

This Instrument Prepared By:
Lisa-Marie Kessler
Action No. 41428
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 LEASE
MODIFICATION TO INCREASE SQUARE FOOTAGE AND THE NUMBER OF WETSLIPS,
CHANGE DESCRIPTION OF USE, AND REFLECT CHANGE IN UPLAND OWNERSHIP

BOT FILE NO. 160336982
PA NO. 16-0213275-005 EI

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 Palms Fish Camp Restaurant LLC, a Florida limited liability company and the City of Jacksonville, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 21, Township 01 South, Range 28 East, in Clapboard Creek, Duval County, Florida, containing 26,258 square feet, more or less, as is more particularly described and shown on Attachment A, dated February 12, 2020.

TO HAVE THE USE OF the hereinabove described premises from February 14, 2020, the effective date of this lease modification, through August 30, 2024, the expiration date of this lease modification. 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 construct and operate a 21-slip commercial docking facility, an existing boat ramp, a canoe/kayak launch, and additional boat ramp with boardwalks on either side of the ramp to be used exclusively for temporary mooring of recreational vessels in conjunction with an upland restaurant and parking lot, 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 Consolidated Environmental Resource Permit No. 16-0213275-005 EI, dated June 25, 2018, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

[06]

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an initial annual lease fee for the expanded area (12,655 square feet) of \$2,277.52, plus 25 percent surcharge and sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed modified lease. The annual fee for the remaining years of this lease for the entire lease area (26,258 square feet) shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. **WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT:** (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. **LATE FEE ASSESSMENTS:** The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. **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.

6. **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.

7. **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 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.

8. **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.

9. **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.

10. **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.

11. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS and LIABILITY/INVESTIGATION OF ALL CLAIMS:** Palms Fish Camp Restaurant LLC shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease. The City of Jacksonville 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.

12. **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:

Palms Fish Camp Restaurant LLC
7405 Philips Highway
Jacksonville, Florida 32256

City of Jacksonville, Florida
City Hall at Saint James, Suite 400
117 West Duval Street
Jacksonville, Florida 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.

13. **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.

14. 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.

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITIONS:

A. The Lessee shall prohibit mooring, on either a temporary or permanent basis, along the southern edge of the southernmost dock and along the landward face of the main access dock. To ensure compliance, the Lessee shall place and maintain signs advising boaters that mooring at the above described locations, on either a temporary or permanent basis, is prohibited.

B. Within 30 days after the completion of construction of the docking facility, 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. 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. 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).

C. 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(28), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

[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:



5/26/2021

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

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

WITNESSES:

Melissa C Bennett
Original Signature

Melissa C Bennett
Typed/Printed Name of Witness

Melissa C Johnson
Original Signature

Melissa C Johnson
Typed/Printed Name of Witness

Palms Fish Camp Restaurant LLC,
a Florida limited liability company (SEAL)

BY: [Signature]
Original Signature of Executing Authority

Donald M. Adkison
Typed/Printed Name of Executing Authority

Manager
Title of Executing Authority

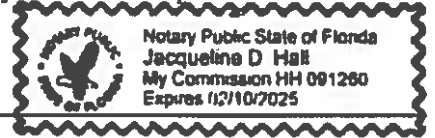
"LESSEE"

STATE OF Florida

COUNTY OF Duval

1st The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of June, 2021, by Donald M. Adkison, who is a Manager of Palms Fish Camp Restaurant LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.

My Commission Expires:



Commission/Serial No. _____

Jacqueline D. Hall
Signature of Notary Public

Notary Public, State of Florida

Jacqueline D. Hall
Printed, Typed or Stamped Name

WITNESSES:

Melissa C Bennett
Original Signature

Melissa C Bennett
Typed/Printed Name of Witness

Melissa Cyhuden
Original Signature

Melissa C Johnson
Typed/Printed Name of Witness

Palms Fish Camp Restaurant LLC,
a Florida limited liability company (SEAL)

BY: Mark B. Devereaux
Original Signature of Executing Authority

Mark B. Devereaux
Typed/Printed Name of Executing Authority

Manager
Title of Executing Authority

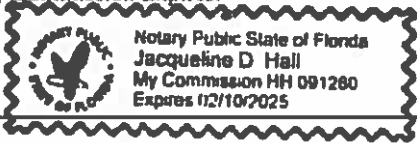
"LESSEE"

STATE OF Florida

COUNTY OF Duval

1st The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this June day of 2021, by Mark B. Johnson who is a Manager of Palms Fish Camp Restaurant LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced _____, as identification.

My Commission Expires:



Commission/Serial No. _____

Jacqueline D. Hall
Signature of Notary Public

Notary Public, State of Florida

Jacqueline D. Hall
Printed, Typed or Stamped Name

**MAP SHOWING SPECIFIC PURPOSE SURVEY OF A PORTION OF THE THE SUBMERGED LANDS LYING WITHIN
CLAPBOARD CREEK ADJACENT TO A PORTION OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 28 EAST
DUVAL COUNTY, FLORIDA**

**CERTIFIED TO:
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
CITY OF JACKSONVILLE**

LEASE AREA DESCRIPTION:

A portion of the sovereign submerged lands of the State of Florida lying within Clapboard Creek, adjacent to a portion of Section 21, Township 1 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE, commence at the P.C. of a curve concave to the Southwest and having a radius of 573.69 feet in the centerline of State Road #105 and/or Heckscher Drive as described in Deed Book 1015, Page 54 of the Current Public Records of said county. Said P.C. being identified as station 50252.0, according to said State Road right of way map and being situated approximately at the East end of the bridge across Clapboard Creek, thence South 50°41'20" East on an Easterly prolongation of the tangent line to said aforementioned curve 300 feet; thence South 39°18'40" West right angles to the last described line, 25.79 feet to a point on a curve, said point being on the Northeasterly right of way line of said State Road #105 (A 100 foot right of way at this point); thence run Northerly and Northwesterly along the arc of said curve and along said right of way line, through a central angle of 23°43'25", a distance of 258.24 feet to a point, said curve being subtended by a chord bearing and distance of North 33°50'01" West, 256.40 feet, thence North 44°18'17" East, a distance of 50.00 feet to a point on a curve having a radius of 673.69 feet; thence run Northwesterly along the arc of said curve a distance of 32.72 feet to the Southeasterly mean high water line of Clapboard Creek, said curve being subtended by a chord bearing and distance of North 48°25'55" West, 32.72 feet; thence along said mean high water line, North 71°02'44" East, a distance of 0.28 feet to the POINT OF BEGINNING;

Thence North 48°15'58" West, a distance of 88.70 feet to a point; thence North 42°24'05" East, a distance of 30.96 feet to a point; thence North 48°14'49" West, a distance of 85.88 feet to a point; thence North 42°24'48" East, a distance of 146.86 feet to a point; thence South 48°15'58" East, a distance of 143.12 feet to a point; thence South 17°54'00" East, a distance of 39.85 feet to a point on the aforementioned Southeasterly mean high water line of Clapboard Creek; thence along said mean high water line, the following seventeen (17) courses:

- (1) L10: thence North 64°29'00" West, a distance of 1.80 feet to a point;
- (2) L11: thence North 81°08'15" West, a distance of 12.13 feet to a point;
- (3) L12: thence South 52°10'10" West, a distance of 17.22 feet to a point;
- (4) L13: thence South 55°15'09" West, a distance of 10.84 feet to a point;
- (5) L14: thence South 55°07'29" West, a distance of 11.82 feet to a point;
- (6) L15: thence South 64°11'07" West, a distance of 9.88 feet to a point;
- (7) L16: thence South 52°27'05" West, a distance of 11.01 feet to a point;
- (8) L17: thence South 41°29'48" West, a distance of 14.13 feet to a point;
- (9) L18: thence South 39°45'41" West, a distance of 8.76 feet to a point;
- (10) L19: thence South 30°01'41" West, a distance of 10.21 feet to a point;
- (11) L20: thence South 29°41'19" West, a distance of 10.50 feet to a point;
- (12) L21: thence South 45°11'12" West, a distance of 8.58 feet to a point;
- (13) L22: thence South 27°00'59" East, a distance of 24.53 feet to a point;
- (14) L23: thence South 41°40'29" West, a distance of 10.98 feet to a point;
- (15) L24: thence South 38°27'01" West, a distance of 10.79 feet to a point;
- (16) L25: thence South 77°08'57" West, a distance of 10.30 feet to a point;
- (17) L26: thence South 71°02'44" West, a distance of 1.07 feet to the POINT OF BEGINNING.

APPROVED
By *Jorge G. Alonso* at 3:12 pm, Feb 12, 2020

Containing 26,258 Square feet (0.603 acres), more or less.

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS SPECIFIC PURPOSE SURVEY IS A FIELD SURVEY AND WAS PERFORMED FOR THE PURPOSE OF THE ACQUISITION OF A SUBMERGED LAND LEASE. SEE FILE No. 625, PREPARED BY THIS FIRM FOR BOUNDARY SURVEY. DATE OF SURVEY : 01-27-2018.
2. BEARINGS SHOWN HEREON ARE BASED ON DEED RECORDED IN OFFICIAL RECORDS VOLUME 8097, PAGE 615, AND IS REFERENCED TO THE CHORD OF THE CURVE OF THE NORTHEASTERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE (SR105) AS South 33°50'01" EAST.
3. ELEVATIONS SHOWN HEREON REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD-88), AND ARE REFERENCED LOCALLY TO TBM 13, FLORIDA DEPARTMENT OF TRANSPORTATION CAISE DATABASE #7225012, BEING A 60 PENNY NAIL IN 10" OAK.
4. COORDINATES SHOWN HEREON BASED ON STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR, FLORIDA EAST ZONE (0901), NAD 1983(90) ADJUSTMENT AND REFERENCED TO JEA GPS CONTROL MONUMENTS JEA 127 AND JEA 122.
5. THE MEAN HIGH WATER LINE AS SHOWN HEREON WAS ESTABLISHED BY EXTENDING AN ESTABLISHED DATUM. THE MEAN HIGH WATER SURVEY DEPICTED HEREON COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES, AND IS RECORDED IN THE REPOSITORY OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING.
6. MAP PREPARED FOR FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT # 16-0213275-005 EM - Palms Fish Camp City of JAX.

