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February 2, 2016

**VIA ELECTRONIC FILING
(FERGAS@HQ.DOE.GOV):
COURTESY COPY
SUBMITTED VIA U.S. MAIL**

Ms. Larine A. Moore
Docket Room Manager
Office of Fossil Energy (FE-34)
U.S. Department of Energy
1000 Independence Avenue, SW
Washington, DC 20585

Re: ***Eagle LNG Partners Jacksonville LLC, Docket No. 16-15-LNG***
**Application for Long-Term Authorization to Export Liquefied Natural Gas
to Both FTA and Non-FTA Countries**

Dear Ms. Moore:

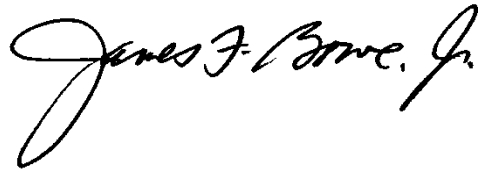
Enclosed for filing on behalf of Eagle LNG Partners Jacksonville LLC (“Eagle LNG”) is a fully executed Third Amendment to the Purchase and Sale Agreement covering the tract on which the Eagle LNG project will be developed. We submit this document in response to an informal request made by John Anderson, Director, Office of Regulation and International Engagement, on January 27, 2016. This submission is intended to supplement the application for long-term, multi-contract authorization under Section 3 of the Natural Gas Act to engage in exports of natural gas in the form of liquefied natural gas (“LNG”) which Eagle LNG submitted to your office on January 27, 2016.

Please be advised that the Amended Agreement should be treated Confidential, as it contains confidential business information.

Ms. Larine A. Moore
February 2, 2016
Page 2

Please acknowledge receipt of this document by email to speters@kslaw.com and jbowe@kslaw.com. If you have any questions regarding this supplemental submission, please feel free to contact me at 202 626-9601. Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in black ink that reads "James F. Bowe, Jr." The signature is written in a cursive style with a large, looping initial 'J'.

James F. Bowe, Jr.

Counsel for Eagle LNG Partners Jacksonville LLC

Enclosures

cc: Office of the Secretary, Federal Energy Regulatory Commission
(Docket No. PF15-7-000)

AGREEMENT

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Third Amendment ("**Third Amendment**") to that certain Purchase and Sale Agreement by and between EAGLE LNG PARTNERS JACKSONVILLE LLC, a Delaware limited liability company ("**Buyer**") and [REDACTED]

[REDACTED]

[REDACTED] (the "Land Trust")(collectively, "**Seller**") dated effective August 20, 2013, as amended by that certain First Amendment to Purchase and Sale Agreement dated effective as of February 18, 2014, as amended by that certain Second Amendment to Purchase and Sale Agreement dated effective as of December 10, 2014, and as affected by four extension letters dated April 16, 2014, June 16, 2014, August 14, 2014 and February 18, 2015 respectively, and as further affected by the October 6, 2014 conveyance by [REDACTED]

[REDACTED] individual interest in the Purchase and Sale Agreement to the [REDACTED] (collectively, the "**Contract**"), is made and executed by and between Buyer and Seller, to be effective as of the 2nd day of September 2015 ("**Third Amendment Effective Date**"). Buyer and Seller are, from time to time, referred to herein together as the "**Parties**". Capitalized terms used, but not defined herein shall have the meaning ascribed to such term in the Contract.

RECITALS

WHEREAS, the Parties wish to amend the Contract on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AMENDMENT

1. **Closing Date Extension Options.** Seller hereby grants to Buyer (a) one (1) option to extend the Closing for a period of approximately twelve (12) months (the "First Extension"), plus (b) four (4) additional options to extend the Closing for consecutive periods of 3 calendar months each (each, a "3 Month Extension"). The First Extension shall be exercised automatically upon full execution of this Third Amendment, and payment of the additional [REDACTED] Deposit described below, and shall extend the Closing to August 31, 2016. Each 3 Month Extension may be exercised, if at all, upon written notice from Buyer to Seller together with an additional Deposit in the amount described below to Seller on or before ten (10) ten days prior to the then scheduled Closing date, and if exercised, shall extend the Closing by an additional three (3) months. The failure to exercise an Extension Option shall nullify all subsequent Extension Options.

