

This Instrument Prepared By:

Amy Horton

Bureau of Public Land Administration

3900 Commonwealth Boulevard

Mail Station No. 125

Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL
AND MODIFICATION TO REDUCE THE SQUARE FOOTAGE, REFLECT CURRENT SURVEY,
AND DELETE SPECIAL LEASE CONDITION

BOT FILE NO. 160038682

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 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 follows:

A parcel of sovereignty submerged land in Sections 25 and 26,
Township 01 South, Range 28 East, in Sisters Creek,
Duval County, containing 53,888 square feet, more or
less, as is more particularly described and shown on
Attachment A, dated June 4, 2015.

TO HAVE THE USE OF the hereinabove described premises from September 28, 2015, the effective date of this modified lease renewal, through March 22, 2025, the expiration date of this modified lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 7-slip docking facility with a boat ramp to be used exclusively for temporary mooring of recreational vessels in conjunction with an upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 16-85505-009-EI, dated September 11, 2014, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[02/29A]

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 State of Florida Department of Environmental Protection Environmental Resource Permit. 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: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, 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) 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 term of this lease and any renewals 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 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. INDEMNIFICATION/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
Department of Parks and Recreation
214 North Hogan Street
Jacksonville, Florida 32202

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

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 10 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 18 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 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 agreement.

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

28. SPECIAL LEASE CONDITON(S):

A. During the term of this lease and all subsequent renewal terms, Lessee shall maintain permanent manatee educational signs that provide information on the mannerisms of manatees and the potential threat to this endangered species from boat operation 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 850/922-43330).

B. Lessee shall maintain the lease facility on an open to the public on a first come, first served basis and shall not levy any fees for mooring of vessels. If the Lessee levies fees for mooring of any vessels at the leased facility, the Lessee shall incur full assessment of the lease fees from the date of commencement of the levying of mooring fees forward.

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: _____

Cheryl C. McCall, 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 this _____ day of _____, 20____, by Cheryl C. McCall, 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. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Sam H. Hines 11/18/15
DEP Attorney Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

City of Jacksonville, Florida (SEAL)

Original Signature

BY:

Original Signature of Executing Authority

Typed/Printed Name of Witness

Lenny Curry

Typed/Printed Name of Executing Authority

Original Signature

Mayor

Title of Executing Authority

Typed/Printed Name of Witness

“LESSEE”

STATE OF _____

COUNTY OF _____

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

My Commission Expires:

Signature of Notary Public

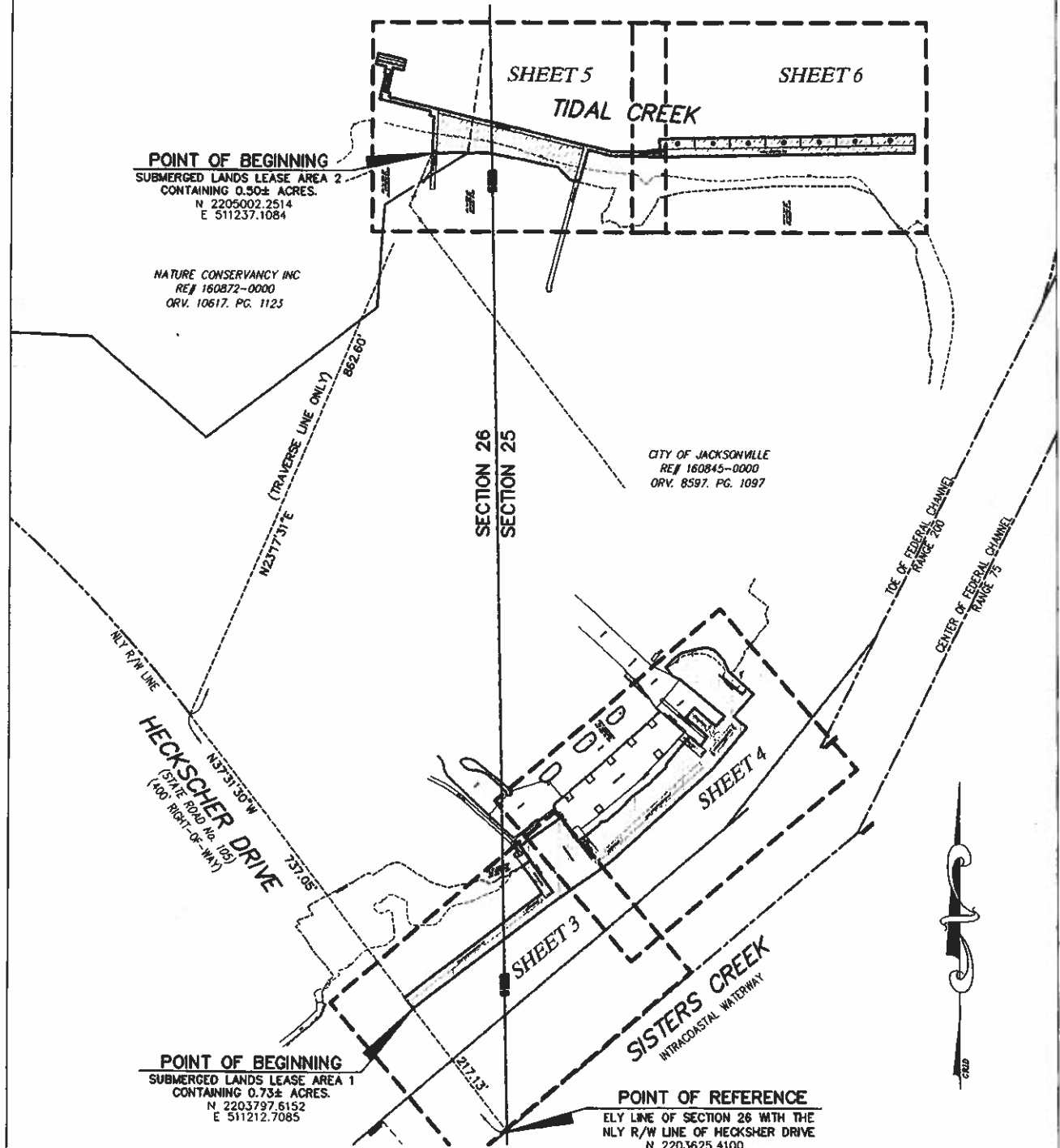
Notary Public, State of _____

Commission/Serial No. _____

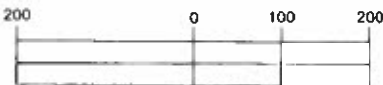
Printed, Typed or Stamped Name

MAP SHOWING A SKETCH AND DESCRIPTION OF:

(SUBMERGED LANDS - LEASE AREA)



GRAPHIC SCALE



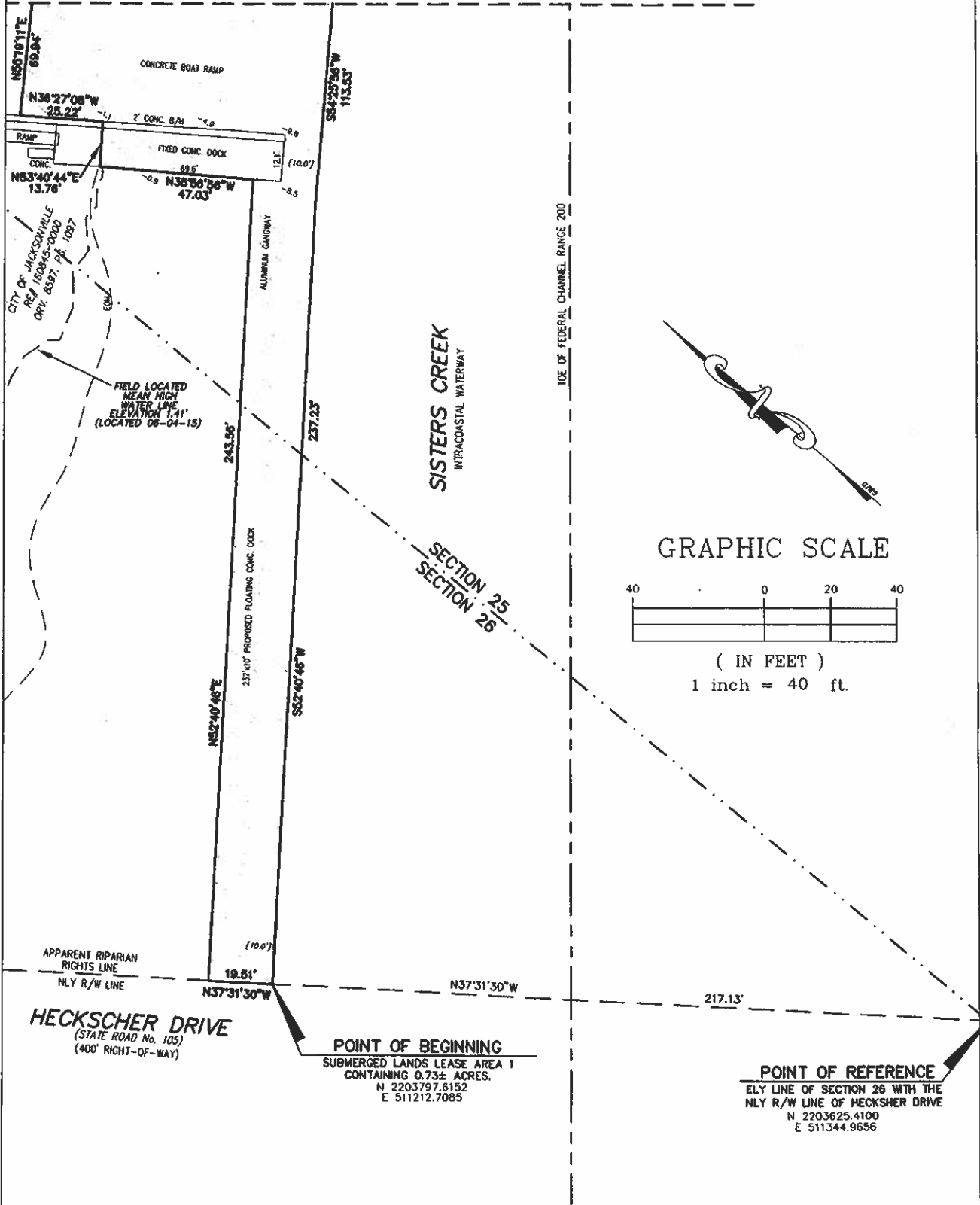
(IN FEET)
1 inch = 200 ft.

