

This Instrument Prepared By:  
Lisa-Marie Kessler  
Action No. 41771  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

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

---

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE

BOT FILE NO. 160356582  
PA NO. 16-0381367-002 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 City of Jacksonville, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in  
Section 56, Township 02 South, Range 26 East, in St Johns River,  
Duval County, Florida, containing 7,266 square feet, more or less,  
as is more particularly described and shown on Attachment A, dated November 1, 2019.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from February 13, 2020, the effective date of this lease. 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 4-slip public docking facility to be used exclusively for mooring of recreational vessels and water taxi in conjunction with an upland no fee 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. 16-0381367-002 EI, dated January 17, 2020, 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.

[02]

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

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

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

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

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

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

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

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

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

City of Jacksonville, Florida  
City Hall at Saint James, Suite 400  
117 West Duval Street  
Jacksonville, FL 32202

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. SPECIAL LEASE CONDITIONS:

A. The Lessee shall prohibit mooring, on either a temporary or permanent basis, along the north side of the main floating dock as depicted on sheet 3 of 3. 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. Mooring at this docking facility is temporary and transient in nature and mooring between the hours of 1:00 a.m. and 6:00 a.m. is prohibited. This docking facility shall be made available to the general public on a first come, first served basis each day when this docking facility opens.

C. Vessels moored along the south portion of the docking facility, on either a temporary or permanent basis, shall not exceed 38 feet in length. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms. These vessels shall be moored perpendicular to the main access pier.

D. 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).

*[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

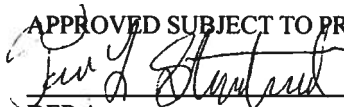
\_\_\_\_\_  
Print/Type Name of Witness

"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:

  
\_\_\_\_\_  
DEP Attorney Date

3/24/2020

\_\_\_\_\_  
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 \_\_\_\_\_

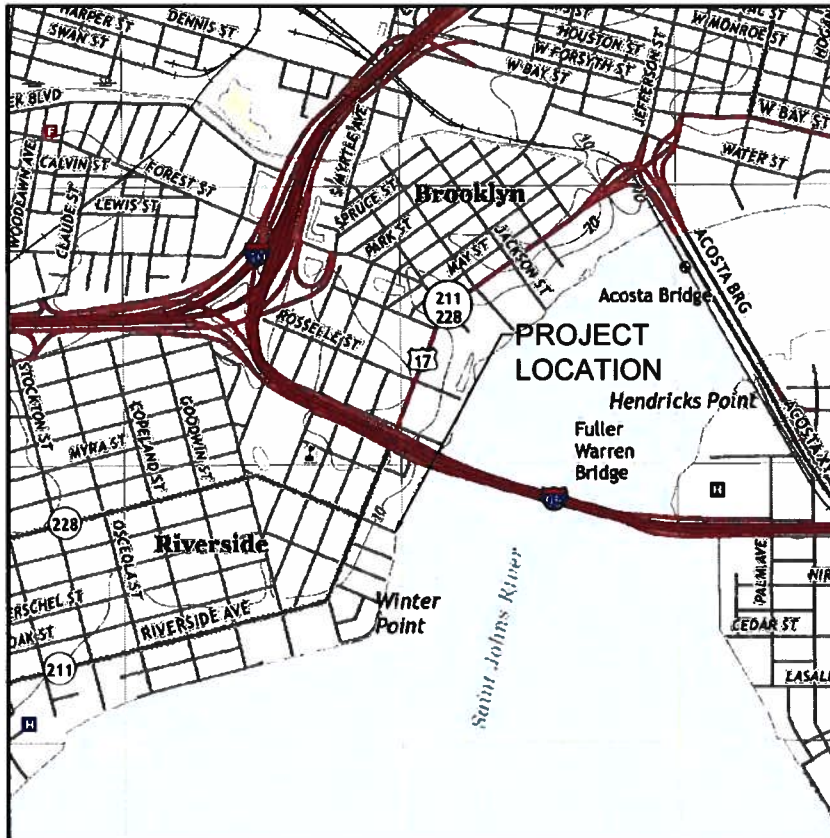
Commission/Serial No. \_\_\_\_\_

Printed, Typed or Stamped Name

# SPECIFIC PURPOSE SURVEY OF:

A PARCEL OF SUBMERGED SOVEREIGN LANDS OF THE STATE OF FLORIDA  
LYING IN THE ST. JOHNS RIVER AND LYING EASTERLY AND ADJACENT TO THE PUBLIC  
RIGHT-OF-WAY OF POST STREET, FRANCIS J. ROSS GRANT SECTION 56, TOWNSHIP 2 SOUTH,  
RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

