



PROJECT DESCRIPTION

1. Location: Sections 25 and 26, Township 01 South, Range 28 East

Aquatic Preserve: No

Waterbody Name and Classification: St. Johns River and Sisters Creek, Class III waters, not approved for shellfish harvesting.

Designated Manatee County: Yes, with an approved manatee protection plan

Manatee Aggregation Area: No

Manatee Protection Speed Zone: Yes, slow speed all year

2. Preempted area (square feet): 1,071,782 sq. ft. existing, 0 additional proposed; 1,071,782 sq. ft. total

Vessels: Military, commercial, and recreational up to 946 feet long with drafts up to 36 feet.

- 3. Liveaboards: are not authorized in the existing lease and will not be authorized in the modified lease.
- 4. Sewage pumpout facility: is authorized in the existing lease and will continue to be authorized in the modified lease. BAE does pumpout the vessels it services. It is a high quantity that gets vacuum-pumped into what is referred to in the industry as collection holding transfer (CHT) tanks.
- 5. Fueling facility: is not authorized in the existing lease and will not be authorized in the modified lease.
- 6. Dredging: None
- 7. New filling of Sovereign Submerged Lands: A 7,263 square foot area is needed for a bulkhead. An exchange is contemplated.

REQUIREMENTS/ASSESSMENTS/COMMENTS

- 1. DEP environmental resource permit: No environmental resource permit is required since no structures are being modified or constructed at this time.
- 2. U.S. Army Corps of Engineers permit: N/A
- 3. Fish and Wildlife Conservation Commission (FWC), Division of Habitat and Species Conservation, Imperiled Species Management Section, Manatees: Recommended on August 10, 2015, that BAE comply with the standard manatee construction conditions for in-water work. This condition was included in ERP No. 16-138752-023-EI issued on September 1, 2015. BAE complied with this condition when installing PSBS.
- 4. Department of Agriculture and Consumer Services, Division of Aquaculture, Shellfish: N/A, the facility is located in an area not approved for shellfish harvesting.
- 5. Riparian rights line setback: in compliance. [Rule 18-21.004(3)(d), F.A.C.]
- 6. Noticing: Two property owners were specifically noticed, and no objections were

receivedby December 1, 2021, the end of the comment period. [Section 253.115, F.S., and Rule 18-21.005(3) and Rule 18-21.004(1)(m), F.A.C.]

7. Comprehensive Plan: The proposed action is consistent with the adopted plan according to correspondence received from the City of Jacksonville, dated April 28, 2017.

PUBLIC INTEREST STATEMENT

The facility is not located within an aquatic preserve and will not result in the sale of sovereignty submerged lands. Therefore, BAE is not specifically required by rule or statute to demonstrate that the project is "in the public interest," only that it be "not contrary to the public interest," pursuant to Rule 18-21.004(1)(a), F.A.C. This request is to extended the lease term of five years to 25 years with an automatic 8 additional years. The request is needed so that BAE can secure the necessary financing to make the needed upgrades to allow for the servicing of up to five US Navy vessels simultaneously on dry maintenance pads adjacent to the shiplift. Proposed facility improves is expected to result in the creation of approximately 400 - 500 jobs and provide an estimated local area economic impact of approximately \$154.5 million and Disposable Personal Income by \$57.8 million by 2025.

Based on the merits of the proposal, BAE has given reasonable assurance that the proposal will maintain essentially natural conditions; will not significantly impact fish and wildlife and other natural resources, including public recreation and navigation; is consistent with the goals and objectives of the "Conceptual State Lands Management Plan" adopted by the Board of Trustees on March 17, 1981 and amended March 15, 1983; is consistent with the local government's comprehensive plan; and will not interfere with the riparian rights of adjacent property owners.

Therefore, it is Department's opinion that the proposal is not "contrary to the public interest" and otherwise meets all applicable requirements for a proprietary authorization to use sovereignty submerged lands, pursuant to Article X, Section 11 of the Florida Constitution, chapter 253, F.S., associated Rule 18-21, F.A.C., and the direction of the Board of Trustees.

EXISTING FACILITIES

Term of lease: 5 years, from May 8, 2020 to May 8, 2025

Site inspection: November 18, 2021

Compliance history: In compliance. All fees are current through May 8, 2023 (Rule 18-21.011,

F.A.C.).

Temporary Use Agreement: No Designated as a Clean Marina: No Regulatory violations: None

Regulatory fines or penalties: None

SPECIAL LEASE CONDITIONS

1. Unless authorized in writing by the Lessor, the Lessee shall not rebuild or restore the nonwater dependent structures included in this lease if 50 percent or more of the area encompassed by a structure is destroyed or if use of a structure has been discontinued and 50 percent or more of the area encompassed by a structure must be replaced in order to restore structure to a safely useable condition. In addition, the use of the nonwater dependent structures included in this lease shall not be converted to a new use except as authorized in writing by the Lessor. [SC03; OGC modified 2/11/05, 4/21/08]

- 2. Any overnight occupancy shall be limited to those vessels moored within the leased premises for repair or other services regularly provided by the Lessee. [OGC approved 4/27/17]
- 3. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
- 4. The lease shall be in effect for an initial term of twenty- five (25) years. BEA shall have the option to renew the lease for an additional 8-year period by giving the Board written notice to that effect six months prior to the expiration of the initial lease period. All terms and provisions of this lease shall remain in force for the term of 8 years after the initial lease period of 25-years.

FEE CALCULATION

(1) Lease Fee: 1,071,782 sq. ft.

Water Dependent area

(1,059,217 sq. ft. x \$0.1864) = \$197,438.05

Nonwater Dependent bulkhead & backfilled area

 $(12,565 \text{ sq. ft. } x \$0.1864 \times 10) = \$23,421.16$

SUBTOTAL: \$220,859.21

Less fees already paid:

(3) 2021/2022 Lease Fee: 1,071,782 sq. ft.

Water Dependent area

(1,059,217 sq. ft. x \$0.1864) = (\$197,438.05)

Nonwater Dependent bulkhead & backfilled area

 $(12,565 \text{ sq. ft. } x \$0.1864 \times 10) = (\$23,421.16)$

SUBTOTAL: (\$220,859.21)

TOTAL CONSIDERATION DUE: \$0.00

This Instrument Prepared By:

<u>Tiana D. Brown</u>
Action No. <u>41782</u>
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

BOT FILE NO. 161008809

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>BAE</u>

Systems Jacksonville Ship Repair LLC, a Delaware limited liability company, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Sections 25 and 26. Township 01 South, Range 28 East, in Sisters Creek and St Johns River, Duval County, Florida, containing 1,071,782 square feet, more or less, as is more particularly described and shown on Attachment A, dated March 16, 2017.

TO HAVE THE USE OF the hereinabove described premises from May 8, 2020, the effective date of this lease renewal, through May 8, 2025, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 7-slip commercial docking facility, a marine launch way, concrete piers, a non-water dependent bulkhead and backfilled area, a 15,600 ton capacity floating dry dock, a 50,000 ton capacity floating dry dock, existing 4000 ton and 1,000 ton marina railway dry docks, a gantry crane support system structure, and a port security barrier system (PSBS) which includes four (4) mooring buoys connected to 25-ton Improved Pearl Harbor Anchors, two shore anchors, and twenty-seven 40-foot-long parallel pontoon units to be used exclusively for mooring, launching and retrieving military, commercial and recreational vessels for maintenance/repair in conjunction with an upland ship building and repairing/commercial shipyard, 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 Permit Transfer No. 16-138752-017-EM, dated October 13, 2010 (transfers all permits no. 16-138752-01 to 016, the State of Florida Department of Environmental Protection Environmental Resource Permit No. 16-138752-016-ES, dated February 11, 2011, Environmental Resource Permit No. 16-138752-023-EI, dated September 1, 2015, and Permit Time Extension No. 16-138752-027-EM, dated August 22, 2016, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

[80]

- 2. <u>LEASE FEES</u>: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$216,475.20, (representing \$193.518.95, for 1,059,217 square footage plus \$22.956.25, for 12,565 square footage), 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.
- 3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.
- 4. <u>LATE FEE ASSESSMENTS:</u> The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.
- 5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.
- 6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.
- 7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permits referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

- 8. <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.
- 9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.
- 10. <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.
- 11. <u>INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:</u> The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.
- 12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

BAE Systems Jacksonville Ship Repair LLC 8500 Heckscher Dr Jacksonville, FL 32226

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

- 13. <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.
- 14. <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.