SHEET 2 of 7

1. REFER TO SHEET 1 FOR SURVEY NOTES AND LEGEND.
2. THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 1&3-7.

MAP SHOWING A SKETCH AND DESCRIPTION OF: (SUBMERGED LANDS — LEASE AREA 1)

MATCH LINE SEE SHEET 4

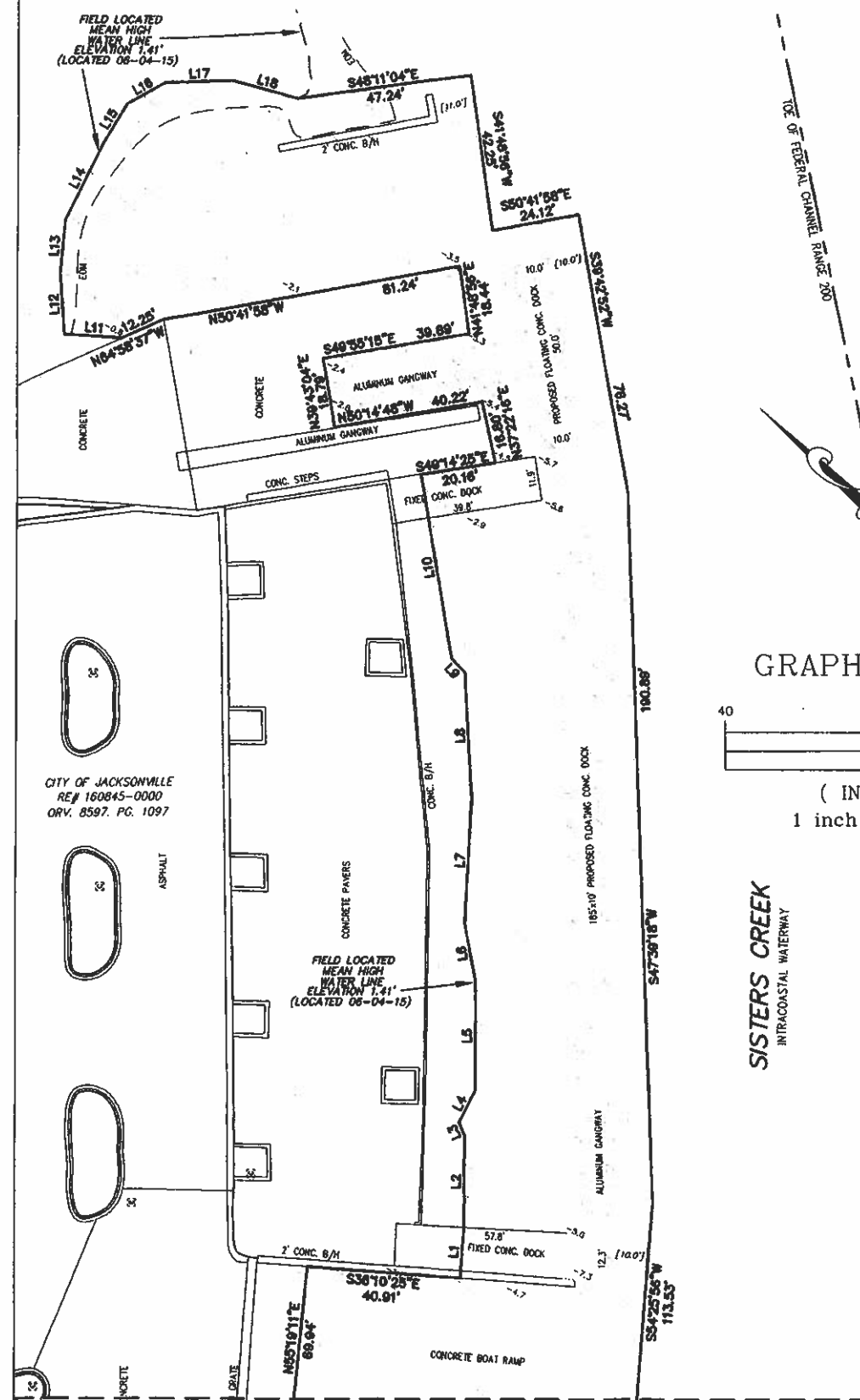


SHEET 3 of 7

1. REFER TO SHEET 1 FOR SURVEY NOTES AND LEGEND.
2. THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 1,2&4-7.

MAP SHOWING A SKETCH AND DESCRIPTION OF:

(SUBMERGED LANDS - LEASE AREA 1)



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N53°57'56\"E	13.62'
L2	N49°49'04\"E	24.57'
L3	N27°03'13\"E	3.74'
L4	N76°46'43\"E	9.54'
L5	N49°40'49\"E	29.53'
L6	N39°09'09\"E	15.80'
L7	N52°51'57\"E	33.61'
L8	N46°23'36\"E	33.93'
L9	N06°21'48\"E	5.27'
L10	N40°22'32\"E	50.21'
L11	N36°33'06\"W	15.52'
L12	N45°37'24\"E	16.62'
L13	N54°37'58\"E	14.37'
L14	N75°45'46\"E	23.37'
L15	N80°52'54\"E	12.08'
L16	S70°00'14\"E	11.87'
L17	S41°59'12\"E	18.20'
L18	S25°10'02\"E	18.25'

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

SHEET 4 of 7

MATCH LINE SEE SHEET 3

1. REFER TO SHEET 1 FOR SURVEY NOTES AND LEGEND.
2. THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 1-3&5-7.

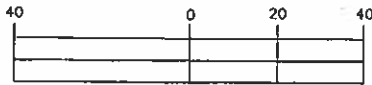
MAP SHOWING A SKETCH AND DESCRIPTION OF:

(SUBMERGED LANDS — LEASE AREA 2)

MATCH LINE SEE SHEET 6



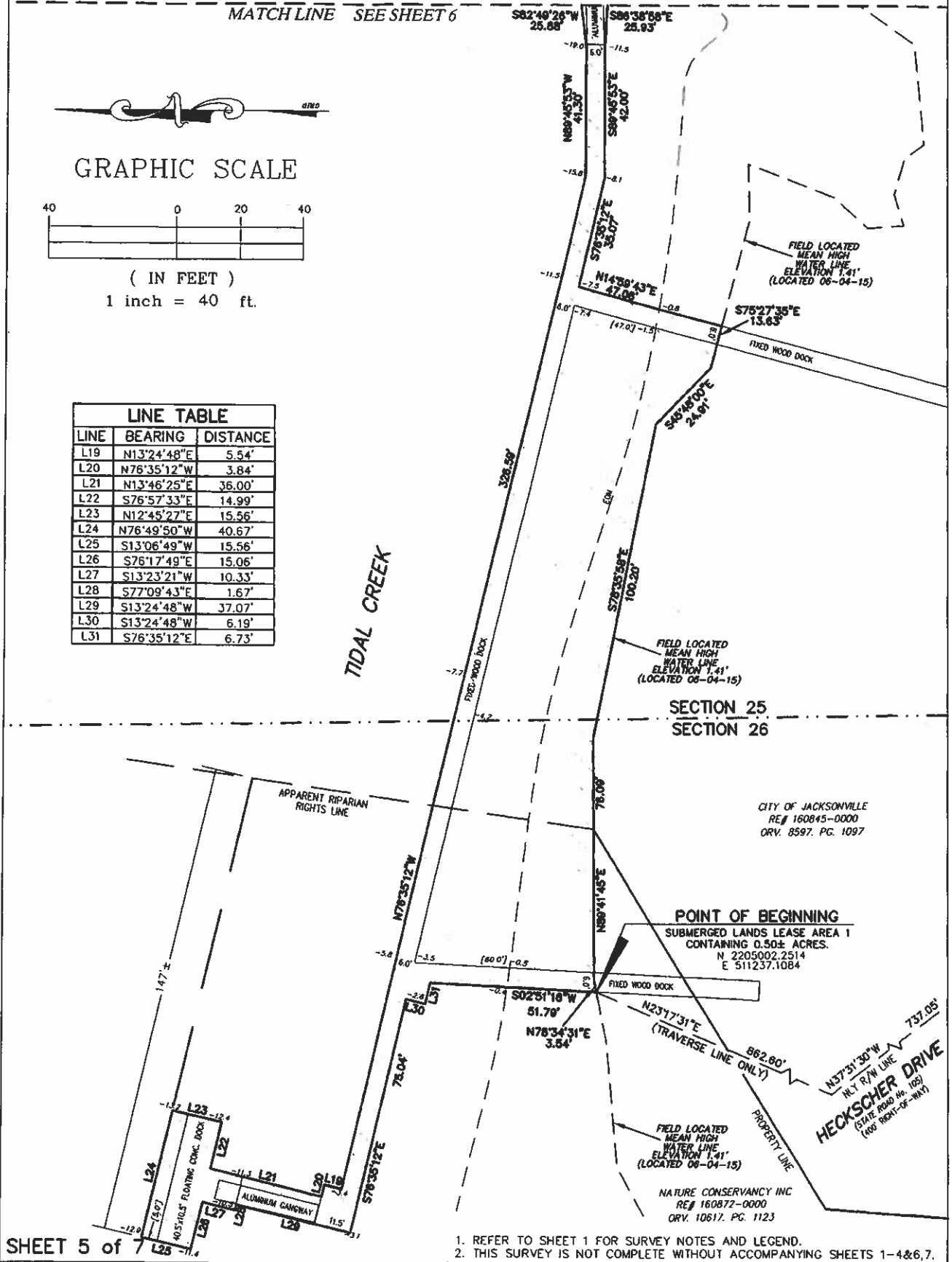
GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

