

This Instrument Prepared By:
Celeda Wallace
Action No. 42125
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. 161272789

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 45, Township 02 South, Range 27 East, in St Johns River Duval County, Florida, containing 253,347 square feet, more or less, as is more particularly described and shown on Attachment A, dated August 17, 1989, August 25, 1992, and January 31, 1994.

TO HAVE THE USE OF the hereinabove described premises from March 13, 2020, the effective date of this lease renewal, through March 13, 2025, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate a 78-slip public marina with semi-annual boat shows and other special events to be used exclusively for mooring of recreational vessels in conjunction with an upland park and sports complex, 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 liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Environmental Resource Permit No. 162426799, dated July 18, 1994, Permit Modification No. 162426799, dated December 27, 1994 and Permit Modification No. 16-136937-001-DF, dated March 5, 1998. All of the foregoing subject to the remaining conditions of this lease.

[02-29]

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
214 N Hogan Street
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 "liveboard" 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 liveboards are authorized by paragraph one (1) of this lease, in no event shall such "liveboard" 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 CONDITIONS:

A. Within 60 days after the Lessor's execution of this lease, the Lessee shall install and display permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation. The Lessee shall maintain these signs during the term of this lease and all subsequent renewal terms and shall be required to replace the signs in the event they become faded, damaged or outdated. The Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street – 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

B. The Lessee shall install and maintain, during the term of this lease and all subsequent renewal terms, reflective markers and lighted aids to navigation at all distant corners of the facility and at the ends of each pier. The lighted aides are required to be on at night and during limited visibility conditions.

C. No vessel is allowed to moor at the docking facility for more than 72 consecutive hours, except for the Lessee's marine vessels utilized in conjunction with public fire/rescue responses.

D. With the exception of the Jacksonville Jaguars home football games, the annual Jacksonville Jazz festival, the annual World of Nations Celebration, the Spring Music Festival, twelve ticketed events per calendar year at Metropolitan Park, the Florida-Georgia football game, the Gator Bowl football game, Atlantic Coast Conference Championship football game and semi-annual boat shows, the marina shall be open to the public without charge on a "first come, first served" basis, as defined in subsection 18-21.003(27), Florida Administrative Code. The Lessee shall use any revenues collected from the activity on or use of the leased premises solely for the purposes of operation and maintenance of the marina.

[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:



5/31/2020

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

BY: _____
Original Signature of Executing Authority

Typed/Printed Name of Witness

Lenny Curry _____
Typed/Printed Name of Executing Authority

Original Signature

Mayor _____
Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by Lenny Curry as Mayor, for and on behalf of City of Jacksonville, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

