

This Instrument Prepared By:  
Tiana D. Brown  
Action No. 43807  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

---

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 160224032

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Jacksonville, Florida hereinafter referred to as the Lessee, the sovereignty lands described as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in  
Section 29, Township 03 South, Range 27 East, in Goodby's Creek,  
Duval County, Florida, containing 11,600 square feet, more or less,  
as is more particularly described and shown on Attachment A, dated May 11, 2001.

TO HAVE THE USE OF the hereinabove described premises from November 27, 2021, the effective date of this lease renewal, through November 27, 2026, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate a public boat ramp and two accessory docks to be used exclusively for launching and loading of recreational vessels in conjunction with an upland park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 16-180250-001-EL, dated January 3, 2002, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[ 02 ]

2. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. **SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS:** Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. **EXAMINATION OF LESSEE'S RECORDS:** For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. **MAINTENANCE OF LESSEE'S RECORDS:** The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. **PROPERTY RIGHTS:** The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. **INTEREST IN RIPARIAN UPLAND PROPERTY:** During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Jacksonville, Florida  
117 West Duval Street, Suite 400  
Jacksonville, FL 32202

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITION: The Lessee shall maintain a special informational display specific to manatee use of Goodby's Creek and the area speed zones in the vicinity of this facility. The sign shall be placed in a location that is visible to the users of this boat ramp. The Lessee shall coordinate with the Office of Environmental Services, Florida Fish and Wildlife Conservation Commission, OES-BPS, 620 S. Meridian Street, Tallahassee, Florida 32399-1600.

*[Remainder of page intentionally left blank, Signature page follows]*

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY:

Brad Richardson, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board  
of Trustees of the Internal Improvement Trust Fund of the  
State of Florida.

Original Signature

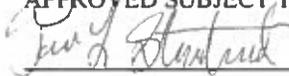
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



7/5/2021

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

City of Jacksonville, Florida (SEAL)

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Typed/Printed Name of Witness

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Typed/Printed Name of Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Original Signature of Executing Authority

Lenny Curry  
\_\_\_\_\_  
Typed/Printed Name of Executing Authority

Mayor  
\_\_\_\_\_  
Title of Executing Authority

“GRANTEE”

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Lenny Curry as Mayor, and by James R. McCain, Jr., as Corporation Secretary for and on behalf of City of Jacksonville, Florida. They are personally known to me or who have produced \_\_\_\_\_, as identification.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

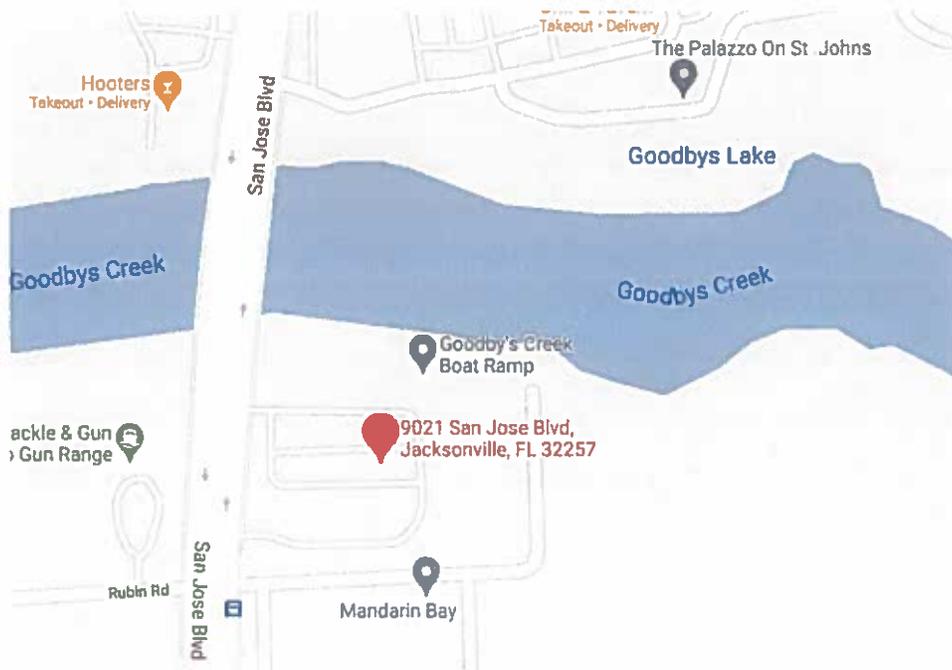
\_\_\_\_\_  
Printed, Typed or Stamped Name