2. **Additional Deposits.** Within five (5) business days after full execution of this Third Amendment, Buyer shall pay directly to Seller, or to Seller's counsel's trust account, an additional Deposit in the amount of [REDACTED] which amount shall be applicable to the Purchase Price at Closing. In connection with the exercise of each respective 3 Month Extension, prior to the

commencement of a 3 Month Extension period, Buyer shall pay directly to Seller, or to Seller's counsel's trust account, an additional Deposit in the following amount:

First 3 Month Extension:

Second 3 Month Extension:

Third 3 Month Extension:

Fourth 3 Month Extension:

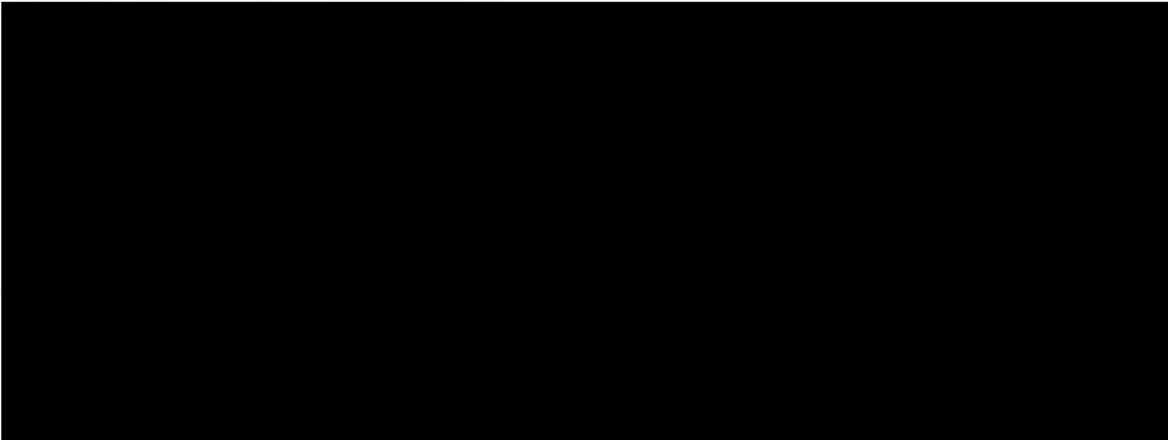


In each case, the Deposit for a 3 Month Extension shall be applicable to the Purchase Price at Closing.

3. Purchase Price Increases. Upon full execution of this Amendment, the Purchase Price, as set forth in Section 3 of the Contract, shall be increased to [REDACTED] which amount shall be considered the Purchase Price if Closing occurs on or before August 31, 2016. Upon the exercise of each 3 Month Extension, the Purchase Price shall increase by an amount equal to the amount of the additional Deposit required for such 3 Month Extension.

4. Legal Fees. Buyer agrees to pay up [REDACTED] of the cost of Seller's attorneys' fees incurred in connection with the negotiation and preparation of this Third Amendment.

5. Prorations and Closing Costs. Section 4(c) of the Contract is hereby amended such that Buyer shall be responsible for paying 100% of the cost of Buyer's title insurance (including search costs, premium and any endorsements requested by Buyer). Buyer agrees to pay to Seller, within fifteen (15) days after written request therefor, that portion of the 2015 real estate taxes applicable to the period from August 31, 2015 through December 31, 2015, as reduced pursuant to the 4% discount available for early payment in November. If Closing has not yet occurred, but the Contract is otherwise in effect, Buyer agrees to pay to Seller, within fifteen (15) days after written request therefor, that portion of the 2016 real estate taxes applicable to the 2016 calendar year, as reduced pursuant to the 4% discount available for early payment in November. Upon Closing, Seller will have no obligation to pay any portion of the prorated real estate taxes for the year of Closing.