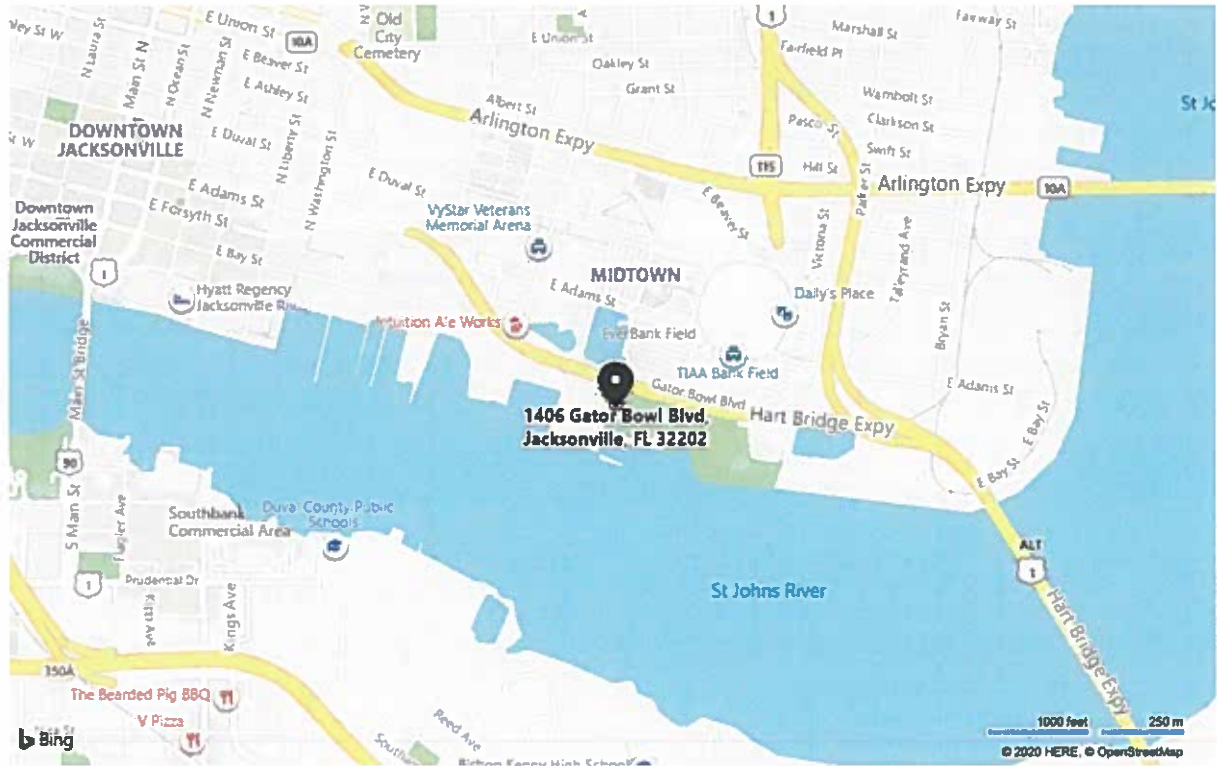
Commission/Serial No. _____

Printed, Typed or Stamped Name

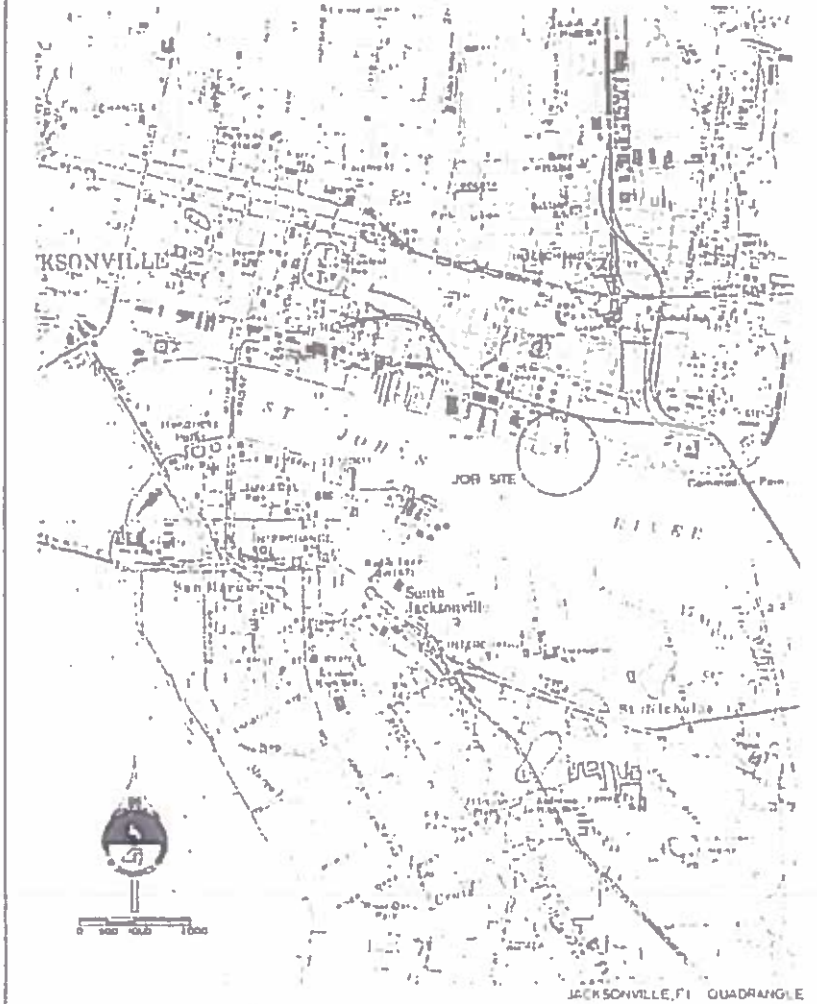


1406 Gator Bowl Blvd, Jacksonville, FL 32202

Location: 30.321138, -81.641519



BOUNDARY MAP SHOWING SUBMERGED LAND LEASE SURVEY OF
 A PART OF THE SUBMERGED LANDS OF THE ST. JOHNS RIVER LYING
 SOUTHERLY OF A PART OF THE E. HUDNALL GRANT, SECTION 45,
 TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA.