Page 3 of 26 Pages Sovereignty Submerged Lands Lease No. 161008809

- 15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.
- 16. <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.
- 17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.
- 18. <u>PERMISSION GRANTED:</u> Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.
- 19. <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> which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.
- 20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.
- 21. <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>. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.
- 22. <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.
- 23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

Page 4 of 26 Pages Sovereignty Submerged Lands Lease No. 161008809

- 24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.
- 25. <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 sovereigh, submerged lands.
- 26. <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.
- 27. <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.
- 28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.
- 29. <u>FINANCIAL CAPABILITY</u>: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

30. SPECIAL LEASE CONDITIONS:

A. Unless authorized in writing by the Lessor, the Lessee shall not rebuild or restore the non-water dependent structures included in this lease if 50 percent or more of the area encompassed by a structure is destroyed or if use of a structure has been discontinued and 50 percent or more of the area encompassed by a structure must be replaced in order to restore the structure to a safely useable condition. In addition, the use of the non-water dependent structures included in this lease shall not be converted to a new use except as authorized in writing by the Lessor.

B. Any overnight/liveaboard occupancy shall be limited to those moored within the leased premises for repair or other services regularly provided by the Lessee.

[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.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (SEAL) BY: Print/Type Name of Witness Brackichardson, 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. CLIW TON F.
Print/Type Name of Witness "LESSOR" STATE OF FLORIDA COUNTY OF LEON The foregoing instrument was acknowledged before me this 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: dary Public, State of Florida 6/2/2020 DEP Attorney Date Printed, Typed or Stamped KATHY C. GRIFFIN MY COMMISSION # GG 927461 My Commission Ex

Commission/Serial No.

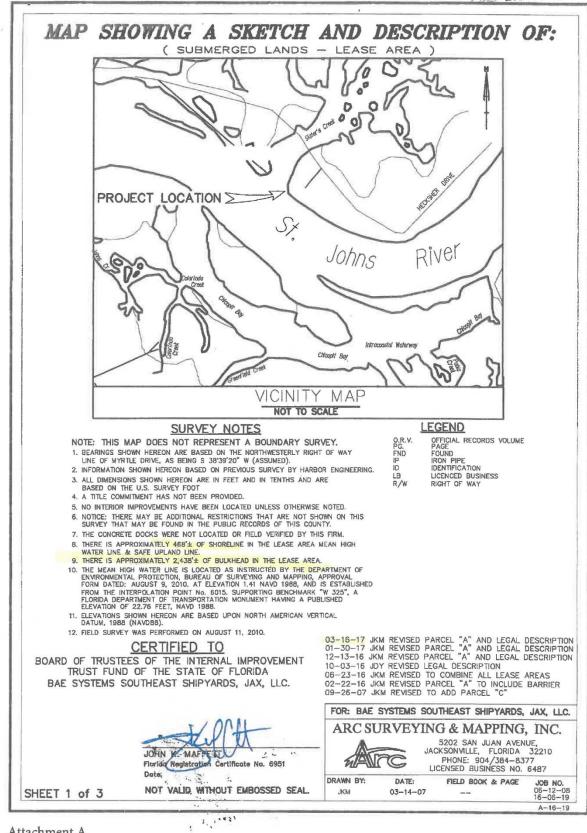
Page 7 of 26 Pages Sovereignty Submerged Lands Lease No. 161008809 EXPIRES: November 27, 2023

Bonded Thru Notary Public Underwriters

WITNESSES:	BAE Systems Jacksonville Ship Repair LLC,
WIIIVESSES.	a Delaware limited liability company (SEAL)
Original Signature	BY:
	Original Signature of Executing Authority
Sharon O'Conor	Jeffrey W. Peters
Typed/Printed Name of Witness	Typed/Printed Name of Executing Authority
offslag	Assistant Secretary
Original Signature	Title of Executing Authority
Tris Gonzalez Typed/Printed Name of Witness	"LESSEE"
STATE OF Florida	
COUNTY OF DUVAL	
day of <u>December</u> , 20 30, by	efore me by means of



Attachment A Page 9 of 26 Pages SSLL No. 161008809



Attachment A Page 10 of 26 Pages SSLL No. 161008809

MAP SHOWING A SKETCH AND DESCRIPTION OF:

PARCEL "A"

A PART OF THE SUBMERGED LANDS OF THE ST. JOHNS RIVER LYING SOUTHERLY OF THE NORTHERLY BANK THEREOF, TOGETHER WITH A PART OF THE SUBMERGED LANDS OF THE INTRACOASTAL WATERWAY (SISTERS CREEK) LYING WESTERLY OF THE EASTERLY BANK THEREOF, AND ADJACENT TO THE UPLANDS OF SECTION 25 AND 26, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE (STATE ROAD No. 105, A 400 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF MYRTLE DRIVE (A 60 FOOT PRIVATE RIGHT OF WAY); THENCE SOUTH 38'39'20" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 643.50 FEET; THENCE SOUTH 17'20'30" WEST, 755.82 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE, HAVING AND ELEVATION OF 1.41 FEET, AND THE POINT OF BEGINNING.

THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING COURSES AND DISTANCES; THENCE SOUTH 63'36'54" EAST, 361.69 FEET; THENCE NORTH 15'9'46" EAST, 4.52 FEET; THENCE NORTH 26'20'30" EAST, 28.73 FEET; THENCE SOUTH 67'31'56" EAST, 386.26 FEET; THENCE SOUTH 87'44'12" EAST, 30.03 FEET; THENCE SOUTH 64'37'04" EAST, 17.26 FEET; THENCE SOUTH 48'03'38" EAST, 8.94 FEET; THENCE SOUTH 68'07'04" EAST, 21.62 FEET; THENCE SOUTH 56'40'38" EAST, 22.51 FEET; THENCE SOUTH 52'42'41" EAST, 23.76 FEET; THENCE SOUTH 58'47'48" EAST, 41.79 FEET; THENCE SOUTH 52'42'41" EAST, 11.68 FEET; THENCE SOUTH 58'47'48" EAST, 41.79 FEET; THENCE SOUTH 76'09'50" EAST, 10.75 FEET; THENCE NORTH 35'55'49" EAST, 8.54 FEET; THENCE NORTH 76'19'11" EAST, 10.29 FEET; THENCE SOUTH 74'37'33" EAST, 2.94 FEET; THENCE SOUTH 15'22'13" WEST, DEPARTING SAID MEAN HIGH WATER LINE, 740.00 FEET; THENCE NORTH 74'37'47" WEST, 30.012 FEET; THENCE NORTH 68'02'46" WEST, 418.33 FEET; THENCE NORTH 55'24'45" EAST, 110.00 FEET; THENCE NORTH 15'22'45" EAST, 540.75 FEET; THENCE NORTH 75'35'57" WEST, 208.04 FEET; THENCE NORTH 15'24'45" EAST, 110.00 FEET; THENCE NORTH 15'26'45" EAST, 540.75 FEET; THENCE SOUTH 15'18'04" WEST, 332.09 FEET; THENCE NORTH 15'24'45" EAST, 110.00 FEET; THENCE NORTH 15'18'04" EAST, 579.20 FEET; THENCE SOUTH 15'18'04" WEST, 332.09 FEET; THENCE NORTH 15'35'35" WEST, 208.05 FEET; THENCE NORTH 12'18'19" EAST, 209.87 FEET TO AN INTERSECTION WITH SAID MEAN HIGH WATER LINE; THENCE NORTH 12'18'19" EAST, 209.87 FEET TO AN INTERSECTION WITH SAID MEAN HIGH WATER LINE; THENCE SOUTH 10'46'27" WEST, 21.31 FEET; THENCE SOUTH 04'32'59" EAST, 150.00 FEET; THENCE NORTH 12'18'19" EAST, 209.87 FEET TO AN INTERSECTION WITH SAID MEAN HIGH WATER LINE; THENCE SOUTH 15'04'05'7" WEST, 21.31 FEET; THENCE SOUTH 04'32'59" EAST, 150.00 FEET; THENCE SOUTH 55'35'57" WEST, 25.20 FEET; THENCE SOUTH 04'32'59" EAST, 150.00 FEET; THENCE SOUTH 15'04'05'7" WEST, 25.35 FEET; THENCE SOUTH 06'03'" WEST, 21.35 FEET; THENCE SOUTH 06'30'" WEST, 21. THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 1.059,217 SQUARE FEET, OR 24.32 ACRES MORE OR LESS.

