

Book 9517 Page 809

This Instrument Prepared By:  
Frank Votra  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

Doc# ~~2000009646~~  
Book: ~~9517~~  
Pages: ~~785~~ - ~~791~~  
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HENRY W COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY  
TRUST FUND \$ 4.00  
RECORDING \$ 29.00

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST  
OF THE STATE OF FLORIDA  
SOVEREIGN SUBMERGED LANDS EASEMENT

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Book: 9517  
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HENRY W COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY  
TRUST FUND \$ 4.00  
DEED DOC STAMP \$ 17.50  
RECORDING \$ 29.00

NO. 30187  
BOT FILE NO. 160219722

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to Harbour Waterway Association, Inc., a Florida non-profit corporation, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 32,  
Township 01 South, Range 26 East, in Mill Cove, St. Johns River  
Duval County, as is more particularly described  
and shown on Attachment A, dated July 28, 1999.

TO HAVE THE USE OF the hereinabove described premises for a period of 25 years from September 20, 1999, the effective date of this easement. The terms and conditions of and for which this easement is granted are as follows:

- EASEMENT CONSIDERATION:** The Grantee hereby agrees to pay to the Grantor, prior to commencement of activities authorized herein and within 30 days of the date of receipt of the invoice, the sum of \$2,500.
- USE OF PROPERTY:** The above described parcel of land shall be used solely for the construction of two 1300 foot long breakwater/siltation barrier structures within an existing, maintenance dredged residential access channel and Grantee shall not engage in any activity except as described in the Department of Environmental Protection, Environmental Resource Permit No. 16-151419-001-ES, dated September 20, 1999, incorporated herein and made a part of this easement by reference.
- RIGHTS GRANTED:** The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.
- DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS:** Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.
- GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY:** This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.
- RIGHT TO INSPECT:** Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

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7. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense, and shall indemnify, defend and save and hold harmless the Grantor and the State of Florida from all claims, actions, lawsuits and demands arising out of this easement.

8. VENUE: Grantee waives venue as to any litigation arising from matters relating to this easement and any such litigation between Grantor and Grantee shall be initiated and maintained only in Leon County, Florida.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, 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 Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. All costs, including attorneys' fees, incurred by the Grantor to enforce the provisions of this easement shall be paid by the Grantee. All notices required to be given to Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Harbour Waterway Association, Inc.  
11517 Portside Drive  
Jacksonville, FL 32225

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee 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 easement which result from the grant of this easement or the activities of Grantee hereunder.

12. RENEWAL PROVISIONS: Renewal of this easement is at the sole option of the Grantor. Such renewal shall be subject to the terms, conditions and provisions of current management standards, easement fees, and applicable laws, rules and regulations in effect at that time. In the event that Grantee is in full compliance with the terms of this easement, the Grantee may apply in writing for a renewal. Such application for renewal must be received by Grantor no later than six months prior to the expiration date of this easement. The term of any renewal granted by the Grantor shall commence on the last day of the previous easement term. If the Grantee fails to apply for a renewal, or in the event the Grantor does not grant a renewal, the Grantee shall vacate the easement premises and remove all structures and equipment occupying and erected thereon at its expense.

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

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor 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 Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. RECORDATION OF EASEMENT: The Grantee, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and pages at which the easement is recorded.