CERTIFICATION
 THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE UNDER THE UNDERSIGNED'S
 RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPILES WITH
 ALL OF THE REQUIREMENTS FOR MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS
 IN THE STATE OF FLORIDA (RULE NO. 83-1000, F.A.C., DECEMBER 18, 1983)

CITY OF JACKSONVILLE, FLORIDA		ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS	
DATE: 11/1/09		FILE NO: 12/2725	

APPROVED
 DESCRIPTION AGREES
 WITH MAP
 CITY ENGINEERS OFFICE
 TOPO/SURVEY BRANCH
 By *[Signature]* Date 4-21-21

A PART OF THE SUBMERGED LANDS OF THE ST. JOHNS RIVER LYING SOUTHERLY OF A PART OF THE E. HUDNALL GRANT, SECTION 45, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF A SOUTHERLY PRODUCTION OF THE WESTERLY RIGHT OF WAY LINE OF BRIDIER STREET (A 50.5 FOOT WIDE RIGHT OF WAY) WITH THE SOUTHERLY RIGHT OF WAY LINE OF ADAMS STREET (A 50 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 71°28'46" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 195.08 FEET TO THE NORTHEASTERLY CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS VOLUME 5739, PAGE 1128 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH 18°35'50" WEST, ALONG THE EASTERLY LINE OF SAID LANDS, A DISTANCE OF 1282.41 FEET TO THE FACE OF A STEEL BULKHEAD ALONG SAID ST. JOHNS RIVER AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE FACE OF SAID BULKHEAD AND A SOUTHWESTERLY PRODUCTION THEREOF THE FOLLOWING 4 COURSES:
 COURSE 1, THENCE NORTH 71°43'11" WEST A DISTANCE OF 508.42 FEET;
 COURSE 2, THENCE SOUTH 18°18'49" WEST A DISTANCE OF 2.48 FEET;
 COURSE 3, THENCE NORTH 71°43'11" WEST A DISTANCE OF 10.98 FEET;
 COURSE 4, THENCE SOUTH 17°47'31" WEST A DISTANCE OF 229.03 FEET;
 THENCE SOUTH 85°17'47" EAST A DISTANCE OF 522.01 FEET; THENCE NORTH 88°58'49" EAST A DISTANCE OF 524.44 FEET TO THE APPARENT MEAN HIGH WATER LINE OF SAID ST. JOHNS RIVER; THENCE NORTHERLY, NORTHWESTERLY, SOUTHWESTERLY, AND NORTHWESTERLY, ALONG SAID APPARENT MEAN HIGH WATER LINE, A DISTANCE OF 701 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.
 CONTAINING 253,347 SQUARE FEET OR 5.816 ACRES, MORE OR LESS

NOTES:

BEARING ALONG SOUTHERLY RIGHT OF WAY LINE OF ADAMS STREET BASED ON CITY OF JACKSONVILLE MAP OF METROPOLITAN PARK, DRAWING T-88-82, DATED 5-24-82, ROAD FILE 6008

ALL UPLANDS OWNED BY CITY OF JACKSONVILLE, 220 E. BAY STREET, JACKSONVILLE, FLORIDA 32202

SURVEY DATA:

S-418, PAGES 1-18, BY RODGERS, DATED 3-23-82
 S-567, PAGES 126-157, BY RODGERS, DATED 1-12-89
 S-588, PAGES 77-82, BY RODGERS, DATED 1-12-89
 S-603, PAGES 38-81, BY O'NEIL, DATED 7-13-89



INDICATES ELEVATIONS, N.V.D.

BENCH MARK USED: CROSS CUT ON BOTTOM CONCRETE STEP TO 1010 ADAMS STREET 112' EASTERLY OF CENTERLINE OF FLORIDA AVENUE, AND 117' SOUTHERLY OF CENTERLINE OF ADAMS STREET ELEVATION 7.888' N.V.D.

BENCH MARK SET 1: CROSS CUT ON HEADMALL, 10' WESTERLY OF EASTERLY PROPERTY LINE OF OFFICIAL RECORDS VOLUME 5739, PAGE 1128 AND 1,259,04' SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF ADAMS STREET, ELEVATION 8.18' N.V.D.

