immediately provide District with notice of any injury or action taken by any local, state, or federal governmental body with respect to hazardous waste within the Site.

F. Shall remove any hazardous waste or hazardous substances which exceed allowable levels in the ground or the groundwater within the Site, arising from County's use of the Site.

4. Effective Date and Term. This Agreement shall take effect upon execution and shall terminate in one hundred and twenty (120) days after execution, unless such time has been extended by the District.

5. Compliance with Codes and Laws. The County agrees to abide by all applicable laws, orders, rules, and regulations. The County is also responsible for obtaining and abiding by federal, state and local permits necessary for the development and completion of the Project. In addition the County shall not violate any of the conditions of the District's Florida Department of Environmental Protection operational permit for this site which is attached as Exhibit C.

6. Independent Contractor. The parties agree that the District is an independent contractor and not an agent or servant of the County. No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

7. Liability. The parties to this Agreement shall not be deemed to assume any liability for the negligence or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits

established in Section 768.28, Florida Statutes. County acknowledges that the District, its employees, commissioners and agents are solely providing the dredged material for the Project and are not involved in the design, construction, operation or maintenance of the Project.

8. Breach and Opportunity to Cure. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights.

9. Litigation Costs/Venue. In the event that the District or the County institutes any action or suit to enforce the provisions of this Agreement, each party shall be responsible for its own attorney's fees and costs at the trial, appellate and post-judgment levels. The venue of any such litigation shall be had only in Palm Beach St. Johns County, Florida, and any trial shall be nonjury.

10. Notice. Any notices required to be given under this Agreement shall be in writing and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the District:
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498
Attn: Executive Director

As to County:

St. Johns County, Engineering Division
2740 Industry Center Road
St. Augustine, FL 32084
Attn: Darrell Locklear, County Engineer

11. Modification and Amendment. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

12. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

13. Joint Preparation. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

14. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

15. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

16. Assignment. The County may not assign this Agreement or any interest hereunder without the express prior written consent of the District.

17. Entirety of Agreement. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

[this section left purposely blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

Guan J. G.

Gluh

ATTEST: Cheryl Strickland, Clerk

Cheryl Strickland

FLORIDA INLAND NAVIGATION
DISTRICT

By: D. J. S. All
Executive Director

DATE: 3/24/05

ST. JOHNS COUNTY

By: Bob Allen
Title: County Administrator

DOMINANT TENEMENT - MSA SJ-1

A strip or zone One Thousand (1000) feet in width in the open waters of the Matanzas River and adjoining the Westerly bank of said river, beginning at the Northerly terminus of the Westerly right-of-way line hereinabove described in sub-paragraph I-a extending Southerly along the Westerly boundary of said Five Hundred (500) foot right-of-way and included between the Westerly boundary of said right-of-way and a line parallel to and distant One Thousand (1000) feet Westerly from (when measured at right angles to) the Westerly boundary of said right-of-way, said One Thousand (1000) foot width zone extending through portions of unsurveyed Sections Twenty-seven (27), Thirty-four (34) and Thirty-five (35), Township Eight (8) South, Range Thirty (30) East, Sections Two (2), Eleven (11) and Fourteen (14) in Township Nine (9) South, Range Thirty (30) East, to the Northerly terminus of the Westerly right-of-way line as shown in Plat Book 4 at page 75 of the Public Records of St. Johns County, Florida; thence continuing along aforesaid Westerly right-of-way line through portions of unsurveyed Sections Fourteen (14), Twenty-three (23) and Twenty-four (24) in Township Nine (9) South, Range Thirty (30) East to join the Northerly boundary of MSA 233 as said MSA is shown in Deed Book 102 at page 292 of the Public Records of St. Johns County, Florida.

D.R. 1041 PG 000

EXHIBIT A - 2

DOMINANT TENEMENT - MSA SJ-1A

O.R. 1041 PG 0586

A tract or parcel of sawgrass marsh land in unsurveyed Section 14, Township 9 South, Range 30 East, St. Johns County, Florida, more particularly described as follows:

For Point of Beginning commence at a point indicated on the map of the Intracoastal Waterway from Jacksonville, Florida, to Miami, Florida, (filed in the public records of St. Johns County, Florida, in Plat Book 5, page 60) by the words - -"Point of Beginning FRM N. Terminus W. R/W Line procured in 1930" and run thence South seven degrees forty six minutes fifty two seconds West (S. $7^{\circ} 46' 52''$ W.) along the westerly boundary of said right-of-way a distance of twenty ^{seventy one} one hundred/and four one hundredths feet ($2171.04'$) to an angle point in said boundary line; run thence South thirty seven degrees fifty nine minutes eight seconds East (S. $37^{\circ} 59' 08''$ E.) and continue along the westerly boundary of said right-of-way a distance of three hundred fifty feet ($350'$) more or less to the point in the line dividing unsurveyed Sections 14 and 23 in said township; run thence in a westerly direction ^{said} along the line dividing/unsurveyed Sections a distance of nineteen hundred three feet ($1903'$) to a point which lies fifteen hundred feet ($1500'$) southwesterly from the northwesterly prolongation of said last mentioned right-of-way boundary when measured at right angles thereto; run thence North seven degrees forty six minutes fifty two seconds East (N. $7^{\circ} 46' 52''$ E.) a distance of forty seven hundred feet ($4700'$) more or less to a point which lies in the southwesterly boundary of a right-of-way conveyed to the United States of America by the State of Florida by deed recorded in public records of St. Johns County, Florida, in Deed Book 136, page 283; run thence along the westerly boundary of said right-of-way south thirty three degrees forty six minutes twenty two seconds East (S. $33^{\circ} 46' 22''$ E.) a distance of twenty two hundred fifty feet) more or less, to an angle point; run thence South eleven degrees

EXHIBIT A-3

O.R. 1041 PG 0587

DOMINANT TENEMENT - MSA SJ-1A

fifty two minutes East (S. 11° 52' 00" E.) and continue along the westerly boundary of said right-of-way a distance of three hundred sixty six and sixty six hundredths feet (366.66') to the point of beginning; excluding from the tract thus described so much of the aforesaid Section 14 as lies within that certain strip of land described as MSA SJ-1 in easement grant executed by the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 136, page 283, of the public records of St. Johns County, Florida; the aforesaid strip being shown in Plat Book 5, page 60, of the public records of the county aforesaid; the MSA SJ 1-A hereinabove described, after excluding the lands previously granted to the United States, contains 41.5 acres, more or less.

DOMINANT TENEMENT - MSA SJ-1B

A tract or parcel of sawgrass marsh land in unsurveyed Sections 23 and 24, Township 9, South, Range 30 East, St. Johns County, Florida, more particularly described as follows:

For Point of Reference commence at a point indicated on the map of the Intracoastal Waterway from Jacksonville to Miami, Florida, (filed in the public records of St. JOHNS County, Florida, in Plat Book 5, page 60) by the words - - "Point of Beginning FRM N. Terminus W. R/W line procured in 1930" and run thence South seven degrees forty six minutes fifty two seconds West (S. $7^{\circ} 46' 52''$ W.) along the westerly boundary of said right-of-way a distance of twenty one hundred seventy one and four one hundredths feet ($2171.04'$) to an angle point in said boundary line; run thence South thirty seven degrees fifty nine minutes eight seconds East (S. $37^{\circ} 59' 08''$ E.) and continue along the westerly boundary of said right-of-way a distance of three hundred fifty feet ($350'$) more or less to a point in the line dividing unsurveyed sections 14 and 23 in said township for Point of Beginning.

From the point of beginning thus described run in a westerly direction along the line dividing unsurveyed Sections 14 and 23 a distance of nineteen hundred three (1903) feet to a point which lies fifteen hundred feet (1500) southwesterly from the northwesterly prolongation of the southwesterly boundary of said right-of-way when measured at right angles thereto; run thence South thirty seven degrees fifty nine minutes eight seconds East (S. $37^{\circ} 59' 08''$ E.) a distance of thirty four hundred feet ($3400'$) more or less to the East and West Quarter of Section Line in the center of unsurveyed Section 23; run thence in an easterly direction along said East and West Quarter Section Line and along the East and West Quarter Section Line in the center of unsurveyed Section 24, a distance of nineteen hundred

EXHIBIT A-5

O.R. 1041 PG 0589

DOMINANT TENEMENT - MSA SJ-1B

three feet (1903) more or less to the westerly boundary of the right-of-way of said Intracoastal Waterway as shown on said recorded map aforementioned; run thence North thirty seven degrees fifty nine minutes eight seconds West (N. $37^{\circ} 59' 08''$ W.) along the westerly boundary of said right-of-way a distance of thirty four hundred feet (3400') more or less to the point of beginning; excluding from the tract thus described so much of aforesaid Sections 23 and 24 as lies within that certain strip of land described as MSA SJ-1 in easement grant executed by the Trustees of the Internal Improvement Fund of the State of Florida recorded in Deed Book 136, page 283, of the public records of St. Johns County, Florida. the aforesaid strip being shown in Plat Book 5, page 60, of the public records of the County aforesaid. The MSA SJ-1-B hereinabove described, after excluding the lands previously granted to the United States, contains 39 acres, more or less.

O.R. 1041 PG 0590

EXHIBIT A-C

DOMINANT TENEMENT - MSA SJ-1C

All that part of unsurveyed Section 14, Township 9 South, Range 30 East, in St. Johns County, Florida, which lies on the west side of the right-of-way of the Intracoastal Waterway from Jacksonville, Florida, to Miami, Florida, as said right-of-way is shown on Page 60, Plat Book 5, of the Public Records of St. Johns County, Florida.

EXHIBIT A-7

Roadway
EASEMENT PREMISES

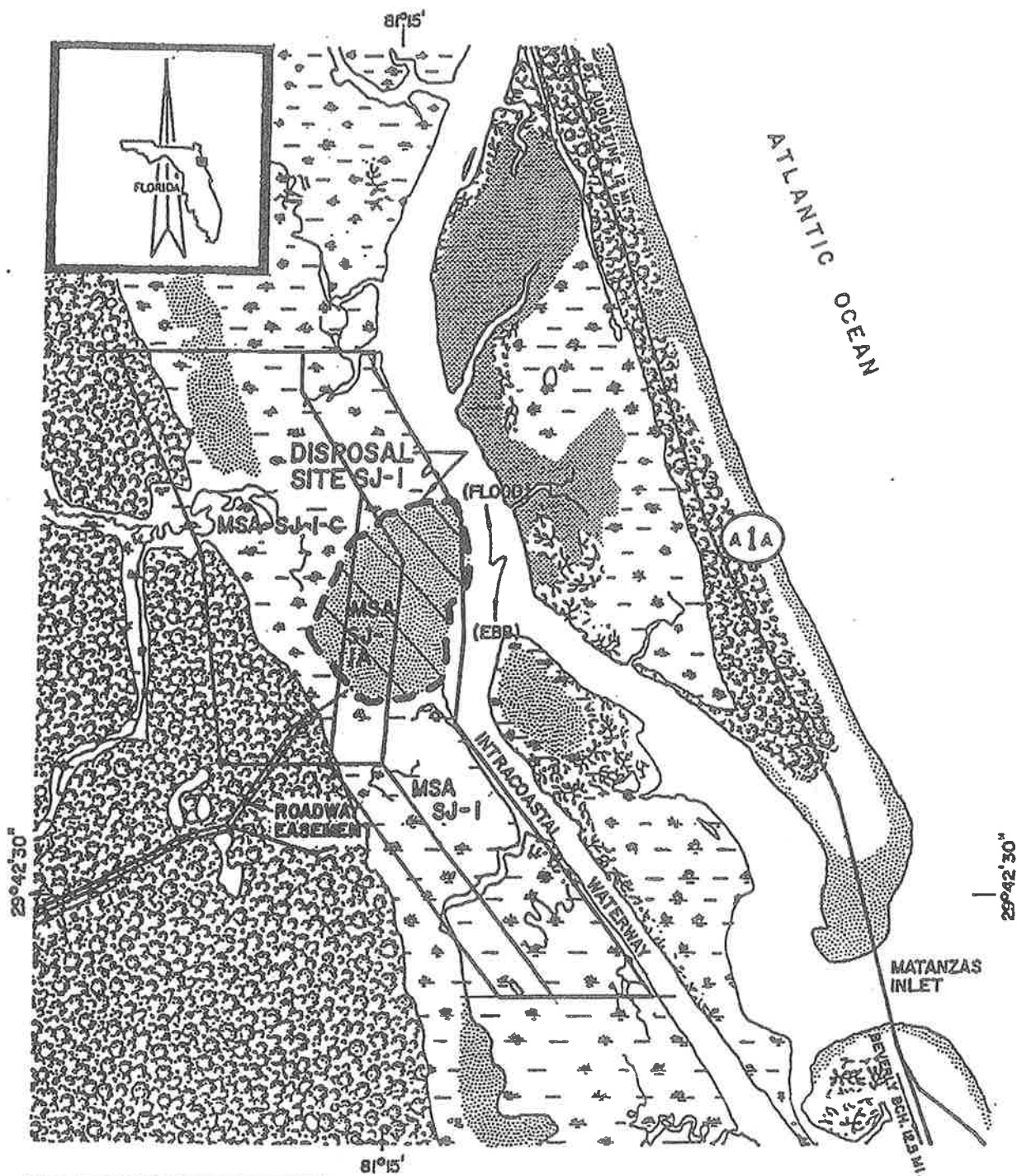
O.R. 1041 PG 0584

A strip of land 60 feet wide in Sections 20, 21, 22, and 39, Township 9 South, Range 30 East, St. Johns County, Florida; being bounded on the West by the Easterly right-of-way line of U.S. Highway No. 1 (a 200 foot wide right-of-way as now established); being bounded on the East by the Westerly line of unsurveyed Section 14 (as described in Deed Book 185, Pages 80 through 82, Public Records of St. Johns County, Florida); and lying 30 feet on each side of the following described centerline:

COMMENCE at the intersection of the Easterly right-of-way line of U.S. Highway No. 1 and the North line of said Section 20; thence South 15° 54' 07" East, along said Easterly right-of-way line, a distance of 2774.75 feet to the POINT-OF-BEGINNING of the herein described centerline; THENCE North 89° 21' 51" East, leaving said right-of-way line, a distance of 3138.75 to a Point of Curvature; thence Northeasterly and along a curve concave to the North, an arc distance of 249.07 feet to a point of tangency (said curve to the left having a radius of 1181.38 feet and a central angle of 12° 04' 47" and being subtended by a chord bearing of North 83° 19' 27" East and a chord distance of 248.61 feet); thence North 77° 17' 03" East a distance of 2300.61 feet to a Point of Curvature; thence Northeasterly and along a curve concave to the North, an arc distance of 199.25 feet to a point of tangency (said curve to the left having a radius of 938.33 feet and a central angle of 12° 09' 59" and being subtended by a chord bearing of North 71° 12' 04" East and a chord distance of 198.87 feet); thence North 65° 07' 04" East a distance of 409.85 feet to a Point of Curvature; thence Northeasterly and along a curve concave to the South, an arc distance of 226.68 feet to a point of tangency (said curve to the right having a radius of 545.64 feet and a central angle of 23° 48' 12" and being subtended by a chord bearing of North 77° 01' 10" East and a chord distance of 225.06 feet); thence North 88° 55' 16" East a distance of 2023.60 feet to a Point of Curvature; thence Southeasterly and along a curve concave to the South, an arc distance of 398.67 feet to a point of tangency (said curve to the right having a radius of 1999.38 feet and a central angle of 11° 25' 29" and being subtended by a chord bearing of South 85° 21' 59" East and a chord distance of 398.01 feet); thence South 79° 39' 15" East a distance of 1189.42 feet to a Point of Curvature; thence Northeasterly and along a curve concave to the North, an arc distance of 186.12 feet to a point of tangency (said curve to the left having a radius of 376.98 feet and a central angle of 28° 17' 19" and being subtended by a chord bearing of North 86° 12' 06" East and a chord distance of 184.24 feet); thence North 72° 03' 26" East a distance of 1114.27 feet to a Point of Curvature; thence Northeasterly and along a curve concave to the North, an arc distance of 189.70 feet to a point of tangency (said curve to the left having a radius of 1374.80 feet and a central angle of 07° 54' 21" and being subtended by a chord bearing of North 68° 06' 16" East and a chord distance of 189.55 feet); thence North 64° 09' 05" East a distance of 1217.49 feet to a Point of Curvature; thence Northeasterly and along a curve concave to the Northwest, an arc distance of 159.81 feet to a point of tangency (said curve to the left having a radius of 1329.30 feet and a central angle of 06° 53' 17" and being subtended by a chord bearing of North 60° 42' 27" East and a chord distance of 159.71 feet); thence North 57° 15' 48" East a distance of 323.58 feet to a Point of Curvature; thence Northeasterly and along a curve concave to the Southeast, an arc distance of 188.26 feet to a point of tangency (said curve to the right having a radius of 569.17 feet and a central angle of 18° 57' 06" and being subtended by a chord bearing of North 66° 44' 21" East and a chord distance of 187.41 feet); thence North 76° 12' 54" East a distance of 518.60 feet to a Point of Curvature; thence Northeasterly and along a curve concave to the Northwest, an arc distance of 191.34 feet to a point of tangency (said curve to the left having a radius of 266.53 feet and a central angle of 41° 07' 54" and being subtended by a chord bearing of North 55° 38' 58" East and a chord distance of 187.25 feet); thence North 35° 05' 01" East a distance of 1474.06 feet to a Point of Curvature; thence Northeasterly and along a curve concave to the Southeast, an arc distance of 143.77 feet to a point of tangency (said curve to the right having a radius of 487.79 feet and a central angle of 16° 53' 14" and being subtended by a chord bearing of North 43° 31' 38" East and a chord distance of 143.25 feet); thence North 51° 58' 14" East a distance of 40.67 feet to a point on the Easterly line of Section 39 and the Westerly line of unsurveyed Section 14, and the POINT OF TERMINUS of this centerline description. Said strip contains 21.88 acres, more or less.

301233

Exhibit B-1

REFERENCED

USGS MATANZAS INLET
QUADRANGLE 1956, REVISED
1970.
USGS DINNER ISLAND
QUADRANGLE 1956, REVISED
1970, 1983.



TAYLOR ENGINEERING INC

9086 CYPRESS GREEN DRIVE
JACKSONVILLE FLORIDA 32216

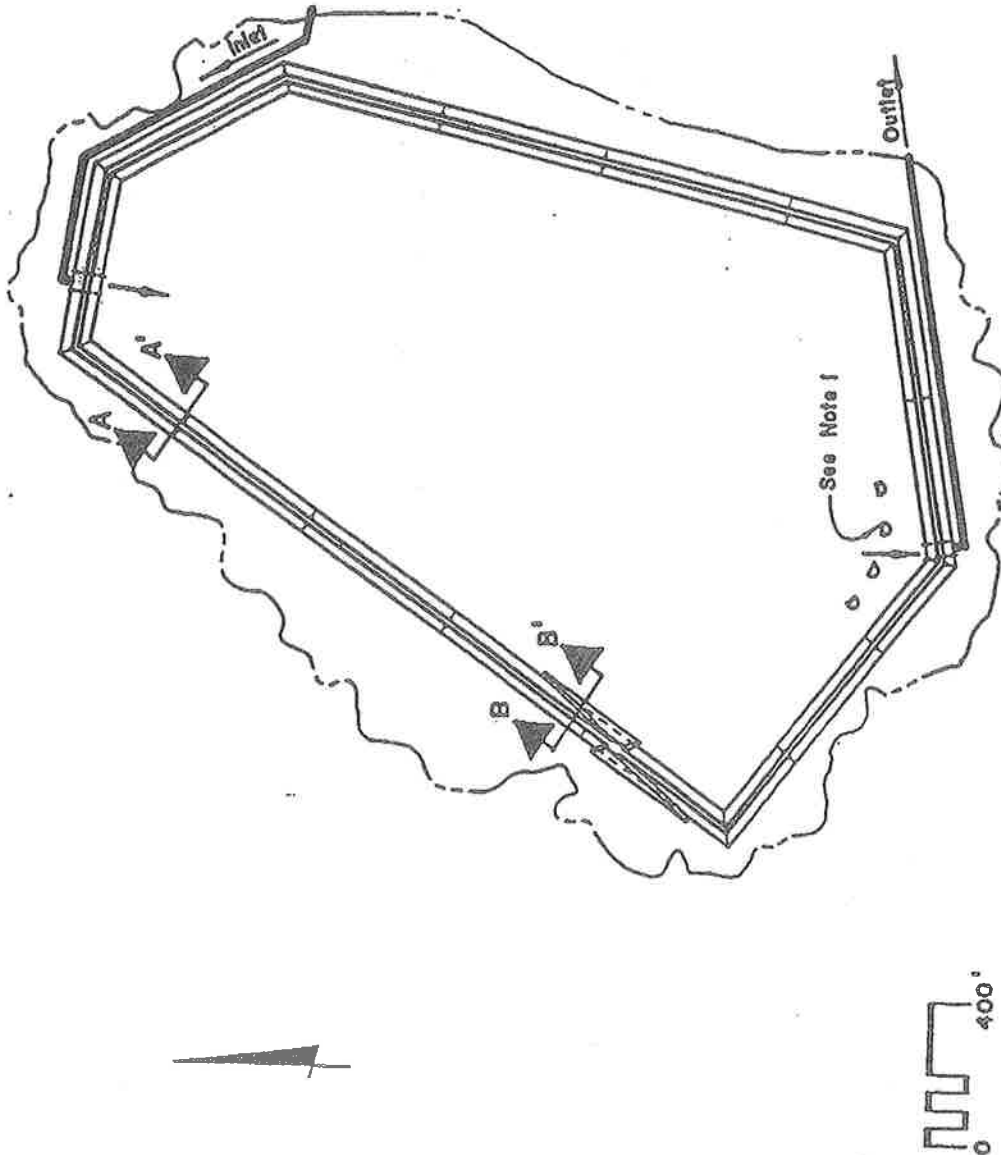
**Location of Dredged Material
Disposal Site SJ-1
St. Johns County, Florida**

PROJECT	C-9003
REVISION	
SHEET	1 of 5
DATE	Dec., 1991

Exhibit B-2

Notes:

1. Weirs: Four 9-15 ft. Dia. CM Half-Pipes With Removable Flash Boards Adj. From + 9 ft. Above Grade to Below Grade (With Connecting Manifold.)
2. Containment Area:
Within Outside Toe of Dike: 79.7 Acres
Within Inside Toe of Dike: 67.7 Acres
Capacity: 781,651 C.Y.
3. Sections A-A, B-B: See Sheet 3 of 6.
4. Elevation Datum: NGVD of 1929
5. Area Outside Dike Within Site Boundary to be a Buffer of Natural Vegetation.