Line Table		
Line #	BEARING	DISTANCE
L1	N71°02'44"E	0.28
L2	S31°00'32"W	0.74
L3	S47°30'16"W	10.35
L4	S60°39'38"W	12.21
L5	S87°48'10"W	11.75
L6	N78°28'42"W	8.64
L7	N70°05'41"W	12.31
L8	N59°03'25"W	10.60
L9	N64°29'00"W	11.92
L10	N64°29'00"W	1.80
L11	N81°08'15"W	12.13
L12	S52°10'10"W	17.22
L13	S55°15'09"W	10.84

Line Table		
Line #	BEARING	DISTANCE
L14	S55°07'29"W	11.82
L15	S64°11'07"W	9.88
L16	S52°27'05"W	11.01
L17	S41°29'48"W	14.13
L18	S39°45'41"W	8.76
L19	S30°01'41"W	10.21
L20	S29°41'19"W	10.50
L21	S45°11'12"W	8.58
L22	S27°00'59"E	24.53
L23	S41°40'29"W	10.98
L24	S38°27'01"W	10.79
L25	S77°08'57"W	10.30
L26	S71°02'44"W	1.07

REVISED: REMOVED PORTION OF LEASE PER CLIENT REQUEST. 2/19/19 (CWC)

SHEET 1 OF 3

Philip M Ghiotto

Digitally signed by Philip M Ghiotto
Date: 2020.02.12 09:39:19 -05'00'

PHILIP M GHIOTTO, P.L.S. No. 4195

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

JOB No. 17-70
FILE No. 625
PARTY CHIEF: J.Lonnecker
F.B 690 PG 41
DRAWN BY: C. Carlson
CHECKED BY: J.Thomas
SURVEY DATE 03/27/2018
CAD FILE: P:\17-70- PALMS FISH
CAMP\DWG\17-70 PALMS FISH CAMP SLL.DWG



GHIOTTO & ASSOCIATES, INC.
NATIONALLY CERTIFIED SURVEYORS & MAPPERS

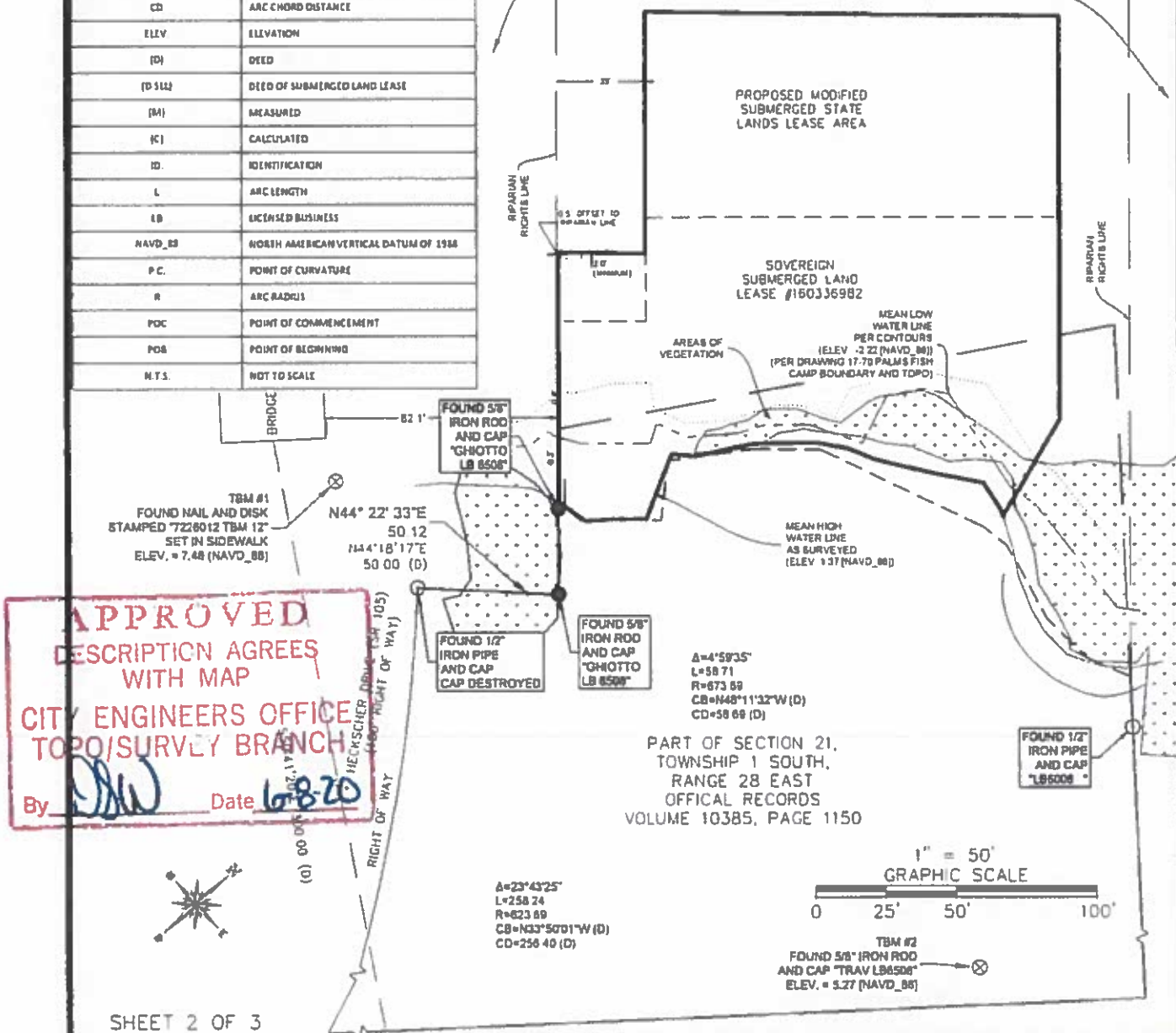
CERTIFICATE OF AUTHORIZATION No. LB 6508
2426 PHILIPS HIGHWAY
JACKSONVILLE, FLORIDA 32207
(904) 886-0071
(904) 886-7174 FAX
www.GHIOTTO.com

MAP SHOWING SPECIFIC PURPOSE SURVEY OF A PORTION OF THE THE SUBMERGED LANDS LYING WITHIN CLAPBOARD CREEK ADJACENT TO A PORTION OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 28 EAST DUVAL COUNTY, FLORIDA

LEGEND

Abbreviation:	Definition:
Δ	DELTA ANGLE
CB	ARC CHORD BEARINGS
CD	ARC CHORD DISTANCE
ELEV	ELEVATION
ID	DEED
(D SLL)	DEED OF SUBMERGED LAND LEASE
(M)	MEASURED
(C)	CALCULATED
ID	IDENTIFICATION
L	ARC LENGTH
LB	LICENSED BUSINESS
NAVD_88	NORTH AMERICAN VERTICAL DATUM OF 1988
P.C.	POINT OF CURVATURE
R	ARC RADIUS
PDC	POINT OF COMMENCEMENT
PDS	POINT OF BEGINNING
N.T.S.	NOT TO SCALE

CERTIFIED TO
 BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
 TRUST FUND OF THE STATE OF FLORIDA
 CITY OF JACKSONVILLE
 CLAPBOARD CREEK



APPROVED
 DESCRIPTION AGREES
 WITH MAP
 CITY ENGINEERS OFFICE
 TOPO/SURVEY BRANCH
 By *[Signature]* Date *6-8-20*

SHEET 2 OF 3

JOB No. 17-70
 FILE No 625
 PARTY CHIEF: J Lonnecker
 F.B. 690 PG 41
 DRAWN BY: C. Carlson
 CHECKED BY: J. Thomas
 SURVEY DATE 03/27/2018
 CAD FILE P \17-70- PALMS FISH
 CAMP\DWG\17-70 PALMS FISH CAMP SLL.DWG

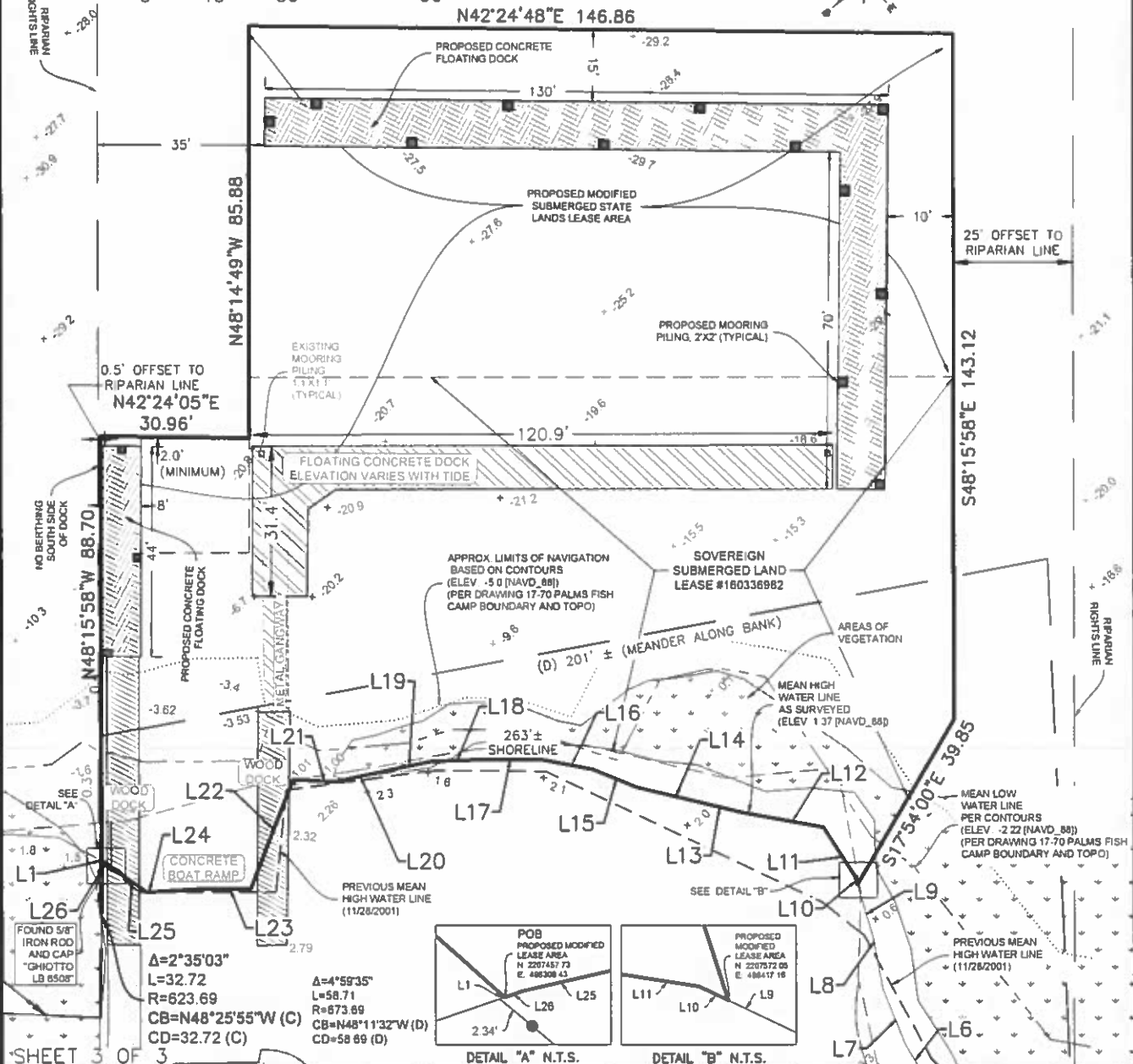
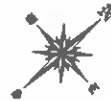