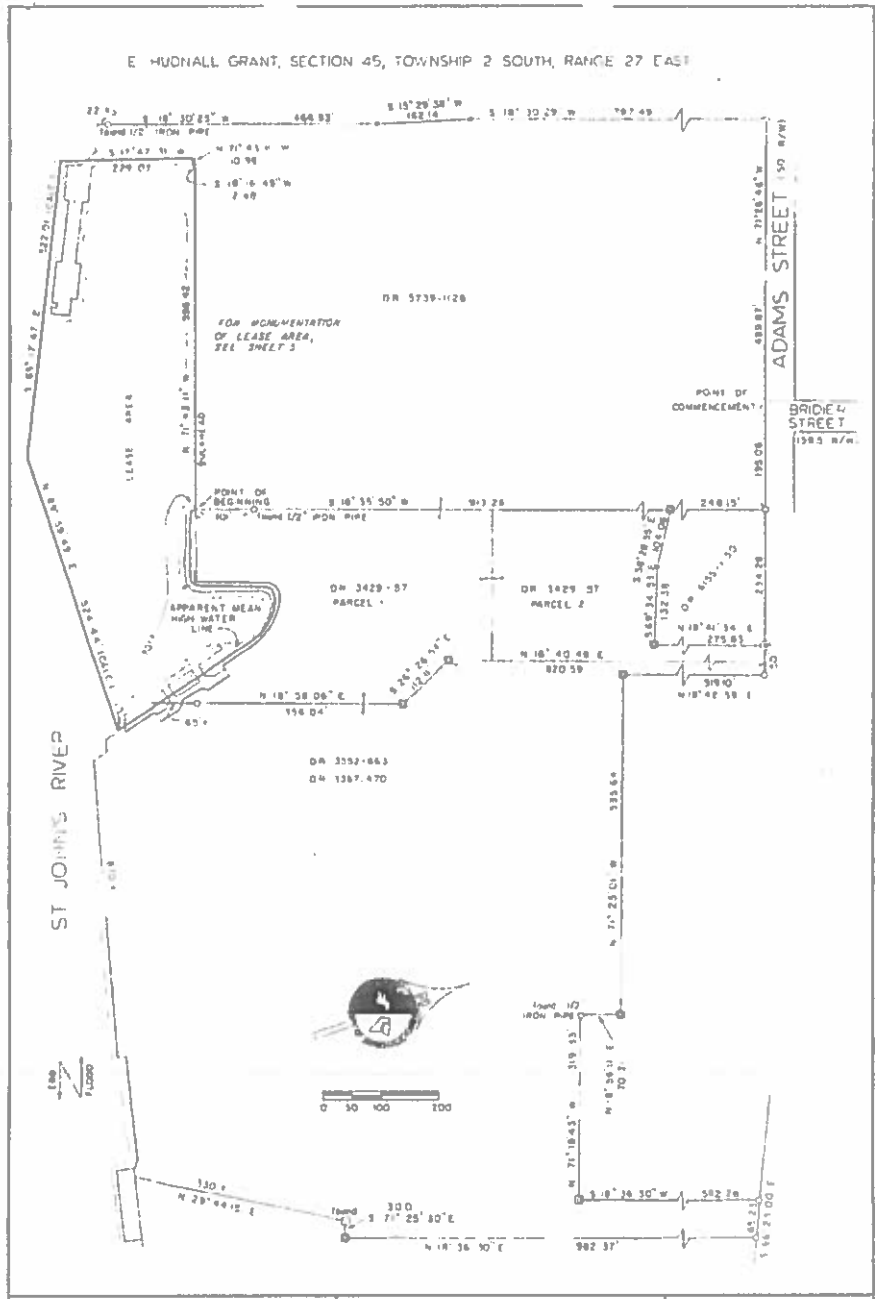
BENCH MARK SET 2: CROSS CUT FOUND 0.27' NORTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF ADAMS STREET AND 0.27' WESTERLY OF THE WESTERLY PROPERTY LINE OF OFFICIAL RECORDS VOLUME 5739, PAGE 1128, ELEVATION 8.11' N.V.D.

BENCH MARK CIRCUIT CLOSED FLAT.

