

Welcome to the

Awards Meeting

June 8, 2023, 10:00 AM EST

You have been joined to the meeting with your **audio muted** by default.

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on JEA.com, public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact **Victoria Holloway** by telephone at **(904) 651-7171** or by email at hollvl@jea.com if you experience any technical difficulties during the meeting.

JEA Awards Agenda
June 8, 2023
225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

[Teams Meeting Info](#)

Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. **All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief.** The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% S - awarded)
1	Minutes	Minutes from 06/01/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Real Estate Directive	PA20W-Rivertown Storage & Pump-W (RES - RiverTown - New Storage and Pumping System)	Mitchell Jr., Paul	MATTAMY JACKSONVILLE LLC, a Delaware limited liability company	Capital - 8006356	\$498,000.00	N/A	\$498,000.00	N/A	Project Completion Start: 06/15/2023	N/A
	<p>For additional information contact: Elaine Selders</p> <p>JEA has negotiated the purchase of a parcel within Rivertown for new Reuse Pumping and storage site with Mattamy Jacksonville LLC, Delaware limited liability company, to provide reuse water capacity in St. Johns County and the Rivertown development.</p> <p>The JEA Procurement Code Exemptions in Section 2-201 includes purchases of Real Estate. The Real Estate Services Procurement Directive requires Awards Committee approval for Real Estate purchases of \$50,000.00 to \$500,000.00.</p> <p>This award is for a real property acquisition to provide land for a new Reuse Water Storage and Pumping site. The subject property will provide the real estate needed to construct the new Reuse Water Storage and Pumping site which will better serve St. Johns County and the Rivertown development with the capacity and pressure for reliable Reuse Water. The Real Estate team entered negotiations with the owner and determined it is in JEA's best interest to accept their second counter-offer. The cost justification summary has been attached as backup.</p> <p>The cost avoidance savings for this award is \$19,050.00. The savings includes the difference between the appraised property value and the final cost of the property, minus the eminent domain costs JEA would have incurred if they were unable to negotiate with the seller. Formula is broken out below: \$498,000.00 (final cost) - \$357,050.00 (property value) = 140,950.00 (additional compensation). Total Eminent Domain costs (\$160,000.00) less additional compensation (\$160,000.00 - \$140,950.00 = \$19,050.00).</p>										
3	Real Estate Directive	PA23-Land Sale-Rivertown Well	Mitchell Jr., Paul	MATTAMY JACKSONVILLE LLC, a Delaware limited liability company	O&M - 8008728	\$89,800.00	N/A	\$89,800.00	N/A	Project Completion Start: 06/15/2023	N/A
	<p>For additional information contact: Elaine Selders</p> <p>JEA has negotiated the sale of a portion of a prior St. Joe Well parcel within the Rivertown Development in St. Johns County for Mattamy Jacksonville, LLC to use as public right-of-way for Rivertown Main Street. It has been determined that the subject parcel has no current or future utility need and been determined surplus and ready for disposition. JEA obtained a third-party appraisal which valued the subject property at the agreed upon sales price.</p> <p>The JEA Procurement Code Exemptions in Section 2-201 includes purchases of Real Estate. The Real Estate Services Procurement Directive requires Awards Committee approval for Real Estate purchases of \$50,000.00 to \$500,000.00.</p> <p>This award is for the disposition of a portion of real property to Mattamy Jacksonville, LLC to use as public right-of-way for Rivertown Main Street.</p>										
4	Contract Increase	Dell and Logitech Equipment Purchase FY23	Datz	CDW GOVERNMENT LLC	O&M and Capital	\$660,504.25	\$1,004,264.95	\$1,664,769.20	N/A	One (1) Year w/ Two - One (1) Year Renewals Start date: 01/01/2023 End Date:12/31/2023	N/A
	<p>Originally Awarded: 12/15/2022 Contract Expiration: 12/31/2023 For additional information contact: Brooke Garland</p> <p>The specific equipment will include the inventory of all Dell devices including Dell 7000 series computers (laptops, desktops, monitors), cases, keyboards, and docks. The Logitech webcams, and keyboard/mouse combo are also included. These products are JEA Standards.CDW is offering a 26-50% discount off list price on the Dell equipment and support including any additional related equipment not specifically listed in the workbook. The comparable item pricing is similar to previous contract.</p> <p>This contract increase is to cover additional FY23 equipment needs. The funding request represented in the original award did not include PC Refresh. As a result, the CPA is short for FY23. This is the last purchase for FY23 for both capital and O&M but the CPA will also include funding planned for Q1 of FY24.</p>										
5	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER
	DEFER										

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6	GSA Contract/Piggyback	Splunk Storage Monitoring Cloud Subscription	Datz	CDW GOVERNMENT LLC	O&M (30903)	\$441,931.41	N/A	\$441,931.41	N/A	One (1) Year w/ Two - One (1) Year Renewals Start date: 05/09/2023 End Date:05/08/2024	N/A
	<p>Piggyback Contract: GSA Schedule No: 47QSWA18D008F For additional information contact: Nathan Woyak</p> <p>This request for award proposes that JEA use the GSA authorized Splunk reseller CDW to facilitate a one (1) year purchase for the Splunk Cloud and Splunk Enterprise Suite of products which comprises JEA's standard Security Information and Event Management(SIEM) solution, SECaaS(Security as a Service), and the generic role as a single-repository, information correlation engine with ML/AI(Machine Language/ Artificial Intelligence) capability for all enterprise systems. JEA's Splunk solution supports a variety of use cases including threat detection, compliance(CIP and others), real-time telemetry and event analysis including cyber incident investigation.</p> <p>JEA's Splunk platform has been in the development and build in stages since approximately FY21, and started primarily to serve as the new log correlation engine to replace the current solutions which were approaching end of life. This solution was widely expanded architecturally during FY22/23 to facilitate the overall replacement of additional systems to align with current information security and compliance requirements in addition to increased cyber-attacks and the required identification of potential system vulnerabilities. The most noteworthy and impactful expansion resulted in holistic replacement of the existing SIEM solution with Splunk ES(Enterprise Security). Note, the same request was made for one year in 2022 on a previous award however it was not known at the time if JEA would award this beyond the first year.</p> <p>This request is for a one (1) year SPLUNK hot storage/monitoring cloud subscription for \$441,931.41. Due to the sensitive nature of the product solution architecture and configuration, JEA's procurement of the Splunk Product Suite has utilized the overarching GSA contracts to facilitate procurement. CDW's pricing has been deemed fair and reasonable based on the additional savings of ~40% (\$295,982.7) off the published GSA rates.</p>										

Consent Agenda Action

Committee Members in Attendance	Names	
Motion by:		
Second By:		
Committee Decision		

Consent and Regular Agenda Signatures

Budget	Name/Title	_____
Awards Chairman	Name/Title	_____
Procurement	Name/Title	_____
Legal	Name/Title	_____

**JEA Awards Agenda
June 01, 2023**

225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

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Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by Section 3-101 of the JEA Procurement Code. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s)
1	Minutes	Minutes from 05/11/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase	Dell and Logitech Equipment Purchase FY23	Datz	CDW GOVERNMENT LLC	O&M and Capital	\$660,504.25	\$1,004,264.95	\$1,664,769.20	N/A	One (1) Year w/ Two - One (1) Year Renewals Start date: 01/01/2023 End Date:12/31/2023	N/A
		Originally Awarded: 12/15/2022 Contract Expiration: 12/31/2023 For additional information contact: Brooke Garland									
		The purpose of this Invitation for Bid (the "IFB") is to select a vendor for new Dell and Logitech Equipment Purchase for FY23 equipment and to provide the best value to JEA to purchase during a twelve-month period. This request is to leverage contract spend for a minimum of one year to get fixed pricing on high use items, a percentage discount on unexpected items, and reduce the number of small informal spot buys and transactions.									
		The specific equipment will include the inventory of all Dell devices including Dell 7000 series computers (laptops, desktops, monitors), cases, keyboards, and docks. The Logitech webcams, and keyboard/mouse combo are also included. These products are JEA Standards.CDW is offering a 26-50% discount off list price on the Dell equipment and support including any additional related equipment not specifically listed in the workbook. The comparable item pricing is similar to previous contract.This contract increase is to cover additional FY23 equipment needs.									
3	Request for Proposal (RFP)	Limestone Crushing Services	Erixon	Norton Irrigation, Inc.	O&M	\$1,062,000.00	N/A	\$1,062,000.00	N/A	One (1) year, Two (2) 1 Yr Renewals	N/A
		Advertised: 04/14/2023 Proposal Opening Date: 05/16/2023 Two (2) Proposals Received For additional information contact: Rodney Lovgren									
		JEA Fuels has sourced unsized limestone > 3" in diameter due to sourcing availability of sized limestone. This limestone is too large for JEA systems to handle and must be crushed to a manageable size. JEA is purchasing crushing (sizing) equipment, which is expected to online in Q1, 2024.									
		This award for a turnkey crushing operation to provide labor and machinery necessary to meet the JEA sizing requirements a maximum of 3/4". The proposal is approximately 16% below the budget estimate and is deemed reasonable. Competition is limited due to the short service duration, the technical sizing requirements and the current workload.									
4	Joint Project	Southside Blvd (SR115) at Deerwood Park Blvd FDOT Joint Project	Melendez	FLORIDA DEPT OF TRANSPORTATION	Capital	\$554,668.00	N/A	\$554,668.00	N/A	Project Completion (estimated May 2024)	N/A
		This is a request to advance pre-bid construction funds (based upon JEA's estimate) to the Florida Department of Transportation (FDOT), in accordance with the JEA/FDOT Master Agreement, for the utility construction costs associated with the Southside Blvd project (FDOT SR115 439468-1). FDOT's proposed improvements will take place at Southside Blvd and Deerwood Park Blvd and include roadway, drainage, and signalization. JEA's water and sewer mains are within the FDOT's project footprint/right-of-way. This project will relocate a portion of the existing 20" watermain that is in conflict within the proposed scope of the FDOT project.									
5	Contract Increase	Industrial Cleaning Services	Erixon	Thompson Industrial Services, LLC	Capital & O&M	\$488,000.00	Thompson Industrial Services, LLC \$765,030.00 MPW Industrial Services, LLC \$327,870.00	Thompson Industrial Services, LLC \$1,329,533.00 MPW Industrial Services, LLC \$2,557,870.00	5/10/2023 Thompson Industrial Services, LLC \$76,503.00 1/19/2023 MPW Industrial Services, LLC \$2,230,000.00	Five (5) Years, w/ One (1) - 1 Yr. Renewals	N/A
		Originally Awarded: 12/16/2021 Contract Expiration: 12/15/2026 For additional information contact: Rodney Lovgren									
		JEA utilizes two (2) contractors for industrial cleaning services at the power plants (wet / dry vacuuming services, hydroblasting, chemical cleaning, high volume pumping, dust control system cleaning and pit cleaning).									
		This increase is to allow continued use of the contract through the original term. Additional funding requests will be processed as required. Work will be performed at the current contract rates, with CPI allowable annually upon request. Pricing and rates are deemed reasonable.									
6	RFP	1411148046 Program Management for the District Energy System	Pope	Jacobs Project Management Co.	Capital	\$66,766,840.20	N/A	\$66,766,840.20	N/A	Five (5) Years w/Two (2) One (1) Yr. Renewals Start: 06/29/2023 End: 06/28/2028	N/A Each task order under this contract will be reviewed and given a JSEB requirement prior to it being issued to the contractor.
		Advertised: 03/10/2023 Opened: 04/11/2023 Two (2) Responses Received Public Evaluation Meeting: 05/08/2023									
		The scope of work for this contract includes providing analysis, planning, permitting, design and construction services and supervision of those tasks for projects within the capital plan of the District Energy System, as amended from time to time. Companies that did not participate stated that the minimum requirements did not allow them to participate. JEA evaluated changing the minimum requirements relating to experience, however, it was determined to be in JEA's best interest not to lower the requirements. It is worth noting that there are not many companies that have done this type of work in the past.									
		Task orders will be issued for work under this contract as work is required to be performed. The task orders will be based off of the negotiated hourly rates. The rates were evaluated against historical and current rates and deemed reasonable. The hourly rates will increase by two percent annually throughout the contract. JEA has also negotiated the markups for subcontractors that were compared to standard markups allowed in construction projects and deemed reasonable.									

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7	Contract Increase	006-19 Primary, Secondary, and Fiber Optic Wire and Cable for JEA Inventory Stock	McElroy	Stuart C. Irby Co. Anixter, Inc. Electric Supply, Inc. Gresco Supply, Inc. Southwire	Capital & O&M	\$ -	\$2,527,754.88	\$2,527,754.88	None	3/24/2022 - \$1,239,637.78 1/16/2022 - \$24,336.00 8/30/2022 - \$814,136.23 None	N
						\$1,657,969.23	\$1,222,911.45	\$4,120,518.46	\$358,814.34		
						\$91,118.34	\$243,360.00	\$16,868,295.73			
						\$7,912,797.15	\$8,141,362.35	\$25,150,092.53			
<p>Originally Awarded: 03/01/2019 Contract Expiration: 02/28/2024 For additional information contact: Eddie Bayouth</p> <p>This agreement provides Primary, Secondary and Fiber Optic Cable for JEA's Inventory Stock. The primary use of these items is to enable the transfer of electrical signals or power from one device to another within our network system and is primarily utilized by both the Electric and Technology departments. This Contract Increase is driven by several factors, but most notably an increase in consumption beyond plan particularly in transmission project work, longer than expected term due to market concerns, and material pricing driven mostly by commodity prices (copper, aluminum, and resins. Additionally, Gresco and its manufacturer Prysmian have been unable to guarantee pricing to contract or production slotting starting in mid-2022. JEA in response to this uncertainty placed emergency orders with Southwire to fulfill these requirements and ensure adequate supply. Southwire originally bid on the solicitation, but was not awarded any items, however their capacity and market strength proved invaluable when placed in the situation as described earlier. Southwire has been able to consistently provide wire and cable at competitive prices, competitive lead times, and have guaranteed JEA all of the needed allocations. The award amount for Southwire comprises projected future spend until the end of the contract and emergency orders/ratifications already placed with them. The change order amounts for the other vendors were calculated based on projected demand thru the term of the contract and current pricing.</p>											

Consent Agenda Action

Committee Members in Attendance	Names Ted Phillips, Laura Schepis, David Emanuel
Motion by:	David Emanuel
Second By:	Laura Schepis
Committee Decision	Approved

Consent and Regular Agenda Signatures

Budget	Name/Title <u>Stephanie M Nealy</u>
Awards Chairman	Name/Title <u>Theodore B Phillips</u>
Procurement	Name/Title <u>JM...</u>
Legal	Name/Title <u>Rebecca Lavis</u>

Informational

Project: Rivertown Storage and Pumping Site
Project Number: 8006356
RE Parcel #: Portions of 000970-0000

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made and entered as of the date on which the latter of the parties hereto executes this Agreement (the “Effective Date”) by and between JEA, a body politic and corporate (“Buyer”), and MATTAMY JACKSONVILLE LLC, a Delaware limited liability company (“Seller”).

WITNESSETH:

In consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge the parties hereby agree as follows:

1. General Outline of Transaction. Seller is the owner in fee simple of that certain tract of land located in St. Johns County, Florida described on Exhibit A-1 attached hereto and made a part hereof, together with all appurtenances, hereditaments and improvements located thereon (the “Property”), and that certain tract of land described in Exhibit A-2 (the “Easement Area”). Buyer intends to purchase (i) the Property from Seller in fee simple, together with all of Seller’s development rights, permits, approvals, and other rights or privileges pertaining to the Property, and (ii) a perpetual easement for ingress, egress, and utilities on, upon, over and under the Easement Area (the “Easement”), upon the terms and conditions hereafter set forth.

2. Purchase Price and Earnest Money.

a. Purchase Price. Under the terms of this Agreement, Seller hereby agrees to sell, assign and convey to Buyer and Buyer agrees to pay for and purchase the Property and Easement Area from Seller. In consideration of the purchase of the Property and the Easement Area, Buyer shall pay to Seller at Closing, as hereinafter defined, an amount equal to Four Hundred Ninety-Eight Thousand and No/100 Dollars(\$498,000.00) (the “Purchase Price”), plus or minus net adjustments as set forth in this Agreement.

b. Earnest Money. Within ten (10) business days after Buyer and Seller have executed this Agreement, Buyer shall deliver to Edwards Cohen, as escrow agent (“Escrow Agent”), by cashier’s check or wired funds, a deposit in an amount equal to Ten Thousand and No/100 Dollars (\$10,000.00) (the “Earnest Money”), to be deposited by the Escrow Agent in a non-interest bearing account. If the sale of the Property and Easement Area is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price.