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MAP SHOWING SPECIFIC PURPOSE SURVEY OF A PORTION OF THE THE SUBMERGED LANDS LYING WITHIN CLAPBOARD CREEK ADJACENT TO A PORTION OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 28 EAST DUVAL COUNTY, FLORIDA

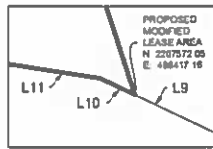
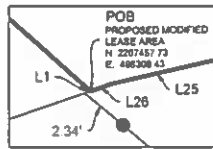
CERTIFIED TO:
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
CITY OF JACKSONVILLE

1" = 30'
GRAPHIC SCALE



$\Delta=2^{\circ}35'03''$
 $L=32.72$
 $R=623.69$
 $CB=N48^{\circ}25'55''W (C)$
 $CD=32.72 (C)$

$\Delta=4^{\circ}59'35''$
 $L=58.71$
 $R=673.89$
 $CB=N48^{\circ}11'32''W (D)$
 $CD=58.69 (D)$



JOB No. 17-70
 FILE No. 625
 PARTY CHIEF: J.Lonnecker
 F.B 690 PG 41
 DRAWN BY: C. Carlson
 CHECKED BY: J.Thomas
 SURVEY DATE 03/27/2018
 CAD FILE: P:\17\70- PALMS FISH CAMP\DWG\17-70 PALMS FISH CAMP SLL.DWG



GHOTTO & ASSOCIATES, INC.
 NATIONALLY CERTIFIED SURVEYORS & MAPPERS
 CERTIFICATE OF AUTHORIZATION No. LB 6508
 2426 PHILIPS HIGHWAY
 JACKSONVILLE, FLORIDA 32207
 (904) 886-0071
 (904) 886-7174 FAX
 www.GHIOTTO.com

This instrument was prepared by and after recording please return to:
Timothy A. Burleigh
TIMOTHY A. BURLEIGH, P.A.
2905 Corinthian Avenue
Suite 6
Jacksonville, Florida 32210

Property Appraiser's Parcel
Identification Number: 160803-0100

Inst # 2002061387
Book: 10380
Pages: 1148 - 1150
Filed & Recorded
02/04/2002 03:21:48 PM
JEN FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 2.00
DEED DOC STAMP \$ 0.00
RECORDING \$ 13.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of the 25th day of February A.D. 2002, between **THE TRUST FOR PUBLIC LAND**, a non-profit California corporation, the address of which is 306 North Monroe Street, Tallahassee, Florida 32301 ("Grantor"), and **THE CITY OF JACKSONVILLE**, a body politic and corporate within Duval County, Florida, the address of which is City Hall, St. James Building, 117 West Duval Street, Suite 400, Jacksonville, Florida 32202 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "Grantee" are used for singular and plural, as the context requires, and the use of any gender shall include all genders.)

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's successors and assigns forever, the following described land situate, lying, and being in Duval County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed, and to taxes for the current and subsequent years.

To have and to hold the same unto Grantee in fee simple forever.

**THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES
PURSUANT TO SECTION 201.02(6), FLORIDA STATUTES.**

AND Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

IN WITNESS WHEREOF Grantor has hereunto set Grantor's hand and seal, as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

THE TRUST FOR PUBLIC LAND, a non-profit California corporation

Stacy Savdie
(Signature of first witness)

By W. Dale Allen
W. Dale Allen, Senior Vice President

STACY SAVDIE
(Printed name of first witness)

(CORPORATE SEAL)

Carol Penrose
(Signature of second witness)

CAROL PENROSE
(Printed name of second witness)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14 day of January, 2002, by W. Dale Allen, Senior Vice President of The Trust for Public Land, a non-profit California corporation, on behalf of said corporation. He is personally known to me.

Carol Penrose
Printed name: _____
Notary Public, State of Florida
My commission expires: _____
Commission no. _____



(NOTARY PUBLIC SEAL)

C:\FBI\ES\TFL\Palms Fish Camp\Warranty Deed TPL to COJ.doc

EXHIBIT A

That certain piece, parcel or tract of land situate, lying and being a part of Section 21, Township 1 South, Range 28 East, Duval County, Florida, and being more particularly described as follows:

Commencing at the P.C. of a curve concave to the Southwest and having a radius of 573.69 feet in the centerline of State Road #105 and/or Heckscher Drive as described in Deed Book 1015, page 54 of the current public records of said county, said P.C. being identified as Station 50252.0, according to said State Road right of way map and being situate approximately at the East end of the bridge across Clapboard Creek; thence South $50^{\circ}41'20''$ East on an Easterly prolongation of the tangent line to said aforementioned curve 300 feet; thence South $39^{\circ}18'40''$ West at right angles to the last described line, 25.79 feet to a point in the Northeasterly right of way line of said State Road #105 (being a 100 foot right of way at this point) for a Point of Beginning; thence North $39^{\circ}18'40''$ East, 325.79 feet; thence North $50^{\circ}41'20''$ West, 328 feet, more or less, to the southeasterly bank of said Clapboard Creek; thence Southwesterly along said southeasterly bank of Clapboard Creek and following the meanderings thereof, 201 feet, more or less, to its intersection with the Northeasterly right of way line of said State Road #105, as described in Parcel 14 of said Deed Book 1015, page 54 (being a 200 feet right of way at this point); thence around and along a curve concave to the Southwest, having a radius of 673.69 feet and along said Northeasterly right of way line of State Road #105, South $48^{\circ}11'32''$ East, 58.69 feet (chord distance and bearing) to the most Easterly corner of said 200 foot right of way as described in said Parcel 14; thence South $44^{\circ}18'17''$ West along the Southeast line of said Parcel 14, 50 feet; thence around and along a curve concave to the Southwest, having a radius of 623.69 feet and along said Northeast right of way line of State Road #105, South $33^{\circ}50'01''$ East, 256.40 feet (chord distance and bearing) to the Point of Beginning.

E:\FILES\TPI\Palms Fish Camp\Legal.doc

LEASE AGREEMENT
(Palms Fish Camp Restaurant)

THIS LEASE AGREEMENT ("*Lease*") is effective as of the 16 day of Dec, _____, 2016 (the "Effective Date"), between the CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the State of Florida ("*Landlord*" or "*City*"), whose address is c/o Public Works Department, Real Estate Division, 214 North Hogan Street, 10th Floor, Jacksonville, Florida 32202, and PALMS FISH CAMP RESTAURANT LLC, a Florida limited liability company ("*Tenant*"), whose address is 7405 Philips Highway, Jacksonville, Florida 32202.

BACKGROUND FACTS

A. City owns real property and improvements located at the Palms Fish Camp Boat Ramp Park (the "*Park*"), a City park on Heckscher Drive overlooking Clapboard Creek in Jacksonville, Florida, as more particularly described and depicted on Exhibit A attached hereto (the "*Land*"); and

B. The Land contains an unfinished restaurant building commonly known as "Palms Fish Camp", a restaurant facility intended to provide food and bar services to Park patrons and the public (the "*Restaurant Facility*"). The Land and the Restaurant Facility shall be referred to herein collectively as the "*Premises*".

C. The construction of the Restaurant Facility is approximately 75% complete, and in an effort to complete the Restaurant Facility construction, City issued Request for Proposal No. ESC-0497-16 (the "*RFP*") for the purpose of entering into a long-term lease agreement with a tenant to complete, maintain and operate the Restaurant Facility, at tenant's sole expense, in exchange for a monthly lease payment.

D. The Tenant was the only and best qualified proposer under the RFP terms to complete, maintain and operate the Restaurant Facility pursuant to a long-term lease agreement.

E. On September 8, 2016, the City's Competitive Services Evaluation Committee recommended that a lease award be made to Tenant to: (i) complete the construction of the Restaurant Facility; and (ii) maintain and operate the Restaurant Facility as a public restaurant, all at Tenant's sole expense, in exchange for a \$1,500 per month lease payment to City subject to the terms contained herein.

NOW THEREFORE, for and in consideration of the mutual benefits each to the other, the parties covenant and agree as follows:

1. BACKGROUND FACTS AND CAPITALIZED TERMS.

The Background Facts above are true and correct and incorporated herein by reference. All capitalized terms shall have the meanings ascribed to them in this Lease.