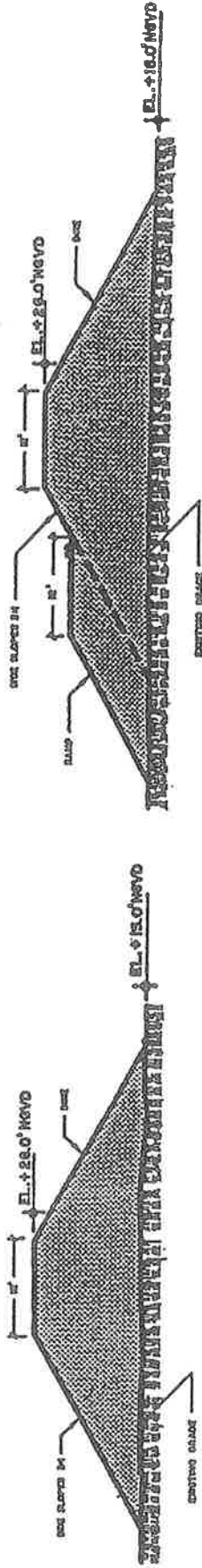


Disposal Area Site Plan
Site SJ-1
St. Johns County, Florida

TAYLOR ENGINEERING INC
9086 CYPRESS GREEN DRIVE
JACKSONVILLE, FLORIDA 32256

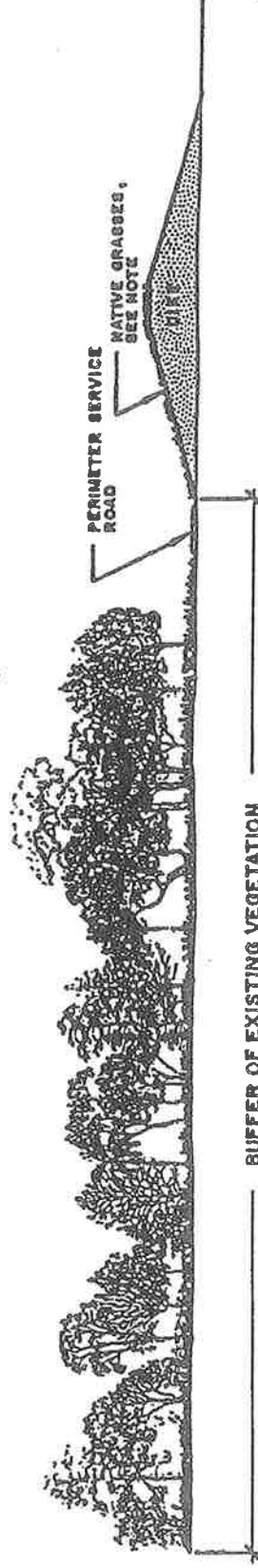
PROJECT C-9003
REVISION
SHEET 2 of 6
DATE Dec., 1991

Exhibit B-3



SECTION A-A
N.T.A.

SECTION B-B
N.T.A.



NOTE:
TYPICAL SPECIES INCLUDE:
PASPALUM VAGINATUM
SPARTINA PATENS
SPONOSOLUS SPECIES

DISPOSAL AREA - VEGETATION PLAN

SCALE 1" = 50'

TAYLOR ENGINEERING INC.
9086 CYPRESS GREEN DRIVE
JACKSONVILLE, FLORIDA 32256

Typical Dike and Ramp Sections, Vegetation Plan
Site SJ-1
St. Johns County, Florida

PROJECT	C-9003
REGION	
SHEET	3 of 8
DATE	Dec., 1991

THIRD AMENDMENT

TO

ROAD ACCESS EASEMENT AGREEMENT

THIS THIRD AMENDMENT TO ROAD ACCESS EASEMENT AGREEMENT (this "Amendment") is entered into this ____ day of _____, 2014, by and between **FLORIDA INLAND NAVIGATION DISTRICT**, a special taxing district organized under the laws of the State of Florida ("FIND") and **THE RANGE AT CRANE ISLAND, LLC**, (hereinafter referred to as "TRCI").

RECITALS

A. TRCI is the owner of that certain real property located on Crane Island and on Amelia Island in Nassau County, Florida, being more particularly described on Exhibit "A" attached hereto and incorporated herein ("Easement Parcel").

B. FIND and Lynwood G. Willis, Partner, Jane T. Willis, Robert H. Still, Jr., as Co-Trustee of the Lynwood G. Willis and Jane T. Willis Trust, U/D/O December 31, 1992, Michael D. Abney, Co-Trustee of the Lynwood G. Willis and Jane T. Willis Trust, U/D/O December 31, 1992, Christopher Anderson, Piedmont Square, LLC, A Virginia Limited Liability Corporation, David Agnew, Crane Island Investments, LLC, A South Carolina Limited Liability Corporation, and Vincent G. Graham, (hereinafter referred to collectively as "**Grantor**") entered into a Road Access Easement Agreement dated as of November 21, 2008 and recorded in Official Records Book 1594, Page 1387 of the Public Records of Nassau County, Florida ("Easement Agreement").

C. Section 3.1 (b) of the Easement Agreement required the Grantor to use its best efforts to cause the commencement of the construction of the Access Road on or before August 26, 2008 (the "Commencement Date").

D. The actual date of commencement of the construction of the Access Road was November 25, 2008.

E. Section 3.1 (b) of the Easement Agreement required the Grantor to use its best efforts to cause the Access Road to be completed eighteen (18) months after the commencement of construction (the "Completion Date").

F. Grantor and FIND executed a First Amendment to Road Access Easement Agreement.

G. Grantor was not able to complete the construction of the Access Road by the Completion Date and requested FIND to grant a one (1) year extension of the Completion Date.

H. The Board of Commissioners of FIND, at its meeting of May 20, 2011, approved Grantor's request for a one (1) year extension of the Completion Date, until May 25, 2012, although a formal amendment to the Easement Agreement was not executed.

I. Grantor had been unable to complete the construction of the Access Road by the Completion Date, as extended, and requested a further extension of the Completion Date.

J. The Board of Commissioners of FIND, at its meeting on May 18, 2012, approved an additional two (2) year extension of the Completion Date, until May 25, 2014.

K. TRCI purchased the Easement Parcel from Grantor in February 2014.

L. TRCI has requested a further extension of the Completion Date.

M. The Board of Commissioners of FIND, at its meeting on April 11, 2014, approved an additional two (2) year extension of the Completion Date, until May 25, 2016.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, TRCI and FIND hereby agree as follows:

ARTICLE I

RECITALS

1.1 Recitals. The foregoing Recitals are true and correct and are incorporated herein by reference.

ARTICLE II

ASSUMPTION OF GRANTOR'S OBLIGATIONS

2.1 TRCI here by assumes and agrees to perform all of Grantor's duties and obligations under the Easement Agreement.

ARTICLE III

AMENDMENT

3.1 Section 3.1 (b) of the Easement Agreement is amended to read:

Construction of Improvements. Having received a key Access Road Permit from Nassau County, ~~Grantor~~ TRCI shall use its best efforts to cause the commencement of the construction of the Access Road on or before November 25, 2008 (the "Commencement Date") and shall use its best efforts to cause the Access Road to be completed by ~~May 25, 2014~~ May 25, 2016 (the "Completion Date").

3.2 Except as amended hereby, the Easement Agreement is ratified, confirmed and accepted.

3.3 This Amendment may be executed in a number of identical counterparts with separate signature pages of the parties attached in which event each such counterpart shall constitute an original, executed agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year written below.

Signed, sealed and delivered

**THE RANGE AT CRANE
ISLAND, LLC**

In the presence of:

Print name: _____

By: _____

Name: _____

Print name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of The Range at Crane Island, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Print Name: _____

Notary Public, State of _____

Commission Number: _____

My Commission expires: _____

Signed, sealed and delivered in
the presence of:

**FLORIDA INLAND NAVIGATION
DISTRICT**

Print Name: _____

By: _____
Gail Kavanagh, Chair

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Gail Kavanagh, as Chair of Florida Inland Navigation District, an independent special taxing district of the State of Florida. She is personally known to me or has produced _____ as identification.

Notary Public, State of _____
Name: _____
My Commission Expires: _____
My Commission Number is: _____

Exhibit "A"

LEGAL DESCRIPTION
EASEMENT PARCEL

PARCEL 1:

A PORTION OF GOVERNMENT LOTS 2 AND 3, SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6; THENCE NORTHWESTERLY, ALONG THE NORTHERLY LINE OF SAID SECTION 6, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH 89°41'48" WEST, 2353.12 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE NORTH 89°41'48" WEST, 1161.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 53.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°40'09" WEST, 53.33 FEET; THENCE SOUTH 87°37'42" WEST, 160.30 FEET; THENCE SOUTH 79°19'19" WEST, 24.40 FEET; THENCE SOUTH 50°37'01" EAST, 17.23 FEET; THENCE NORTH 87°37'42" EAST, 104.39 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 151.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°55'34" WEST, 149.94 FEET; THENCE NORTH 09°42'36" WEST, 87.84 FEET; THENCE SOUTH 79°19'19" WEST, 20.00 FEET; THENCE SOUTH 09°42'36" EAST, 104.14 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 170.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°26'24" WEST, 169.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°36'12" WEST, 204.17 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 152.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°16'01" WEST, 151.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°55'50" WEST, 53.35 FEET; THENCE NORTH 54°04'10" WEST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 80.00 FEET; THENCE SOUTH 54°04'10" EAST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 449.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 23.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°49'14" WEST, 23.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°42'38" WEST, 87.98 FEET; THENCE NORTH 56°53'41" WEST, 117.11 FEET; THENCE SOUTH 33°06'19" WEST, 20.00 FEET; THENCE

SOUTH 56°53'41" EAST, 112.79 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 237.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°28'31" WEST, 223.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 87.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°35'48" EAST, 86.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°22'10" WEST, 155.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 144.00 FEET, AN ARC DISTANCE OF 215.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°15'27" WEST, 196.00 FEET, TO AN INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 5, AS SURVEYED BY WASHINGTON AND WILLIS, DATED 1831; THENCE SOUTH 09°46'52" EAST, ALONG LAST SAID LINE, 61.88 FEET, TO THE ARC OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 204.00 FEET, AN ARC DISTANCE OF 287.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51°43'26" EAST, 264.19 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°22'10" EAST, 155.95 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 125.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°35'48" WEST, 123.38 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 171.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°34'26" EAST, 161.15 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°42'38" EAST, 100.77 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 34.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°49'14" EAST, 34.10 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°55'50" EAST, 449.05 FEET; THENCE SOUTH 54°04'10" EAST, 20.00 FEET; THENCE NORTH 35°55'50" EAST, 80.00 FEET; THENCE NORTH 54°04'10" WEST, 20.00 FEET; THENCE NORTH 35°55'50" EAST, 53.35 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 181.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°16'01" EAST, 179.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 08°36'12" EAST, 204.17 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 385.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°27'12" EAST,

353.20 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°41'48" EAST, 1106.60 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 86.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°18'12" EAST, 77.78 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°18'12" EAST, 5.00 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH: (PARCEL 2)

A PORTION OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6; THENCE NORTH 89°41'48" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 3514.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 53.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°40'09" WEST, 53.33 FEET; THENCE SOUTH 87°37'42" WEST, 160.30 FEET; THENCE SOUTH 79°19'19" WEST, 24.40 FEET; THENCE SOUTH 50°37'01" EAST, 17.23 FEET; THENCE NORTH 87°37'42" EAST, 104.39 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 151.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°55'34" WEST, 149.94 FEET; THENCE NORTH 09°42'36" WEST, 87.84 FEET; THENCE SOUTH 79°19'19" WEST, 20.00 FEET; THENCE SOUTH 09°42'36" EAST, 104.14 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 170.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°26'24" WEST, 169.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°36'12" WEST, 204.17 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 152.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°16'01" WEST, 151.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°55'50" WEST, 53.35 FEET; THENCE NORTH 54°04'10" WEST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 80.00 FEET; THENCE SOUTH 54°04'10" EAST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 449.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 23.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°49'14" WEST, 23.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°42'38" WEST, 87.98 FEET; THENCE NORTH 56°53'41" WEST, 117.11 FEET; THENCE SOUTH 33°06'19" WEST, 20.00 FEET; THENCE SOUTH 56°53'41"

EAST, 112.79 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 237.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°28'31" WEST, 223.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 87.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°35'48" EAST, 86.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°22'10" WEST, 155.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 144.00 FEET, AN ARC DISTANCE OF 215.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°15'27" WEST, 196.00 FEET TO TO THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 5, AS SURVEYED BY WASHINGTON AND WILLIS, DATED 1831, A POINT ON THE ARC OF SAID CURVE, AND THE POINT OF BEGINNING; THENCE WESTERLY, CONTINUING ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 144.00 FEET, AN ARC DISTANCE OF 75.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°44'17" WEST, 75.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 52°37'17" WEST, 176.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 17.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°24'19" WEST, 17.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°11'20" WEST, 166.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE WEST; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 526.00 FEET, AN ARC DISTANCE OF 310.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°06'23" WEST, 306.12 FEET; THENCE SOUTH 00°01'25" EAST, 60.00 FEET TO THE ARC OF A CURVE TO THE EAST; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 466.00 FEET, AN ARC DISTANCE OF 275.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°06'23" EAST, 271.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 56°11'20" EAST, 166.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 13.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°24'19" EAST, 13.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°37'17" EAST, 176.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE EAST; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 204.00 FEET, AN ARC DISTANCE OF 125.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°16'17" EAST, 123.71 FEET TO THE AFORESAID ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 5, AS SURVEYED BY WASHINGTON AND WILLIS, DATED 1831; THENCE NORTH 09°46'52" WEST, ALONG LAST SAID LINE, 61.88 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: (PARCEL 3)

A PORTION OF SECTIONS 6 AND 49, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6; THENCE NORTH 89°41'48" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 3514.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 53.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°40'09" WEST, 53.33 FEET; THENCE SOUTH 87°37'42" WEST, 160.30 FEET; THENCE SOUTH 79°19'19" WEST, 24.40 FEET; THENCE SOUTH 50°37'01" EAST, 17.23 FEET; THENCE NORTH 87°37'42" EAST, 104.39 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 151.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°55'34" WEST, 149.94 FEET; THENCE NORTH 09°42'36" WEST, 87.84 FEET; THENCE SOUTH 79°19'19" WEST, 20.00 FEET; THENCE SOUTH 09°42'36" EAST, 104.14 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 170.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°26'24" WEST, 169.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°36'12" WEST, 204.17 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 152.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°16'01" WEST, 151.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°55'50" WEST, 53.35 FEET; THENCE NORTH 54°04'10" WEST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 80.00 FEET; THENCE SOUTH 54°04'10" EAST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 449.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 23.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°49'14" WEST, 23.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°42'38" WEST, 87.98 FEET; THENCE NORTH 56°53'41" WEST, 117.11 FEET; THENCE SOUTH 33°06'19" WEST, 20.00 FEET; THENCE SOUTH 56°53'41" EAST, 112.79 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 237.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°28'31" WEST, 223.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS

OF 140.00 FEET, AN ARC DISTANCE OF 87.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°35'48" EAST, 86.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°22'10" WEST, 155.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 144.00 FEET, AN ARC DISTANCE OF 291.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°22'27" WEST, 244.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 52°37'17" WEST, 176.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 17.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°24'19" WEST, 17.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°11'20" WEST, 166.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE WEST; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 526.00 FEET, AN ARC DISTANCE OF 280.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°27'43" WEST, 277.12 FEET TO THE ARC OF A CURVE TO THE NORTHWEST AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 85.64 FEET, AN ARC DISTANCE OF 136.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 38°46'49" WEST, 122.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 96.11 FEET, AN ARC DISTANCE OF 116.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°30'16" WEST, 109.69 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 157.91 FEET, AN ARC DISTANCE OF 87.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°30'40" WEST, 86.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTH; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 79.53 FEET, AN ARC DISTANCE OF 69.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°24'35" WEST, 66.98 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 539, PAGE 1099 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, 30.32 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 109.53 FEET, AN ARC DISTANCE OF 90.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°45'43" EAST, 87.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 127.91 FEET, AN ARC DISTANCE OF 70.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°30'40" EAST, 69.66 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE

NORTHEASTERLY, HAVING A RADIUS OF 126.11 FEET, AN ARC DISTANCE OF 153.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°30'16" EAST, 143.93 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.64 FEET, AN ARC DISTANCE OF 91.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°23'36" EAST, 81.27 FEET TO THE ARC OF A CURVE TO THE EAST; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 526.00 FEET, AN ARC DISTANCE OF 30.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°22'46" EAST, 30.19 FEET TO THE POINT OF BEGINNING.

AGREEMENT FOR PURCHASE AND SALE

(ROAD ACCESS EASEMENT)

THIS AGREEMENT FOR PURCHASE AND SALE (this "Agreement") is entered into by VINCENT G. GRAHAM, LYNWOOD G. WILLIS, JANE T. WILLIS, ROBERT H. STILL, JR. and MICHAEL D. ABNEY AS-CO-TRUSTEES OF THE LYNWOOD G. WILLIS AND JANE T. WILLIS TRUST U/D/O DECEMBER 31, 1992, CHRISTOPHER ANDERSON, PIEDMONT SQUARE, LLC, a Virginia limited liability corporation and DAVID AGNEW, CRANE ISLAND INVESTMENTS, LLC, a South Carolina limited liability corporation, (collectively, the "SELLER") and FLORIDA INLAND NAVIGATION DISTRICT, a special taxing district organized under the laws of the State of Florida, ("BUYER").

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. PURCHASE AND SALE

1.1 Subject to all of the terms and conditions of this Agreement, Seller will sell to Buyer and Buyer will purchase from Seller a perpetual, non-exclusive road access easement (the "Access Easement") over, upon and across the real property located in Nassau County, Florida as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Easement Area").

2. TOTAL PURCHASE PRICE

2.1 The purchase price ("Total Purchase Price") to be paid by the Buyer to the Seller for the Property is Nine Hundred Twenty Thousand Six Hundred and Ninety Four Dollars (\$920,694.00), subject to adjustment as herein provided, payable as hereinafter described.

3. PAYMENT OF TOTAL PURCHASE PRICE

3.1 At the time of "Closing" (defined below), Buyer will pay the balance of the Total Purchase Price, subject to the adjustments provided for herein, by cashier's check of U.S. funds drawn on a bank with a branch in the State of Florida or by wire transfer of immediately available U.S. federal funds to Seller.

3.2 Six Hundred Twenty Thousand Dollard (\$620,000.00) of the Total Purchase Price shall be available for immediate disbursement to the Seller and Three Hundred Thousand Nine Hundred Sixty Four Dollars (\$300,964.00) of the Total Purchase Price (the "Construction

Escrow") shall be held in escrow by the Escrow Agent. The Construction Escrow shall remain in escrow until the Seller has entered into a binding contract for the construction of the entire Access Road, including the bridge. Seller shall provide a fully executed copy of the Access Road construction contract to Buyer and Escrow Agent. Buyer shall have five (5) business days from the date of receipt to review the Access Road construction contract and notify the Escrow Agent in writing that Buyer authorizes the release the Construction Escrow to the Seller. Escrow Agent shall not release the Construction Escrow to the Seller without Buyer's written authorization. In the event that Buyer objects to the Access Road construction contract, Buyer shall inform the Seller, in writing, of the specific objections within said five (5) business day period. Release of the Construction Escrow to the Seller shall not affect Seller's refund obligations as contained in Paragraph 33 hereof.

4. TITLE INSURANCE AND SURVEY

4.1 Within thirty (30) days from the Effective Date of this Agreement, Purchaser shall obtain at Purchaser's sole cost and expense a title insurance commitment to issue an ALTA owner's title insurance policy, revised 10/17/92 with Florida modifications ("Title Commitment") as authorized for use in the State of Florida issued by a title insurance company authorized to do business in the State of Florida ("Title Insurance Company") together with legible copies of all Schedule B-2 exceptions. Moyle, Flanigan, Katz, Breton, White & Krasker, P.A., shall be the title agent. The Title Commitment shall show that Seller's fee title to the Easement Area is good, marketable and insurable, subject only to the Permitted Exceptions. Buyer may, during the period ("Title Review Period") beginning on the date Buyer receives the Title Commitment and ending on the twentieth (20th) day thereafter (not including the day of receipt), give Seller Notice of specific defects which make title other than as required by this Subparagraph or, for all purposes of this Agreement, Buyer shall be deemed to have accepted title in the condition described in the Title Commitment, subject, however, to a right to object to any new defects which may arise after the date of the Title Commitment. If Buyer timely gives Notice to Seller that title does not satisfy the requirements of this Subparagraph, and if Buyer so requests, Seller agrees to use reasonable commercial diligence to make title good, marketable and insurable for which purposes Seller shall have a reasonable time but no more than sixty (60) days from the receipt of Buyer's Notice that title is unacceptable ("Title Cure Period"). If Seller so corrects the defect as to which Buyer gave Notice as provided above, Buyer shall be deemed to have approved said corrected title After such reasonable diligence on the part of the Seller, if title is not rendered as required by this

Subparagraph, then, at the end of the Title Cure Period, then Buyer may elect either (a) to proceed to Closing, without regard to such title defect, or (b) to terminate this Agreement, whereupon this Agreement shall be terminated and all parties hereto released from all obligations and liabilities hereunder, except as otherwise hereinafter provided in Subparagraph 13.3. At any time prior to the end of the Title Review Period, Buyer may elect by Notice to Seller to waive all defects in title, in which event the transaction shall proceed as if Buyer had initially approved title. All title exceptions shown on the Title Commitment after the Title Cure Period, are referred to herein as the "Permitted Exceptions."