7. Amendment to Section 7(iii). Seller agrees that in addition to the deeds required in Section 7(iii)(A) of the Contract, Seller shall also deliver at Closing an original duly executed and acknowledged quit-claim deed conveying to Buyer Seller's interest, without warranty of title, in and to

the real property described in the new legal description (the "New Description") prepared by Buyer's surveyor, provided that Buyer's surveyor certifies on its survey that the New Legal Description describes one and the same property as described in the legal description set forth in Exhibit A [REDACTED]

8. Terms and Conditions of the Contract. Other than as expressly set forth in this Third Amendment, all of the terms and conditions of the Contract are ratified and confirmed by the Parties in all respects as of the Third Amendment Effective Date, shall remain in full force and effect and shall apply to this Third Amendment; provided that to the extent there is a conflict between the terms of this Third Amendment and the terms of the Contract, the terms of this Third Amendment shall control to the extent of such conflict.

9. Counterparts. This Third Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

10. Time of the Essence. Time shall be of the very essence of this Agreement.

{remainder of page left blank intentionally}

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be signed as of the Third Amendment Effective Date.

BUYER:

**EAGLE LNG PARTNERS
JACKSONVILLE LLC,
a Delaware limited liability company**

By: [Signature]
Name: Sean Lalani
Title: President

APPROVED
[Signature]
LEGAL

SELLER:

[Redacted] TRUST

By: BANK OF AMERICA, N.A., Trustee

By: [Redacted]
By: [Redacted]
By: [Redacted]

[Redacted] TRUST

By: [Redacted]
By: [Redacted]

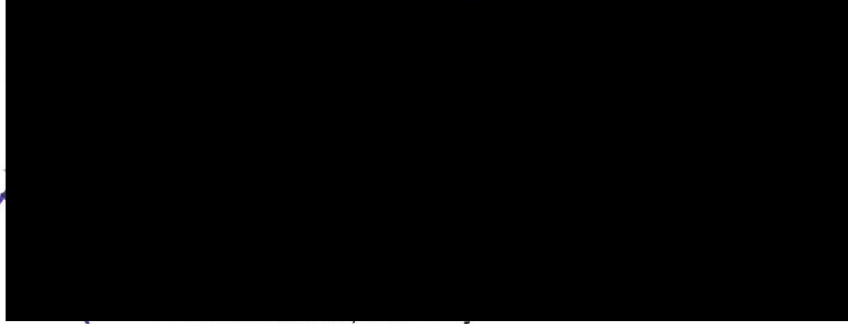
[Redacted]

By: BANK OF AMERICA, N.A., Trustee

By: [Redacted]
By: [Redacted]
By: [Redacted]
By: [Redacted]

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Ch

**ACKNOWLEDGED AND AGREED TO AS OF THE 2nd DAY OF SEPTEMBER 2015 BY THE
BENEFICIARIES OF THE LAND TRUST.**





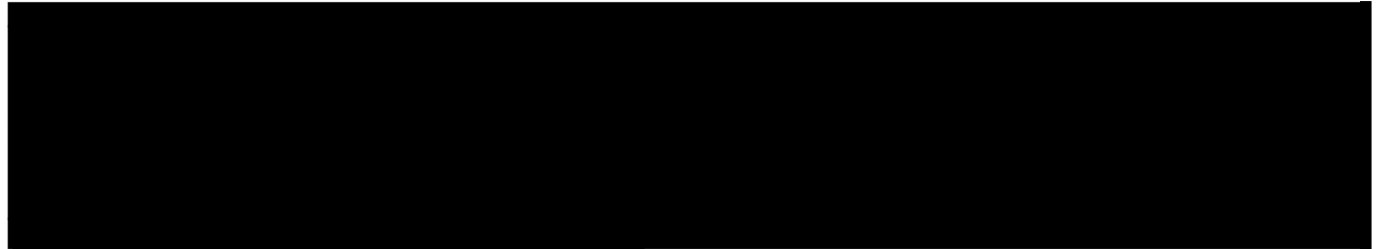
Fidelity National Title Insurance Company

**SCHEDULE B SECTION I
REQUIREMENTS**

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:

A.



individually and as Trustees under trust dated December 21, 1990 to Eagle LNG Partners Jacksonville LLC, a Delaware limited liability company.

Said deed should recite:

- (1) that the property conveyed is not the homestead property of any person; or
- (2) whose homestead the property is and the relation of that person to the trust.

NOTES:

1. If the property is the homestead of the settlor, the trustee or any beneficiary of the trust, such person, joined by spouse, if married, or with a recitation that the person is single, must also execute the deed.
2. If the property is not the homestead of the trustee and the Certification of Trust required below states that the trustee is not a beneficiary of the trust, the requirement for the trustee to execute the deed in his/her individual capacity may be deleted.