LINE	BEARING	DISTANCE
L19	N13°24'48"E	5.54'
L20	N76°35'12"W	3.84'
L21	N13°46'25"E	36.00'
L22	S76°57'33"E	14.99'
L23	N12°45'27"E	15.56'
L24	N76°49'50"W	40.67'
L25	S13°06'49"W	15.56'
L26	S76°17'49"E	15.06'
L27	S13°23'21"W	10.33'
L28	S77°09'43"E	1.67'
L29	S13°24'48"W	37.07'
L30	S13°24'48"W	6.19'
L31	S76°35'12"E	6.73'



SHEET 5 of 7

1. REFER TO SHEET 1 FOR SURVEY NOTES AND LEGEND.
2. THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 1-4&6,7.

MAP SHOWING A SKETCH AND DESCRIPTION OF:

(SUBMERGED LANDS — LEASE AREA 2)



GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

NOTE: EXISTING DOCKING SLIPS ARE TO BE 15'x50'

TIDAL CREEK

N01°00'34"W 28.75'

(15.0') 10.5'

361.00'

361.00'

S88°50'25"W

N88°50'25"E

15.00'
S01°00'34"E
S82°49'28"W
25.68'

10.5'
DRAINWAY

S88°38'58"E
25.93'

FIELD LOCATED
MEAN HIGH
WATER LINE
ELEVATION 7.91'
(LOCATED 06-04-15)

CITY OF JACKSONVILLE
RE# 160845-0000
ORV. 8597. PG. 1097

FIELD LOCATED
MEAN HIGH
WATER LINE
ELEVATION 7.91'
(LOCATED 06-04-15)

MATCH LINE SEE SHEET 5

SHEET 6 of 7

1. REFER TO SHEET 1 FOR SURVEY NOTES AND LEGEND.
2. THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 1-5&7.

MAP SHOWING A SKETCH AND DESCRIPTION OF:

SUBMERGED LANDS - LEASE AREA 1

A PORTION OF THE SUBMERGED LANDS OF THE STATE OF FLORIDA, TIDAL CREEK AND SISTERS CREEK (ALSO BEING A PART OF THE INTRACOASTAL WATERWAY), LYING IN SECTIONS 25 AND 26, TOWNSHIP 1 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE FLORIDA, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 26, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HECKSCHER DRIVE (STATE ROAD NO. 105) (A 400 FOOT WIDE RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 37°31'30" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 217.13 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, CONTINUE NORTH 37°31'30" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 19.51 FEET; THENCE DEPARTING THE SAID NORTHERLY RIGHT-OF-WAY LINE, AND INTO THE WATERS OF SISTERS CREEK NORTH 52°40'46" EAST, 243.56 FEET TO THE FACE OF A CONCRETE DOCK; THENCE NORTH 35°56'56" WEST, ALONG SAID CONCRETE DOCK FACE, 47.03 FEET; THENCE NORTH 53°40'44" EAST, 13.76 FEET TO THE FACE OF A CONCRETE BULKHEAD AND THE MEAN HIGH WATER LINE (MEAN HIGH WATER LINE HAVING AN ELEVATION OF 1.41 FEET NAVD88 DATUM AS DESCRIBED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, FOR INTERPOLATION POINT NO. 6015); THENCE NORTH 36°27'08" WEST, ALONG SAID CONCRETE BULKHEAD FACE AND MEAN HIGH WATERLINE 25.22 FEET; THENCE NORTH 55°19'11" EAST, 69.94' TO THE FACE OF A CONCRETE BULKHEAD AND MEAN HIGH WATERLINE; THENCE SOUTH 36°10'25" EAST, ALONG SAID CONCRETE BULKHEAD FACE AND MEAN HIGH WATERLINE, 40.91 FEET TO A POINT LYING ON SAID MEAN HIGH WATER LINE; THENCE NORTHEASTERLY, ALONG SAID MEAN HIGH WATER LINE, RUN THE FOLLOWING TEN (10) COURSES AND DISTANCES: COURSE NO. 1: NORTH 53°57'56" EAST, 13.62 FEET; COURSE NO. 2: NORTH 49°49'04" EAST, 24.57 FEET; COURSE NO. 3: NORTH 27°03'13" EAST, 3.74 FEET; COURSE NO. 4: NORTH 76°46'43" EAST, 9.54 FEET; COURSE NO. 5: NORTH 49°40'49" EAST, 29.53 FEET; COURSE NO. 6: NORTH 39°09'09" EAST, 15.80 FEET; COURSE NO. 7: NORTH 52°51'57" EAST, 33.61 FEET; COURSE NO. 8: NORTH 46°23'36" EAST, 33.93 FEET; COURSE NO. 9: NORTH 06°21'48" EAST, 5.27 FEET; COURSE NO. 10: NORTH 40°22'32" EAST, 50.21 FEET TO THE FACE OF A FIXED CONCRETE DOCK AND MEAN HIGH WATER LINE. THENCE SOUTHEASTERLY, NORTHEASTERLY, AND NORTHWESTERLY, ALONG SAID CONCRETE DOCK FACE AND MEAN HIGH WATERLINE, RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 49°14'25" EAST, 20.16 FEET; COURSE NO. 2: NORTH 37°22'16" EAST, 16.80 FEET; COURSE NO. 3: NORTH 50°14'48" WEST, 40.22 FEET; COURSE NO. 4: NORTH 39°43'04" EAST, 18.79 FEET; COURSE NO. 5: SOUTH 49°55'15" EAST, 39.89 FEET; COURSE NO. 6: NORTH 41°48'56" EAST, 18.44 FEET; COURSE NO. 7: NORTH 50°41'58" WEST, 81.24 FEET; COURSE NO. 8: NORTH 64°58'37" WEST, 12.25 FEET TO A POINT LYING ON SAID MEAN HIGH WATER LINE; THENCE NORTHWESTERLY, NORTHEASTERLY, AND SOUTHEASTERLY, ALONG SAID MEAN HIGH WATER LINE, RUN THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: COURSE NO. 1: NORTH 36°33'06" WEST, 15.52 FEET; COURSE NO. 2: NORTH 45°37'24" EAST, 16.62 FEET; COURSE NO. 3: NORTH 54°37'58" EAST, 14.37 FEET; COURSE NO. 4: NORTH 75°45'46" EAST, 23.37 FEET; COURSE NO. 5: NORTH 80°52'54" EAST, 12.08 FEET; COURSE NO. 6: SOUTH 70°00'14" EAST, 11.87 FEET; COURSE NO. 7: SOUTH 41°59'12" EAST, 18.20 FEET; COURSE NO. 8: SOUTH 25°10'02" EAST, 18.25 FEET DEPARTING SAID MEAN HIGH WATER LINE AND INTO THE WATERS OF SISTER CREEK; THENCE SOUTHWESTERLY AND SOUTHEASTERLY, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 48°11'04" EAST, 47.24 FEET; COURSE NO. 2: SOUTH 41°48'56" WEST, 42.25 FEET; COURSE NO. 3: SOUTH 50°41'58" EAST, 24.12 FEET; COURSE NO. 4: SOUTH 39°42'52" WEST, 76.27 FEET; COURSE NO. 5: SOUTH 47°39'18" WEST, 190.89 FEET; COURSE NO. 6: SOUTH 54°25'56" WEST, 113.53 FEET; COURSE NO. 7: SOUTH 52°40'46" WEST, 237.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.73 ACRES (31,957 SQUARE FEET), MORE OR LESS.