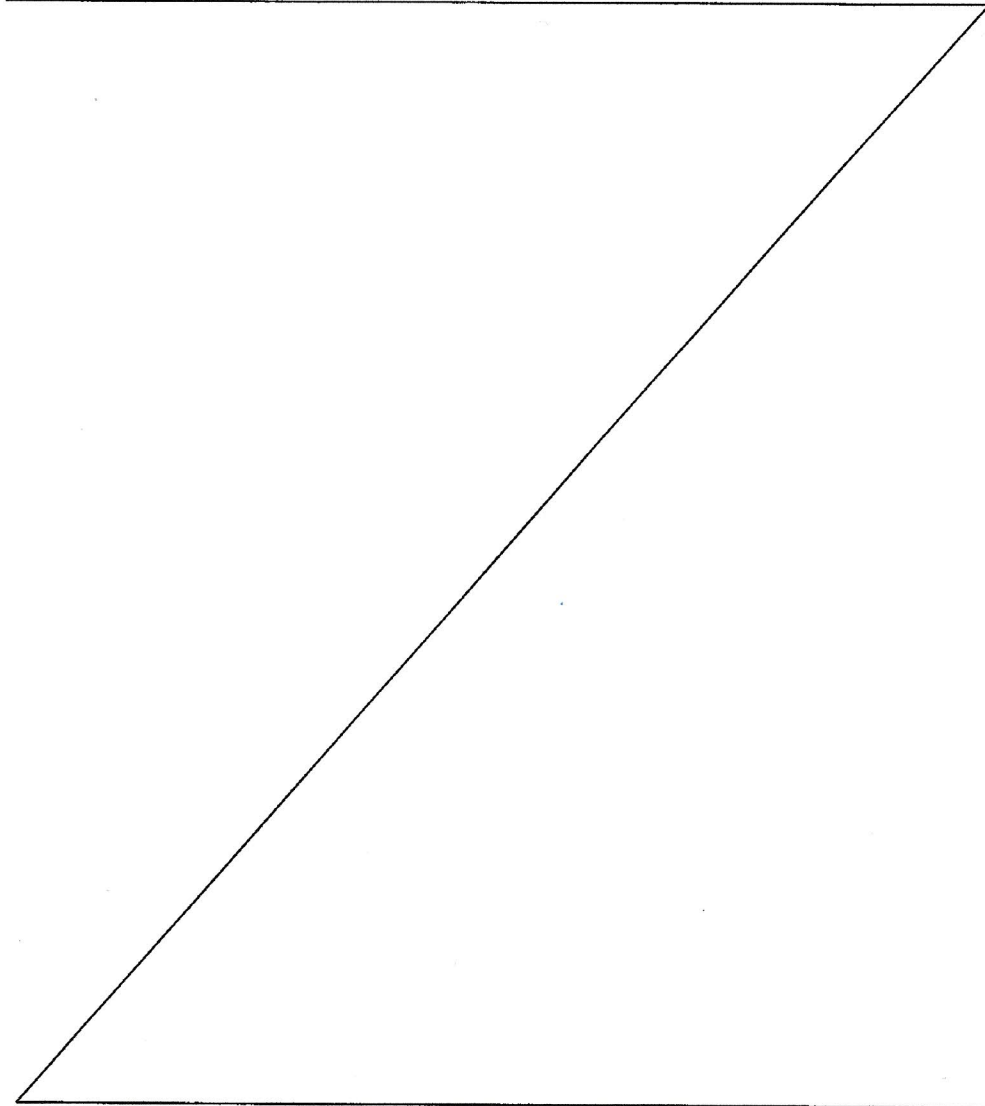
16. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

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

18. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

19. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee, pursuant to section 18-21.010, Florida Administrative Code, must either be the record owner of the riparian upland property or have the written consent of the riparian upland property owner(s) to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.





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WITNESSES:

Delia R. Richards  
Original Signature

Delia R. Richards  
Typed/Printed Name of Witness

Jan P. Brewer  
Original Signature

Jan P. Brewer  
Typed/Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 1999, by Ernest E. Frey, P.E., Director of District Management, Northeast District, Department of Environmental Protection, who is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Sam H. Hain  
DEP Attorney

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

BY: Ernest E. Frey (SEAL)

Ernest E. Frey, P.E., Director of District Management,  
Northeast District, Department of Environmental Protection,  
as agent for the Board of Trustees of the Internal Improvement  
Trust Fund of the State of Florida

"GRANTOR"

Elizabeth M. Lea  
Notary Public, State of Florida



Elizabeth M. Lea  
MY COMMISSION # CC643877 EXPIRES  
August 27, 2001  
BONDED THRU TROY FAIR INSURANCE, INC.