NOTE: See Memorandum of Purchase and Sale Agreement recorded in Official Records Book 16694, Page 453 and the Amendment to Memorandum of Purchase and Sale Agreement recorded in Official Records Book 17006, Page 52, Public Records of Duval County, Florida.

B. Intentionally Deleted.

3. Record a Certification of Trust for [REDACTED] Trust, The [REDACTED]; dated July 19, 2012 and unnamed trust dated December 21, 1990 as stated in Warranty Deed recorded in Official Records Book 7042, Page 2047, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustees. The Certification of Trust shall contain the following:

- a. A statement confirming the existence of the trust and its execution date.
- b. Identity of the settlor.
- c. The identity and address of the currently acting trustee.
- d. The trustee's powers.
- e. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.



**SCHEDULE B SECTION I
Requirements continued**

- f. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.
- g. The manner of taking title to trust property.
- h. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note:

1) If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.

2) If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.

- 4. Intentionally Deleted.
- 5. Intentionally Deleted.
- 6. Intentionally Deleted.
- 7. Intentionally Deleted.
- 8. Proof that the lands described in Deeds recorded in Official Records Book 3265, Page 919, Official Records Book 3265, Page 926, Warranty Deed recorded in Official Records Book 3265, Page 929, Deed recorded in Official Records Book 5002, Page 1186, corrected in Official Records Book 7011, Page 1554, Trustee's Deeds recorded in Official Records Book 6001, Page 564, Official Records Book 6001, Page 576 and Special Warranty Deed recorded in Official Records Book 7042, Page 2047, Public Records of Duval County, Florida, make up the entire parcel described on Exhibit A with no gaps or gores.
- 9. Intentionally Deleted.
- 10. Intentionally Deleted.
- 11. Intentionally Deleted.
- 12. Intentionally Deleted.
- 13. Intentionally Deleted.
- 14. Intentionally Deleted.
- 15. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2014 under Tax Folio Numbers: 111061-0000 111061-0100 111062-0000 108761-0300 108816-0000 108816-0500.

NOTE: 2014 Tax information is currently unavailable due to the 2015 Tax Certificate Sale.





**SCHEDULE B SECTION I
Requirements continued**

16. Proof of the good standing of Eagle LNG Partners Jacksonville LLC, a Delaware limited liability company, in the State of Delaware.

END OF SCHEDULE B SECTION I



Fidelity National Title Insurance Company

Order No.: 4511697
Customer Reference: 058292.004 (lcw#060345.002)

**SCHEDULE B SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments for the year 2015 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Intentionally Deleted.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Intentionally Deleted.
6. The nature, extent or existence of riparian rights is not insured.
7. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
8. Intentionally Deleted.
9. Conditions set forth in Deeds recorded in Official Records Book 1548, Page 484; Official Records Book 1656, Page 376 and Official Records Book 3265, Page 919, Public Records of Duval County, Florida.
10. Intentionally Deleted.
11. Intentionally Deleted.
12. Intentionally Deleted.
13. Intentionally Deleted.

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ALTA Commitment (6/17/06) (with FL Modifications)





Fidelity National Title Insurance Company

Order No.: 4511697
Customer Reference: 058292.004 (icw#060345.002)

**SCHEDULE B SECTION II
EXCEPTIONS**

14. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

Intentionally Deleted.

NOTE: 2014 Real Property Taxes status is unknown due to the 2015 Tax Certificate Sale under Tax I.D. Nos. 111061-0100; 111062-0000; 108816-0500; 111061-0000, 108761-0300 and 108816-0000.

NOTE: 2014 Tax information will become available once the 2015 Tax Certificate Sale has been completed.

NOTE: The Company reserves the right to make further requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

NOTE: If the proceeds of the loan to be secured by the insured mortgage are deposited with the Company or its authorized agent, Item 1 above shall be deemed deleted as of the time such funds are disbursed to or for the account of the borrower. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this commitment/policy shall refer to the public records of Duval County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 200 W. Forsyth Street , Suite 1710, Jacksonville, FL 32202; Telephone 904-633-9494.