SUBMERGED LANDS - LEASE AREA 2

A PORTION OF THE SUBMERGED LANDS OF THE STATE OF FLORIDA, TIDAL CREEK AND SISTERS CREEK (ALSO BEING A PART OF THE INTRACOASTAL WATERWAY), LYING IN SECTIONS 25 AND 26, TOWNSHIP 1 SOUTH, RANGE 28 EAST, CITY OF JACKSONVILLE FLORIDA, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 26, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HECKSCHER DRIVE (STATE ROAD NO. 105) (A 400 FOOT WIDE RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE NORTH 37°31'30" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 737.05 FEET, THENCE NORTH 23°17'31" EAST, 862.60 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE (MEAN HIGH WATER LINE HAVING AN ELEVATION OF 1.41 FEET NAVD88 DATUM AS DESCRIBED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, FOR INTERPOLATION POINT NO. 6015), AND THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, THENCE NORTHEASTERLY AND SOUTHEASTERLY, ALONG SAID MEAN HIGH WATER LINE, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 78°34'31" EAST, 3.54 FEET; COURSE NO. 2: NORTH 89°41'45" EAST, 76.09 FEET; COURSE NO. 3: SOUTH 78°35'58" EAST, 100.20 FEET; COURSE NO. 4: SOUTH 45°48'00" EAST, 24.91 FEET; COURSE NO. 5: SOUTH 75°27'35" EAST, 13.63 FEET DEPARTING SAID MEAN HIGH WATER LINE TO THE FACE OF A FIXED WOOD DOCK; THENCE NORTHEASTERLY AND SOUTHEASTERLY, ALONG SAID FIXED WOOD DOCK FACE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTH 14°59'43" EAST, 47.08 FEET; COURSE NO. 2: SOUTH 76°35'12" EAST, 35.07 FEET; COURSE NO. 3: SOUTH 89°45'53" EAST, 42.00 FEET DEPARTING SAID FIXED WOOD DOCK FACE AND INTO THE WATERS OF TIDAL CREEK; THENCE SOUTHEASTERLY, NORTHEASTERLY, NORTHWESTERLY, AND SOUTHEASTERLY, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 86°38'58" EAST, 25.93; COURSE NO. 2: NORTH 88°59'26" EAST, 361.00 FEET; COURSE NO. 3: NORTH 01°00'34" WEST, 25.75 FEET; COURSE NO. 4: SOUTH 88°59'26" WEST, 361.00 FEET; COURSE NO. 5: SOUTH 01°00'34" EAST, 15.00 FEET; COURSE NO. 6: SOUTH 82°49'26" WEST, 25.88 FEET TO THE FACE OF A FIXED WOOD DOCK; THENCE NORTHWESTERLY AND NORTHEASTERLY, ALONG SAID FIXED WOOD DOCK FACE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: NORTH 89°45'53" WEST, 41.30; COURSE NO. 2: NORTH 76°35'12" WEST, 326.59 FEET; COURSE NO. 3: NORTH 13°24'48" EAST, 5.54 FEET; COURSE NO. 4: NORTH 76°35'12" WEST, 3.84 FEET DEPARTING SAID FIXED WOOD DOCK FACE AND INTO THE WATERS OF TIDAL CREEK; THENCE NORTHEASTERLY, SOUTHEASTERLY, NORTHWESTERLY, AND SOUTHWESTERLY, RUN THE FOLLOWING NINE (9) COURSES AND DISTANCES: COURSE NO. 1: NORTH 13°46'25" EAST, 36.00 FEET; COURSE NO. 2: SOUTH 76°57'33" EAST, 14.99 FEET; COURSE NO. 3: NORTH 12°45'27" EAST, 15.56 FEET; COURSE NO. 4: NORTH 76°49'50" WEST, 40.67 FEET; COURSE NO. 5: SOUTH 13°06'49" WEST, 15.56 FEET; COURSE NO. 6: SOUTH 76°17'49" EAST, 15.09 FEET; COURSE NO. 7: SOUTH 13°23'21" WEST, 10.33 FEET; COURSE NO. 8: SOUTH 77°09'43" EAST, 1.67 FEET; COURSE NO. 9: SOUTH 13°24'48" WEST, 37.07 FEET TO THE FACE OF A FIXED WOOD DOCK; THENCE SOUTHEASTERLY AND SOUTHWESTERLY, ALONG SAID FIXED WOOD DOCK FACE, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 76°35'12" EAST, 75.04 FEET; COURSE NO. 2: SOUTH 13°24'48" EAST, 6.19 FEET; COURSE NO. 3: SOUTH 76°35'12" EAST, 6.73 FEET; COURSE NO. 4: SOUTH 02°51'16" WEST, 51.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.50 ACRES (21,931 SQUARE FEET), MORE OR LESS.

SHEET 7 of 7

1. REFER TO SHEET 1 FOR SURVEY NOTES AND LEGEND.
2. THIS SURVEY IS NOT COMPLETE WITHOUT ACCOMPANYING SHEETS 1-6.

Bk: 8597
Pg: 1097 - 1099
Doc# 97083001
Filed & Recorded
04/21/97
02:16:16 P.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 15.00
DEED \$8,820.00

Prepared by and Return to:
Suzanne S. Howard
Assistant Counsel
1300 City Hall
Jacksonville, Florida 32202

WARRANTY DEED

THIS INDENTURE is made this 18th day of April, 1997, by JAN M. POZIN, DAWNA POZIN BERLIN, and FREDERICK POZIN, as Trustees of the Fadjem Investment Trust, and JAN M. POZIN, individually, ("Grantor") to the CITY OF JACKSONVILLE, a municipal corporation, whose address is 220 East Bay Street, Jacksonville, Florida 32202 ("Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, its successors and assigns forever, all that certain land situate, lying and being in Duval County, Florida, to-wit:

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

R.E. #160845-0000

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

TO HAVE AND HOLD the same in fee simple forever.

SUBJECT TO easements of record, if any, riparian rights, and any portion of the property lying below the normal high water mark of any body of water.