Printed, Typed or Stamped Name

My Commission Expires:

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

WITNESSES:

NAROL A WEST  
Original Signature

NAROL A WEST  
Typed/Printed Name of Witness

Harold A. West  
Original Signature

Harold A. West  
Typed/Printed Name of Witness

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 1999 by Leland Stanford Hunsker as President of Harbour Waterway Association, Inc., a Florida non-profit corporation, for and on behalf of the corporation. He is personally known to me or who has produced FDL as identification.

Harbour Waterway Association, Inc.  
a Florida non-profit corporation (SEAL)

BY: Leland Stanford Hunsker  
Original Signature of Executing Authority

Leland Stanford Hunsker  
Typed/Printed Name of Executing Authority

President  
Title of Executing Authority

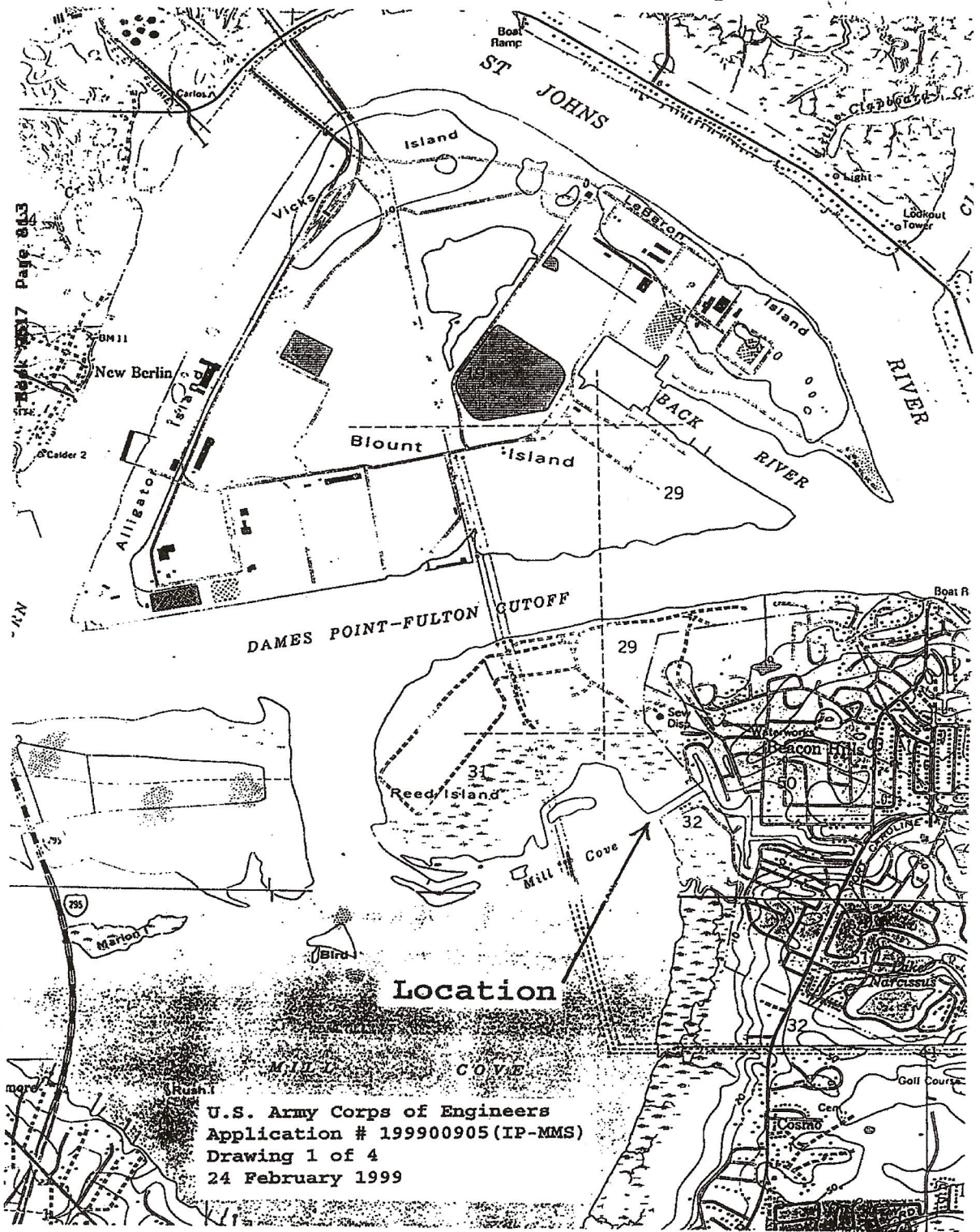
"GRANTEE"