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



VICINITY MAP – NOT TO SCALE  
USGS QUAD – JACKSONVILLE, FL. 2018

**LEGEND**

N.A.V.D. = NORTH AMERICAN VERTICAL DATUM  
USGS = UNITED STATES GEOLOGICAL SURVEY

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODES.

No. 4827

*Bob L. Pittman*

**BOB L. PITTMAN, P.A.S.M.** OF 11/01/19  
Florida Registration Certificate No. 4827  
NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER.

**GENERAL NOTES**

1. THE PURPOSE OF THIS SURVEY IS TO SHOW THE LOCATION OF A PROPOSED DEPARTMENT OF ENVIRONMENTAL PROTECTION SOVEREIGN SUBMERGED LAND LEASE.
2. THIS MAP REPRESENTS A FIELD SURVEY.
3. THE BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON GRID AS DETERMINED BY THE RECORD STATE PLANE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83) TRANSVERSE MERCATOR.
4. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND ARE BASED ON U.S. SURVEY FOOT.
5. THERE IS 14.00' OF SHORELINE WITHIN THE LEASE AREA.
6. THE MEAN HIGHWATER LINE IS LOCATED AS INSTRUCTED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF SURVEYING AND MAPPING APPROVAL FORM DATED: 10/10/2019, AT ELEVATION 0.57 NAVD 1988

SHEET 1 OF 3

**ARC SURVEYING & MAPPING, INC.**



5202 SAN JUAN AVENUE,  
JACKSONVILLE, FLORIDA 32210  
PHONE: 904/384-8377  
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FIELD BOOK & PAGE	JOB NO.
JDY	10/10/19	N/A	18-02-09



**SPECIFIC PURPOSE SURVEY OF:**

**A PARCEL OF SUBMERGED SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING IN THE ST. JOHNS RIVER AND LYING EASTERLY AND ADJACENT TO THE PUBLIC RIGHT-OF-WAY OF POST STREET, FRANCIS J. ROSS GRANT SECTION 56, TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.**

**SUBMERGED SOVEREIGN LANDS LEASE DESCRIPTION - ST. JOHNS RIVER**

A PARCEL OF SUBMERGED SOVEREIGN LANDS OF THE STATE OF FLORIDA LYING IN THE ST. JOHNS RIVER AND LYING EASTERLY AND ADJACENT TO THE PUBLIC RIGHT-OF-WAY OF POST STREET, FRANCIS J. ROSS GRANT SECTION 56, TOWNSHIP 2 SOUTH, RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT REFERENCE, COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF RIVERSIDE AVENUE (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF POST STREET (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID INTERSECTION BEING SHOWN AND RECORDED ON THE PLAT OF HEDRICK'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 114 OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE SOUTH 67°28'12" EAST ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF POST STREET, A DISTANCE OF 428.55 FEET TO THE WATERWARD FACE OF A VARIABLE WIDTH CONCRETE HEADWALL; THENCE SOUTH 67°28'12" EAST ALONG AN EASTERLY PROLONGATION OF THE SAID NORTHERLY RIGHT-OF-WAY LINE AND RIPARIAN LINE, A DISTANCE OF 69.09 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 67°28'12" EAST, A DISTANCE OF 116.68 FEET; THENCE SOUTH 22°31'48" WEST, A DISTANCE OF 54.00 FEET; THENCE NORTH 67°28'12" WEST, A DISTANCE OF 116.68 FEET; THENCE NORTH 22°31'48" EAST, A DISTANCE OF 38.00 FEET; THENCE NORTH 67°28'12" WEST, A DISTANCE OF 68.85 FEET TO THE AFOREMENTIONED WATERWARD FACE OF CONCRETE HEADWALL MEAN HIGH WATER LINE; THENCE NORTH 21°37'48" EAST ALONG SAID FACE AND MEAN HIGH WATER LINE, A DISTANCE OF 14.00 FEET; THENCE SOUTH 67°28'12" EAST, A DISTANCE OF 69.07 FEET; THENCE NORTH 22°31'48" EAST, A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 7,266 sq. ft. ±