Form Approved:

By: \_\_\_\_\_  
Office of General Counsel

Attested By:

\_\_\_\_\_  
James R. McCain, Jr. as  
Corporation Secretary





Advancing Quality of Life, by Design®  
 1900 Corporate Square Boulevard  
 Jacksonville, Florida 32216

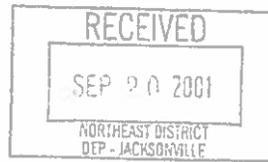


GOODBY'S CREEK PREEMPTED AREA

PART OF GOODBY'S CREEK LYING WITHIN GOVERNMENT LOT 2, SECTION 29, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5990, PAGE 882 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 88°14'56" WEST ALONG THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 492.25 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF SAN JOSE BOULEVARD (STATE ROAD NO. 13, A VARYING RIGHT-OF-WAY WIDTH BY FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 72160-2550), SAID POINT LYING ON A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 3,783.72 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 176.85 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°25'45" EAST AND A CHORD DISTANCE OF 176.83 FEET TO THE END OF SAID CURVE; THENCE NORTH 07°54'13" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 219.59 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 05°40'47" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.94 FEET TO A POINT LYING ON THE MEAN HIGH WATER LINE OF GOODBY'S CREEK, AS LOCATED BY SURVEY PERFORMED BY BHR, INC. ON NOVEMBER 6, 2000; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF SAN JOSE BOULEVARD AND ALONG SAID MEAN HIGH WATER LINE, THE FOLLOWING SEVEN COURSES: COURSE NO. 1) SOUTH 77°27'37" EAST, A DISTANCE OF 20.50 FEET; COURSE NO. 2) SOUTH 75°46'35" EAST, A DISTANCE OF 30.96 FEET; COURSE NO. 3) SOUTH 77°47'22" EAST, A DISTANCE OF 21.45 FEET; COURSE NO. 4) SOUTH 64°54'03" EAST, A DISTANCE OF 25.06 FEET; COURSE NO. 5) NORTH 81°28'09" EAST, A DISTANCE OF 19.77 FEET; COURSE NO. 6) NORTH 77°50'51" EAST, A DISTANCE OF 17.26 FEET; COURSE NO. 7) SOUTH 74°10'59" EAST, A DISTANCE OF 8.30 FEET TO THE POINT OF BEGINNING; THENCE NORTH 18°04'16" EAST LEAVING SAID MEAN HIGH WATER LINE, A DISTANCE OF 28.89 FEET; THENCE SOUTH 78°31'15" EAST, A DISTANCE OF 250.00 FEET; THENCE DUE SOUTH ALONG A LINE TO ITS INTERSECTION WITH AFORESAID MEAN HIGH WATER LINE OF GOODBY'S CREEK, A DISTANCE OF 52.38 FEET; THENCE ALONG SAID MEAN HIGH WATER LINE, THE FOLLOWING TEN COURSES: COURSE NO. 1) SOUTH 84°43'14" WEST, A DISTANCE OF 3.53 FEET; COURSE NO. 2) NORTH 88°19'49" WEST, A DISTANCE OF 33.69 FEET; COURSE NO. 3) NORTH 79°46'21" WEST, A DISTANCE OF 21.66 FEET; COURSE NO. 4) NORTH 68°16'01" WEST, A DISTANCE OF 29.65 FEET;