PARCEL "B"

A PART OF THE SUBMERGED LANDS OF THE ST. JOHNS RIVER LYNG SOUTHERLY OF THE NORTHERLY BANK THEREOF AND ADJACENT TO THE UPLANDS OF SECTION 25 AND 26, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY THE UPLANDS OF SECTION DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE (STATE ROAD FOR A POINT OF REPERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE (STATE ROAD NO. 105, A 400 FOOT FOR THE FORTHWEITERLY RIGHT OF WAY LINE OF MYRTLE DRIVE (A 60 FOOT PRIVATE RIGHT OF WAY); THENCE SOUTH 38'39'20' WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 643.50 FEET; THENCE SOUTH 17"20'30" WEST, 755.82 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE, HAVING AND ELEVATION OF 1.41 FEET; THENCE SOUTH 63"36"53" EAST, ALONG SAID MEAN HIGH WATER LINE, 110.86 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING, THENCE SOUTH 77'51'41" EAST, DEPARTING FROM SAID MEAN HIGH WATER LINE, 79.51 FEET; THENCE SOUTH 70'11'23" EAST, 45.35 FEET; THENCE SOUTH 89'37'47" EAST, 37.74 FEET; THENCE SOUTH 76'49'32" EAST, 56.76 FEET; THENCE SOUTH 59'33'40" EAST, 55.23 FEET; THENCE SOUTH 76'08'02" EAST, 64.68 FEET; THENCE SOUTH 51'45'17" EAST, 57.37 FEET; THENCE SOUTH 76'08'02" EAST, 64.68 FEET; THENCE SOUTH 89'30'40" EAST, 64.68 FEET; THENCE SOUTH 31'45'17" EAST, 57.37 FEET; THENCE SOUTH 65'08'02" EAST, 64.68 FEET; THENCE SOUTH 65'31'58" WEST, 202.44 FEET; THENCE SOUTH 16'3'31'58" WEST, 202.44 FEET; THENCE SOUTH 26'20'30" WEST, 28.73 FEET; THENCE SOUTH 15'19'46" WEST, 4.52 FEET; THENCE NORTH 63'31'58" WEST, 250.83 FEET TO THE POINT OF DEFORMANCE. THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 12,565 SQUARE FEET OR 0.29 ACRES MORE OR LESS.

FOR: BAE SYSTEMS SOUTHEAST SHIPYARDS, JAX, LLC.

ARC SURVEYING & MAPPING, INC.



5202 SAN JUAN AVENUE, JACKSONVILLE, FLORIDA 32 32210 PHONE: 904/384-8377 LICENSED BUSINESS NO. 6487

DRAWN BY:

DATE:

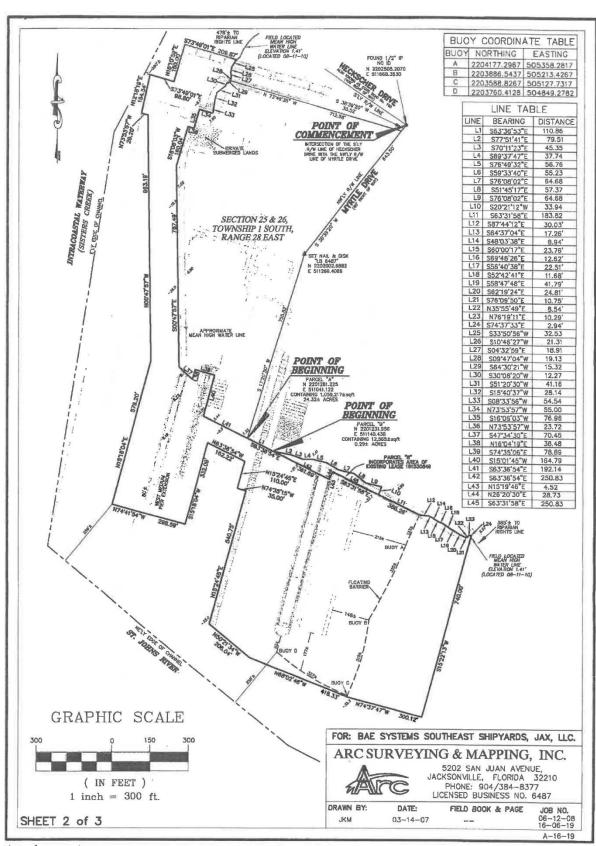
FIELD BOOK & PAGE

JOB NO. 06-12-08 16-06-19

SHEET 3 of 3

03-14-07 A-16-19

Attachment A Page 11 of 26 Pages SSLL No. 161008809



Attachment A Page 12 of 26 Pages SSLL No. 161008809



Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY THAT THE SAID 'BAE SYSTEMS SOUTHEAST

SHIPYARDS MAYPORT LLC', FILED A CERTIFICATE OF AMENDMENT,

CHANGING ITS NAME TO 'BAE SYSTEMS JACKSONVILLE SHIP REPAIR LLC'

ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 2017, AT 8:59 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TWENTY-SIXTH DAY OF JUNE, A.D. 2017 AT 11:59 O'CLOCK P.M.

10..

4198809 8320 SR# 20175308252

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jettrey M. Relicots, Sacretary of State

Authentication: 202911189 Date: 07-19-17

Attachment B Page 13 of 26 Pages SSLL No. 161008809 ...

#2

<u>Delaware</u>

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BAE SYSTEMS SOUTHEAST SHIPYARDS JACKSONVILLE LLC", A
DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "BAE SYSTEMS SOUTHEAST SHIPYARDS MAYPORT LLC"

UNDER THE NAME OF "BAE SYSTEMS SOUTHEAST SHIPYARDS MAYPORT LLC",

A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE

LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS

OFFICE ON THE TWENTY-THIRD DAY OF JUNE, A.D. 2017, AT 8:25

O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-SIXTH DAY OF JUNE, A.D. 2017 AT 11:59 O'CLOCK A.M.

4198809 8100M SR# 20174908522

You may verify this certificate online at corp.delaware.gov/authver.shtml

Tary's on the state of the stat

Authentication: 202769719 Date: 06-23-17

Attachment B Page 14 of 26 Pages SSLL No. 161008809

#I



Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"BAE SYSTEMS SSY FLORIDA PROPERTY HOLDINGS LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "BAE SYSTEMS SOUTHEAST SHIPYARDS JACKSONVILLE

LLC" UNDER THE NAME OF "BAE SYSTEMS SOUTHEAST SHIPYARDS

JACKSONVILLE LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND

EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED

AND FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF JUNE, A.D.

2017, AT 8:21 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-SIXTH DAY OF JUNE, A.D. 2017 AT 11:58 O'CLOCK A.M.

4198807 8100M SR# 20174908471

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202769676 Date: 06-23-17

Attachment B Page 15 of 26 Pages SSLL No. 161008809



The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "FGI PROPERTY HOLDING COMPANY, LLC", CHANGING ITS NAME FROM "FGI PROPERTY HOLDING COMPANY, LLC" TO "BAE SYSTEMS SSY FLORIDA PROPERTY HOLDINGS LLC", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF JULY, A.D. 2010, AT 5:27 O'CLOCK P.M.

4237198 8100

100738562

AUTHENTY CATION: 8110851

DATE: 07-13-10

Attachment B Page 16 of 26 Pages SSLL No. 161008809 Doc # 2006402665, OR BK 13652 Page 2383, Number Pages: 10, Filed & Recorded 11/21/2006 at 08:19 AM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$86.50 DEED DOC ST \$0.70

RETURN TO: First American Title Ins. Co. 25400 US 19 N, Suite 135 Clearwater, FL 33763

Prepared by and return to: Diane D. Karst, Esq. Broad and Cassel 7777 Glades Road. Suite 300 Boca Raton, Florida 33434

This deed is being re-recorded to correct the name of the Grantee.

SPECIAL WARRANTY DEED

THIS INDENTURE, made and executed this \(\frac{5\mathcal{I}}{2} \) day of November, 2006, by ATLANTIC MARINE PROPERTY HOLDING COMPANY, INC., a Florida corporation, whose mailing address is 8500 Heckscher Drive, Jacksonville, Florida 32226 ("Grantor") to FGI PROPERTY HOLDING COMPANY, LLC, a Delaware limited liability company, whose mailing address is 8500 Heckscher Drive, Jacksonville, Florida 32226 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, its successors and assigns, that certain real property located in Duval County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof ("Property");

TOGETHER WITH all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

SUBJECT TO governmental restrictions, and encumbrances and matters of record, but this reference shall not serve to reimpose the same, and taxes for the year 2006 and thereafter.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other.