**APPROVED**  
DESCRIPTION AGREES  
WITH MAP  
CITY ENGINEERS OFFICE  
TOPO/SURVEY BRANCH  
By *JLW* Date *11-11-20*

**APPROVED**  
By Jorge G. Alonso at 3:52 pm, Feb 04, 2020

SHEET 2 OF 3

**ARC SURVEYING & MAPPING, INC.**



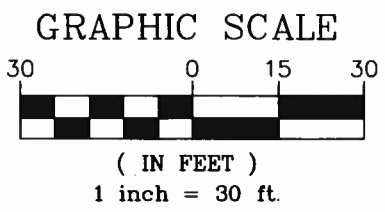
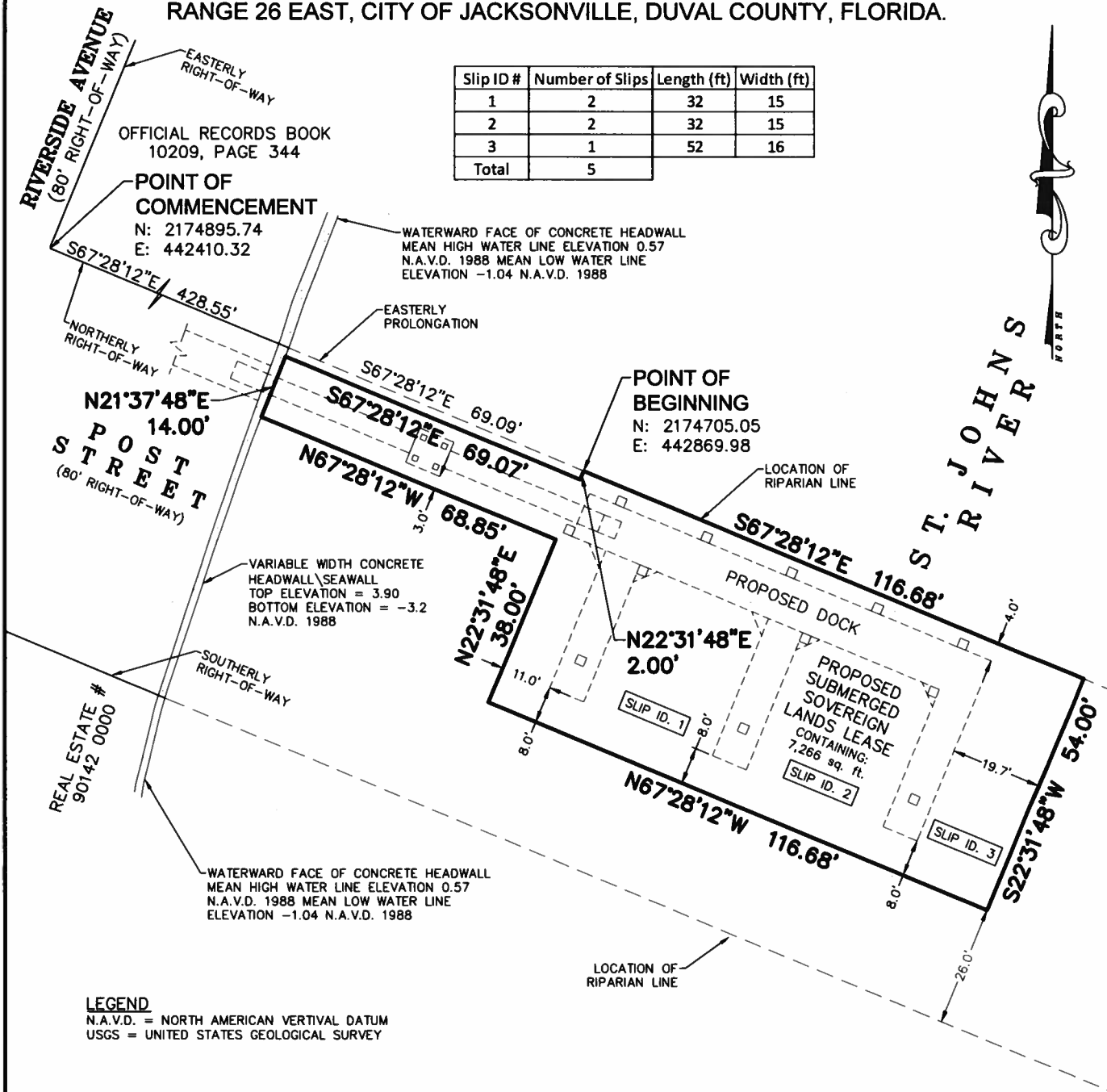
5202 SAN JUAN AVENUE,  
JACKSONVILLE, FLORIDA 32210  
PHONE: 904/384-8377  
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FIELD BOOK & PAGE	JOB NO.
JDY	10/10/19	N/A	18-02-09