4.2 Seller shall obtain and deliver to Buyer within the Title Review Period, a current survey of the Easement Area prepared by a Florida registered land surveyor which survey shall show the legal description of the Easement Area, all improvements, easements, encroachments and overlaps and meet the most recent minimum technical requirements for surveys adopted in the Florida Administrative Code and ALTA/ASCM. The survey shall be certified to Seller, Buyer, the Title Agent and to the Title Insurance Company. During the Title Review Period, Buyer may object to any encroachments or other survey defects revealed by the survey by Notice to Seller. Any encroachments or other survey defects which are revealed by the survey and objected to by Buyer during the Title Review Period shall constitute title defects and shall be treated in accordance with the procedures set forth in Subparagraph 4.1 above. The cost to prepare the survey as described in this paragraph shall be shared equally by the Buyer and Seller.

4.3 Standard Title Insurance Exceptions. The following Standard Exceptions to title insurance commitments shall be deleted from any owners title insurance policy or commitment, unless otherwise waived by Buyer if it will not adversely affect Buyers' proposed use of the Property, by preparation, in a form reasonably satisfactory to the Title Insurance Company, of the following: (A) an affidavit regarding parties in possession and liens with respect to exceptions (i) and (iv) below; and (B) a current survey certified to the Title Insurance Company, the Title Agent and to the Buyer with respect to exceptions (ii) and (iii) below. Such affidavits shall be provided by Seller. The Standard Exceptions are:

- (i) Rights or claims of parties in possession not shown by the public records.
- (ii) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (iii) Easements or claims of easements not shown in by the public records.

- (iv) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4.4 Permitted Exceptions. The following Permitted Exceptions to the title insurance commitment and owner's title policy shall be permitted (all references are to the Public Records of Nassau County, Florida, unless the context indicates otherwise) viz:

- (i) Any liens or encumbrances incurred as a result of Buyer's inspections, engineering or other services provided to the Buyer relative to the Property.
- (ii) Such other exceptions which in the sole discretion of the Buyer are not objectionable.
- (iii) Riparian and littoral rights are not insured.
- (iv) The rights, if any, of the public to use as a public beach or recreation area, any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary lines separating the publicly used from the upland private area.
- (v) Adverse ownership claims by the State of Florida to those portions of the Property described herein that comprise sovereignty lands (including, without limitation, submerged, filled, and artificially exposed lands) that (i) have not been previously conveyed or transferred by the State, or (ii) are legally excluded from prior State conveyances of other types of lands.
- (vi) To the extent of submerged and yet unfilled land, the policy shall exclude from coverage the inalienable right of the public to use the navigable waters covering the submerged lands, and the policy shall exclude from coverage the rights of the State of Florida and the United States to regulate the use of the navigable waters.
- (vii) Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
- (vii) Easements which, in Buyer's reasonable judgment, do not interfere with Buyer's road access easement.

5. (Intentionally Omitted).

6. BUYER'S COVENANTS, WARRANTIES, AND IMPROVEMENTS

To induce Seller to enter into this Agreement, Buyer makes the following covenants, representations and warranties, all of which representations and warranties are true as of the date

hereof and shall be true as of the "Closing Date" (defined below) which warranties shall survive the Closing:

6.1 Buyer has full power and authority to enter into this Agreement and perform all of its obligations hereunder. Execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder have been duly authorized and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of Buyer. A breach of any of Buyer's warranties provided in Paragraph 6 shall be a default by Buyer hereunder.

7. SELLER'S COVENANTS AND WARRANTIES

To induce Buyer to enter into this Agreement, Seller makes the following covenants, representations and warranties, all of which representations and warranties are true as of the Effective Date of this Agreement and shall be true as of the Closing Date which warranties shall survive the Closing:

7.1 Seller has full power and authority to enter into this Agreement and to assume and perform all of its obligations hereunder. Execution and delivery of this Agreement and the performance by Seller of its obligations hereunder have been duly authorized and no further action or approval is required in order to constitute this Agreement as a binding and enforceable obligation of Seller. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby on the part of Seller do not and will not violate any provisions of law or any agreement of Seller and do not and will not conflict or result in the breach of any condition or provision of, or constitute default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of Seller by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, trust agreement, instrument or judgment to which Seller is a party or which is or purports to be binding upon Seller or which affects or purports to affect any of the Property or assets of Seller.

7.2 There are no condemnation or eminent domain proceedings pending or, to Seller's knowledge, contemplated against the Easement Area or any part thereof, and Seller has received no notice of the interest of any public authority or other entity to take or use the Easement Area or any part thereof.

7.3 Seller has no knowledge, (i) of the presence of any "Hazardous Substances" (as herein defined), including, but not limited to, transformers or equipment containing polychlorinated biphenyl ("PCBs"), on the Easement Area in violation of any environmental laws, (ii) of any spills, releases, discharges, or disposal of Hazardous Substances that have occurred or are

presently occurring on or onto the Easement Area in violation of any environmental laws, (iii) of any spills or disposal of Hazardous Substances that have occurred or are occurring off the Easement Area as a result of any construction on or operation and use of the Easement Area in violation of any environmental laws, (iv) of the presence of any asbestos in use or on the Easement Area in violation of any environmental laws, or (v) of any failure of Seller to comply with any applicable local, state or federal environmental laws, regulation, ordinance, or administrative or judicial order relating to the generation, recycling, reuse, sale, storage, handling, transport, and disposal of any Hazardous Substances with respect to the Easement Area. To the best of Seller's knowledge, Seller has not received any written notice from any governmental agency regarding the existence of any Hazardous Substance on or with respect to the Easement Area. "Hazardous Substance" shall mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, or other similar term by any federal, state, or local environmental statute, regulation, or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations, and ordinances may be amended from time to time, and asbestos.

7.4 Seller has not received notice of any violation of any law, ordinance or regulation with respect to the Easement Area.

7.5 Seller has not received any notice of any special assessments by any applicable governmental taxing authority affecting the Easement Area. If any such assessments are levied prior to Closing, they shall be treated in the manner provided for in Paragraph 12 hereof.

7.6 To Seller's knowledge, no other agreement concerning or restricting the sale of the Easement Area is in effect and no person or entity, other than the Buyer, has any right or option to acquire all or any portion of the Easement Area, save and except for this Agreement.

7.7 No insolvency proceedings are pending or to the best of Seller's knowledge, threatened against or contemplated by Seller.

A breach of any of Seller's warranties as provided in Paragraph 7 above shall be a default by Seller hereunder.

8. CLOSING

8.1 The closing of the purchase and sale of the Easement (the "Closing") shall occur at the office of Seller's attorney in Fernandina Beach, Florida at 10:00 A.M. on November 21, 2008 (the "Closing Date").

9. SELLER'S DELIVERIES

9.1 Seller shall deliver to Buyer at Closing the following documents:

9.1.1 The original Road Access Easement Agreement in the form attached hereto as Exhibit "B" and made a part hereof by reference ("Easement Agreement"), duly executed by Seller granting to Buyer the Access Easement over, upon and through the Easement Area, subject to no easements, security interests, defects of title, mortgages, pledges, leases, rights-of-way, liens or encumbrances of any nature whatsoever except the Permitted Exceptions, and such other matters as may have been approved by Buyer.

9.1.2 A no-lien, gap and parties-in-possession affidavit of a form and content customarily used in Nassau County, Florida, which would permit the gap, construction lien and rights of parties in possession exceptions to be deleted from an owner's title insurance policy issued in the State of Florida.

9.1.3 A Seller's affidavit, under penalty of perjury stating the Seller is not a "foreign person", as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder and setting forth Seller's taxpayer identification number.

9.1.4 A closing statement conforming to the terms of this Agreement.

9.1.5 Such affidavits, resolutions, and certifications as are required under Schedule B-I of the Title Insurance Commitment.

9.1.6 Such other documents, instruments or forms as are customarily delivered by a Seller of real property in Nassau County, Florida, and such other documents as are reasonably requested by Buyer or the Title Agent.

9.2 Copies of all of the foregoing including, without limitation, items listed in 9.1.1 through 9.1.6 above, shall be furnished by Seller to Buyer not less than three (3) days prior to the Closing Date.

10. BUYER'S DELIVERIES

At the Closing, after Seller has complied with all of the terms and conditions of this Agreement, Buyer shall:

10.1 Pay to Seller in the form required by Subparagraph 3.1 the amount of the Total Purchase Price, adjusted for prorations/adjustments and other matters provided for in this Agreement.

10.2 Any documents required under the Title Commitment and such other documents, instruments or forms as are customarily delivered by a Buyer of real property in Nassau County, Florida, and such other documents as are reasonably requested by Seller.

10.3 Execute and deliver the closing statement.

10.4 Execute and deliver the original Road Access Easement Agreement in the form attached hereto as Exhibit "B" and made a part hereof by reference ("Easement Agreement").

11. CLOSING AND RECORDING COSTS

Seller shall pay the cost of recording all title corrective instruments and state documentary stamps on the Easement Agreement. Buyer shall pay the cost of the survey obtained by it, the cost of the title insurance commitment and policy, and the cost of recording the Easement Agreement. Each party shall pay the fees of their own counsel.

12. (Intentionally Omitted).

13. REAL ESTATE COMMISSION

13.1 Seller represents and warrants to the Buyer that it has not engaged or dealt with any broker, finder or agent in connection with this transaction.

13.2 The Seller hereto agrees to indemnify the Buyer from the claims of any broker, finder or agent thereof, claiming to have dealt with the Seller with respect to the Access Easement or this Agreement.

13.3 The provisions of this Paragraph 13 shall survive the Closing or the termination of this Agreement.

14. CONDEMNATION

In the event of the institution against the record owner of the Easement Area of any proceedings, judicial, administrative or otherwise, relating to the taking, or to a proposed taking of any portion of the Easement Area by eminent domain, condemnation or otherwise, prior to Closing, or in the event of the taking of any portion of the Easement Area by eminent domain, condemnation or otherwise, prior to Closing, then Seller shall notify Buyer promptly and Buyer shall have the option, in its sole and absolute discretion of (a) terminating this Agreement; or (b) closing in accordance with the terms of this Agreement with a prorated reduction in the Total Purchase Price. Such election must be made by Buyer within ten (10) days of the notice furnished by Seller. If Buyer fails to make an election in writing, it shall be deemed to have elected alternative (a).

15. DEFAULT

15.1 If this transaction does not close because of a default on the part of Buyer, then Seller shall have all remedies available at law or in equity.

15.2 If this transaction fails to close due to a default on the part of Seller, then Buyer shall have all remedies available at law or in equity.

16. OPERATIONS PENDING CLOSING

16.1 Seller covenants and agrees with Buyer as follows:

(a) Between the date of this Agreement and the Closing Seller will continue to maintain the Easement Area in accordance with past practices.

(b) Between the date of this Agreement and the Closing, Seller shall comply with all covenants, conditions, restrictions, laws, statutes, rules, regulations and ordinances applicable to the Easement Area, immediately give Buyer copies of all notices received by Seller asserting any actual or potential breach or default under any covenants, conditions, restrictions, laws, statutes, rules, regulations or ordinances applicable to the Easement Area and perform when due all of Seller's obligations under all applicable laws.

(c) Between the date of this Agreement and the Closing, Seller shall not in any manner sell, convey, assign, transfer, encumber (except for encumbrances to be discharged at Closing) or otherwise dispose of the Easement Area, or any part thereof or interest therein.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties.

18. BINDING EFFECT/ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective devisees, personal representatives, successors and permitted assigns.

19. WAIVER, MODIFICATION

The failure by Buyer or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of Seller's or Buyer's right to insist upon strict compliance with the terms of this Agreement. Either party may waive the benefit of any provision or condition for its benefit which is contained in this Agreement. No oral modification of this Agreement shall be binding upon the parties and any modification must be in writing and signed by the Parties.

20. GOVERNING LAW, VENUE AND JURISDICTION

This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws. Each of the parties irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Florida in Nassau County, or the courts of the United States, Northern District of Florida; (b) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such court.

21. HEADINGS

The paragraph headings as set forth in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any paragraph herein.

22. NOTICES

Any notice, request, demand, instruction or other communication to be given to either party ("Notice"), except where required by the terms of this Agreement to be delivered at the Closing, shall be in writing and shall be sent by prepaid registered or certified mail through the facilities of the U.S. Postal Service, or by private overnight delivery service as follows:

Sellers:

Mr. Vince Graham
Owners of Crane Island
159 Civitas Street
Mt. Pleasant, SC 29464
843-883-5001

Lynwood Willis
c/o David Boon
437 E. Monroe Street
Jacksonville, Florida 32202
904-358-3898

With a copies to:

Mr. Jack Healan, President
Amelia Island Company, Inc.
PO Box 3000
Amelia Island, FL 32035-3000
904-277-5101

Arthur I. Jacobs, Esq.
 Jacobs, Scholz and Associates
 961687 Gateway Blvd.
 Suit 201-I
 Fernandina Beach, Florida 32034
 904-261-2396

Buyer: David Roach, Executive Director
 Florida Inland Navigation District
 1314 Marcinski Road
 Jupiter, FL 33477

with a copy to: Peter L. Breton, Esq.
 Moyle, Flanigan, Katz, Breton, White & Krasker, P.A.
 625 North Flagler Drive - 9th Floor
 West Palm Beach, FL 33401

Notice shall be deemed given (a) if forwarded by prepaid registered mail return receipt requested through the facilities of the U.S. Postal Service on the third (3rd) day following the date that the Notice in question was deposited in the facilities of the U.S. Postal Service or (b) if personally delivered, upon receipt; Notice by overnight delivery service shall be deemed given one (1) day after being deposited with such service properly addressed.

23. (Intentionally Omitted).

24. INTERPRETATION

This Agreement has been negotiated at arms length by Seller and Buyer, and the parties agree that for the purpose of construing the terms of this Agreement neither party shall be deemed responsible for the drafting thereof.

25. SEVERABILITY

The unenforceability or invalidity of any one or more provisions hereof shall not affect the validity or enforceability of any of the other provisions hereof.

26. TIME

Time shall be of the essence of this Agreement.

27. OFFER

This Agreement shall not constitute an offer to sell or exchange by any party hereto, but shall become a contract upon its execution by all parties hereto, and delivery to all parties hereto of executed counterparts of this Agreement.

28. COUNTERPARTS

This Agreement may be executed in a number of identical counterparts with separate signature pages of the parties attached in which event each such counterpart shall constitute an original, executed agreement.

29. CLOSING AND ESCROW AGENT

The Closing and Escrow Agent for this transaction shall be Jacobs, Scholz and Associates, 961687 Gateway Blvd., Fernandina Beach, Florida 32034.

30. ESCROW AND ESCROW AGENT

Any Escrow Agent receiving funds hereunder is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with the terms and conditions of this Agreement. Failure of clearance of funds shall not excuse the performance by the Buyer. In the event of doubt as to its duties or liabilities under the provisions of this Agreement, Escrow Agent may, in its sole discretion, continue to hold monies which are the subject of this escrow until the parties mutually agree to the disbursement thereof or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held pursuant to this Agreement with the Clerk of the Circuit Court in and for Nassau County, Florida, and upon notifying all Parties hereto of such action, all liability on the part of the Escrow Agent shall fully terminate, except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein the Escrow Agent is made a party by virtue of acting as such Escrow Agent hereunder, or in the event of any suit wherein Escrow Agent interpleads the subject matter of this escrow, the Escrow Agent shall be entitled to recover reasonable attorney's fees and costs incurred, which fees and costs shall be charged and assessed as court costs in favor of the prevailing party as determined by the court adjudicating the dispute. All parties agree that the Escrow Agent shall not be liable to any party or person whatsoever for misdelivery to Buyer or Seller of money subject to this escrow, unless the misdelivery shall be due to willful breach of this Agreement or gross negligence on the part of Escrow Agent. Seller and Buyer agree that the status of Buyer's counsel as Escrow Agent under this Agreement does not disqualify such law firm from representing Buyer in connection with this transaction in any disputes that may arise between Seller and Buyer concerning this transaction.

31. NO RECORDING

31.1 Neither this Agreement nor any evidence of the existence hereof shall be

recorded in any Public Records by any party hereto. Provided, however, in the event of an action for specific performance hereof, Buyer may place evidence hereof in the Public Records relating to such litigation.

32. MUTUAL COOPERATION

Each of the parties hereto agree to execute, acknowledge and deliver and cause to be done, executed and acknowledged and delivered all such further acts, assignments, transfers and assurances and give effect thereto. The parties hereto acknowledge that it is in their mutual benefit to have an orderly and efficient transfer of ownership as contemplated hereby. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

33. SELLER'S ACKNOWLEDGEMENT

The Seller hereby acknowledges that the Access Road and related improvements as described and contemplated by this agreement and the Road Access Easement Agreement attached hereto as Exhibit B will be constructed as required to provide the Buyer access to their Property. If the Seller is unable to provide the Access Road to FIND property within the timeframe required by Section 3.1(c) of the Road Access Easement Agreement, the Sellers shall refund to the Buyer the portion of the Purchase Price representing the pro-rata cost of the Access Road not completed based upon values specified in the FIND share calculations table attached as Exhibit F.

34. EFFECTIVE DATE

The Effective Date of this Agreement is the date (following Seller's execution of this Agreement and delivery of this Agreement by Seller to Buyer) when the Buyer's Board of Commissioners approves this Agreement and Buyer's Chair executes this Agreement. A facsimile copy of the fully executed agreement shall be sent to Seller.

35. (Intentionally Omitted).

36. WAIVER OF JURY TRIAL

SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT,

COURSE OF DEALING, STATEMENTS (WHETHER VERBAL
OR WRITTEN) OR ACTIONS OF EITHER PARTY.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective
dates set forth below.

BUYER:

FLORIDA INLAND NAVIGATION DISTRICT

By: 

Name: DAVID K. ROACH

Title: Executive Director

Dated: This 18th day of November, 2008.

ROAD ACCESS EASEMENT AGREEMENT

THIS ROAD ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into this 21st day of November, 2008, by and between **FLORIDA INLAND NAVIGATION DISTRICT**, a special taxing district organized under the laws of the State of Florida ("FIND") and The Owners of Crane Island, Lynwood G. Willis, Partner, Jane T. Willis, Robert H. Still, Jr., as Co-Trustee of the Lynwood G. Willis and Jane T. Willis Trust, U/D/O December 31, 1992, Michael D. Abney, Co-Trustee of the Lynwood G. Willis and Jane T. Willis Trust, U/D/O December 31, 1992, Christopher Anderson, Piedmont Square, LLC, A Virginia Limited Liability Corporation, David Agnew, Crane Island Investments, LLC, A South Carolina Limited Liability Corporation, and Vincent G. Graham, (hereinafter referred to collectively as "**Grantor**").

RECITALS

A. Grantor is the owner of that certain real property located on Crane Island and on Amelia Island in Nassau County, Florida, being more particularly described on Exhibit "A" attached hereto and incorporated herein ("Grantor's Parcel").

B. FIND is the owner of that certain real property located on Crane Island in Nassau County (the "County"), Florida, situated immediately adjacent to and to the north and west of Grantor's Parcel, being more particularly described on Exhibit "B" attached hereto and incorporated herein ("FIND Parcel").

C. FIND is an agency established by the State of Florida for the purpose of assisting the U.S. Army Corps of Engineers ("USACE") with the maintenance of the Intracoastal Waterway ("ICW"). FIND is responsible for acquiring, developing and managing Dredge Material Management Areas ("DMMA") that are used for the storage and management of dredge materials removed from the channel of the ICW by the USACE. FIND has designed and is in the process of obtaining permits for the construction and operation of a DMMA on the FIND Parcel to be known as the FIND DMMA, NA-1, Crane Island.

D. Grantor is in the process of obtaining land use entitlements on the Grantor's Parcel (the "Crane Island Entitlements").

E. In connection with the approval of the Crane Island entitlements, the Grantor has obtained various approvals and is obtaining further approvals to construct the Crane Island Access Road, which is depicted on Exhibit "C" attached hereto and incorporated herein (the "Access Road"). As depicted on Exhibit "C," the overall access route is divided into two (2) sections for which the Grantor has varying levels of responsibility: Section 1 extends from the approved Access Road north to the FIND site and will include a parking lot driveway; and Section 2 is the portion of the Access Road within Grantor's property which will be a private road to be constructed and maintained by the Grantor, or its successor in title.

F. FIND desires to obtain an access easement from Grantor over the portion of the Access Road as well as the Driveway situated on the Grantor's Parcel (the "Easement Area"), more

particularly depicted on Exhibit "C" as sections 1, and 2 and in the Legal Description at Exhibit D, and the Grantor desires to grant an access easement to FIND over the Easement Area.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants the following easement, subject to the terms, covenants and conditions set forth below:

ARTICLE I

RECITALS

1.1 Recitals. The foregoing Recitals are true and correct and are incorporated herein by reference.

ARTICLE II

GRANT OF EASEMENT

2.1 Grant of Easement. Subject to the terms and conditions herein, Grantor hereby grants to FIND, as an appurtenance to the FIND Parcel, a perpetual, non-exclusive easement and right-of-way on, over and across the Easement Area. This grant of easement is for use of the surface of the Easement Area for access, ingress and egress to the FIND parcel only, and does not allow FIND to use the subsurface or to construct any vertical improvements within the Easement Area.

2.2 Reservation of Rights by Grantor. The Easement Area is a private road for benefit of the Grantor's Parcel and Grantor shall have the continuing right to use the Easement Area for such purposes or for other uses that are not incompatible with the easement granted hereby, and such rights to use the Easement Area are expressly reserved by the Grantor. The Grantor reserves the right to any subsurface use or other surface use that does not unreasonably interfere with FIND's use of the Easement Area. The Grantor also reserves the right to regulate the use of the Easement Area by constructing such traffic regulation devices or improvements as it deems appropriate, that shall not interfere with FIND's use of the easement.

2.3 Grantor's Right to Relocate. The easement created hereby may be relocated from time to time by the owner of the Grantor Parcel, provided that as relocated the easement provides access for the FIND Parcel to and from a public right-of way sufficient for the purposes such easement is intended to serve, taking into consideration the layout of any improvements to Grantor's Parcel as the same may now or hereafter exist. The owner of the Grantor Parcel shall cover all costs for such relocation.