3. Survey, Title, Buyer’s Review, Environmental Reports and Inspection.

a. Survey. Buyer shall within thirty (30) days after the Effective Date, at Buyer’s cost and expense, obtain a boundary survey of the Property and Easement Area (the

“Survey”), prepared by a licensed Florida land surveyor. Upon Buyer’s receipt of the Survey, Buyer shall forthwith furnish a copy thereof to Seller.

b. Title. Buyer shall within ten (10) days after the Effective Date, at Buyer’s cost and expense, obtain an owner’s title insurance commitment issued by a licensed title insurance company (“Title Insurer”), committing to insure Buyer’s fee simple title to the Property and easement interest in the Easement Area in the total amount of the Purchase Price (“Commitment”). The Commitment shall show Seller to have good and insurable title to the Property and Easement Area, in fee simple and easement interest, respectively, and free and clear of all liens and encumbrances except taxes for the year of conveyance and subsequent years. The policy, when issued, shall insure in Buyer good and insurable title to the Property and Easement Area, in fee simple and easement interest, respectively, free and clear of all liens and encumbrances, subject to such other matters appearing in the Commitment which Buyer has approved or accepted as title exceptions under Section 3(c) of this Agreement.

c. Buyer’s Review. Buyer shall have ten (10) days after receipt of the Commitment and Survey in which to examine the Survey and Commitment and to determine the nature of any defects in title to the Property and Easement Area and in those matters or facts disclosed by the Survey. If either the Commitment or Survey reveals any encroachments, overlaps, easements, restrictions, covenants, conditions, liens, encumbrances, other title defects, or other matters that are unacceptable to Buyer, Buyer shall give written notice to Seller of such defects, and Seller shall have the right, but no obligation to remedy or remove any such objectionable matters prior to Closing. If Seller does not, prior to Closing, cure such defects of which it has been notified, Buyer may, at its option, either (i) terminate this Agreement upon delivery of written notice to Seller and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer; or (ii) accept the uncured defects and take title as it then exists without reduction in the Purchase Price.

d. Environmental Reports. Buyer may, during the Inspection Period (as defined below), at Buyer’s cost and expense, obtain a Phase I environmental site assessment with respect to the Property and Easement Area, which meets the standard of practice of the American Society of Testing Materials. Buyer shall use the services of a competent, professional consultant with expertise in the environmental site assessing process. If the Findings and Conclusions section of the Phase I environmental site assessment reports evidence of recognized environmental conditions, then, Buyer shall notify Seller and Buyer may request a Phase II environmental site assessment to be conducted, at Buyer’s cost and expense. If, after review of the environmental site assessment(s), Buyer, in its sole discretion, determines the Property or Easement Area is not acceptable, Buyer shall have the right to terminate this Agreement by delivering written notice to Seller within ten (10) days after the date the last environmental site assessment is performed, whereupon the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer.

e. Inspection. Buyer and its agents shall, at their own risk and expense, until thirty (30) days after the Effective Date of this Agreement (the “Inspection Period”), have the right

and privilege to enter upon any portion of the Property and Easement Area to inspect, examine, survey and otherwise perform or conduct such tests, inspections, studies, audits, or other evaluations as Buyer may deem necessary in conjunction with Buyer's acquisition of the Property and Easement Area, including, but not limited to, final determination of wetlands, environmental testing, and an engineering feasibility study which may include topographic surveys, as may be required by Buyer to determine the physical characteristics of the Property and Easement Area. Following Buyer's inspection of the Property and Easement Area, Buyer shall restore such land to its original condition, normal wear and tear excepted. Subject to the provisions and limitations of Section 768.28, Florida Statutes, which are neither waived, expanded, or altered hereby, Buyer shall indemnify and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the Buyer's entry and inspections on the Property and Easement Area, unless caused by preexisting conditions of the Property or Easement Area or Seller's negligence. Buyer's indemnity set forth herein shall survive the Closing or the termination of this Agreement for one (1) year. Seller shall deliver to Buyer, within ten (10) days of the Effective Date, copies of all engineering studies, zoning information, soil investigations and reports, water and sewer studies, topographic maps, platting materials, site plans, permits, approvals, if any, and applications for permits and approvals, and any other materials presently in existence concerning the Property and Easement Area which materials are being delivered without any representation or warranty and will be returned by Buyer if this Agreement does not close. Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or Easement Area, or the operation thereof, furnished by any officer, agent, employee, servant or other person. Seller acknowledges that Buyer may conduct its own investigation regarding the Property and Easement Area and the accuracy of any representations and warranties of Seller contained herein. Seller authorizes Buyer to consult with Seller's attorneys, engineers, surveyors and other agents pertaining to the Property and Easement Area, at Buyer's expense, to consult those governmental agencies having jurisdiction over approvals or permits relating to the Property and Easement Area. In the event Buyer terminates this Agreement then Buyer shall deliver to Seller, without charge, copies of all non-proprietary surveys, reports, tests and studies Buyer obtained on the Property and Easement Area within seven (7) business days of the date of termination of this Agreement. Seller acknowledges and agrees that any such materials are delivered by Buyer without representation or warranty of any kind.

f. Insurance. Prior to entry on the Property or Easement Area by Buyer's agents or contractors, Buyer shall provide or cause its agents and contractors entering the Property or Easement Area to provide Seller with evidence of insurance written by companies licensed to do business in Florida, as follows: (i) general comprehensive public liability insurance for bodily injury, death or property damage, with minimum limits of \$2,000,000.00 for bodily injury or death for any one occurrence or accident, and \$1,000,000.00 for property damage for any one occurrence or accident; (ii) workers compensation in complete compliance with all federal and state laws; and (iii) comprehensive automobile liability (owned, non-owned, hired), which coverage shall be not less than \$500,000.00. Certificates of such insurance coverage shall be furnished to Seller before Buyer's agents or contractors enter the Property or Easement Area. These certificates shall provide that the insurer shall endeavor to give thirty (30) days written notice to Seller prior to change or cancellation of any policy. Seller shall be named as an additional insured under each policy carried pursuant to this paragraph (other than workers compensation). Each such policy carried shall be

primary, whether or not Seller has other collectable insurance.

If any inspections disclose matters unsatisfactory to Buyer in Buyer's sole and absolute discretion, Buyer may cancel this Agreement and, if such cancellation occurs on or before the expiration of the Inspection Period, receive a refund of the Earnest Money. In the event that Buyer does not terminate this Agreement prior to the end of the Inspection Period, then the Earnest Money shall be deemed non-refundable to Buyer (but fully applicable against the Purchase Price) unless this Agreement is terminated under the following circumstances (each, a "Refundability Event"), subject to the notice and cure provisions contained within Section 6a of this Agreement:

i. Seller defaults hereunder and Buyer elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 6;

ii. the title defects and objections of Buyer are not removed by Seller in accordance with Section 3 and Buyer elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 3;

iii. Buyer determines the Property or Easement Area is not acceptable after review of environmental site assessments and Buyer elects to terminate the Agreement and receive a return of the Earnest Money pursuant to Section 3(d); or

iv. in the event there is any material adverse environmental condition of the Property or Easement Area arising subsequent to the Inspection Period, but prior to the Closing.

g. Buyer Approval Contingency. This Agreement and purchase is wholly contingent upon Buyer being able to obtain approval from Buyer's Board of Directors and/or Buyer's Awards Committee for the purchase of the Property and the Easement Area. It is understood that Buyer shall notify Seller within forty-five (45) days after the Effective Date of this Agreement if such approval(s) have been obtained. If the approval(s) are obtained, this Agreement shall continue in full force and effect. If the approvals are not obtained, Buyer shall notify Seller promptly in writing, in which case this Agreement shall terminate and Escrow Agent is irrevocably instructed to return the Earnest Money to Buyer.

4. Conveyance Documents.

a. Seller shall convey to Buyer good and insurable title to the Property in fee simple by transferable and recordable fee simple special warranty deed in the form attached hereto as Exhibit B, free and clear of all liens and encumbrances, except such matters appearing in the Commitment which Buyer has approved or accepted as title exceptions.

b. Seller shall convey the Easement Area to Buyer pursuant to a Grant of Easement in the form attached hereto as Exhibit C.

5. Casualty and Eminent Domain. Risk of any casualty to or loss of the Property or Easement Area occurring prior to Closing shall be borne by Seller. Notwithstanding the foregoing, if all or any portion of the Property or Easement Area or access thereto shall be damaged by fire or other casualty or taken by public authority, or notice of such proposed taking be obtained prior

to Closing, then Seller shall provide immediate written notice thereof to Buyer and, at Buyer's option, (i) Buyer may terminate this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination and the Earnest Money shall be returned to Buyer, or (ii) Buyer may consummate the sale, pay the full Purchase Price and have assigned to it all claims and right of recovery for such casualty or taking. Buyer shall make election in writing within ten (10) days after Seller shall have notified Buyer in writing of such taking or proposed taking or casualty damage and the Closing shall be extended if necessary to accommodate this notice period.

6. Default and Remedies.

a. Notice of Default. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same. The defaulting party shall have ten (10) business days from the receipt of such notice to cure the default. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure such default, the non-defaulting party shall be entitled to pursue its remedies as set forth in this Section 6 below, as applicable.

b. Remedies of Seller. If Buyer shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Buyer, Seller shall as its sole remedy, retain the Earnest Money as liquidated damages and this Agreement shall be canceled.

c. Remedies of Buyer. If Seller shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Seller, Buyer may terminate this Agreement in which case the Escrow Agent is irrevocably instructed to return the Earnest Money to Buyer, and this Agreement shall be canceled. In the alternative, Buyer may pursue an action for specific performance of this Agreement.

7. Real Estate Commission. Both parties represent and warrant to the other that it has not entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of this Agreement or the Closing of the Property and Easement Area. Each party hereby agrees to indemnify, defend and hold harmless the other party from any and all claims, demands or the cost and expense of, including reasonable attorneys' fees, arising out of any brokerage commission or fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Agreement based upon any agreement alleged to have been made or other action alleged to have been taken by the indemnifying party. This indemnification shall survive the Closing of the Property and Easement Area or the termination of this Agreement.

8. No Representations or Warranties by Seller; Acceptance of Property.

a. Disclaimer. Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties (other than the warranty of title as set out in the special warranty deed, as described below), promises,

covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property and Easement Area, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property and Easement Area, (c) the suitability of the Property and Easement Area for any and all activities and uses which Buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property and Easement Area, (f) the manner or quality of the construction or materials, if any, incorporated into the Property and Easement Area, (g) the manner, quality, state of repair or lack of repair of the Property and Easement Area, or (h) any other matter with respect to the Property and Easement Area, and specifically, that Seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land uses laws, rules, regulations, orders or requirements, including the existence in or on the Property and Easement Area of "Hazardous Materials" (as defined below). Buyer further acknowledges and agrees that having been given the opportunity to inspect the Property and Easement Area, Buyer is relying solely on its own investigation of the Property and Easement Area and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property and Easement Area was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property and Easement Area, or the operation thereof, furnished by any officer, agent, employee, servant or other person. Buyer further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property and Easement Area as provided for herein is made on an "as is" condition and basis with all faults. The provisions of this Section 8 shall survive the Closing.

b. Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. '9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. '6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. '2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under "Environmental Requirements" (as hereinafter defined) or the common law, or any other applicable laws relating to the Property and Easement Area. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property and Easement Area, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the

Property and Easement Area or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property and Easement Area or adjacent property; or (C) which, if it emanated or migrated from the Property and Easement Area, could constitute a trespass.

c. Environmental Requirements. Environmental Requirements shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property and Easement Area is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property and Easement Area, the Property and Easement Area, or the use of the Property and Easement Area, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

9. Intentionally Deleted

10. Closing. The consummation of the transaction contemplated hereby for the purchase of the Property and Easement Area (the "Closing") shall take place on or before thirty (30) days after expiration of the Inspection Period. The Closing shall take place at the offices of Escrow Agent, by mail-away, or at such other place as may be mutually selected by Buyer and Seller.

11. Documents to be Delivered at Closing. On or before Closing, Seller shall deliver to Buyer the following documents:

a. Special Warranty Deed conveying to Buyer fee simple title to the Property, in the form attached hereto as Exhibit B;

b. Grant of Easement conveying to Buyer the Easement Area, in the form attached hereto as Exhibit C;

c. Affidavit of Seller in form reasonably satisfactory to Buyer and the Title Insurer, evidencing that there have been no improvements or repairs made to the Property and Easement Area within ninety (90) days preceding the Closing, and sufficient in form and content to cause the Title Insurer to eliminate any exception for mechanics liens from the title policy. Such affidavit shall also evidence that Seller is in sole possession of the Property and Easement Area, and shall contain a certification that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code and such other certifications as may be sufficient for the Title Insurer to insure the "gap" at Closing;

d. A properly completed and executed beneficial interest affidavit and disclosure statement as required by Section 286.23, Florida Statutes, if applicable;

e. Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

12. Possession. Possession of the Property and Easement Area shall be delivered to Buyer at Closing.

13. Closing Costs.

a. At Closing, Buyer shall pay for (i) recording fees of the special warranty deed and Easement; (ii) all engineering and environmental studies obtained by Buyer, pursuant to Section 3(e), if any; (iii) Buyer's attorneys' fees; (iv) the Survey; (v) environmental site assessments described in Section 3(d); (vi) the owner's title policy issued pursuant to the Commitment described in Section 3(b); and (vii) any other costs associated with Closing not specifically assigned to Seller herein

b. At Closing, Seller shall pay for (i) Seller's attorneys' fees; (ii) documentary stamp taxes on the special warranty deed; and (iii) recording fees for curative title documents

14. Taxes and Assessments. All real estate taxes and assessments which are or which may become a lien against the Property shall be satisfied of record by Seller at Closing. In the event the Buyer acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the tax collector an amount equal to the current taxes prorated to the date of Closing, based upon the current assessment and millage rates on the Property. In the event the Buyer acquires fee title to the Property on or after November 1, Seller shall pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable by the tax collector.

15. Notices. Any notice, demand, consent, authorization, request, approval or other communication (collectively, "Notice") that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such notice, and (i) delivered personally to the other party or (ii) sent by express 24-hour guaranteed courier or delivery service, (iii) by email, or (iv) certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as any party may by Notice to the other specify):

To Buyer:	JEA, Real Estate 21 W. Church Street (CC-6) Jacksonville, Florida 32202 Attention: Brandon Traub Email: traubl@jea.com
With copy to:	Brian Dawes Edwards Cohen 200 W. Forysth St., Suite 1300 Jacksonville, Florida 32202 Email: bdawes@edcolaw.com
To Seller:	Mattamy Jacksonville LLC 7800 Belfort Parkway, Suite 195

Jacksonville, Florida 32256
Attention: DJ Smith
Email: dj.smith@mattamycorp.com

With Copy to: Mattamy Jacksonville LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attention: Chelsea C. Vanadia
Email: Chelsea.vanadia1@mattamycorp.com

To Escrow Agent: Brian Dawes
Edwards Cohen
200 W. Forysth St., Suite 1300
Jacksonville, Florida 32202
Email: bdawes@edcolaw.com

Notice shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

16. State Required Disclosure. The following disclosure is required to be made by the laws of the State of Florida if the Property and Easement Area are located within the State of Florida:

“RADON GAS” Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guideline have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.”

17. Governing Law. The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida.

18. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

19. Captions. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

20. Assignment. Buyer shall have no right to assign this Agreement without Seller’s prior written consent.

21. Time is of the Essence. Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is

extended to the next business day.

22. Interpretation. Should any of the provisions of this Agreement require interpretation, the party or parties interpreting or construing the same shall not apply a presumption that the terms herein shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties participated in the preparation hereof.

23. Governmental Permits and Approvals. If, at any time during the Inspection Period, Buyer determines that it will be unable to obtain any federal, state or local governmental permits or approvals required for its intended use of the Property and Easement Area, Buyer may terminate this Agreement by providing written notice thereof to Seller and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer.

24. Intentionally deleted.

25. Escrow Provisions. It is agreed that the duties of Escrow Agent with respect to the Earnest Money are only as herein specifically provided and purely ministerial in nature, and Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, as long as Escrow Agent has acted in good faith. Buyer and Seller each release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder, except the parties shall not release Escrow Agent from willful misconduct or gross negligence. Escrow Agent is acting as stakeholder only with respect to the Earnest Money and any other monies or documents to the extent delivered to Escrow Agent pursuant to this Agreement. Escrow Agent agrees that at such time as either party alleges that there is a default entitling the other party to the Earnest Money or a document, then Escrow Agent shall send notice to Seller and Buyer advising that the other party has made demand on Escrow Agent for such Earnest Money or document. If the party alleged to be in default does not dispute Escrow Agent disbursing the Earnest Money or document within ten (10) business days of receipt of notice that Escrow Agent intends to disburse the Earnest Money or document or Escrow Agent notifies the parties that it intends to disburse a portion of the Earnest Money or a document and neither of the parties disputes such disbursement within five (5) business days after written notice that Escrow Agent intends to disburse all or a portion of such Earnest Money or the document, then Escrow Agent is authorized to disburse the Earnest Money or document as set forth in Escrow Agent's notice. If there is any valid dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or the cash or documents to close or as to whom the Earnest Money, or cash or documents to close is to be delivered, Escrow Agent shall not make any delivery, but in such event, Escrow Agent shall hold same until receipt by it of an authorization in writing, directing the disposition of same executed by Buyer and Seller or in the absence of such authorization, Escrow Agent shall hold the Earnest Money and/or the cash or documents to close until final determination of the rights of the parties in the appropriate proceedings. If such written authorization is not given or proceedings for such determination are not begun within thirty (30) days of written demand by Escrow Agent to Seller and Buyer and diligently continued, Escrow Agent may bring an appropriate action or

proceeding to interplead such deposits or documents. Any such interpleader action must be brought in the County in which the Property and Easement Area are located. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined to have wrongfully disputed Escrow Agent's authority to disburse. Upon making delivery of the Earnest Money and/or the cash or documents to close, Escrow Agent shall have no further liability unless such delivery constituted willful misconduct or gross negligence. The provisions of this Section shall survive Closing or any earlier termination of this Agreement.