2. **DEFINITIONS.**

(A) "**Commencement Date**" shall mean the date which is no later than seven (7) months from the Effective Date and on which Tenant shall have received a certificate of occupancy for the Restaurant Facility.

(B) "**Effective Date**" shall mean the date that the last party signs this Lease.

(C) "**Director**" shall mean the director of the Parks, Recreation and Community Services Department, or successor department.

(D) "**Floor Plans**" shall mean the approved floor plans for the Restaurant Facility attached hereto as **Exhibit B**, and as such other additional plans and specifications for the Restaurant Facility as approved by the Director.

(E) "**Payment Schedule**" shall mean the monthly rental amounts set forth on the Payment Schedule attached hereto as **Exhibit C**.

(F) "**Premises**" shall mean the City owned real property located at the Palms Fish Camp Boat Ramp Park on Heckscher Drive overlooking Clapboard Creek in Jacksonville, Florida, as more particularly described and depicted on **Exhibit A** attached hereto, together with the Restaurant Facility located thereon, consisting of approximately 4,971 square feet (3,437 square feet of air conditioned space), all improvements of any and every nature located on the real property and all appurtenances and fixtures attached or affixed, actually or constructively, to the real property or to any such buildings, structures or other improvements.

(G) "**Landlord**" shall mean the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the State of Florida

(H) "**TI Completion Date**" shall mean seven (7) months following the Effective Date of this Lease.

(I) "**Tenant**" shall mean the Palms Fish Camp Restaurant, LLC, a Florida limited liability company.

(J) "**Tenant Improvements**" shall mean the construction and build-out of the Restaurant Facility, and such other improvements and repairs to the Premises, at Tenant's sole expense, necessary for Tenant to obtain a certificate of occupancy and legally occupy and commence operations of the Restaurant Facility on the Premises.

3. **LEASE GRANT; PREMISES.**

Landlord, in consideration of the rents to be paid and the covenants and agreements to be

performed and observed by Tenant, does hereby lease to Tenant and Tenant does hereby lease and take from Landlord the Premises in its as-is condition. Landlord shall adhere to the Use Restrictions and Operational Requirements contained on Exhibit D attached hereto. In addition to the Premises, Tenant, its officers, agents, employees, invitees, sublessees, and contractors shall have the right to use in common with Landlord, its tenants and invitees, all common areas located at the Premises.

4. TERM.

The initial term of the Lease shall begin on the Commencement Date and end on a date that is two hundred forty (240) months thereafter, and as may be renewed by the parties as provided in Section 24 herein.

5. RENTAL PAYMENTS.

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the above described premises for the term set out in this Lease and, except as otherwise provided herein, the Tenant agrees to pay to the Landlord the monthly rental amounts as set forth on the Payment Schedule in Exhibit C for the time periods shown therein beginning on the Commencement Date. The rent for any fractional part of the first month shall be prorated and shall be payable on the first day of occupancy, and thereafter the rent shall be payable on the first day of each month. The monthly rental amounts shall be paid by Tenant to Landlord via check or wired funds pursuant to written wiring instructions provided by Landlord. Payments should be made to the "City of Jacksonville" and mailed to the c/o the Real Estate Division, Public Works Department, 214 N Hogan Street, 10th Floor, Jacksonville, FL 32202. The Contractor shall remit payment of the lease fee to the Landlord monthly on or before, the first (1st) day of the month for which it is due, for every month during the period of the Agreement. Payment shall be considered past due after the fifth (5th) of the current month for which payment is due and, if payment is not made within this time frame, the Landlord shall charge a late fee of fifty dollars (\$50.00). The Director of the Parks, Recreation and Services Department, acting on behalf of the Landlord, may terminate the Agreement after thirty (30) days if no payment or less than full payment has been made.

6. MAINTENANCE AND REPAIRS.

(A) Tenant Maintenance Obligations. Tenant shall keep the Premises in a clean and sanitary condition free of objectionable noises, odors or nuisances. Tenant shall at its sole cost and expense shall maintain and repair the Premises, except that Landlord shall maintain and repair the outdoor attached restrooms. Tenant shall perform at its cost routine interior and exterior maintenance such as re-carpeting, repainting, replacement of worn or damaged flooring, the repair of broken or damaged windows, monthly landscaping and repairs or replacement of equipment, including all HVAC units, plumbing and electrical as may be necessary due to normal usage, and replacement of all bulbs, lamps, tubes, and starters on the Premises. Tenant shall also use and operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning

and other facilities and appliances in a reasonable manner. With the exception of normal wear and tear and unavoidable casualties, Tenant shall keep the Premises in as good a condition as on the Commencement Date. Tenant shall be responsible for all janitorial services.

(B) Permits and Repairs. Tenant agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable, to the Premises. Landlord shall give written notice to Tenant of any repairs required of Tenant pursuant to the provisions of this Section and Tenant agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of Tenant. Tenant agrees to pay promptly when due the entire cost of any work done by it upon the Premises so that the Premises at all times shall be free of liens for labor and materials. Tenant further agrees that in doing such work that it will employ materials of good quality, comply with all governmental requirements, and perform such work in a good and workmanlike manner.

(C) Failure to Maintain. If Tenant fails to make a repair for which it is responsible within 30 days of Landlord's written notification, or such longer period of time as is reasonable if the repair cannot reasonably be completed within 30 days but Tenant is not diligently pursuing the repair, then Landlord may make the repair at Landlord's cost. The actual out of pocket cost of all repair or replacement work performed by Landlord pursuant to this Section shall be paid by the Tenant within ten days after Landlord has invoiced Tenant therefor.

7. UTILITIES; SECURITY.

Tenant will promptly pay all gas, water, sewer, and garbage collection charges which may become payable during the term of this Lease for the gas, water, sewerage and garbage collection services used by Tenant on the Premises. Tenant shall pay for the electrical service used by the Tenant and for Tenant's janitorial services. Landlord shall have no obligation to protect or otherwise safeguard or provide security for the Premises.

8. ALTERATIONS.

After completion of the Tenant Improvements, the Tenant shall have the right to make alterations and improvements to the Premises during the term of this Lease, provided, however, no structural or exterior alterations shall be made without the written consent of the Landlord. No alterations that constitute a fixture and are attached to the Premises may be removed at the termination of this Lease without the Landlord's consent. Any alterations and improvements that impact or alter structure or exterior of the Restaurant Facility and Premises (including but not limited to installing equipment that requires alteration of such facility in any way) must be submitted in writing for review and approval by the Landlord prior to commencing work. Any alterations or improvements that impact or alter the Restaurant Facility and Premises shall become the property of the Landlord upon installation by the Tenant.

9. CASUALTY; EMINENT DOMAIN.

(A) Generally, if the Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty or are taken in whole or in part or temporarily so that the Premises are not habitable by Tenant for the purposes of this Lease the Landlord, at its option, may forthwith repair the damage to or restore to an economically useful unit the Premises at its own cost and expense, and the rental thereon shall cease until the completion of such repairs or restoration, which shall be done in accordance with plans and specifications approved by Tenant. If the Premises are only partly destroyed or taken so that Tenant's use of the Premises is not materially affected, then the rental shall abate to the extent that the injured or damaged or taken part bears to the whole of such Premises and such injury or damage shall be restored by the Landlord as speedily as is practicable in accordance with plans and specifications approved by Tenant. Upon completion of the repairs in the case of casualty, the full rental shall recommence and the Lease shall then continue for the balance of the term. Notwithstanding the foregoing, if the Premises are damaged or taken to such an extent that the Tenant will be unable to occupy a major portion of Premises for a period in excess of sixty (60) days, then the Tenant may terminate the Lease by providing written notice to Landlord and Landlord shall immediately refund to Tenant the pro rata part of any rentals paid in advance, including any credit remaining due Tenant for the reasonable costs to Tenant for the Tenant Improvements.

(B) Restoration after Partial Taking. Restoration after a partial taking shall be in accordance with plans and specifications approved by the Tenant. For the balance of the Lease term rent will be abated based on the ratio of the square footage of the Premises before and after the taking. But if the partial taking occurs in the final 12 months of the term then Tenant may, at its option, terminate this Lease effective as of the date of the taking.

(C) Temporary Taking. In the event of a temporary taking, the Tenant will be entitled to receive the entire amount of any award made for such taking and the Landlord hereby assigns such award to the Tenant, unless the period of governmental occupancy extends beyond the termination of the Lease term, in which case the award will be apportioned between the Landlord and the Tenant. Notwithstanding the foregoing, the time for any temporary taking shall not exceed 18 months, or Tenant may, at its option, terminate this Lease effective as of the date of the taking. Tenant shall remain responsible for the payment of Rent during the period of the temporary taking.

(D) Awards. If all or a portion of the Premises are taken, the Landlord and the Tenant agree to seek separate awards as to their respective interests.

10. EXPIRATION OF TERM.

At the expiration or termination of this Lease, Tenant will peaceably yield up to Landlord the Premises in good and tenantable condition, normal wear and tear excepted. Alterations that constitute a fixture and are attached to the Premises may not be removed at the termination of this Lease without the Landlord's consent. But if Landlord refuses to allow Tenant to remove

the fixtures and alterations after the expiration or termination of the Lease, the fixtures and alterations shall become the property of the Landlord, and Tenant shall not be responsible for any costs or expenses incurred by Landlord to alter, remove and/or dispose of the fixtures or alterations. All of Tenant's personal property shall remain the property of Tenant and be removed by Tenant at the termination of this Lease.

11. SUBLETTING AND ASSIGNMENT; TRANSFER BY LANDLORD.

(A) Sublet or Assignment. Tenant may not sublease or assign the Lease or all or any portion of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld.

(B) Transfer by Landlord. If Landlord sells or conveys its interest in the Premises, other than a transfer for security purposes, Landlord shall be relieved from and after the date specified in any such notice of transfer of all obligations and liabilities accruing thereafter on the part of Landlord, provided that any funds in the hands of Landlord at the time of transfer in which Tenant has an interest, shall be delivered to the successor of Landlord.

12. TITLE.

(A) Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the Rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, Tenant may peaceably and quietly have, hold, occupy and enjoy the Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

(B) Title. Title to the Premises shall remain vested in Landlord, subject to the covenants, conditions and terms of this Lease, and the Tenant shall have no interest in title to the Premises but shall only have the right to use the Premises as set forth herein.

(C) Memorandum of Lease. The parties may record a memorandum of lease in the form attached hereto as Exhibit E in the Public Records of Duval County, Florida following the Commencement Date of the Lease.

13. RIGHT OF LANDLORD TO INSPECT.

The Landlord, after reasonable notice may enter into and upon the Premises for the purpose of viewing the same. For a period commencing one hundred eighty (180) days prior to the termination of this Lease, Landlord may have reasonable access to the Premises for the purpose of exhibiting the Premises to prospective tenants and for posting leasing signs; provided, however Tenant may limit access to certain portions of the Premises that Tenant reasonably deems to be secured or limited access areas, or privileged areas pursuant to applicable federal, state or local laws.

14. DEFAULT.

(A) Tenant Default. Each of the following events shall constitute a default by Tenant and a breach of this Lease:

- (i) If within fifteen (15) days after due date, Tenant shall fail to pay Landlord any Rent or any other charge due hereunder as and when the same shall become due and payable;
- (ii) If Tenant shall fail to perform any of its obligations hereunder or the other agreements, terms, covenants, or conditions in this Lease on Tenant's part to be performed, other than the payment of Rent, and such non-performance shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant and Tenant has not in good faith commenced such performance within such thirty (30) day period; or if such performance cannot reasonably be completed within such thirty (30) day period and Tenant has not in good faith commenced such performance within such thirty (30) day period or, having commenced, has failed diligently to proceed to completion.

If any event of default continues for a period of at least sixty (60) days after receipt of written notice from the Landlord, Landlord shall have the right to cancel and terminate this Lease in accordance with Florida law after default as set out below.

(B) Landlord Default. If Landlord fails to perform any of its obligations or other agreements, terms, covenants, or conditions in this Lease and such non-performance continues for a period of thirty (30) days after written notice by Tenant to Landlord; or if such performance cannot reasonably be obtained within such thirty (30) day period, but Landlord has not in good faith commenced such performance within such thirty day period or, having commenced, has failed diligently to proceed to completion, such constitutes an event of default on the Landlord's part.

If default continues for a period of at least sixty (60) days after Landlord has been notified of such default, Tenant shall have the right to give Landlord notice of cancellation and termination of this Lease effective on the date given in the notice. If termination due to Landlord default occurs before Tenant has received credit for the full amount of the reasonable cost to Tenant for the Tenant Improvements, the Landlord shall remain liable to Tenant for the remainder of the credit from the date of demand therefor. The foregoing remedy is cumulative with and not exclusive of any other remedies Tenant may have at law or in equity.

(C) Rights to Cure. Each party has the right, but is not required, to pay such sums or do any act that requires the expenditure of monies necessary or appropriate because of the default of the other party, including repairs and maintenance obligations, provided, however, Tenant shall not be entitled to self-help in any portions of the Landlord's property other than the

Premises. If either party exercises this right, the defaulting party agrees to pay and reimburse the non-defaulting party within thirty (30) days after the defaulting party's receipt of a written demand (with sufficient detail of the costs incurred), for the reasonable costs and expenses incurred by the non-defaulting party. Tenant's remedy hereunder is cumulative and not exclusive.

(D) Remedies. In the event of any default or breach by Tenant, Landlord may at any time thereafter without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such default or breach:

- (i) Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Tenant's right to possession irrespective of whether Tenant shall have abandoned the Premises. In the event Landlord elects not to terminate the Lease, Landlord shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as Landlord deems reasonable and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Tenant taking possession of the premises. Notwithstanding that Landlord fails to elect to terminate the Lease initially, Landlord at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant.
- (ii) Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation thereto, the following: (i) the worth any unpaid rent which had been earned at the time of such termination; plus (ii) any amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease; plus (iii) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law.

15. TAXES AND INSURANCE.

(A) Taxes. Tenant shall pay all real estate taxes, if any, imposed on the Premises. Landlord shall provide Tenant with a true and correct copy of the real estate tax bill promptly upon Landlord's receipt of it. The parties acknowledge that the Landlord is a consolidated

political subdivision and municipal corporation existing under the law of the State of Florida and as such any property owned by the Landlord is not subject to real estate taxes.

(B) Landlord Insurance. Landlord at all times during the Term will maintain a commercial property insurance policy covering the improvements that exist at as of the Effective Date at their full replacement cost.

(C) Tenant Insurance. Tenant shall obtain and maintain during the term of this Lease insurance coverage as set forth on Exhibit G attached hereto.

16. USE OF PREMISES.

(A) Use of Premises. The Tenant will not make or suffer any unlawful, improper or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida, or the ordinances of the City of Jacksonville, Florida, now or hereafter made. It is understood that the Premises shall be used for the operation of a public restaurant facility in accordance with the Use Restrictions and Operational Requirements attached hereto as Exhibit D. No other use is allowed without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.

(B) As-Is: Current Zoning for Premises. Tenant expressly accepts possession of the Premises as of the Effective Date in its AS-IS, WHERE-IS, and WITH-ALL-FAULTS condition. The parties acknowledge that as of the Effective Date, the Premises is zoned in the Commercial Community/General-2 (CCG-2) District, which zoning permits a restaurant that includes the retail sale and service of all alcoholic beverages including liquor, beer or wine for on-premises consumption. Tenant shall be required to obtain all licenses and permits prior to the sale and service of any alcoholic beverages on the Premises.

17. NOTICES.

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

To Landlord: City of Jacksonville
 Public Works Department
 Real Estate Division
 214 North Hogan Street
 Jacksonville, FL 32202
 Attention: Real Estate Officer

Phone: (904) 255-8902
Fax: _____

With a copy to: Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attention: Corporation Secretary
(904) 630-1700
(904) 630-1731 (fax)

To Tenant: Palms Fish Camp Restaurant, LLC
7405 Philips Highway
Jacksonville, FL 32256
Attention: _____
Phone: _____

With a copy to: Registered Agent
W. Marc Hardesty
Hardesty, Tyde, Green & Ashton, P.A.
4004 Atlantic Blvd.
Jacksonville, FL 32207

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

18. INDEMNITY.

The Tenant and its subsidiaries (collectively the "Indemnifying Parties"), shall (and shall require all contractors and subcontractors of any tier to) hold harmless, indemnify, and defend Landlord and Landlord's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature (including, but not limited to, court, investigation and defense costs, and reasonable expert and attorney's fees), which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

(A) General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Lease, operations, services or work performed hereunder; and

(B) Violation of Laws Liability, arising from or based upon the violation of any

federal, state, or municipal laws, statutes, resolutions, rules or regulations, by the Indemnifying Parties or those under their control; and

(C) Breach of Representations, Warranties and Obligations, arising directly or indirectly out of any breach of any representation, warranty, covenant or obligation set forth in the Lease or made by the Indemnifying Parties in connection with the Lease or in any certificate, document, writing or other instrument delivered by the Indemnifying Party; and

(D) To the extent this Lease contemplates environmental exposures, Environmental Liability, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities in connection with this Lease; and

(E) To the extent this Lease contemplates intellectual property exposures, Intellectual Property Liability, arising directly or indirectly out of any allegation that the activities or services performed by Tenant in connection with the Restaurant Facility operations (collectively, the "Services" for purposes of this Section 18 only), any product generated by the Services, or any part of the Services as contemplated in this Lease, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Landlord, so that the Service or product is non-infringing.

(F) **Accuracy of Work:** In providing the Services under this Lease, the Tenant, including its officers, employees, agents and subcontractor, shall exercise that degree of skill and care required by customarily accepted good practices and procedures for the performance of the same or similar Services. The Tenant shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Tenant or subcontractors, at no additional compensation. Acceptance of the work by the Landlord shall not relieve the Tenant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Lease or otherwise. Such terms of indemnity shall survive the expiration or termination of the Lease. In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect and any term which offends Section 725.06 or 725.08 of the Florida Statutes may, subject to the sole discretion of the Indemnified Party, be modified to comply with said statutes.

If an Indemnified Party exercises its rights under this Lease, the Indemnified Party will (1) provide reasonable notice to Indemnifying Parties of the applicable claim or liability, and (2) allow Indemnifying Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests.

19. CONSTRUCTION OF TENANT IMPROVEMENTS.

Tenant agrees to timely begin and diligently pursue the construction of the Tenant Improvements in accordance with the Floor Plans at Tenant's sole expense subject to the Tenant Improvements Construction Provisions attached hereto as **Exhibit F**. Tenant agrees to complete the Tenant Improvements on or before the TI Completion Date. If Tenant fails to complete the construction of the Tenant Improvements within twelve (12) months following the Effective Date, Landlord shall have the right, but not the obligation, to terminate this Lease. The Premises, including the Restaurant Facility, are being offered in the current **AS-IS, WHERE-IS, and WITH-ALL-FAULTS** condition. The Tenant will be responsible for completing construction of the Restaurant Facility and all maintenance and upkeep of the building (excluding the outdoor attached restrooms to be maintained by the Landlord), including both daily and long term maintenance, and supplying all equipment required to operate the Restaurant Facility. Landlord grants to Tenant, its agents, representatives, contractors and subcontractors, a construction easement over the Premises during construction of the Tenant Improvements. Such easement shall terminate on the Commencement Date.

20. SOVEREIGN IMMUNITY.

Notwithstanding anything in this Lease to the contrary, the Landlord is immune from tort liability pursuant to the provisions of the State Constitution and subject to the limitations provided by Section 768.28, Florida Statutes. Nothing in this Lease shall be deemed to be a further waiver of the limited waiver of sovereign immunity as set forth therein.

21. RADON GAS.

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

22. HAZARDOUS SUBSTANCES.

Tenant hereby agrees to defend, indemnify and hold Landlord harmless from any and all losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses including reasonable attorneys' fees and legal assistants' fees, arising out of any claim asserted by any person, entity, agency, organization or body against Landlord in connection with

liabilities associated with cleaning up, moving, disposal of or otherwise eliminating any oil, toxic substance, hazardous substance, solid waste, waste or contaminate from the Premises caused by Tenant. This indemnity includes, but is not limited to, any losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses, including reasonable attorneys' fees and legal assistants' fees incurred by Tenant under the Environmental Laws of the State of Florida and the United States of America. "Environmental Laws" include but are not limited to all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, solid waste, hazardous waste, pollutant, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, carcinogen, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste of any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Hazardous and Solid Waste Amendments of 1984, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. The provisions of this section shall survive termination of this Lease.

23. SIGNAGE AND PARKING.

(A) Signage, Menus and Advertisements. The Tenant will be responsible for creating menus and advertising the services offered at the Restaurant Facility. All menus, signage, banners, flyers, websites or handouts posted or distributed at or relating to the Restaurant Facility must be approved by the Director prior to use, posting or distributing. All materials and signage are expected to be professional. Handwritten and marked through copies of menus and advertising materials will not be approved by the Director for distribution. Any items with the name "Palms Fish Camp", "City of Jacksonville" or any derivation of including shirts, hats, pens, staff uniforms etc. must be reviewed and approved by the Director. The Director reserves the right to deny any and all requests to distribute, wear, sell or otherwise utilize items with a Landlord or park logo or name shown.

(B) Parking. Parking for the Premises shall consist of the parking spaces designated on the map depicted on Exhibit A attached hereto. Any changes to the parking configuration as shown on the map shall require the Director's approval, in addition to any other governmental approvals.

24. COUNCIL APPROVAL; TENANT AUTHORITY.

This Lease is subject to approval by the City Council of the City of Jacksonville, Florida.

Tenant represents and warrants to Landlord that Tenant has full right and authority to execute and perform its obligations under this Lease, and Tenant and the person(s) signing this Lease on Tenant's behalf represent and warrant to Landlord that such person(s) are duly authorized to execute this Lease on Tenant's behalf without further consent or approval by anyone. Tenant shall deliver to Landlord promptly upon request all documents reasonably requested by Landlord to evidence such authority.

25. EXTENSIONS/WAIVERS/DISPUTES.

(A) Renewal Options. Provided that at the time of such exercise Tenant shall not be in default in the performance and observance of the obligations imposed upon Tenant hereunder, and upon Tenant providing one hundred eighty (180) days written notice to Landlord prior to the expiration of the then current term, the parties may mutual agree to renew this Lease for one (1) additional five (5) year period upon the same Lease terms provided herein, subject to the renewal term payment schedule set forth on Exhibit C attached hereto.

(B) Holdover. If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, (a) Tenant shall pay, in addition to the Lease payments the greater of (1) 200% of the Lease payments payable during the last month of the Term, or (2) 125% of the prevailing rental rate for similar space, and (b) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. The provisions of this paragraph shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided in the documents, at law, or in equity. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

(C) Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Lease or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

26. MISCELLANEOUS.

(A) Captions. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as otherwise provided in this Lease, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(B) Brokerage Commission. Landlord and Tenant represent to one another that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Lease.

(C) Estoppel Certificates. Landlord and Tenant agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid. Landlord shall approve the form of Estoppel Certificate prior to execution by Landlord.

(D) Severability. If any of the provisions of this Lease are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Lease, in Tenant's sole discretion, the enforceability of the remaining provisions of this Lease shall not be affected.

(E) Construction. This Lease shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions. It is acknowledged that this Lease has been negotiated at arm's length by both parties after advice by counsel or other representatives chosen by such parties, and both parties have contributed substantially to the contents of this Lease.

(F) Successors and Assigns. This Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

(G) Governmental Penalties. Governmental penalties, fines or damages imposed on any portion of the Premises shall be paid by the party whose activities gave rise to the penalties, fines, or damages as soon as practicable after receipt of notice.

(H) Entire Agreement. This Lease contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. Except as otherwise provided in this Lease, no alterations, amendments, changes or additions to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

(I) Time. Time is of essence with regard to all dates or times set forth in this Lease.

(J) No Third Party Beneficiary. Nothing contained in this Lease shall be construed to confer upon any other party the rights of a third party beneficiary.

(K) Survival. The covenants, warranties, representations, indemnities and undertakings of the parties set forth in this Lease shall survive the termination or expiration of this Lease.

(L) Exhibits. All exhibits attached hereto are incorporated herein by reference.

[The remainder of this page was intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

LANDLORD:

Signed, sealed and delivered in our Presence as witnesses:

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

Alice W. Newman
Print Name: Alice W. Newman

By: *Sam E. Mousa*
Lenny Curry, Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Laquita Brown
Print Name: Laquita Brown

Attested by:



James R. McCain
James R. McCain, Corporation Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of December, 2016, by Sam E. Mousa, Chief Administrative Officer on behalf of Lenny Curry, Mayor and James R. McCain, Corporation Secretary, both on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the State of Florida. Such persons are personally known to me.

Alice W. Newman
Alice W. Newman

[Print or type name]
NOTARY PUBLIC

Form Approved:

[Signature]
Office of General Counsel



TENANT:

Witnesses As To Tenant

PALMS FISH CAMP RESTAURANT
LLC, a Florida limited liability company

AWB
Print Name: Sharon V. Bator
Karen Anderson
Print Name: Karen Anderson

By: [Signature] MBR.
Name: William M. Hardisty
Title: Member, Palms Fish Camp Restaurant, LLC
Date: 12/14/2016

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 14 day of December, 2016, by William Marc Hardisty, the Authorized member of Palms Fish Camp Restaurant LLC, a Florida limited liability company, on behalf of the company. Such persons are personally known to me.

Cindy Rhodes
[Print or type name]
NOTARY PUBLIC

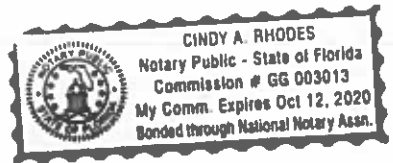


EXHIBIT A

The Land

MAP SHOWING SPECIFIC PURPOSE SURVEY OF

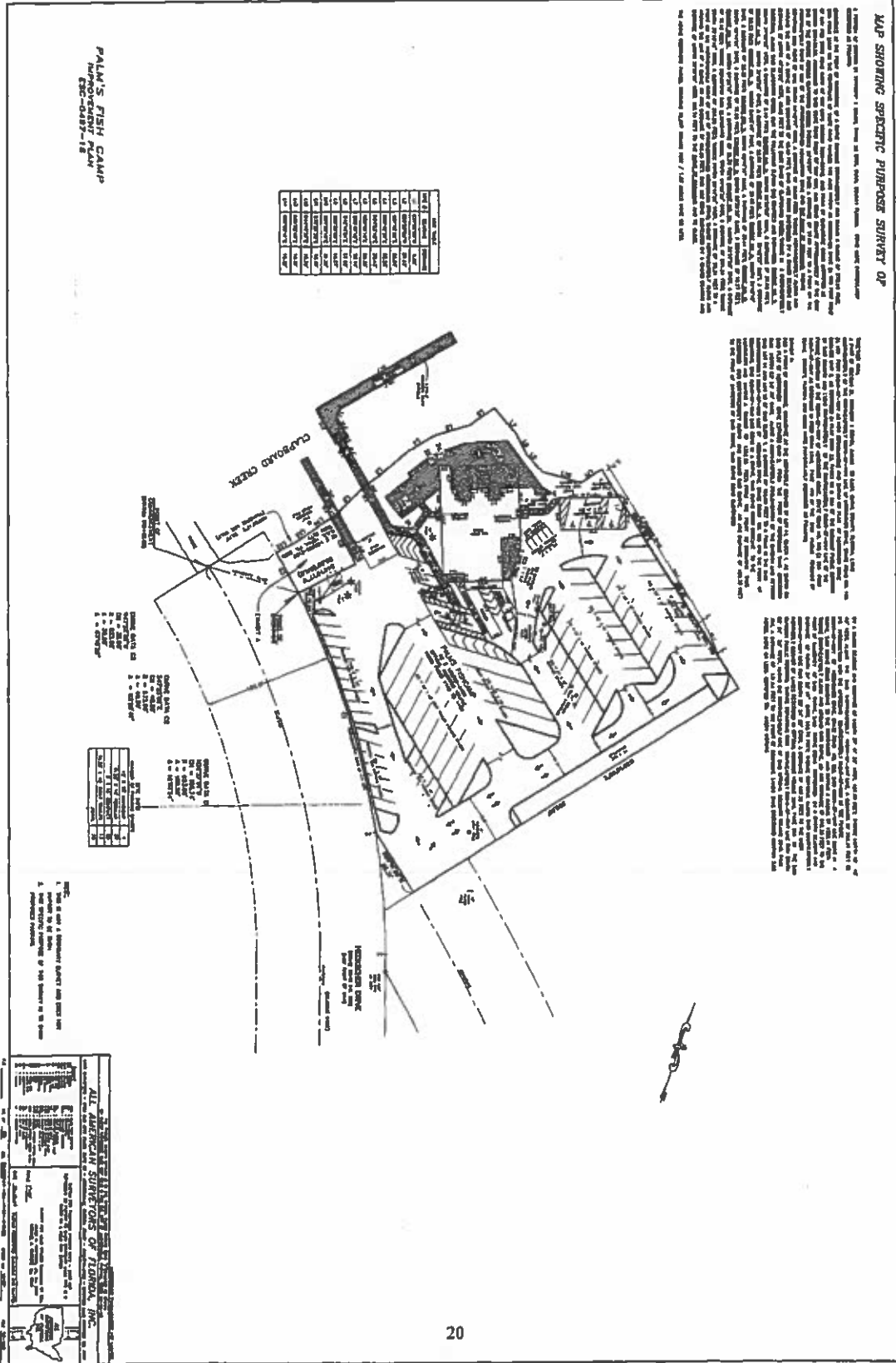
1. PURPOSE OF SURVEY: The purpose of this specific purpose survey is to determine the exact location and extent of the improvements shown on the plan and to establish the boundaries of the improvements and the unimproved land there adjacent thereto. The improvements shown on the plan are as follows: [List of improvements]

2. DESCRIPTION OF SURVEY: The survey was made by the undersigned on the 10th day of May, 1963, at the place shown on the plan. The survey was made in accordance with the provisions of the Florida Statutes, Chapter 68, and the rules and regulations of the Board of Surveyors of the State of Florida. The survey was made by the use of the following instruments: [List of instruments]

3. RESULTS OF SURVEY: The results of the survey are as follows: [List of results]

NO.	DESCRIPTION	AREA
1
2
3
4
5
6
7
8
9
10

PALM'S FISH CAMP IMPROVEMENT PLAN ESO-0487-18



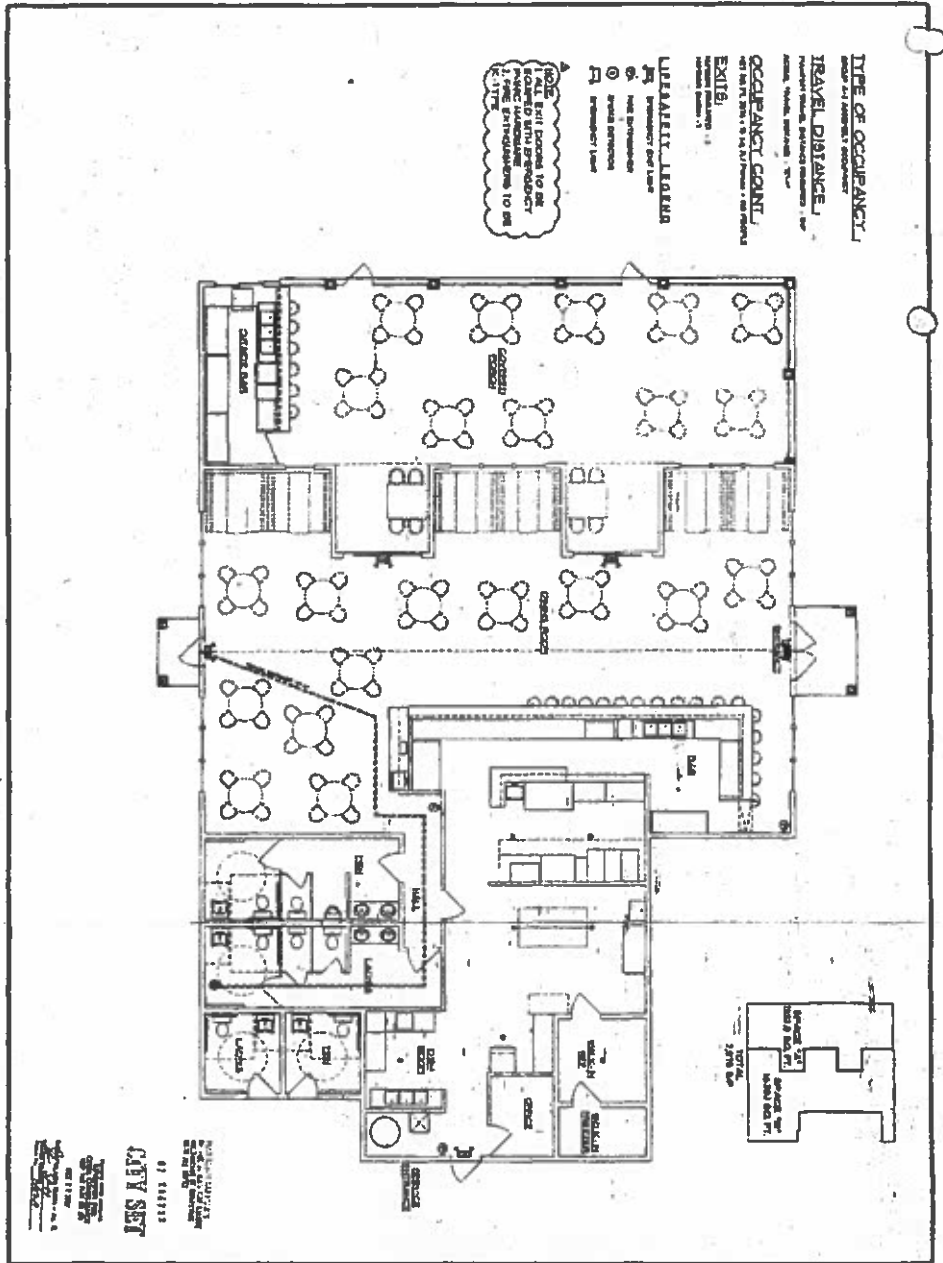
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

NO.	DESCRIPTION	AREA
1
2
3
4
5
6
7
8
9
10

THIS IS NOT A SURVEY MAP AND DOES NOT SHOW THE BOUNDARIES OF ANY PROPERTY OR THE LOCATION OF ANY BUILDING OR STRUCTURE.

EXHIBIT B

Floor Plans



A2 -B	A NEW RESTAURANT FOR PALMS FISH CAMP WICKHAM DRIVE JACKSONVILLE, FL.	DENNIS M. WILLIAMS ARCHITECT, P.C. <small>ALL RIGHTS RESERVED. REPRODUCTION FOR ANY PURPOSE WITHOUT THE WRITTEN PERMISSION OF DENNIS M. WILLIAMS ARCHITECT, P.C. IS STRICTLY PROHIBITED.</small>	 H. 30 7
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NEW

EXHIBIT C

Payment Schedule

20 Year Initial Term

Year	Monthly Rental	Annual Rental
1	\$1,500	\$18,000
2	\$1,500	\$18,000
3	\$1,500	\$18,000
4	\$1,500	\$18,000
5	\$1,500	\$18,000
6	\$1,650	\$19,800
7	\$1,650	\$19,800
8	\$1,650	\$19,800
9	\$1,650	\$19,800
10	\$1,650	\$19,800
11	\$1,815	\$21,780
12	\$1,815	\$21,780
13	\$1,815	\$21,780
14	\$1,815	\$21,780
15	\$1,815	\$21,780
16	\$1,996.50	\$23,958
17	\$1,996.50	\$23,958
18	\$1,996.50	\$23,958
19	\$1,996.50	\$23,958
20	\$1,996.50	\$23,958

5 Year Renewal Term

Year	Monthly Rental	Annual Rental
21	\$2,196.15	\$26,353.80
22	\$2,196.15	\$26,353.80
23	\$2,196.15	\$26,353.80
24	\$2,196.15	\$26,353.80
25	\$2,196.15	\$26,353.80

EXHIBIT D

Use Restrictions and Operational Requirements

Tenant shall adhere to the following use restrictions and operational requirements during the term of the Lease. The term "Facility" as used in this exhibit shall mean the Restaurant Facility and Premises:

A. Operational Goals for the Restaurant Facility.

Tenant agrees to do the following:

1. To complete construction and subsequently operate, manage and maintain, for the benefit of the Landlord and the general public, and the benefit to be derived by the vendor as the Tenant thereof, a food service establishment;
2. Provide a safe, high quality experience to the public; and
3. To meaningfully involve all segments of the community in the employment and business opportunities that may arise as a direct or indirect consequence of the restaurant operation.

B. Hours of Operations.

The Facility must be operated at least six (6) days per week. Tenant's schedule of operations for the Facility, to include daily operating hours, shall be approved by the Director. Any changes to the daily operating hours must be submitted to and approved by the Director prior to implementation.

C. Operational Objectives.

1. **Professional Management.** The Tenant agrees to ensure that the Restaurant Facility maintains a family friendly environment in keeping with a "park-like" atmosphere and the such facility will be properly maintained to provide a clean, safe and appealing presentation to guests.
2. **Financial Responsibility.** The Tenant shall have the wherewithal to complete construction of the building and sustain a startup restaurant.
3. **Utilization.** The Tenant will optimize use of the assets and facilities, serving the public needs of the community as well as attracting tourists through cooperative marketing with local promotional agencies.

4. Economic Impact. The restaurant will have a positive economic impact for the Heckscher Drive area and the Tenant will recognize its responsibility to enhance this contribution by providing quality products and services and employing local residents.

5. Capital Investment. The City of Jacksonville seeks to protect the value of its assets and facilities, and will require the Tenant to support this objective through high quality construction and continued management, maintenance and operation of the facilities. The Tenant, at its sole cost shall maintain and repair the Facility, including the interior and exterior of the building, the attached deck and deck roof, the HVAC system, the septic system and the parking area immediately adjacent to the building. The Tenant shall keep the Facility in good order and in safe and sanitary condition. Any enhancements or alterations of capital assets must be submitted in writing to the Parks, Recreation and Community Services Department for review and approval before the proposed changes are initiated.

D. Employees.

All employees required for the operation of the restaurant shall be supplied by the Tenant. All employees of the Tenant shall be professionally dressed (uniforms are preferred) and be expected to behave professionally and courteously. Wages and benefits to be provided by Tenant during the term of this contract shall be exclusively the Tenant's choice and discretion. However, the Landlord expects that the Tenant will offer compensation and benefits sufficient to attract and maintain competent, well qualified personnel with minimal turnover.

E. Equal Opportunity.

The Tenant shall perform its functions in accordance with all applicable federal, state, and local laws, regulations and ordinances related to non-discrimination.

F. Alcohol Beverage License.

Tenant shall, at its sole cost, secure and maintain all necessary licenses and permits for the sale or consumption of alcohol if so desired.

G. Drug-free workplace.

The Tenant shall operate a drug-free workplace. Tenant shall provide a description of Pre- and post-employment drug screening program that ensures the workplace is operated drug-free.

H. Responsibility for Damages.

The Tenant shall, at its sole cost and expense, repair to the complete satisfaction of Landlord, any and all damage to the Premises caused by or arising from Tenant's exercise of the rights granted herein. Without limiting the generality of the foregoing, Tenant is solely responsible and agrees to repair any damages to the Premises that result from Tenant's use of the Premises. The Landlord will not be responsible for any loss, theft, damage or vandalism to signage, rental equipment or any other property belonging to the Tenant.

I. Regulations.

Tenant receiving award for the operation of the facility must provide and maintain all insurance, licenses and certificates required to operate the facility as required by State, Federal and Local regulations.

J. Develop Hurricane Preparation Plan.

Within 90 days after contracting with the Landlord, the Tenant must submit a Hurricane Preparation Plan to the Landlord for its review. The Hurricane Preparation Plan must address the security of the building and protection of property (either Landlord-owned or Tenant owned).

K. Accident Reports to the Landlord.

Tenant shall promptly report to the Landlord any accident or incidents involving the employees or guests, which result in personal injury, property damage or violation of ordinances, regulations or laws and shall cooperate with the Landlord in investigating such accidents or incidents.

EXHIBIT E

Memorandum of Lease Form

Prepared by and after
recording return to:

Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, FL 32202

MEMORANDUM OF LEASE AGREEMENT

(_____, Jacksonville, FL _____)

THIS MEMORANDUM OF LEASE AGREEMENT ("*Memorandum*") is dated as of the _____ day of _____, 2016, between the CITY OF JACKSONVILLE, a Florida municipal corporation, whose address is _____ (the "*Tenant*"), and _____, a _____, whose address is _____ (the "*Landlord*").

Recitals

A. Landlord and Tenant have entered into the Lease Agreement dated _____ (the "*Lease*") pursuant to which Landlord has demised to Tenant the premises known as _____ (the "*Premises*"), consisting of approximately _____ square feet of rentable space in the Building located at _____, Jacksonville, Florida _____, which property is as more particularly described in **Exhibit A** attached hereto.

B. Landlord and Tenant desire to execute this Memorandum, which is to be recorded in the Public Records of Duval County, Florida, in order that third parties may have notice of the Tenant's interest in the Premises and of the Lease.

NOW, THEREFORE, in consideration of the covenants provided for in the Lease to be performed by Landlord and Tenant, Landlord does hereby demise to Tenant the Premises on the terms, and subject to the conditions set forth in the Lease, which are the following:

1. **Recitals**. The Recitals above are true and correct and incorporated herein by reference.
2. **Term**. The initial term of the Lease shall be for _____ (_____) months commencing on the Commencement Date (as defined in the Lease), and ending _____ (_____) years thereafter, as may be renewed by Tenant pursuant to the Lease terms.

3. Incorporation of Lease Terms by Reference. All of the terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum by reference. In the event of any inconsistency between the provisions of this Memorandum and the Lease, the provisions of the Lease shall control.

4. Termination. Upon termination of the Lease, either party may record, without the joinder of the other, an affidavit confirming that the Lease and Tenant's interest in the Premises have terminated.

IN WITNESS WHEREOF, the due execution of this instrument by the parties hereto, effective the day and year first above written.

Signed, sealed and delivered in our
Presence as witnesses:

CITY OF JACKSONVILLE

Print Name: _____

By: _____
Lenny Curry, Mayor

Print Name: _____

Attested by:

James R. McCain, Corporation Secretary

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Lenny Curry, Mayor and James R. McCain, Corporation Secretary, both on behalf of the City of Jacksonville, a Florida municipal corporation. Such persons are personally known to me.

[Print or type name]
NOTARY PUBLIC

Form Approved:

Office of General Counsel

TENANT:

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was executed, acknowledged and delivered before me this ___ day of _____, 2016 by _____, the President of _____, a _____. He is personally known to me or has produced a Florida driver's license as identification.

Notary Public, State and County Aforesaid

Print Name:
My commission expires:
My commission number:

EXHIBIT A - LEGAL DESCRIPTION OF PROPERTY

EXHIBIT F

Tenant Improvement Construction Provisions

Landlord agrees to construct the Tenant Improvements in accordance with the terms and conditions provided below:

(i) Tenant shall construct the Tenant Improvements on the Premises in accordance with the Floor Plans. Tenant shall obtain all necessary state and local permits, licenses, and authorizations and any state or local or other governmental authority charged with the enforcement of laws, ordinances and regulations pertaining to the construction of the Tenant Improvements (collectively, the "*Permits*").

(ii) Landlord and its representatives may regularly enter upon the Premises during construction to inspect the Tenant Improvements and all materials to be used in the construction thereof at reasonable times and in a reasonable manner so as not to interfere with Tenant's construction activities.

(iii) Tenant shall construct the Tenant Improvements in accordance with the Floor Plans and any conditions of the Permits. Tenant or the general contractor hired by Tenant to construct the Tenant Improvements (the "General Contractor") shall provide all materials and labor necessary to construct or install the Tenant Improvements and shall furnish and pay for all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation and other facilities and services necessary to complete the construction thereof.

(iv) Tenant acknowledges and agrees that time is of the essence in this Lease, and that all construction must be made and/or completed in accordance with the requirements stated herein, and in conformity with the Permits and all applicable state and local laws, statutes, ordinances, rules, regulations, and permits. Permits given by the City of Jacksonville shall not constitute a representation or warranty as to such conformity; responsibility for compliance with all legal requirements, therefore, shall at all times remain with Tenant, but this provision shall not be construed to impose any ongoing obligations upon Tenant after Tenant has completed construction of the Tenant Improvements in accordance with then-current legal requirements.

(v) Tenant shall supervise and direct the construction of the Tenant Improvements, and shall be solely responsible for all construction methods, techniques, sequences and procedures for coordinating and completing all portions of the Tenant Improvements.

(vi) Upon completion of the construction of the Tenant Improvements, the project engineer shall certify to the Landlord that such construction has been completed in accordance with the Floor Plans, Permits and in compliance with all applicable laws, ordinances and other governmental rules, regulations and orders. In addition, Tenant shall provide the Landlord with (i) a certified statement from the general contractor specifying the total improvement cost for the Tenant Improvements, (ii) a certified statement from the general contractor that the improvements have been constructed in accordance with the Floor Plans and

in strict compliance with all applicable building codes, laws, rules and ordinances, and (iii) a contractor's affidavit as defined by §713.06(3)(d)(1), Florida Statutes, or, more specifically, a certified statement that all costs have been satisfactorily paid in full, and which attaches written executed waivers or releases of claims against the premises from all persons performing labor and furnishing materials, equipment and other services in connection with the work and who have served notice as required by §713.06(2)(a), Florida Statutes. Tenant shall also provide the Landlord copies of final as built drawings of the Tenant Improvements.

(vii) The Tenant agrees to obtain any payment and performance bonds as may be required by the City's Risk Management Division.

EXHIBIT G

Insurance Requirements

Tenant shall adhere to the following insurance requirements during the Lease terms as applicable to the construction and restaurant operation phases of the Lease:

CONSTRUCTION PHASE INSURANCE REQUIREMENTS

Without limiting its liability under this Lease, Tenant shall at all times during the term of this Lease procure (or cause entity performing Construction described in this Lease to procure) prior to commencement of construction work and maintain at its sole expense during the life of this Lease, insurance of the types and limits not less than amounts stated below:

Schedule	Limits
Worker's Compensation/Employers Liability	
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Policy Limit
	\$ 1,000,000 Each Employee/Disease

This insurance shall cover the Tenant (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Completed Ops
	Aggregate	
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management.

Automobile Liability \$1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability \$1,000,000 Per Claim and Aggregate

Any entity hired to perform professional services as a part of this Lease shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Lease and with a three year reporting option beyond the annual expiration date of the policy.

Pollution Liability \$1,000,000 per Loss
\$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this Lease for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the Tenant including transportation.

Pollution Legal Liability \$1,000,000 per Loss
\$2,000,000 Aggregate

Any entity hired to perform services as a part of this Lease that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Lease.

Watercraft Liability \$1,000,000 Per Claim and Aggregate

Any entity hired to perform services as a part of this Lease that requires the use of watercraft shall maintain watercraft liability coverage for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

Builder's Risk Equal to 100% of Completed Project Value

The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES.

Special Terms:

- a. The Builder's Risk policy shall have the following Named Insured: the Tenant, and the City of Jacksonville, its members, officials, officers, employees and agents.
- b. The Builder's Risk policy shall name the City of Jacksonville as a loss payee.
- c. The Builder's Risk policy shall not be subject to a coinsurance clause.
- d. The Builder's Risk policy, other than for windstorm and hail, shall not have a deductible greater than the matrix shown below:

Peril Type	Project Cost	Maximum Deductible
Windstorm / Hail	N/A	5% of Completed Value
All other Perils	\$0-\$10,000	\$ 5,000
All other Perils	\$10,000-\$49,999	\$10,000
All other Perils	\$50,000-Above	\$20,000---

RESTAURANT OPERATIONAL PHASE INSURANCE REQUIREMENTS

Without limiting its liability under this Lease, Tenant shall at all times during the term of this Lease procure prior to commencement of work and maintain at its sole expense during the life of this Lease (and Tenant shall require its contractors, subcontractors, laborers, material men and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 100,000 Each Accident
	\$ 500,000 Disease Policy Limit
	\$ 100,000 Each Employee/Disease

This insurance shall cover the Tenant (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the

Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management.

Automobile Liability \$1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. Tenant's Insurance Primary. The insurance provided by the Tenant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Lease shall remain

the sole and exclusive responsibility of the named insured Tenant. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

- E. **Tenant's Insurance Additional Remedy.** Compliance with the insurance requirements of this lease shall not limit the liability of the Tenant or its subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Lease or otherwise.
- F. **Waiver/Estoppel.** Neither approval by City nor failure to disapprove the insurance furnished by Tenant shall relieve Tenant of Tenant's full responsibility to provide insurance as required under this Lease.
- G. **Certificates of Insurance.** Tenant shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. **Notice.** The Tenant shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Tenant, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. **Survival.** Anything to the contrary notwithstanding, the liabilities of the Tenant under this Lease shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

Coverage Availability. Prior to award of Lease, the Tenant shall be required to present a letter (or other written statement) from its insurance agent affirming that the agent has personally reviewed the insurance requirements of the Contract Documents and the agent has market access to provide the coverages and limits of liability required by their insured (Tenant) under this Lease.