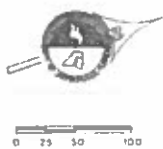
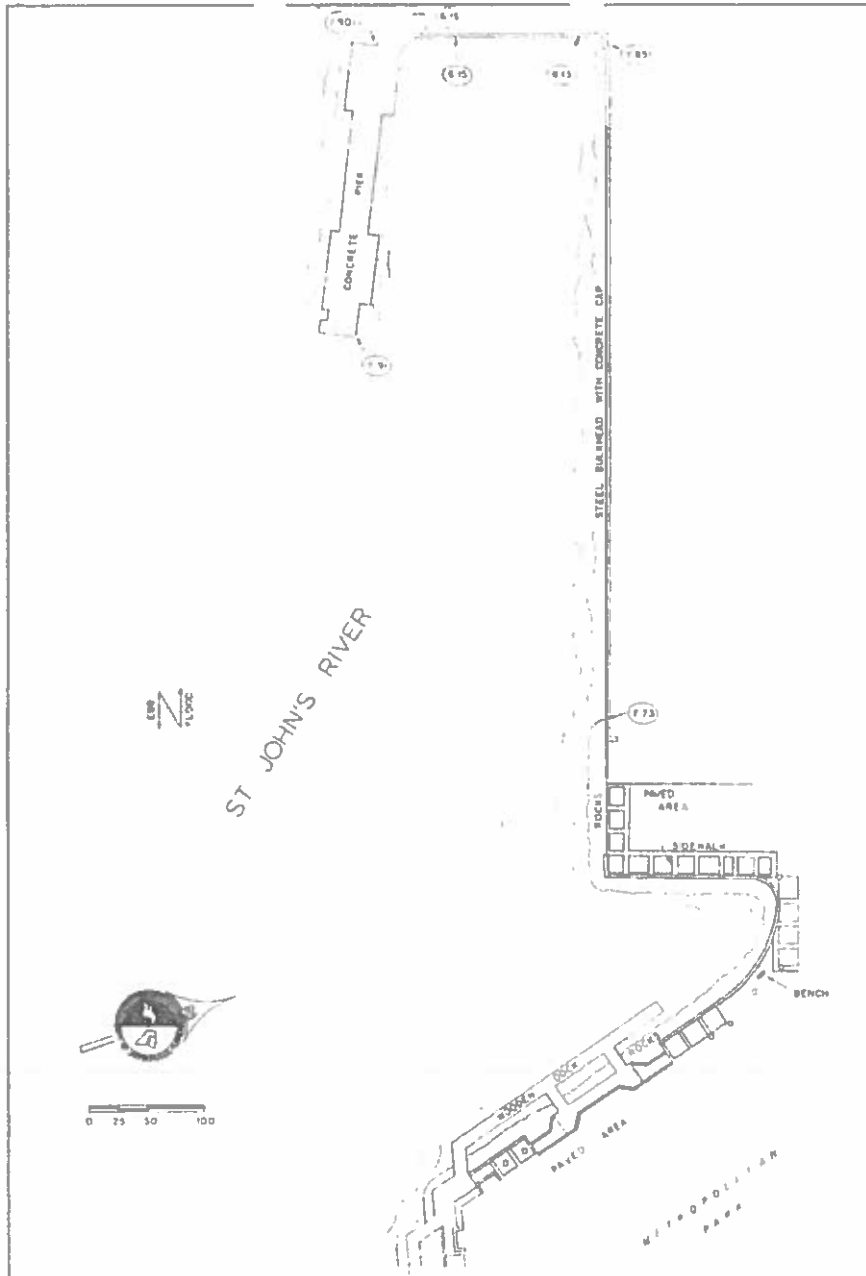
LEGEND:

- ° DEGREES
- ' MINUTES (ANGLES)
- " SECONDS (ANGLES)
- ' FEET (DISTANCES)
- " INCHES (DISTANCES)
- R/W RIGHT OF WAY
- O.R. OFFICIAL RECORDS VOLUME
- N.V.D. NATIONAL VERTICAL DATUM
- CLC. INDICATES CALCULATED DATA.

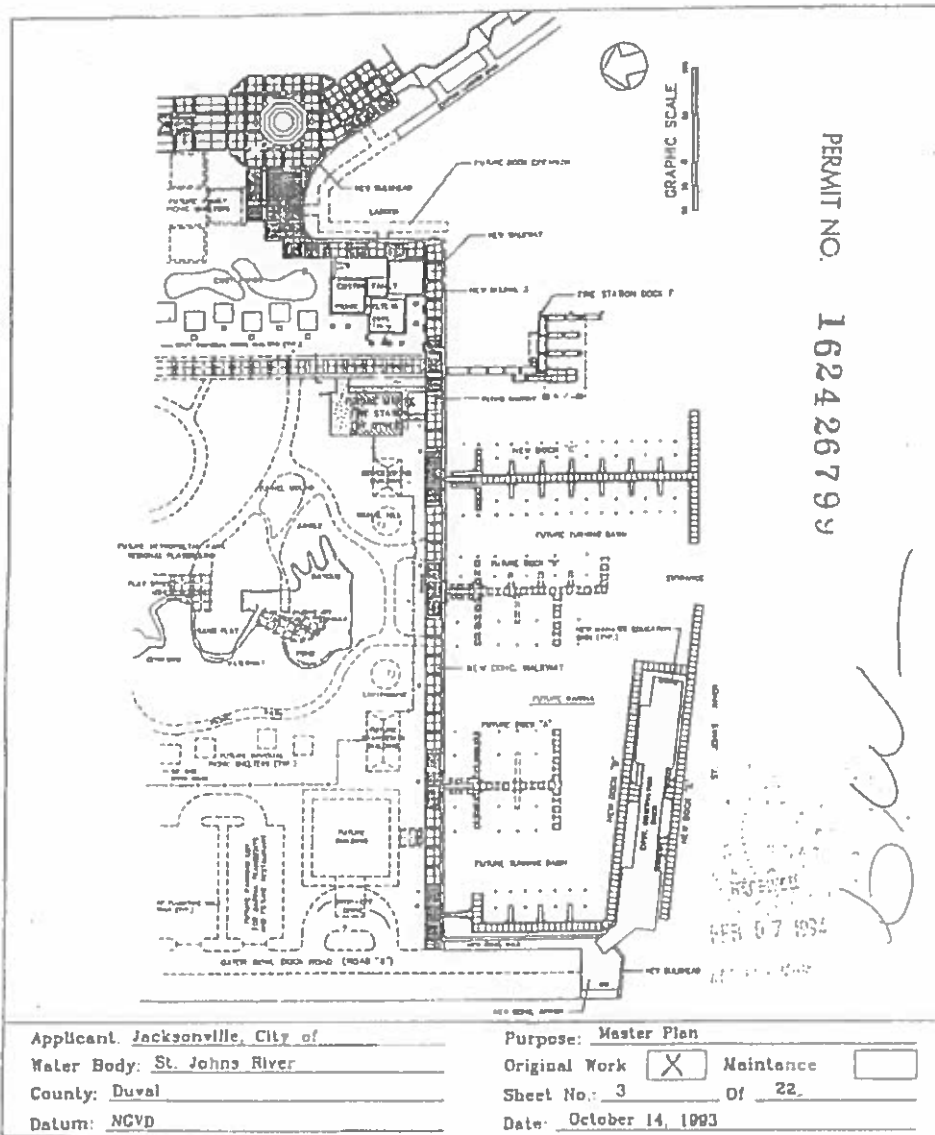
CITY OF JACKSONVILLE, FLORIDA		ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS	LEGEND
RM 808, 220 E BAY ST., 32202		(804) - 630-1374	<input type="checkbox"/> CONCRETE MONUMENT
DATE: 8-17-89	SCALE: N/A		X X FENCE
FILE NO 6008	JOB NO. 127275, 1-130-89		• NAIL
			O IRON PIPE
			X CROSS CUT