COURSE NO. 5) NORTH 68°59'17" WEST, A DISTANCE OF 37.93 FEET;  
COURSE NO. 6) NORTH 71°28'25" WEST, A DISTANCE OF 25.47 FEET;  
COURSE NO. 7) NORTH 70°34'54" WEST, A DISTANCE OF 42.79 FEET;  
COURSE NO. 8) NORTH 60°54'36" WEST, A DISTANCE OF 20.82 FEET;  
COURSE NO. 9) NORTH 75°53'03" WEST, A DISTANCE OF 30.99 FEET;  
COURSE NO. 10) NORTH 74°10'59" WEST, A DISTANCE OF 20.53 FEET TO  
THE POINT OF BEGINNING.

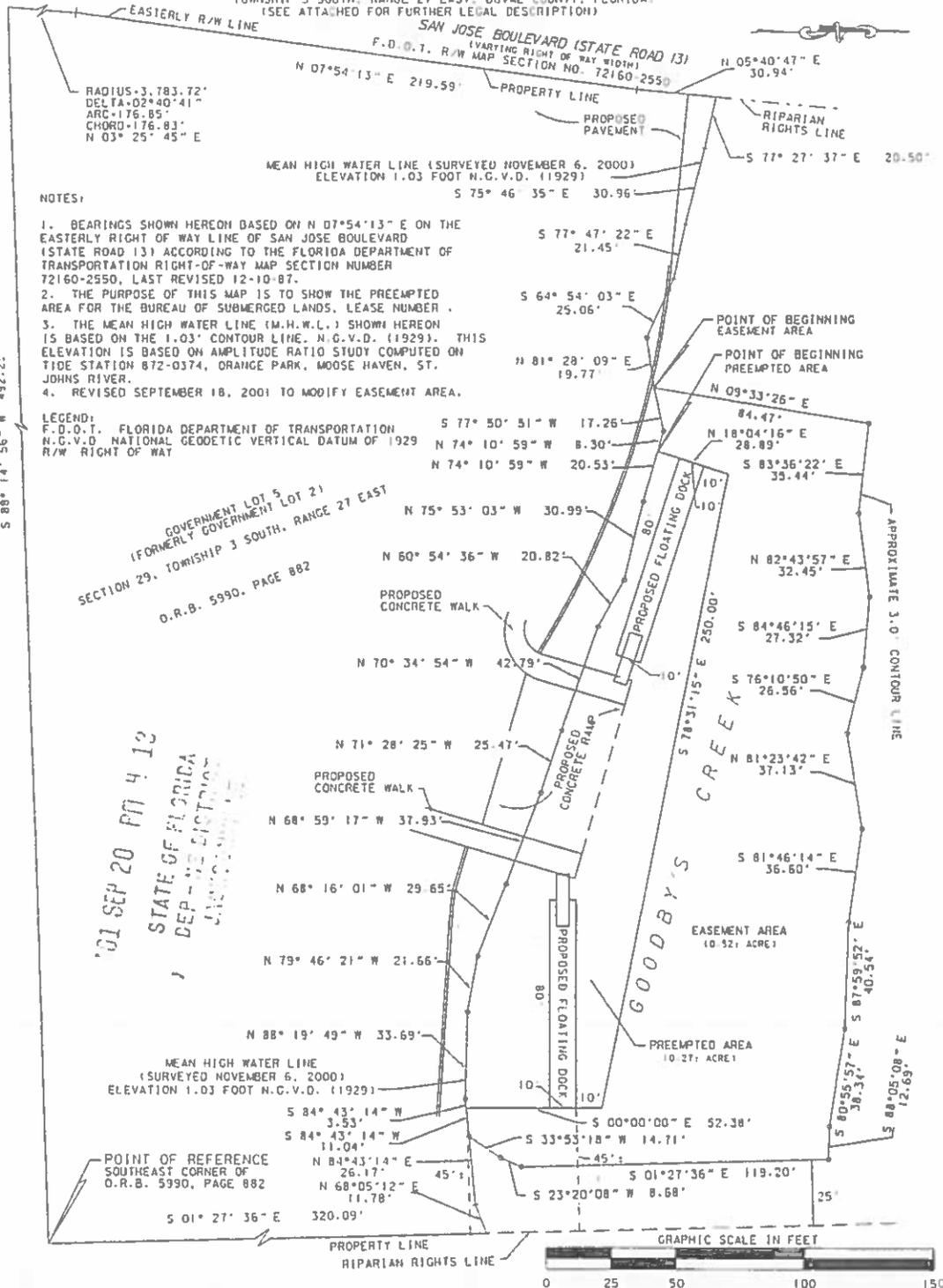
CONTAINING 0.27 ACRES (11,600 SQUARE FEET) MORE OR LESS.