Searched By: Ramee N. Heilig

END OF SCHEDULE B SECTION II

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ALTA Commitment (6/17/06) (with FL Modifications)





EXHIBIT "A"

Those parts of Lots 8, 9 and 10, inclusive, of the William Drummond Grant, known as Section 47, Township 1 South, Range 27 East, lying Southerly of Heckscher Drive A.K.A Zoo Parkway (variable width right of way) as recorded in Plat Book 1, Page 17, of the Former Public Records of Duval County, Florida.

and

Fraction Section 17, Township 1 South, Range 27 East, lying Southerly of the S.C.L Railroad (50' right of way), Duval County, Florida.

and

That part of Government Lot 1 of Section 20, Township 1 South, Range 27 East, Duval County, Florida, lying Southeasterly of the S.C.L. Railroad right of way; less and except any portion in the S.C.L. Railroad right of way and less and except any portion as contained in Quit Claim Deed in favor of the City of Jacksonville recorded in Deed Book 1337, Page 355, Public Records of Duval County, Florida.

and

A parcel of submerged land in Drummond Creek in unsurveyed Sections 20 and 21, Township 1 South, Range 27 East, Duval County, Florida, more particularly described as follows:

For a point of reference, commence at a concrete monument located at the most Westerly corner of Section 47, Township and Range aforementioned, and run South 27°38'20" East, along the line dividing said Section 47 from Sections 17 and 20, a distance of 2,230.00 feet to a point; run thence North 71°06'20" East, a distance of 858.36 feet to a point for Point of Beginning. From the Point of Beginning thus described, run South 31°27'01.8" East, a distance of 1,375.0 feet to a point; run thence South 76°27'01.8" East, a distance of 282.84 feet to a point; run thence South 58°32'58.2" West, a distance of 525.0 feet to a point near the line dividing said unsurveyed Sections 20 and 21; run thence North 19°47'27" West, a distance of 1,608.19 feet to the Point of Beginning.

and

A tract of sovereignty land lying in a portion of unsurveyed Section 20, Township 1 South, Range 27 East, Duval County, Florida, said tract being adjacent to the upland portion of said Section 20, and being more particularly described as follows:

For Point of Reference, commence at a concrete monument located at the most Westerly corner of the Wm. Drummond Grant, Section 47, Township and Range aforementioned, and run South 27°38'20" East, along the Southwesterly boundary of said Wm. Drummond Grant, the same being the Easterly boundary of Sections 17 and 20, in said Township, a distance of 1,550.0 feet to a point at the mean, or ordinary, high water line of Drummond Creek for Point of Beginning. From the Point of Beginning thus described, continue South 27°38'20" East, across the marshes of Drummond Creek, 680.0 feet to a point in the waters of said Creek, said point being on that certain bulkhead line approved by Resolution of the Board of County Commissioners on September 29, 1958, said point being a total of 2,230.0 feet from the Point of Reference; run thence in a Westerly direction along the extension of said bulkhead line, approved by Resolution of the Board of County Commissioners on August 22, 1960, and approved by the Trustees of the Internal Improvement Fund on September 13, 1960, as follows: First Course, South 60°42' West, a distance of 1,080.0 feet to a point; Second Course, North 82°47' West, a distance of 630.0 feet to a point; Third

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Exhibit "A" continued

Course, North 53°17' West, a distance of 475.0 feet to a point; Fourth Course, South 70°47' West, a distance of 250.0 feet to a point; Fifth Course, South 87°51' West, a distance of 205.0 feet to a point, said last mentioned point being the point of termination of said bulkhead line extension, said point of termination being near the Southwest corner of said Section 20; run thence North 22°16'10" West, a distance of 22.32 feet to a point at the mean, or ordinary, high water line of Drummond Creek; run thence in a Northeasterly, Easterly and Southeasterly direction, along said high water line as follows: First Course, North 73°43'10" East, a distance of 57.25 feet to a point; Second Course, North 3°06' East, a distance of 338.0 feet to a point; Third Course, South 71°33' East, a distance of 119.0 feet to a point; Fourth Course, North 12°43' East, a distance of 245.0 feet to a point; Fifth Course, North 58°20' East, a distance of 271.0 feet to a point; Sixth Course, North 42°18' East, a distance of 222.0 feet to a point; Seventh Course, North 87°51' East, a distance of 115.0 feet to a point; Eighth Course, South 57°30' East, a distance of 152.0 feet to a point; Ninth Course, North 72°35' East, a distance of 102.0 feet to a point; Tenth Course, South 63°33' East, a distance of 227.0 feet to a point; Eleventh Course, North 40°21' East, a distance of 226.0 feet to a point; Twelfth Course, South 76°40' East, a distance of 245.0 feet to a point; Thirteenth Course, North 70°30' East, a distance of 134.0 feet to a point; Fourteenth Course, South 70°41' East, a distance of 225.0 feet to a point; Fifteenth Course, North 79°02' East, a distance of 198.0 feet to the Point of Beginning.

