



LAKE JACKSONVILLE LAKE LOT BID AND LEASE PROCESS

1. You are bidding to enter into a 99-year leasehold with the City of Jacksonville, Texas. (Sample of lease, warranty deed, plat with flood plain indicated, and Lake Jacksonville rules and regulations are attached in our bid packet. Please review them closely.) The packet is available for download on GovDeals.com at the link below.
2. Per Lake Jacksonville rules individuals may only lease (2) lots while an entity is limited to (3) lots.
3. While public water will be available to all lots, on site sewer will need to be installed on each lot.
4. By placing a bid on govdeals.com you are agreeing to all the terms and conditions contained in the bid packet.
5. Go to this link <https://www.govdeals.com/jacksonvillerealestate> it will take you to the City of Jacksonville's real estate bid page on GovDeals.com
6. Choose the lot you wish to bid on. Minimum bid on each lot is \$100,000. There is a 4% buyer's premium to be paid by the winning bidder at closing.
7. Place your bid and follow the wiring instructions to submit your \$1,000 deposit with GovDeals. (This deposit will be refunded at the end of the auction to both winning and non-winning bidders.) The single deposit of \$1,000 will qualify a bidder to bid on multiple lots.
8. You can monitor the bids and raise your bid if you choose.
9. The auction will stay open for 6 weeks but will extend in three (3) minute increments if bids are still coming in at the end.
10. The winning bids will be presented to the City Council of The City of Jacksonville for examination and review at the next city council meeting following the close of the auction.
11. Once the bids are accepted by Council, the winning bidder will, no later than 7 days after Council's acceptance, enter into an unimproved real estate contract for a leasehold property with the City of Jacksonville.
12. Upon execution of the contract, the winning bidder will deposit, in escrow, 5% of the total winning bid with the City of Jacksonville. This will be credited to the total purchase price at closing.
13. Winning bidder will have 21 days to obtain financing.
14. Closing will be within 60 days after the execution date of the real estate contract.
15. Winning bidder will pay all closing costs to include the following which will be divided evenly among each of the seven lots:
 - a. Replat Costs \$1,255 each lot
 - b. Re-staking Costs \$100 each lot
 - c. Septic system approval process costs \$152 each lot
 - d. Water line extension costs \$7,400 each lot
16. The City of Jacksonville will supply an existing plat to the winning bidder. If the winning bidder wishes to obtain a new survey it will at the bidder's expense. There will be ten



feet utility easements on the south end of each lot adjacent to CR 3108 and on each side property line. These are to provide utilities to the property. An exhibit showing these easements is included in the packet.

17. The City of Jacksonville will not pay for an owner's or lender's title policy but the bidder may obtain one at their expense. The winning bidder, who chooses to obtain a title policy, will be required to use either Cherokee Title or Attorney's title each located in Jacksonville, Texas.
18. The City of Jacksonville will be represented by its in-house attorney. Winning bidder will need to seek and compensate their own attorney if legal representation is desired.
19. The City of Jacksonville will pay a 3% referral fee to any licensed real estate agent who directs a successful bidder to the auction. This is only in the event a bidder is referred by a licensed real estate agreement. The referral agreement is in the packet below. Fill the agreement out and return it to brett.brewer@jacksonvilletx.org prior to the bidder placing their bid.
20. In the event the City of Jacksonville defaults on the contract, the winning bidder may either seek specific performance or receive back said earnest money. In the event Winning Bidder defaults on this contract, the City of Jacksonville may either seek specific performance or keep said earnest money as liquidated damages, thus terminating this contract.
21. The sale of leasehold estate shall be made subject to the following matters, to the extent same are in effect at time:
 - a. Terms, conditions and provisions of a Lease Agreement to be entered by and between the City of Jacksonville, Lessor, and Winning Bidder, Lessee, to be recorded in the Official Public] Records of Cherokee County, Texas.
 - b. Any and all restrictions, set back lines, covenants, conditions, roadways, easements and all outstanding mineral reservations and/or conveyances, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the property

REAL ESTATE REFERRAL AGREEMENT

THE STATE OF TEXAS

COUNTY OF CHEROKEE

Receiving Party: City of Jacksonville
Address: 315 E. Rusk Street, Jacksonville, Texas
Phone: 903-586-3510
Email: brett.brewer@jacksonvilletx.org

Referring Agent/Broker: _____
Company: _____
Address: _____
Phone: _____
Email: _____
Broker license No. _____
Agent License No. _____

Name of Referred Bidder: _____

In the event Referring Agent/Broker refers the successful bidder on any one or more of the following described lots, tracts or parcels of land at either the November, 2022 or December 2022 auctions and the successful bidder closes on the purchase of a leasehold interest on said property from Receiving Party, Referring Agent/Broker shall be entitled to a referral fee, and Receiving Party agrees to pay said referral fee in the amount of 3.00% of the total leasehold sales price.

Property: Any of Lots 1, 2, 3, 4 or 5, Block D, South Shore Subdivision, Lake Jacksonville, Cherokee County, Texas according to the plat thereof recorded in Cabinet C, Slide 356 of the Plat Records of Cherokee County, Texas.

The parties hereby agree that the referral fee shall be fully paid by the Receiving Party no later than 10 business days after the transaction is completed.

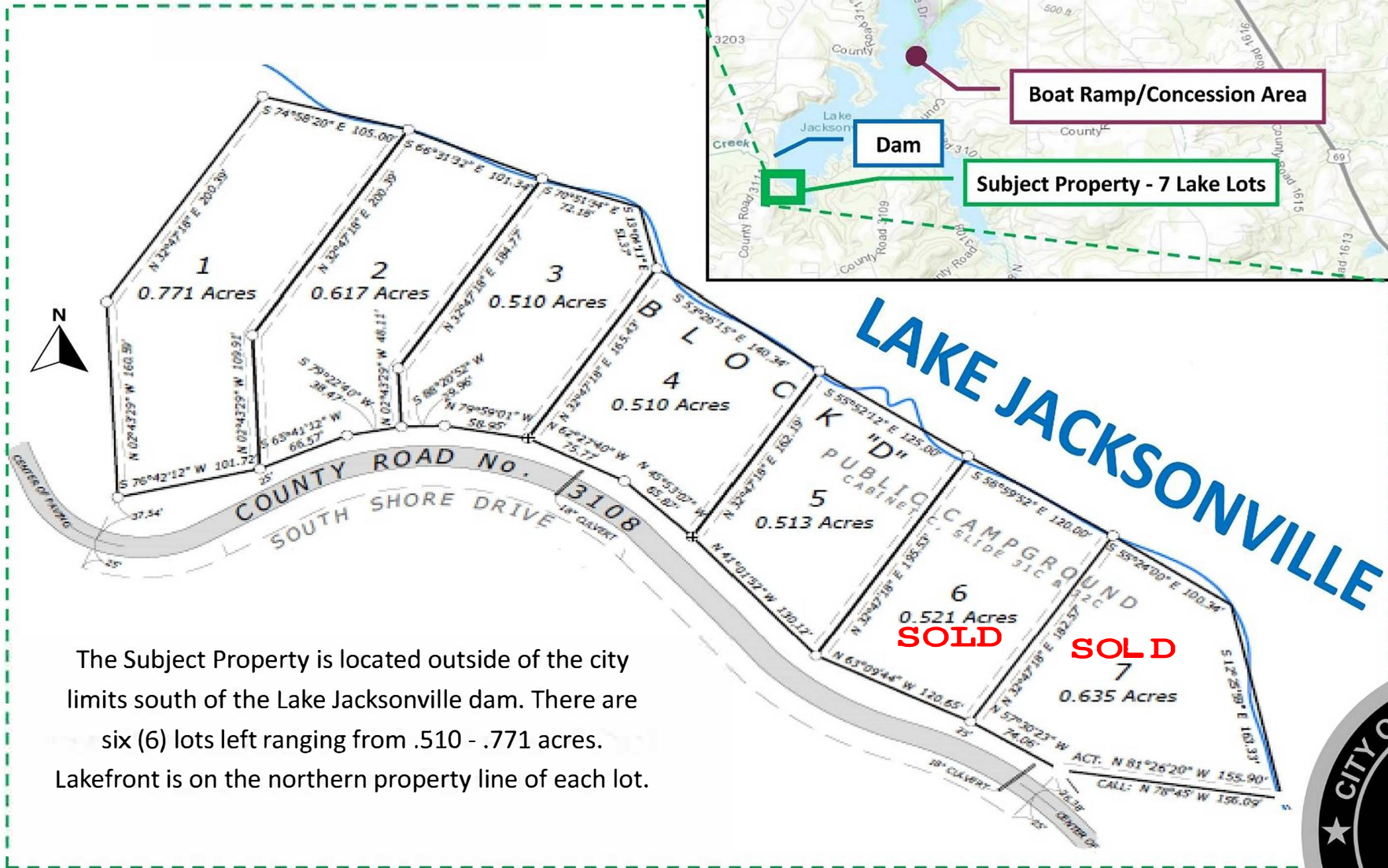
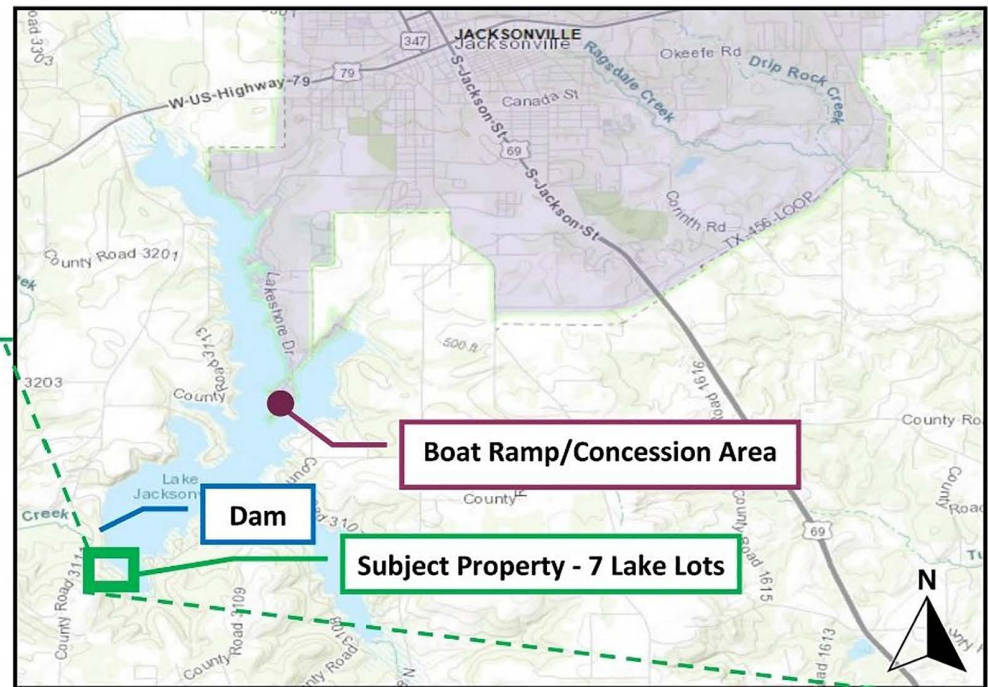
THE CITY OF JACKSONVILLE