26. Execution and Counterparts. To facilitate execution, the parties hereto agree that this Agreement and any amendments hereto may be executed and electronically mailed or faxed to the other party and that the executed telecopy or electronic mail copy shall be binding and enforceable as an original. This Agreement and any amendment hereto may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

27. Jury Trial Waiver. Seller and Buyer each knowingly, voluntarily and intentionally waive any right any such party may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement including any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Agreement. Seller and Buyer have specifically discussed and negotiated for this waiver and understand the legal consequences of it.

28. Caveat. DESPITE ANYTHING APPARENTLY TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS AGREEMENT SHALL NOT BE A VALID OR ENFORCEABLE OBLIGATION OF SELLER UNLESS AND UNTIL IT IS EXECUTED BY A DIVISION VICE PRESIDENT OF SELLER, AND, IN ADDITION, BY A REGIONAL/NATIONAL PRESIDENT/VICE PRESIDENT OF SELLER. LIKEWISE, NO AMENDMENT TO THIS AGREEMENT SHALL BIND SELLER UNLESS AND UNTIL IT HAS BEEN FULLY EXECUTED ON BEHALF OF SELLER IN ACCORDANCE WITH THE FOREGOING REQUIREMENTS.

29. Contingency. This Agreement is contingent upon Seller obtaining written approval of this Agreement from Seller's affiliated capital asset committee within fifteen (15) days of the Effective Date ("Seller's Approval"). If notice of Seller's Approval is not delivered to Buyer within fifteen (15) days of the Effective Date, this Agreement shall terminate and the Deposit shall be returned to Buyer, and the parties will be relieved of all further obligations hereunder, except for any obligation that survives termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, Buyer and Seller have caused these presents to be signed in their names on the day and year set forth below.

BUYER:

JEA, a body politic and corporate

By: Michael Corbitt
Michael Corbitt
Director, Real Estate Services

Date: 5/19/2023

SELLER:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

By: Cliff Nelson
Print: CLIFF NELSON
Title: V.P.

Date: 5/18/23

AND

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

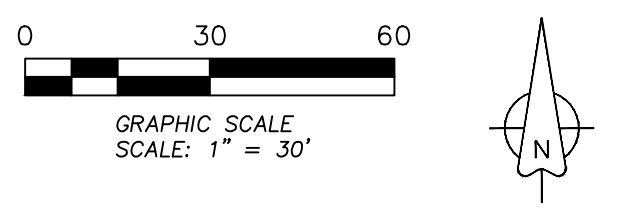
By: _____
Print: _____
Title: _____

Date: _____

EXHIBIT A-1

DESCRIPTION OF PROPERTY

FOUND 6" x 6" CONCRETE MONUMENT WITH 5/8" REBAR



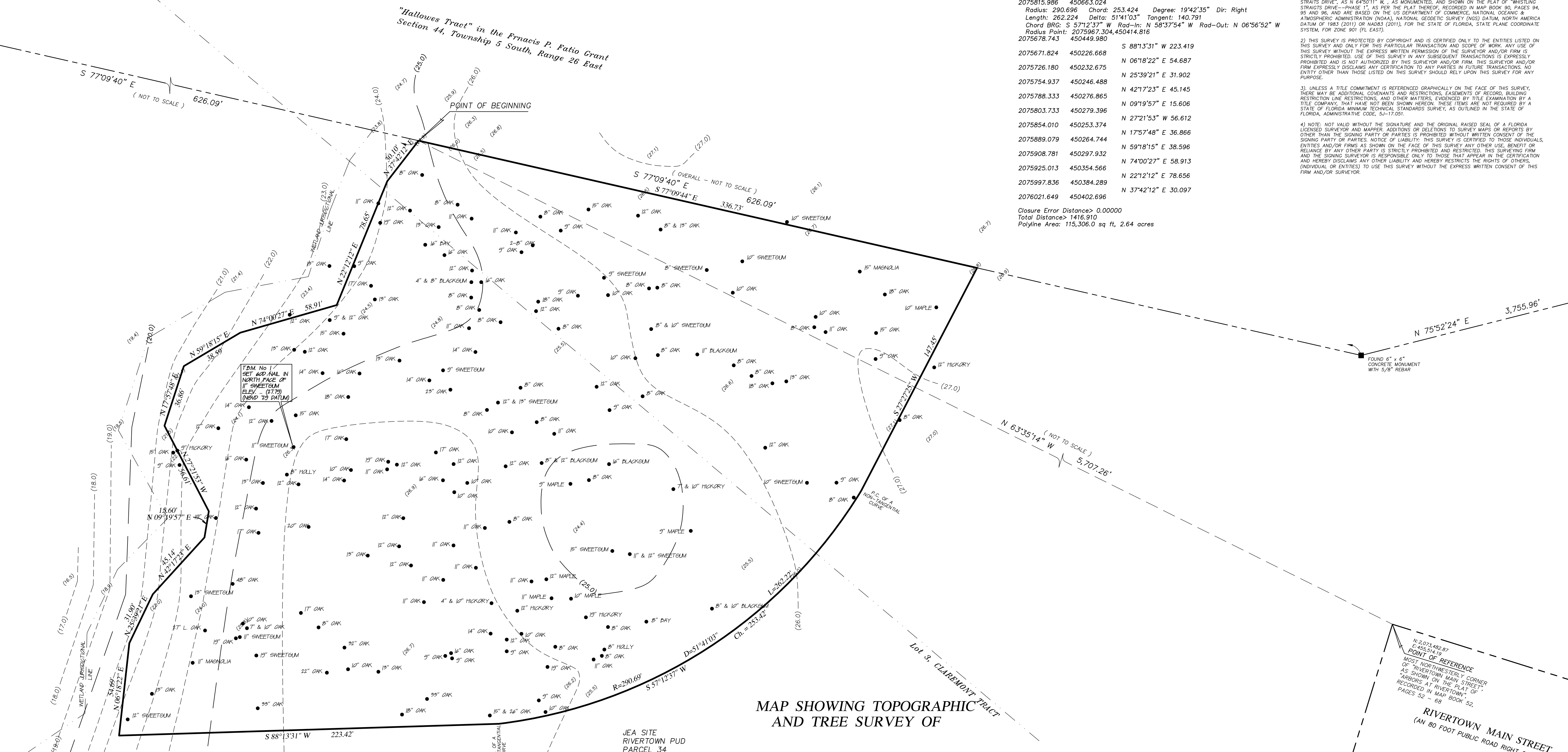
RIVEROWN
PARCEL 34
JEA REUSE
Closure Report
Fri May 22 10:11:37 2020

Northing	Easting	Bearing	Distance
2076021.649	450402.696	S 77°09'44" E	336.733
2075946.829	450731.011	S 27°27'25" W	147.452
2075815.986	450663.024	Radius: 290.696 Chord: 253.424 Degree: 19°42'35" Dir: Right	
		Length: 262.224 Delta: 51°41'03" Tangent: 140.791	
		Chord BRG: S 57°12'37" W Rad-In: N 58°37'54" W Rad-Out: N 06°56'52" W	
2075678.743	450449.980	Radius Point: 2075967.304, 450414.816	
2075671.824	450226.668	S 88°13'31" W	223.419
2075726.180	450232.675	N 06°18'22" E	54.687
2075754.937	450246.488	N 25°39'21" E	31.902
2075788.333	450276.865	N 42°17'23" E	45.145
2075803.733	450279.396	N 09°19'57" E	15.606
2075854.010	450253.374	N 27°21'53" W	56.612
2075889.079	450264.744	N 17°57'48" E	36.866
2075908.781	450297.932	N 59°18'15" E	38.596
2075925.013	450354.566	N 74°00'27" E	58.913
2075997.836	450384.289	N 22°12'12" E	78.656
2076021.649	450402.696	N 37°42'12" E	30.097

GENERAL NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY RIGHT OF WAY LINE OF "WHISTLING STRAITS DRIVE", AS N 64°50'11" W, AS MONUMENTED, AND SHOWN ON THE PLAT OF "WHISTLING STRAITS DRIVE—PHASE 1", AS PER THE PLAT THEREOF, RECORDED IN MAP BOOK 80, PAGES 94, 95 AND 96, AND ARE BASED ON THE US DEPARTMENT OF COMMERCE, NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA), NATIONAL GEODETIC SURVEY (NAD83) DATUM, NORTH AMERICA DATUM OF 1983 (2011) OR NAD83 (2011), FOR THE STATE OF FLORIDA, STATE PLANE COORDINATE SYSTEM, FOR ZONE 901 (FL EAST).
- 2) THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE ENTITIES LISTED ON THIS SURVEY AND ONLY FOR THIS PARTICULAR TRANSACTION AND SCOPE OF WORK. ANY USE OF THIS SURVEY WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE SURVEYOR AND/OR FIRM IS STRICTLY PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTIONS IS EXPRESSLY PROHIBITED AND IS NOT AUTHORIZED BY THIS SURVEYOR AND/OR FIRM. THIS SURVEYOR AND/OR FIRM EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS; NO ENTITY OTHER THAN THOSE LISTED ON THIS SURVEY SHOULD RELY UPON THIS SURVEY FOR ANY PURPOSE.
- 3) UNLESS A TITLE COMMITMENT IS REFERENCED GRAPHICALLY ON THE FACE OF THIS SURVEY, THERE MAY BE ADDITIONAL COVENANTS AND RESTRICTIONS, EASEMENTS OF RECORD, BUILDING RESTRICTION LINE RESTRICTIONS, AND OTHER MATTERS, EXISTING BY TITLE EXAMINATION BY A TITLE COMPANY, THAT HAVE NOT BEEN SHOWN HEREON. THESE ITEMS ARE NOT REQUIRED BY A STATE OF FLORIDA MINIMUM TECHNICAL STANDARDS SURVEY, AS OUTLINED IN THE STATE OF FLORIDA, ADMINISTRATIVE CODE, 59-17.051.
- 4) NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS, ENTITIES AND/OR FIRMS AS SHOWN ON THE FACE OF THIS SURVEY. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. THIS SURVEYING FIRM AND THE SIGNING SURVEYOR IS RESPONSIBLE ONLY TO THOSE THAT APPEAR IN THE CERTIFICATION AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF OTHERS. (INDIVIDUAL OR ENTITIES) TO USE THIS SURVEY WITHOUT THE EXPRESS WRITTEN CONSENT OF THIS FIRM AND/OR SURVEYOR.

Closure Error Distance: 0.00000
Total Distance: 1416.910
Polyline Area: 115,306.0 sq ft, 2.64 acres



MAP SHOWING TOPOGRAPHIC AND TREE SURVEY OF

JEA SITE
RIVERTOWN PUD
PARCEL 34

A PARCEL OF LAND, BEING A PORTION OF LOT 2, CLAREMONT TRACT, AND A PORTION OF THE "HALLOWES TRACT", ALL LYING WITHIN THE FRANCOIS P. FATIO GRANT, SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHWESTERLY CORNER OF "RIVERTOWN MAIN STREET", AN 80 FOOT PUBLIC ROAD RIGHT OF WAY, AS PER "ARBORS AT RIVERTOWN", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 52, PAGES 52 THROUGH 68 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, NORTH 63°35'14" WEST, A DISTANCE OF 5,707.26 FEET, TO A POINT, LYING ON THE MONUMENTED NORTHERLY BOUNDARY LINE OF THE "RIVERTOWN PUD 2019-16, AND ALSO BEING THE MONUMENTED SOUTHERLY BOUNDARY LINE OF A TRACT OF LAND FORMERLY OWNED BY THE UNITED STATES OF AMERICA, (ACQUIRED BY CONDEMNATION SUIT 602-J CIVIL), AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THIS DESCRIBED, RUN THENCE, SOUTH 77°09'44" EAST, ALONG THE AFORESAID MONUMENTED NORTHERLY BOUNDARY LINE OF THE "RIVERTOWN PUD 2019-16, AND ALSO BEING THE MONUMENTED SOUTHERLY BOUNDARY LINE OF A TRACT OF LAND FORMERLY OWNED BY THE UNITED STATES OF AMERICA, (ACQUIRED BY CONDEMNATION SUIT 602-J CIVIL), A DISTANCE OF 336.73 FEET, TO A POINT; RUN THENCE, SOUTH 27°27'25" WEST, A DISTANCE OF 147.45 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE, OF A CURVE LEADING SOUTHWESTERLY; RUN THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 290.69 FEET, THROUGH A CENTRAL ANGLE OF 51°41'03" TO THE RIGHT, AN ARC DISTANCE OF 262.22 FEET, TO THE POINT OF TANGENCY OF A NON-TANGENTIAL CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°12'37" WEST, 253.42 FEET; RUN THENCE, SOUTH 88°13'31" WEST, A DISTANCE OF 223.42 FEET, TO A POINT; RUN THENCE, NORTH 06°18'22" EAST, A DISTANCE OF 54.69 FEET, TO A POINT; RUN THENCE, NORTH 25°39'21" EAST, A DISTANCE OF 31.90 FEET, TO A POINT; RUN THENCE, NORTH 42°17'23" EAST, A DISTANCE OF 45.14 FEET, TO A POINT; RUN THENCE, NORTH 09°19'57" EAST, A DISTANCE OF 15.60 FEET, TO A POINT; RUN THENCE, NORTH 27°21'53" WEST, A DISTANCE OF 56.61 FEET, TO A POINT; RUN THENCE, NORTH 17°57'48" EAST, A DISTANCE OF 36.86 FEET, TO A POINT; RUN THENCE, NORTH 59°18'15" EAST, A DISTANCE OF 38.59 FEET, TO A POINT; RUN THENCE, NORTH 74°00'27" EAST, A DISTANCE OF 58.91 FEET, TO A POINT; RUN THENCE, NORTH 22°12'12" EAST, A DISTANCE OF 78.65 FEET, TO A POINT; RUN THENCE, NORTH 37°42'12" EAST, A DISTANCE OF 30.10 FEET, TO THE AFORESAID POINT ON THE MONUMENTED NORTHERLY BOUNDARY LINE OF THE "RIVERTOWN PUD 2019-16" THE POINT OF BEGINNING.

THE LANDS THIS DESCRIBED CONTAINS 115,306 SQUARE FEET OR 2.64 ACRES, MORE OR LESS, IN AREA.