This deed is exempt from Florida documentary stamp tax pursuant to Florida Statutes Section 201.02(1), and the holding in <u>Crescent Miami Center, LLC vs. Florida Department of Revenue, 903 So.2d 913</u> (Fla. 2005), regarding a transfer from a corporation to a wholly-owned subsidiary of unencumbered property.

1

> Attachment B Page 17 of 26 Pages SSLL No. 161008809

day and year set forth above. WITNESSES: ATLANTIC MARINE PROPERTY HOLDING COMPANY, INC., a Florida Name: Title: Date: STATE OF Flori do COUNTY OF DUVA! The foregoing instrument was acknowledged before me this / day of November, 2006, by GRO, as CFO of Atlantic Marine Property Holding Company, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification. Notary Public Name of Notary Printed: WANDA J. FORT My commission expires: 11/5/08 (NOTARY SEAL) Wanda J. Fort Commission # DD367547 Expires November 5, 2008

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the

2

BOC1/REALEST/202183,1 38157/0001 EXHIBIT "A"

LEGAL DESCRIPTION

BOC1/REALEST/202183.1 38157/0001 3

Attachment B Page 19 of 26 Pages SSLL No. 161008809

PARCEL 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, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLIOWS: COMMENCING AT THE POINT OF TANGENCY AT THE EASTERLY END OF CURVE NO. 33 ON THE SOUTHERLY RIGHT OF WAY LINE OF MCKENNA DRIVE (FORMERLY HECKSCHER DRIVE) (A 100-FOOT RIGHT OF WAY AS DESCRIBED IN DEED FROM THE NORTH SHORE CORPORATION TO THE STATE OF FLORIDA, AND RECORDED IN DEED BOOK 1015, PAGE 54 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY); FROM THE POINT OF COMMENCEMENT THUS DESCRIBED, RUN THENCE SOUTH \$1°43'40" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF MCKENNA DRIVE, 81.25 FEET FOR A POINT OF BEGINNING; THENCE NORTH \$1°43'40" WEST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF MCKENNA DRIVE, 81.25 FEET TO SAID AFOREMENTIONED POINT OF TANGENCY OF CURVE NO. 33, SAID CURVE NO. 33 BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1860.08 FEET THENCE AROUND AND ALONG SAID CURVE AND CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF MCKENNA DRIVE, NORTH 58°19'15' WEST, 427.35 FEET (CHORD BEARING AND DISTANCE) IN THE NORTHEAST CORNER OF THOSE CERTAIN LANDS DESCRIBED IN DEED, RECORDED IN OFFICIAL RECORDS VOLUME 3766, PAGE 1042; THENCE SOUTH 22°27'14" WEST, ALONG THE EASTERLY LINE OF SAID LAST MENTIONED LANDS, 635 FEET, MORE OR LESS, TO THE WATERS OF THE ST. JOHNS RIVER; THENCE SOUTH 22°27'14" WEST, 565 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING; THENCE NORTH 22°27'14" EAST, 565 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE NORTH 22°27'14" EAST, 565 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE NORTH 22°27'14" EAST, 565 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE NORTH 22°27'14" EAST, 565 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; THENCE NORTH 22°27'14" EAST, 565

TRACT 2:

A PORTION OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF MYRTLE DRIVE (A PRIVATE ROAD) WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HECKSCHER DRIVE (A 400 FOOT RIGHT-OF-WAY); THENCE S. 38°39'20" W., ALONG SAID NORTHWESTERLY LINE OF MYRTLE DRIVE, A DISTANCE OF 643.61 FEET; THENCE S. 04°23'36" W., A DISTANCE OF 106.45 FEET TO A POINT ON THE FORMER SOUTHWESTERLY RIGHT-OF-WAY LINE OF MCKENNA DRIVE (FORMERLY HECKSCHER DRIVE) AS NOW CLOSED BY ORDINANCE 83-807-424, SAID POINT BEING ON THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1860.08 FEET; THENCE SOUTHEASTERLY, 432.68 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°19'40", A CHORD BEARING AND DISTANCE OF S. 58°23'30" E., 431.70 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID FORMER SOUTHWESTERLY RIGHT-OF WAY, S. 51°43'40" E., A DISTANCE OF 77.31 FEET TO A POINT WHERE SAID MCKENNA DRIVE IS STILL A PUBLIC RIGHT-OF-WAY, SAID POINT BEING ON THE SOUTHWESTERLY RIGHT-OF WAY, S. DESCRIBED IN OFFICIAL RECORDS VOLUME 5518, PAGE 1290, PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUE S. 51°43'40" E., A DISTANCE OF 1019.79 FEET; THENCE DEPARTING FROM THE SOUTHWESTERLY LINE OF THAT LAND AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5182, PAGE 1290, PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUE S. 51°43'40" E., A DISTANCE OF 375.08 FEET TO A FOUND ½ INCH IRON PIPE; THENCE DEPARTING FROM THE SOUTHWESTERLY LINE OF THAT LAND AS DESCRIBED IN OFFICIAL RECORDS VOLUME 5162, PAGE 1089, A DISTANCE OF 375.08 FEET TO A FOUND ½ INCH IRON PIPE; THENCE CONTINUE ALONG SAID LINE, S. 38°17'31" W., A LONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FAUND ½ INCH IRON PIPE; THENCE CONTINUE ALONG SAID LINE, S. 38°17'31" W., A LONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID MCKENNA DRIVE, S. 38°17'31" W., A LONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID MCKENNA DRIVES TO THE WATERS OF THE ST. JOHNS RIVER; THENCE NORTHWESTERLY, ALONG

Attachment B Page 20 of 26 Pages SSLL No. 161008809 THE ST. JOHNS RIVER, A DISTANCE OF 889 FEET, MORE OR LESS TO THE INTERSECTION OF SAID SOUTHEASTERLY LINE OF OFFICIAL RECORDS VOLUME 5518, PAGE 1290, SAID POINT BEARING S. 22°27'14" W., FROM THE POINT OF BEGINNING; THENCE N. 22°27'14" E., ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 22 FEET, MORE OR LESS TO A FOUND 1/2 INCH IRON PIPE; THENCE CONTINUE ALONG SAID SOUTHEASTERLY LINE, N. 22°27'14" E., A DISTANCE OF 537.94 FEET TO THE POINT OF BEGINNING.

TRACT 3:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, STRUATE, LYING AND BEING A PART OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEASTERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 1736, PAGE 492, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT BEING STRUATE IN THE CURVED NORTHERLY RIGHT OF WAY LINE OF MCKENNA ROAD (A 100-FOOT RIGHT OF WAY AS NOW ESTABLISHED), SAID CURVED NORTHERLY RIGHT OF WAY LINE BEING CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1960.08 FEET; THENCE SOUTH 69°10'00" EAST AROUND AND ALONG SAID CURVE AND CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MCKENNA ROAD, 215.38 FEET (CHORD BEARING AND DISTANCE); THENCE SOUTH 4°22'36" WEST, 106.52 FEET TO THE CURVED SOUTHERLY RIGHT OF WAY LINE OF SAID MCKENNA ROAD; SAID CURVED SOUTHERLY RIGHT OF WAY LINE OF SAID MCKENNA ROAD; SAID CURVED SOUTHERLY RIGHT OF WAY LINE OF SAID MCKENNA ROAD; SAID CURVED SOUTHERLY RIGHT OF WAY LINE OF MCKENNA ROAD, 50.956 FEET (CHORD BEARING AND DISTANCE); TO AN IRON PIPE; THENCE CONTINUING WESTERLY ALONG SAID CURVED SOUTHERLY RIGHT OF WAY LINE OF MCKENNA ROAD, 50.9.56 FEET (CHORD BEARING AND DISTANCE); TO AN IRON PIPE; THENCE CONTINUING WESTERLY ALONG SAID CURVED SOUTHERLY RIGHT OF WAY LINE OF MCKENNA ROAD, 10.0 FEET, MORE OR LESS, TO THE WATERS OF SISTERS CREEK; THENCE SOUTHERLY AND SOUTHERLY ALONG THE WATERS OF SISTERS CREEK; THENCE SOUTHERLY AND SOUTHERLY ALONG THE WATERS OF SISTERS CREEK; THENCE SOUTHERLY AND SOUTHERLY ALONG THE WATERS OF SISTERS CREEK, THENCE SOUTHERLY AND SOUTHERLY ALONG THE WATERS OF SISTERS CREEK, THENCE SOUTHERLY AND SOUTHERLY ALONG THE WATERS OF SISTERS CREEK, THENCE SOUTHERLY AND SOUTHERLY ALONG THE WATERS OF SISTERS CREEK, THENCE SOUTHERLY AND SOUTHERLY ALONG THE WATERS OF SISTERS CREEK, THENCE SOUTHERLY AND SOUTHERLY AND SOUTHERLY ALONG THE WATERS OF SISTERS CREEK, THENCE SOUTHERLY AND SOUTHERLY ALONG THE WATERS OF SISTERS, TO THE POINT OF BEGIN