2.4 FIND's Obligation to Comply with all Laws and Regulations. FIND shall, to the extent required by law, comply with all governmental or quasi-governmental laws, ordinances, rules, regulations of every kind pertaining to the Easement Area, or to the use thereof, including without limitation, any such law, ordinance, rule or regulation regarding or relating to environmental protection, pollution, sanitation or safety. FIND shall not commit or suffer any waste of the Easement Area and will not use or permit any use of the Easement Area to be used for any illegal purposes or in any way as to violate or breach any law, rule, regulation or ordinance to which the Easement Area are subject.

2.5 Grant of Temporary Lease by FIND to Grantor for storage of Boat Basin Fill Dirt. During construction of the Crane Island Boat Basin, and subject to FIND's standard lease provisions for such use as shown in Temporary Lease attached as Exhibit E, the Owners of Crane Island shall be permitted to store material excavated from the Boat Basin on the FIND site. FIND agrees to provide access to the DMMA for the Owners or a Property Owner's Association ("Association") which may be created to deposit said material therein. The owners or successor shall provide FIND at least one month's notice of the need to access the DMMA for such deposition of material and deposit the material where and in such manner as directed by FIND. If material is so stored, FIND shall provide the owners or the Association with at least one month's notice on need to remove any material so deposited.

2.6 Grant of Temporary Lease by FIND to Owners of the Grantor's Parcel to Deposit Boat Basin Maintenance Dredge Material in DMMA. After completion of their boat basin, and subject to FIND's standard lease as periodically updated for such use, the Owners will have to undertake periodic maintenance dredging of the Basin as well as the access channel. FIND agrees to provide access to the DMMA for the Owners or Association to deposit said material therein. Owners or Association shall provide FIND at least one month's notice of the need to access the DMMA for such deposition of material and deposit the material where and in such manner as directed by FIND. It is noted that the DMMA is a recycling facility and owners' or Association's material will be required to be removed as directed in the Temporary Lease. Grantor or successors shall follow the same inspection procedures as identified in Section 3.1(e)(ii) for their material hauling projects.

2.7 Parking. FIND shall not be permitted to park vehicles on the Easement Area.

ARTICLE III

CONSTRUCTION AND MAINTENNANCE OF ACCESS ROAD

3.1 Construction of Improvements.

(a) Permits. Grantor shall continue to pursue and complete the permitting and approvals for the construction of the Access Road (the "Access Road Permits").

(b) Construction of Improvements. Having received a key Access Road Permit from Nassau County, Grantor shall use its best efforts to cause the commencement of the construction of the Access Road on or before August 26, 2008 (the "Commencement Date") and shall use its best efforts to cause the Access Road to be completed eighteen (18) months after the commencement of construction (the "Completion Date").

(c) Failure to Complete Improvements. In the event that Grantor has not substantially completed the Access Road by the Completion Date or by the time that FIND requires access to its site, the parties shall work together, along with the County and the City, to establish a temporary access route from the FIND Parcel across Grantor's Parcel to a public right-of-way. The temporary access route must be approved by Grantor, the County and/or the City as appropriate or required.

(d) Early Access by FIND for Pre-construction Activities. It is understood that FIND may need to gain access to the DMMA site prior to receipt of permits required to

cross an on-site wetland that lies between the Easement Area and FIND's site. In the event that this need arises, Grantor will work with FIND to provide an alternative temporary access route for the limited equipment required to perform the pre-construction activities including site clearing, soils testing and installation of monitoring wells.

(e) Maintenance.

(i) FIND Property Line to Paved Easement Area (Section 1). A portion of the Easement Area will include a Driveway running from a point on the southerly boundary of the FIND Parcel through the parking lot of a public park (the "Driveway") located on the Grantor's Parcel. The general location of the Driveway is depicted on Exhibit "C" as Section 1. FIND shall be responsible for constructing the Driveway and connecting it to the driving lane of the parking lot. The exact location of the Driveway will be determined by the Grantor during design of the public access park. In the event that the Grantor constructs the Driveway prior to FIND's need, FIND shall use the same materials to construct the balance of the Driveway to FIND's property line that is to be used to construct the parking lot (shell-sand mix or other non-paved surface), and the Driveway shall be of minimum width and have a curved alignment so as to minimize views of the dike. In the event that FIND needs the Driveway prior to construction, FIND shall construct the entire Driveway, not including the parking spaces, to Grantor's specifications. The Grantors and their successors shall be responsible for on-going maintenance of the driveway from the Access Road to the FIND property line, except in accordance with FIND's repair responsibilities associated with a major haul event as defined in (ii) as follows.

(ii) Paved Easement Area to Public Right-of-Way (Section 2). It is anticipated that owners of the Grantor's Parcel will transfer title to the Easement Area to the Association. Until the Easement Area is deeded to the Association, owners of the Grantor's Parcel shall maintain, or cause to be maintained in good order and in a sightly and safe condition, the Easement Area. Upon the transfer of title to the Association, the Association shall assume all of the owners of the Grantor's Parcel's rights and obligations under this easement as to the Easement Area. In the event of any damage to the Easement Area, including but not limited to, the parking lot, the paved roadway, curbing, landscaping, signage, lighting fixtures, airport security fencing, gates, or other property within or adjoining the Easement Area, arising out of the use of the Easement Area by FIND, FIND shall promptly repair such damage to the reasonable satisfaction of the Grantor. Prior to the time FIND or any other third party commences relocating more than 2,000 cubic yards of the dredged materials from the FIND Parcel across the Easement Area in a single event, FIND shall engage an independent professional engineer to make a written assessment of the condition of the roadway, bridges and all ancillary elements of the Easement Area. Two or more events of less than 2,000 cubic yards within a 90-day calendar period shall constitute a single event of more than 2,000 cubic yards. FIND shall review the scope of the engineer's work prior to the assessment with the Association. As part of the assessment, the engineer shall be requested to advise on any protective measures (temporary bridge surface overlay, spacing of trucks, speed of trucks, etc...) that should be implemented to abate any potential damage to the

Easement Area that could be caused by the increased weight and usage on the Easement Area. If such measures are recommended, FIND shall implement them prior to allowing any of the dredged materials to be removed from FIND's Parcel. Upon completion of any excavation hauling, FIND shall engage the independent professional engineer to make a written assessment of specific damages caused to the park driveway, roadway, bridge and all ancillary elements of the Easement Area. FIND shall be responsible, at its sole cost and expense, for repairing the damages identified in the engineering report.

ARTICLE IV

CONDITIONS OF USE OF ACCESS ROAD EASEMENT

4.1 Buffer. FIND shall maintain a one hundred (100) foot wide buffer of undisturbed vegetation between the FIND Parcel and the boundary of the Grantor's Parcel. Groundwater monitoring wells and accessways from the perimeter road surrounding the DMMA as required by FIND's permits shall be allowed.

4.2 Security Fence. FIND shall install and maintain chain link security fencing along the boundary line between the FIND Parcel and the Grantor's Parcel. In no event shall any trees located partially on the Grantor's Parcel be removed by FIND to construct the fence. FIND shall meander the fence to the north side of any tree that is located on both properties. The fence shall be at least six (6) feet in height and shall be painted or vinyl clad in a dark brown or black color. FIND shall cause all gates in the fence to be secured at all times.

4.3 Haul Road Over Dike. The haul road over the dike shall be designed at the minimum grade possible and shall be located between the Driveway through the public park and the ICW.

4.4 FIND Road Through Buffer. The Driveway shall be constructed at the minimum width possible and be curved to minimize views of the dike from the public park.

4.5 Contaminant and Salt Water Intrusion. It is anticipated that the stormwater facilities for the future development on the Grantor Parcel will be the primary source of irrigation water for the owners of the Grantor's Parcel. Since there is a potential for the dredging activity associated with FIND's DMMA to introduce contaminants and salt water into the groundwater lens of Crane Island, prior to FIND's construction and prior to the owners of the Grantor's Parcel's design of the irrigation system, FIND shall hire an independent professional consultant to monitor the groundwater system of Crane Island and model the probable extent of contaminant and saltwater migration into the groundwater. In addition, FIND will conduct monitoring of groundwater, and of any stormwater ponds that the owners of the Grantor's Parcel may have built, during dredging activities. This monitoring program will consist of a pre-dredging assessment, operational monitoring and a post-dredging monitoring. The pre-dredging assessment will characterize the surficial groundwater table at the common property line and in the stormwater pond(s) for chloride, EPA Priority Pollutant list including volatile and semi-volatile organics, PCB's and organochlorine pesticides, polynuclear aromatic hydrocarbons, 13 Priority Pollutant metals, cyanide, total phenols,

total organic carbon, total Kjeldahl nitrogen and carbonate. The operational monitoring will include weekly sampling of the surficial groundwater for chloride levels during use of the disposal area through completion of dewatering and decanting activities. The post-dredging assessment will include the same parameters as the pre-dredging assessment. If any of these studies indicate that the contaminant and/or chloride content of the groundwater and/or retention ponds on Grantor's Parcel will exceed State criteria or tolerable limits for safe use as irrigation water, FIND shall design an appropriate abatement process to remediate and safeguard against such impacts.

4.6 Pipelines. No dredge pipelines shall be constructed on or within 100 feet of the Grantor Parcel.

4.7 Management During Haul Operations. During any excavation hauling, FIND shall take all due efforts to prevent any haul material from being deposited on the Easement Area and within the stormwater system associated with the Easement Area. If haul materials are deposited on the Easement Area, FIND shall immediately cause the Easement Area to be cleaned. FIND shall monitor all components of the stormwater system and immediately remove any soil materials that enter the system.

4.8 Operations of Dredged Material Management Facility (DMMA).

(a) Time of Access. Except in emergency situations vehicles, trailers and equipment that weigh more than 10,000 gross pounds shall only be permitted to use the Easement Area during the hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday. All other vehicles, trailers and equipment shall be permitted to use the Easement Area twenty-four (24) hours a day, seven (7) days a week.

(b) Noise Abatement. During all hauling operations, FIND shall make reasonable efforts to reduce the noise caused by the hauling operations, including but not limited to loading equipment and trucks.

(c) Dust. During all construction and hauling operations, FIND shall make reasonable efforts to reduce the dust caused by all aspects of the hauling operations.

(d) Material Hauling. Prior to commencement of the any hauling event of the facility, FIND shall notify the Association of the hauling activity and coordinate the hauling activity with all activities associated with operations of the community. FIND shall notify the County Engineer of Nassau County prior to the commencement of any large scale hauling so that the County has the opportunity to monitor the impact of the hauling on Bailey Road.

ARTICLE V

COMPENSATION

5.1 Grantor Compensation. Upon the execution of this Agreement, FIND shall pay Grantor the sum of \$10.00 and other due consideration as the agreed upon compensation for the easement granted herein.

5.2 Property Owners Association Compensation for Normal Roadway Maintenance Program. In addition to the direct repair or payment for repair of any damages to the easement area as defined in 3.1(d)(ii) above and in order to compensate the Association for its use of the Easement Area, FIND shall pay the Association an annual amount which shall be \$2,000.00 for the first year. This amount will be increased by the annual increase in the Consumer Price Index for subsequent annual payments. Said annual amount shall be due on January 1 of each year following completion of the construction of the easement area. Twenty-five percent (25%) of this compensation may be used by the Association for annual maintenance of the Easement Area, and at least seventy-five percent (75%) shall be held in the Association's reserve account for periodic renovations of the Easement Area. Based upon FIND's payment into the reserve account, FIND shall not be liable for participation in any Capital Reserve Assessments or Special Assessments by the Association for improvements to Easement Area.

(a) Use of Funds. The Association shall expend FIND's contributions only for the annual maintenance (including but not limited to bridge inspections, landscape maintenance, street lighting, ordinary road and bridge maintenance), and periodic renovations (including but not limited to bridge wear surface replacement, overlay of paved areas, and replacement of other worn out facilities) of the Easement Area. The Association shall establish maintenance of the Easement Area as a separate line item in the Association's accounts. The Association shall provide FIND copies of all financial reports associated with the maintenance of the Easement Area.

(b) Communications. The Association shall notify FIND of all meetings of the Association, including Board of Directors meetings, and include FIND in all communications to its members. FIND shall provide periodic activity reports to the Association including at least 60-day notice of any hauling or extraordinary activity at the DMMA that will result in trips by large vehicles or noise. FIND shall have the right to attend all Association meetings as a guest ~~non-voting member~~ and shall be able to address a meeting upon request.

(c) Content of Association Documents. The incorporator or initial board of directors shall provide appropriate language in the documents creating the Association to appropriately bind the Association of the above conditions of this Easement. Said language will be reviewed and approved by FIND and shall not be amended without the consent of FIND.

ARTICLE VI

DEFAULT; REMEDIES

6.1 In the event of a breach or threatened breach by any party or its permittees of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

6.2 In addition to all other remedies available at law or in equity, upon the failure of a defaulting party (the "Defaulting Party") to cure a breach of this Agreement within thirty (30) days following written notice thereof by a party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Defaulting Party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the non-defaulting party (the "Non-Defaulting Party") shall have the right to perform such obligation contained in this Agreement on behalf of the Defaulting Party and be reimbursed by the Defaulting Party upon demand for the reasonable costs thereof together with interest at the prime rate plus two percent (2%) (not to exceed the maximum rate of interest allowed by law. Notwithstanding the foregoing, in the event of (i) an emergency or (ii) material impairment of the easement rights, a party may immediately cure the same and be reimbursed by the other party upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

6.3 The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

6.4 Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement.

ARTICLE VII

MISCELLANEOUS

7.1 Headings. The titles and headings of the various sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement.

7.2 Validity. If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.3 Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, each party shall be responsible to bear the costs of its own attorneys and any associated costs of such litigation.

7.4 Time. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

7.5 Gender; Plural; Singular; Terms. A reference in this Agreement to any gender, masculine, feminine or neuter, shall be deemed a reference to the other, and the singular shall be deemed to include the plural and vice versa, unless the context otherwise requires. The terms "herein," "hereof," "hereunder," and other words of a similar nature mean and refer to this Agreement as a whole and not merely to the specified section or clause in which the respective word appears unless expressly so stated.

7.6 Exhibits. All exhibits attached hereto are incorporated herein by reference to the same extent as though such exhibits were included in the body of this Agreement verbatim.

7.7 Counterparts, Further Instruments, etc. This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. FIND and Grantor shall execute any and all documents and perform any and all acts reasonably necessary to fully implement this Agreement.

7.8 Entire Agreement. This Agreement, together with the exhibits attached hereto, supersedes all prior agreements between the parties, if any, and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified, amended or otherwise changed in any manner except by a writing executed by Grantor and FIND.

7.9 Running of Benefits and Burdens. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto.

7.10 Dedication. Notwithstanding anything to the contrary in this Agreement, the owners of the Grantor's Parcel may dedicate, as a public road, all or any portion of the Easement Area to the County.

7.11 Termination of Covenant Liability. Whenever a transfer of ownership of the Grantor's Parcel takes place, liability of the transferor for any breach of any covenant hereunder first occurring after such transfer of ownership automatically terminates.

7.12 Indemnification. To the extent, if any, permitted by Section 768.28, Florida Statutes, FIND does hereby agree to indemnify and hold Grantor harmless from and against the aggregate of any and all losses, claims, suits, damages (including consequential damages), judgments, expenses, fines, penalties, costs, deficiencies and liabilities (including, without limitation, reasonable attorneys' fees and expenses) incurred or suffered by Grantor which directly or indirectly arise out of or result from FIND's use of the Access Road.

7.13 Insurance. FIND shall require any contractor or subcontractor engaged by FIND to construct the Driveway or any portion thereof, or which is constructing or utilizing the DMMA- to maintain general liability insurance in an amount of at least \$1,000,000.00.

7.14 Notice. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as alternative to personal service) by registered or certified mail, overnight courier service or facsimile transmission (followed promptly by personal mailing or mailing of hard copy). Any notice permitted or required hereunder shall be deemed to have been given and received (a) three (3) business days after it is deposited in the United States Mail, certified mail, return receipt requested, properly addressed and with postage prepaid, or (b) one (1) business day after it is delivered to a nationally recognized overnight courier service such as Federal Express, marked for next day delivery, properly addressed and with delivery charges prepaid, or (c) on the same day if transmitted by facsimile. Such notices shall be given to the parties at the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith.

Grantor: Mr. Vince Graham
 Owners of Crane Island
 159 Civitas Street
 Mt. Pleasant, SC 29464
 843.883.5001

Lynwood Willis
 c/o David Boon
 437 E. Monroe Street
 Jacksonville, FL 32202
 904-358-3898

with a copy to: Mr. Jack Healan, President
 Amelia Island Company, Inc.
 PO Box 3000
 Amelia Island, FL 32035-3000
 904-277-5101

Arthur I. Jacobs, Esq.
 Jacobs, Scholz & Associates
 961687 Gateway Blvd., Suite 201-I
 Fernandina Beach, FL 32034
 904-261-2396

FIND: David Roach, Executive Director
 Florida Inland Navigation District
 1314 Marcinski Road
 Jupiter, Fl. 33477

with a copy to: Peter Breton
 Moyle, Flanigan, Katz, Raymond, White & Krasker
 625 North Flager Drive - 9th Floor
 West Palm Beach, FL 33401

7.15 Title. Grantor makes no warranty whatsoever as to title in and to the Easement Area, and grants only so much right, title or claim of interest in and to the easement premises as Grantor may in fact hold as of the date of this easement grant. This grant is subject to any easements, restrictions, covenants and/or reservations of record, or such paramount rights as may be apparent from an inspection or survey of the easement premises.

7.16 Limitations on Third Party Beneficiaries. Except as expressly provided herein, this easement is granted only for the benefit of the FIND Parcel and is not intended for the use or benefit of any other real property, nor is it for the use or benefit of any person or entity other than those set forth herein, their successors and assigns.

7.17 Grantors and their successors shall provide a written disclosure statement to all purchasers of lots and units on Grantors property of the presence of this easement and the proposed, current and future use of the easement by FIND.

[rest of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes herein expressed on the day and year written below.

Signed, sealed and delivered
In the presence of:

Emma Manning
Print name: Emma Manning

Pam Martin
Print name: Pam Martin

GRANTOR

Vincent G. Graham
VINCENT G. GRAHAM

STATE OF SC
COUNTY OF Berkely

The foregoing instrument was acknowledged before me this 20th day of Nov., 2008,
By VINCENT G. GRAHAM, who is personally known to me or has
produced _____ as identification.

Pamela N. Martin
Print Name: Pamela N Martin
Notary Public, State of South Carolina
Commission Number: N/A
My Commission expires: 8/28/18

Signed, sealed and delivered
In the presence of:

GRANTOR

[Signature]
Print name: Daniel M. [Signature]

[Signature]
LYNWOOD G. WILLIS

[Signature]
Print name: Lynwood G. Willis

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20 day of NOV., 2008,
By LYNWOOD G. WILLIS, who is personally known to me
or has produced _____ as identification.

[Signature]
Print Name: PATRICIA D. FAULK
Notary Public, State of _____
Commission Number: _____
My Commission expires March 10, 2010



[Signature]
[Signature]

[Signature] [Signature]

Signed, sealed and delivered
In the presence of:

[Signature]
Print name: David M. Brown

GRANTOR

Jane T. Willis
JANE T. WILLIS

[Signature]
Print name: Linda S. Willis

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 21 day of Nov, 2008,
By JANE T. WILLIS, who is personally known to me
or "has produced _____ as identification.

[Signature]
Print Name: PATRICIA D. FAULK
Notary Public, State of FLORIDA
Commission Number: _____
My Commission Expires: _____

[Signature]

P/K A

Signed, sealed and delivered
In the presence of:

GRANTOR

[Signature]
Print name: David M. Bove

[Signature]
Print name: Jane S. Willis

[Signature]
ROBERT H. STILL, JR.

AS-CO-TRUSTEES OF THE LYNWOOD
G. WILLIS AND JANE T. WILLIS TRUST
U/D/O DECEMBER 31, 1992

[Signature]
Print name: David M. Bove

[Signature]
MICHAEL D. ABNEY

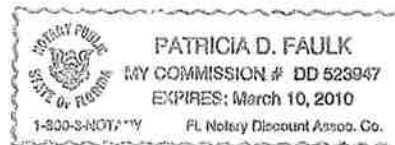
[Signature]
Print Name: Jane S. Willis

AS-CO-TRUSTEES OF THE LYNWOOD G. WILLIS AND
JANE T. WILLIS TRUST U/D/O
DECEMBER 31, 1992

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 20 day of NOV, 2008,
By ROBERT H. STILL, JR. and MICHAEL D. ABNEY, AS CO-TRUSTEES OF THE
LYNWOOD G. WILLIS AND JANET T. WILLIS TRUST U/D/O DECEMBER 31,
1992, who is personally known to me or has produced _____ as
identification.

[Signature]
Print Name: PATRICIA D. FAULK
Notary Public, State of FL
Commission Number: _____
My Commission expires: _____



[Handwritten initials]
[Handwritten signature]

[Handwritten initials]

Signed, sealed and delivered
In the presence of:

Emma Manning
Print name: Emma Manning

Pam Martin
Print name: Pam Martin

GRANTOR

Christopher Anderson
CHRISTOPHER ANDERSON
PIEDMONT SQUARE, LLC
A VIRGINIA LIMITED LIABILITY
CORPORATION

STATE OF SC
COUNTY OF Berkeley

The foregoing instrument was acknowledged before me this 20th day of NOV, 2008,
By CHRISTOPHER ANDERSON, PIEDMONT SQUARE, LLC, A VIRGINIA
LIMITED LIABILITY CORPORATION ~~who is personally known to me~~ or has produced
_____ as identification.

Pamela N. Martin
Print Name: Pamela N. Martin
Notary Public, State of South Carolina
Commission Number: N/A
My Commission expires: 8/28/2018

Signed, sealed and delivered
In the presence of:

Emma Manning
Print name: Emma Manning

Pam Martin
Print name: Pam Martin

GRANTOR

David Agnew
DAVID AGNEW
CRANE ISLAND INVESTMENTS,
LLC, A SOUTH CAROLINA
LIMITED LIABILITY CORPORATION

STATE OF SC
COUNTY OF Berkely

The foregoing instrument was acknowledged before me this 20th day of Nov, 2008,
By DAVID AGNEW, CRANE ISLAND INVESTMENTS, LLC, A SOUTH
CAROLINA LIMITED LIABILITY CORPORATION who is personally known to me or
has produced _____ as identification.