Approximate location of Lot 3, CLAREMONT TRACT, as graphically shown on previous surveys by Ellis, Curtis & Kooker and State of Florida State Road Department R/W map for State Road 13

Job No. 49690
Field Date: April 30, 2020
Map Date: May 18, 2020
Field Book: None
Cad File name: 49690 JEA Site Parcel 34.Dwg

Prepared by:
A & J Land Surveyors, Inc.
5847 Luella Street
Jacksonville, Florida 32207
T 904.346.1733
F 904.346.1736

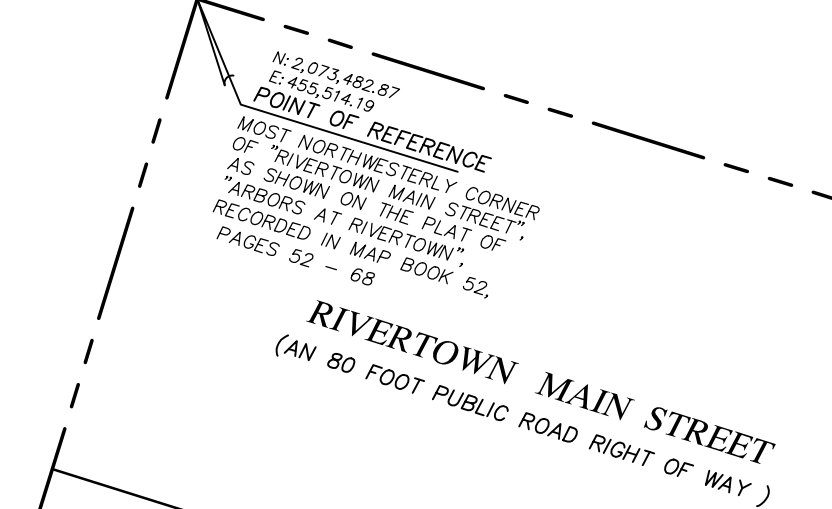


EXHIBIT A-2

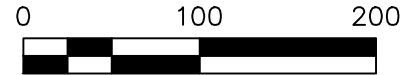
DESCRIPTION OF EASEMENT AREA

MAP SHOWING SKETCH OF

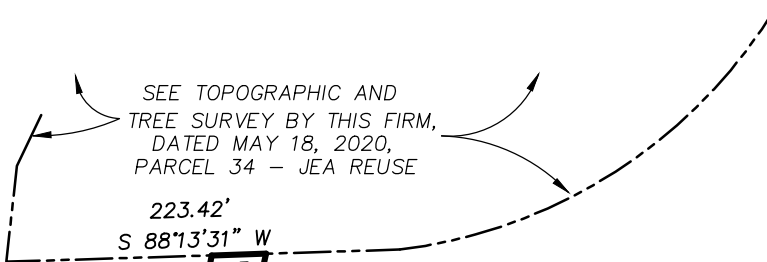
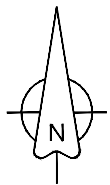
A 30 FOOT WIDE EASEMENT TO JEA, OVER A PORTION OF LOT 3, "CLAREMONT TRACT, LYING WITHIN A PORTION OF THE HALLOWES TRACT, LYING WITHIN A PORTION OF THE "FRANCIS P. FATIO" GRANT, SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

CURVE TABLE FOR JEA EASEMENT

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	187.00'	54°34'46"	178.13'	N 18°23'34" E	171.48'
C2	213.00'	19°56'54"	74.16'	N 01°04'37" E	73.78'
C3	183.00'	22°05'47"	70.57'	S 02°09'04" W	70.14'
C4	217.00'	54°34'46"	206.71'	S 18°23'34" W	198.98'



GRAPHIC SCALE
SCALE: 1" = 100'



Approximate location of Lot 3, CLAREMONT TRACT, as graphically shown on previous surveys by Ellis, Curtis & Kooker and State of Florida, State Road Department R/W Map for State Road 13

LINE TABLE FOR JEA EASEMENT

LINE	BEARING	DISTANCE
L1	N 44°19'04" W	30.00'
L2	N 45°40'56" E	54.33'
L3	N 88°13'31" E	30.90'
L4	S 45°40'56" W	54.33'

JONATHON B. BOWAN
STATE OF FLORIDA
REGISTERED LAND SURVEYOR
CERTIFICATE No. 4600

JOB No. 52930
MAP DATE: JULY 7, 2021
CAD FILE NAME:
RIVERTOWN\JEA REUSE TANK
SITE\JEA EASEMENT.Dwg

"Hallowes Tract", lying within a portion of the "Francis P. Fatio Grant", Section 44, Township 5 South, Range 26 East

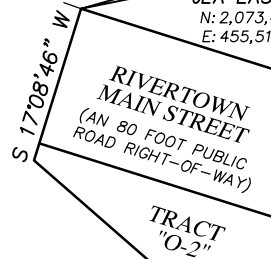
POINT OF BEGINNING
JEA EASEMENT
N: 2,075,379.52
E: 450,269.70

RIVERTOWN
MAIN STREET
(A PROPOSED PUBLIC
ROAD RIGHT-OF-WAY)

(NOT TO SCALE)
N 70°07'03" W 5,576.92'

MOST NORTHWESTERLY CORNER OF
"RIVERTOWN MAIN STREET" AS SHOWN
ON THE PLAT OF "ARBORS AT
RIVERTOWN", RECORDED IN MAP BOOK
101, PAGES 52-68

POINT OF REFERENCE
JEA EASEMENT
N: 2,073,482.87
E: 455,514.19



Prepared by
A & J Land Surveyors, Inc.
5847 Luella Street
Jacksonville, Florida 32207
T 904.346.1733
F 904.346.1736

MAP SHOWING SKETCH OF

A 30 FOOT WIDE EASEMENT TO JEA, OVER A PORTION OF LOT 3, "CLAREMONT TRACT, LYING WITHIN A PORTION OF THE HALLOWES TRACT, LYING WITHIN A PORTION OF THE "FRANCIS P. FATIO" GRANT, SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

RIVERTOWN
JEA EASEMENT TO JEA REUSE
TANK SITE (PARCEL 34)

Closure Report
Wed Jul 07 16:36:18 2021

Northing	Eastng	Bearing	Distance
2075379.524	450269.698		
		N 44°19'04" W	30.000
2075400.988	450248.739		
		N 45°40'56" E	54.329
2075438.944	450287.610		
Radius: 187.000 Chord: 171.475 Degree:			
30°38'22" Dir: Left			
Length: 178.134 Delta: 54°34'46" Tangent: 96.475			
Chord BRG: N 18°23'34" E Rad-In: N 44°19'04" W			
Rad-Out: S 81°06'11" W			
Radius Point: 2075572.738,450156.965			
2075601.660	450341.715		
Radius: 213.000 Chord: 73.785 Degree:			
26°53'58" Dir: Right			
Length: 74.158 Delta: 19°56'54" Tangent: 37.458			
Chord BRG: N 01°04'37" E Rad-In: N 81°06'11" E			
Rad-Out: S 78°56'56" E			
Radius Point: 2075634.602,450552.152			
2075675.431	450343.102		
N 88°13'31" E 30.900			
2075676.388	450373.986		
Radius: 183.000 Chord: 70.138 Degree:			
31°18'33" Dir: Left			
Length: 70.575 Delta: 22°05'47" Tangent: 35.731			
Chord BRG: S 02°09'04" W Rad-In: S 76°48'03" E			
Rad-Out: N 81°06'11" E			
Radius Point: 2075634.602,450552.152			
2075606.299	450371.354		
Radius: 217.000 Chord: 198.985 Degree:			
26°24'13" Dir: Right			
Length: 206.712 Delta: 54°34'46" Tangent: 111.953			
Chord BRG: S 18°23'34" W Rad-In: S 81°06'11" W			
Rad-Out: N 44°19'04" W			
Radius Point: 2075572.738,450156.965			
2075417.480	450308.569		
S 45°40'56" W 54.329			
2075379.524	450269.698		

Closure Error Distance> 0.00000
Total Distance> 699.137
Polyline Area: 9,573.4 sq ft, 0.21 acres

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY TERMINUS OF "RIVERTOWN MAIN STREET", AS SOUTH 17°08'46" WEST, AS MONUMENTED AND ARE BASED ON THE U.S. DEPARTMENT OF COMMERCE, NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA), NATIONAL GEODETIC SURVEY (NGS) DATUM, NORTH AMERICA DATUM OF 1983 (2011) OR NAD83 (2011), FOR THE STATE OF FLORIDA, STATE PLANE COORDINATE SYSTEM, FOR ZONE 901(FL EAST), AND AS SHOWN ON THE PLAT OF "ARBORS AT RIVERTOWN", AS RECORDED IN MAP BOOK 101, PAGES 52 THROUGH 68 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

2) THIS SKETCH IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE ENTITIES LISTED ON THIS SKETCH AND ONLY FOR THIS PARTICULAR TRANSACTION AND SCOPE OF WORK. ANY USE OF THIS SKETCH WITHOUT THE EXPRESS WRITTEN PERMISSION OF THIS SURVEYOR AND/OR FIRM IS STRICTLY PROHIBITED. USE OF THIS SKETCH IN ANY SUBSEQUENT TRANSACTION(S) IS EXPRESSLY PROHIBITED AND IS NOT AUTHORIZED BY THIS SURVEYOR AND/OR FIRM. THIS SURVEYOR AND/OR FIRM EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO ENTITY OTHER THAN THOSE LISTED ON THIS SKETCH SHOULD RELY UPON THIS SURVEY FOR ANY PURPOSE.

3) UNLESS A TITLE COMMITMENT IS REFERENCED GRAPHICALLY ON THE FACE OF THIS SURVEY/SKETCH, THERE MAY BE ADDITIONAL COVENANTS AND RESTRICTIONS, EASEMENTS OF RECORD, BUILDING RESTRICTION/SETBACK LINES RESTRICTIONS, AND OTHER MATTERS, EVIDENCED BY TITLE EXAMINATION BY A TITLE COMPANY, THAT HAVE NOT BEEN SHOWN HEREON. THESE ITEMS ARE NOT REQUIRED OR A PART OF A STATE OF FLORIDA MINIMUM TECHNICAL STANDARDS SURVEY, AS OUTLINED IN THE STATE OF FLORIDA, ADMINISTRATIVE CODE, 5J-17.051.

4) NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND/OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OF PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

4) NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS, ENTITIES AND/OR FIRMS AS SHOWN ON THE FACE OF THIS SURVEY. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. THIS SURVEYING FIRM AND THE SIGNING SURVEYOR IS RESPONSIBLE ONLY TO THOSE THAT APPEAR IN THE CERTIFICATION AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF OTHERS, (INDIVIDUAL OR ENTITIES) TO USE THIS SURVEY WITHOUT THE EXPRESS WRITTEN CONSENT OF THIS FIRM AND/OR SURVEYOR.

6) THIS MAP DOES NOT REPRESENT A "BOUNDARY" SURVEY, AS PER THE CURRENT FLORIDA STATUTES, REGARDING THE STATE OF FLORIDA, MINIMUM TECHNICAL STANDARDS.

7) THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL DRAWING, THEREFORE THE GRAPHIC SCALE SHOULD BE UTILIZED TO DETERMINE IF THIS MAP IS TO THE ORIGINAL SIZE AND SCALE.

Prepared by
A & J Land Surveyors, Inc.
5847 Luella Street
Jacksonville, Florida 32207
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F 904.346.1736

MAP SHOWING SKETCH OF

JEA EASEMENT TO REUSE SITE
RIVERTOWN DEVELOPMENT

LEGAL DESCRIPTION

A 30 FOOT WIDE EASEMENT TO JEA, OVER A PORTION OF LOT 3, "CLAREMONT TRACT, LYING WITHIN A PORTION OF THE HALLOWES TRACT, LYING WITHIN A PORTION OF THE "FRANCIS P. FATIO" GRANT, SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA, SAID 30 FOOT WIDE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHWESTERLY CORNER OF "RIVERTOWN MAIN STREET", AN 80 FOOT PUBLIC ROAD RIGHT-OF-WAY, AS SHOWN ON THE PLAT OF "ARBORS AT RIVERTOWN", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 101, PAGES 52 THROUGH 68 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, NORTH 70°07'03" WEST, A DISTANCE OF 5,576.92 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE, NORTH 44°19'04" WEST, A DISTANCE OF 30.00 FEET, TO A POINT; RUN THENCE, NORTH 45°40'56" EAST, A DISTANCE OF 54.33 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHERLY; RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 187.00 FEET, THROUGH A CENTRAL ANGLE OF 54°34'46" TO THE LEFT, AN ARC DISTANCE OF 178.13 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONTINUING NORTHERLY, LAST SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 18°23'34" EAST, 171.48 FEET; RUN THENCE, NORTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 213.00 FEET, THROUGH A CENTRAL ANGLE OF 19°56'54" TO THE RIGHT, AN ARC DISTANCE OF 74.16 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01°04'37" EAST, 73.78 FEET; RUN THENCE, NORTH 88°13'31" EAST, A DISTANCE OF 30.90 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING SOUTHERLY; RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 183.00 FEET, THROUGH A CENTRAL ANGLE OF 22°05'47" TO THE LEFT, AN ARC DISTANCE OF 70.57 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE, CONTINUING SOUTHERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°09'04" WEST, 70.14 FEET; RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 217.00 FEET, THROUGH A CENTRAL ANGLE OF 54°34'46" TO THE RIGHT, AN ARC DISTANCE OF 206.71 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°23'34" WEST, 198.98 FEET; RUN THENCE, SOUTH 45°40'56" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 54.33 FEET, TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 9,573 SQUARE FEET, OR 0.21 ACRES, MORE OR LESS, IN AREA.

Prepared by

A & J Land Surveyors, Inc.
5847 Luella Street
Jacksonville, Florida 32207
T 904.346.1733
F 904.346.1736

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

EXHIBIT C

FORM OF GRANT OF EASEMENT

Prepared by and return to:
Brian Dawes
Edwards Cohen
200 W. Forsyth St., Suite 1300
Jacksonville, FL 32202

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (“Agreement”) is made effective as of the ____ day of _____, 2023 (the “Effective Date”), by **MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company (“Grantor”), whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, in favor of **JEA**, a body politic and corporate (“Grantee”), whose address is 21 W. Church Street (CC-6), Jacksonville, Florida 32202 (with Grantor and Grantee sometimes referred collectively as the “Parties” or individually as each “Party”).

RECITALS:

1. Grantor is the owner of the land shown on Exhibit A attached hereto and incorporated into this Agreement (the “Easement Area”).
2. Concurrently herewith, Grantee has acquired from Grantor fee simple title to the land described on Exhibit B attached hereto and incorporated into this Agreement (the “Benefited Property”).
3. In connection with the conveyance of the Benefited Property from Grantor to Grantee, the Parties desire to establish certain easements with respect to the Easement Area benefiting the Benefited Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Recitals**. The recitals above are true and correct and are incorporated herein by this reference.
2. **Easement**. Grantor hereby grants to Grantee and grants and establishes for the benefit of the Benefited Property, an unobstructed non-exclusive right of way and easement with the right, privilege, and authority to Grantee, its successors and assigns, to construct, operate, lay, maintain, improve, and/or repair, either above or below the surface of the ground, facilities and associated equipment for electrical, water reuse, water, sewer, fiber, communications, other public utilities, or quasi-utilities, either or all, on, along over, through, across, or under the Easement Area. The foregoing easement shall include the right of Grantee, its successors and assigns, of ingress and egress to and over the Easement Area, and to construct, maintain and use paved access improvements and drives, together also with the right and easements, privileges and appurtenances in and to the Easement Area which may be required for the enjoyment of the easement rights herein granted and established.

3. **Maintenance.** Subject to the further terms and conditions of this Agreement and except as otherwise set forth herein, Grantee shall be responsible at its sole cost and expense for maintaining the Easement Area including, but not limited to, all landscaping, pavement, access and/or utility improvements constructed and installed by Grantee therein, in a good, safe, and attractive condition, ordinary wear and tear excepted and subject to any casualty or any force majeure. Grantee shall keep the Easement Area in compliance with all applicable codes, statutes, rules and ordinances. Grantee shall be responsible for any and all repairs or damages caused by such Grantee or its permittees to the Easement Area. Grantor shall be responsible for any and all repairs or damages caused by such Grantor or its permittees to the Easement Area.

In the event the surface of the Easement Area is disturbed by Grantee's exercise of the easement rights herein granted, such area shall be restored to substantially the condition in which it existed as of the commencement of such activity; provided however that to the extent Grantee has consented to any permanent improvements within the Easement Area which are subject to applicable St. Johns County standards ("Standard"), Grantee shall only be required to make replacements in the same manner as specified in and in accordance with the then current Standard applicable to the improvement, as if within a public right-of-way.

4. **Restrictions.** The Easement Area shall be utilized by Grantee solely for the purposes set forth herein, on the terms and conditions set forth herein. Neither Grantee nor Grantor shall use the Easement Area in a manner that violates applicable laws or regulations or constitutes a hazard to the health, safety and/or welfare of the public (the "Applicable Laws"). Grantee shall not, and shall not permit any of its employees, agents, contractors, subcontractors, suppliers or invitees to, generate, manufacture or dispose of on or about the Easement Area any hazardous substance in violation of any Applicable Law, nor shall they block access to the Easement Area for any reason unless it is necessitated by an emergency.

5. **Insurance.** As long as this Agreement is in effect, Grantee shall maintain its status as a Florida self-insured entity.

6. **Use Indemnity.** Subject to the provisions and limitations of Section 768.28, Florida Statutes, Grantee, for itself and its successors and assigns, hereby covenants and agrees that it shall indemnify and hold Grantor, its successors and assigns (the "Grantor Indemnified Parties") harmless from and against any and all damages, loss, liability, charge, judgment, lien, penalty, cost or expense (including attorneys' fees) incurred by any of the Grantor Indemnified Parties as a result of or arising out of use of or access to the Easement Area by Grantee or any party by or through Grantee, except to the extent any of the above are attributable to the negligence or intentional misconduct of Grantor, the applicable Grantor Indemnified Party, or any other Grantor Indemnified Party.

7. **No Gift or Dedication to Public Use.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area or the surrounding Mattamy Property to the general public or for any public use or purpose whatsoever, it being the intention of the Parties that this Agreement is for the exclusive benefit of the Parties and their respective permitted users as described in this Agreement, and that nothing in this Agreement express or

implied, shall create a public right of way across the easement areas described herein or confer on any person or the general public, other than the permitted users as described in this Agreement, any rights or remedies under or by reason of this Agreement.

8. **Duration of Agreement.** All covenants, rights, and obligations granted, created, and declared in this Agreement shall exist in perpetuity for the benefit of the Benefitted Property and the Easement Area, respectively, and may not be changed, amended, modified, canceled, or terminated except by an instrument in writing executed by the Parties, and recorded among the public records of Duval County, Florida, or as otherwise set forth in this Agreement.