My Commission Expires: JENNIFER LUMBAG  
COMMISSION # CC 705661  
EXPIRES DEC 29, 2001  
BONDED THRU  
ATLANTIC BONDING CO., INC.



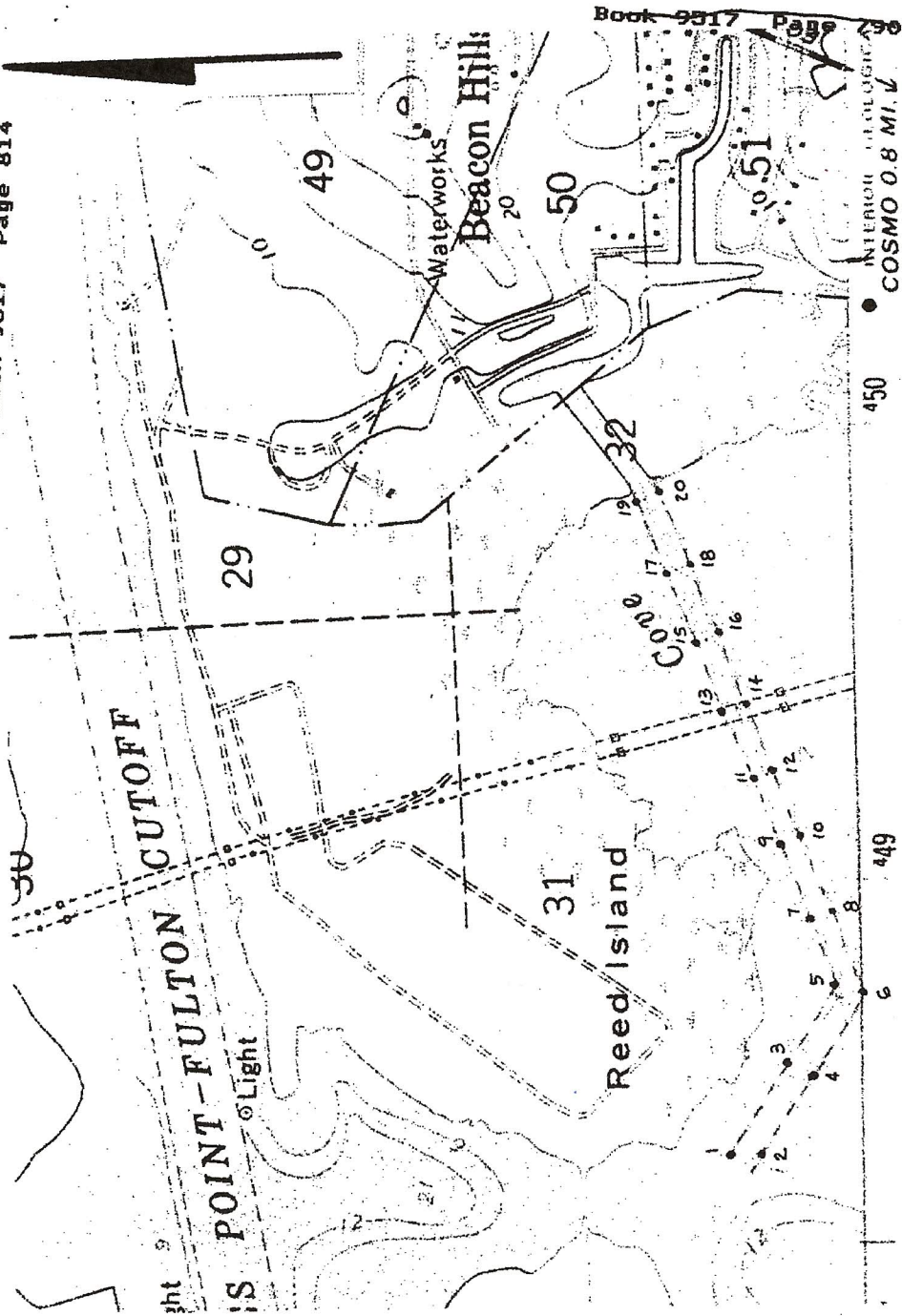
Jennifer Lumbag  
Notary Public, State of Florida