CITY OF JACKSONVILLE, FLORIDA	ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS	LEGEND
PLAN NO. RM 908 240 E BAY ST. 34202 (804)-530 1010 DATE 8-17-89 SCALE 1" = 200' FILE NO. E00B JOB NO. 5727-136 N-1		[Square with dot] CONCRETE MONUMENT & BRASS DGC, FOUND [Circle with dot] NAIL & WASHER, SET [Small circle] 1/8" IRON PIN, FOUND [Square] IRON PIPE, SET [X] MARKS ONLY, FOUND [Circle] CONCRETE MONUMENT

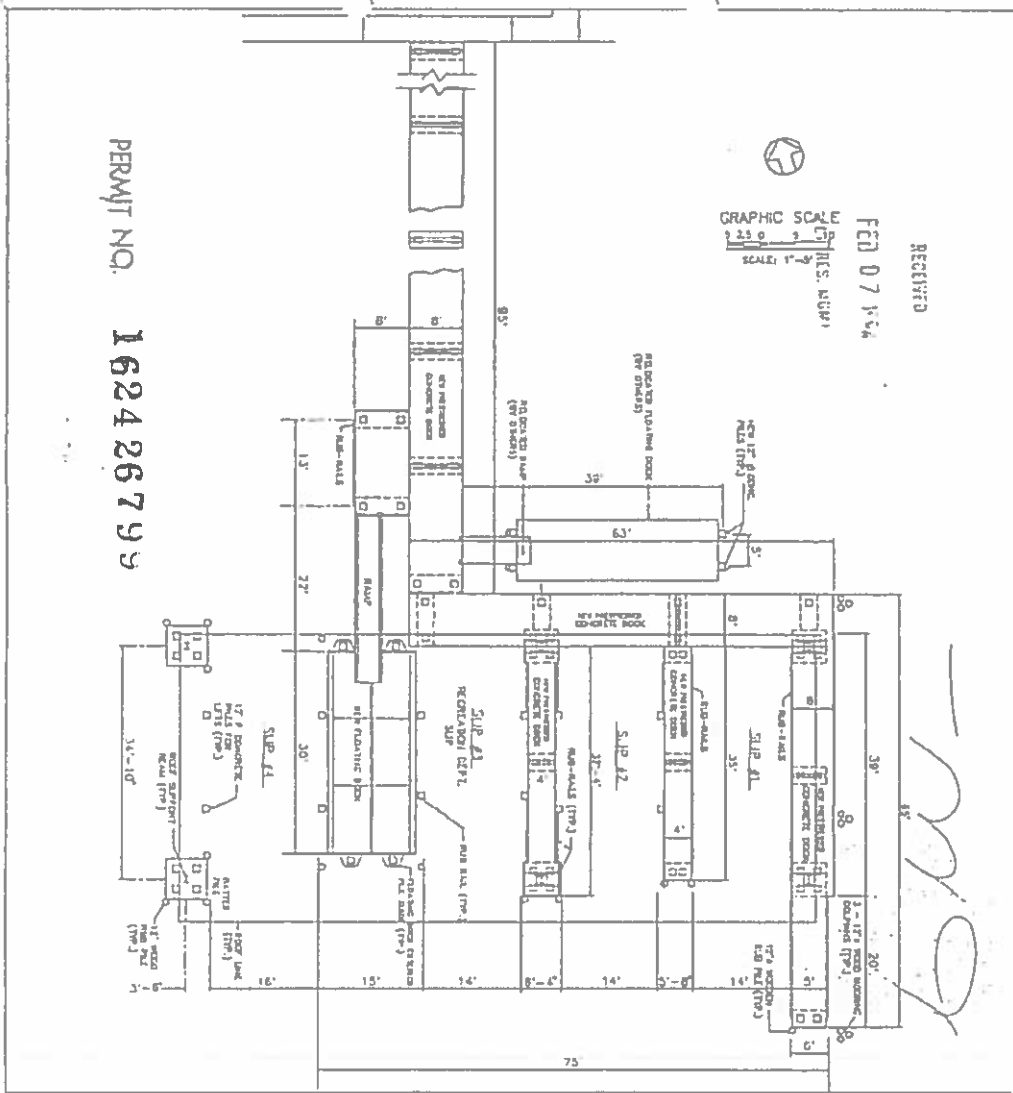


CITY OF JACKSONVILLE, FLORIDA	ENGINEERING DIVISION DEPARTMENT OF PUBLIC WORKS	
JOB NO. 608 DATE 8-1-59 FILE NO. 608	SCALE 1"=100' JOB NO. 11-11-59	GRAVE FENCE NAIL CROSS CUT



Applicant: Jacksonville, City of
 Water Body: St. Johns River
 County: Duval
 Datum: NCVD

Purpose: Master Plan
 Original Work Maintenance
 Sheet No.: 3 Of 22
 Date: October 14, 1993



PERMIT NO. 162426799

RECEIVED
 FEB 07 1994
 RES. MGMT
 GRAPHIC SCALE
 1" = 10'
 SCALE: 1" = 10'

Handwritten signature

Applicant: Jacksonville, City of Purpose: Dock F Plan
 Water Body: St. Johns River Original Work Maintenance
 County: Duval Sheet No.: 14 Of 22
 Datum: NGVD Date OCTOBER 14, 1993 Rev. 1-31-94

Prepared by
Walter F. Rogers, Jr.
Attorney at Law
1104 Independent Square
Jacksonville, FL 32202

GENERAL WARRANTY DEED

5739-1126
OFFICIAL RECORDS

This GENERAL WARRANTY DEED is made the 28th day of
December, 1981 from EMERSON INVESTMENT COMPANY, a Florida
corporation ("Grantor"), to THE CITY OF JACKSONVILLE,
FLORIDA, ("Grantee"): City Hall, Tax, Fl 32202

WITNESSETH:

Grantor, for and in consideration of the sum of Ten
Dollars (\$10.00) and other valuable considerations, receipt
whereof and legal sufficiency of which are hereby acknowledged,
hereby grants, bargains, sells, aliens, remises,
releases, conveys and confirms unto Grantee, all that certain
land situate in Duval County, Florida, and more particularly
described as follows:

That certain piece, parcel or tract of land situate,
lying and being in the City of Jacksonville, County of
Duval, State of Florida, to-wit:

That fractional part of the E. Budnal Grant, Section 45,
Township 2 South, Range 27 East, Duval County, Florida,
being more particularly described as beginning at a
point on the Southerly right of way line of Adams Street
as now established in the City of Jacksonville, Florida
that bears South 71° 25' East a distance of 195.08 feet
as measured along said Southerly right of way line from
the intersection of said Southerly right of way line
with the prolongation Southerly of the Westerly right of
way line of Bridier Street as now established in the
City of Jacksonville, Florida; thence North 71° 25'
West, along said Southerly right of way line a distance
of 84.94 feet to a point; thence South 18° 34' 45"
West, a distance of 788 feet to a point; thence South
15° 31' West, a distance of 162.30 feet to a point;
thence South 18° 34' West, a distance of 542.5 feet,
more or less, to the now established pierhead and
bulkhead line on the Northerly side of the St. Johns
River; thence in an Easterly direction along said
pierhead and bulkhead line a distance of 681 feet, more
or less, to its intersection with a line that bears
South 18° 34' 45" West from the point of beginning;
thence North 18° 34' 45" East, a distance of 1511.43
feet, more or less, to the Point of Beginning; EXCEPT
that portion taken by the Jacksonville Expressway
Authority, described in Official Records Volume 1440,
page 665.

FORWARD TO:
REAL ESTATE DIVISION, P.M. 1200, CITY HALL

DESCRIPTION
ADDED
CITY ENGINEERING OFFICE
TOPOGRAPHY BRANCH
BY 1168 Date 1/6/82

Subject to easements described in instruments recorded in Deed Book 4267, page 84; Official Records Volume 3529, page 442, and Official Records Volume 3524, page 674, all of the current public records of Duval County, Florida.