9. **Successors and Assigns.** The easements, covenants, rights, and obligations granted, created, and declared in this Agreement shall run with and be appurtenant to Benefitted Property and Easement Area, and shall run with such lands forever, and be binding on and inure to the benefit of and be enforced by all the Parties and their respective successors and assigns, unless the same are terminated as provided in this Agreement. With or without specific reference thereto, the conveyance of an interest in any portion of Benefitted Property and Easement Area shall be subject to the respective burdens and benefits of this Agreement to the same extent as if all of the terms of this Agreement were set forth in such conveyance in full. Either Party may provide the other with notice of change of its address or identity, which notice shall be recorded in the public records of Duval County, Florida. Each Party acknowledges and agrees that any lien which encumbers Benefitted Property and Easement Area, respectively, shall encumber such Party's interest under this Agreement only and shall not encumber the fee title to the other Party's property.

10. **Estoppels.** Either Party may request from time to time, and the other Party shall execute and deliver to the requesting Party, an estoppel letter certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) whether, to the knowledge of the certifying Party, the requesting Party is in compliance with its respective obligations under this Agreement or, if not in compliance, specifying the nature of any non-compliance or alleged non-compliance, and (c) as to such other matters as the requesting Party may reasonably request. Any such estoppel certificate may be relied upon by the requesting Party, and its lenders and purchasers, and their respective successors and assigns. Any such estoppel letter shall be executed and delivered by the certifying Party to the requesting Party within thirty (30) days of request therefor.

11. **Governing Law.** This Agreement shall be construed and interpreted in accordance with and controlled and governed by the laws of the State of Florida.

12. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement. There shall be no third-party beneficiaries arising out of this Agreement.

13. **Counterparts.** This Agreement may be executed in one or more duplicate counterparts, each of which shall on execution by all Parties be deemed to be an original.

14. **Authority.** Each Party hereby warrants that it has the full power and authority to grant (or receive, as applicable) the easement created by this Agreement.

15. **Severability.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

16. **Attorney Fees.** The prevailing party in any action or proceeding to enforce or interpret this Agreement or otherwise arising out of or in connection with the subject matter hereof (including, but not limited to, any suit, arbitration, entry of judgment, post-judgment motion or enforcement, appeal, bankruptcy litigation, attachment, or levy) shall be entitled to recover its costs and expenses, including, but not limited to, reasonable attorneys', experts', and consultants' fees and costs.

17. **Notices.** All notices required or permitted to be given hereunder shall be in writing and sent by overnight delivery service (such as Federal Express), in which case notice shall be deemed given on the first business day after the date sent, or by personal delivery, in which case notice shall be deemed given on the date received, or by certified mail, in which case notice shall be deemed given three (3) business days after the date sent, or by email, in which case notice shall be deemed given on that day, to the appropriate address indicated below:

To Grantor: Mattamy Jacksonville LLC
7800 Belfort Parkway, Suite 195
Jacksonville, Florida 32256
Attention: DJ Smith
Email: dj.smith@mattamycorp.com

With a copy to: Mattamy Jacksonville LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attention: Chelsea C. Vanadia
Email: Chelsea.Vanadia1@mattamycorp.com

To Grantee: JEA, Real Estate
21 W. Church Street (CC-6)
Jacksonville, Florida 32202
Attention: Brandon Traub
Email: traubl@jea.com

With a copy to: Brian Dawes
Edwards Cohen
200 W. Forysth St., Suite 1300
Jacksonville, Florida 32202
Email: bdawes@edcolaw.com

Upon at least ten (10) days written notice to the other Party, each Party shall be entitled to change its address and add additional notice parties.

[Remainder of Page Intentionally Left Blank. Signature Pages to Follow.]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR: MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

[Signature]
Print Name: DJ Smith

By: Mattamy Florida LLC, a Delaware limited liability company, Its Manager

By: Calben (Florida) Corporation, a Florida corporation, Its Manager

[Signature]
Print Name: JACQUELINE O'LEARY

By: [Signature]
Name: Clifford L. Nelson
Title: Vice President

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 18 day of MAY, 2023, by Clifford L. Nelson, the Vice President of Calben (Florida) Corporation, a Florida corporation, as Manager of Mattamy Florida LLC, a Delaware limited liability company, as Manager of Mattamy Jacksonville, LLC, a Delaware limited liability company, on behalf of the company. He is (check one) [X] personally known to me or ___ has produced ___ as identification.



Naveed Zaerzadeh
Notary Public
State of Florida
Comm# HH120682
Expires 4/22/2025

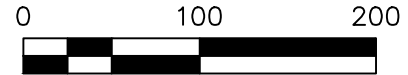
[Signature]
(Print Name NAVEED ZAERZADEH)
NOTARY PUBLIC, State of Florida
Commission # HH120682
My Commission Expires: 4/22/25

MAP SHOWING SKETCH OF

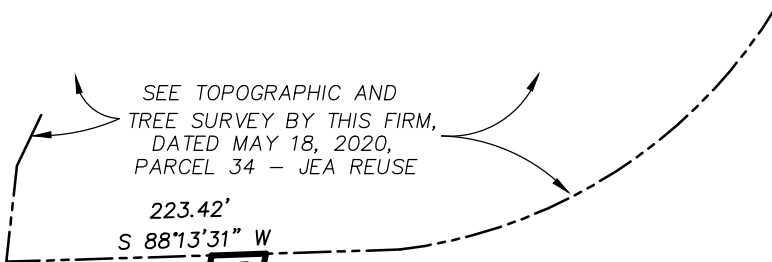
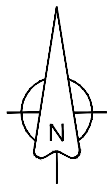
A 30 FOOT WIDE EASEMENT TO JEA, OVER A PORTION OF LOT 3, "CLAREMONT TRACT, LYING WITHIN A PORTION OF THE HALLOWES TRACT, LYING WITHIN A PORTION OF THE "FRANCIS P. FATIO" GRANT, SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

CURVE TABLE FOR JEA EASEMENT

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GRAPHIC SCALE
SCALE: 1" = 100'



SEE TOPOGRAPHIC AND TREE SURVEY BY THIS FIRM, DATED MAY 18, 2020, PARCEL 34 - JEA REUSE

Approximate location of Lot 3, CLAREMONT TRACT, as graphically shown on previous surveys by Ellis, Curtis & Kooker and State of Florida, State Road Department R/W Map for State Road 13

LINE TABLE FOR JEA EASEMENT

LINE	BEARING	DISTANCE
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L2	N 45°40'56" E	54.33'
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L4	S 45°40'56" W	54.33'

JONATHON B. BOWAN
STATE OF FLORIDA
REGISTERED LAND SURVEYOR
CERTIFICATE No. 4600

JOB No. 52930
MAP DATE: JULY 7, 2021
CAD FILE NAME:
RIVERTOWN\JEA REUSE TANK
SITE\JEA EASEMENT.Dwg

"Hallowes Tract", lying within a portion of the "Francis P. Fatio Grant", Section 44, Township 5 South, Range 26 East

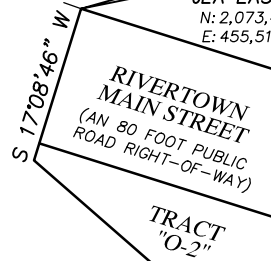
POINT OF BEGINNING
JEA EASEMENT
N: 2,075,379.52
E: 450,269.70

RIVERTOWN MAIN STREET
(A PROPOSED PUBLIC ROAD RIGHT-OF-WAY)

(NOT TO SCALE)
N 70°07'03" W 5,576.92'

MOST NORTHWESTERLY CORNER OF "RIVERTOWN MAIN STREET" AS SHOWN ON THE PLAT OF "ARBORS AT RIVERTOWN", RECORDED IN MAP BOOK 101, PAGES 52-68

POINT OF REFERENCE
JEA EASEMENT
N: 2,073,482.87
E: 455,514.19



Prepared by
A & J Land Surveyors, Inc.
5847 Luella Street
Jacksonville, Florida 32207
T 904.346.1733
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Cost Justification

PA20W-Rivertown Storage&Pump-W (RES - RiverTown - New Storage and Pumping System)

Project #: 8006356

Owner: MATTAMY JACKSONVILLE LLC, a Delaware limited liability company RE#: Portion of 000970-0000

Purchase of a parcel within Rivertown for new Reuse Pumping and storage site with Mattamy Jacksonville LLC, Delaware limited liability company, to provide reuse water capacity in St. Johns County and the Rivertown development.

Appraised Value:	\$357,050.00	<u>Eminent Domain Costs Avoided:</u>	
Verbal offer #1:	\$357,050.00	Update JEA Appraisal:	\$5,000.00
Owner counter offer:	\$695,000.00	Land Owner's Appraisal:	\$5,000.00
Verbal offer #2:	\$425,000.00	JEA Legal Fees:	\$75,000.00
Owner counter offer #2:	\$498,000.00	Owner Legal Fees:	\$75,000.00
		Total:	\$160,000.00

Compensation to Owner: \$498,000.00

Total costs avoided: \$19,050.00
(Total Eminent Domain costs (\$160,000.00) less additional compensation (\$160,000.00 - \$140,950.00 = \$19,050.00) for a total cost avoided amount of \$19,050.00.

Summary:

Real Estate Services recommends Awards Committee approve the acquisition of the subject property.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made and entered as of the date on which the latter of the parties hereto executes this Agreement (the "Effective Date") by and between **JEA**, a body politic and corporate ("Seller"), and **MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company ("Buyer").

W I T N E S S E T H:

In consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows:

Section 1.0 General Outline of Transaction. Seller is the owner in fee simple of that certain tract of land located in St. Johns County, Florida, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"). Buyer intends to purchase from Seller the Land, in fee simple, together with all of Seller's development rights, permits, approvals, and other rights or privileges pertaining to the Land, together with all appurtenances, hereditaments and improvements located thereon (the "Property").

Section 2.0 Purchase Price and Earnest Money.

Section 2.1 Purchase Price. Under the terms of this Agreement, Seller hereby agrees to sell, assign and convey to Buyer and Buyer agrees to pay for and purchase the Property and from Seller. In consideration of the conveyance of the Property from Seller to Buyer, Buyer shall pay to Seller at Closing, as hereinafter defined, an amount equal to EIGHTY-NINE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$89,800.00) (the "Purchase Price"), plus or minus net adjustments as set forth in this Agreement.

Section 2.2 Earnest Money. Within ten (10) business days after Buyer and Seller have executed this Agreement, Buyer shall deliver to the Edwards Cohen, as escrow agent ("Escrow Agent"), by cashier's check or wired funds, a deposit in an amount equal to Two Thousand and No/100 Dollars (\$2,000.00) (the "Earnest Money"), to be deposited by the Escrow Agent in a non-interest bearing account. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be paid to Seller and applied to the payment of the Purchase Price.

Section 3.0 Survey, Title, Buyer's Review, Environmental Reports and Inspection.

Section 3.1 Survey. Buyer may within thirty (30) days after the Effective Date, at Buyer's cost and expense, obtain a boundary survey of the Property (the "Survey"), prepared by a licensed Florida land surveyor. Upon Buyer's receipt of the Survey, Buyer shall forthwith furnish a copy thereof to Seller.

Section 3.2 Title. Seller shall within ten (10) business days after the Effective Date, at Buyer's cost and expense, provide an owner's title insurance commitment issued by

Edwards & Cohen, P.A., as title agent for a licensed title insurance company, ("Title Insurer") committing to insure Buyer's fee simple title to the Property in the total amount of the Purchase Price ("Commitment"). The Commitment shall show Seller to have good and insurable title to the Property, in fee simple. The policy, when issued, shall insure in Buyer good and insurable title to the Property, in fee simple, free and clear of all liens and encumbrances, except taxes for the year of conveyance and subsequent years and such matters appearing in the Commitment which Buyer has approved or accepted as title exceptions under Section 3.3 of this Agreement.

Section 3.3 Buyer's Review. Buyer shall have ten (10) days after receipt of the Commitment and Survey in which to examine the Survey and Commitment and to determine the nature of any defects in title to the Property and in those matters or facts disclosed by the Survey. If either the Commitment or Survey reveals any encroachments, overlaps, easements, restrictions, covenants, conditions, liens, encumbrances, other title defects, or other matters that are unacceptable to Buyer, Buyer shall give written notice to Seller of such defects, and Seller shall have the right, but no obligation to remedy or remove any such objectionable matters prior to Closing. If Seller does not, prior to Closing, cure such defects of which it has been notified, Buyer may, at its option, either (i) terminate this Agreement upon delivery of written notice to Seller and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer; or (ii) accept the uncured defects and take title as it then exists without reduction in the Purchase Price.

Section 3.4 Environmental Reports. Buyer may, during the Inspection Period (as defined below), at Buyer's cost and expense, obtain a Phase I environmental site assessment with respect to the Property, which meets the standard of practice of the American Society of Testing Materials. Buyer shall use the services of a competent, professional consultant with expertise in the environmental site assessing process. If the Findings and Conclusions section of the Phase I environmental site assessment reports evidence of recognized environmental conditions, then, Buyer shall notify Seller and Buyer may request a Phase II environmental site assessment to be conducted, at Buyer's cost and expense. If, after review of the environmental site assessment(s), Buyer, in its sole discretion, determines the Property is not acceptable, Buyer shall have the right to terminate this Agreement by delivering written notice to Seller within ten (10) days after the date the last environmental site assessment is performed, whereupon the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer.

Section 3.5 Inspection. Buyer and its agents shall, at their own risk and expense, until thirty (30) days after the Effective Date of this Agreement (the "Inspection Period"), have the right and privilege to enter upon any portion of the Property to inspect, examine, survey and otherwise perform or conduct such tests, inspections, studies, audits, or other evaluations as Buyer may deem necessary in conjunction with Buyer's acquisition of the Property, including, but not limited to, final determination of wetlands, environmental testing, and an engineering feasibility study which may include topographic surveys, core borings, soil test pits and load bearing tests, as may be required by Buyer to determine the physical characteristics of the substrata of the Property. Following Buyer's inspection of the Property, Buyer shall restore the Property to its original condition, normal wear and tear excepted and shall indemnify and hold Seller harmless from and against any and all claims, costs, expenses and damages to persons and/or property incurred by, through, or out of the Buyer's entry and inspections on the Property and Easement Area, unless caused by preexisting conditions of the Property or Easement Area or Seller's negligence.. Seller

authorizes Buyer to consult with Seller's attorneys, engineers, surveyors and other agents pertaining to the Property, at Buyer's expense, and to consult those governmental agencies having jurisdiction over approvals or permits relating to the Property, at Buyer's expense. Buyer's indemnity set forth herein shall survive the Closing or the termination of this Agreement for one (1) year. Seller shall deliver to Buyer, within ten (10) days of the Effective Date, copies of all engineering studies, zoning information, soil investigations and reports, water and sewer studies, topographic maps, platting materials, site plans, permits, approvals, if any, and applications for permits and approvals, and any other materials presently in existence concerning the Property which materials are being delivered without any representation or warranty and will be returned by Buyer if this Agreement does not close. Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any officer, agent, employee, servant or other person. Seller acknowledges that Buyer may conduct its own investigation regarding the Property and the accuracy of any representations and warranties of Seller contained herein. Buyer shall have the right, which may be exercised by delivering written notice to Seller at any time prior to the end of the Inspection Period, to terminate this Agreement for any reason which Buyer, in its sole discretion, deems appropriate. Upon delivery of written notice of termination to Seller on or before the last day of the Inspection Period, this Agreement shall terminate and the parties shall be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer. After the Inspection Period, the Earnest Money shall be non-refundable to Buyer (but fully applicable against the Purchase Price) except in instances of Seller's refusal or inability to complete the Closing as specified herein.

If any inspections disclose matters unsatisfactory to Buyer in Buyer's sole and absolute discretion, Buyer may cancel this Agreement and, if such cancellation occurs on or before the end of the Inspection Period, receive a refund of the Earnest Money. In the event that Buyer does not terminate this Agreement prior to the end of the Inspection Period, then the Earnest Money shall be deemed non-refundable to Buyer (but fully applicable against the Purchase Price) unless this Agreement is terminated under the following circumstances (each, a "Refundability Event"), subject to the notice and cure provisions contained within Section 3.5 of this Agreement:

- i. Seller defaults hereunder and Buyer elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 3.5;
- ii. the title defects and objections of Buyer are not removed by Seller in accordance with Section 3 and Buyer elects to terminate this Agreement and receive the return of the Earnest Money in accordance with Section 3;
- iii. Buyer determines the Property is not acceptable after review of environmental site assessments and Buyer elects to terminate the Agreement and receive a return of the Earnest Money pursuant to Section 3.4; or
- iv. in the event there is any material adverse environmental condition of the Property arising subsequent to the Inspection Period, but prior to the Closing.