By: _____
James Hubbard, City Manager
Receiving Party

Name:
Referring Agent/Broker

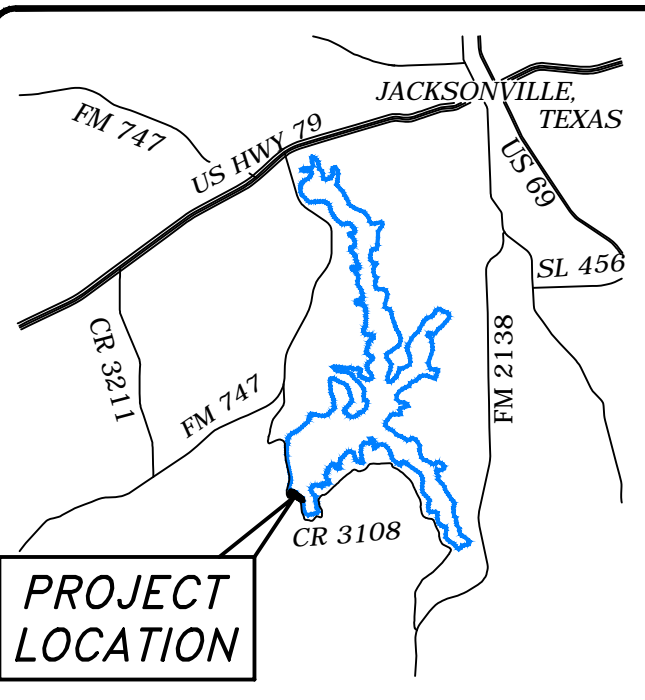
Lake Lot Auction

Location Exhibit
(Not to scale)



The Subject Property is located outside of the city limits south of the Lake Jacksonville dam. There are six (6) lots left ranging from .510 - .771 acres. Lakefront is on the northern property line of each lot.





VICINITY MAP: NOT TO SCALE

WE, THE CITY OF JACKSONVILLE, TEXAS, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF 4.077 ACRES OF LAND SHOWN HEREON AS BLOCK "D" OF SOUTH SHORE SUBDIVISION, BEING PART OF THAT CERTAIN FIRST TRACT: (GUM CREEK LAKE TRACT No. 2) CALLED 128.2 ACRES DESCRIBED IN DEED FROM ROY B. JOHNSON AND IRMA E. JOHNSON TO THE CITY OF JACKSONVILLE, AS RECORDED IN VOLUME 443, PAGE 471 OF THE DEED RECORDS OF CHEROKEE COUNTY, TEXAS, AND BEING PUBLIC CAMPGROUND ON THAT CERTAIN PLAT OF LAKE JACKSONVILLE LOTS, SOUTH SHORE SUBDIVISION, BLOCK "C", PREPARED BY FRANK SPEARY, REGISTERED PUBLIC SURVEYOR No. 777, ON DECEMBER 13, 1971 AND CERTIFIED BY ALAN M. KIRBY REGISTERED PROFESSIONAL LAND SURVEYOR No. 4978, ON OCTOBER 28, 2011, AS SHOWN ON PLAT THEREOF RECORDED IN CABINET C, SLIDE 31C AND 32C OF THE PLAT RECORDS OF CHEROKEE COUNTY, TEXAS, AND DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS LAKE JACKSONVILLE LOTS 1, 2, 3, 4, 5, 6, AND 7, BLOCK "D", SOUTH SHORE SUBDIVISION, AND HEREBY ACCEPT THIS AS OUR PLAN FOR SUBDIVIDING INTO LOTS AND BLOCKS AND DO DEDICATE TO THE PUBLIC FOREVER THE STREETS AND EASEMENTS AS SHOWN. IT IS THE OWNER'S RESPONSIBILITY TO VERIFY EASEMENTS PRIOR TO CONSTRUCTING ANY IMPROVEMENTS. PRELIMINARY PLAT OF 99 YEAR LEASE LOTS APPROVED FOR PLATTING BY CITY COUNCIL AT JUNE 8TH, 2021 MEETING. FINAL PLAT APPROVED ON AUGUST 10, 2021 AT CITY COUNCIL MEETING.

JAMES HUBBARD, CITY MANAGER DATE
JACKSONVILLE, TEXAS

GREG LOWE, CITY SECRETARY DATE
JACKSONVILLE, TEXAS

SURVEYOR'S NOTES.

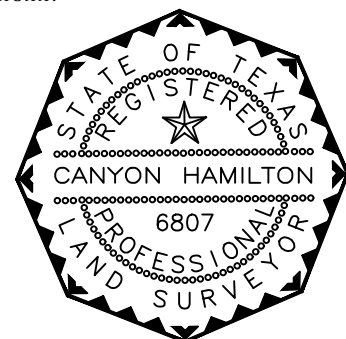
- 1) THE BEARINGS HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM OF 1983, TEXAS CENTRAL, ZONE (4203), NAD83.
- 2) EASEMENTS LISTED HEREON ARE LIMITED TO THOSE PROVIDED IN REPORT PREPARED BY CHEROKEE TITLE COMPANY, FILE NUMBER 65612, ISSUED DATED JULY 8, 2022. THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS.
- 3) IN PROVIDING THIS SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE PROPERTY WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
- 4) BY GEOGRAPHIC PLOTTING A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN (ZONE A - SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD). AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD MAPS. SEE MAP NUMBER 48073C0300D, EFFECTIVE DATE JANUARY 6, 2011.
- 5) THERE MAY BE BURIED UTILITIES ALONG THE MARGINS OF COUNTY ROAD No. 3108.
- 6) ALL MONUMENTS SHOWN HEREON AS FOUND ARE CONTROLLING TO THIS SURVEY.
- 7) FROM THE NORTHWEST CORNER OF LOT 1 OF THIS SUBDIVISION, THE NORTHWEST CORNER OF THE H.C. EVANS SURVEY IS, BY SCALE, NORTH 19° WEST, 840 FEET.
- 8) 6 FOOT SIDE SETBACK LINE SHOWN HEREON ACCORDING TO ORDINANCE NO. 72 ADOPTED MARCH 4, 1958, BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, RECORDED IN VOLUME 478, PAGE 75, OF THE DEED RECORDS, CHEROKEE COUNTY, TEXAS.
- 9) THIS PLAT CREATES 7 SHORELINE LEASE LOTS TOTALING 4.077 ACRES OF LAND ALONG THE RIGHT OF WAY OF COUNTY ROAD No. 3108.
- 10) LEASE LOTS SHOWN HEREON ARE SUBJECT TO RULES AND REGULATIONS GOVERNING LAKE JACKSONVILLE ADOPTED BY THE CITY OF JACKSONVILLE.