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND except, as to all those matters described in Exhibit A attached hereto and made a part hereof which are without warranty of any kind or character, the Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; and that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of any person whatsoever. Notwithstanding the foregoing, the land conveyed hereby and all tenements, hereditaments, appurtenances, improvements and personal property located therein and thereon is conveyed to Grantee on an "as is, where is" basis subject to all latent and patent defects therein and thereon and in the condition of installation thereof. By accepting this General Warranty Deed, Grantee hereby waives any and all claims, of whatever nature or kind, against the Grantor and the Grantor's predecessors in title associated with, growing out of or in anyway related to the use and operations of said land, herein described above, and Grantee agrees to and does hereby and will indemnify and save and hold the Grantor and the Grantor's predecessors in title harmless from and against any and all claims associated with, growing out of or in any way related to the use of the said land herein described above by Grantor and Grantor's predecessors in title.

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

EMERSON INVESTMENT COMPANY,
a Florida corporation.
By: John H. [Signature]
its President

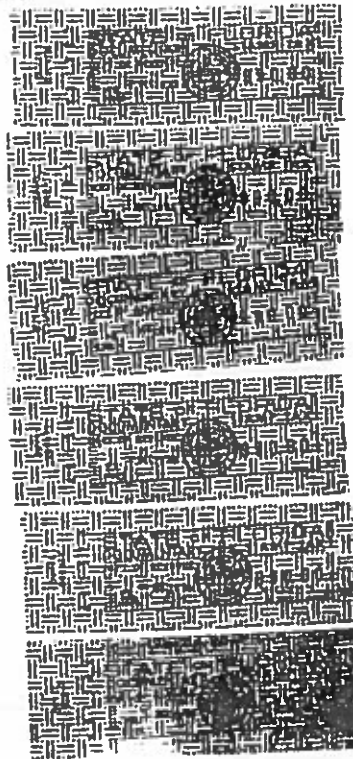
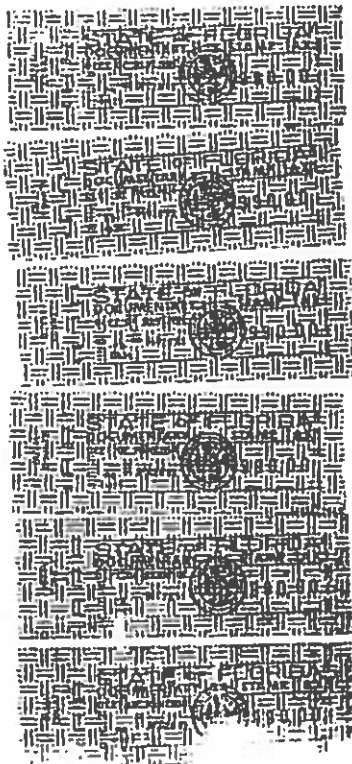
(SEAL)

ATTORNEY

Assistant Secretary

Signed and sealed in the presence of:

Mary M. [Signature]
[Signature]



THE STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this
25th day of December, 1983, by John H. Rogers and
Secretary, respectively, of EMERSON INVESTMENT COMPANY, a
Florida corporation, on behalf of said corporation.

Maureen Murphy
Notary Public

State of Florida
at Large

My commission expires
11/30/84

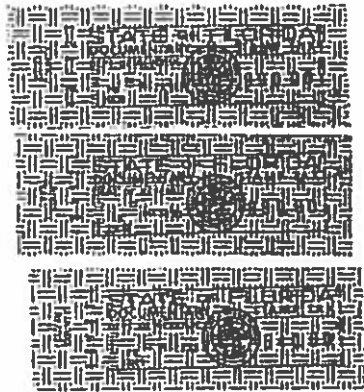


EXHIBIT A

TO GENERAL WARRANTY DEED DATED DECEMBER _____, 1983
FROM EMERSON INVESTMENT COMPANY, A FLORIDA CORPORATION,
TO THE CITY OF JACKSONVILLE, FLORIDA

1. The riparian rights and claims to riparian rights as to the St. Johns River.
2. Any portion of the herein described property lying below the normal high watermark of St Johns River, or claim or claims made respecting such property.
3. Any rights or claims of the United States of America and/or the State of Florida in and to that part of the herein described property which is or may be filled in land.
4. The condition of the appliances, personal property, buildings and improvements situated thereon or their suitability for any purpose or that they are in working condition or in good repair.

83-106385
Dec 29 10 17 AM '83

PL 3 10 100 1000 1000
COUNTY OF DUVAL COUNTY, FLA
[Signature]
NOTARY PUBLIC