# SPECIFIC PURPOSE SURVEY OF:

A PARCEL OF SUBMERGED SOVEREIGN LANDS OF THE STATE OF FLORIDA  
 LYING IN THE ST. JOHNS RIVER AND LYING EASTERLY AND ADJACENT TO THE PUBLIC  
 RIGHT-OF-WAY OF POST STREET, FRANCIS J. ROSS GRANT SECTION 56, TOWNSHIP 2 SOUTH,  
 RANGE 26 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

Slip ID #	Number of Slips	Length (ft)	Width (ft)
1	2	32	15
2	2	32	15
3	1	52	16
<b>Total</b>	<b>5</b>		



SHEET 3 OF 3

**ARC SURVEYING & MAPPING, INC.**

5202 SAN JUAN AVENUE,  
 JACKSONVILLE, FLORIDA 32210  
 PHONE: 904/384-8377  
 LICENSED BUSINESS NO. 6487

<b>DRAWN BY:</b>	<b>DATE:</b>	<b>FIELD BOOK &amp; PAGE</b>	<b>JOB NO.</b>
JDY	10/10/19	N/A	18-02-09

**ATTACHMENT E-8**

**ATTORNEYS CERTIFICATION OF TITLE 2017**  
**(See Rule 66B-2.006(4) & 2.008(2) FAC)**

OFFICE OF GENERAL COUNSEL  
CITY OF JACKSONVILLE  
117 West Duval St., Suite 480  
Jacksonville, Florida 32202

May 18, 2017


TO WHOM IT MAY CONCERN:

I, Sandra Stockwell, am an Attorney for the City of Jacksonville, Florida. I hereby state that I have examined the plat of Riverside dated February 5, 1931, recorded in Plat Book 1, page 109, of the former Public Records of Duval County, Florida. The plat depicts Post Street, a right-of-way terminating at the mean high water line or bulkhead line of the St. Johns River, which is sovereignty submerged land belonging to the State of Florida by right of sovereignty. Post Street was dedicated to the public by common-law dedication, *City of Miami Beach v. Miami Beach Improvement Co.*, 14 So.2d 172 (Fla. 1943); *Robinson v. Town of Riviera*, 25 So.2d 277 (Fla. 1946), and has been continually maintained by the City of Jacksonville. As a result of the foregoing the apparent riparian easement owner of Post Street at its intersection with the St. Johns River, is the City of Jacksonville.

My examination has been limited to the plat and the common law addressing dedications to the public of rights-of-way depicted on plats, and I have made no other examination.

This easement property addressed herein is referred to as the Post Street Dock.

Very truly yours,



**Sandra Stockwell**  
Assistant General Counsel