Jennifer Lumbag  
Printed, Typed or Stamped Name



U.S. Army Corps of Engineers  
 Application # 199900905 (IP-MMS)  
 Drawing 1 of 4  
 24 February 1999





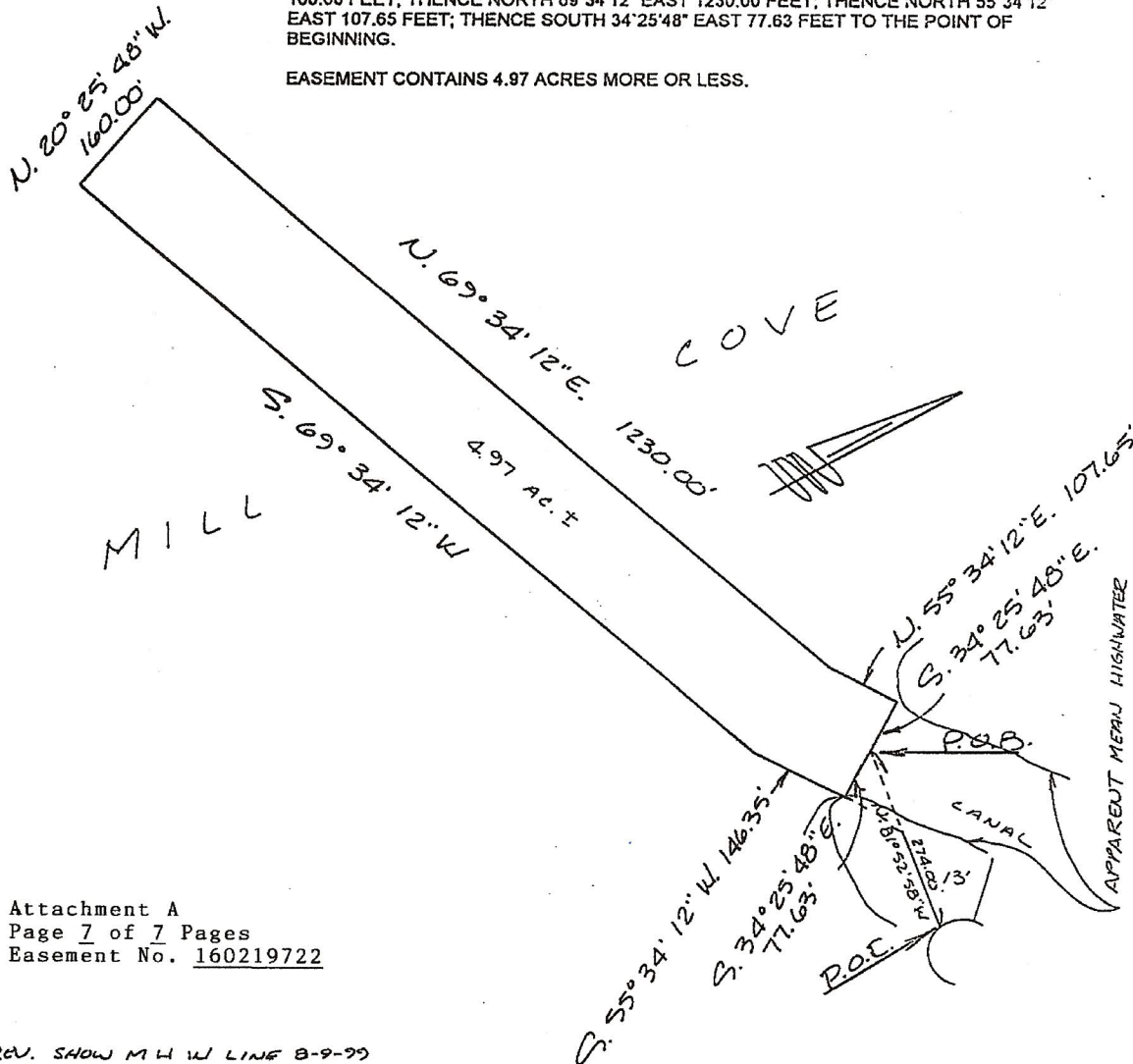
HARBOUR WATERWAY ASSOCIATION CHANNEL MARKERS  
SCALE: 1 IN = 1000 FT.