and

A tract of submerged or overflowed lands in the St. Johns River lying partly in Unsurveyed Section 20, and partly in Unsurveyed Section 21, Township 1 South, Range 27 East, Duval County, Florida, said tract being adjacent to upland, described as Lots 6 through 10, inclusive, according to a Subdivision of the Wm. Drummond Grant, Section 47, Township and Range aforementioned, recorded in the Former Public Records of said County in Plat Book 1, Page 17, said tract being more particularly described as follows:

For a point of reference, commence at a concrete monument located at the most Westerly corner of said Wm. Drummond Grant, said monument being also the most Westerly corner of the aforesaid Lot 10, and run South 27°38'20" East, along the Southwesterly boundary of said Wm. Drummond Grant, the same being the Southwesterly boundary of said Lot 10, a distance of 1,550.0 feet to a point at the mean or ordinary high water line of Drummond Creek for Point of Beginning.

From the Point of Beginning thus described, continue South 27°38'20" East, across the marshes of Drummond Creek, 680.0 feet to a point in the waters of said Creek, said point being on that certain bulkhead line approved by Resolution of the Board of County Commissioners on September 29, 1958, said point being a total of 2,230.0 feet from the point of reference; run thence along said bulkhead line as follows: First Course, North 71°06'20" East, a distance of 858.36 feet to a point in said Drummond Creek; Second Course, South 31°27'01.8" East, at right angles to the St. Johns River Ship Channel, as said Channel is now established by U.S.E.D., a distance of 1,375.0 feet to a point in the mouth of said Drummond Creek; Third Course, South 76°27'01.8" East, a distance of 282.84 feet to a point which is distant 600.0 feet Northwesterly from the Northwesterly boundary of St. Johns River Ship Channel, when measured at right angles thereto; Fourth Course, North 58°32'58.2" East, parallel with said Ship Channel, 1,486.38 feet to a point on the Southeasterly prolongation of the line dividing Lots 5 and 6 of the aforementioned Subdivision of the Wm. Drummond Grant, said line and said prolongation bears South 22°12'10" East; run thence North 22°12'10" West, along said prolongation, 1,280 feet, more or less, to a point on the mean high water line of the St. Johns River; run thence in a Westerly direction along said mean high water line and along the former mean high water line (now covered by a sand fill) following the meanders of said line, a total distance of 3,200 feet, more or less, to the Point of Beginning. Excepting from

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Exhibit "A" continued

the above described tract those lands described as Parcel B and conveyed in Official Records Book 2835, Page 1163, Public Records of Duval County, Florida.

and

Two Islands shown as Island "B" and Island "C" on a map of survey by Young & Croasdell, Inc., dated October 18, 1941, being Islands on the North side of the channel of the St. Johns River and more particularly described as follows:

Island "B"

Beginning at an iron pipe at the Southeasterly corner of Lot 6 of Drummond Grant Subdivision recorded in Plat Book 1, Page 17, of the former Public Records of Duval County, Florida:

Then South 27°56'50" West 1,232.56 feet to an iron pipe on the Northwesterly side of Island. The said Island has approximate dimensions 150 feet North and South by 85 feet East and West.

Island "C"

Beginning at an iron pipe at the Southeasterly corner of Lot 6 of Drummond Grant Subdivision recorded in Plat Book 1, Page 17, of the former Public Records of Duval County, Florida:

Then South 33°33'50" West 1,785.11 feet to an iron pipe on the Northwesterly side of Island. The said Island is nearly circular in form having a diameter of approximately 40 feet.