I, CANYON HAMILTON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6807, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION DURING THE MONTHS OF FEBRUARY, MARCH, AND APRIL 2022.

GIVEN UNDER MY HAND & SEAL, THIS THE 18TH DAY OF JULY, 2022.

CANYON HAMILTON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6807

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS THE _____ DAY OF _____, 2022 PERSONALLY APPEARED CANYON HAMILTON TO ACKNOWLEDGE WHICH WITNESS MY HAND AND SEAL OF OFFICE.



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, ERIC BARKER, AS THE DESIGNATED ON-SITE SEWAGE FACILITIES INSPECTOR FOR CHEROKEE COUNTY, TEXAS, DO HEREBY CERTIFY THAT I HAVE INSPECTED THIS SUBDIVISION AND FIND IT TO BE ACCEPTABLE FOR ON-SITE SEWAGE FACILITIES FOR EACH LOT.

ON-SITE SEWAGE FACILITIES INSPECTOR DATE

I, _____, AN AUTHORIZED AGENT FOR CRAFT-TURNEY WATER SUPPLY, DO HEREBY STATE THAT WE ARE THE WATER SUPPLIER FOR THE SUBJECT TRACT BEING SUBDIVIDED AS SHOWN HEREON AND THAT THERE IS OR IS NOT ADEQUATE WATER SUPPLY AVAILABLE FOR THE PROPERTY CONTAINED WITHIN THIS SUBDIVISION.

AUTHORIZED AGENT FOR CRAFT-TURNEY WATER SUPPLY DATE

I, _____, AN AUTHORIZED AGENT FOR ONCOR, DO HEREBY STATE THAT WE ARE THE ELECTRICAL POWER SUPPLIER FOR THE SUBJECT TRACT BEING SUBDIVIDED AS SHOWN HEREON AND THAT THERE IS OR IS NOT ADEQUATE ELECTRICAL POWER AVAILABLE FOR THE PROPERTY CONTAINED WITHIN THIS SUBDIVISION.

AUTHORIZED AGENT FOR ONCOR DATE

BEING 4.077 ACRES OF LAND SITUATED IN THE H. C. EVANS SURVEY, ABSTRACT No. 253, CHEROKEE COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN FIRST TRACT: (GUM CREEK LAKE TRACT No. 2) CALLED 128.2 ACRES DESCRIBED IN A DEED FROM ROY B. JOHNSON AND IRMA E. JOHNSON TO THE CITY OF JACKSONVILLE, AS RECORDED IN VOLUME 443, PAGE 471 OF THE DEED RECORDS OF CHEROKEE COUNTY, TEXAS, AND BEING CALLED PUBLIC CAMPGROUND ON THAT CERTAIN PLAT OF LAKE JACKSONVILLE LOTS, SOUTH SHORE SUBDIVISION, BLOCK "C", AS PREPARED BY FRANK SPEARY, REGISTERED PUBLIC SURVEYOR No. 777, ON DECEMBER 13, 1971 AND CERTIFIED BY ALAN M. KIRBY, REGISTERED PROFESSIONAL LAND SURVEYOR No. 4978, ON OCTOBER 28, 2011, AS SHOWN ON PLAT THEREOF RECORDED IN CABINET C, SLIDE 31C & 32C OF THE PLAT RECORDS OF CHEROKEE COUNTY, TEXAS, SAID 4.077 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" SQUARE STEEL ROD FOUND AT THE SHORELINE OF LAKE JACKSONVILLE, AND BEING AT THE NORTHEAST CORNER OF BLOCK "C" ON THE ABOVE REFERENCED PLAT, AND BEING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED BLOCK "D";

THENCE NORTH 81°26'20" WEST, FOR A DISTANCE OF 155.90 FEET TO A 1/2" SQUARE STEEL ROD FOUND 26.38 FEET FROM THE CENTER OF PAVING OF COUNTY ROAD No. 3108, SHOWN AS SOUTH SHORE DRIVE ON THE ABOVE MENTIONED PLAT, AND BEING AT THE NORTHWEST CORNER OF THE ABOVE REFERENCED BLOCK "C", AND BEING AT THE LOWER SOUTHWEST CORNER OF THE HEREIN DESCRIBED BLOCK "D";

THENCE WITH THE OCCUPIED EAST RIGHT OF WAY OF SAID ROAD AS FOLLOWS:

- NORTH 57°30'23" WEST, FOR A DISTANCE OF 74.06 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
- NORTH 63°09'44" WEST, FOR A DISTANCE OF 120.65 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
- NORTH 41°01'52" WEST, FOR A DISTANCE OF 130.12 FEET TO STEEL SPIKE WITH MAGNET SET AT 25.00 FEET FROM CENTER OF PAVING;
- NORTH 45°53'07" WEST, FOR A DISTANCE OF 65.87 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
- NORTH 62°27'40" WEST, FOR A DISTANCE OF 75.77 FEET TO A STEEL SPIKE WITH MAGNET SET AT 25.00 FEET FROM CENTER OF PAVING;
- NORTH 79°59'01" WEST, FOR A DISTANCE OF 58.95 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
- SOUTH 88°20'52" WEST, FOR A DISTANCE OF 29.96 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
- SOUTH 79°22'40" WEST, FOR A DISTANCE OF 38.47 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
- SOUTH 65°41'12" WEST, FOR A DISTANCE OF 66.57 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET AT 25.00 FEET FROM CENTER OF PAVING;
- SOUTH 76°42'12" WEST, FOR A DISTANCE OF 101.72 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET AT 37.54 FEET FROM CENTER OF PAVING, AND BEING AT THE UPPER SOUTHWEST CORNER OF THE HEREIN DESCRIBED BLOCK "D";

THENCE OVER AND ACROSS THE ABOVE MENTIONED FIRST TRACT: (GUM CREEK LAKE TRACT No. 2) CALLED 128.2 ACRES AS FOLLOWS:

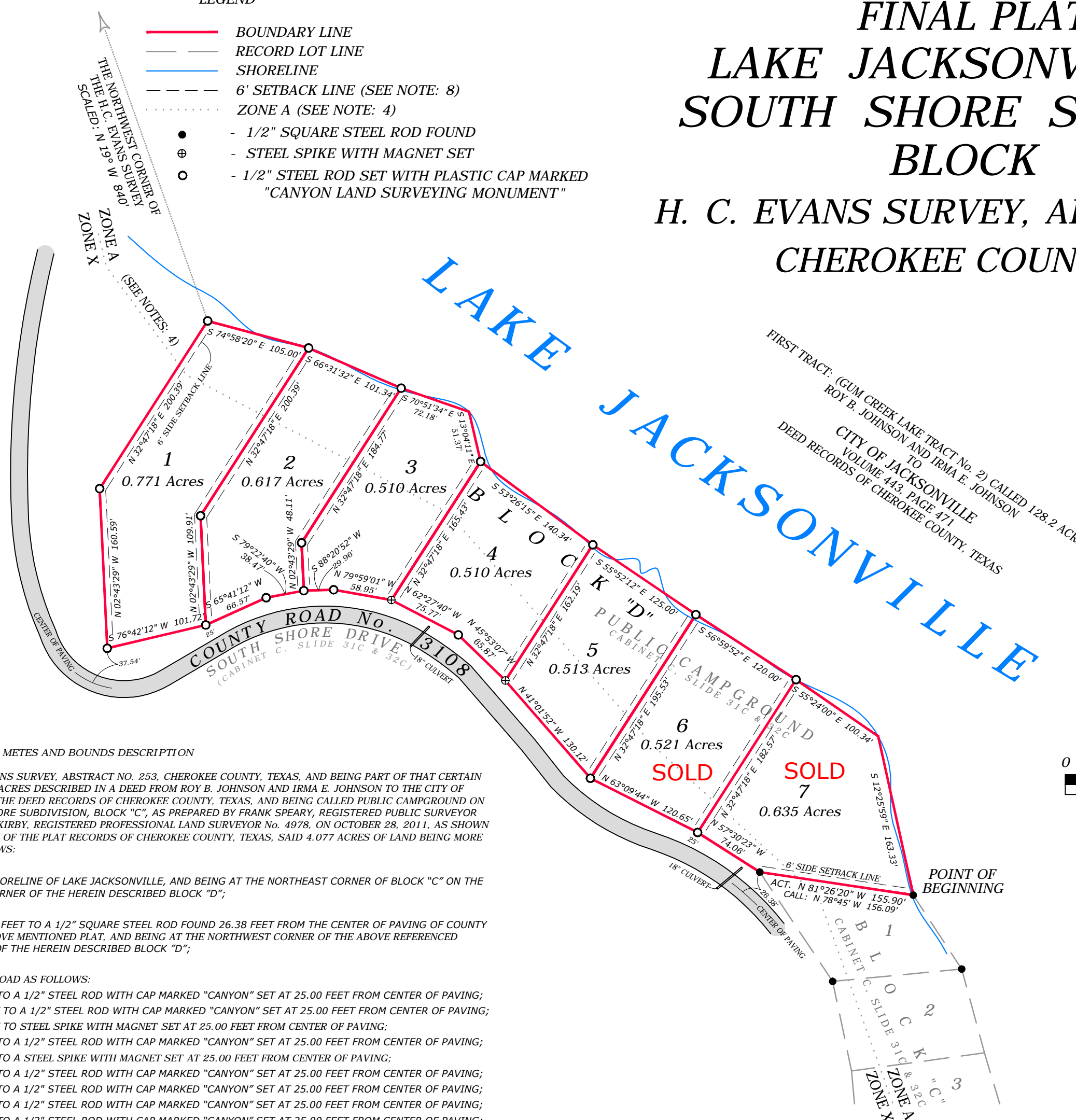
- NORTH 02°43'29" WEST, FOR A DISTANCE OF 160.59 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET;
- NORTH 32°47'18" EAST, FOR A DISTANCE OF 200.39 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET NEAR THE SHORELINE OF LAKE JACKSONVILLE, AND BEING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED BLOCK "D";