TRACT 4:

A PORTION OF MCKENNA DRIVE (FORMERLY HECKSCHER DRIVE, A 100 FOOT RIGHT-OF-WAY CLOSED BY ORDINANCE NO. 89-1137-560) AND A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 5518, PAGE 1290 (PARCEL B) OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWESTERLY CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 6810, PAGE 14, OF SAID PUBLIC RECORDS, SAID POINT SITUATE ON THE FORMER NORTHERLY RIGHT-OF-WAY LINE OF SAID MCKENNA DRIVE; THENCE NORTH 51°43°40" EAST, ALONG LAST SAID LINE, A DISTANCE OF 136.37 FEET TO AN INTERSECTION WITH THE WESTERLY SIDE OF A 40 FOOT BY 190 FOOT CONCRETE PAD; THENCE NORTH 38°12'36" EAST, ALONG THE WESTERLY SIDE OF SAID CONCRETE PAD, A DISTANCE OF 5.96 FEET TO THE CORNER OF SAID PAD; THENCE SOUTH 51°47'24" EAST, ALONG THE WORTHERLY SIDE OF SAID FAD, A DISTANCE OF 170.00 FEET; THENCE SOUTH 38°12'36" WEST, ALONG SAID NORTHERLY SIDE OF PAD, A DISTANCE OF 170.00 FEET; THENCE SOUTH 38°12'36" WEST, ALONG SAID NORTHERLY SIDE OF SAID PAD, A DISTANCE OF 40.00 FEET; THENCE NORTH 51°47'24" WEST, ALONG THE SOUTHERLY SIDE OF SAID PAD, A DISTANCE OF 40.00 FEET; THENCE NORTH 51°47'24" WEST, ALONG SAID THE SOUTHERLY SIDE OF SAID PAD, A DISTANCE OF 40.00 FEET; THENCE NORTH 51°47'24" WEST, ALONG SAID CHORERLY SIDE OF SAID PAD, A DISTANCE OF 130.00 FEET; THENCE NORTH 51°47'24" WEST, ALONG SAID CENTERLING FROM SAID CONCRETE PAD, A DISTANCE OF 30.00 FEET; THENCE NORTH 51°43'40" WEST, ALONG SAID CENTERLING, A DISTANCE OF 30.00 FEET; THENCE NORTH 51°47'24" DEPARTING FROM SAID CENTERLING, A DISTANCE OF 5.90 FEET TO AN INTERSECTION WITH SAID SOUTHERLY SIDE OF A CONCRETE PAD, THENCE NORTH 51°47'24"

Attachment B Page 21 of 26 Pages SSLL No. 161008809 WEST, ALONG SAID SOUTH SIDE OF PAD, A DISTANCE OF 10.00 FEET; THENCE NORTH 38°12'36" EAST, 40.00 FEET TO THE POINT OF BEGINNING.

TRACT 5:

PART OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4 INCH SQUARE CONCRETE MONUMENT AT THE MOST SOUTHERLY CORNER OF ISLAND NO. 15, AS DESCRIBED IN PARCEL 3 OF DEED RECORDED IN OFFICIAL RECORDS VOILIME 2116, PAGE 566 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 55°-27'-54° WEST, 330.0 FEET, ALONG A SOUTHERLY LINE OF SAID ISLAND NO. 15, THENCE NORTH 01°-27'-55" WEST, 325.19 FEET, ALONG THE WEST LINE OF SAID ISLAND NO. 15, TO THE POINT OF BEGINNING; THENCE SOUTH 72°-28'-00" WEST, 187.77 FEET, ALONG THE SOUTHERLY LINE OF THE LADD DESCRIBED IN OFFICIAL RECORDS VOLUME 4413, PAGE 175, TO AN ANGLE POINT; THENCE CONTINUE ALONG SAID LINE, SOUTH 22°-13'-00" WEST, 307.52 FEET, TO THE NORTHEASTERLY LINE OF HECKSCHER DRIVE (A 400.0 FOOT RIGHT-0F-WAY); THENCE NORTH 30°-31'-30" WEST, 792.85 FEET, ALONG SAID NORTHEASTERLY LINE, TO THE POINT OF CURVE OF A CURVE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 5929.578 FEET; THENCE AROUND AND ALONG SAID CURVE AND THE NORTHEASTERLY LINE OF SAID HECKSCHER DRIVE, THROUGH A CENTRAL ANGLE OF 70°-00°-00", AN ARC DISTANCE OF TOTA 43 FEET (CHORD BEARING AND DISTANCE OF NORTH 34°-01'-30" WEST, 733.98 FEET), TO TIS POINT OF TANGENCY; THENCE NORTH 37°-31'-30" WEST, 34.39 FEET, ALONG SAID NORTHEASTERLY LINE, TO THE MEAN HIGH WATER LINE OF SISTERS CREEK; THENCE NORTHEASTERLY, LINE, TO THE MEAN HIGH WATER LINE OF SISTERS CREEK; THENCE NORTHEASTERLY, LINE, TO THE MEAN HIGH WATER LINE OF SISTERS CREEK; THENCE NORTHEASTERLY, SOUTHERLY EASTERLY AND SOUTHERLY, 1370 FEET, MORE OR LESS, ALONG SAID MEAN HIGH WATER LINE, TO ITS INTERSECTION WITH THE WEST LINE OF SAID ISLAND NO. 15; THENCE SOUTH O1'-27'-55" EAST, 479.72 FEET, ALONG THE WEST LINE OF SAID ISLAND NO. 15, TO THE POINT OF BEGINNING.

TRACT 6:

PART OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 4 INCH SQUARE CONCRETE MONUMENT AT THE MOST SOUTHERLY CORNER OF ISLAND NO. 15, AS DESCRIBED IN PARCEL 3 AS PER DEED RECORDED IN OFFICIAL RECORDS VOILIME 2116, PAGE 566 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 89°02'33" EAST, 988.03 FEET, TO A POINT IN THE WEST LINE OF THE LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 6753, PAGE 1503; THENCE SOUTH 04°29'56" WEST, 1282.26 FEET, ALONG THE LAST MENTIONED LINE, TO THE NORTHERLY LINE OF HECKSCHER DIVE, BEING IN A CURVE, CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1709.859 FEET; THENCE AROUND AND ALONG SAID CURVE AND THE NORTHEAST AND HAVING A RADIUS OF 1709.859 FEET; THENCE AROUND AND ALONG SAID CURVE AND THE NORTHERLY LINE OF 5AID HECKSCHER DRIVE, THROUGH A CENTRAL ANGLE OF 46°27'20", AN ARC DISTANCE OF 1386.36 FEET (CHORD BEARING AND DISTANCE OF NORTH 53°45'10" WEST; 1348.70 FEET), TO ITS POINT OF TANGENCY; THENCE CONTINUE ALONG THE NORTHERLY LINE OF SAID HECKSCHER DRIVE, NORTH 30°31'30" WEST, 737.50 FEET, TO THE SOUTHERLY LINE OF THE LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS VOLUME 413, PAGE 175; THENCE NORTH 22'13'00" EAST, 307.52 FEET, ALONG SAID SOUTHERLY LINE, TO AN ANGLE POINT; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, TO AN ANGLE POINT; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, TO AN ANGLE POINT; THENCE CONTINUE ALONG SAID SOUTHERLY LINE, TO AN ANGLE POINT; IN THE WEST LINE OF SAID ISLAND NO. 15; THENCE SOUTH 01°23'22" EAST, 330.00 FEET, ALONG THE WEST LINE OF SAID ISLAND NO. 15; THENCE SOUTH 58°275" EAST, 331.00 FEET, ALONG THE WEST LINE OF SAID ISLAND NO. 15; THENCE SOUTH 58°275" EAST, 331.00 FEET, ALONG A SOUTHERLY LINE OF SAID ISLAND NO. 15; THENCE SOUTH 58°275" EAST, 331.00