Q:\Survey\Legals\goodby's crk\presumpt area.wpd

MAP SHOWING SPECIAL PURPOSE SURVEY OF

GOODBY'S CREEK PREEMPTED AREA AND EASEMENT AREA  
 A PART OF GOODBY'S CREEK, LYING WITHIN GOVERNMENT LOT 2, SECTION 29,  
 TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUCAL COUNTY, FLORIDA.  
 (SEE ATTACHED FOR FURTHER LEGAL DESCRIPTION)



NOTES:

1. BEARINGS SHOWN HEREON BASED ON N 07°54'13" E ON THE EASTERLY RIGHT OF WAY LINE OF SAN JOSE BOULEVARD (STATE ROAD 13) ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NUMBER 72160-2550, LAST REVISED 12-10-87.
2. THE PURPOSE OF THIS MAP IS TO SHOW THE PREEMPTED AREA FOR THE BUREAU OF SUBMERGED LANDS, LEASE NUMBER .
3. THE MEAN HIGH WATER LINE (M.H.W.L.) SHOWN HEREON IS BASED ON THE 1.03' CONTOUR LINE, N.G.V.D. (1929). THIS ELEVATION IS BASED ON AMPLITUDE RATIO STUDY COMPUTED ON TIDE STATION 872-0374, ORANGE PARK, MOOSE HAVEN, ST. JOHNS RIVER.
4. REVISED SEPTEMBER 18, 2001 TO MODIFY EASEMENT AREA.

LEGEND:

F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION  
 N.G.V.D. NATIONAL GEODETIC VERTICAL DATUM OF 1929  
 R/W RIGHT OF WAY

GOVERNMENT LOT 5  
 FORMERLY GOVERNMENT LOT 21  
 SECTION 29, TOWNSHIP 3 SOUTH, RANGE 27 EAST  
 O.R.B. 5990, PAGE 882

01 SEP 20 PM 4:12  
 STATE OF FLORIDA  
 DEPARTMENT OF  
 CONSUMER SERVICES



Engineers  
 Planners  
 Landscape Architects  
 Surveyors

Advancing Quality of Life, by Design  
**B.H.R., Inc.**  
 1900 Corporate Square Boulevard • Jacksonville, Florida 32216 •  
 (904) 721-2991 • Fax: (904) 725-0171  
 Certification Number LB 6739

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES AND 6017-6 OF THE FLORIDA ADMINISTRATIVE CODE.

*Brenda D. Catone*  
 CARL J. SCHEELHASE FLA. P.S.M. CERT. NO. LS 5021  
 BRENDA D. CATONE FLA. P.S.M. CERT. NO. LS 5447  
 JOSEPH K. LEKA FLA. P.S.M. CERT. NO. LS 6016

DATED: MAY 11, 2001  
 SCALE: 1" = 50'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REQ. NO. 00201.01

01 Survey.dwg 11/21/01 11:23:45 San Jose Bay Meadows #6000BY LEASE.DGN

Prepared by: John M. Jones  
City of Jacksonville  
  
Returns to: Real Estate Division, DPW  
Room 1208, City Hall Annex  
220 East Bay Street  
  