THENCE WITH THE SHORELINE OF LAKE JACKSONVILLE AS FOLLOWS:

- SOUTH 74°58'20" EAST, FOR A DISTANCE OF 105.00 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET;
- SOUTH 66°31'32" EAST, FOR A DISTANCE OF 101.34 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET;
- SOUTH 70°51'34" EAST, FOR A DISTANCE OF 72.18 FEET TO A POINT FOR CORNER;
- SOUTH 13°04'11" EAST, FOR A DISTANCE OF 51.37 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET;
- SOUTH 53°26'15" EAST, FOR A DISTANCE OF 140.34 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET;
- SOUTH 55°52'12" EAST, FOR A DISTANCE OF 125.00 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET;
- SOUTH 56°59'52" EAST, FOR A DISTANCE OF 120.00 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "CANYON" SET;
- SOUTH 55°24'00" EAST, FOR A DISTANCE OF 100.34 FEET TO A POINT FOR CORNER;
- SOUTH 12°25'59" EAST, FOR A DISTANCE OF 163.33 FEET BACK TO THE PLACE OF BEGINNING AND CONTAINING 4.077 ACRES OF LAND.

LEGEND

- BOUNDARY LINE
- RECORD LOT LINE
- SHORELINE
- 6' SETBACK LINE (SEE NOTE: 8)
- ZONE A (SEE NOTE: 4)
- 1/2" SQUARE STEEL ROD FOUND
- STEEL SPIKE WITH MAGNET SET
- 1/2" STEEL ROD SET WITH PLASTIC CAP MARKED "CANYON LAND SURVEYING MONUMENT"



METES AND BOUNDS DESCRIPTION

TITLE REPORT

PER REPORT PREPARED BY CHEROKEE TITLE COMPANY, FILE NUMBER 65612, ISSUED DATED JULY 08, 2022, THE FOLLOWING ITEMS ARE LISTED:

1. RESERVATION OF UNDIVIDED INTEREST IN AND TO OIL AND GAS ROYALTIES, TOGETHER WITH MINERALS, AND THE RIGHTS INCIDENT THERETO, AS SET FORTH IN DEED DATED NOVEMBER 30, 1941, FROM CHARLIE CUNNINGHAM NUNN, ET AL, TO SUMMERS A. NORMAN, RECORDED IN VOLUME 239, PAGE 404, DEED RECORDS OF CHEROKEE COUNTY, TEXAS. - ITEM NOT SHOWN GRAPHICALLY.
2. ROYALTY DEED DATED APRIL 15, 1954, FROM R.B. JOHNSON AND IRMA E. JOHNSON TO S.A. COCHRAN, RECORDED IN VOLUME 404, PAGE 522, DEED RECORDS OF CHEROKEE COUNTY, TEXAS, CONVEYING AN UNDIVIDED INTEREST IN NON-PARTICIPATING ROYALTY INTEREST. TITLES TO THE INTERESTS SHOWN HEREIN WERE NOT SEARCHED SUBSEQUENT TO THE DATES THEREOF. - ITEM NOT SHOWN GRAPHICALLY.
3. EASEMENT DATED JANUARY 1, 1956, FROM ROY B. JOHNSON AND IRMA E. JOHNSON TO THE CITY OF JACKSONVILLE, RECORDED IN VOLUME 443, PAGE 479, DEED RECORDS OF CHEROKEE COUNTY, TEXAS. - DOES NOT AFFECT.
4. RESERVATION OF ALL OIL, GAS AND OTHER MINERALS, AS SET FORTH IN DEED DATED JANUARY 1, 1956, FROM ROY B. JOHNSON AND IRMA E. JOHNSON TO THE CITY OF JACKSONVILLE, RECORDED IN VOLUME 443, PAGE 471, DEED RECORDS OF CHEROKEE COUNTY, TEXAS. - ITEM NOT SHOWN GRAPHICALLY.
5. RESERVATIONS, CONDITIONS AND STIPULATIONS AS SET FORTH IN DEED DATED JANUARY 1, 1956, FROM ROY B. JOHNSON AND IRMA E. JOHNSON TO THE CITY OF JACKSONVILLE, RECORDED IN VOLUME 443, PAGE 471, DEED RECORDS OF CHEROKEE COUNTY, TEXAS. - ITEM NOT SHOWN GRAPHICALLY.
6. ORDINANCE NO. 72 ADOPTED MARCH 4, 1958, BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE, SETTING FORTH GENERAL RULES AND REGULATIONS AND OTHER RESTRICTIONS AS TO THE USE OF THE SUBJECT PROPERTY, WHICH ORDINANCE IS RECORDED IN VOLUME 478, PAGE 75, AND ORDINANCE NO. 69-5-1, DATED MAY 13, 1969, RECORDED IN VOLUME 608, PAGE 381, ALL IN THE DEED RECORDS, CHEROKEE COUNTY, TEXAS. - 6 FOOT SIDE SETBACK LINE SHOWN HEREON.
7. BLANKET EASEMENT FOR WATER DISTRIBUTION LINES GRANTED BY THE CITY OF JACKSONVILLE TO CRAFT-TURNEY WATER SUPPLY CORPORATION IN INSTRUMENT DATED JUNE 21, 1968, RECORDED IN VOLUME 608, PAGE 496, DEED RECORDS, CHEROKEE COUNTY, TEXAS. - ITEM NOT SHOWN GRAPHICALLY.
8. CERTIFICATE OF ADJUDICATION ISSUED FEBRUARY 7, 1985, BY THE TEXAS WATER COMMISSION, RECORDED IN VOLUME 945, PAGE 239, OFFICIAL PUBLIC RECORDS OF CHEROKEE COUNTY, TEXAS. - ITEM NOT SHOWN GRAPHICALLY.