Pamela N. Martin
Print Name: Pamela N. Martin
Notary Public, State of South Carolina
Commission Number: N/A
My Commission expires: 8/28/2018

GRANTEE

Signed, sealed and delivered
In the presence of:

[Signature]
Name: Lori S. Schick

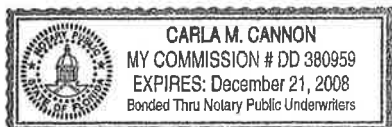
FLORIDA INLAND NAVIGATION
DISTRICT

By: [Signature]
Name: DAVID K. ROACH
Its: Executive Director

[Signature]
Name: Bonnie Woolard

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 21st day of November, 2008, by David Roach, the Executive Director of FINN, a Florida _____, on behalf of the company. He is personally known to me or has produced _____ as identification.



Notary Public, State of Florida
Name: Carla M. Cannon
My Commission Expires: December 21, 2008
My Commission Number is: 380959

EXHIBIT "A"

Legal Description of Grantor's Parcel

A PORTION OF SECTION 19, "CRANEY ISLAND," AND A PORTION OF SECTIONS 6 AND 49, ALL IN TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGN. AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE NORTH 89°48'01" WEST, ALONG THE NORTH LINE OF SAID SECTION 49, A DISTANCE OF 186.43 FEET, TO THE EASTERLY BOUNDARY OF SAID SECTION 19, "CRANEY ISLAND," AND A POINT HERENAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'01" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 1143.72 FEET TO ITS INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 6, AS SURVEYED BY WASHINGTON AND WILLIS, DATED 1831; THENCE SOUTHWESTERLY AND SOUTHEASTERLY, ALONG SAID ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 6, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 23°19'40" WEST, 1248.33 FEET; COURSE NO. 2: SOUTH 00°10'48" WEST, 327.88 FEET; COURSE NO. 3: SOUTH 09°53'05" EAST, 1782.00 FEET; COURSE NO. 4: SOUTH 35°10'48" WEST, 330.00 FEET; COURSE NO. 5: SOUTH 28°48'12" EAST, 198.00 FEET; COURSE NO. 6: SOUTH 00°49'12" EAST, 482.00 FEET, TO THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 11, AS SURVEYED BY WASHINGTON AND WILLIS, DATED 1831; THENCE SOUTHEASTERLY, ALONG SAID ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 11, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 08°49'12" EAST, 660.00 FEET; COURSE NO. 2: SOUTH 20°40'12" EAST, 284.00 FEET; COURSE NO. 3: SOUTH 04°48'12" EAST, 259.83 FEET, TO THE SOUTH LINE OF GOVERNMENT LOT 8, SAID SECTION 6; THENCE SOUTH 00°00'00" WEST, ALONG LAST SAID LINE, AND ALONG THE SOUTH LINE OF GOVERNMENT LOT 6, SAID SECTION 49, A DISTANCE OF 2088.24 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 08°49'00" WEST, ALONG LAST SAID LINE, 2749.62 FEET, TO THE MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. T2N-35); THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 05°01'54" EAST, 66.33 FEET; COURSE NO. 2: NORTH 13°25'31" WEST, 118.34 FEET, TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 08°49'00" WEST, ALONG LAST SAID LINE, 479.72 FEET TO SAID MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. T2N-35); THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 41°34'22" EAST, 106.80 FEET; COURSE NO. 2: NORTH 39°39'37" WEST, 148.00 FEET, TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 06°49'00" WEST, ALONG LAST SAID LINE, 367.48 FEET, TO SAID MEAN HIGH WATER LINE (AS ESTABLISHED BY CLARY & ASSOCIATES, IN ACCORDANCE WITH CHAPTER 177, PART II, FLORIDA STATUTES, CHAPTER 18-5, F.A.C. AND CHAPTER 21HH-6, F.A.C., AS SHOWN ON CLARY & ASSOCIATES MAP, FILE NO. T2N-35); THENCE NORTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 02°17'02" EAST, 35.21 FEET; COURSE NO. 2: NORTH 58°55'35" EAST, 30.64 FEET, TO THE WESTERLY PROLONGATION OF THE SOUTHERLY BOUNDARY OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 0539, PAGE 1099, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 83°34'36" EAST, ALONG LAST SAID LINE, AND ALONG SAID SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS 0539, PAGE 1099, A DISTANCE OF 1700 FEET, MORE OR LESS, TO THE APPROXIMATE MEAN HIGH WATER LINE AS FIELD LOCATED JANUARY 15, 1987 AND AS SHOWN ON MAP OF SPECIFIC PURPOSE SURVEY BY SUNSHINE STATE SURVEYORS, INC. FILE NUMBER 87E-2216, MAP DATE FEBRUARY 20, 1987; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY, ALONG SAID APPROXIMATE MEAN HIGH WATER LINE AS FIELD LOCATED JANUARY 15, 1987 AND AS SHOWN ON MAP OF SPECIFIC PURPOSE SURVEY BY SUNSHINE STATE SURVEYORS, INC. FILE NUMBER 87E-2216, MAP DATE FEBRUARY 20, 1987, A DISTANCE OF 2000 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE AFORESAID EASTERLY BOUNDARY OF SECTION 19, "CRANEY ISLAND," SAID LINE BEARING SOUTH 18°12'09" EAST FROM REFERENCE POINT "A"; THENCE NORTH 18°12'09" WEST, ALONG LAST SAID LINE, 175 FEET, MORE OR LESS, TO REFERENCE POINT "A", AND TO CLOSE.

CONTAINING 207.44 ACRES, MORE OR LESS

Plus

EXHIBIT "A" CONTINUED

Legal Description of Grantor's Parcel

A PORTION OF GOVERNMENT LOTS 2 AND 3, SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 8; THENCE NORTHWESTERLY, ALONG THE NORTHERLY LINE OF SAID SECTION 6, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES; COURSE NO. 1: NORTH 89°41'48" WEST, 2353.12 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE NORTH 89°41'48" WEST, 1161.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 53.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°40'09" WEST, 53.33 FEET; THENCE SOUTH 87°37'42" WEST, 160.30 FEET; THENCE SOUTH 79°19'19" WEST, 24.40 FEET; THENCE SOUTH 50°37'01" EAST, 17.23 FEET; THENCE NORTH 87°37'42" EAST, 104.39 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 151.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°58'34" WEST, 149.94 FEET; THENCE NORTH 09°42'38" WEST, 87.84 FEET; THENCE SOUTH 79°19'19" WEST, 20.00 FEET; THENCE SOUTH 09°42'38" EAST, 104.14 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 170.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°28'24" WEST, 169.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°36'12" WEST, 204.17 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 152.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°16'01" WEST, 151.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°55'50" WEST, 53.35 FEET; THENCE NORTH 54°04'10" WEST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 80.00 FEET; THENCE SOUTH 54°04'10" EAST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 449.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 23.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°49'14" WEST, 23.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°42'38" WEST, 87.88 FEET; THENCE NORTH 56°53'41" WEST, 117.11 FEET; THENCE SOUTH 33°06'19" WEST, 20.00 FEET; THENCE SOUTH 56°53'41" EAST, 112.79 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 237.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°28'31" WEST, 223.60 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 87.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°35'48" EAST, 86.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°22'10" WEST, 155.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 144.00 FEET, AN ARC DISTANCE OF 215.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°15'27" WEST, 198.00 FEET, TO AN INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 5, AS SURVEYED BY WASHINGTON AND WALLS, DATED 1831; THENCE SOUTH 08°46'52" EAST, ALONG LAST SAID LINE, 81.88 FEET, TO THE ARC OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 204.00 FEET, AN ARC DISTANCE OF 287.38 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51°43'26" EAST, 284.19 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°22'10" EAST, 155.95 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 125.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°35'48" WEST, 123.38 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 171.71 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°34'28" EAST, 161.15 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°42'38" EAST, 100.77 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 34.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°49'14" EAST, 34.10 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°55'50" EAST, 449.05 FEET; THENCE SOUTH 54°04'10" EAST, 20.00 FEET; THENCE NORTH 35°55'50" EAST, 80.00 FEET; THENCE NORTH 54°04'10" WEST, 20.00 FEET; THENCE NORTH 35°55'50" EAST, 33.35 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 385.00 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°27'12" EAST, 383.20 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°41'48" EAST, 1106.80 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 86.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°18'12" EAST, 77.78 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°18'12" EAST, 5.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 4.88 ACRES, MORE OR LESS.

EXHIBIT "B"

Legal Description of FIND Parcel

A portion of Section 19, together with portions of Sections 49 and 6, all in Township 2 North, Range 28 East, Nassau County, Florida, being a portion of lands described and recorded in Official Records Book 138, pages 277-278, Official Records Book 421, page 11 and Official Records Book 411, page 594, all of the public records of Nassau County, Florida, being more particularly described as follows:

Commence at a U.S. Army Corp. of Engineers Disk INN-9 (1978), on the West bank of the Intracoastal Waterway; thence North 15°14'42" East, 1431.10 feet; thence North 14°36'36" East, 692.80 feet, to an intersection with the approximate high water line as field located January 15, 1987 and as shown on map of specific purpose Survey by Sunshine State Surveyors, Inc., File Number 87E-2218, and the point of beginning; thence Northerly, Northeasterly, Easterly, Southeasterly, Southerly and Southwesterly along said approximate high water line to the intersection with a line which bears North 83°41'24" East, 1421.52 feet from the aforesaid point of beginning; thence South 83°41'24" West, 1421.52 feet to the point of beginning.

EXHIBIT "C"

Sketch of Easement Area

Crane Island Access Road FIND Agreement Exhibit C

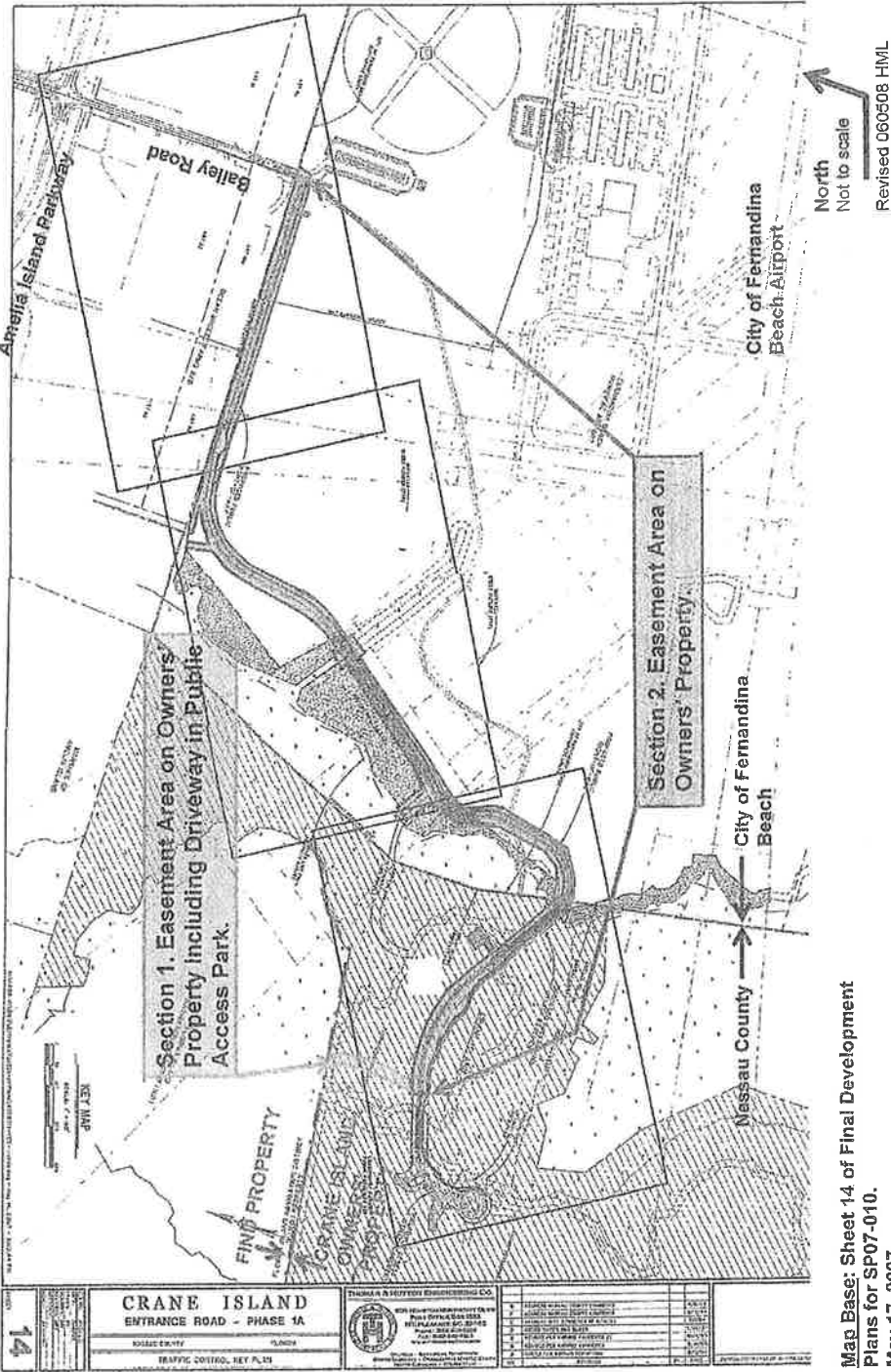


EXHIBIT "D"**Legal Description of Easement Area**

A PORTION OF GOVERNMENT LOTS 2 AND 3, SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6; THENCE NORTHWESTERLY, ALONG THE NORTHERLY LINE OF SAID SECTION 6, RUN THE FOLLOWING TWO (2) COURSES AND DISTANCES: COURSE NO. 1: NORTH 89°41'48" WEST, 2353.12 FEET, TO THE POINT OF BEGINNING; COURSE NO. 2: CONTINUE NORTH 89°41'48" WEST, 1181.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 53.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°40'09" WEST, 53.33 FEET; THENCE SOUTH 87°37'42" WEST, 160.39 FEET; THENCE SOUTH 79°19'19" WEST, 24.40 FEET; THENCE SOUTH 50°37'01" EAST, 17.23 FEET; THENCE NORTH 87°37'42" EAST, 104.39 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 151.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°55'34" WEST, 149.84 FEET; THENCE NORTH 08°42'34" WEST, 87.84 FEET; THENCE SOUTH 78°19'19" WEST, 20.00 FEET; THENCE SOUTH 08°42'36" EAST, 104.14 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 170.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°20'24" WEST, 169.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°38'12" WEST, 204.17 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 152.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°16'01" WEST, 151.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°55'50" WEST, 53.35 FEET; THENCE NORTH 54°04'10" WEST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 80.00 FEET; THENCE SOUTH 54°04'10" EAST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 449.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 23.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°49'14" WEST, 23.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°42'38" WEST, 87.88 FEET; THENCE NORTH 56°53'41" WEST, 117.11 FEET; THENCE SOUTH 33°06'18" WEST, 20.00 FEET; THENCE SOUTH 56°53'41" EAST, 112.78 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 237.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°20'31" WEST, 223.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 87.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°35'48" EAST, 86.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°22'10" WEST, 155.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 144.00 FEET, AN ARC DISTANCE OF 215.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°15'27" WEST, 168.00 FEET, TO AN INTERSECTION WITH THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 5, AS SURVEYED BY WASHINGTON AND WILKS, DATED 1831; THENCE SOUTH 08°40'52" EAST, ALONG EAST SAID LINE, 81.88 FEET, TO THE ARC OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 204.00 FEET, AN ARC DISTANCE OF 287.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51°43'26" EAST, 284.19 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 11°22'10" EAST, 155.85 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 125.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 08°35'48" WEST, 123.38 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 171.71 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 10°34'28" EAST, 161.15 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 45°42'36" EAST, 100.77 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 34.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 40°49'14" EAST, 34.10 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 35°55'50" EAST, 449.05 FEET; THENCE SOUTH 54°04'10" EAST, 20.00 FEET; THENCE NORTH 35°55'50" EAST, 80.00 FEET; THENCE NORTH 54°04'10" WEST, 20.00 FEET; THENCE NORTH 35°55'50" EAST, 53.35 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 380.00 FEET, AN ARC DISTANCE OF 181.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°16'01" EAST, 179.53 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 08°38'12" EAST, 204.17 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 385.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°27'12" EAST, 353.20 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°41'48" EAST, 1108.80 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 85.00 FEET, AN ARC DISTANCE OF 86.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°18'12" EAST, 77.78 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°18'12" EAST, 5.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 4.88 ACRES, MORE OR LESS.

Plus

EXHIBIT "D" CONTINUED**Legal Description of Easement Area**

A PORTION OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6; THENCE NORTH 89°41'48" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 3514.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 53.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°40'09" WEST, 53.33 FEET; THENCE SOUTH 87°37'42" WEST, 160.30 FEET; THENCE SOUTH 79°19'19" WEST, 24.40 FEET; THENCE SOUTH 50°37'01" EAST, 17.23 FEET; THENCE NORTH 87°37'42" EAST, 104.39 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 151.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°55'34" WEST, 149.94 FEET; THENCE NORTH 09°42'36" WEST, 87.84 FEET; THENCE SOUTH 79°19'19" WEST, 20.00 FEET; THENCE SOUTH 09°42'36" EAST, 104.14 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 170.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°28'24" WEST, 169.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 08°38'12" WEST, 204.17 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 152.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°18'01" WEST, 151.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°55'50" WEST, 53.35 FEET; THENCE NORTH 54°04'10" WEST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 80.00 FEET; THENCE SOUTH 54°04'10" EAST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 449.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 23.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°49'14" WEST, 23.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°42'38" WEST, 87.98 FEET; THENCE NORTH 58°53'41" WEST, 117.11 FEET; THENCE SOUTH 33°06'19" WEST, 20.00 FEET; THENCE SOUTH 58°53'41" EAST, 112.79 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 237.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°28'31" WEST, 223.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 87.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 08°35'48" EAST, 86.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°22'10" WEST, 155.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 144.00 FEET, AN ARC DISTANCE OF 215.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°15'27" WEST, 196.00 FEET TO THE ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 5, AS SURVEYED BY WASHINGTON AND WILLIS, DATED 1831, A POINT ON THE ARC OF SAID CURVE, AND THE POINT OF BEGINNING; THENCE WESTERLY, CONTINUING ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 144.00 FEET, AN ARC DISTANCE OF 75.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°44'17" WEST, 75.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 52°37'17" WEST, 176.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 17.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°24'19" WEST, 17.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°11'20" WEST, 168.08 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE WEST; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 526.00 FEET, AN ARC DISTANCE OF 310.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73°08'23" WEST, 306.12 FEET; THENCE SOUTH 00°01'25" EAST, 60.00 FEET TO THE ARC OF A CURVE TO THE EAST; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 468.00 FEET, AN ARC DISTANCE OF 275.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°08'23" EAST, 271.20 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 58°11'20" EAST, 168.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 220.00 FEET, AN ARC DISTANCE OF 13.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 54°24'19" EAST, 13.70 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 52°37'17" EAST, 176.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE EAST; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 204.00 FEET, AN ARC DISTANCE OF 125.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°16'17" EAST, 123.71 FEET TO THE AFORESAID ORIGINAL GOVERNMENT MEANDER LINE OF SECTION 5, AS SURVEYED BY WASHINGTON AND WILLIS, DATED 1831; THENCE NORTH 09°46'52" WEST, ALONG LAST SAID LINE, 61.88 FEET TO THE POINT OF BEGINNING,

CONTAINING 1.04 ACRES, MORE OR LESS.

Plus

EXHIBIT "D" CONTINUED**Legal Description of Easement Area**

A PORTION OF SECTIONS 8 AND 49, TOWNSHIP 2 NORTH, RANGE 26 EAST, HASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6; THENCE NORTH 89°41'48" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 6, A DISTANCE OF 3514.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 53.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°40'09" WEST, 53.33 FEET; THENCE SOUTH 87°37'42" WEST, 180.30 FEET; THENCE SOUTH 79°19'19" WEST, 24.40 FEET; THENCE SOUTH 50°37'01" EAST, 17.23 FEET; THENCE NORTH 87°37'42" EAST, 104.39 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 151.28 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 55°55'34" WEST, 149.84 FEET; THENCE NORTH 09°42'38" WEST, 87.84 FEET; THENCE SOUTH 79°19'19" WEST, 20.00 FEET; THENCE SOUTH 09°42'38" EAST, 104.14 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, AN ARC DISTANCE OF 170.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 23°28'24" WEST, 169.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 04°38'12" WEST, 204.17 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 182.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°16'01" WEST, 151.18 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 35°55'50" WEST, 53.35 FEET; THENCE NORTH 54°04'10" WEST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 80.00 FEET; THENCE SOUTH 54°04'10" EAST, 20.00 FEET; THENCE SOUTH 35°55'50" WEST, 449.05 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 23.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 40°49'14" WEST, 23.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°42'38" WEST, 87.98 FEET; THENCE NORTH 56°53'41" WEST, 117.11 FEET; THENCE SOUTH 33°08'19" WEST, 20.00 FEET; THENCE SOUTH 56°53'41" EAST, 112.79 FEET, TO THE ARC OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 237.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09°28'31" WEST, 223.90 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 140.00 FEET, AN ARC DISTANCE OF 87.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°35'48" EAST, 88.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 11°22'10" WEST, 155.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 144.00 FEET, AN ARC DISTANCE OF 291.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°22'27" WEST, 244.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 82°37'17" WEST, 178.38 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 280.00 FEET, AN ARC DISTANCE OF 17.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 94°24'19" WEST, 17.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°11'20" WEST, 166.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE WEST; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 828.00 FEET, AN ARC DISTANCE OF 280.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 71°27'43" WEST, 277.12 FEET TO THE ARC OF A CURVE TO THE NORTHWEST AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 85.64 FEET, AN ARC DISTANCE OF 136.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 38°46'49" WEST, 122.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 96.11 FEET, AN ARC DISTANCE OF 116.73 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 42°30'18" WEST, 109.69 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTHWEST; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 157.91 FEET, AN ARC DISTANCE OF 87.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°30'40" WEST, 86.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE NORTH; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 79.53 FEET, AN ARC DISTANCE OF 89.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°24'35" WEST, 88.98 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 1, AND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 539, PAGE 1089 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 83°40'50" WEST, ALONG LAST SAID LINE, 30.32 FEET TO THE ARC OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 109.53 FEET, AN ARC DISTANCE OF 90.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°45'43" EAST, 87.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 127.91 FEET, AN ARC DISTANCE OF 70.55 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 30°30'40" EAST, 69.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 126.11 FEET, AN ARC DISTANCE OF 153.17 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°30'10" EAST, 143.93 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE SOUTHEAST; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.64 FEET, AN ARC DISTANCE OF 91.11 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37°23'36" EAST, 81.27 FEET TO THE ARC OF A CURVE TO THE EAST; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 528.00 FEET, AN ARC DISTANCE OF 30.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 88°22'48" EAST, 30.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,204 SQUARE FEET, MORE OR LESS.