LESS AND EXCEPT THE LANDS CONVEYED IN WARRANTY DEED, RECORDED APRIL 27, 2006 IN D.R. BOOK 13225, PAGE 58, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Attachment B Page 22 of 26 Pages SSLL No. 161008809 A PORTION OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF ISLAND NO. 15, AS DESCRIBED IN PARCEL 3, AS DESCRIBED AND RECORDS DIA OFFICIAL RECORDS VOLUME 2116, PAGE 566 OF THE CURRENT PUBLIC RECORDS OF AFORESAID COUNTY; THENCE NORTH 89°02'33" EAST, 607.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°02'33" EAST, 380.12 FEET TO A POINT IN THE WEST LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 6733, PAGE 1503 OF SAID PUBLIC RECORDS THENCE SOUTH 04°29'56" WEST, LANDS SAID WEST LINE, A DISTANCE OF 1282.25 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HEXCSCHER DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY AT THIS LOCATION), SAID RIGHT-OF-WAY LINE BEING THE ARC OF A CURVE LEADING WESTERLY; THENCE ALONG AND AROUND THE ARC OF SAID CURVE LEADING WESTERLY, BEING CONCAVE NORTHERLY, AND HAVING A RADIUS OF 1709.86 FEET, A CENTRAL ANGLE OF 13°09'44", AN ARC DISTANCE OF 392.80 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°23'57" WEST, 391.94 FEET TO A POINT OF SAID CURVE AND NORTHERLY RIGHT-OF-WAY LINE; THENCE ELORS SAID RIGHT-OF-WAY LINE NORTH 04°29'56" EAST, PARALLEL TO SAID WEST LINE OF OFFICIAL RECORDS VOLUME 6753, PAGE 1503, A DISTANCE OF 1144.00 FEET TO THE POINT OF BEGINNING.

PARCEL B

THOSE PARTS OF SECTION TWENTY-FIVE (25) AND/OR TWENTY-SIX (26), TOWNSHIP ONE (1), SOUTH, RANGE TWENTY-EIGHT (28) EAST, ACCORDING TO PLAT OF THAT PART OF SAID TOWNSHIP LYING NORTH OF THE ST. JOHNS RIVER, APPROVED BY FRED C. ELLIOT, CHIEF DRAINAGE ENGINEER OF THE STATE OF FLORIDA IN MAY 1945 AND ON FILE IN THE OFFICE OF THE COMMISSIONER OF AGRICULTURE OF THE STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STATE ROAD MONUMENT, MONUMENTING THE P.C. OF A CURVE SITUATE IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE, STATE ROAD NO. 105 (A 400 FOOT RIGHT OF WAY AS NOW ESTABLISHED) SAID P.C. BEING SITUATE NINERTY-NINE (99) FEET, MORE OR LESS, SOUTHEASTERLY FROM THE SOUTHEASTERLY BANK OF SISTERS CREEK AND/OR THE INTERCOASTAL WATERWAY AS MEASURED ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE; THENCE NORTH THIRITY-SEVEN (37) DEGREES THIRITY-ONE (31) MINUTES THIRITY (30) SECONDS WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE; NINETY-NINE (99) FEET, MORE OR LESS, TO THE WATERS OF SAID SISTERS CREEK FOR POINT OF BEGINNING; THENCE SOUTH THIRITY-SEVEN (37) DEGREES THIRITY-ONE (31) MINUTES THIRITY (30) SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE, NINETY-NINE (99) FEET, MORE OR LESS TO THE AFOREMENTIONED P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF FIVE THOUSAND FIVE HUNDRED TWENTY-NINE AND FIFTY-EIGHT HUNDREDTHS (5529.58) FEET; THENCE AROUND AND ALONG THE CURVED SOUTHWESTERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE, SOUTH THIRITY-FOUR (34) DEGREES FORTY-SIX (46) MINUTES FORTY-TWO (42) SECONDS EAST, FIVE HUNDRED THIRITY AND ONE HUNDREDTHS (530.01) FEET (CHORD DISTANCE AND BEARING) TO THE NORTHWESTERLY RIGHT OF WAY LINE OF MYRTLE DRIVE (A 60-FOOT PROPOSED RIGHT OF WAY); THENCE SOUTH THIRITY-END ONE HUNDREDTHS (533.01) FEET (CHORD DISTANCE AND BEARING) TO THE NORTHWESTERLY RIGHT OF WAY LINE OF MYRTLE DRIVE, SIX HUNDRED FORTY-THREE AND FIFTY HUNDREDTHS (633.50) FEET TO THE CURVED ONE HUNDRED FIFTY HUNDREDTHS (530.01) FEET (CHORD DISTANCE AND BEARING) TO THE NORTHWESTERLY RIGHT OF WAY LINE OF MYRTLE DRIVE, SIX HUNDRED FORTY-THREE AND FIFTY HUNDREDTHS (635.50). FEET TO THE CURVED NORTHEASTERLY RIGHT OF WAY LINE OF MYRTLE DRIVE, SIX HUNDRED FORTY-THREE AND FIFTY HUNDREDTHS (643.50) FEET TO THE CURVED NORTHEASTERLY RIGHT OF WAY LINE OF MYRTLE DRIVE, SIX HUNDRED FORTY-THREE AND FIFTY HUNDREDTHS (649.50) FEET TO THE CURVED NORTHEASTERLY RIGHT O

Attachment B Page 23 of 26 Pages SSLL No. 161008809 DESCRIBED IN OFFICIAL RECORDS BOOK 1736, PAGE 492, A DISTANCE OF FIVE HUNDRED ELEVEN AND THIRTY-SEVEN HUNDREDTHS (511.37) FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTH SEVENTY-NINE (79) DEGREES FORTY-EIGHT (48) MINUTES TWENTY-FIVE (25) SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1736, PAGE 492, A DISTANCE OF TWO HUNDRED FORTY-THREE (243) FEET, MORE OR LESS, TO THE WATERS OF SAID SISTERS CREEK, THENCE NORTHEASTERLY ALONG THE WATERS OF SISTERS CREEK AND FOLLOWING THE MEANDERINGS THEREOF, FIVE HUNDRED FIFTY-FIVE (555) FEET, MORE OR LESS TO THE POINT OF BEGINNING.

TRACT 7:

PART OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 28 EAST, ACCORDING TO PLAT OF THAT PART OF SAID TOWNSHIP LYING NORTH OF THE ST. JOHNS RIVER, APPROVED BY FRED C. ELLIOT, CHIEF DRAINAGE ENGINEER OF THE STATE OF FLORIDA IN MAY, 1945, AND ON FILE IN THE OFFICE OF THE COMMISSIONER OF AGRICULTURE OF THE STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN DEED RECORDED IN DEED BOOK 546, PAGES 230 AND 231, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID POINT BEING LOCATED IN THE NORTHERLY RIGHT OF WAY LINE OF OLD HECKSCHER DRIVE (A 100 FOOT RIGHT OF WAY) 213 FEET, MORE OR LESS, EASTERLY FROM THE EASTERLY BANK OF SISTERS CREEK; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHERLY RIGHT OF WAY LINE LOCATED IN A LINE DRAWN PARALLEL TO AND 100 FEET EASTERLY FROM THE EASTERLY BOUNDARY OF SAID LANDS DESCRIBED IN SAID DEED RECORDED IN DEED BOOK 546, PAGES 230-231, OF SAID RECORDS; RUN THENCE NORTH 10 DEGREES 11 MINUTES 35 SECONDS EAST, 100 FEET DISTANT FROM AND PARALLEL TO AND 200 FEET MORE CRESS, DISTANT, WHICH WOULD BE LOCATED IN A LINE DRAWN PARALLEL TO AND 200 FEET MORTHERLY FROM THE NORTHERLY EXTENSION THEREOF TO A POINT 500 FEET MORE OR LESS, DISTANT, WHICH WOULD BE LOCATED IN A LINE DRAWN PARALLEL TO AND 200 FEET NORTHERLY FROM THE NORTHERLY LINE OF THE LANDS DESCRIBED IN DEED RECORDED IN DEED BOOK 1608, PAGES 199 AND 200 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; RUN THENCE NORTH 179 DEGREES 48 MINUTES 25 SECONDS WEST ALONG SAID LINE DRAWN 200 FEET NORTHERLY FROM AND PARALLEL WITH SAID NORTHERLY LINE OF SAID LANDS DESCRIBED IN DEED RECORDED IN DEED BOOK 1608, PAGES 199 AND 200, TO THE EASTERLY BANK OF SISTERS CREEK; RUN THENCE SOUTHWESTERLY ALONG SAID EASTERLY BANK OF SISTERS CREEK; RUN THENCE SOUTHWESTERLY ALONG SAID EASTERLY BANK OF SISTERS CREEK; RUN THENCE SOUTH THE MEANDERLINGS THEREOF TO THE POINT OF INTERSECTION OF SAID BANK WITH SAID NORTHERLY LINE OF FAID LANDS DESCRIBED IN DEED ROOK 1608, PAGES 199 AND 200, TO THE EASTERLY BANK OF SISTERS CREEK; RUN THENCE SOUTH 79 DEGREES 48 MINUTES 25 SECONDS WEST 300.82 FEET ALONG THE NORTHERLY LINE OF THE LANDS LAST AFORESAID TO THE NORTHERSTERLY MOST CORNER THEREOF; RUN THENCE SOUTH 79 DEGREES 48 MINUTES 25 SECONDS WEST 300.82 FEET ALONG THE RESTERLY LINE OF FALL LANDS DESCRIBED IN DEED BOOK 1608, PAGE 199, AND 546, PAGE