All of the lands above being more particularly described as follows:

All that Tract or Parcel of land lying and being in Sections 47, 17 and 20, Government Lots 1 and 4, the unsurveyed and submerged lands of Sections 20 and 21 and 47 and Lots 8, 9 and 10 of the William Drummond Grant as recorded in Plat Book 1, Page 17 in Township 1 South, Range 27 East, lying South of Heckscher Drive, A.K.A. Zoo Boulevard (Variable Right-Of-Way) and Southeasterly of the S.C.L. Railroad (50' Right-Of-Way) in Duval County, Florida and being more particularly described as follows:

Beginning at a concrete monument located at the most Westerly corner of the William Drummond Grant, Section 47, Township 1 South, Range 27 East and being a common corner with Section 17; run thence along the common line of Section 47 and 17 N 62°34'00" E a distance of 2188.56 feet to a point; said point being on the prolongation of the common line of Lots 7 and 8 of the William Drummond Grant, thence along said prolongation line S 22°47'20" E a distance of 103.86 feet to a 1" open top pipe found on the Northerly Right Of Way of the S.C.L. Railroad, (100' Right Of Way at this point); thence continuing S 22°47'20" E a distance of 50.45 feet to a point on the Southerly Right Of Way of said Railroad; thence continuing S 22°47'20" E a distance of 982.11 feet to a 5/8" rebar found on the Northerly Right Of Way of Heckscher Drive, A.K.A. Zoo Parkway (Variable Right Of Way); thence S 22°47'20" E a distance of 109.40 feet to a 1" open top pipe found on the Southerly Right Of Way of said Drive and the true POINT OF BEGINNING.

Thus having established the true POINT OF BEGINNING and leaving said Right of Way and continuing on the line common with Lots 7 and 8 of the William Drummond Grant S 22°47'20" E a distance of 821.27 feet to a concrete monument found; thence S 22°47'20" E a distance of 50.00' to a 5/8" open top pipe found; thence S 22°47'20" E a distance of 30.00 feet to a point; said point being on the mean high water line of the St. Johns River; thence N 71°39'31" E a distance of 195.23 feet to a point; thence S 22°12'10" E a distance of 1682.50 feet to point on the bulkhead

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ALTA Commitment (6-17-06)



Exhibit "A" continued

line of the St. Johns River as approved by Resolution of the Board of County Commissioners on August 22, 1960 and approved by The Trustees Of The Internal Improvement Fund on September 13, 1960; thence along said bulkhead line S 58°32'58" W a distance of 886.38 feet to a point; thence continuing along said bulkhead line S 58°32'58" W a distance of 525.00 feet to a point; thence N 19°47'27" W a distance of 1608.18 feet to the waters of Drummond Creek; thence continuing along said bulkhead line the following calls; thence S 71°06'20" W a distance of 858.36 feet; thence S 60°42'00" W a distance of 1080.00 feet; thence N 82°47'00" W a distance of 630.00 feet; thence N 53°17'00" W a distance of 475.00 feet; thence S 70°47'00" W a distance of 250.00 feet; thence S 87°51'00" W a distance of 205.00 feet; thence N 22°16'10" W a distance of 22.32 feet to the end of said bulkhead line; thence N 21°15'55" W a distance of 317.62 feet to a point on the Southeasterly Right Of Way of the S.C.L. Railroad (50' Right Of Way); thence along said Southeasterly Right Of Way N 44°42'36" E a distance of 2134.34 feet to a rebar set; thence with a curve turning to the right with an arc length of 414.89', with a radius of 2863.79', with a chord bearing of N 50°21'14" E, with a chord length of 414.53' to a rebar set on the Southerly Right Of Way of said Heckscher Drive; thence along said Southerly Right Of Way of Heckscher Drive S 88°54'41" E a distance of 1018.35 feet to a concrete monument found; thence N 01°05'19" E a distance of 15.00 feet to a concrete monument found; thence S 88°54'41" E a distance of 300.00 feet to a rebar set; thence N 01°05'19" E a distance of 10.00 feet to a rebar set; thence S 88°54'41" E a distance of 763.61 feet to the true POINT OF BEGINNING.