FLORIDA INLAND NAVIGATION DISTRICT

COMMISSIONERS

April 1, 2014

MEMO

GAIL KAVANAGH
CHAIR

ST. LUCIE COUNTY

E. TYLER CHAPPELL
VICE-CHAIR
BROWARD COUNTY

J. CARL BLOW
TREASURER
ST. JOHNS COUNTY

DONALD J. CUOZZO
SECRETARY
MARTIN COUNTY

AARON L. BOWMAN
DUVAL COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

PAUL U. DRITENBAS
INDIAN RIVER COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

SUSANNE McCABE
VOLUSIA COUNTY

JONATHAN S. NETTS
FLAGLER COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

To: Mark Crosley, Executive Director

From: Mark Tamblyn, Field Projects Coordinator *MT*

Attached are the bid results for the Indian River & St. Lucie Counties Mowing Project.

The bid submitted by Santa Cruz Construction, Inc. is the lowest bid for the Indian River & St. Lucie Counties Mowing Project.

Santa Cruz Construction, Inc. is qualified for the following several reasons:

- 1) Submitted the lowest Bid of \$6, 177.00 / \$74,124.00 / 3yrs
- 2) Their references were favorable and cooperative, and the jobs represented the same types, as this District project.
- 3) The equipment list was complete and represented the types of machinery for the District's specific mowing needs.
- 3) The bid submittal was received prior to the closing.

I recommend that the contract be awarded to the low bidder Santa Cruz Construction, Inc. The bid results have been email or faxed to all the bidders for review.

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR



FLORIDA INLAND NAVIGATION DISTRICT
Indian River & St. Lucie County Mowing Bid Results
FY-2014-17

Santa Cruz Construction, Inc. 4205 N. Courtenay Parkway Merritt Island, FL 32953	\$6,177.00 / \$74,124.00
Lincoln House LLC 713 E. Lincoln Ave Melbourne, FL 32901	\$6,800.00 / \$81,600.00
Sunshine Land Design, Inc. 3291 SE Lionel Terrace Stuart, FL 34997	\$9,279.00 / \$111,348.00

ATTACHMENT D**FLORIDA INLAND NAVIGATION DISTRICT****INDIAN RIVER AND ST. LUCIE COUNTIES SITE
MOWING PROJECT****Bid Submittal Form**

Bids are to be made on a total cost basis and shall include all costs necessary to complete one mowing event of the FOUR (4) sites in the specification. Bids shall not be qualified, incomplete or include extra costs to be determined later or on a unit basis. One award will be made to the low qualified bidder.

NAME OF FIRM: Santa Cruz Construction, Inc.

ADDRESS: 4205 N. Courtenay Parkway
Merritt Island, FL 32953

TELEPHONE: (321) 452-3190

REFERENCES: (Name, Address, Phone, Contact Person)


1. City of Palm Bay
5240 Babcock Street, Suite 310, Palm Bay, FL 32905

(321) 952-3430 / William Martinez - Code Enforcement Officer

2. Florida Department of Environmental Protection
1800 Wekiva Circle, Apopka, FL 32712

(407) 884-2000 / Jason DePue - Biologist

TOTAL PROJECT BID COST \$ 6,177.00


Signature

President

Title

ATTACHMENT C
FLORIDA INLAND NAVIGATION DISTRICT
INDIAN RIVER AND ST. LUCIE COUNTIES SITE
MOWING PROJECT
EQUIPMENT LIST FORM

NAME OF FIRM: Santa Cruz Construction, Inc.

ADDRESS: 4205 N. Courtenay Parkway

Merritt Island, FL 32953

TELEPHONE AND FAX: (321) 452-3190 / (321) 459-3358

LISTING OF EQUIPMENT TO BE USED ON THIS DISTRICT PROJECT:

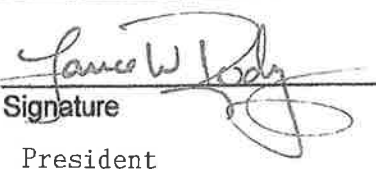
1. _____

SEE ATTACHED EQUIPMENT LIST

2. _____

3. _____

4. _____


Signature

President

Title



4205 N. Courtenay Parkway
 Merritt Island, FL 32953
 (321) 452-3190
 FAX (321) 459-3358
 scci@santacruzconstruction.com

SCCI - EQUIPMENT List

QUANTITY

Kershaw 1010 Grinding Mowers	3
Kershaw 800 w/ Fae Grinding Head	1
TV140 Tractor w/ Grinding Head	2
Gehl 6640 Skid Steer w/ Fae Grinding Head	1
Morbark Stump Grinder	1
Track Bandit Chipper (self propelled)	1
Chipper (trailer mounted)	1
Linkbelt 2800 CII Series Excavator	1
Linkbelt 2800Q Excavator (longreach)	1
Cat 214 Rubber Tire Excavator	1
Fae Grinding Head (attaches to Excavator)	1
6" Alamo Tree Trimmer (attaches to Gehl 6640)	1
Rubber Tire Front End Loader	2
18 cy Dump Truck	1
8 cy Dump Truck	1
Mack Tractor w/ Lowboy Trailer	1

ATTACHMENT D**FLORIDA INLAND NAVIGATION DISTRICT****INDIAN RIVER AND ST. LUCIE COUNTIES SITE
MOWING PROJECT****Bid Submittal Form**

Bids are to be made on a total cost basis and shall include all costs necessary to complete one mowing event of the FOUR (4) sites in the specification. Bids shall not be qualified, incomplete or include extra costs to be determined later or on a unit basis. One award will be made to the low qualified bidder.

NAME OF FIRM: Lincoln House LLC

ADDRESS: 713 E Lincoln Ave
Melbourne, FL 32901

TELEPHONE: 321-426-5749

REFERENCES: (Name, Address, Phone, Contact Person)

1. Young Communications Co. Inc
424 West Drive, Melbourne FL 32904-1034
321-723-3743 (Steve Young) President

2. _____

TOTAL PROJECT BID COST \$ 6,800

Bret Johnson
Signature

CEO
Title

ATTACHMENT C

FLORIDA INLAND NAVIGATION DISTRICT
INDIAN RIVER AND ST. LUCIE COUNTIES SITE
MOWING PROJECT

EQUIPMENT LIST FORM

NAME OF FIRM: Lincoln House LLCADDRESS: 713 E Lincoln Ave, Melbourne FL
32901TELEPHONE AND FAX: 321-426-5749

LISTING OF EQUIPMENT TO BE USED ON THIS DISTRICT PROJECT:

1. Massey Ferguson 46102. Bush Hog 12MB 16603. Bush Hog 38154. Bad Boy Diesel 2861Bret Johnson
SignatureCEO
Title

ATTACHMENT D**FLORIDA INLAND NAVIGATION DISTRICT
INDIAN RIVER AND ST. LUCIE COUNTIES SITE
MOWING PROJECT****Bid Submittal Form**

Bids are to be made on a total cost basis and shall include all costs necessary to complete one mowing event of the FOUR (4) sites in the specification. Bids shall not be qualified, incomplete or include extra costs to be determined later or on a unit basis. One award will be made to the low qualified bidder.

NAME OF FIRM: SUNSHINE LAND DESIGN, INC.

ADDRESS: 3291 SE LIONEL TERRACE, STUART, FL 34997

TELEPHONE: 772 283 2648

REFERENCES: (Name, Address, Phone, Contact Person)

1. JOHN DUNTON - CITY OF PORT ST LUCIE

900 SE OGDEN LANE, PORT ST LUCIE, FL 34983

PH: 772-344-4035 EMAIL: jdunton@cityofpsl.com

2. DEBRA SPIVEY - ST LUCIE COUNTY

2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

PH: 772-462-2511 EMAIL: spiveyd@stlucieco.org

TOTAL PROJECT BID COST \$ 9,279.00

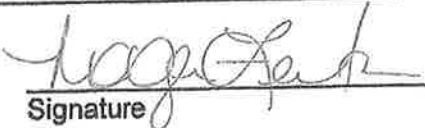

Signature

VICE PRESIDENT

Title

ATTACHMENT C**FLORIDA INLAND NAVIGATION DISTRICT
INDIAN RIVER AND ST. LUCIE COUNTIES SITE
MOWING PROJECT
EQUIPMENT LIST FORM**NAME OF FIRM: SUNSHINE LAND DESIGN, INC.ADDRESS: 3291 SE LIONEL TERRACE, STUART, FL 34997TELEPHONE AND FAX: 772 283 2648 / 772 283 8944

LISTING OF EQUIPMENT TO BE USED ON THIS DISTRICT PROJECT:

1. JOHN DEERE 6430 TRACTOR2. JOHN DEERE 5093 E TRACTOR3. JOHN DEERE BATWING CS-154. JOHN DEERE BUSH HOG 709
SignatureVICE PRESIDENT

Title



FLORIDA INLAND NAVIGATION DISTRICT

COMMISSIONERS

GAIL KAVANAGH
CHAIR
ST. LUCIE COUNTY

E. TYLER CHAPPELL
VICE-CHAIR
BROWARD COUNTY

J. CARL BLOW
TREASURER
ST. JOHNS COUNTY

DONALD J. CUOZZO
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MIAMI-DADE COUNTY

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VOLUSIA COUNTY

JONATHAN S. NETTS
FLAGLER COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

MARK T. CROSLY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

March 3, 2014

To: Potential Bidders

From: Mark M. Tamblyn, Field Projects Coordinator *MT*
Subject: Indian River & St. Lucie Counties Site Mowing Project.

Enclosed are the bid documents and scope of work for the referenced project. **Bids are due in the District office no later than 2:00 PM on April 1, 2014.** A bid will consist of the completed bid submittal forms. Sealed bids are required in accordance with Section 5.0 of the Project Specification and shall be mailed or hand delivered.

There will be one award of this contract to the lowest qualified bidder, however, the District reserves the right to not award a contract based on its discretion. The District also reserves the right to expand or reduce the scope of work of this contract upon negotiation with contractor.

Please contact me should you have any questions concerning this matter.



FLORIDA INLAND NAVIGATION DISTRICT
Indian River & St. Lucie Counties
Site Mowing Project
Bid Package
March 3, 2014



SCOPE OF WORK
INDIAN RIVER & ST. LUCIE COUNTIES SITE MOWING PROJECT

MARCH 3, 2014

Dredge Material Management Areas (DMMA's) IR-2, IR-7 and IR-14 are located in Indian River County, Florida. DMMA SL-2 is located in St. Lucie County. The Florida Inland Navigation District manages dredged materials from the Atlantic Intracoastal Waterway on these sites. The specific locations of the four (4) sites are referenced in Attachments A.

The contractor will mow the designated grassed areas within the selected four (4) District sites up to four (4) times a year for a period of three (3) years as directed by the District. The contractor will use flat bed mowers for the level planes, boom mowers for the earthen berms, elevated slopes, perimeter ditches, and other mowable areas on these District sites. Attachments B, Fig. 1-4 show the site locations with the boundaries of the areas to be mowed. Along with the dimensions of the site an estimated area of mowing is depicted in Attachments B, figures 1-4. The contractor will also mow along fence perimeters as well as the access to and around District monitoring wells on the sites.

ATTACHMENT A

INDIAN RIVER & ST. LUCIE COUNTIES SITE MOWING PROJECT

PROJECT SPECIFICATIONS

SECTION 1.0 GENERAL

The Florida Inland Navigation District, hereinafter referred to as the "District", desires to enter into an agreement with a qualified and insured mowing contractor, hereinafter referred to as the "Contractor", to mow FOUR (4) District properties known as IR-2 (WABASSO NORTH), and IR-7 (WABASSO SOUTH), IR-14 (VERO BEACH) in Indian River County AND SL-2 (NORTH FORT PIERCE) in St. Lucie County. The contractor will mow the designated grassed areas within the selected four (4) District sites up to four (4) times a year for a period of three (3) years as directed by the District.

SECTION 2.0 PROPERTY DESCRIPTION IR-2

The location and boundaries of the Site IR-2 are shown in Attachments B, FIG. 1. The Site is 179 acres. The area to be mowed is approximately 85 acres. This DMMA site has been recently built in 2012. Mowing shall consist of flat, berm, ditch and trails throughout the entire property. IRCO-Mosquito control usually mows the trails on the property, but if they have not been mowed, they shall be groomed under this contract. Mowing shall consist of a large open space area along the shore of the Indian River Lagoon, and trails within the mosquito impoundment area and the entire constructed area. The only area not to be mowed will be completely identified on site prior to the project beginning. It is the outer slope of the "Planted Mitigation Area". The District has specific permit requirements which do not allow mowing activities in this area.

SECTION 2.1 PROPERTY DESCRIPTION IR-7

The location and boundaries of the Site IR-7 are shown in Attachments B, FIG. 2. The Site is 42 acres. The area to be mowed is approximately 18 acres. The mowing areas include: fencelines, ditchlines and all open space within the property.

SECTION 2.2 PROPERTY DESCRIPTION IR-14

The location and boundaries of the Site IR-14 are shown in Attachments B, FIG. 3. The Site is 53 acres. The area to be mowed is approximately 13 acres. This site has recently been grubbed and cleared. There are two (2) parcels which are separated by a FDOT drainage ditch. The North & South Parcels are connected by a culvert that has been added to the FDOT drainage ditch to allow access to the entire property.

SECTION 2.3 PROPERTY DESCRIPTION SL-2

The location and boundaries of the Site SL-2 are shown in Attachments B, FIG. 4. The Site is 56 acres. The area to be mowed is approximately 36 acres. This site was constructed in 2010 and has been mowed since that time. The mowing areas shall include: fence lines, ditch lines, berm mowing, completely on the outer slope, and partially on the inner slope. The flat mowing within the basin shall be completed when basin is not wet. Berm mowing shall be completed with a boom mower to avoid rutting and grooving the berm surface.

SECTION 3.0 PROJECT DESCRIPTION

Project work will consist of the routine mowing of level grassed areas with conventional high production style mowing equipment and the mowing of sloped areas that will require the use of specialized equipment. Hand labor and small machine mowers may be required to perform the specified work in certain areas or during certain times of the year.

Vegetation to be mowed will consist of all grasses, part grass and part weed growth, or all weed growth within the areas to be mowed. The sloped areas to be mowed consist of a dike, which includes the top, back and front slopes. The dike ramps, the grassed areas around the dike and the perimeter ditching. If the interior of the dike is ponded it will not require mowing.

The dike slopes will be mowed with equipment that will not damage the dike or the grasses. These areas will normally require specially designed mowing equipment. The Ditch areas will be mowed at minimum twice (2) per year, preferably during the winter or dry season. Ditch areas that are saturated with water or too wet for standard mowing equipment will be required to be mowed by hand or mowed with specialized mowing equipment. No rutting or damage to the ditches or the dike will be allowed. Damage of this nature will be the contractor's responsibility to repair at no cost to the District. All grasses and vegetation will be cut to a height of six inches maximum.

The sites will be mowed up to four (4) times annually on an as needed basis. The District will determine the mowing schedule. The District reserves the right to expand this contract as additional properties are developed or extend the contract for subsequent years with the Board of Commissioner approval, and a executed project agreement amendment.

SECTION 3.1 MOWING THE ACCESS & AROUND MONITORING WELLS

Vegetation will be mowed along access to the monitoring wells and around the physical wells during every mowing event. Access to these areas is critical and it shall be maintained to allow easy access to and from well locations on all site where wells are present.

SECTION 4.0 EQUIPMENT

The Contractor will be required to use the minimum of one (1) flat bed mower or bat wing mower for the level surfaces, and one (1) slope or boom mower to mow the surfaces which are on contoured slopes, or mowing of perimeter ditches. The equipment used by the contractor must be in good repair and shall be maintained as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The Contractor will provide a complete list of the equipment, which will be utilized on these District sites. This list shall accompany the bid form upon submittal.

SECTION 4.1 FUELING

Fueling on site will be conducted with authorized and approved fueling containers and or equipment to avoid spillage. The fueling activities shall be conducted on level ground and on the most appropriate a hard, road base surface on site. All spills shall be immediately reported to the District. The spill shall be immediately contained, and the impacted soil shall be excavated and placed into an impervious container to be removed from the District property by the Contractor.

SECTION 5.0 BIDS

Bids shall be submitted on Attachment D the Bid Submittal Form. The total bid amount shall include all costs to perform one (1) mowing event of all sites. Qualified bids or bids with exceptions will not be accepted. A qualified bid will also include a completed Equipment List Form which is Attachment C. Bids will be made by sealed bid only. The sealed bid shall be marked clearly on its outside "Sealed Bid Indian River-St. Lucie Mowing Project" and shall be submitted inside another envelope. Bids can be mailed or hand delivered. All bids are due by 2:00 pm April 1, 2014.

SECTION 6.0 PROJECT MANAGER

The District's project manager for this agreement will be Mark M. Tamblyn. He can be contacted at the District office 1314 Marcinski Road, Jupiter, Florida 33477 Telephone (561) 627-3386, Fax (561) 624-6480 Email mtamblyn@aicw.org.

SECTION 7.0 PROJECT SUPERVISION

The District's Project Manager shall give notice regarding the approximate date and time of the initial mowing and completion of the mowing. The project manager will make available personnel to assist in the resolution of any questions or problems that may arise. The District sites are locked and secured, and will remain this way prior to mowing and upon completions of mowing activities. The contractor will maintain security of gates and notify the District of damage or vandalism to them at the time of mowing events.

SECTION 8.0 INSURANCE REQUIREMENTS

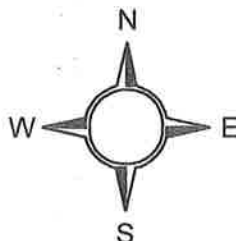
The contractor will be required to provide a minimum of \$ 500,000.00 insurance policy covering general liability and workman's compensation coverage with the District as an insured party.

SECTION 9.0 PAYMENT

The contractor will submit to the District an invoice at the completion of a mowing event. Upon District inspection and approval the District will release payment to the contractor.

ATTACHMENT B, FIG. 1

153

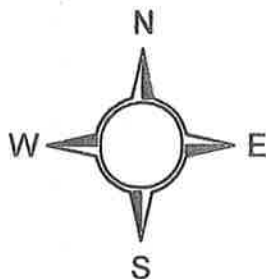
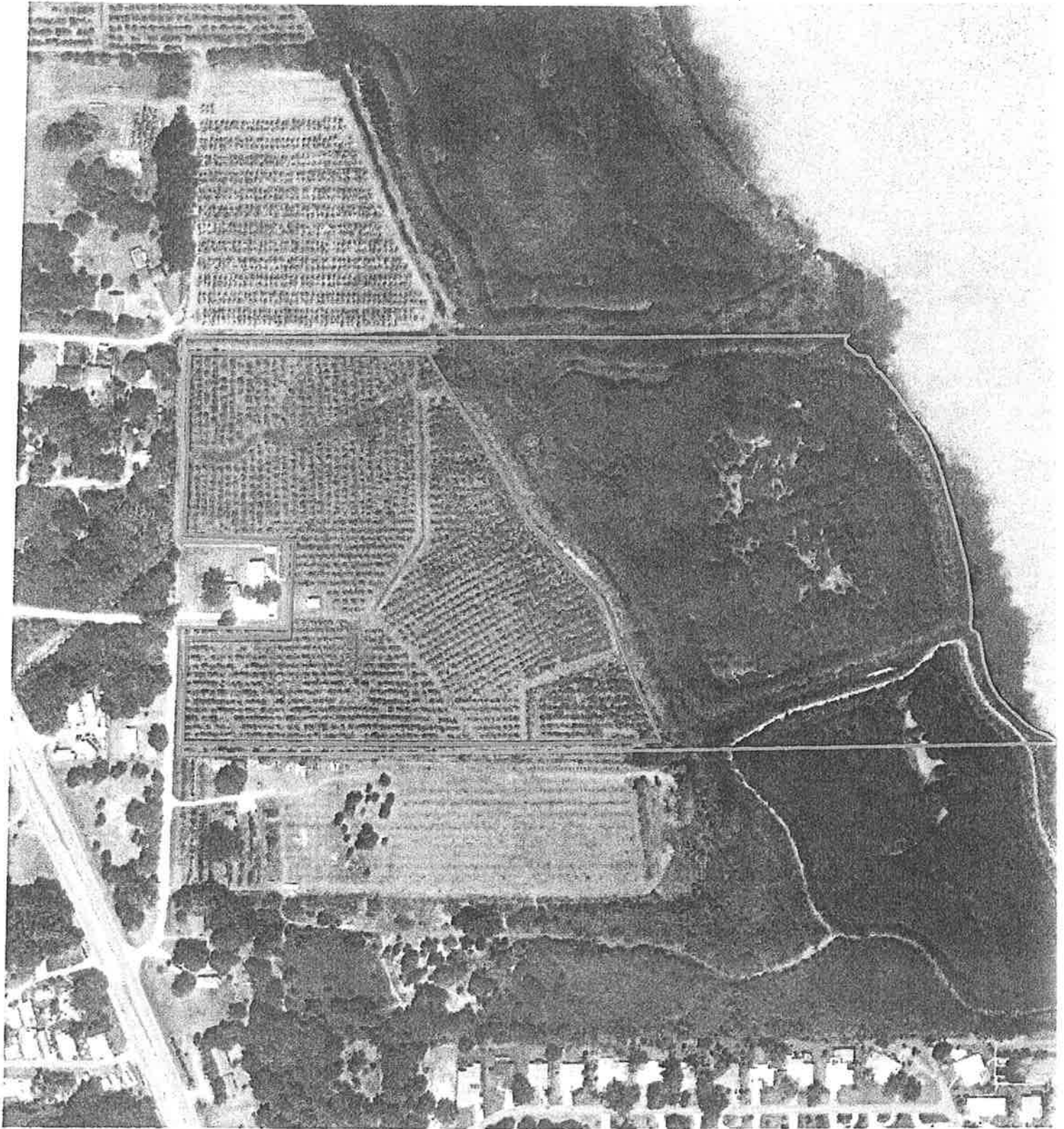