Section 3.6 Insurance. Prior to entry on the Property by Buyer's agents or contractors, Buyer shall provide or cause its agents and contractors entering the Property to provide Seller with evidence of insurance written by companies licensed to do business in Florida, as follows: (i)

general comprehensive public liability insurance for bodily injury, death or property damage, with minimum limits of \$2,000,000.00 for bodily injury or death for any one occurrence or accident, and \$1,000,000.00 for property damage for any one occurrence or accident; (ii) workers compensation in complete compliance with all federal and state laws; and (iii) comprehensive automobile liability (owned, non-owned, hired), which coverage shall be not less than \$500,000.00. Certificates of such insurance coverage shall be furnished to Seller before Buyer's agents or contractors enter the Property. These certificates shall provide that the insurer shall endeavor to give thirty (30) days written notice to Seller prior to change or cancellation of any policy. Seller shall be named as an additional insured under each policy carried pursuant to this paragraph (other than workers compensation). Each such policy carried shall be primary, whether or not Seller has other collectable insurance.

Section 3.7 Seller Approval Contingency. This Agreement and sale is wholly contingent upon Seller being able to obtain approval from Seller's Awards Committee for the sale of the Property. It is understood that Seller shall notify Buyer within forty-five (45) days after the Effective Date of this Agreement if such approval has been obtained. If the approval is obtained, this Agreement shall continue in full force and effect. If the approval is not obtained, Seller shall notify Buyer promptly in writing, in which case this Agreement shall terminate and Escrow Agent is irrevocably instructed to return the Earnest Money to Buyer.

Section 4.0 No Representations or Warranties by Seller; Acceptance of Property.

Section 4.1 Disclaimer. Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties (other than the warranty of title as set out in the special warranty deed, as described below), promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property, (f) the manner or quality of the construction or materials, if any, incorporated into the Property, (g) the manner, quality, state of repair or lack of repair of the Property, or (h) any other matter with respect to the Property, and specifically, that Seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land uses laws, rules, regulations, orders or requirements, including the existence in or on the Property of "Hazardous Materials" (as defined below). Buyer further acknowledges and agrees that having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any officer, agent, employee, servant or other person. Buyer further acknowledges and agrees that to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "as is" condition and basis with all faults. The provisions of this

Section 4 shall survive the Closing.

Section 4.2 Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. '9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. '6901 et. seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. '2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under "Environmental Requirements" (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials shall include, without limitation, any substance, the presence of which on the Property, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Property or adjacent property; or (C) which, if it emanated or migrated from the Property, could constitute a trespass.

Section 4.3 Environmental Requirements. Environmental Requirements shall mean all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

Section 4.4 Radon Notice. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 4.5 Intentionally Deleted.

Section 5.0 Deed of Conveyance. Seller shall convey to Buyer good and insurable title to the Property in fee simple by transferable and recordable fee simple special warranty deed, in the form attached to this Agreement as Exhibit B, free and clear of all liens and encumbrances, except taxes for the year of conveyance and subsequent years and such matters appearing in the Commitment which Buyer has approved or accepted as title exceptions.

Section 6.0 Casualty and Eminent Domain. Risk of any casualty to or loss of the Property occurring prior to Closing shall be borne by Seller. Notwithstanding the foregoing, if all or any portion of the Property or access thereto shall be damaged by fire or other casualty or taken by

another public authority, or notice of such proposed taking be obtained prior to Closing, then Seller shall provide immediate written notice thereof to Buyer and, at Buyer's option, (i) Buyer may terminate this Agreement and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination and the Earnest Money shall be returned to Buyer, or (ii) Buyer may consummate the sale, pay the full Purchase Price and have assigned to it all claims and right of recovery for such casualty. Buyer shall make election in writing within thirty (30) days after Seller shall have notified Buyer in writing of such casualty damage and the Closing Date shall be extended if necessary to accommodate this notice period.

Section 7.0 Default and Remedies.

Section 7.1 Notice of Default. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same. The defaulting party shall have ten (10) business days from the receipt of such notice to cure the default. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure such default, the non-defaulting party shall be entitled to pursue its remedies as set forth in this Section 7 below, as applicable.

Section 7.2 Remedies of Seller. If Buyer shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Buyer, Seller shall as its sole remedy, retain the Earnest Money as liquidated damages and this Agreement shall be canceled.

Section 7.3 Remedies of Buyer. If Seller shall default in the performance of any of the terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Seller, Buyer may terminate this Agreement in which case the Escrow Agent is irrevocably instructed to return the Earnest Money to Buyer, and this Agreement shall be canceled. In the alternative, Buyer may pursue an action for specific performance of this Agreement.

Section 8.0 Real Estate Commission. Both parties represent and warrant to the other that it has not entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of this Agreement or the Closing of the Property. Each party hereby agrees to indemnify, defend and hold harmless the other party from any and all claims, demands or the cost and expense of, including reasonable attorneys' fees, arising out of any brokerage commission or fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Agreement based upon any agreement alleged to have been made or other action alleged to have been taken by the indemnifying party. This indemnification shall survive the Closing of the Property or the termination of this Agreement.

Section 9.0 Intentionally Deleted.

Section 10.0 Closing. The consummation of the transaction contemplated hereby for the purchase of the Property (the "Closing") shall take place on or before thirty (30) days after expiration of the Inspection Period. The Closing shall take place at the offices of Escrow Agent, by mail-away, or at such other place as may be mutually selected by Buyer and Seller.

Section 11.0 Documents to be Delivered at Closing. On or before Closing, Seller shall deliver to Buyer the following documents:

(a) Special Warranty Deed described in Section 5.0 hereof in the form attached hereto as Exhibit B ;

(b) Affidavit of Seller in form reasonably satisfactory to Buyer and the Title Insurer, evidencing that there have been no improvements or repairs made to the Property within ninety (90) days preceding Closing, and sufficient in form and content to cause the Title Insurer to eliminate any exception for mechanics liens from the title policy. Such affidavit shall also evidence that Seller is in sole possession of the Property, and shall contain a certification that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code and such other certifications as may be sufficient for the Title Insurer to insure the “gap” at Closing;

(c) Any and all other documentation as may be reasonably required to consummate the transactions contemplated in this Agreement.

Section 12.0 Possession. Possession of the Property shall be delivered to Buyer at Closing.

Section 13.0 Closing Costs. At Closing, Buyer shall pay for (i) all engineering studies obtained by Buyer pursuant to Section 3.5, if any; (ii) the Survey; (iii) environmental site assessments described in Section 3.4; (iv) recording fees of the Special Warranty Deed; (v) Buyer’s attorneys’ fees; (vi) documentary stamp tax on the Special Warranty Deed; (vii) the owner’s title policy issued pursuant to the Commitment described in Section 3.2; and (viii) any other costs associated with Closing not specifically assigned to Seller herein. Seller shall pay for (i) Seller’s attorneys’ fees; and (ii) recording fees for curative title documents.

Section 14.0 Taxes and Assessments. The Property has been exempt from ad valorem taxes while owned by Seller. Accordingly, no tax pro-ration shall be made.

Section 15.0 Notices. Any notice, demand, consent, authorization, request, approval or other communication (collectively, “Notice”) that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such notice, and (i) delivered personally to the other party or (ii) sent by express 24-hour guaranteed courier or delivery service, (iii) by email, or (iv) certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as any party may by Notice to the other specify):

To Seller: JEA, Real Estate
21 W. Church Street (CC-6)
Jacksonville, Florida 32202
Attention: Brandon Traub
Email: traubl@jea.com

With copy to: Brian Dawes
Edwards Cohen
200 W. Forysth St., Suite 1300
Jacksonville, Florida 32202
Email: bdawes@edcolaw.com

To Buyer: Mattamy Jacksonville LLC
7800 Belfort Parkway, Suite 195
Jacksonville, Florida 32256
Attention: DJ Smith
Email: dj.smith@mattamycorp.com

With Copy to: Mattamy Jacksonville LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attention: Nicole Swartz, General Counsel
Email: Nicole.Swartz@mattamycorp.com

To Escrow Agent: Brian Dawes
Edwards Cohen
200 W. Forysth St., Suite 1300
Jacksonville, Florida 32202
Email: bdawes@edcolaw.com

Notice shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

Section 16.0 Future Operations.

Section 16.1 Future Operations. From the date of this Agreement until the Closing or earlier termination of this Agreement, Seller will keep and maintain the Property in substantially the same condition as of the date of this Agreement, ordinary wear and tear excepted.

Section 16.2 Seller Equipment. Prior to Closing, Seller shall be entitled, at Seller's option, to remove from the Property any or all facilities, equipment, and other items of moveable personal property that may be situated upon the Property. Seller shall have an obligation to repair any damage to the Property caused by the removal of such items, normal wear and tear excepted, and Buyer shall accept the Property in its then-existing condition at the time of Closing. Seller shall use its best efforts to minimize any such damage to the Property caused by the removal of such items.

Section 17.0 Governing Law. The parties hereto expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida.

Section 18.0 Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no statement or representation of the respective parties hereto, their agents or employees, made outside this Agreement, and not contained herein, shall form any part hereof or be binding upon the other party hereto. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

Section 19.0 Captions. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include all genders.

Section 20.0 Assignment. Buyer shall have no right to assign this Agreement without

Seller's prior written consent.

Section 21.0 Time is of the Essence. Time is of the essence of this Agreement. If any date referenced herein falls on a Saturday, Sunday or legal holiday, then such date automatically is extended to the next business day.

Section 22.0 Interpretation. Should any of the provisions of this Agreement require interpretation, the party or parties interpreting or construing the same shall not apply a presumption that the terms herein shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties participated in the preparation hereof.

Section 23.0 Escrow Provisions. It is agreed that the duties of Escrow Agent with respect to the Earnest Money are only as herein specifically provided and purely ministerial in nature, and Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence, as long as Escrow Agent has acted in good faith. Buyer and Seller each release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder, except the parties shall not release Escrow Agent from willful misconduct or gross negligence. Escrow Agent is acting as stakeholder only with respect to the Earnest Money and any other monies or documents to the extent delivered to Escrow Agent pursuant to this Agreement. Escrow Agent agrees that at such time as either party alleges that there is a default entitling the other party to the Earnest Money or a document, then Escrow Agent shall send notice to Seller and Buyer advising that the other party has made demand on Escrow Agent for such Earnest Money or document. If the party alleged to be in default does not dispute Escrow Agent disbursing the Earnest Money or document within ten (10) business days of receipt of notice that Escrow Agent intends to disburse the Earnest Money or document or Escrow Agent notifies the parties that it intends to disburse a portion of the Earnest Money or a document and neither of the parties disputes such disbursement within five (5) business days after written notice that Escrow Agent intends to disburse all or a portion of such Earnest Money or the document, then Escrow Agent is authorized to disburse the Earnest Money or document as set forth in Escrow Agent's notice. If there is any valid dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or the cash or documents to close or as to whom the Earnest Money, or cash or documents to close is to be delivered, Escrow Agent shall not make any delivery, but in such event, Escrow Agent shall hold same until receipt by it of an authorization in writing, directing the disposition of same executed by Buyer and Seller or in the absence of such authorization, Escrow Agent shall hold the Earnest Money and/or the cash or documents to close until final determination of the rights of the parties in the appropriate proceedings. If such written authorization is not given or proceedings for such determination are not begun within thirty (30) days of written demand by Escrow Agent to Seller and Buyer and diligently continued, Escrow Agent may bring an appropriate action or proceeding to interplead such deposits or documents. Any such interpleader action must be brought in the County in which the Property is located. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements, by the party determined to have wrongfully disputed Escrow Agent's authority to disburse. Upon making delivery of the Earnest Money and/or the cash or documents to close, Escrow Agent shall have no further liability unless such delivery constituted willful misconduct or gross negligence. The provisions of this Section shall survive Closing or any earlier termination of this Agreement.

Section 24.0 Execution and Counterparts. To facilitate execution, the parties hereto agree that this Agreement and any amendments hereto may be executed and electronically mailed or faxed to the other party and that the executed telecopy or electronic mail copy shall be binding and enforceable as an original. This Agreement and any amendment hereto may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

Section 25.0 Jury Trial Waiver. Seller and Buyer each knowingly, voluntarily and intentionally waive any right any such party may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement including any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Agreement. Seller and Buyer have specifically discussed and negotiated for this waiver and understand the legal consequences of it.

Section 26.0 Caveat. DESPITE ANYTHING APPARENTLY TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THIS AGREEMENT SHALL NOT BE A VALID OR ENFORCEABLE OBLIGATION OF BUYER UNLESS AND UNTIL IT IS EXECUTED BY A DIVISION VICE PRESIDENT OF BUYER, AND, IN ADDITION, BY A REGIONAL/NATIONAL PRESIDENT/VICE PRESIDENT OF BUYER. LIKEWISE, NO AMENDMENT TO THIS AGREEMENT SHALL BIND BUYER UNLESS AND UNTIL IT HAS BEEN FULLY EXECUTED ON BEHALF OF BUYER IN ACCORDANCE WITH THE FOREGOING REQUIREMENTS.

Section 27.0 Contingency. This Agreement is contingent upon Buyer obtaining written approval of this Agreement from Buyer's affiliated capital asset committee within fifteen (15) days of the Effective Date ("Buyer's Approval"). If notice of Buyer's Approval is not delivered to Seller within fifteen (15) days of the Effective Date, this Agreement shall terminate and the Deposit shall be returned to Buyer, and the parties will be relieved of all further obligations hereunder, except for any obligation that survives termination of this Agreement.

Section 28.0 Governmental Permits and Approvals. If, at any time during the Inspection Period, Buyer determines that it will be unable to obtain any federal, state or local governmental permits or approvals required for its intended use of the Property and Easement Area, Buyer may terminate this Agreement by providing written notice thereof to Seller and the parties shall thereafter be relieved of all further obligations under this Agreement which do not specifically survive its termination, and the Earnest Money shall be returned to Buyer.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, Buyer and Seller have caused these presents to be signed in their names on the day and year set forth below.

SELLER:

JEA, a body politic and corporate

By: Michael Corbitt
Michael Corbitt
Director, Real Estate Services

Date: 5/19/2023

BUYER:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

By: Cliff Nelson
Print: Cliff Nelson
Title: V.P.

Date: 5/18/23

AND

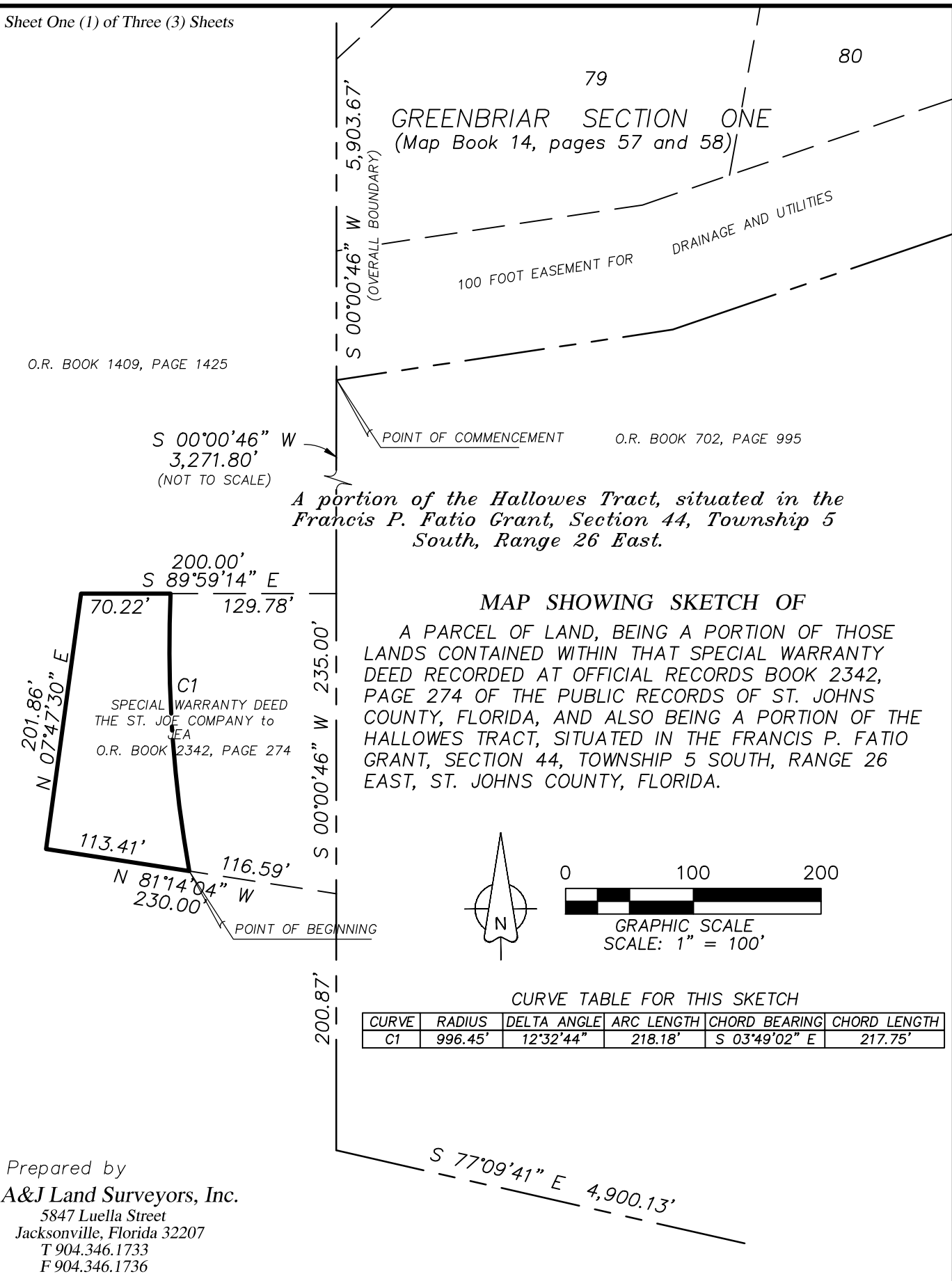
MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

By: _____
Print: _____
Title: _____

Date: _____

EXHIBIT A

Description of the Property



Prepared by
A&J Land Surveyors, Inc.
 5847 Luella Street
 Jacksonville, Florida 32207
 T 904.346.1733
 F 904.346.1736

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1409, PAGE 1425, AS SOUTH 00°00'46" WEST, AS MONUMENTED AND ARE BASED ON THE U.S. DEPARTMENT OF COMMERCE, NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA), NATIONAL GEODETIC SURVEY (NGS) DATUM, NORTH AMERICA DATUM OF 1983 (2011) OR NAD83 (2011), FOR THE STATE OF FLORIDA, STATE PLANE COORDINATE SYSTEM, FOR ZONE 901(FL EAST), b)AND AS DESCRIBED IN THAT (TYPE OF DEED) RECORDED IN OFFICIAL RECORDS BOOK (9999), PAGE (9999) OF THE PUBLIC RECORDS OF SAID COUNTY.