Project: Goodby's Creek Boat Ramp Site  
Parcel: 100  
RE #: 148707-0000

Doc# 2002046044  
Book: 10359  
Pages: 1784 - 1785  
Filed & Recorded  
02/15/2002 01:50:00 PM  
JIM FULLER  
CLERK CIRCUIT COURT  
DUVAL COUNTY  
TRUST FUND \$ 1.50  
DEED REC STAMP \$ 5,985.00  
RECORDING \$ 9.00

### WARRANTY DEED

THIS INDENTURE, made this 15<sup>th</sup> day of February, 2002, by, MOHAMMED N. MONA, conveying non-homestead property, hereinafter referred to as the "Grantor", whose address is 580 W. 8<sup>th</sup> Street, Jacksonville, Florida 32209, to the CITY OF JACKSONVILLE, a Municipal Corporation, hereinafter referred to as the "Grantee", whose business address is 117 West Duval Street, Jacksonville, Florida, 32202.

WITNESSETH: Grantor, for and in consideration of the sum of EIGHT HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$855,000.00), receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee, its successors and assigns forever, that certain piece, parcel or tract of land in Duval County, Florida described as follows:

SEE EXHIBIT "A" ATTACHED

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND HOLD the same in fee simple forever. Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

Signed and Sealed in Our Presence:

GRANTOR:

(sign) [Signature]  
(print) John M. Jones  
(sign) [Signature]  
(print) John M. Jones

[Signature]  
MOHAMMED N. MONA

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing was acknowledged before me this 15<sup>th</sup> day of February, 2002, by MOHAMMED N. MONA, conveying non-homestead property. Such person is personally known to me or produced \_\_\_\_\_ as identification.



John M. Jones  
MY COMMISSION # CCFM1538 EXPIRES  
April 18, 2004  
BONDHOLD TRUSTEES FIDELITY INSURANCE, INC.

[Signature]  
NOTARY PUBLIC  
State of Florida

(17)

2

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF DUVAL AND STATE OF FLORIDA, AND BEING A PART OF GOVERNMENT LOT 2, SECTION 29, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH BANK OF GOODBY'S LAKE WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 13 (KNOWN AS THE MANDARIN ROAD) AS SAID ROAD LINE IS NOW ESTABLISHED BY DEED RECORDED IN DEED BOOK 939, PAGE 175 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, RUNNING THENCE IN A SOUTHERLY DIRECTION ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 13 A DISTANCE OF 425 FEET, MORE OR LESS, TO A POINT MARKED BY AN IRON AXLE LOCATED IN THE SOUTH LINE OF THE PROPERTY CONVEYED BY P.E. MCINTIRE AND DOROTHY MCINTIRE, HIS WIFE, TO M. EDNA BEYER, RECORDED IN DEED BOOK 732, PAGE 42 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; RUNNING THENCE NORTH 88 DEGREES 15 MINUTES EAST ALONG SAID FENCE AND AN EXTENSION THEREOF, A DISTANCE OF 505.5 FEET MORE OR LESS; TO A POINT MARKED BY AN IRON AXLE; AT THE CORNER OF THE LANDS DESCRIBED IN O/R 5158, PAGE 960, RUNNING THENCE NORTH 1 DEGREE 45 MINUTES WEST ALONG THE REMAINS OF AN OLD FENCE A DISTANCE OF 341 FEET TO A POINT MARKED BY AN IRON AXLE; THENCE CONTINUING NORTH 1 DEGREE 45 MINUTES WEST A DISTANCE OF 30 FEET; MORE OR LESS TO THE SOUTH BANK OF GOODBY'S LAKE AND RUNNING THENCE WEST ALONG SAID SOUTH BANK OF GOODBY'S LAKE A DISTANCE OF 480 FEET MORE OR LESS TO THE POINT OF BEGINNING.