LEGEND

-  FIND PROPERTY BOUNDARY
-  PROPOSED MOWING AREA
WILL BE IDENTIFIED ON SITE

ATTACHMENT B, FIG. 2

154

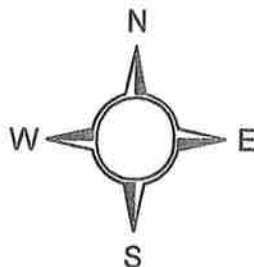
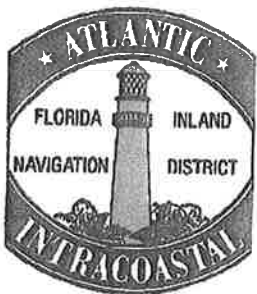
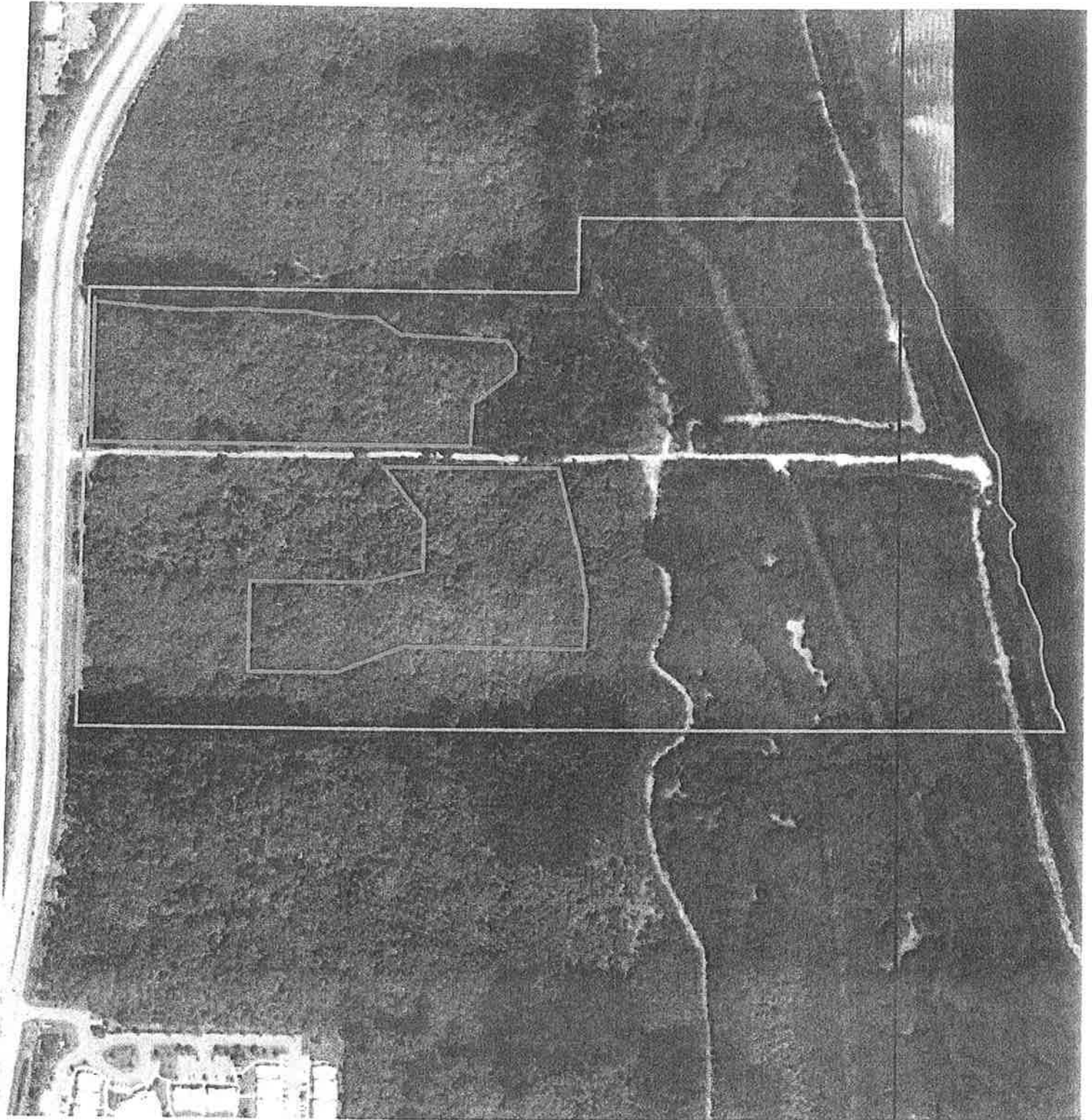


LEGEND

-  FIND PROPERTY BOUNDARY
-  PROPOSED MOWING AREA

ATTACHMENT B, FIG. 3

155

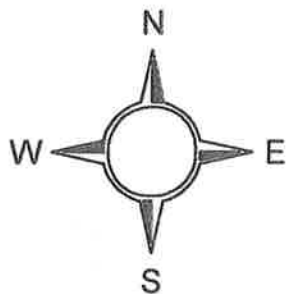
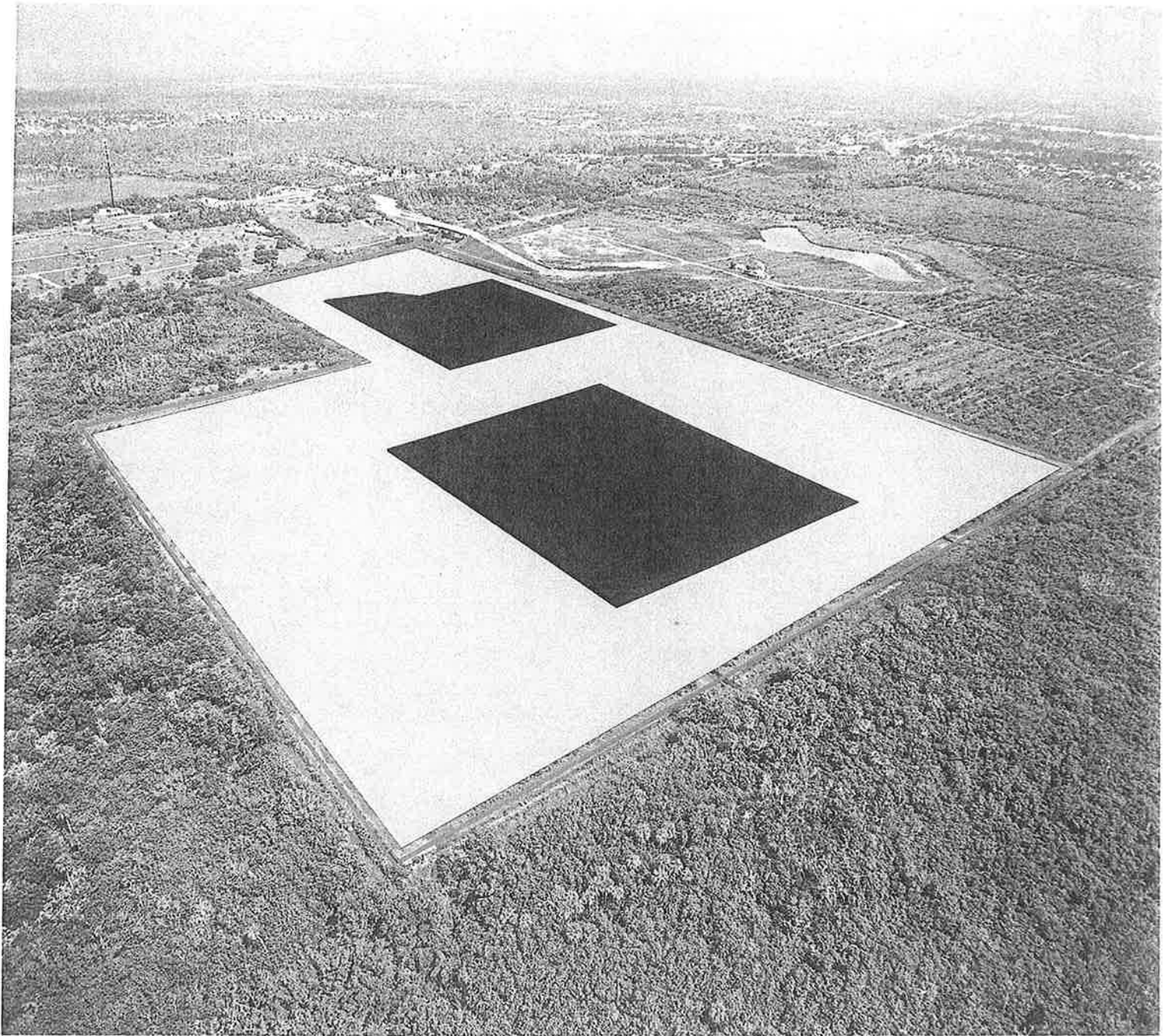


LEGEND

— FIND PROPERTY BOUNDARY

— PROPOSED MOWING AREA

ATTACHMENT B, FIG. 4¹⁵⁶



LEGEND

 Dashed line

FIND PROPERTY BOUNDARY



PROPOSED MOWING AREA
WILL BE IDENTIFIED ON SITE

ATTACHMENT C
FLORIDA INLAND NAVIGATION DISTRICT
INDIAN RIVER AND ST. LUCIE COUNTIES SITE
MOWING PROJECT
EQUIPMENT LIST FORM

NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE AND FAX: _____

LISTING OF EQUIPMENT TO BE USED ON THIS DISTRICT PROJECT:

1. _____

2. _____

3. _____

4. _____

Signature

Title

ATTACHMENT D
FLORIDA INLAND NAVIGATION DISTRICT
INDIAN RIVER AND ST. LUCIE COUNTIES SITE
MOWING PROJECT

Bid Submittal Form

Bids are to be made on a total cost basis and shall include all costs necessary to complete one mowing event of the FOUR (4) sites in the specification. Bids shall not be qualified, incomplete or include extra costs to be determined later or on a unit basis. One award will be made to the low qualified bidder.

NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE: _____

REFERENCES: (Name, Address, Phone, Contact Person)

1. _____

2. _____

TOTAL PROJECT BID COST \$ _____

Signature

Title

COMPARE

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PRODUCTS



Microsoft - Surface 2 - 32GB
 Model: P3W-00001
 SKU: 2147025
 \$449.99

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Microsoft - Surface - 64GB
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 SKU: 7979401
 Sale: \$329.99
 Reg. Price: \$379.99

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Microsoft - Surface with Black Touch Cover - 32GB
 Model: 9HR-00001
 SKU: 7409106
 See details in checkout Why?

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\$ 314.99

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Special Offers	<ul style="list-style-type: none"> Free Shipping on Orders \$25 and Up Six Months Free Cloud Storage: See How Save \$20 on Wireless Networking: See How \$100 Off 1 Year of Tech Support: See How 	<ul style="list-style-type: none"> Free Shipping on Orders \$25 and Up Six Months Free Cloud Storage: See How Save \$20 on Wireless Networking: See How \$100 Off 1 Year of Tech Support: See How 	<ul style="list-style-type: none"> Free Shipping on Orders \$25 and Up Six Months Free Cloud Storage: See How Save \$20 on Wireless Networking: See How \$100 Off 1 Year of Tech Support: See How
Best Buy Cardholder Offers	<ul style="list-style-type: none"> Get up to 6% Back in Rewards: See How 	<ul style="list-style-type: none"> Get up to 6% Back in Rewards: See How 	<ul style="list-style-type: none"> Get up to 6% Back in Rewards: See How
Financing	<ul style="list-style-type: none"> 18-Month Financing 6-Month Financing 	<ul style="list-style-type: none"> 6-Month Financing 	<ul style="list-style-type: none"> 6-Month Financing

REVIEWS

Rating

★★★★★ 4.3 of 5
(508 reviews)★★★★★ 4.3 of 5
(821 reviews)★★★★★ 4.3 of 5
(400 reviews)

PRODUCT SPECS

Show Differences

Processor Brand	NVIDIA		
Processor	NVIDIA Tegra 4		
Display Type	HD touchscreen	HD touchscreen	HD touchscreen
Screen Size (Measured Diagonally)	10.6"	10.6"	10.6"
System Memory (RAM)	2GB	2GB	2GB
Internal Storage Type	Hard drive		
Storage Capacity	32GB	64GB	32GB
SD Card Slot	Yes		
Graphics	NVIDIA Tegra 4		
Front Facing Webcam Pixels	3.5MP		
Digital Camera	Yes		
Digital Camera Pixels	5.0MP		

Wi-Fi Built In	Yes		
Bluetooth-Enabled	Yes		
Speakers	Internal		
USB 2.0 Ports	1 USB 3.0		
HDMI Output	Yes		
Touchscreen	Yes		
Operating System	Windows RT	Windows 8.1	Windows RT
ENERGY STAR Certified	No	Unknown	Unknown
Drive Capacity	32GB		
Data Plan Required	No	No	No
Headphone Jack	Yes		
Operating System Platform	Windows	Windows	Windows
Warranty Terms - Parts	1 year limited	1 year	1 year
Warranty Terms - Labor	1 year limited		
Product Height	0.4"	6.8"	6.8"
Product Width	10.8"	10.8"	10.8"
Product Weight	1.5 lbs.	1.5 lbs.	1.5 lbs.
Product Depth	6.8"	0.4"	0.4"
AVAILABILITY			
Shipping:	Shipping: Usually leaves our warehouse in 1 business day Estimate Arrival Time	Shipping: Usually leaves our warehouse in 1 business day. Estimate Arrival Time	Shipping: Usually leaves our warehouse in 1 business day Estimate Arrival Time
Store Pickup	Store Pickup: Available at most stores	Store Pickup:	Store Pickup: Not Available Find it at a Best Buy store. Check Stores

PRODUCTS



Microsoft - Surface 2 - 32GB
Model: P3W-00001
SKU: 2147025
\$449.99

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Microsoft - Surface - 64GB
Model: 7ZR-00001
SKU: 7979401
Sale: \$329.99
Reg. Price: \$379.99

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Microsoft - Surface with Black Touch Cover - 32GB
Model: 9HR-00001
SKU: 7409105
See details in checkout
Why?

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 Model: SC-1010JB
 SKU: 5277163
 \$139.99

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Digital2 - Pad Platinum 10 inch Tablet with 16GB Memory
 Model: D2-1061G_MS
 SKU: 2469316
 \$149.99

Add to Cart



HP - Slate 10 HD 10 Tablet - 16GB
 Model: slate103600
 SKU: 3215042
 Sale: \$349.98
 Reg. Price: \$452.99

Add to Cart

CURRENT OFFERS

Special Offers	<ul style="list-style-type: none"> Free Shipping on Orders \$25 and Up Six Months Free Cloud Storage: See How Save \$20 on Wireless Networking: See How \$100 Off 1 Year of Tech Support: See How 	<ul style="list-style-type: none"> Free Shipping on Orders \$25 and Up Six Months Free Cloud Storage: See How Save \$20 on Wireless Networking: See How \$100 Off 1 Year of Tech Support: See How 	<ul style="list-style-type: none"> Free Shipping on Orders \$25 and Up Six Months Free Cloud Storage: See How Save \$20 on Wireless Networking: See How \$100 Off 1 Year of Tech Support: See How
Best Buy Cardholder Offers	<ul style="list-style-type: none"> Get up to 6% Back in Rewards: See How 	<ul style="list-style-type: none"> Get up to 6% Back in Rewards: See How 	<ul style="list-style-type: none"> Get up to 6% Back in Rewards: See How
Financing		<ul style="list-style-type: none"> 6-Month Financing 	<ul style="list-style-type: none"> 6-Month Financing

REVIEWS

Rating	 Be the first to write a review.	1.0 of 5 (1 reviews)	 Be the first to write a review.
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PRODUCT SPECS

Show Differences

Processor	Cortex A9		Marvell SOC PXA986
Processor Speed	1.6GHz	1.0GHz	1.2GHz
Battery Type	Lithium	Polymer	Lithium-polymer
Display Type	Touchscreen	High-definition widescreen LCD capacitive multitouch (1024 x 600)	High-definition capacitive multitouch screen (1280 x 800)
Screen Size (Measured Diagonally)	10"	10"	10"
System Memory (RAM)	1GB	1GB	1GB
Storage Capacity	8GB	16GB	16GB
SD Card Slot	Yes	Yes	Yes
Adobe Flash Compatible	Yes		No
Front Facing Webcam Pixels	1.6MP	0.3MP	2.0MP
Digital Camera	Yes	Yes	Yes
Digital Camera Pixels	2.0MP	2.0MP	5.0MP

Wi-Fi Built In	Yes	Yes	Yes
Bluetooth-Enabled	No	Yes	Yes
Speakers	Internal	Internal	Internal
USB 2.0 Ports	2		1
HDMI Output	Yes		No
Touchscreen	Yes	Yes	Yes
Operating System	Android 4.2 Jelly Bean	Android 4.1 Jelly Bean	Android 4.2 Jelly Bean
ENERGY STAR Certified	No	No	No
Drive Capacity	8GB	16GB	16GB
Data Plan Required	No	No	No
GPS Enabled	No		Yes
Operating System Platform	Android	Android	Android
Type of Memory (RAM)		DDR3	DDR3L SDRAM
Internal Storage Type		NAND flash	eMMC
Headphone Jack		Yes	Yes
Processor Brand			Marvell
Audio			Beats Audio
Wireless Capability			4G
GPS Enabled with			Google Maps; Google Street View
Warranty Terms - Parts	90 days		1 year limited
Warranty Terms - Labor	90 days		1 year limited; 90 days: software
Product Height	0.3"	0.5"	0.4"
Product Width	10.4"	10.3"	10.2"
Product Weight	1.5 lbs.	1 lb.	1.4 lbs.
Product Depth	6.5"	6.8"	7"
AVAILABILITY			
Shipping:	Shipping: Usually ships in 1-2 business days Estimate Arrival Time	Shipping: Usually ships in 1-2 business days Estimate Arrival Time	Shipping: Usually ships in 1-2 business days Estimate Arrival Time
Store Pickup	Store Pickup:	Store Pickup:	Store Pickup:

PRODUCTS



Supersonic - 10" Android 4.2 Tablet - 8GB
 Model: SC-1010JB
 SKU: 6277163
 \$139.99

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Digital2 - Pad Platinum 10 inch Tablet with 16GB Memory
 Model: D2-1061G_MS
 SKU: 2469316
 \$149.99

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HP - Slate 10 HD 10 Tablet - 16GB
 Model: slate103600
 SKU: 3215042
 Sale: \$349.98
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 Model: MD513LL/A
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Apple® - iPad® with Retina® display Wi-Fi - 16GB
 Model: MD510LL/A
 SKU: 6208417
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- Save \$20 on Wireless Networking: [See How](#)
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- Save \$30 on Combined Purchase: [See How](#)

Best Buy Cardholder Offers

- Get up to 6% Back in Rewards: [See How](#)

Financing

- 6-Month Financing

REVIEWS

Rating

★★★★★ 4.8 of 5
(3010 reviews)★★★★★ 4.8 of 5
(3010 reviews)

PRODUCT SPECS

Show Differences

Color Category	White	Black
Operating System	Apple iOS	Apple iOS
Wireless Capability	Wi-Fi	Wi-Fi
Drive Capacity	16GB	16GB
Data Plan Required	No	No
Warranty Terms - Parts	1 year limited	1 year limited
Warranty Terms - Labor	1 year limited	1 year limited

AVAILABILITY

Shipping:	Shipping: Usually leaves our warehouse in 1 business day Estimate Arrival Time	Shipping: Usually leaves our warehouse in 1 business day Estimate Arrival Time
Store Pickup	Store Pickup: Available at most stores	Store Pickup: Available at most stores

PRODUCTS



Apple® - iPad® with
Retina® display Wi-Fi -
16GB
Model: MD513LL/A
SKU: 6208444
\$399.99

Add to Cart



Apple® - iPad® with
Retina® display Wi-Fi -
16GB
Model: MD510LL/A
SKU: 6208417
\$399.99

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PRODUCTS



Samsung - Galaxy Tab 3 10.1 - 16GB
 Model: GT-P5210GNYXAR
 SKU: 9349352
 Sale: \$329.99
 Reg. Price: \$399.99

[Add to Cart](#)

Hannspree - T7 Series 13.3 inch Tablet with 16GB Memory
 Model: SN14T71BUE
 SKU: 2803001
 Sale: \$236.98
 Reg. Price: \$299.99

[Add to Cart](#)

Lenovo - ThinkPad Tablet 2 10.1 inch with 64GB Memory
 Model: Tablet 2 - 367927U
 SKU: 7386234
 Sale: \$423.98
 Reg. Price: \$699.99

[Add to Cart](#)

HP - Omni 10 5600us Tablet - 32GB
 Model: 5600us f4c56ua#aba
 SKU: 2886342
 \$399.99

[Add to Cart](#)

CURRENT OFFERS

Special Offers	<ul style="list-style-type: none"> Free Shipping on Orders \$25 and Up Six Months Free Cloud Storage: See How Free 6 Months Internet Security: See How Save \$20 on Wireless Networking: See How \$100 Off 1 Year of Tech Support: See How 	<ul style="list-style-type: none"> Free Shipping on Orders \$25 and Up Six Months Free Cloud Storage: See How Save \$20 on Wireless Networking: See How \$100 Off 1 Year of Tech Support: See How 	<ul style="list-style-type: none"> Free Shipping on Orders \$25 and Up Six Months Free Cloud Storage: See How Save \$20 on Wireless Networking: See How \$100 Off 1 Year of Tech Support: See How 	<ul style="list-style-type: none"> Free Shipping on Orders \$25 and Up Six Months Free Cloud Storage: See How Save \$20 on Wireless Networking: See How \$100 Off 1 Year of Tech Support: See How
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Financing	<ul style="list-style-type: none"> 6-Month Financing 	<ul style="list-style-type: none"> 6-Month Financing 	<ul style="list-style-type: none"> 6-Month Financing 	<ul style="list-style-type: none"> 6-Month Financing