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JEA WELL SITE
MATTAMY PURCHASE BACK FROM JEA
JOB No. 56240
JEA WELL SITE MATTAMY.Dwg

CLOSURE REPORT
Tue Nov 01 13:36:28 2022

Northing	Easting	Bearing	Distance
2076379.408	449677.180		
		N 81°14'04" W	113.408
2076396.691	449565.096		
		N 07°47'30" E	201.860
2076596.687	449592.463		
		S 89°59'14" E	70.220
2076596.671	449662.683		
		Radius: 996.450	Chord: 217.746
		Dir: Left	Degree: 5°45'00"
		Length: 218.182	Delta: 12°32'44"
		Chord BRG: S 03°49'02" E	Tangent: 109.529
		Rad-Out: N 79°54'36" E	
		Radius Point: 2076553.982,450658.218	
2076379.408	449677.180		

Closure Error Distance> 0.00000
Total Distance> 603.670
Polyline Area: 18,206.1 sq ft, 0.41 acres

Prepared by
A&J Land Surveyors, Inc.
5847 Luella Street
Jacksonville, Florida 32207
T 904.346.1733
F 904.346.1736

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF THOSE LANDS CONTAINED WITHIN THAT SPECIAL WARRANTY DEED RECORDED AT OFFICIAL RECORDS BOOK 2342, PAGE 274 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND ALSO BEING A PORTION OF THE HALLOWES TRACT, SITUATED IN THE FRANCIS P. FATIO GRANT, SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MONUMENTED SOUTHWESTERLY LINE OF "GREENBRIAR SECTION ONE", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 14, PAGES 57 AND 58 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY LINE OF THAT 100 FOOT EASEMENT FOR DRAINAGE AND UTILITIES, AS SHOWN ON THE AFORESAID PLAT OF "GREENBRIAR SECTION ONE", WITH THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 702, PAGE 995, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, SOUTH 00°00'46" WEST, ALONG THE AFORESAID WESTERLY LINE, AND ALSO BEING THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1409, PAGE 1425 OF THE PUBLIC RECORDS, (ALSO BEING THE WESTERLY LINE OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 702, PAGE 995, AND A SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF "GREENBRIAR SECTION ONE"), A DISTANCE OF 3,271.80 FEET, TO THE MOST NORTHEASTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2342, PAGE 274 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; CONTINUE THENCE, SOUTH 00°00'46" WEST, ALONG THE EASTERLY LINE OF LAST SAID LANDS A DISTANCE OF 235.00 FEET, TO A POINT BEING THE MOST SOUTHEASTERLY CORNER OF SAID OFFICIAL RECORDS BOOK 2342, PAGE 274 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; RUN THENCE NORTH 81°14'04" WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 116.59 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 81°14'04" WEST, ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 2342, PAGE 274 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 131.41 FEET, TO THE MOST SOUTHWESTERLY CORNER OF SAID LANDS; RUN THENCE, NORTH 07°47'30" EAST ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 201.86 FEET, TO THE MOST NORTHWESTERLY CORNER OF LAST SAID LANDS; RUN THENCE, SOUTH 89°59'14" EAST, ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2342, PAGE 274 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 70.22 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING SOUTHERLY; RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 996.45 FEET, THROUGH A CENTRAL ANGLE OF 12°32'44" TO THE LEFT, AN ARC DISTANCE OF 218.18 FEET, TO A POINT ON THE AFORESAID SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2342, PAGE 274 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND THE POINT OF BEGINNING, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°49'02" EAST, 217.75 FEET.

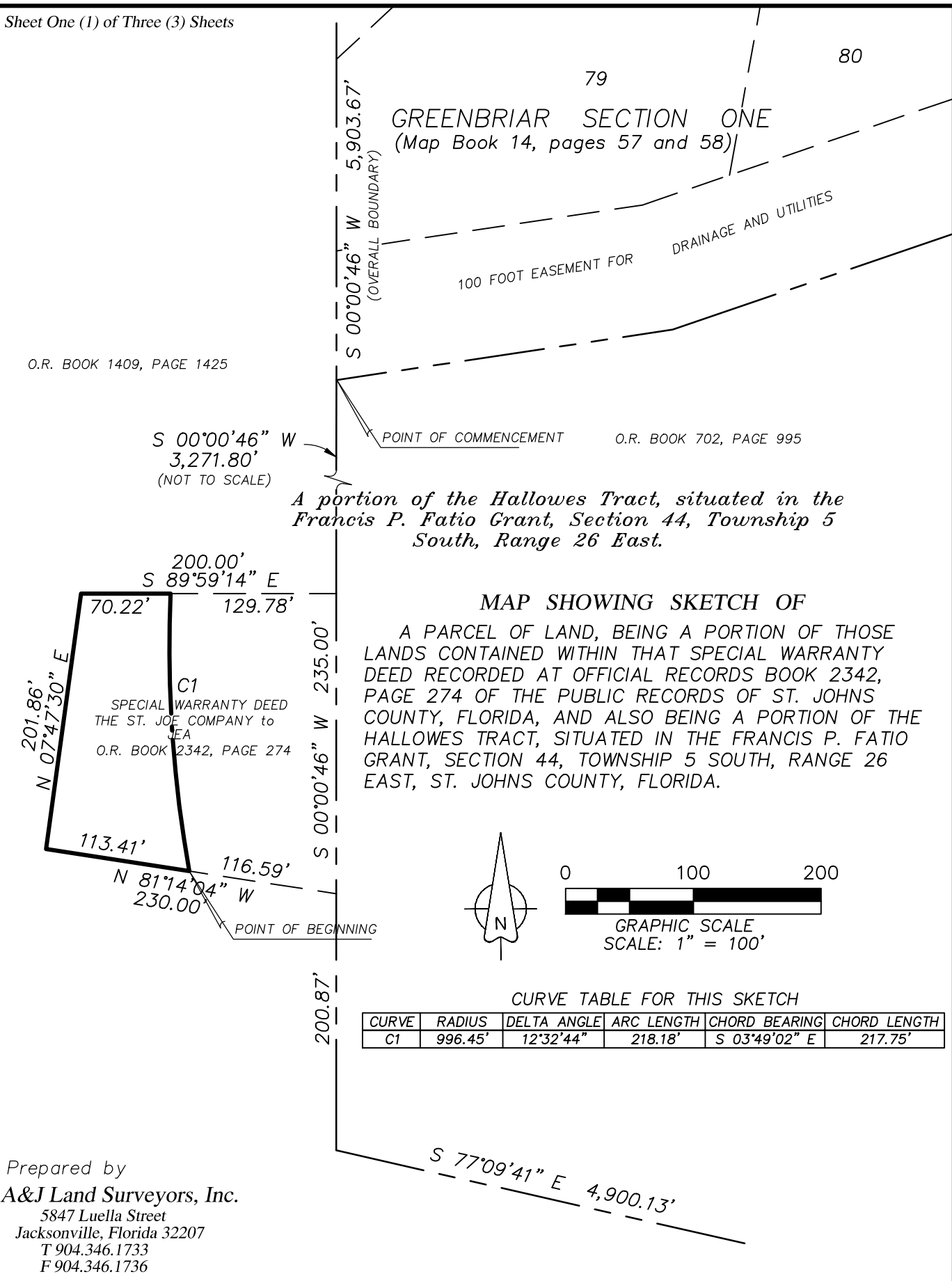
Prepared by

A&J Land Surveyors, Inc.

5847 Luella Street
Jacksonville, Florida 32207
T 904.346.1733
F 904.346.1736

EXHIBIT B

Special Warranty Deed



Prepared by
A&J Land Surveyors, Inc.
 5847 Luella Street
 Jacksonville, Florida 32207
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Lot Name : Enter Pricing						CDW GOVERNMENT	
Item Information						Pricing Information	Total Cost inUSD
						Unit Cost in USD	
ITEM NO	ITEM NAME	ITEM DESCRIPTION	Estimated Quantity	Quantity	UOM	Enter Unit Cost Desc.	Total Cost :: {Enter Unit Cost Desc.} * {Qty}
1	3000136912998	Dell CTO 7000 i5-12500 512/16 W10P	50		EA	1070.37	53518.5
2	3000134283197	DELL CTO 7430 I5-1245U 512/16 W10P, ProSupport, Accidental	200		EA	1682.47	336494
3	DOCK570USZ	Targus USB-C Universal QUAD 4K Docking Station	50		EA	425	21250
4	3000144084715	Dell 27 Monitor - P2722H	550		EA	244.59	134524.5
5	WD22TB4	DELL CTO THUNDERBOLT 4 DOCK	475		EA	241.51	114717.25
						Lot Total :	660504.25



Formal Bid and Award System

Award #3 December 15, 2022

Type of Award Request: INVITATION FOR BID (IFB)
Request #: 644
Requestor Name: Anderson, Bonnie J.
Requestor Phone: (904) 665-7761
Project Title: New Dell and Logitech Equipment Purchase FY23
Project Number: 8008233
Project Location: JEA
Funds: CAPTIAL AND O&M
Business Unit Estimate: \$1,395,000.00

Scope of Work:

The purpose of this Invitation for Bid (the "IFB") is to select a vendor for new Dell and Logitech Equipment Purchase for FY23 equipment and to provide the best value to JEA to purchase during a twelve-month period. This request is to leverage contract spend for a minimum of one year to get fixed pricing on high use items, a percentage discount on unexpected items, and reduce the number of small informal spot buys and transactions.

The specific equipment will include the inventory of all Dell devices including Dell 7000 series computers (laptops, desktops, monitors), cases, keyboards, and docks. The Logitech webcams, and keyboard/mouse combo are also included. These products are JEA Standards.

IFB/RFP/State/City/GSA#: 1410951046
Purchasing Agent: Garland, Brooke
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
CDW GOVERNMENT LLC	John Vrablik	75 Remittance DR STE 1515, Chicago, IL 60675-1515	(877) 466- 6333	\$1,004,264.95

Amount for entire term of Contract/PO: \$1,004,264.95
Award Amount for remainder of this FY: \$753,198.71
Length of Contract/PO Term: One (1) Year w/ Two - One (1) Year Renewals
Begin Date (mm/dd/yyyy): 01/01/2023
End Date (mm/dd/yyyy): 12/31/2023
Renewal Options: Two - One (1) Year Renewals
JSEB Requirement: N/A

BIDDERS:

Vendor Name	Amount	Rank
CDW	\$1,004,264.95	1
vPRIME TECH	\$1,139,048.30	2
DATABIT	\$1,176,447.45	3
ZONES	\$1,265,038.15	4

Background/Recommendations:

Advertised 11/08/2022. At Response opening on 11/22/2022, JEA received four (4) Bids. JEA determined awarding to CDW provided the lowest bid and the best value to JEA. A copy of the CDW bid workbook is attached as backup.

CDW is offering a 26-50% discount off list price on the Dell equipment and support including any additional related equipment not specifically listed in the workbook. The comparable item pricing is similar to previous contract.

1410951046 - Request approval to award a contract to CDW for Dell Equipment and Support in the amount of \$1,004,264.95, subject to the availability of lawfully appropriated funds.

- Manager:** Peacock, Jason J. – Mgr. Service Desk Operations
- Director:** Traylor, Kymberly A. – Dir. Network & Telecommunication Services
- VP:** Datz, Stephen H. - VP IT Infrastructure and Operations
- Chief:** Krol, Bradley D. (Brad)- Chief Information Officer

APPROVALS:

Stephen Datz 12/15/2022

Chairman, Awards Committee **Date**

Stephanie M. Nealy 12/15/2022

Budget Representative **Date**

Item No.	Item Name	Item Description	MSRP	CDW Price	% off MSRP
1	3000136232163	Dell CTO 7000 i5-12500 1/16 W10P	\$2,145.42	\$1,070.37	50.11%
2	3000134283197	DELL CTO 7430 i5-1245U 512/16 W10P, ProSupport, Accidental	\$3,748.83	\$1,682.47	55.12%
3	3000134124195	DELL CTO 7320 i5-1140G7 256/8 W10P, ProSupport, Accidental	\$3,730.40	\$1,452.37	61.07%
4	3000134124655	DELL CTO DETACHABLE GRADE CASE	\$64.99	\$38.28	41.10%
5	3000134124757	DELL CTO DETACH TRAVEL KEYBOARD/PEN	\$269.99	\$159.04	41.10%
6	3000131399150	Dell CTO Edge Gateway PC i5 512/16	\$3,339.87	\$2,045.29	38.76%
7	WD22TB4	DELL CTO THUNDERBOLT 4 DOCK	\$409.99	\$241.51	41.09%
8	3000135404136	DELL Dell CTO 3420 6305 128/8 LIN	\$1,348.48	\$726.24	46.14%
9	3000135409319	Dell CTO THINOS ACTIVATION LICENSE	\$45.00	\$19.66	56.31%
10	3000120180870	DELL CTO 27IN MONITOR - P2722H	\$399.99	\$244.59	38.85%
11	3000120197915	DELL WYSE CTO 3000 N6005 32 4 THINOS	\$828.00	\$445.93	46.14%
12	P580-006	Tripp Lite DisplayPort Cable w Latches Digital A V 4K	\$30.21	\$10.00	66.90%
13	492-BBUN	Dell Auto/Air 65w USC-c Adapters	\$99.99	\$58.89	41.10%
14	960-000971	Logitech Webcam C930e	\$129.99	\$95.00	26.92%
15	Logitech keyboard/mouse combo with MK120	Logitech keyboard/mouse combo with MK120	\$19.99	\$11.22	43.87%
16	"Other"	Percentage off non listed items, currently unaware of what item is needed so MSRP/CDW price cannot be offered	TBA	TBA	10%

Lot Name : Enter Pricing				Demand Information					CDW GOVERNMENT	
Item Information									Pricing Information	
ITEM NO	ITEM NAME	ITEM DESCRIPTION	Price Type	Estimated Quantity	Quantity	UOM	Enter Unit Cost	Total Cost in USD	Total Cost in USD	
							Desc.	{Enter Unit Cost		
1	3000136912998	Dell CTO 7000 i5-12500 512/16 W10P	Bulk	1	290	EA	1070.37	310407.3		
2	3000134283197	DELL CTO 7430 i5-1245U 512/16 W10P, ProSupport, Accidental	Bulk	1	150	EA	1682.47	252370.5		
3	3000134124195	DELL CTO 7320 i5-1140G7 256/8 W10P, ProSupport, Accidental	Bulk	1	75	EA	1452.37	108927.75		
4	3000134124655	DELL CTO DETACHABLE GRADE CASE	Bulk	1	75	EA	38.28	2871		
5	3000134124757	DELL CTO DETACH TRAVEL KEYBOARD/PEN	Bulk	1	75	EA	159.04	11928		
6	3000131399150	Dell CTO Edge Gateway PC i5 512/16	Bulk	1	10	EA	2045.29	20452.9		
7	WD22TB4	DELL CTO THUNDERBOLT 4 DOCK	Bulk	1	175	EA	241.51	42264.25		
8	3000135404136	DELL Dell CTO 3420 6305 128/8 LIN	Bulk	1	25	EA	726.24	18156		
9	3000135409319	Dell CTO THINOS ACTIVATION LICENSE	Bulk	1	25	EA	19.66	491.5		
10	3000120180870	DELL CTO 27IN MONITOR - P2722H	Bulk	1	300	EA	244.59	73377		
11	3000120197915	DELL WYSE CTO 3000 N6005 32 4 THINOS	Bulk	1	275	EA	445.93	122630.75		

12	P580-006	Tripp Lite DisplayPort Cable w Latches Digital A V 4K	Bulk	1	400 EA	10	4000
13	492-BBUN	Dell Auto/Air 65w USC-c Adapters	Bulk	1	200 EA	58.89	11778
14	960-000971	Logitech Webcam C930e	Bulk	1	200 EA	95	19000
15	Logitech keyboard/mouse combo with MK120	Logitech keyboard/mouse combo with MK120	Bulk	1	500 EA	11.22	5610
Lot Total :							1004264.95



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

CLINT WILLIAMS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NHKD974	3/28/2023	SPLUNK RNWL	7219250	\$441,931.41

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
SPLUNK CLD W COMPLIANCE SUB 100GB Mfg. Part#: SE-S-CLD-CP-ST-100GB *** GSA Schedule No: 47QSWA18D008F GSA Price: \$94,790.93 Electronic distribution - NO MEDIA	3	6926634	\$74,265.41	\$222,796.23
SPLUNK ENT SEC SUB+STD SUCCESS PLAN Mfg. Part#: ES-S-CLD-ST-100GB *** GSA Schedule No: 47QSWA18D008F GSA: \$59,697.73 Electronic distribution - NO MEDIA	3	6926645	\$35,644.70	\$106,934.10
Splunk Cloud - subscription license - 500 GB increments - with Splunk Data Mfg. Part#: SE-S-STOR-ENC UNSPSC: 43233204 *** GSA Schedule No: 47QSWA18D008F GSA: \$686.45 Electronic distribution - NO MEDIA	165	5268840	\$572.64	\$94,485.60
SPLUNK ENT TERM LIC+SUP 50GB DAY Mfg. Part#: SE-T-LIC-ST-50GB *** GSA Schedule No: 47QSWA18D008F GSA: \$37,808.56 Electronic distribution - NO MEDIA	3	5833999	\$3,936.81	\$11,810.43
SPLUNK ENT TERM LIC+STD SUCCESS PLAN Mfg. Part#: ES-T-LIC-ST-50GB *** GSA Schedule No: 47QSWA18D008F	3	6928735	\$1,968.35	\$5,905.05

QUOTE DETAILS (CONT.)