TRACT 8:

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, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF TANGENCY AT THE EASTERLY END OF CURVE NO. 33 ON THE NORTHERLY RIGHT OF WAY LINE OF MCKENNA DRIVE (FORMERLY HECKSCHER DRIVE) (A 100-FOOT RIGHT OF WAY AS DESCRIBED IN DEED FROM THE NORTH SHORE CORPORATION TO THE STATE OF FLORIDA, AND RECORDED IN DEED BOOK 1015, PAGE 54 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY), SAID CURVE NO. 33 HAVING A RADIUS OF 1960.08 FEET AND BEING CONCAVE TO THE SOUTHWEST; THENCE AROUND AND ALONG SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MCKENNA DRIVE, NORTH 57°59'18" WEST 426.36 FEET (CHORD BEARING AND DISTANCE) TO ITS INTERSECTION WITH THE

Attachment B Page 24 of 26 Pages SSLL No. 161008809 SOUTHEASTERLY RIGHT OF WAY LINE OF MYRTLE DRIVE (A 60-FOOT PRIVATE RIGHT OF WAY); THENCE NORTH 38°43°01" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MYRTLE DRIVE, 506.53 FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD \$105 AND/OR HECKSCHER DRIVE (A 400-FOOT RIGHT OF WAY AS NOW ESTABLISHED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA), SAID SOUTHERLY RIGHT OF WAY LINE BEING A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 5529.578; THENCE AROUND AND ALONG SAID CURVE, SOUTH 30°56'51" EAST, 81.65 FEET (CHORD BEARING AND DISTANCE) TO THE P.T. OF SAID CURVE; THENCE SOUTH 30°31'30" EAST AND CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD \$105, 1201.53 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET; THENCE AROUND AND ALONG SAID CURVE AND CONTINUING ALONG SAID RIGHT OF WAY LINE OF STATE ROAD \$105, SOUTH 48°52'25" WEST, 98.29 FEET (CHORD BEARING AND DISTANCE) TO THE P.T. OF SAID CURVE AND A POINT SITUATE IN SAID NORTHERLY RIGHT OF WAY LINE OF MCKENNA DRIVE; THENCE NORTH 51°43'40" WEST ALONG BEGINNING.

RACT 9:

THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PART OF SECTIONS TWENTY-FIVE (25) AND TWENTY-SIX (26), TOWNSHIP ONE (1) SOUTH, RANGE TWENTY-EIGHT (28) EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF TANGENCY AT THE EASTERLY END OF CURVE NO. 33, ON THE NORTHERLY RIGHT OF WAY LINE OF MCKENNA DRIVE (FORMERLY HECKSCHER DRIVE) (A 100-FOOT RIGHT OF WAY AS DESCRIBED IN DEED FROM THE NORTH SHORE CORPORATION TO THE STATE OF FLORIDA, AND RECORDED IN DEED BOOK 1015, PAGE 54 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY), SAID CURVE NO. 33 HAVING A RADIUS OF ONE THOUSAND NINE HUNDRED SIXTY AND EIGHT HUNDREDTHS (1,960.08) FEET AND BEING CONCAVE TO THE SOUTHWEST; THENCE AROUND AND ALONG SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MCKENNA DRIVE, NORTH FIFTY-SEVEN (57) DEGREES, FIFTY-EIGHT (58) MINUTES, EIGHTEEN (18) SECONDS WEST, FOUR HUNDRED TWENTY-SIX AND THERTY-SIX HUNDREDTHS (426.36) EFET (CHORD BEARING AND DISTANCE) TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF MYRTLE DRIVE (A 60-FOOT PRIVATE RIGHT OF WAY) FOR A POINT OF BEGINNING; THENCE NORTH THIRTY-EIGHT (38) DEGREES, FORTY-THREE (43) MINUTES, ONE (01) SECOND EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF MYRTLE DRIVE (A 60-FOOT PRIVATE RIGHT OF WAY LINE OF MYRTLE DRIVE, SIX HUNDRED SIX AND FIFTY-THREE HUNDREDTHS (606.53) FEET TO ITS INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 105 AND/OR HECKSCHER DRIVE (A 400-FOOT RIGHT OF WAY LINE OF STATE ROAD NO. 105 AND/OR HECKSCHER DRIVE (A 400-FOOT RIGHT OF WAY AS NOW ESTABLISHED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF FLORIDA), SAID SOUTHERLY RIGHT OF WAY LINE BEING CURVE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF FIVE THOUSAND, FIVE HUNDRED TWENTY-NINE AND FIVE HUNDRED TARD HAVING A RADIUS OF FORTH THIRTY-EIGHT (33) DEGREES, FORTH-THREE (43) MINUTES, ONE (03) SECOND WEST, SIXTY-THREE AND SIXTY-NINE HUNDREDTHS (63.69) FEET (CHORD BEARING AND DISTANCE); THENCE SOUTH THIRTY-EIGHT (38) DEGREES, FORTH-THREE (43) MINUTES, ONE (03) SECOND WEST, ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF MYRILE DRIVE, SIX HUNDRED FORY-THREE AND FITY HUNDREDTHS (643.50) FEET (CHORD BEARING AND DISTANCE); THENCE SOUTH THIRTY-EIGHT (38) DEG

TRACT 10:

BEGINNING AT A POINT ON THE EAST BANK OF SISTERS CREEK FIFTY FEET (50') NORTH FROM THE

Attachment B Page 25 of 26 Pages SSLL No. 161008809 CENTER LINE OF HECKSCHER DRIVE, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 13, PAGE 1, PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID POINT BEING MARKED BY AN IRON PIPE; RUN THENCE TWO HUNDRED AND SIX AND THIRTY-FIVE HUNDREDTHS (206.35) FEET IN AN EASTERLY DIRECTION AND PARALLEL TO THE CENTER LINE OF SAID HECKSCHER DRIVE TO AN IRON PIPE, SAID IRON PIPE BEING FIFTY FEET (50°) NORTH OF THE CENTER LINE OF SAID HECKSCHER DRIVE; TO AN IRON PIPE, SAID IRON PIPE BEING FIFTY FEET (50°) NORTH OF THE CENTER LINE OF SAID HECKSCHER DRIVE; RUN THENCE NORTH EIGHT DEGREES, FORTY-TWO MINUTES, FIVE SECONDS (8°42'5') EAST TWO HUNDRED (200) FEET TO AN IRON PIPE; RUN THENCE IN A WESTERLY DIRECTION AND AT A RIGHT ANGLE TO THE LAST LINE AFORESAID TO AN IRON PIPE ON THE EAST BANK OF SISTERS CREEK, FOLLOWING ITS MEANDERINGS, TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 26, OF TOWNSHIP 1 SOUTH, RANGE 28 EAST;

TRACT 11:

PART OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 28 EAST, ACCORDING TO PLAT OF THAT PART OF SAID TOWNSHIP LYING NORTH OF THE ST. JOHNS RIVER APPROVED BY FRED C. ELLIOT, CHIEF DRAINAGE ENGINEER OF THE STATE OF FLORIDA, IN MAY, 1945, AND ON FILE IN THE OFFICE OF THE COMMISSIONER OF AGRICULTURE OF THE STATE OF FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN DEED BOOK 546, PAGES 230 AND 231, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT BEING LOCATED IN THE NORTHERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE (A 100 FOOT RIGHT OF WAY) 213 FEET MORE OR LESS EASTERLY FROM THE EASTERLY BANK OF SISTERS CREEK; THENCE NORTH 10 DEGREES 11 MINUTES 35 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 546, PAGES 230 AND 231, 200.82 FEET TO THE NORTHEASTERLY CORNER THEREOF FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 10 DEGREES 11 MINUTES 35 SECONDS EAST ON A NORTHERLY PROLONGATION OF SAID EASTERLY LINE OF THE LANDS DESCRIBED IN DEED BOOK 546, PAGES 230 AND 231, 100 FEET; THENCE NORTH 79 DEGREES 48 MINUTES 25 SECONDS WEST AND PARALLEL TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN DEED BOOK 546, PAGES 230, AND 231, 212 FEET MORE OR LESS TO SAID EASTERLY BANK OF SISTERS CREEK; THENCE SOUTHWESTERLY ALONG SAID EASTERLY BANK OF SISTERS CREEK; THENCE SOUTHWESTERLY ALONG SAID EASTERLY BANK OF SISTERS CREEK; THENCE SOUTHWESTERLY ALONG SAID EASTERLY BANK OF SISTERS CREEK; THE MEANDERINGS THEREOF 103 FEET, MORE OR LESS TO SAID NORTHERLY LINE OF THE LANDS DESCRIBED IN DEED BOOK 546, PAGES 230 AND 231; THENCE SOUTH 79 DEGREES 48 MINUTES 25 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE LANDS DESCRIBED IN DEED BOOK 546, PAGES 230 AND 231; THENCE SOUTH 79 DEGREES 48 MINUTES 25 SECONDS EAST ALONG SAID NORTHERLY LINE OF THE LANDS DESCRIBED IN DEED BOOK 546, PAGES 230 AND 231, 240 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Tax Identification Numbers: 160830-0215; 160830-0350; 160830-1000; and 160872-0200.

Attachment B Page 26 of 26 Pages SSLL No. 161008809

MAP SHOWING A SKETCH AND DESCRIPTION OF:

PROJECT LOCATION

PROJECT LOCATION

Colorindo Creek

Creek

Chicopit Bay

Chicopit Bay

Chicopit Bay

NOT TO SCALE

SURVEY NOTES

NOTE: THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWESTERLY RIGHT OF WAY LINE OF MYRTLE DRIVE, AS BEING S 38'39'20" W (ASSUMED).
- 2. INFORMATION SHOWN HEREON BASED ON PREVIOUS SURVEY BY HARBOR ENGINEERING.
- 3. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND IN TENTHS AND ARE BASED ON THE U.S. SURVEY FOOT
- 4. A TITLE COMMITMENT HAS NOT BEEN PROVIDED.
- 5. NO INTERIOR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE NOTED.
- 6. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 7. THE CONCRETE DOCKS WERE NOT LOCATED OR FIELD VERIFIED BY THIS FIRM.
- 8. THE MEAN HIGH WATER LINE IS LOCATED AS INSTRUCTED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING, APPROVAL FORM DATED: AUGUST 9, 2010. AT ELEVATION 1.41 NAVD 1988, AND IS ESTABLISHED FROM THE INTERPOLATION POINT No. 6015. SUPPORTING BENCHMARK "W 325", A FLORIDA DEPARTMENT OF TRANSPORTATION MONUMENT HAVING A PUBLISHED ELEVATION OF 22.76 FEET, NAVD 1988.
- 9. ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88).

LEGEND

O.R.V. OFFICIAL RECORDS VOLUME PG. PAGE FND FOUND

CERTIFIED TO

JOHN K. MAFFETT

Date:

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA BAE SYSTEMS JACKSONVILLE SHIP REPAIR LLC

FOR: BAE SYSTEMS JACKSONVILLE SHIP REPAIR LLC

ARC SURVEYING & MAPPING, INC.



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

DRAWN BY:

02-07-22

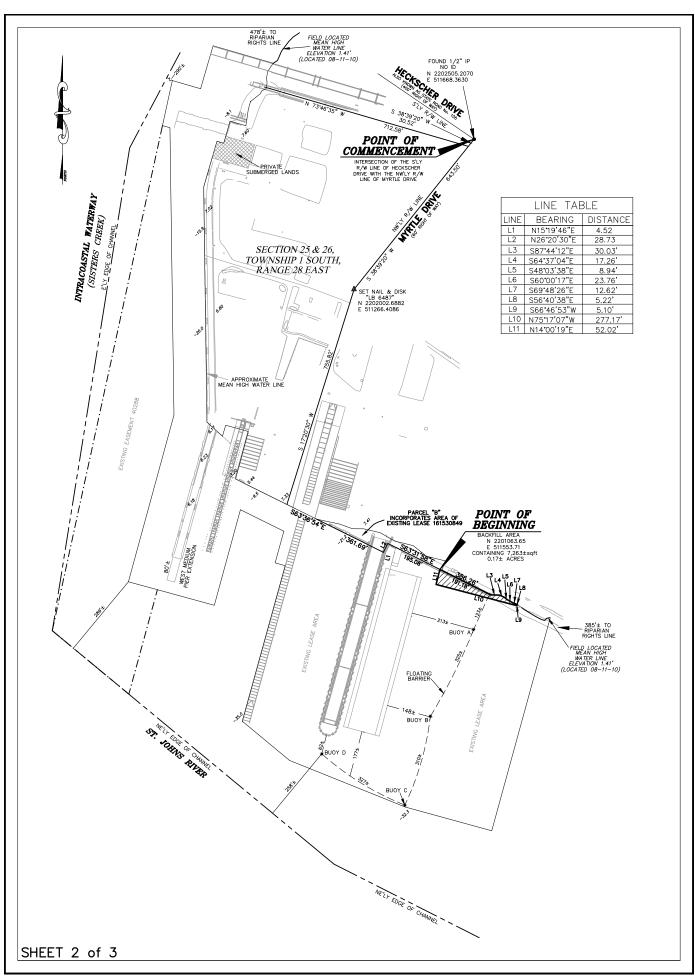
FIELD BOOK & PAGE

JOB NO. 06-12-08 21-073 A-21-073

SHEET 1 of 3

NOT VALID WITHOUT EMBOSSED SEAL.

Florida Registration Certificate No. 6951



MAP SHOWING A SKETCH AND DESCRIPTION OF:

(SUBMERGED LANDS - BACKFILL AREA)

A PART OF THE SUBMERGED LANDS OF THE ST. JOHNS RIVER LYING SOUTHERLY OF THE NORTHERLY BANK THEREOF, TOGETHER WITH A PART OF THE SUBMERGED LANDS OF THE INTRACOASTAL WATERWAY (SISTERS CREEK) LYING WESTERLY OF THE EASTERLY BANK THEREOF, AND ADJACENT TO THE UPLANDS OF SECTION 25 AND 26, TOWNSHIP 1 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF HECKSCHER DRIVE (STATE ROAD No. 105, A 400 FOOT RIGHT OF WAY AS NOW ESTABLISHED) WITH THE NORTHWESTERLY RIGHT OF WAY LINE OF MYRTLE DRIVE (A 60 FOOT PRIVATE RIGHT OF WAY); THENCE SOUTH 38"39"20" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 643.50 FEET; THENCE SOUTH 17"20"30" WEST, 755.82 FEET TO AN INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE ST. JOHNS RIVER, HAVING AND ELEVATION OF 1.41 FEET; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING COURSES AND DISTANCES; THENCE SOUTH 63"36"54" EAST, 361.69 FEET; THENCE NORTH 15"9"46" EAST, 4.52 FEET; THENCE NORTH 26"20"30" EAST, 28.73 FEET; THENCE SOUTH 63"31"58" EAST, 195.08 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING COURSES AND DISTANCES; THENCE SOUTH 63'31'58" EAST, 191.18
FEET; THENCE SOUTH 87'44'12" EAST, 30.03 FEET; THENCE SOUTH 64'37'04" EAST, 17.26 FEET; THENCE SOUTH 48'03'38" EAST, 8.94
FEET; THENCE SOUTH 60'00'17" EAST, 23.76 FEET; THENCE SOUTH 69'48'26" EAST, 12.62 FEET; THENCE SOUTH 56'40'38" EAST, 5.22
FEET; THENCE SOUTH 66'46'53" WEST, DEPARTING SAID MEAN HIGH WATER LINE, 5.10 FEET; THENCE NORTH 75'17'07" WEST, 277.17 FEET;
THENCE NORTH 14'00'19 EAST, 52.02 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED LAND CONTAINS 7,263 SQUARE FEET, OR 0.17 ACRES MORE OR LESS.

SHEET 3 of 3