REVIEWS

Rating	4.6 of 5 (1242 reviews)	3.7 of 5 (3 reviews)	4.7 of 5 (3 reviews)	5.0 of 5 (1 reviews)
---------------	----------------------------	-------------------------	-------------------------	-------------------------

PRODUCT SPECS

[Show Differences](#)

Processor Speed	1.6GHz	1.2GHz	1.8GHz	1.46GHz
Battery Type	4-cell Lithium Polymer (Li-Polymer)	2-cell Lithium Polymer (Li-Polymer)	Lithium-polymer	
Display Type	HD touchscreen		High-definition widescreen LED-backlit TFT multitouch with IPS technology, 400 cd/m ² brightness, 500:1 contrast ratio, 170° WideView angle, antireflective treatment, 5-finger gesture support and AGC Dragontrail glass (1366 x 768)	Multitouch (1920 x 1200)
Screen Size (Measured Diagonally)	10.1"	13.3"	10.1"	10.1"
Internal Storage Type	Flash memory	NAND flash memory	eMMC flash memory	eMMC
Storage Capacity	16GB	16GB	64GB	32GB
SD Card Slot	Yes	Yes	Yes	Yes
Adobe Flash Compatible	No	Yes		No
Front Facing Webcam Pixels	1.3MP	0.3MP	2.0MP	2.0MP

Digital Camera	Yes	Yes	Yes	No
Digital Camera Pixels	3.0MP	2.0MP	8.0MP	
Wi-Fi Built In	Yes	Yes	Yes	Yes
Bluetooth-Enabled	Yes	Yes	Yes	Yes
Speakers	Internal	Internal	Internal	
Touchscreen	Yes	Yes	Yes	Yes
Operating System	Android	Android 4.2.2 Jelly Bean	Windows 8 Pro	Windows 8.1
ENERGY STAR Certified	No	Yes	No	No
Drive Capacity	16GB	16GB	64GB	32GB
Data Plan Required	No	No	No	No
Headphone Jack	Yes	Yes	Yes	No
GPS Enabled	Yes	No		No
GPS Enabled with	GLONASS			
Operating System Platform	Android	Android	Windows	Windows
Processor Brand		ARM	Intel®	Intel®
System Memory (RAM)		1GB	2GB	2GB
Type of Memory (RAM)		DDR3	LPDDR2	DDR3 SDRAM
USB 2.0 Ports		1	1	1
HDMI Output		Yes	Yes	No
Processor			Intel® Atom™	Intel® Atom™
Graphics			PowerVR SGX545	
Audio			Realtek ALC5642 codec	HP Premium Sound
Warranty Terms - Parts		1 year	1 year limited	1 year limited
Warranty Terms - Labor		1 year	1 year limited	1 year limited
Product Height	0.3"	0.5"	0.4"	0.4"
Product Width	9.6"	12.8"	10.3"	10.2"
Product Weight	1.1 lbs.	2.6 lbs.	1.3 lbs. (with digitizer pen)	1.4 lbs.
Product Depth	8.9"	9"	6.5"	7.1"
AVAILABILITY				
Shipping:	Shipping: Usually leaves our warehouse in 1 business day Estimate Arrival Time	Shipping: Usually ships in 1-2 business days Estimate Arrival Time	Shipping: Usually ships in 1-2 business days Estimate Arrival Time	Shipping: Usually leaves our warehouse in 1 business day. Estimate Arrival Time
Store Pickup	Store Pickup: Available at most stores	Store Pickup:	Store Pickup:	Store Pickup:

PRODUCTS



Samsung - Galaxy Tab 3 10.1 - 16GB
Model: GT-P5210GNYXAR
SKU: 9349352
Sale: \$329.99



Hannspree - T7 Series 13.3 inch Tablet with 16GB Memory
Model: SN14T71BUE
SKU: 2803001
Sale: \$236.98



Lenovo - ThinkPad Tablet 2 10.1 inch with 64GB Memory
Model: Tablet 2 - 367927U
SKU: 7386234
Sale: \$423.98
Reg. Price: \$699.99



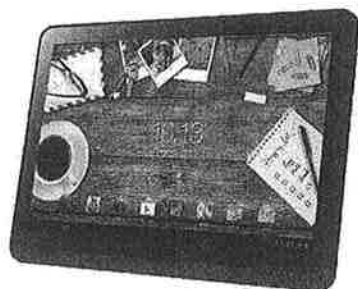
HP - Omni 10 5600us Tablet - 32GB
Model: 5600us f4c56ua#aba
SKU: 2886342
\$399.99

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HANNSPREE 13.3-INCH QUAD CORE TABLET PC T7 SERIES WITH 1280X800 10 POINTS TOUCH 16GB MEMORY AND ANDROID JELLY BEAN

by Hannspree

53 customer reviews

27 answered questions

List Price: ~~\$396.99~~

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Hannspree Hannspad T7
Series 13.3 inch Tablet
(SN14T71) Screen
Protectors 1 - Pack -
C.Skins® Clear LCD ...

\$3.29



XtremeGuard™ Tablet Full
Body Screen Protector for
Hannspree Hannspad T7
Series 13.3" (Ultra Clear)
\$6.95

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13.3-INCH QUAD
CORE TABLET PC T7
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Kocaso M1400
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13.3" Tablet

Hannspree
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CORE TABLET PC T7
SERIES WITH 1280X800 10
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Tablet

Ematic
CinemaTab 8GB
13.3" Tablet

Hannspree
10,1-inch Quad
Core Tablet PC
T7 Series with IPS 1280x800
10 Points Touch and ...

Customer Rating	★★★★☆ (53)	★★★★☆ (8)	There are no customer reviews yet	★★★★☆ (175)
Price	\$229.99	\$258.98	\$247.99	\$139.00
Shipping	\$6.11	FREE Shipping	\$9.46	\$12.49
Sold By	TigerDirect, Inc.	DependableResource	J&R Music and Computer World	Ocean Reef Electronics
Screen Size	13.30 inches	13 inches	13.30 inches	10.10 inches
Screen Resolution	Information not provided	1920 x 1080	Information not provided	1280X800
Weight	4.15 pounds	2 pounds	3 pounds	1.36 pounds
Processors	Intel Celeron 1.00 GHz	ARM dual-core CORTEX A9 OMAP 4 1.2 GHz	AMD E Series 1.60 GHz	AMD E Series 1.20 GHz
Operating System	Android 4.2 (Jelly Bean)	Android 4.0 (Ice Cream Sandwich)	Android 4.1 (Jelly Bean)	Android 4.1 (Jelly Bean)
Memory	1 GB	1 GB A8	1 GB	1 GB
Hard Drive	16 GB Hard Drive	Information not provided	8 GB Hard Drive	16 GB Hard Drive

Please help us improve this feature. Tell us what you think of this feature.

Product Information

Technical Details

Collapse all

Summary

Screen Size	13.30 inches
Processor	1 GHz Intel Celeron
RAM	1 GB
Hard Drive	16 GB
Average Battery Life (in hours)	5 hours

Other Technical Details

Brand Name	Hannspree
Item model number	SN14T71BUE
Hardware Platform	PC
Operating System	Android 4.2 (Jelly Bean)
Item Weight	4.2 pounds
Item Dimensions L x W x H	14.60 x 2.30 x 10.60 inches
Color	Black
Rear Webcam Resolution	2 MP
Processor Brand	Intel
Processor Count	1
Computer Memory Type	DDR3 SDRAM
Hard Drive Interface	Serial ATA
Power Source	Battery

Additional Information

ASIN	B00FA9ACIG
Customer Reviews	53 reviews 3.9 out of 5 stars
Best Sellers Rank	#1,773 in Computers & Accessories (See top 100)
Shipping Weight	4.3 pounds (View shipping rates and policies)
Date First Available	September 18, 2013

Warranty & Support

Amazon.com Return Policy: You may return any new computer purchased from Amazon.com that is "dead on arrival," arrives in damaged condition, or is still in unopened boxes, for a full refund within 30 days of purchase. Amazon.com reserves the right to test "dead on arrival" returns and impose a customer fee equal to 15 percent of the product sales price if the customer misrepresents the condition of the product. Any returned computer that is damaged through customer misuse, is missing parts, or is in unsellable... Read more

Feedback

Would you like to update product info, give feedback on images, or tell us about a lower price?

Product Description

The Hannspree 13.3" Android Tablet with 1280 x 800 resolution; Quad-core processor, 1GB internal memory, and 10-pt Capacitive Multi-Touch Sensor.

COMPARE

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PRODUCTS



Hannspree - T7 Series
13.3 inch Tablet with 16GB
Memory
Model: SN14T71BUE
SKU: 2803001
Sale: \$236.98
Reg. Price: \$299.99

Add to Cart



Archos - Family Pad 13.3
inch Tablet with 8GB
Memory
Model: 502382E
SKU: 8847986
\$319.99

Add to Cart



Intel - Tablet PC - 11.6"
Celeron 1007U 1.50 GHz
Model: CAP15EAWN8TBL
SKU: 1309549849
\$414.12

Sold & Shipped by:
pcRUSH.com

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HP - Refurbished - 14"
EliteBook Notebook - 2
GB Memory - 120 GB Hard
Drive
Model: 6930P-24C2D-2-120-
DVD-7H
SKU: 1309483938
\$219.99

Sold & Shipped by: US
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Special Offers	<ul style="list-style-type: none"> Free Shipping on Orders \$25 and Up Six Months Free Cloud Storage: See How Save \$20 on Wireless Networking: See How \$100 Off 1 Year of Tech Support: See How 	<ul style="list-style-type: none"> Free Shipping on Orders \$25 and Up Six Months Free Cloud Storage: See How Save \$20 on Wireless Networking: See How \$100 Off 1 Year of Tech Support: See How 	<ul style="list-style-type: none"> Free Shipping 	<ul style="list-style-type: none"> Free Shipping
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Financing	<ul style="list-style-type: none"> 6-Month Financing 	<ul style="list-style-type: none"> 6-Month Financing 	<ul style="list-style-type: none"> 6-Month Financing 	<ul style="list-style-type: none"> 6-Month Financing

REVIEWS

Rating	3.7 of 5 (3 reviews)	3.5 of 5 (2 reviews)		
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PRODUCT SPECS

Show Differences

Processor Brand	ARM	Rockchip	Intel®	Intel®
Processor Speed	1.2GHz	1.6GHz	1.50GHz	2.40GHz
Battery Type	2-cell Lithium Polymer (Li-Polymer)	3-cell Lithium Polymer (Li-Polymer)	6000 mAh	
Screen Size (Measured Diagonally)	13.3"	13.3"	11.6"	14"
System Memory (RAM)	1GB	1GB	4GB	2GB
Type of Memory (RAM)	DDR3		DDR3 SDRAM	DDR2 SDRAM
Internal Storage Type	NAND flash memory	NAND flash		
Storage Capacity	16GB	8GB		
SD Card Slot	Yes	Yes		

Adobe Flash Compatible	Yes	Yes		
Front Facing Webcam Pixels	0.3MP	2.0MP		
Digital Camera	Yes	Yes		
Digital Camera Pixels	2.0MP	2.0MP		
Wi-Fi Built In	Yes	Yes		
Bluetooth-Enabled	Yes	No	Yes	
Speakers	Internal	Internal		
USB 2.0 Ports	1	1	2	
HDMI Output	Yes	Yes	Yes	
Touchscreen	Yes	Yes	Yes	
Operating System	Android 4.2.2 Jelly Bean	Android 4.1 Jelly Bean		
ENERGY STAR Certified	Yes	No	No	No
Drive Capacity	16GB	8GB	64GB	120GB
Data Plan Required	No	No		
Headphone Jack	Yes	Yes		
GPS Enabled	No	No		
Operating System Platform	Android	Android		
Processor		Rockchip RK 3066	Intel® Celeron®	Intel® Core™2 Duo
Display Type		High-definition LCD 10-point capacitive multitouch screen (1280 x 800)	TFT-LCD	TFT-LCD
Graphics		Mali 400 GPU	Intel HD Graphics	
Provider Product ID			1025116633	1026793588
Graphics Chip			Intel	
Energy Star Compliant			Unknown	Unknown
Wireless Capability			Wi-Fi	Wi-Fi
Computer Hard Drive Size			64GB	120GB
Digital Media Reader or Slots			Yes	
Wireless Networking			IEEE 802.11a/b/g/n	IEEE 802.11a/b/g
Convertible			No	
Meta Title			Intel Corporation CAP15EAWN8TBL	Hewlett-Packard 6930P-24C2D-2-120-DVD-7H
Meta Keywords			Intel Tablet PC - 11.6" Celeron 1007U 1.50 GHz CAP15EAWN8TBL Corporation	HP EliteBook 6930p 14" Notebook - Refurbished Intel Core 2 Duo 2.4GHz 6930P-24C2D-2-120-DVD-7H Hewlett-Packard
Meta Description			Intel Tablet PC - 11.6" - Intel Celeron 1007U 1.50 GHz	HP EliteBook 6930p 14" Notebook - Refurbished - Intel - Core 2 Duo 2.4GHz
Hard Drive Type			mini-SATA SSD	Serial ATA HDD
Built-in Webcam			Yes	
Cache Memory			2MB	
Optical Drive				DVD-ROM
Blu-ray Player				No

System Memory (RAM) Expandable To				8GB
Warranty Terms - Parts	1 year	1 year		
Warranty Terms - Labor	1 year	1 year		
Product Height	0.5"	0.5"		
Product Width	12.8"	13.3"		
Product Weight	2.6 lbs.	2.9 lbs.		
Product Depth	9"	9"		
AVAILABILITY				
Shipping:	Shipping: Usually ships in 1-2 business days Estimate Arrival Time	Shipping: Usually ships in 1-2 business days Estimate Arrival Time	Shipping: Seller usually ships within 1-2 business days Estimate Arrival Time	Shipping: Seller usually ships within 1-2 business days Estimate Arrival Time
Store Pickup	Store Pickup:	Store Pickup:	Store Pickup: Not Available	Store Pickup: Not Available

PRODUCTS

**Hannspree - T7 Series
13.3 inch Tablet with 16GB
Memory**

Model: SN14T71BUE
SKU: 2803001
Sale: \$236.98
Reg. Price: \$299.99

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**Archos - Family Pad 13.3
inch Tablet with 8GB
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Model: 502382E
SKU: 8847986
\$319.99

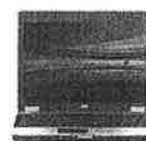
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Intel - Tablet PC - 11.6"
Celeron 1007U 1.50 GHz
Model: CAP15EAWN8TBL
SKU: 1309549849
\$414.12

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HP - Refurbished - 14"
EliteBook Notebook - 2
GB Memory - 120 GB Hard
Drive
Model: 6930P-24C2D-2-120-
DVD-7H
SKU: 1309483938
\$219.99

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ALCALDE & FAY
GOVERNMENT & PUBLIC AFFAIRS CONSULTANTS

March 28, 2014

MEMORANDUM

TO: Mark Crosley, Executive Director

FROM: Jim Davenport

SUBJECT: Federal Legislative Report

FY 2014 AND FY 2015 FEDERAL FUNDING FOR MAINTENANCE DREDGING

As you know, the Florida Inland Navigation District was successful in obtaining \$1.75 million in the U.S. Army Corps of Engineers (USACE) fiscal year (FY) 2014 work plan for maintenance dredging of Indian River Reach 1. We have thanked your congressional delegation and the USACE for their support and help in obtaining this funding.

We are now asking your congressional delegation to submit two language requests to the House Energy and Water Appropriations Subcommittee that would support funding for inland waterway dredging in FY 2015. The requests are as follows:

- Report Language Request: Army Corps Operations and Maintenance— The Committee provides \$50 million for Navigation.
- Report Language Request: Army Corps Operations and Maintenance— The Committee provides \$50 million for Inland Waterways.

At the time of this memo, Representatives Lois Frankel and Bill Posey have taken the lead on this request, and Representatives Debbie Wasserman Schultz, Frederica Wilson, Alcee Hastings, Joe Garcia, Ted Deutch and Corrine Brown are supporting this effort. We continue to reach out to other members of your congressional delegation.

On a related note, the House Energy and Water Appropriations Subcommittee held a hearing this week on the USACE budget proposal for FY 2015. While the Intracoastal Waterway received \$600,000 in the budget, which is the highest level of funding the IWW has received since we have represented FIND, the USACE proposed budget for

FY 2015 is \$4.5 billion, which is \$934 million less than the FY 2014 enacted budget. That included a 20 percent cut to navigation programs for inland waterways, 10 percent less for dredging and other port projects paid for by the Harbor Maintenance Trust Fund and a 16 percent reduction in flood control spending.

The Subcommittee Chairman, Mike Simpson (R-ID), said "It is apparent to me that Congress has one vision for the Corps of Engineers and the administration has a starkly different one. We hear frequently about the challenges facing our shippers from filled-in channels and locks and dams which are falling apart. These are challenges that the corps should be addressing."

MAGNUSON STEVENS ACT REAUTHORIZATION

We have been working with the House Natural Resources Committee and Senate Commerce, Science and Transportation Committee on legislative language to ease mitigation for maintenance requirements resulting from Essential Fish Habitat (EFH) consultation. As you know, the Committees are working on Magnuson Stevens Reauthorization legislation, which would be the appropriate vehicle for such language.

We have been in regular communication with Senate Commerce Committee professional staff member, Sara Decker, who manages Magnuson Stevens' issues for the Oceans, Atmosphere, Fisheries and Coast Guard Subcommittee, of which Senator Marco Rubio is the ranking member. Sara has received and commented on various language drafts that we have produced with your input, and has presented it to her majority counterpart. She has been clear that our language, which is still a work in progress, would not appear in the initial draft of the legislation, because the draft could be visible for many months giving opponents the ability to pick it apart or attempt to remove it, and thus the Committee would rather keep our language out of the bill until later in the process.

It should be clear that difficulty remains in including language to ease mitigation for maintenance since the current reauthorization bills do not plan to address EFH procedures. Nevertheless, we will be meeting with Senator Nelson's staff soon to discuss the issue further, and will continue working with the Commerce Committee, of which Nelson is also a member.

On a related note, we have had an email dialogue with the USACE Jacksonville District Office and the National Marine Fisheries Service (NMFS) Southeast Region, both of who

have told us that there are no NMFS/USACE consultation agreements (i.e. General Concurrences) in the Southeast region that cover large maintenance dredging projects. Essentially this means there are no model agreements between the USACE and NMFS that allow routine maintenance dredging activities to occur without mitigation, even for ports.

We plan to continue a dialogue with NMFS and will likely need to schedule a meeting in Washington with NMFS sometime this year.

Please contact us with any questions.

Congress of the United States
Washington, DC 20515

March 31, 2014

The Honorable Mike Simpson
Chairman
House Appropriations Committee
Subcommittee on Energy and Water, and Related Agencies
2362B Rayburn House Office Building
Washington, DC 20515

The Honorable Marcy Kaptur
Ranking Member
House Appropriations Committee
Subcommittee on Energy and Water, and Related Agencies
1016 Longworth House Office Building
Washington, DC 20515

Dear Chairman Simpson and Ranking Member Kaptur:

As you develop the FY2015 Energy and Water Appropriations bill, we respectfully request that you include the following report language under the U.S. Army Corps of Engineers Operations and Maintenance Account.

Report Language Request: Army Corps Operations and Maintenance— The Committee provides \$50 million for Navigation.

Report Language Request: Army Corps Operations and Maintenance— The Committee provides \$50 million for Inland Waterways.

Low commercial use waterways move more than 50 million tons annually, which would have to be moved somehow if not by water transportation. If maintenance of all "low use" projects were fully funded, the Corps budget would be increased by less than \$200 million. Likewise, low use waterways transport recreational vessels, providing billions in economic output, person wages and increased property values.

These waterways link natural deep-water sections of bays through a series of man-made channels, thereby providing for the safe passage of commercial goods and access to commercial fishing grounds. Maintenance dredging of these waterways allows local sponsors to support the local and regional economies by maintaining and enhancing public navigation channels and inlets, boating access facilities, waterfront parks, and piers and special structures.

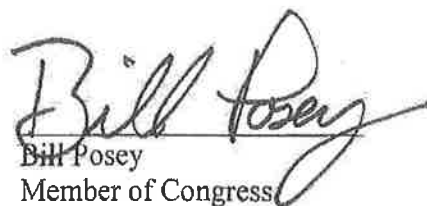
As the Subcommittee begins its work on the Energy and Water Appropriations bill, we ask that you give strong consideration to appropriating money for Navigation and Inland Waterways.

Thank you for your careful consideration of our request.

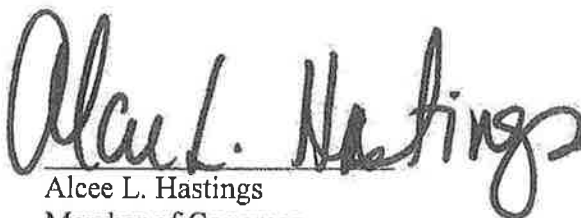
Sincerely,



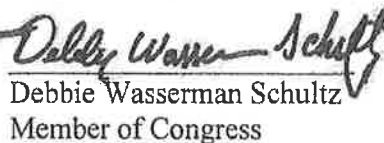
Lois Frankel
Member of Congress



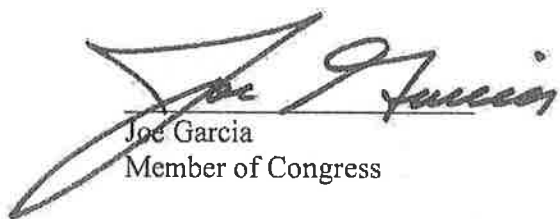
Bill Posey
Member of Congress



Alcee L. Hastings
Member of Congress



Debbie Wasserman Schultz
Member of Congress



Joe Garcia
Member of Congress



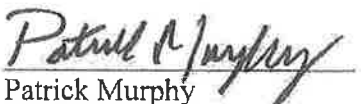
Frederica S. Wilson
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Corrine Brown
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Theodore E. Deutch
Member of Congress



Patrick Murphy
Member of Congress