GSA: \$15,919.40
 Electronic distribution - NO MEDIA

SUBTOTAL	\$441,931.41
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$441,931.41

PURCHASER BILLING INFO	DELIVER TO
Billing Address: JEA ACCOUNTS PAYABL PO BOX 4910 JACKSONVILLE, FL 32201-4910 Phone: (904) 665-8402 Payment Terms: VISA	Shipping Address: JEA 21 W CHURCH ST TOWER 2 JACKSONVILLE, FL 32202-3155 Phone: (904) 665-6000 Shipping Method: ELECTRONIC DISTRIBUTION
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

**Sales Contact Info**

John Vrablik | (877) 466-6333 | johnvra@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$441,931.41	\$11,728.86/Month	\$441,931.41	\$13,580.55/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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Support



Call 800.800.4239

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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Formal Bid and Award System

Award #5 May 5, 2022

Type of Award Request: PIGGYBACK
Requestor Name: Rager, Greg D. - Manager Technology Project Mgmt.
Requestor Phone: 904-665-8136/
Project Title: SPLUNK Hot Storage/Monitoring Cloud Subscription with standard success plan and training
Cost Center: 8005758 Enterprise SIEM
Project Location: JEA
Funds: Capital
Budget Estimate: \$450,000.00

Scope of Work:

The scope of work is for the GSA authorized SPLUNK reseller CDW to provide one (1) year of SPLUNK hot storage/monitoring part cloud subscription with standard success plan and training. SPLUNK is a tool used to analyze, search, and visualize machine-generated data. The data source can be websites, applications, sensors, devices, and other components of IT infrastructure. Essentially it is a monitoring and alerting tool JEA uses on our corporate assets and regulatory requirements such as CIP.

JEA IFB/RFP/State/City/GSA#: GS-35F-0119Y
Purchasing Agent: Woyak, Nathan
Is this a ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CDW GOVERNMENT	John Vrablik	johnvra@cdwg.com	75 Remittance Drive Suite 1515 Chicago, IL 60675- 1515	(877) 466- 6333	\$466,307.98

Amount for entire term of Contract/PO: \$466,307.98
Award Amount for remainder of this FY: \$466,307.98
Length of Contract/PO Term: One (1) Year
Begin Date (mm/dd/yyyy): 05/09/2022
End Date (mm/dd/yyyy): 05/08/2023
JSEB Requirement: N/A – GSA Contract
Background/Recommendations:

The GSA schedule GS-35F-0119Y contract includes CDW as an authorized SPLUNK provider since 2018. The contract is an open market and continuous solicitation in which any vendor may submit a new offer at any time for review and approval. JEA requested GSA based quotes from three (3) other authorized resellers and no additional reseller quotes were submitted. GSA evaluates the pricing and terms submitted against other commercial offers on a periodic basis, and JEA's current pricing offer by CDW has been deemed fair and reasonable and is 42% lower than the GSA published price shown and attached as backup. Note, SPLUNK is a JEA standard for system monitoring. This purchase has been approved by both JEA Information Security and CIP Compliance.

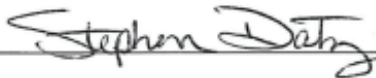
This request is for a one (1) year SPLUNK hot storage/monitoring cloud subscription for \$441,931.41 and \$24,376.57 associated with training for a total cost of \$466,307.98. SPLUNK Enterprise software will be deployed to the Energy Management System production (EMS) and the CORP environments to automate centralized log collection, analysis, search, security event normalization, correlation, and reporting through SPLUNK Enterprise Security. Technology Services and CIP Compliance decided to utilize SPLUNK cloud for corporate asset monitoring. The cloud environment will be a subscription model with maximum data limits, if these limits are exceeded additional cost will incur.

This request is only for a one (1) year due to JEA moving from an on-premise solution to a cloud-based solution with data limits in which cost can vary with usage. JEA would like to evaluate data limits and solution success in the first year prior to committing to a multiyear agreement. In addition, the first year of this solution is a capital purchase, future O&M budget will be requested if JEA decides to proceed with a multiyear agreement.

Request approval to award a one (1) year contract to CDW Government for SPLUNK Hot Storage cloud/monitoring subscription with standard success plan and training in the amount of \$466,307.98, subject to the availability of lawfully appropriated funds.

Director: Edgar, Cindy L. - Dir Eng/Ops Applications
VP: Datz, Stephen H. - VP Technical Services
Chief: Krol, Bradley D. (Brad) - Chief Information Officer

APPROVALS:

 5/5/22

Chairman, Awards Committee **Date**

 05.06.22

Elmore, Steven D.
Budget Representative **Date**

QUOTE CONFIRMATION



DEAR CLINT WILLIAMS,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MRQF962	3/30/2022	SPLUNK HOT STORAGE	7219250	\$466,307.98

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
SPLUNK CLD W COMPLIANCE SUB 100GB Mfg. Part#: SE-S-CLD-CP-ST-100GB ***** 1yr purchase, contract starts on the day this is purchased by JEA. This is a reoccurring cost every year Electronic distribution - NO MEDIA Contract: CARAHSOFT GSA SCHEDULE GS-35F-0119Y (GS-35F-0119Y)	3	6926634	\$74,265.41	\$222,796.23
SPLUNK ENT SEC SUB+STD SUCCESS PLAN Mfg. Part#: ES-S-CLD-ST-100GB ***** 1yr purchase, contract starts on the day this is purchased by JEA. This is a reoccurring cost every year Electronic distribution - NO MEDIA Contract: CARAHSOFT GSA SCHEDULE GS-35F-0119Y (GS-35F-0119Y)	3	6926645	\$35,644.70	\$106,934.10
Splunk Cloud - subscription license - 500 GB increments - with Splunk Data Mfg. Part#: SE-S-STOR-ENC UNSPSC: 43233204 ***** 1yr purchase, contract starts on the day this is purchased by JEA. This is a reoccurring cost every year Electronic distribution - NO MEDIA Contract: MARKET	165	5268840	\$572.64	\$94,485.60
SPLUNK ENT TERM LIC+SUP 50GB DAY Mfg. Part#: SE-T-LIC-ST-50GB Contract: CARAHSOFT GSA SCHEDULE GS-35F-0119Y (GS-35F-0119Y) ***** 1yr purchase, contract starts on the day this is purchased by JEA. This is a reoccurring cost every year Electronic distribution - NO MEDIA	3	5833999	\$3,936.81	\$11,810.43
SPLUNK ENT TERM LIC+STD SUCCESS PLAN Mfg. Part#: ES-T-LIC-ST-50GB ***** 1yr purchase, contract starts on the day this is purchased by JEA. This is a reoccurring cost every year Electronic distribution - NO MEDIA Contract: CARAHSOFT GSA SCHEDULE GS-35F-0119Y (GS-35F-0119Y)	3	6928735	\$1,968.35	\$5,905.05

QUOTE DETAILS (CONT.)

Splunk Education Service - pre-purchasing training funds unit	1	3861830	\$24,376.57	\$24,376.57
Mfg. Part#: EDU-UNIT-50				

One Time purchase				
Electronic distribution - NO MEDIA				
Contract: CARAHSOFT GSA SCHEDULE GS-35F-0119Y				
(GS-35F-0119Y)				

PURCHASER BILLING INFO	SUBTOTAL	\$466,307.98
Billing Address: JEA ACCOUNTS PAYABLE PO BOX 4910 JACKSONVILLE, FL 32201-4910 Phone: (904) 665-8402 Payment Terms: VISA	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$466,307.98
DELIVER TO	Please remit payments to:	
Shipping Address: JEA 21 W CHURCH ST TOWER 2 JACKSONVILLE, FL 32202-3155 Phone: (904) 665-6000 Shipping Method: ELECTRONIC DISTRIBUTION	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



John Vrablik

(877) 466-6333

johnvra@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$466,307.98	\$12,375.81/Month	\$466,307.98	\$14,329.64/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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GSA vs CDW Cost Compare							
ITEM #	QTY	GSA Unit \$	CDW Unit \$	GSA Ext \$	CDW Ext \$	Diff \$	Diff %
SE-S-CLD-CP-ST-100GB	3	\$ 94,790.93	\$ 74,265.41	\$ 284,372.79	\$ 222,796.23	\$ 61,576.56	21.65%
ES-S-CLD-ST-100GB	3	\$ 59,697.73	\$ 35,644.70	\$ 179,093.19	\$ 106,934.10	\$ 72,159.09	40.29%
SE-S-STOR-ENC	165	\$ 681.31	\$ 572.64	\$ 112,416.15	\$ 94,485.60	\$ 17,930.55	15.95%
SE-T-LIC-ST-50GB	3	\$ 37,808.56	\$ 3,936.81	\$ 113,425.68	\$ 11,810.43	\$ 101,615.25	89.59%
ES-T-LIC-ST-50GB	3	\$ 15,919.40	\$ 1,968.35	\$ 47,758.20	\$ 5,905.05	\$ 41,853.15	87.64%
EDU-UNIT-50	1	\$ 24,376.57	\$ 24,376.57	\$ 24,376.57	\$ 24,376.57	-	0.00%
TOTAL				\$ 761,442.58	\$ 466,307.98	\$ 295,134.60	42.52%

SE-S-CLD-CP-ST-100GB:

Found 2 products matching the following

criteria: GS-35F-0119Y ✖ and SE-S-CLD-CP-ST-100GB ✖

Search within

Search within results

Se

all

Limit Price

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SE-S-CLD-CP-ST-100GB

SPLUNK CLOUD SUBSCRIPTION

Mfr: SPLUNK INC.

\$94,790.93 EA

From 3 sources

DISAST **COOP**
PURCH **PURCH**

30 days delivered ARO

Contractor:

CARAHSOFT TECHNOLOGY CORPORATION



SE-S-CLD-CP-ST-100GB

SPLUNK SPLUNK CLOUD SUBSCRIPTION

Mfr: SPLUNK

\$94,790.93 EA

From 3 sources

DISAST **COOP**
PURCH **PURCH**

30 days delivered ARO

Contractor:

CARAHSOFT TECHNOLOGY CORPORATION

ES-S-CLD-ST-100GB:


Found 2 products matching the following

criteria: GS-35F-0119Y ✖ and ES-S-CLD-ST-100GB ✖

Search within

Limit Price

No image available at this time

ES-S-CLD-ST-100GB
SPLUNK ENTERPRISE SECURITY 

Mfr: SPLUNK INC.
\$59,697.73 EA

From 4 sources
DISAST PURCH **COOP PURCH**
30 days delivered ARO

Contractor:
CARAHSOFT TECHNOLOGY CORPORATION
contract#: GS-35F-0119Y
includes:

No image available at this time

ES-S-CLD-ST-100GB
SPLUNK ENTERPRISE 

Mfr: SPLUNK
\$59,697.73 EA

From 4 sources
DISAST PURCH **COOP PURCH**
30 days delivered ARO

Contractor:
Carahsoft Technology Corporation
contract#: GS-35F-0119Y
includes:

SE-S-STOR-ENC:

Search Results - Products

[Go to Expanded View](#)

criteria: GS-35F-0119Y and SE-S-STOR-ENC

Search within

Search within results

Search options

all the words

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Sort

Price - low to high

View as

[List](#)

No image available at this time

SE-S-STOR-ENC
TERM SOFTWARE - SPLUNK - SPLUNK CLOUD...

Mfr: SPLUNK INC.

from

\$681.31

From 3 sources

[eSOP](#) [eSOP](#)

[Price](#) [Price](#)

Includes:

[D](#)

No image available at this time

SE-S-SVC-STOR-ENC-TU
SPLUNK CLOUD SUBSCRIPTION

Mfr: SPLUNK

from

\$686.52

From 2 sources

[eSOP](#) [eSOP](#)

[Price](#) [Price](#)

Includes:

[D](#)

No image available at this time

SE-S-STOR-GOV-ENC
TERM SOFTWARE - SPLUNK - SPLUNK CLOUD...

Mfr: SPLUNK INC.

from

\$809.67

From 2 sources

[eSOP](#) [eSOP](#)

[Price](#) [Price](#)

Includes:

[D](#)

No image available at this time

SE-S-STOR-FED-ENC
SPLUNK CLOUD

Mfr: SPLUNK

from

\$815.87

From 2 sources

[eSOP](#) [eSOP](#)

[Price](#) [Price](#)

Includes:

[D](#)

SE-T-LIC-ST-50GB:

Search Results - Products

[Go to Expanded View](#)

criteria: [GS-35F-0119Y](#) and [SE-T-LIC-ST-50GB](#)

Search within

Search within results

Search options

all the words

[Update results](#)

Limit Price

Sort Price - low to high

View as

List

No image available at this time

SE-T-LIC-COD-ST-50GB-300
TERM SOFTWARE - SPLUNK ENTERPRISE

Mfr: SPLUNK
from
\$3,780.86

From 2 sources

COOP **DIGITAL**
PRICER **PRICER**

Includes:

[View details](#)

No image available at this time

SE-T-LIC-COD-ST-50GB-900
SPLUNK SPLUNK ENTERPRISE - CAPAC

Mfr: SPLUNK
from
\$11,342.57

From 3 sources

COOP **DIGITAL**
PRICER **PRICER**

Includes:

[View details](#)

No image available at this time

SE-T-LIC-COD-ST-50GB-1200
SPLUNK ENTERPRISE

Mfr: SPLUNK INC.
from
\$15,123.43

From 3 sources

COOP **DIGITAL**
PRICER **PRICER**

Includes:

[View details](#)

No image available at this time

SE-T-LIC-ST-50GB
SPLUNK SPLUNK ENTERPRISE - TERM

Mfr: SPLUNK
from
\$37,808.56

From 3 sources

COOP **CDM** **DIGITAL**
PRICER **PRICER**

Includes:

[View details](#)

ES-T-LIC-ST-50GB:

Search Results - Products

criteria: GS-35F-0119Y and ES-T-LIC-ST-50GB

Search within

Search within results

Search options

all the words

Limit Price

Sort

Price - low to high

No image available at this time

ES-T-LIC-ST-50GB
SPLUNK SPLUNK ENTERPRISE SECURIT

Mfr: SPLUNK
from
\$15,919.40

From 3 sources



Includes:



No image available at this time

ES-T-LIC-ST-50GB-2YR
SPLUNK SPLUNK ENTERPRISE SECURIT

Mfr: SPLUNK
from
\$31,838.79

From 3 sources



Includes:



No image available at this time

ES-T-LIC-ST-50GB-3YR
SPLUNK SPLUNK ENTERPRISE SECURIT

Mfr: SPLUNK
from
\$47,758.19

From 3 sources



Includes:



EDU-UNIT-50:

criteria: **GS-35F-0119Y** ✕ and **EDU-UNIT-50** ✕

Search within

[Search within results](#)

No image
available
at this time

EDU-UNIT-50

SPLUNK - EDUCATION

Mfr: SPLUNK INC.

from

\$24,376.57

From 3 sources

COOP DISAST
PURCH PURCH

Includes:

