This Instrument Prepared By:

<u>Celeda Wallace</u>
Action No. 50365
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 RENEWAL
AND MODIFICATION TO AUTHORIZED USES AND SPECIAL LEASE CONDITIONS

BOT FILE NO. 160739059

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 <u>City of Jacksonville</u>, <u>Florida</u>, hereinafter referred to as the Lessee, the sovereignty lands as defined in Rule 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section <u>44</u>, Township <u>02 South</u>, Range <u>26 East</u>, in <u>St. Johns River</u>, <u>Duval</u> County, Florida, containing <u>165,789</u> square feet, more or less, as is more particularly described and shown on Attachments A-1 and A-2, dated May 6, 2025.

TO HAVE THE USE OF the hereinabove-described premises from <u>September 19, 2025</u>, the effective date of this modified lease renewal, through <u>January 17, 2029</u>, the expiration date of this modified lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. <u>USE OF PROPERTY:</u> The Lessee is hereby exclusively authorized to operate a 153,185 square foot fee waived lease area including a public overwater marginal riverwalk, public temporary dock mooring, kayak launch, and water taxi stops, as described in Attachment A-1, and a 12,604 square foot revenue generating dinner cruise facility, as described in Attachment A-2, to be used for the mooring of vessels, including a revenue generating dinner cruise, in conjunction with upland access to public areas and parks, without fueling facilities, with a sewage pump out 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 28, as shown and conditioned in Attachments A-1 and A-2, and the State of Florida Department of Environmental Protection Environmental Exemption Permit No. 16-0215096-003-EE, dated February 25, 2013, Noticed General Permit No. 62-0215096-006-EG, dated July 3, 2018, Consolidated Environmental Permit No. 16-0233957-004-EI, dated November 8, 2018, and Consolidated Environmental Permit No. 16-0233957-005-EI, dated February 1, 2019, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[06-29]

- 2. <u>LEASE FEES:</u> The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$2,724.98, for the 12,604 square feet described in Attachment A-2, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease 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. The 153,185 square feet described in Attachment A-1 are fee waived.
- 3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: This paragraph applies to the revenue generating square footage described in Attachment A-2. (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(32), 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. <u>LATE FEE ASSESSMENTS:</u> This paragraph applies to the revenue generating square footage described in Attachment A-2. 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. <u>SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS</u>: This paragraph applies to the fee waived square footage described in Attachment A-1. 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(32), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.
- 6. <u>EXAMINATION OF LESSEE'S RECORDS:</u> 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.
- 7. 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.

- 8. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit(s) referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from activities that qualify for the fee waiver to activities that are revenue generating and require lease fees pursuant to Chapter 18-21, Florida Administrative Code); (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 and in those Certain Grants of Easements and Limited Power of Attorney recorded in Official Records Book 20214, Pages 2452 2466, Public Records of Duval County, Florida, without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term the area described in Attachment A-1 no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.
- 9. <u>PROPERTY RIGHTS:</u> 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.
- 10. <u>INTEREST IN RIPARIAN UPLAND PROPERTY:</u> 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 <u>B</u> and in those Certain Grants of Easements and Limited Power of Attorney recorded in Official Records Book <u>20214</u>, Pages <u>2452 2466</u>, Public Records of <u>Duval</u> County, Florida, 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.
- 11. <u>ASSIGNMENT OF LEASE</u>: 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.
- 12. <u>LIABILITY/INVESTIGATION OF ALL CLAIMS:</u> The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

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

City of Jacksonville, Florida Attn: Mr. Brian Burket 214 N. Hogan Street, 4th Floor 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.

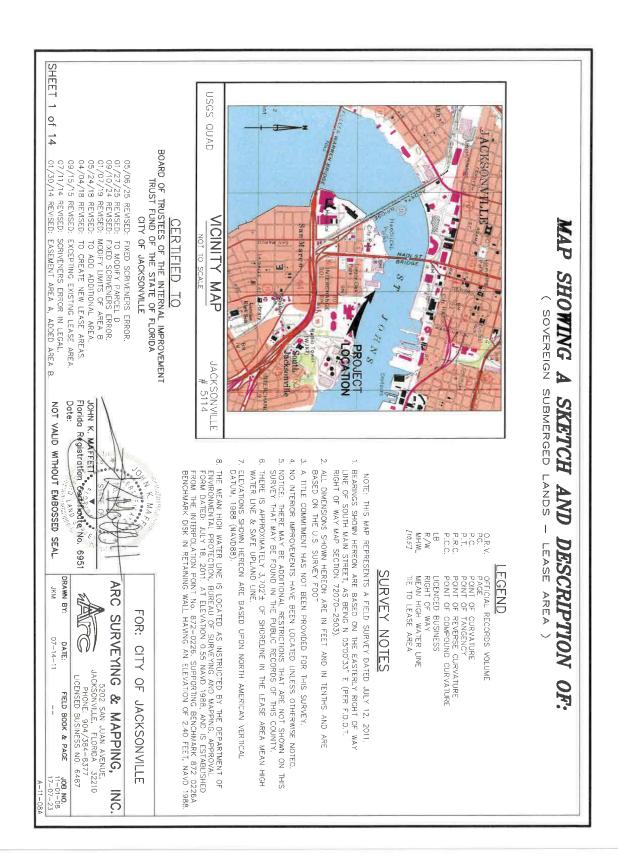
- 14. <u>TAXES AND ASSESSMENTS:</u> The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.
- 15. <u>NUISANCES OR ILLEGAL OPERATIONS:</u> 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.
- 16. 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.
- 17. <u>NON-DISCRIMINATION:</u> 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.
- 18. <u>ENFORCEMENT OF PROVISIONS</u>: 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.
- 19. <u>PERMISSION GRANTED:</u> Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.
- 20. <u>RENEWAL PROVISIONS</u>: 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 <u>B</u> and in those Certain Grants of Easements and Limited Power of Attorney recorded in Official Records Book <u>20214</u>, Pages <u>2452 2466</u>, Public Records of <u>Duval</u> County, Florida, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee's successors in title or successors in interest.

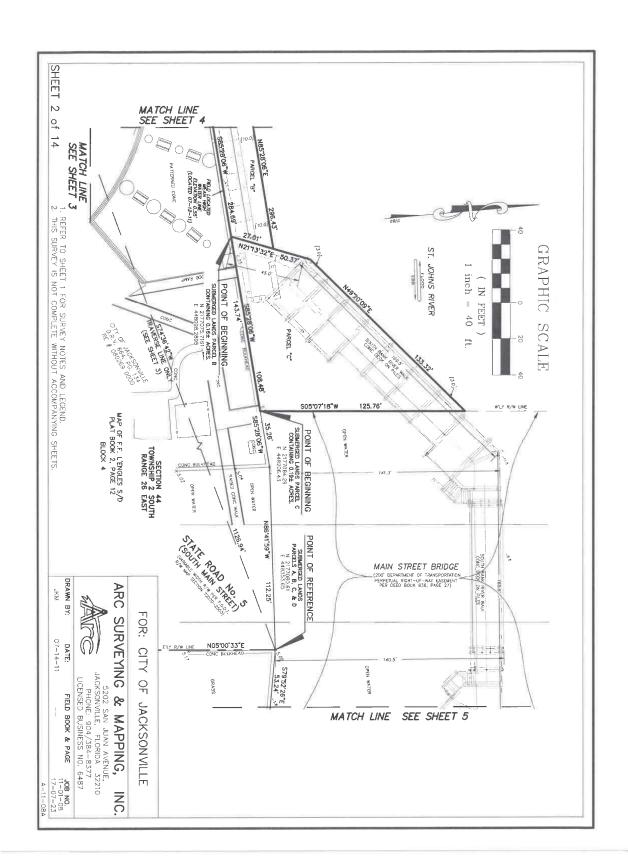
- 21. <u>REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES:</u> If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may 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.
- 22. <u>REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY:</u> 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 <u>B</u>, and in those Certain Grants of Easements and Limited Power of Attorney recorded in Official Records Book <u>20214</u>, Pages <u>2452-2466</u>, Public Records of <u>Duval</u> County, Florida. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.
- 23. <u>RIPARIAN RIGHTS/FINAL ADJUDICATION</u>: 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.
- 24. <u>AMENDMENTS/MODIFICATIONS:</u> 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.
- 25. <u>ADVERTISEMENT/SIGNS/NON-WATER</u> <u>DEPENDENT</u> <u>ACTIVITIES/ADDITIONAL</u> <u>ACTIVITIES/MINOR STRUCTURAL REPAIRS:</u> 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.
- 26. <u>USACE AUTHORIZATION:</u> 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.
- 27. <u>COMPLIANCE WITH FLORIDA LAWS</u>: 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.

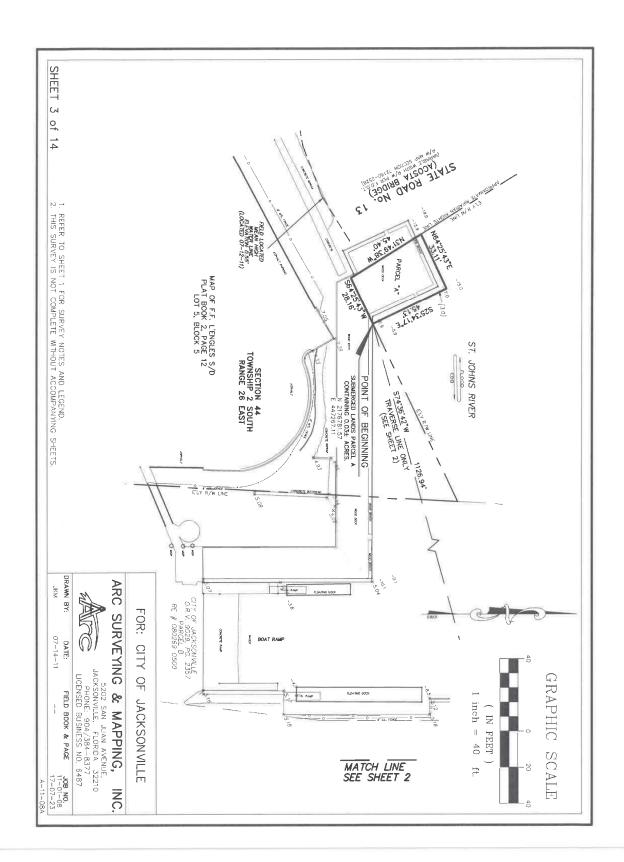
- 28. <u>LIVEABOARDS</u>: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event 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.
- 29. <u>GAMBLING VESSELS</u>: 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.
- 30. <u>SPECIAL LEASE CONDITION</u>: Within 60 days after the Lessor's execution of this lease, the Lessee shall install and display permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation. The Lessee shall maintain these signs during the term of this lease and all subsequent renewal terms and shall be required to replace the signs in the event they become faded, damaged, or outdated. The Lessee shall ensure that the view of the signs is not obstructed by vegetation or structures. The number, type, and procedure for installation of these signs shall be in accordance with the handout, "Manatee Educational Signs," which can be obtained from the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management Section, 620 S. Meridian Street 6A, Tallahassee, Florida 32399-1600 (Phone 850/922-4330).

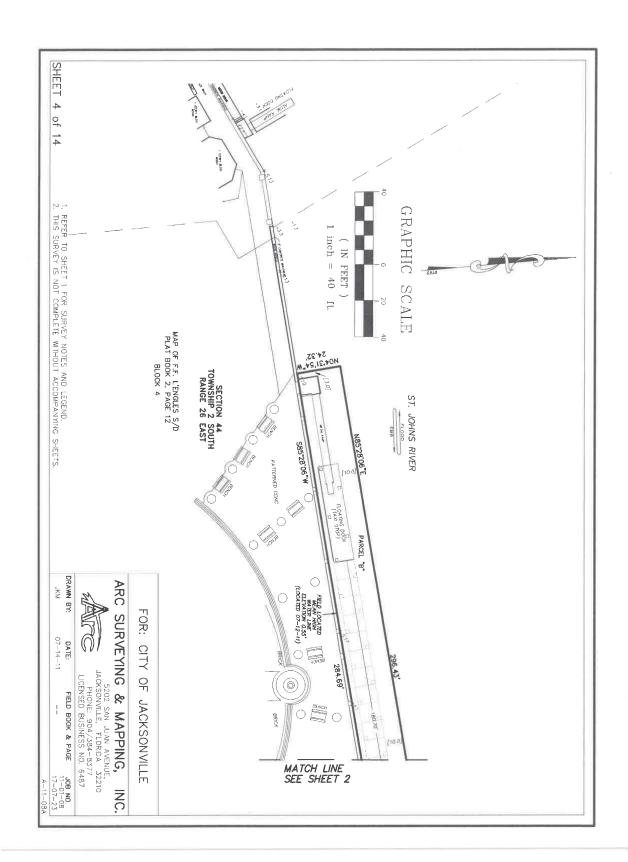
IN WITNESS WHEREOF, the Lessor and the Lessee have	we executed this instrument on the day and year first above written.
WITNESSES:	
Signature:	BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
Printed Name:	(SEAL)
Address: 3800 Commonwealth Boulevard	BY:Brad Richardson, Chief, Bureau of Public Land
Tallahassee, Florida 32399	Administration, Division of State Lands, State of Florida
Signature	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
Printed Name:	improvement trust rund of the State of Florida
Address: 3800 Commonwealth Boulevard	Florida Department of Environmental Protection Division of State Lands
Tallahassee, Florida 32399	3800 Commonwealth Boulevard Tallahassee, Florida 32399
	"LESSOR"
STATE OF FLORIDA COUNTY OF LEON	
20, by <u>Brad Richardson, Chief, Bureau of Public L</u>	fore me by means of physical presence this day of and Administration, Division of State Lands, State of Florida d on behalf of the Board of Trustees of the Internal Improvement Trust me.
APPROVED SUBJECT TO PROPER EXECUTION:	
Toni Sturtevant 9/19/2025	Notary Public, State of Florida
DEP Attorney Date	
	Printed, Typed or Stamped Name
	My Commission Expires:
	Commission/Serial No

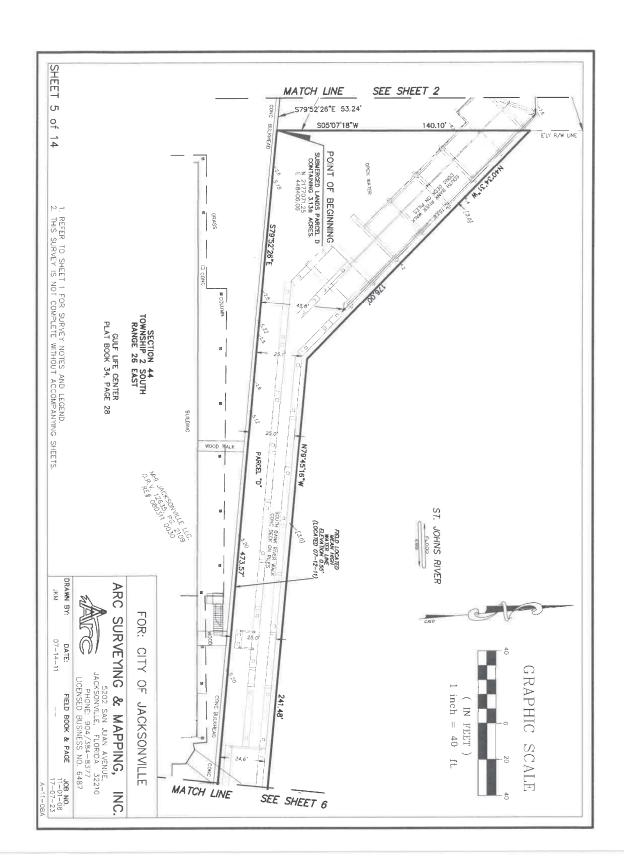
WITNESSES:	City of Jacksonville, Florida	(SEAL)
Signature:	BY:Original Signature of Executing Authority	
Printed Name:	Original Signature of Executing Authority	
	Karen Bowling	
Address:	Typed/Printed Name of Executing Authorit	У
	Chief Administrative Officer	
Signature:	Title of Executing Authority	
Signature.		
Printed Name:	City of Jacksonville, Florida Attn: Mr. Brian Burket	
Address:	214 N. H Sanat 441 El-	or
Address.	Jacksonville, Florida 32202	
	"LESSEE"	
STATE OF	LESSEE	
COUNTY OF		
The foregoing instrument was ack day of City of Jacksonville, Florida. She is person, as identification.	nowledged before me by means of physical presence oronline r, 20, by <u>Karen Bowling</u> as <u>Chief Administrative Officer</u> , for a lally known to me or who has produced	notarization this and on behalf of
My Commission Expires:		
	Signature of Notary Public	
	Notary Public, State of	
Commission/Serial No	Printed, Typed or Stamped Name	

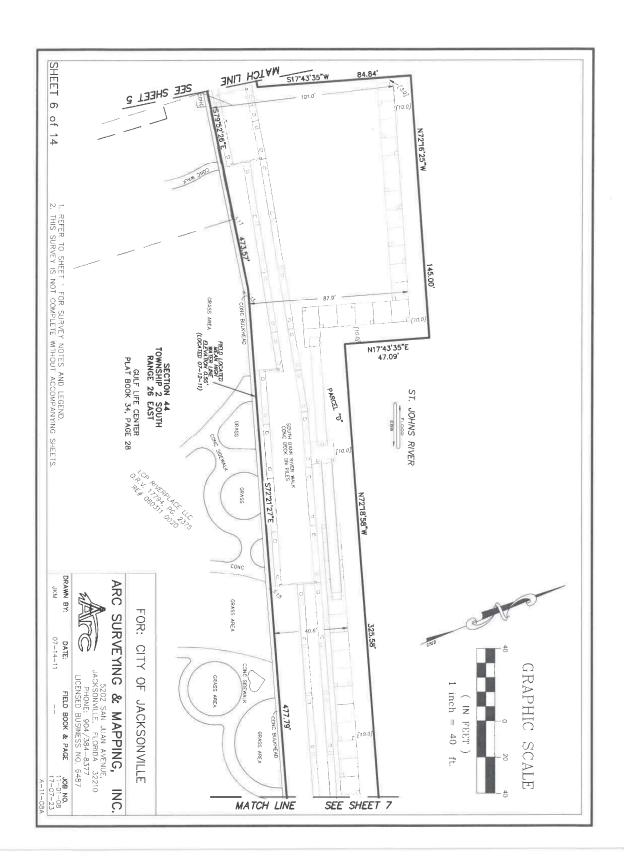


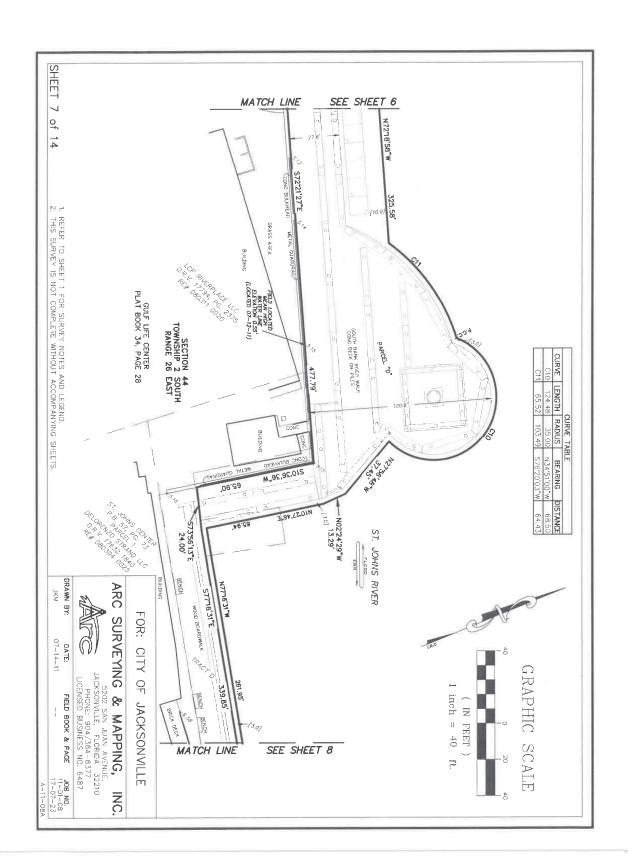


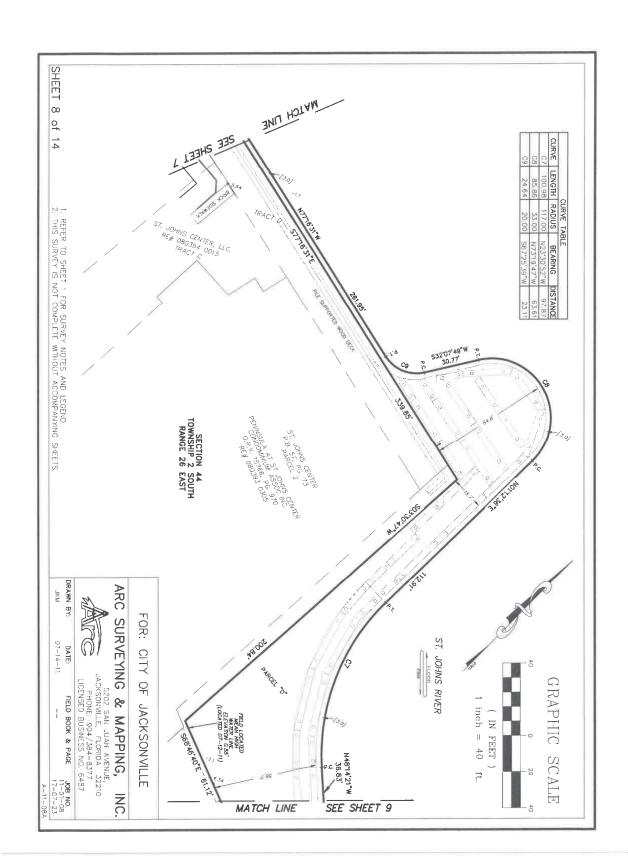


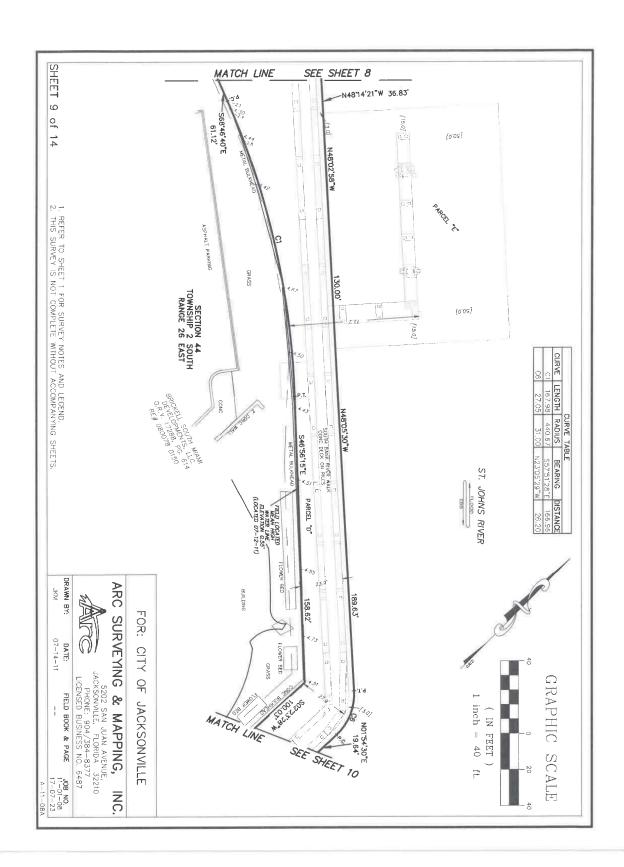


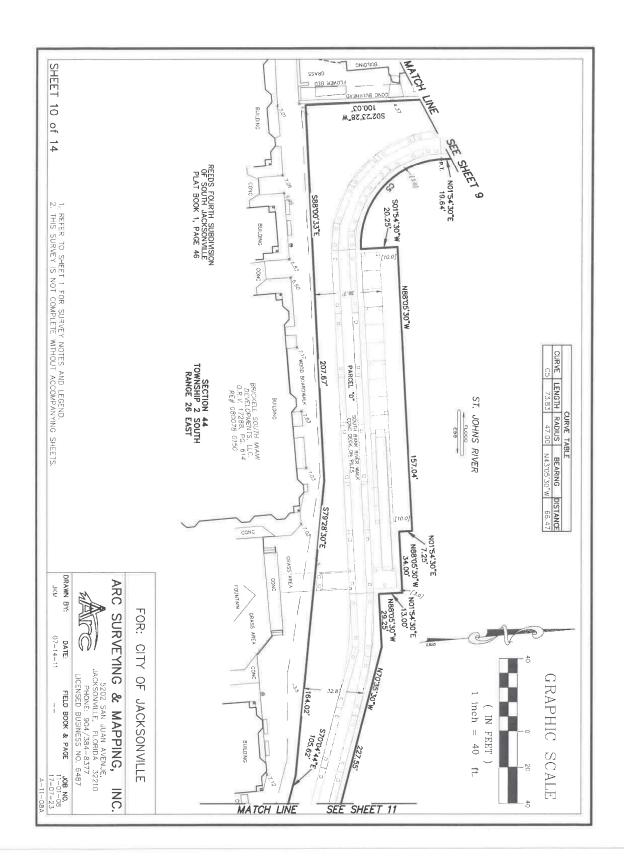


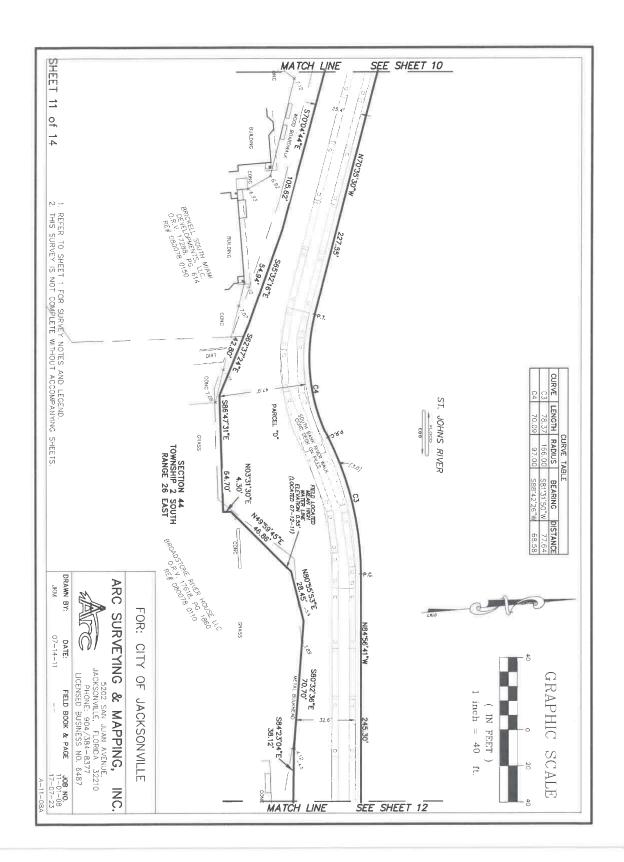


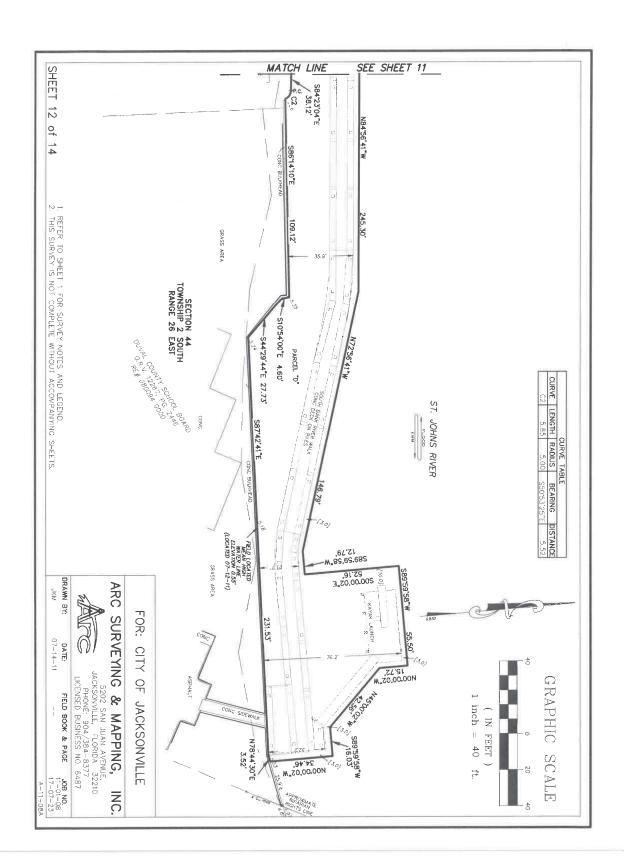






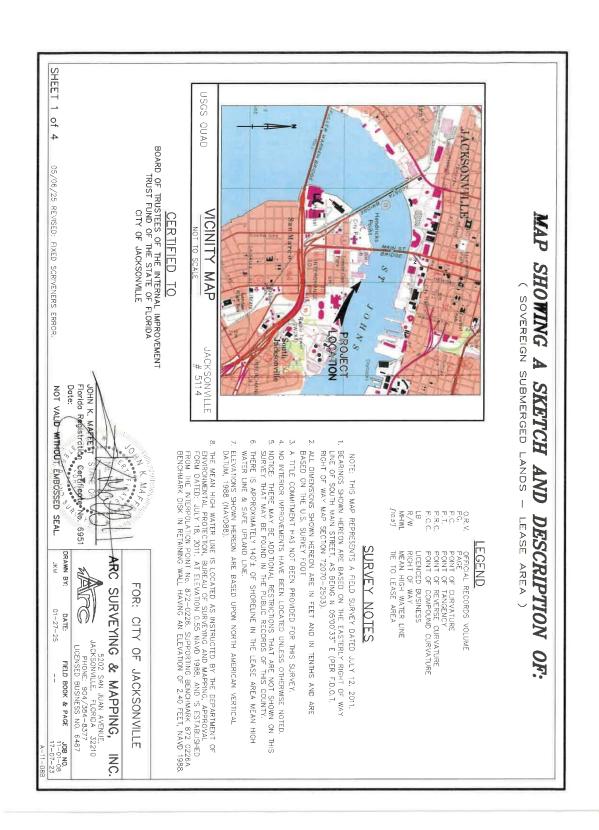


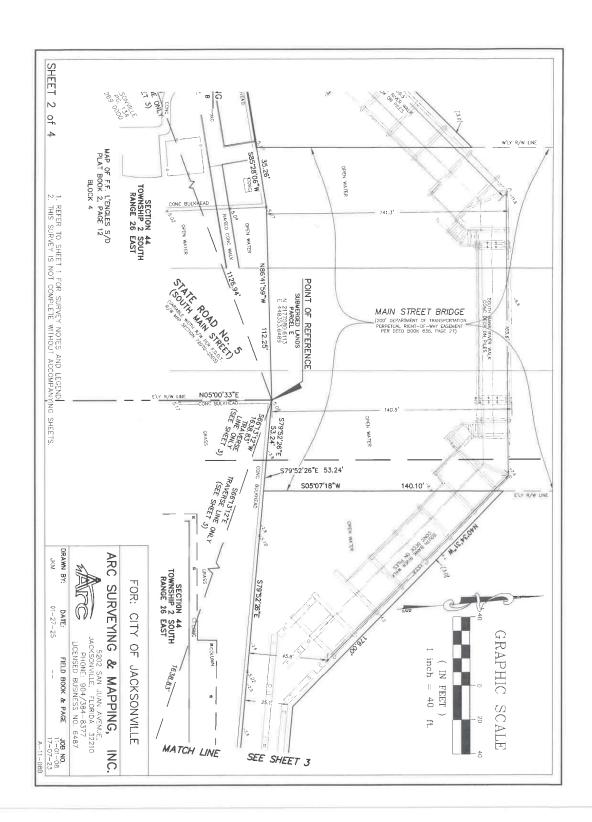


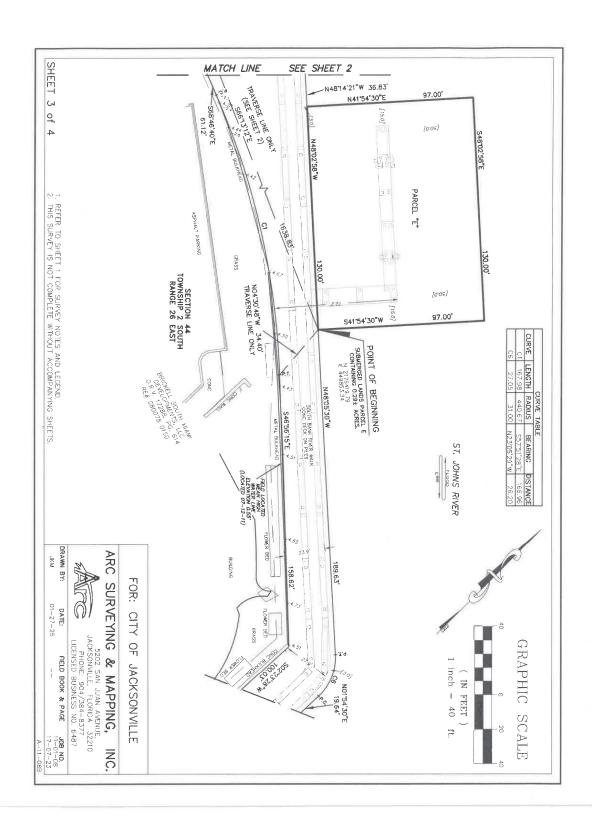


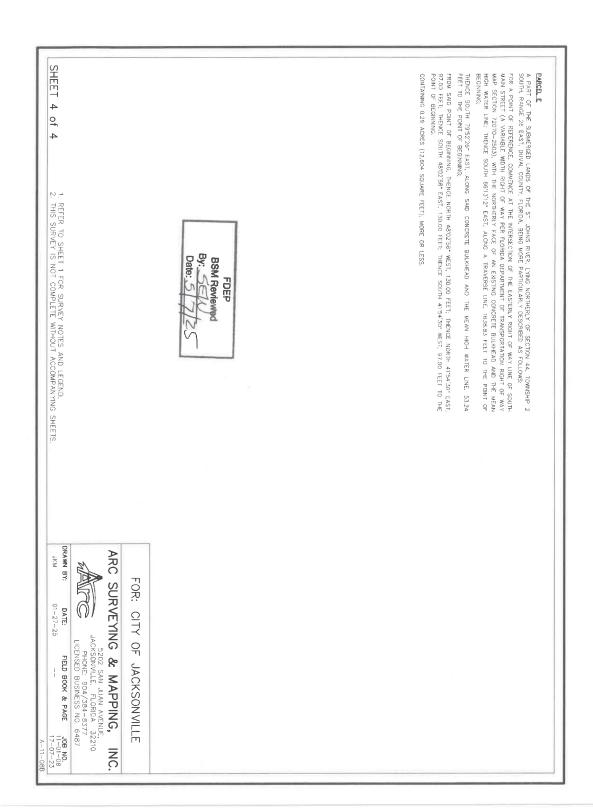
SHEET 13 FROM SAID POINT OF BECHNING, HERKE SOUTHWISTERLY AND NORTHWISTERLY, ALDING SAID EASTERLY RIGHT OF WAXY LINE OF STATE ROAD NO. 13. THE FOLLOWING COURSES AND DISTANCES. THERKE SOUTH 6472547*
WEST, 28.16 FEET, THENCE NORTH 374938* WEST, 48.40 FEET, THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN THE FOLLOWING COURSES AND DISTANCES ACROSS THE SUBMERGED LAST, 50 FTHE ST. JOHNS RIVER, THERLOE NORTH 457437* EAST, 33.11 FEET, THENCE SOUTH 257417* EAST, 35.11 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 13, AND THE POINT OF BEGINNING. FROM SAUD POINT OF BEGINNING, CONTINUE SOUTH 55/28/06* WEST, ALONG SAUD CONCRETE BULKHEAD AND THE MEAN HIGH MATER LINE, 284-69 FEET; THENCE DEPARTING SOUD CONCRETE BULKHEAD AND INE MEAN HIGH WARER LINE, RUN THE FOLLOWING COURSES AND DISTANCES ACROSS THE SUBMERCED LINUS OF THE ST, JOHNS RIVER; THENCE NORTH 6/33/54* WEST, 24-22 FEET; THENCE NORTH 8/32/50; EAST, 296-43 FEET; THENCE SOUTH 2/1/3/32* WEST, 24-20 FEET; TO THE NORTHERLY FACE OF AFOREMENTIONED EXISTING CONCRETE BOUKHEAD, MEAN HIGH WATER LINE, AND THE POINT OF BECONNING. FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH MANN STREET (A VARIABLE WIDTH RIGHT OF WAY PERE FLORIDA DEPARTMENT OF TRANSPORTANON RIGHT OF WAY MAP SECTION 72070-2503), WITH THE NORTHERLY FACE OF AN EXISTING CONCRETE BLUKHEAD AND THE MEAN HIGH WATER LINE, THENCE NORTH 66'41'55' WEST, ALONG SAID CONCRETE BLUKHEAD AND THE MEAN HIGH WATER LINE, TLOSY FEET TO AN ANGLE POINT IN SAID BLUKHEAD CONCRETE BLUKHEAD AND THE MEAN HIGH WATER LINE, THE STEET SOUTH 55'20'5' WEST, ALONG SAID CONCRETE BLUKHEAD AND THE MEAN HIGH WATER LINE, THE STEET TO THE POINT OF BEGINNING. A PART OF THE SUBMERGED LANDS OF THE ST. JOHNS RIVER, LYNG NORTHERLY OF BLOCK 4, MAP OF F.F. L'ENGLES SUBDIVISION OF SOUTH JACKSONVILLE FLORIDA AS SHOWN ON PLAT RECORDED IN PLAT BOOK 2, PAGE 12 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYNG MOPTHERLY OF SECTION 44, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH MAIN STREET (A VARIABLE WINTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TREASSOCRIANON RIGHT OF WAY MAP SECTION 72070-2503), WITH THE MORTHERLY FACE OF AN EXTRING CONCRETE BULKHEAD AND THE MEAN HIGH WATER LINE; THENCE SOUTH 7435'42" WEST, ALONG A TRANSECTION IN 126.94 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 13 (A VARIABLE WIDTH RIGHT OF WAY LINE OF STATE ROAD NO. 13 (A VARIABLE WIDTH RIGHT OF WAY LINE OF STATE ROAD NO. 1760-2528), AND THE A PART OF THE SUBMERGED LANDS OF THE ST. JOHNS RIVER, LYING NORTHERLY OF LOT 5, BLOCK 5, MAP F. F. LENGLES SUBDIVISION OF SOUTH JACKSONVILLE FLORIDA AS SHOWN ON PLAT RECORDED IN PLAT BOOK PAGE 12 OF THE CURRENT PUBLIC RECORDES OF DUVAL COUNTY, FLORIDA, LYING MORTHERLY OF SECTION A TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED CONTAINING 0.16 ACRES (7,067 SQUARE FEET), MORE OR LESS CONTAINING 0.03 ACRES (1,383 SQUARE FEET), MORE OR LESS. POINT OF BEGINNING. 으 14 REFER TO SHEET 1 FOR SURVEY NOTES AND LEGEND.
THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS. FROM SAID FOWNT OF BEGINNING, CONTINUE SOUTH 6528/06* WEST, ALONG SAID CONCRETE BULKHEAD AND THE MEAN HIGH WAITER LINE, 108.48 FEET; THENCE DEPARTING SOUT CONCRETE BULKHEAD AND THE MEAN HIGH WAITER LINE, TUN THE FOLLOWING COURSES AND DISTANCES ARROSS THE SUBMERCED LANDS OF THE ST, LOHNS RIVER; THENCE NORTH 2173/32° EAST, 50.37 FEET; THENCE NORTH 4920/09° EAST, 133.32° FEET TO A POINT LYNG ON SAID WESTERLY LINE OF A 200 FOOT DEPARTMENT OF TRANSPORTATION PERPETUAL RIGHT OF WAY EASTRENT, HARDE SOUTH OF SOUTH AND SAID WESTERLY LINE, AND THE POINT OF BEGINNING. FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH MAIN STREET (A VARIABLE WIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 72070–2503), WITH THE NORTHERLY FACE OF AN EXISTING CONCRETE BULKHEAD AND THE MEAN HIGH WATER LINE, THENCE NORTH 85'11'95' WEST, ALDING SAID CONCRETE BULKHEAD AND THE MEAN HIGH WATER LINE, 112.25 FEET TO AN ANOLE POINT IN SAID BULKHEAD, THENCE SOUTH 85'28'06' WEST, ALDING SAID CONCRETE BULKHEAD AND THE MEAN HIGH WATER LINE, 35.26 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A 2001 FOOT DEPARTMENT OF TRANSPORTATION PERSPETUAL RIGHT OF WAY EXSEMENT, PER DEED BOOK 58.5, FAGE 27, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, AND THE POINT OF BEGINNING. A PART OF THE SUBMERGED LANGS OF THE ST, JOHNS RIVER, LINIG NORTHERLY OF BLOCK 4, MAP OF FF, LENGLES SUBDIVISION OF SQUITH LACKSONVILLE FLORIDA AS SHOWN ON PLAT RECORDED IN PLAT BOOK 2, PAGE 12 OF THE CURRENT PUBLIC RECORDE OF DUVAL COUNTY, FLORIDA, LYNIG NORTHERLY OF SECTION 44, TOWNSHIP 2 SQUITH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS CONTAINING 0.19 ACRES (8,307 SQUARE FEET), MORE OR LESS. DRAWN BY: ARC SURVEYING & MAPPING, NYK FOR: CITY OF JACKSONVILLE 07-14-11 DATE 5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32210 PHONE: 904/384—8377 LICENSED BUSINESS NO. 6487 FIELD BOOK & PAGE JOB NO. NC.

HOW AND PAIN IS BUNNING, CHAINGE SOUTH 95220* ESST, AUROG END CONCRETE BULKHEAD AND THE MEAN HOW MADE SOUTH WE ATLANDED THE TO AN ARCIE POINT OF AN ARCIE POINT OF AN ARCIE POINT OF SAID CONCRETE BULKHEAD AND THE MEAN HOW ARTE UNE. 2014 HOUSE SOUTH 92727* EAST, AURO CHE CONTINUE AND ENDERGY FACE OF SAID STEEL BUNKHEAD HAVE BUNKHEAD HAVE SOUTH 9273* EAST, AURO THE MEAN HOW AND ENVERSE OF SAID STEEL BUNKHEAD HAVE SOUTH WESTERN FACE OF SAID STEEL BUNKHEAD HAVE SOUTH WESTERN FACE OF SAID STEEL BUNKHEAD HAVE SOUTH WESTERN FACE OF SAID STEEL BUNKHEAD HAVE ARROUND WATER UNE. 2014 FEET TO AN ARCIE POINT OF SAID STEEL BUNKHEAD HAVE ARROUND WATER WE SAID STEEL BUNKHEAD HAVE ARROUND HE MEAN HOW MATER UNE. 2014 FEET TO AN ARCIE POINT OF SAID STEEL BUNKHEAD HAVE ARROUND WATER WE SAID STEEL BUNKHEAD HAVE ARROUND WATER WE SAID STEEL BUNKHEAD HAVE ARROUND WATER WE SAID STEEL BUNKHEAD HAVE ARROUND HOW ATTER WE SAID STEEL BUNKHEAD HAVE ARROUND WATER WE SAID STEEL BUNKHEAD HAVE ARROUND HOW ATTER WE SAID STEEL BUNKHEAD HAVE ARROUND WATER WE SAID STEEL BUNKHEAD HAVE ARROUND HE MEAN HOW WATER WE SAID STEEL BUNKHEAD HAVE ARROUND WATER WE SAID STEEL BUNKHEAD HAVE ARROUND HE MEAN HOW WATER WE SAID STEEL BUNKHEAD HAVE ARROUND HE MEAN HOW WATER WE SAID STEEL BUNKHEAD HAVE ARROUND SAID STEEL SUNKHEAD HAVE ARROUND HE MEAN HOW WATER WE SAID STEEL BUNKHEAD HAVE ARROUND SAID STEEL BUNKHEAD HAVE ARROUND SAID STEEL BUNKHEAD HAVE ARROUND SAID STEEL SUNKHEAD HAVE ARROUND SAID STEEL BUNKHEAD HAVE SAID STEEL BUNKHEAD HAVE SAID STEEL BUNKHEAD HAVE SAID STEEL BUNKHEAD HAVE SAID STEEL BUNKHEAD HA NOR A POINT OF RECEBUCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SOUTH MAIN STREET (A VAMILBLE MIDTH RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION, RIGHT OF WAY MAP SECTION 2003). WITH THE KORTHERLY FACE OF AM EXISTING CONCRETE BULKHEAD AND THE MEAN HIGH WATER LINE;
THENCE SOUTH, 2932/26" EAST, ALONG SAID CONCRETE BULKHEAD AND THE MEAN HIGH WATER LINE; 53.24 FEET TO THE OINT OF BEGINNING; 4 of 14 MERGED LANDS OF THE ST. LOHANS RIVER, LYNG MORTHERLY OF GUIF LIFE CENTER AS SHOWN OF LAT ROOM AND THE ST. LOHANS RIVER. LYNG MORTHERLY OF MAP OF F. L'ENGLES SUBDIVISION OF SQUITH JACKSONNULE METAL RECORDED IN PART BOOK 2, PAGE 12, AND MORTHERLY OF REEDS FOURTH SUBDIVISION OF JACKSONNO ON PLAT RECORDED IN PART BOOK 1, PAGE 46 OF THE CURRENT PUBLIC RECORDS OF RIVER. LYNG MORTHERLY OF SCIONA 4. TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUNAL COLUMN, CAND. REFER TO SHEET 1 FOR SURVEY NOTES AND LEGEND.
THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS I NEMEZ NORTH 8455 41* WEST, 245,30 FEET TO THE DON'T OF CURNATURE OF A CURNE TO THE LEFT HANNO A PRODUS OF 185 COFFEET; HANNO A PROMI OF SAID CURNE TO THE LEFT HANNO A PROBUS OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF, CONTROL TO THE RORTH HANNO A PROBUS OF 250 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 250 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 250 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HENCE CAUGHS, THAN BEACH AND AROUND STANCE OF 185 COFFEET; HENCE CAUGHS, AND AROUND SAID CURRE TO SAID CURRE, THE 185 COFFEET; HANNO A CHORD BEARING AND DISTANCE OF 185 COFFEET; HENCE CAUGHS, AND AROUND SAID CURRE TO SAID CURRE, THE RORTH HANNO A CHORD SAID CURRE TO THE RORTH HANNO A CHORD BEARING AND DISTANCE OF 185 CURRY, HERCE SOUTH STOTY OF 185 COFFEET; HENCE CAUGHS AND AROUND SAID CURRE TO THE RORTH HANNO A CHORD BEARING AND DISTANCE OF 185 CURRY, HERCE SOUTH STOTY OF 185 COFFEET; HENCE COMPANIES OF 285 CURRY, HERCE SOUTH STOTY OF 185 COFFEET; HENCE COMPANIES OF 285 COFFEET; THE RORTH HANNO A CHORD SAID CURRY TO THE RORTH HANNO FDEP DRAWN BY: ARC SURVEYING & MAPPING, FOR: CITY OF JACKSONVILLE 5202 SAN JUAN AVENUE JACKSONVILLE, FLORIDA 3 JACKSONVILLE, FLORIDA 32210 PHONE: 904/384-8377 LICENSED BUSINESS NO. 6487 JOB NO. NC.









Harry M. Wilson, IV, Esq. Office of General Counsel 117 W. Duval Street, Suite 480 Jacksonville, Florida 32202

Project: SBRW Renewal RE#: 080394-0025 Doc # 2022088347, OR BK 20214 Page 2452, Number Pages. 2 Recorded 04/08/2022 11:50 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$18.50

NOTICE OF RENEWAL OF EASEMENT AGREEMENT

THIS NOTICE OF RENEWAL OF EASEMENT AGREEMENT ("Notice") is made and as of this day of recounty, 2022, by CITY OF JACKSONVILLE, a consolidated municipal and county political subdivision, duly organized and existing under the laws of the State of Florida, whose address is c/o Office of General Counsel, 117 W. Duval Street, Suite 480. Jacksonville, Florida 32202.

WITNESSETH:

WHEREAS, on March 28, 1984 the City of Jacksonville, as Grantee, entered into that certain Grant of Easement and Limited Power of Attorney with Gulf Master Company, a Florida corporation, and Jax Development Corporation, collectively as Grantor (the "Easement"), for the purposes of obtaining riparian easement rights required for the construction and maintenance of the City's Southbank Riverwalk, a 1.25 mile paved promenade along the St. Johns River.

WHEREAS, the Easement was recorded at Book 5821, Page 687 of the Duval County Public Records and is binding on the successors and assigns of the Grantor and Grantee. Delorenzo Strand LLC, a Florida limited liability company ("Delorenzo"), is the successor in interest to the original grantor.

WHEREAS, the Easement is for an initial term of forty (40) years, expiring on March 27, 2024, and may be renewed for an additional period of forty (40) years upon at least one hundred eighty days' advance written notice and payment of the sum of Ten Dollars to Grantor prior to the end of the initial term.

WHEREAS, Grantor has timely provided such advance written notice to Delorenzo and paid the required consideration of Ten Dollars, thereby exercising its right to renew the Easement for an additional period of forty (40) years.

NOW, THEREFORE, the City hereby provides notice that it has renewed the term of the Easement, and that the Easement shall remain in full force and effect until March 27, 2064, which date represents the expiration date of the additional term.



GRANTEE: CITY OF JACKSONVILLE, a Florida Signed, sealed and delivered in our presence as witnesses: municipal corporation Brian Hughes Chief Administrative Officer Mayor Lenny Curry Under Authority of. Lenny Curry as MayorExecutive Order No. 2019-02 Print Name: Print Name: TIMA Form Approved: STATE OF FLORIDA **COUNTY OF DUVAL** The foregoing instrument was asknowledged before me by means of physical presence or online notarization, this day of the for and on behalf of Mayor Lenny Curry, as aforesaid, and James R. McCain Jr., the Corporation Secretary of the City of Jacksonville, a Florida Municipal Corporation, on behalf of the corporation, who are personally known to me. Notary Public, State and County Aforesaid Print Name: Alice W. Newman Print Name: [SEAL] Commission No. ALICE W. NEWMAN My Commission Expires MY COMMISSION # GG 187618 EXPIRES: June 19, 2022 Bonded Thru Notary Public Underwrite GC-#1475204-v1-Notice_of_Easement_Renewal_Delorenzo_Strand.docx

Attachment B Page 28 of 44 Pages Sovereignty Submerged Lands Lease No. 160739059

Harry M. Wilson, IV, Esq. Office of General Counsel 117 W. Duval Street, Suite 480 Jacksonville, Florida 32202

Project: SBRW Renewal RE#: 080394-0020 Doc # 2022088348, OR 8K 20214 Page 2454, Number Pages. 2 Recorded 04/08/2022 \$1:50 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$18.50

NOTICE OF RENEWAL OF EASEMENT AGREEMENT

THIS NOTICE OF RENEWAL OF EASEMENT AGREEMENT ("Notice") is made and as of this day of FEGRIARY, 2022, by CITY OF JACKSONVILLE, a consolidated municipal and county political subdivision, duly organized and existing under the laws of the State of Florida, whose address is c/o Office of General Counsel, 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202.

WITNESSETH:

WHEREAS, on March 28, 1984 the City of Jacksonville, as Grantee, entered into that certain Amended and Restated Grant of Easement and Limited Power of Attorney and Reservation of Air Rights and Reservation of Support Space with Gulf Master Company, a Florida corporation, as Grantor (the "Easement"), for the purposes of obtaining riparian easement rights required for the construction and maintenance of the City's Southbank Riverwalk, a 1.25 mile paved promenade along the St. Johns River.

WHEREAS, the Easement was recorded at Book 5978, Page 1614 of the Duval County Public Records and is binding on the successors and assigns of the Grantor and Grantee. St. Johns Center Owners Association, Inc., a Florida not for profit corporation ("St. Johns Center"), is the successor in interest to the original grantor.

WHEREAS, the Easement is for an initial term of forty (40) years, expiring on March 27, 2024, and may be renewed for an additional period of forty (40) years upon at least one hundred eighty days' advance written notice and payment of the sum of Ten Dollars to Grantor prior to the end of the initial term.

WHEREAS, Grantor has timely provided such advance written notice to St. Johns Center and paid the required consideration of Ten Dollars, thereby exercising its right to renew the Easement for an additional period of forty (40) years.

NOW, THEREFORE, the City hereby provides notice that it has renewed the term of the Easement, and that the Easement shall remain in full force and effect until March 27, 2064, which date represents the expiration date of the additional term.



GRANTEE:

CITY OF JACKSONVILLE, a Florida Signed, sealed and delivered in our municipal commition presence as witnesses: Brian Hughes Chief Administrative Officer For: Mayor Lenny Curry Under Authority of. as Mayor Executive Order No. 2019-02 Print Name: Print Name: Corporation Segfetary Form Approved: STATE OF FLORIDA **COUNTY OF DUVAL** The foregoing instrument was arknowledged before me by means of physical presence or online notarization, this day of the for and on behalf of Mayor Lenny Curry, as afore did, and James R. McCain Jr., the Corporation Secretary of the City of Jacksonville, a Florida Municipal Corporation, on behalf of the corporation, who are personally known to me. Notary Public, State and County Aforesaid Alice W. Newman Print Name: [SEAL] Commission No. My Commission I ALICE W NEWWAN MY COMMISSION # GG 187618 **EXPIRES: June 19, 2022**

GC-#1475159-v1-Notice_of_Easement Renewal_St__Johns_Center Owners_Association

Harry M. Wilson, IV, Esq. Office of General Counsel 117 W. Duval Street, Suite 480 Jacksonville, Florida 32202

Project: SBRW Renewal RE#: 080394-0020 Doc # 2022088349, OR BK 20214 Page 2456, Number Pages: 2 Recorded 04/08/2022 11:50 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$18.50

NOTICE OF RENEWAL OF EASEMENT AGREEMENT

THIS NOTICE OF RENEWAL OF EASEMENT AGREEMENT ("Notice") is made and as of this the day of February, 2022, by CITY OF JACKSONVILLE, a consolidated municipal and county political subdivision, duly organized and existing under the laws of the State of Florida, whose address is c/o Office of General Counsel, 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202.

WITNESSETH:

WHEREAS, on May 1, 1986 the City of Jacksonville, as Grantee, entered into that certain Amended Easement for Restroom Facilities and Utilities with Jacksonville World Trade Center Partnership, a general partnership organized and existing under the laws of the State of Florida, as Grantor (the "Easement"), for the purposes of obtaining riparian easement rights required for the construction and maintenance of the City's Southbank Riverwalk, a 1.25 mile paved promenade along the St. Johns River.

WHEREAS, the Easement was recorded at Book 6214, Page 1506 of the Duval County Public Records and is binding on the successors and assigns of the Grantor and Grantee. St. Johns Center Owners Association, Inc., a Florida not for profit corporation ("St. Johns Center"), is the successor in interest to the original grantor.

WHEREAS, the Easement expires on March 27, 2024, and may be renewed for an a period of forty (40) years upon at least one hundred eighty days' advance written notice and payment of the sum of Ten Dollars to Grantor prior to the end of the initial term.

WHEREAS, Grantor has timely provided such advance written notice to St. Johns Center and paid the required consideration of Ten Dollars, thereby exercising its right to renew the Easement for an additional period of forty (40) years.

NOW, THEREFORE, the City hereby provides notice that it has renewed the term of the Easement, and that the Easement shall remain in full force and effect until March 27, 2064, which date represents the expiration date of the additional term.

GRANTEE: CITY OF JACKSONVILLE, a Florida Signed, sealed and delivered in our municipal correction presence as witnesses: Brian Hughes Shiel Administrative Officer For: Mayor Lenny Curry Lenny Curry as Mayor Under Authority of Executive Order No 2019-02 Print Name Attest Print Name: ames R. Mc Corporation Secretary Form Approved: STATE OF FLORIDA **COUNTY OF DUVAL** The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this. day of the day of th Secretary of the City of Jacksonville, a Florida Municipal Corporation, on behalf of the corporation, who are personally known to me. Notary Public, State and County Aforesaid Alice W. Newman Print Name: [SEAL] Commission No. My Commission Expire MY COMMISSION # GG 187618 EXPIRES: June 19, 2022 Bonded Thru Notary Public Underwriters

GC-#1475184-v1-Notice_of_Easement_Renewal_St__Johns_Center_2.docx

Harry M. Wilson, IV, Esq. Office of General Counsel 117 W. Duval Street, Suite 480 Jacksonville, Florida 32202

Project: SBRW Renewal RE#: 080078-0150 Doc # 2022088350, OR BK 20214 Page 2458, Number Pages: 2 Recorded 04/08/2022 11:50 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$18.50

NOTICE OF RENEWAL OF EASEMENT AGREEMENT

THIS NOTICE OF RENEWAL OF EASEMENT AGREEMENT ("Notice") is made and as of this the day of the State of Florida, whose address is c/o Office of General Counsel, 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202.

WITNESSETH:

WHEREAS, on April 27, 1984 the City of Jacksonville, as Grantee, entered into that certain Grant of Easement and Limited Power of Attorney with Wharfside Two, Ltd., a California Limited Partnership, as Grantor (the "Easement"), for the purposes of obtaining riparian easement rights required for the construction and maintenance of the City's Southbank Riverwalk, a 1.25 mile paved promenade along the St. Johns River.

WHEREAS, the Easement was recorded at Book 5821, Page 663 of the Duval County Public Records and is binding on the successors and assigns of the Grantor and Grantee. Amkin Riverwalk LLC, a Florida limited liability company, formerly known as Brickell South Miami Developments LLC ("Amkin"), is the successor in interest to the original grantor.

WHEREAS, the Easement is for an initial term of forty (40) years, expiring on April 26, 2024, and may be renewed for an additional period of forty (40) years upon at least one hundred eighty days' advance written notice and payment of the sum of Ten Dollars to Grantor prior to the end of the initial term.

WHEREAS, Grantor has timely provided such advance written notice to Amkin and paid the required consideration of Ten Dollars, thereby exercising its right to renew the Easement for an additional period of forty (40) years.

NOW, THEREFORE, the City hereby provides notice that it has renewed the term of the Easement, and that the Easement shall remain in full force and effect until April 26, 2064, which date represents the expiration date of the additional term.

GRANTEE: CITY OF JACKSONVILLE, a Florida Signed, sealed and delivered in our municipal corporation presence as witnesses: Lenny Curry as Mayor Chief Administrative Officer For: Mayor Lenny Curry Under Authority of Executive Order No: 2019-02 Attest: mes R. McCain, Jr. Corporation Secretary Form Approved: STATE OF FLORIDA COUNTY OF DUVAL The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of the Secretary of the City of Jacksonville, a Florida Municipal Corporation, on behalf of the corporation, who are personally known to me. Notary Public, State and County Aforesaid ALICE W. NEWMAN Print Name: Alice W. Newman [SEAL] MY COMMISSION # GG 187618 Commission No. #6-6-18 **EXPIRES: June 19, 2022** My Commission Expires: _ Bonded Thru Notary Public Underwrit

GC-#1475208-v1-Notice_of_Easement_Renewal_Amkin.docx

Harry M. Wilson, IV, Esq. Office of General Counsel 117 W. Duval Street, Suite 480 Jacksonville, Florida 32202

Project: SBRW Renewal RE#: 080075-0005 Doc # 2022088351, OR BK 20214 Page 2460, Number Pages: 2 Recorded 04/08/2022 11:50 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$18.50

NOTICE OF RENEWAL OF EASEMENT AGREEMENT

THIS NOTICE OF RENEWAL OF EASEMENT AGREEMENT ("Notice") is made and as of this day of February, 2022, by CITY OF JACKSONVILLE, a consolidated municipal and county political subdivision, duly organized and existing under the laws of the State of Florida, whose address is c/o Office of General Counsel, 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202.

WITNESSETH:

WHEREAS, on April 27, 1984 the City of Jacksonville, as Grantee, entered into that certain Grant of Easement and Limited Power of Attorney with Wharfside Two, Ltd., a California Limited Partnership, as Grantor (the "Easement"), for the purposes of obtaining riparian easement rights required for the construction and maintenance of the City's Southbank Riverwalk, a 1.25 mile payed promenade along the St. Johns River.

WHEREAS, the Easement was recorded at Book 5821, Page 663 of the Duval County Public Records and is binding on the successors and assigns of the Grantor and Grantee. Broadstone River House, LLC, a Delaware limited liability company, ("Broadstone"), is the successor in interest to the original grantor.

WHEREAS, the Easement is for an initial term of forty (40) years, expiring on April 26, 2024, and may be renewed for an additional period of forty (40) years upon at least one hundred eighty days' advance written notice and payment of the sum of Ten Dollars to Grantor prior to the end of the initial term.

WHEREAS, Grantor has timely provided such advance written notice to Broadstone and paid the required consideration of Ten Dollars, thereby exercising its right to renew the Easement for an additional period of forty (40) years.

NOW, THEREFORE, the City hereby provides notice that it has renewed the term of the Easement, and that the Easement shall remain in full force and effect until April 26, 2064, which date represents the expiration date of the additional term.

GRANTEE:

CITY OF JACKSONVILLE, a Florida Signed, sealed and delivered in our municipal corporation presence as witnesses: Brian Hughes Chief Administrative Officer Mayor Lenny Curry Under Authority of Lenny Curty as Mayerecutive Order No 2019-02 Print Name: Corporation Form Approved: STATE OF FLORIDA **COUNTY OF DUVAL** The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this add of framework, 2022 by Brian Hughes, for and on behalf of Mayor Lenny Curry, as aforesaid, and James R. McCain Jr., the Corporation Secretary of the City of Jacksonville, a Florida Municipal Corporation, on behalf of the corporation, who are personally known to me. Notary Public, State and County Aforesaid Alice W. Newman Print Name: [SEAL] Commission No. My Commission Expir ALICE W. NEWMAN MY COMMISSION # GG 187618 EXPIRES: June 19, 2022 **Bonded Thru Motary Public Underwriters**

GC-#1475212-v1-Notice_of_Easement_Renewal_Broadstone

Harry M. Wilson, IV, Esq. Office of General Counsel 117 W. Duval Street, Suite 480 Jacksonville, Florida 32202

Project: SBRW Renewal RE#: 080094-0000 Doc # 2022088352, OR BK 20214 Page 2462, Number Pages: 2 Recorded 04/08/2022 11:50 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$18.50

NOTICE OF RENEWAL OF EASEMENT AGREEMENT

THIS NOTICE OF RENEWAL OF EASEMENT AGREEMENT ("Notice") is made and as of this day of February, 2022, by CITY OF JACKSONVILLE, a consolidated municipal and county political subdivision, duly organized and existing under the laws of the State of Florida, whose address is c/o Office of General Counsel, 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202.

WITNESSETH:

WHEREAS, on January 3, 1984 the City of Jacksonville, as Grantee, entered into that certain Grant of Easement and Limited Power of Attorney with Duval School Administration Building, Inc., a Florida Not for Profit Corporation, as Grantor (the "Easement"), for the purposes of obtaining riparian easement rights required for the construction and maintenance of the City's Southbank Riverwalk, a 1.25 mile paved promenade along the St. Johns River.

WHEREAS, the Easement was recorded at Book 5835, Page 2176 of the Duval County Public Records and is binding on the successors and assigns of the Grantor and Grantee. The School Board of Duval County, Florida, a body politic and corporate ("DCSB") is the successor in interest to the original grantor.

WHEREAS, the Easement is for an initial term of forty (40) years, expiring on January 2, 2024, and may be renewed for an additional period of forty (40) years upon at least one hundred eighty days' advance written notice and payment of the sum of Ten Dollars to Grantor prior to the end of the initial term.

WHEREAS, Grantor has timely provided such advance written notice to DCSB and paid the required consideration of Ten Dollars, thereby exercising its right to renew the Easement for an additional period of forty (40) years.

NOW, THEREFORE, the City hereby provides notice that it has renewed the term of the Easement, and that the Easement shall remain in full force and effect until January 2, 2064, which date represents the expiration date of the additional term.

GRANTEE:

Signed, sealed and delivered in our CITY OF JACKSONVILLE, a Florida presence as witnesses: municipal cornoration Brian Hughes Chief Administrative Officer For Mayor Lenny Curry Under Authority of Print Name: as Mayor Executive Order No. 2019-02 Print Name: Attest: mes R. M Corporation Secretar Form Approved: STATE OF FLORIDA COUNTY OF DUVAL The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of the for and on behalf of Mayor Lenny Curry, as afore and, and James R. McCain Jr., the Corporation Secretary of the City of Jacksonville, a Florida Municipal Corporation, on behalf of the corporation, who are personally known to me. Notary Public, State and County Aforesaid Print Name: Alice W. Newman [SEAL] Commission No. My Commission Expires: ALICE W. NEWMAN MY COMMISSION # GG 187618 **EXPIRES: June 19, 2022** Bonded Thru Notary Public Underwrit

GC-#1475216-v1-Notice_of_Easement_Renewal_DCSB

Harry M. Wilson, IV, Esq. Office of General Counsel 117 W. Duval Street, Suite 480 Jacksonville, Florida 32202

Project: SBRW Renewal RE#: 080311-0022

Doc # 2022088353, OR BK 20214 Page 2464, Number Pages. 2 Recorded 04/08/2022 11:50 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$18.50

NOTICE OF RENEWAL OF EASEMENT AGREEMENT

THIS NOTICE OF RENEWAL OF EASEMENT AGREEMENT ("Notice") is made and as of this day of the State of Florida, whose address is c/o Office of General Counsel, 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202.

WITNESSETH:

WHEREAS, on March 28, 1984 the City of Jacksonville, as Grantee, entered into that certain Grant of Easement and Limited Power of Attorney with Gulf Life Insurance Company, a Florida corporation, as Grantor (the "Easement"), for the purposes of obtaining riparian easement rights required for the construction and maintenance of the City's Southbank Riverwalk, a 1.25 mile paved promenade along the St. Johns River.

WHEREAS, the Easement was recorded at Book 5821, Page 642 of the Duval County Public Records and is binding on the successors and assigns of the Grantor and Grantee. LCP Riverplace LLC, a Delaware limited liability company ("LCP"), is the successor in interest to the original grantor.

WHEREAS, the Easement is for an initial term of forty (40) years, expiring on March 27, 2024, and may be renewed for an additional period of forty (40) years upon at least one hundred eighty days' advance written notice and payment of the sum of Ten Dollars to Grantor prior to the end of the initial term.

WHEREAS, Grantor has timely provided such advance written notice to LCP and paid the required consideration of Ten Dollars, thereby exercising its right to renew the Easement for an additional period of forty (40) years.

NOW, THEREFORE, the City hereby provides notice that it has renewed the term of the Easement, and that the Easement shall remain in full force and effect until March 27, 2064, which date represents the expiration date of the additional term.

GRANTEE: CITY OF JACKSONVILLE, a Florida Signed, sealed and delivered in our municipal corporation presence as witnesses: Brian Hughes bief Administrative Officer or: Mayor Lenny Curry as Mayo Executive Order No 2019-02 Print Name: Print Name: mes R. McCain Corporation Secolar Form Approved: STATE OF FLORIDA COUNTY OF DUVAL The foregoing instrument was asknowledged before me by means of physical presence or online notarization, this day of the Secretary of the City of Jacksonville, a Florida Municipal Corporation, on behalf of the corporation, who are personally known to me. Notary Public, State and County Aforesaid Print Name: Alice W. Newman [SEAL] Commission No. My Commissio ALICE W. NEWMAN MY COMMISSION # GG 187618

GC-#1475120-v1-Notice_of_Easement_Renewal_LCP_Riverplace_Jacksonville.DOCX

EXPIRES: June 19, 2022

Bonded Thru Notary Public Underwriters

Harry M. Wilson, IV, Esq. Office of General Counsel 117 W. Duval Street, Suite 480 Jacksonville, Florida 32202

Project: SBRW Renewal RE#: 080311-0030 Doc # 2022088354, OR BK 20214 Page 2466, Number Pages: 2 Recorded 04/08/2022 11:50 AM, JODY PHILLIPS CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$18.50

NOTICE OF RENEWAL OF EASEMENT AGREEMENT

THIS NOTICE OF RENEWAL OF EASEMENT AGREEMENT ("Notice") is made and as of this the day of February, 2022, by CITY OF JACKSONVILLE, a consolidated municipal and county political subdivision, duly organized and existing under the laws of the State of Florida, whose address is c/o Office of General Counsel, 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202.

WITNESSETH:

WHEREAS, on March 26, 1984 the City of Jacksonville, as Grantee, entered into that certain Grant of Easement and Limited Power of Attorney with Jacksonville Hotel Associates, Ltd., a California limited partnership, as Grantor (the "Easement"), for the purposes of obtaining riparian easement rights required for the construction and maintenance of the City's Southbank Riverwalk, a 1.25 mile paved promenade along the St. Johns River.

WHEREAS, the Easement was recorded at Book 5821, Page 710 of the Duval County Public Records and is binding on the successors and assigns of the Grantor and Grantee. MHI Jacksonville LLC, a Delaware limited liability company ("MHI"), is the successor in interest to the original grantor.

WHEREAS, the Easement is for an initial term of forty (40) years, expiring on March 25, 2024, and may be renewed for an additional period of forty (40) years upon at least one hundred eighty days' advance written notice and payment of the sum of Ten Dollars to Grantor prior to the end of the initial term.

WHEREAS, Grantor has timely provided such advance written notice to MHI and paid the required consideration of Ten Dollars, thereby exercising its right to renew the Easement for an additional period of forty (40) years.

NOW, THEREFORE, the City hereby provides notice that it has renewed the term of the Easement, and that the Easement shall remain in full force and effect until March 25, 2064, which date represents the expiration date of the additional term.

GRANTEE:

CITY OF JACKSONVILLE, a Florida Signed, sealed and delivered in our municipal corporation **Brian Hughes** presence as witnesses: Chief Administrative Officer or Mayor Lenny Curry Under Authority of Lenny Curry Mayor Executive Order No. 2019-02 Print Name Attest: Print Name: ames R. McCam, Corporation Sacretary Form Approved: STATE OF FLORIDA COUNTY OF DUVAL The foregoing instrument was a knowledged before me by means of physical presence or online notarization, this day of bran Hughes, 2022 by Brian Hughes, for and on behalf of Mayor Lenny Curry, as aforegoid, and James R. McCain Jr., the Corporation Secretary of the City of Jacksonville, a Florida Municipal Corporation, on behalf of the corporation, who are personally known to me. Notary Public, State and County Aforesaid Print Name: Alice W Newman [SEAL] Commission No.

My Commission Expires:

GC-#1462852-v1-Notice_of_Easement_Renewal_MHI_Jacksonville.DOCX

COMMISSION FGG 187618 EXPIRES: June 19, 2022

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA

DEED NO. 23152

THIS INDENTURE, made this 3rd day of August

A. D. 1962, by and between the TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, as the first parties, and THE
CITY OF JACKSONVILLE, a municipal corporation of the State of
Florida, as the second party.

WITNESSETH: Whereas, application having been made by the second party for conveyance of the land hereinafter described, for public purposes, being land held by the first parties, and said application having been approved by the Trustees of the Internal Improvement Fund at their meeting on July 17, 1962,

ment Fund of the State of Florida, in consideration of the sum of One Dollar, and other good and valuable considerations, to them paid by the second party, receipt of which is hereby acknowledged, have remised, released, granted and conveyed, and by these presents do hereby remise, release and convey, subject to the provisions hereinafter set forth, unto said second party, its successors and assigns, the following described land in DUVAL COUNTY, Florida, to-wit:

A parcel of submerged land in the St. Johns River abutting Southside Park in Section 44, Township 2 South, Range 26 East, Duval County, Florida, being bounded as follows:

On the North by the bulkhead line established by Ordinance No. EE-309 of the City of Jacksonville passed on July 11, 1961, and described as follows:

An extension and revision of a part of the bulkhead lines on the South side of the St. Johns River, Easterly of the St. Elmo Acosta Bridge and J.H.L. 27, as established by the City of Jacksonville, Florida, under Chapter 253, Florida Statutes, as recorded in Plat Book 30, page 57, of the Current Public Records of Duval County, Florida.

Commence at a brass monument set in concrete on the Northeasterly side of the St. Elmo Acosta Bridge, said brass monument having been placed by the United States Army, Corps of Engineers, and being designated as J.H.L. 27 - R. M. - 6; thence North 64° 27' 10" East, a distance of 56.43 feet to J.H.L. 27; thence continue North 64° 27' 10" East a distance of 337.06

feet to JAX 27 and the Point of Beginning; thence North 3° 04' 40" East, a distance of 56.96 feet to JAX 29; thence North 64° 27' 10" East, a distance of 369.66 feet to JAX 31; thence North 85° 29' 10" East a distance of 541.70 feet to JAX 33; thence South 88° 16' 58" East, a distance of 94.44 feet to JAX 35 and the terminus of this description; plat of which bulkhead line is recorded in Plat Book 31 at page 54 of the current public records of Duval County, Florida;

On the East by the west right of way line of South Main Street and the John T. Alsop Bridge;

On the South by the riparian uplands owned by the City of Jacksonville and Durand Avenue;

On the West by a northerly prolongation of the west line of Durand Avenue to the aforesaid established bulkhead line at JAX 29.

This instrument is granted subject to the following provisions, viz:

- 1. That said premises shall be used for public purposes only,
- 2. This conveyance is made subject to the restrictive covenant that the City of Jacksonville, by its acceptance of the grant contained herein, agrees and obligates itself not to sell or convey the land described herein without prior formal approval by the Trustees of the Internal Improvement Fund of the State of Florida of such sale, lease or conveyance and, in the event such sale, lease or conveyance is consummated in accordance with this provision, then and upon the happening of such event, the City of Jacksonville agrees and is hereby obligated to use the proceeds derived from any such sale, lease or conveyance only for a municipal or other public purpose formally approved by the said Trustees.
- 3. The Trustees of the Internal Improvement Fund hereby reserve unto themselves and their successors title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land.

TO HAVE AND TO HOLD said premises and the appurtenances thereof, subject to the above mentioned provisions and limitations, unto said second party, its successors and assigns, forever.

This deed replaces and supersedes Dedication #22933, dated November 21, 1961 issued by the Trustees of the Internal Improvement Fund to the City of Jacksonville.

IN TESTIMONY WHEREOF, the said Trustees of the Internal Improvement Fund have hereunto subscribed their names and affixed their seal, and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallaharsee, on this the date first above written.

(SEAL) Governo (SEAL) Comptrol) 5 , RE 0 = teasurer in (SEAL) Attorney General Agriculture to Courses Commissioner of Agriculture As and Composing the Trustees of the Internal Improvement Fund of 13.5. the State of Florida.

Attachment B
Page 44 of 44 Pages
Sovereignty Submerged Lands Lease No. 160739059

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