# MAP SHOWING

EASEMENT FOR CHANNEL MAINTENANCE ~~Book 9517 Page 815~~  
~~Book 9517 Page 791~~

A PORTION OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 26 EAST, LYING IN AND BEING A PART OF CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF LOT 13 AS SHOWN ON MAP OF HARBOUR ISLAND AS RECORDED IN PLAT BOOK 41, PAGES 53,53A AND 53B OF SAID COUNTY; THENCE NORTH 81° 52' 58" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 13 AND ITS NORTHWESTERLY PROLONGATION THEREOF, 274.00 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 34° 25' 48" EAST, 77.63 FEET; THENCE SOUTH 55° 34' 12" WEST, 146.35 FEET; THENCE SOUTH 69° 34' 12" WEST, 1230.00 FEET; THENCE NORTH 20° 25' 48" WEST, 160.00 FEET; THENCE NORTH 69° 34' 12" EAST 1230.00 FEET; THENCE NORTH 55° 34' 12" EAST 107.65 FEET; THENCE SOUTH 34° 25' 48" EAST 77.63 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 4.97 ACRES MORE OR LESS.



Attachment A  
Page 7 of 7 Pages  
Easement No. 160219722

REV. SHOW M L W LINE 8-9-99

CERTIFIED FOR: HARBOUR WATERWAY ASSOCIATION INC.

THE PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN FLOOD HAZARD ZONE \_\_\_\_\_ AS SCALED FROM FLOOD INSURANCE RATE MAP \_\_\_\_\_ FOR THE CITY OF JACKSONVILLE, FLORIDA, DATED \_\_\_\_\_ AND IS SHOWN AS A COURTESY ONLY AND DOES NOT CONSTITUTE A CERTIFICATION OF SAME.

**TRI-STATE LAND SURVEYORS, INC.**  
8411 BAYMEADOWS WAY SUITE #2, JACKSONVILLE, FLORIDA 32256 (904) 731-7235

- LEGEND
- CONC. MON
  - IRON COR.
  - (SET WITH CAP # LS 4144)
  - X- FENCE
  - IRON COR. (FOUND)
  - ⊙ CROSS CUT
  - B.R.L. BUILDING RESTRICTION LINE
  - ESMT EASEMENT
  - R/W RIGHT-OF-WAY
  - COV. COVERED AREA
  - E CENTERLINE
  - A/C AIR CONDITIONING PAD
  - (R) RADIAL DISTANCE
  - CONCRETE

BEARINGS BASED ON S'LY LINE AS SHOWN. (LOT 13)

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.

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

SCALE: 1" = 200'

DATE: 7-28-99

LARRY G. EDDY, P.L.S. No. 4144  
GLENN M. BROADSTREET, P.S.M. No. 5814

*[Signature]*  
REGISTERED SURVEYOR AND MAPPER,  
STATE OF FLORIDA (LE #4921)