Grantor does hereby warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

Signed and sealed in our Presence:

JoAnn Thomas
JoAnn Thomas
(print name)

Suzanne S. Howard
Suzanne S. Howard
(print name)

JAN M. POZIN, as Trustee of the Fadjem Investment Trust
Tax Payer ID No.: 59-6167969
Address: 11520 Sedgemore Dr. N.
Jax, Fl. 32217-0000

Linda Jopis
Linda Jopis
(print name)

Katherine A. Burns
Katherine A. Burns
(print name)

DAWNA POZIN BERLIN, as Trustee of the Fadjem Investment Trust
Tax Payer ID No.: 59-6167969
Address: 1666 Village Way
Orange Park, FL 32073

31

JoAnn Thomas
JOANN THOMAS
(print name)

Suzanne S. Howard
Suzanne S. Howard
(print name)

FREDERICK POZIN, as Trustee of the
Fadjem Investment Trust
Tay Payer ID No.: [REDACTED]
Address: 13778 Castles Moore Lane
Jax., Fla. 32223

JoAnn Thomas
JOANN THOMAS
(print name)

Suzanne S. Howard
Suzanne S. Howard
(print name)

JAN M. POZIN,
Social Security No.: [REDACTED]
Address: 11520 Seagrove Dr. N.
Jax., Fla. 32217-0000

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of April, 1997,
by Jan M. Pozin, individually and as Trustee of the Fadjem Investment Trust. Such person did
not take an oath and: (notary must check applicable box)

- is personally known to me; or
- produced a current Florida Driver's License driver's license as identification; or
- produced _____ as identification

JoAnn Thomas (x)
JOANN THOMAS
[Print or type name]

NOTARY PUBLIC
My Commission Expires:  JoAnn Thomas
MY COMMISSION # CC63678 EXPIRES
March 22, 2000
BONDED THROUGH TRUST FARM INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF ~~DUVAL~~ Clay

The foregoing instrument was acknowledged before me this 18th day of April, 1997,
by Dawna Pozin Berlin as Trustee of the Fadjem Investment Trust. Such person did not take an
oath and: (notary must check applicable box)

- is personally known to me; or
- produced a current Florida driver's license as identification; or
- produced _____ as identification

Kathleen A. Burns (x)
KATHLEEN A. BURNS
[Print or type name]

NOTARY PUBLIC
My Commission Expires:  Kathleen A. Burns
MY COMMISSION # CC68078 EXPIRES
June 11, 2000
BONDED THROUGH TRUST FARM INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th day of April, 1997,
by Frederick Pozin as Trustee of the Fadjem Investment Trust. Such person did not take an oath
and: (notary must check applicable box)

- is personally known to me; or
- produced a current Arch Drivers License driver's license as identification; or
- produced _____ as identification

JoAnn Thomas (x)
JOANN THOMAS
[Print or type name]


NOTARY PUBLIC
My Commission Expires:  JoAnn Thomas
MY COMMISSION # CC63678 EXPIRES
March 22, 2000
BONDED THROUGH TRUST FARM INSURANCE, INC.

EXHIBIT A

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PART OF SECTIONS 25 AND 26, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 25, THE SAME BEING THE EAST LINE OF SAID SECTION 26, WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE AND/OR STATE ROAD NO. 105 (A 400-FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 37°31'30" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE, 259.50 FEET TO THE NORTHWESTERLY RIGHT OF WAY EASEMENT LINE OF THE INTRA-COASTAL WATERWAY AND/OR SISTERS CREEK, AS DESCRIBED IN THE DEED RECORDED IN DEED BOOK 973, PAGE 403, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 37°31'30" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE, 484.31 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2109.86 FEET; THENCE NORTH 48°32'09" WEST, AND CONTINUING ALONG THE CURVED NORTHEASTERLY RIGHT OF WAY LINE OF SAID HECKSCHER DRIVE, 660.90 FEET (CHORD BEARING AND DISTANCE); THENCE NORTH 46°53'20" EAST, 79.39 FEET; THENCE NORTH 73°07'14" EAST, 110.29 FEET; THENCE SOUTH 87°17'13" EAST, 175.00 FEET; THENCE SOUTH 48°55'04" EAST, 214.30 FEET; THENCE NORTH 52°40'52" EAST, 305.02 FEET; THENCE NORTH 4°04'08" EAST, 144.87 FEET; THENCE NORTH 58°20'01" EAST, 187 FEET, MORE OR LESS, TO THE SOUTHERLY MEAN HIGH WATER LINE OF AN EXISTING CREEK, THENCE EASTERLY ALONG THE MEANDERINGS OF THE MEAN HIGH WATER LINE OF SAID EXISTING CREEK, 600 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF SAID INTRACOASTAL WATERWAY; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE MEANDERINGS OF THE MEAN HIGH WATER LINE OF SAID INTRACOASTAL WATERWAY, 1450 FEET, MORE OR LESS, TO ITS INTERSECTION WITH SAID NORTHEASTERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE; THENCE NORTH 37°31'30" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE, 40 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

JAXGIS Property Information



RE #	Name	Address	Transaction Price	Acres	Book-Page	Map Panel	Legal Descriptions	Flood Zone	AshSI
160845 0000	CITY OF JACKSONVILLE		140	26.18	1001601957	8326		AE, VE	