PREPARED BY:

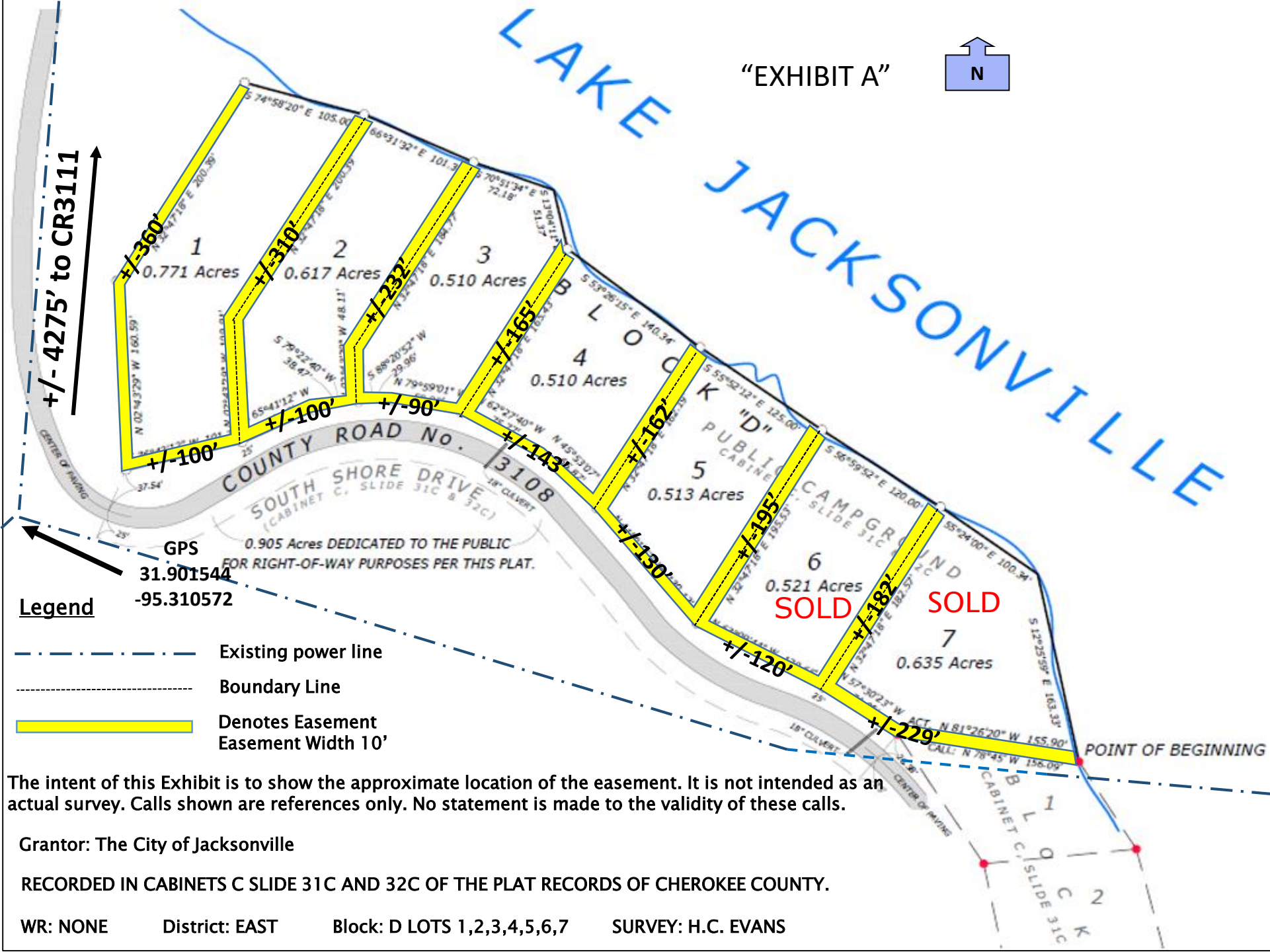
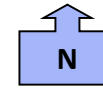
CANYON
LAND SURVEYING, LLC
107 COUNTY ROAD 3118
JACKSONVILLE, TEXAS 75766
(903) 721-3035
TBPELS FIRM REGISTRATION No. S-10194569

FINAL PLAT REVISED PER COUNTY SUBDIVISION REGULATIONS JULY 18, 2022.
PRELIMINARY PLAT REVISED PER COUNTY SUBDIVISION REGULATIONS JULY 14, 2022.
FINAL PLAT REVISED FOR CITY SIGNING AND RECORDING MAY 11, 2022.
FINAL PLAT APPROVED ON AUGUST 10, 2021 AT CITY COUNCIL MEETING.
PRELIMINARY PLAT OF 99 YEAR LEASE LOTS APPROVED FOR PLATTING BY CITY COUNCIL AT JUNE 8TH, 2021 MEETING.
FILE: LAKE JACKSONVILLE LOTS - SOUTH SHORE SUBDIVISION - BLOCK "D" DATE: 07/18/2022 SCALE: 1" = 100'

FIELD WORK BY: BEN BRUCE, WINDOW HAMILTON, & MONICA HAMILTON


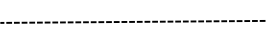

CHECKED BY: CANYON HAMILTON

"EXHIBIT A"



+/- 4275' to CR3111

Legend

-  Existing power line
-  Boundary Line
-  Denotes Easement Easement Width 10'

GPS
31.901544
-95.310572

The intent of this Exhibit is to show the approximate location of the easement. It is not intended as an actual survey. Calls shown are references only. No statement is made to the validity of these calls.

Grantor: The City of Jacksonville

RECORDED IN CABINETS C SLIDE 31C AND 32C OF THE PLAT RECORDS OF CHEROKEE COUNTY.

WR: NONE District: EAST Block: D LOTS 1,2,3,4,5,6,7 SURVEY: H.C. EVANS

**RULES & REGULATIONS GOVERNING
LAKE JACKSONVILLE**

Updates as of 05/04/09

Table of Contents

BACKGROUND & PURPOSE	5
ARTICLE I: LAKE JACKSONVILLE ADVISORY BOARD	5
SECTION 1 ESTABLISHED. MEMBERS.....	5
SECTION 2 TERMS, VACANCIES.	5
SECTION 3 MEETINGS.....	5
SECTION 4 VARIANCE REQUESTS PROCEDURE.....	5
SECTION 5 POWERS.....	5
ARTICLE II: BOATS AND RECREATIONAL BOATING	6
SECTION 1 ASSUMPTION OF RISK.	6
SECTION 2 STATE LICENSE REQUIRED.....	6
SECTION 3 ADOPTION OF TEXAS WATER SAFETY ACT; PENALTY FOR VIOLATION.....	6
SECTION 4 ENFORCEMENT OF BOAT SAFETY REGULATIONS BY GAME WARDENS.....	6
SECTION 5 SIGNS AND MARKERS. (from art IV sect 18).....	6
SECTION 6 MOORING AND BUOYS.....	6
SECTION 7 GLASS CONTAINERS.	7
SECTION 8 PRIVATE PLEASURE BOATS ONLY.....	7
SECTION 9 COMMERCIAL USE PROHIBITED.....	7
SECTION 10 UNSAFE STRUCTURES OR CRAFT: LIFE PRESERVERS.....	7
SECTION 11 WATERCRAFT USE LIMITED.....	7
SECTION 12 SAME-LANES. (title removed)	7
SECTION 13 SAME-NAVIGATION RULES OF THE ROAD. (title removed).....	7
SECTION 12 UNDERWATER BOAT EXHAUST.....	8
SECTION 13 RECKLESS DRIVING AND SPEEDING.....	8
SECTION 14 OPERATING WHILE UNDER INFLUENCE.....	8
SECTION 15 RIDING ON DECKS AND GUNWALES.....	8
SECTION 16 ANCHORING AND ACCIDENTS.....	8
SECTION 17 ACTIVITIES PROHIBITED NEAR INTAKE-MINIMUM DISTANCE.....	9
SECTION 18 SKIING.....	9
SECTION 19 SKIING REGULATIONS AND OTHER COMPARABLE WATER SPORTS.....	9
ARTICLE III: HUNTING AND FISHING REGULATIONS	10
SECTION 1 VALID LAWS.....	10
SECTION 2 FISH SEINES. NETS AND TRAPS; TROT LINES.....	10
SECTION 3 COMMERCIAL FISHING.....	10
SECTION 4 PROHIBITED BAIT FISH.....	10
SECTION 5 dealing with jug lines conflicts state law (omitted).....	10
SECTION 5 FISHING NEAR INTAKE.....	10
ARTICLE IV: DOCKS AND BOATHOUSES	10
SECTION 1 DEFINITIONS.....	10
SECTION 2 TYPE OF STRUCTURES PERMITTED.....	11
SECTION 3 COMMERCIAL USE PROHIBITED.....	11
SECTION 4 UNSAFE STRUCTURES	11
SECTION 5 ACCESS.(moved to watercraft)	11
SECTION 5 BOAT RAMPS, PIERS, ETC. NEAR RAW WATER INTAKE.....	11
SECTION 6 BOATHOUSE AND PIER CONSTRUCTION; APPROVAL, MAXIMUM SIZE, AND LOCATON.....	11

SECTION 7 HEATING & COOLING COILS	14
SECTION 8 REPAIR, MAINTENANCE OR IMPROVEMENT OF EXISTING STRUCTURES	14
SECTION 9 CONCESSION AREA LEASE LOT STRUCTURES	14
ARTICLE V: SANITATION	15
SECTION 1 SEPTIC TANKS.....	15
SECTION 2 GARBAGE AND TRASH DISPOSAL.....	15
SECTION 3 KEEPING ANIMALS AND FOWL.....	15
ARTICLE VI: GENERAL RULES FOR ALL FOR LOTS	16
SECTION 1 RESIDENTIAL USE OF LAND; EXCEPTIONS.....	16
SECTION 2 TEMPORARY STRUCTURES.....	16
SECTION 3 UTILITY EASEMENTS.....	16
SECTION 4 ACCESS PASSAGEWAYS; DRAINAGE DITCHES AND RETAINING WALLS.....	16
SECTION 5 TREE CUTTING.....	16
SECTION 6 FARMING, GARDENING; EROSION.....	16
SECTION 7 LIABILITY FOR IMPROVEMENTS BELOW SEA LEVEL.....	16
SECTION 8 WATER SUPPLY FROM LAKE.....	16
SECTION 9 NUISANCES.....	17
ARTICLE VII: LOT USE AND OCCUPANCY RESTRICTIONS	17
SECTION 1 RESTRICTION AMENDMENTS.....	17
SECTION 2 NUMBER OF LOTS PER FAMILY RESTRICTED.....	17
SECTION 3 NUMBER COMPANY LEASED LOTS: NUMBER RESTRICTED.....	17
SECTION 4 MINIMUM HOUSE SQUARE FOOTAGE; PLAN APPROVAL.....	17
SECTION 5 BUS BODIES PROHIBITED.....	17
SECTION 6 SIDE LINE SETBACK.....	17
SECTION 7 NUMBER OF RESIDENCES AND BOATHOUSES PER LOT.....	17
SECTION 8 COMMERCIAL ENTERPRISE ON RESIDENTIAL LOT.....	17
SECTION 9 IMPROVEMENT MAINTENANCE.....	18
SECTION 10 COMPLIANCE WITH LAW.....	18
ARTICLE VIII: NON-SHORELINE LOTS	18
SECTION 1 DEFINING NON-SHORELINE LOTS.....	18
SECTION 2 LEASE LOTS.....	18
SECTION 3 LAKE JACKSONVILLE RULES AND REGULATIONS.....	18
SECTION 4 RIGHT TO DIG OR DRILL FOR WATER.....	18
ARTICLE IX: TRAILERS.....	18
SECTION 1 LOCATIONS OF TRAILERS AND PREFABRICATED STRUCTURES.....	18
SECTION 2 CONSTRUCTION ON LOTS RESTRICTED.....	18
SECTION 3 NUMBER OF LOTS PER PERSON RESTRICTED.....	19
SECTION 4 APPLICABILITY OF ARTICLE.....	19
ARTICLE X: MORTGAGE, FORFEITURES, AND LEASES	19
SECTION 1. DEFINITIONS.....	19
SECTION 2. MORTAGATE REGISTRATION-PROCEDURE.....	19
SECTION 3. EFFECT OF REGISTRY.....	20
SECTION 4. REGISTRATION REQUIRED TO BIND CITY.....	20
SECTION 5. FORFEITURE.....	20
SECTION 6. LEASES (this whole section is moved from general rules for lots).....	20
(A)EXECUTION OF LEASES BY CITY SECRETARY-AUTHORIZED	20
(B)RATIFICATION OF PRIOR LEASES.....	21

(C)LOT TRANSFER OR ASSIGNMENT-CONSENT	21
SECTION 13 SAME-FEE (title removed).....	21
SECTION 14 SAME-FORM (title removed)	21
(D)LEASE FORM (to be reviewed by joe).....	21
(E)RENTAL FEES (to be reviewed by joe)	21
(F)LATE PAYMENT FEE(to be reviewed by joe).....	21
ARTICLE XI: AUTHORITY, RISK, WAIVER	22
SECTION 1 POWER TO EXCLUDE PERSONS IN VIOLATION OF RULES.	22
SECTION 2 ASSUMPTION OF RISK.	22
SECTION 3 WAIVER.....	22
ARTICLE XII: PENALTIES	22
SECTION 1 CANCELLATION OF LEASE FOR VIOLATION.....	22
SECTION 2 EXPULSION AND DENIAL OF ACCESS FOR VIOLATION.	22
SECTION 3 PUNISHMENT FOR VIOLATION.	22

RULES & REGULATIONS GOVERNING LAKE JACKSONVILLE

BACKGROUND & PURPOSE.

Lake Jacksonville was created to provide a healthy, sustainable municipal water supply. The Lake also presents many opportunities for recreational fishing, boating, and special events as well as providing a number of lake-front lots for lease, all in a gently rolling wooded setting accessible by a network of county and city roads. Boat launching and camping areas are also available. The Lake is located on the southwest side of Jacksonville, an earth filled dam and overflow structure at 422 feet above mean sea level, forms a shoreline with numerous interesting coves. The Lake covers about 1325 acres and is fed by a number of springs and creeks.

The rules and regulations contained in this document are aimed at preserving: a safe and healthy municipal water supply, abundant recreational fishing opportunities, a variety of recreational boating opportunities, and property values for the improvements made upon lease lots for visitors, residents and community water users alike. Your thoughtful observance of these rules and regulations will help all who come to visit or live here to preserve, enjoy and benefit from this wonderful Jacksonville resource for many, many years.

ARTICLE I: LAKE JACKSONVILLE ADVISORY BOARD

SECTION 1 ESTABLISHED. MEMBERS.

There is hereby established a Lake Jacksonville Rules and Regulations Advisory Board consisting of seven (7) members, five (5) of whom shall be Lake Jacksonville Lake lot lessees or property owners; and the others shall consist of the City Building Official and the city manager, or a designated staff representative of each. The City Building Official and City Manager shall serve as non-voting ex-officio members.

SECTION 2 TERMS, VACANCIES.

The five(5) lake lot lessee members or property owners shall be appointed for three year terms, and any vacancies shall be filled by appointment by the City Council. Board members' terms shall be staggered in two (2) classes of two (2) members and one (1) class of one (1) member. Appointments for one class of board members shall be made in successive years

SECTION 3 MEETINGS.

The advisory board shall meet at least once a quarter per calendar year for the purpose of reviewing the ordinances, rules and regulations of the city concerning Lake Jacksonville and Lake Jacksonville lake front lots and for the purpose of hearing any comments and/or complaints concerning such ordinances, rules, and regulations.

SECTION 4 VARIANCE REQUESTS PROCEDURE.

All Requests for a variances to Rules and Regulations Governing Lake Jacksonville shall be addressed through Building Official. After the application and fees are accepted the building inspector will schedule a hearing with the Lake Jacksonville Rules and Regulations Advisory Board. The application fee shall be one hundred (100) dollars.

SECTION 5 POWERS.

The Advisory Board shall be authorized to make any recommendations which it deems appropriate to the City Council for the amendment, repeal and/or adoption of ordinances, rules and/or regulations concerning Lake Jacksonville and Lake Jacksonville lake front lots. The advisory board shall be advisory only; and the City Council shall not be bound by any recommendation of the advisory board, nor shall any recommendation from the advisory board be a prerequisite for any action by the City Council on its own initiative amending, adopting and/or repealing any ordinance, rule or regulation concerning Lake Jacksonville or Lake Jacksonville lake front lots.

ARTICLE II: BOATS AND RECREATIONAL BOATING

SECTION 1 ASSUMPTION OF RISK.

The City shall, in no event, be liable to any person on the account of the loss or damage of any property that may be placed in or upon Lake Jacksonville, nor shall the City be liable, in any event, to any person or persons whomsoever on account of personal injuries or loss of life that may be sustained by any person or persons in or upon Lake Jacksonville; and any person entering in or upon Lake Jacksonville shall do so at his sole risk, and shall not be privileged to enter or remain in or upon such reservoir, save and except under the terms and provisions of these regulations that have been or may hereafter be adopted by the City Council of the City of Jacksonville; nor shall the City be responsible or liable in such instances as set out herein.

SECTION 2 STATE LICENSE REQUIRED.

No person shall place, operate or keep any boat or other craft on Lake Jacksonville without a current license from the State of Texas provided that the State Texas requires the same to be licensed.

SECTION 3 ADOPTION OF TEXAS WATER SAFETY ACT; PENALTY FOR VIOLATION.

(A) The Texas Water Safety Act (Chapter 31) of the Texas Parks and Wildlife Code, Texas Revised Civil Statutes as amended, is hereby adopted as the rules and regulations governing watercraft on Lake Jacksonville.

(B) Any person who violates or fails to comply with any provision of the above mentioned Texas Water Safety Act shall be guilty of a misdemeanor and upon conviction shall be punishable by fine of not more than two hundred dollars (\$200).

SECTION 4 ENFORCEMENT OF BOAT SAFETY REGULATIONS BY GAME WARDENS.

The game wardens of the State of Texas and other designated peace officers are hereby authorized to enforce all Lake Jacksonville Rules and Regulations.

SECTION 5 SIGNS AND MARKERS.

The Director of Parks & Recreation or any other representative designated by the City Manager is authorized to designate various areas in Lake Jacksonville as regulated "SLOW, NO SKIING, NO WAKE" and to post and maintain such regulated areas with signs and/or markers advising "SLOW, NO SKIING, NO WAKE"

The driver or operator of any boat in Lake Jacksonville shall, upon entering any such SLOW or NO WAKE regulated area, slow and reduce the speed of such boat to an idle speed or a speed only fast enough to maintain steerage on course.

SECTION 6 MOORING AND BUOYS.

No person shall at any time moor any boat or other craft to any buoy, beacon, or sign placed on Lake Jacksonville, nor shall any person in any manner attach a boat to such buoy, beacon or sign.

SECTION 7 GLASS CONTAINERS.

No person may introduce, carry into or possess, use, dump, break, dispose of, throw or abandon any glass container in the water of a swimming area, or in the beach area adjacent to the water of a swimming area or into the waters of Lake Jacksonville.

SECTION 8 PRIVATE PLEASURE BOATS ONLY.

Only private boats used for pleasure, except those owned and operated by approved concessionaires, shall be permitted on the waters of Lake Jacksonville.

SECTION 9 COMMERCIAL USE PROHIBITED.

No person may operate boats, barges, rafts, docks, or other similar devices for commercial purposes on the waters of Lake Jacksonville, except approved concessionaires or any pile-driving operation.

SECTION 10 UNSAFE STRUCTURES OR CRAFT: LIFE PRESERVERS.

- (A) Each boat, barge, raft, dock or other similar device constructed, used, or operated on or near the waters of Lake Jacksonville found to be unsafe for any reason shall be repaired or removed within the time limit specified by the duly authorized representative of the City.
- (B) At all times, while on the waters of Lake Jacksonville, each boat, barge, raft or craft shall be equipped with not less than one (1) life preserver of an approved type for each occupant of the boat, barge, raft or craft, provided further than each occupant under thirteen (13) years of age of any boat shall have a life preserver fastened to his person.

SECTION 11 WATERCRAFT USE

- (A) No boat, barge, raft or craft shall be loaded with passengers or cargo beyond its safe carrying capacity, taking into consideration weather and normal operating conditions.
- (B) No boat, barge, raft, or craft having overnight accommodations shall be placed upon or used on the waters of Lake Jacksonville unless and until the same is equipped with approved sanitary facilities.
- (C) No such boat or barge shall be used, operated or maintained on the waters of Lake Jacksonville as a domicile or place of abode.
- (D) No person shall so anchor a boat for fishing or other purposes on any body of water over which the City has jurisdiction in such a position as to obstruct a passageway ordinarily used by other boats.
- (E) No person shall operate a boat within a water area which is clearly marked by buoys or some other distinguishing device as a bathing or swimming area.
- (F) Owners of abandoned, sunken, partially sunken or destroyed boats must be reported to TPWD within 15 days of the event, and the Certificate of Title surrendered. If the owner fails to comply, the equipment may be removed by the City to be disposed of at its sole discretion. with all costs associated therewith to be assessed against the

owner thereof

(G) All boats, barges, rafts and other similar devices operated on the waters of Lake Jacksonville shall observe all of the rules of the road applicable to inland waterways as set forth by the Bureau of Navigation.

(H) Any peace officer, and any designated representative appointed by the City, shall have the right to require the removal of any boat, barge, raft or similar device from the waters of Lake Jacksonville if the same is operated in violation of any of the rules herein contained, and any person refusing to obey the lawful order of such officials shall be deemed guilty of a violation of these regulations.

SECTION 12 UNDERWATER BOAT EXHAUST.

All power boats, inboard and outboard, used and operated upon the waters of Lake Jacksonville shall be equipped with an approved underwater exhaust or with the manufacturer's original type exhaust equipment. This regulation may be waived for a specified period of time upon written application of the City by an organized unit for special racing events, water shows, carnivals, etc.

SECTION 13 RECKLESS DRIVING AND SPEEDING.

(A) Every operator of a boat or other craft on Lake Jacksonville shall at all times navigate the same in a careful and prudent manner and at such rate of speed as not to endanger any person or his or her property.

(B) Reckless navigation of any boat or other craft on Lake Jacksonville shall include operating the same in a manner which necessarily interferes with the free and proper use of the water of said lake or endangers other boats and crafts thereon or endangers any person.

(C) No person shall operate any boat or other craft on Lake Jacksonville at a rate of speed greater than will permit, by the exercise of reasonable care, such boat or other craft, to be brought to a stop within the assured clear distance ahead.

SECTION 14 OPERATING WHILE UNDER INFLUENCE.

(A) It shall be unlawful for any person who is under the influence of intoxicating liquor or narcotic drugs or barbiturates or any person who is a habitual user of same to operate, propel or be in actual physical control of any boat on the waters of Lake Jacksonville.

(B) It shall be unlawful for the owner or any person in charge of or in control of any boat to authorize or knowingly permit the same to be propelled or operated by any person who is under the influence of intoxicating liquor, narcotic drugs or barbiturates or by any person who is a habitual user of same.

SECTION 15 RIDING ON DECKS AND GUNWALES.

(A) No person, operating a motorboat on Lake Jacksonville, shall allow any person to ride or sit on the gunwales thereof or on the decking over the bow of the craft while underway, nor shall any person, operating any open motorboat, allow any person to stand in said craft while underway.

(B) Nothing in this section shall be construed to mean that passengers or other persons aboard a boat cannot stand on the decking over the bow of the boat to moor

the boat or to cast off or for any other necessary purpose.

SECTION 16 ANCHORING AND ACCIDENTS.

(A) No person shall leave a boat or any other craft on Lake Jacksonville without having the same dependably fastened to an anchorage, either in the water or upon the land. Such boats or other craft that are not dependably anchored must be removed from the water a sufficient distance to assure that the same will not float away from its station in the event of rising waters.

(B) The operator of any boat or other craft involved in an accident resulting in injury or death to any person, or in damage to property, shall so far as he can do so without danger to his own vessel, crew and passengers, render to any persons affected by such accident such assistance as may be practicable and give the names, addresses, and complete identification of all persons and boats involved in such accident, and shall report such accident immediately to the concessionaire, lake patrol officer, City Manager or any other person authorized by the City to receive such report.

SECTION 17 ACTIVITIES PROHIBITED NEAR INTAKE-MINIMUM DISTANCE.

All forms of recreational activities are hereby prohibited within a radius distance of two hundred (200) feet of the raw water intake of Lake Jacksonville located and measured from the same, which shall be designated with markers or buoys.

SECTION 18 SKIING.

"Skiing" is defined as the use of any equipment for the purpose of a person or persons being propelled or towed through, on or over the surface of Lake Jacksonville.

Skiing shall be permitted on Lake Jacksonville only in the areas as designated by the City Manager or his representative. The City of Jacksonville assumes no liability for accidents or injuries to anyone skiing in designated areas nor does this designation guarantee that obstructions are not present in the designated areas.(moved here)

SECTION 19 SKIING REGULATIONS AND OTHER COMPARABLE WATER SPORTS.

The following regulations and restrictions shall apply to skiing on Lake Jacksonville:

(A) All persons directly engaged in such activities shall wear a life preserver at all times.

(B) Boats and skier shall go no nearer than two hundred (200) feet of shore, docks, persons swimming, or other boats, except when leaving and returning to dock.

Skiing is prohibited between sunset and sunrise nor shall any person operate a boat for the purpose of towing persons engaged in such activities between sunset and sunrise.

(C) No towboat or person engaged in any such activity shall approach closer than one hundred fifty (150) feet to any other boat or other craft.,

ARTICLE III: HUNTING AND FISHING REGULATIONS

SECTION 1 VALID LAWS.

All valid laws of the State of Texas and the United States Government relating to hunting and fishing and water safety shall be in effect at all times on all property owned by the City of Jacksonville. No hunting shall be permitted on any Lake Jacksonville properties. No pistol or rifle shall be shot, fired or discharged in, on, along, or across Lake Jacksonville or in, on, along, or across, or upon any property owned by the City of Jacksonville, except by duly constituted peace officers, game wardens and employees of the City when in discharge of their duties as such.

SECTION 2 FISH SEINES. NETS AND TRAPS; TROT LINES.

Seining, netting and trapping of any fish other than minnows for bait is hereby prohibited. No person shall have in his possession on any property of Lake Jacksonville any seine, net or trapping device other than minnow seine. Non-metallic trotlines are permitted; however, no trotline shall be set within two hundred (200) feet of any public dock, pier, beach or any place commonly used by the public for wading, swimming, skiing, or where it will obstruct boat lanes.

SECTION 3 COMMERCIAL FISHING.

No person shall sell or buy or offer to sell or buy or to take or to possess for commercial purposes, fish from the waters of Lake Jacksonville.

SECTION 4 PROHIBITED BAIT FISH.

No game fish, gold fish, cannibal minnows, Mexican minnows, or fresh water rough fish such as carp, gar, shad, or suckers shall be used as bait in Lake Jacksonville.

SECTION 5 FISHING NEAR INTAKE.

No fishing shall be permitted within two hundred (200) feet of the raw water intake of Lake Jacksonville or as marked.

ARTICLE IV: DOCKS AND BOATHOUSES

SECTION 1 DEFINITIONS.

Terms as used in this Article are defined as follows:

Boathouse – any roofed structure built to shelter a watercraft.

Building Permit – a document issued by the City Building Official which allows maintenance, repair and/or construction to begin and proceed to completion pertaining to all structures built at any location on or near the shoreline of Lake Jacksonville. The permit is required to be visibly posted at the site of the approved work..

Pier/Dock – any approved structure connected to the shore line and extending over lake waters to provide over-water access to berthed watercraft or used for recreation such as swimming, fishing or entertaining.

Normal pool elevation – when the water level is even with top of the concrete spillway. Also referred to as 422 feet NGVD, where NGVD means "National Geodetic Vertical Datum" - a standard of measure for elevations relative to mean sea level.

Shoreline – a legal line or boundary, formed by the water's edge when the lake is at normal pool elevation.

Side lot line -the line or joined lines which divide adjacent lake lots one from another.

SECTION 2 TYPE OF STRUCTURES PERMITTED.

Only boat docks or other structures of similar nature, fixed or floating, used for pleasure may be located on or near the waters of Lake Jacksonville, except those owned and operated by approved concessionaires and the City.

SECTION 3 COMMERCIAL USE PROHIBITED.

No person may operate boats, barges, rafts, docks, or other similar devices for commercial purposes on the waters of Lake Jacksonville, except approved concessionaires or any pile-driving operation.

SECTION 4 UNSAFE STRUCTURES .

Docks, boathouses or other similar structure constructed, used, or operated on or near the waters of Lake Jacksonville found to be unsafe for any reason shall be repaired or removed within the time limit specified by the duly authorized representative of the City

SECTION 5 BOAT RAMPS, PIERS, ETC. NEAR RAW WATER INTAKE.

No boat launching ramp, marina, dock and/or floating fishing pier shall be located within one thousand (1,000) feet of the raw water intake.

SECTION 6 BOATHOUSE AND PIER CONSTRUCTION; APPROVAL, MAXIMUM SIZE, AND LOCATON.

(A) Plans submitted to the City Building Official for proposed boathouses, docks and fishing piers shall include the location of property corners and lot lines. Lessees are responsible for accurately locating such platted property boundaries before plans are submitted. Construction may begin only if and when a Building Permit is issued. The lessee is required to post such Building Permit in a visible location at the work site before construction may begin..

(B) No structure shall be constructed or caused or allowed to be constructed by any Lake Jacksonville lot lessee if:

(1) its length extends more than fifty (50) feet from normal lake shoreline (the water's edge at normal pool elevation).

Exceptions:

(a) In the event that the depth of water at 50 feet from shoreline at normal pool elevation is less than 5 feet, see SECTION 6 Paragraph (D) below.

(b) In the Event either or both (left and right) adjacent lots are legal non-conforming structures, the proposed construction may be permitted by using an averaged approach, if it will not cause an adverse effect on adjacent lots or watercraft use.

(2) any portion of the structure extends into a "No Construction Zone". this applies to all lots which front on Lake Jacksonville, whether leased or not. This zone is formed by two imaginary lines which begin at the shoreline and run parallel to and 6 feet (2.5 feet for Concession Area lots) either side of any side lot line extension and extends and applies the side line setback lines as set forth in Article VII,

Section 6 herein along any such side lot line extension. Figures 1, 2, and 3 show the layout of these zones.

(C) Diagrams of three possible shoreline configurations below illustrate how Paragraph (2) above applies in locating the boundaries of these 6 foot wide (2.5 feet wide in the Concession Area) “No Construction Zones”, one of which falls on either side of a side lot line when extended beyond the shoreline into the lake.

(1) **Figure 1** is an example of a shoreline shape in which side lot line extensions converge when extended beyond the shoreline.

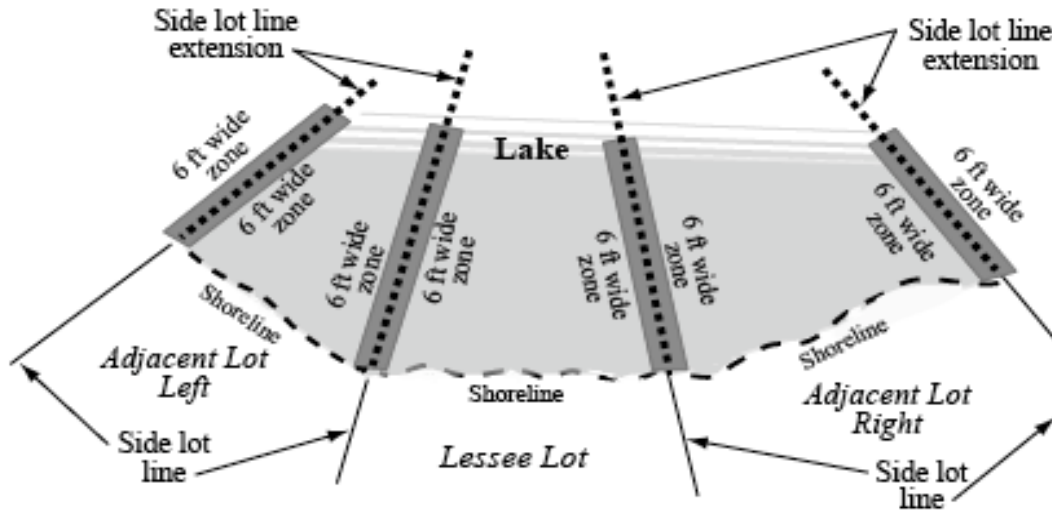


FIGURE 1

(2) **Figure 2** is an example of a shoreline shape in which side lot line extensions **diverge** when extended beyond the shoreline.

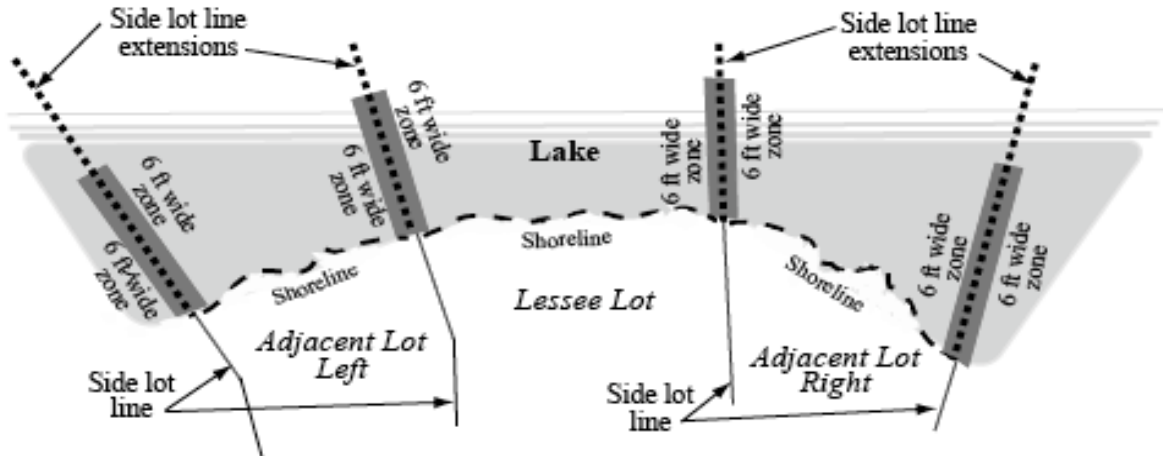


FIGURE 2

(3) **Figure 3** is an example of a shoreline which is essentially a straight line across adjoining lots. Even so, the extended side lot lines of adjacent lots may converge,

diverge, or run parallel to one another, depending on the platted property line bearing for the lots involved.

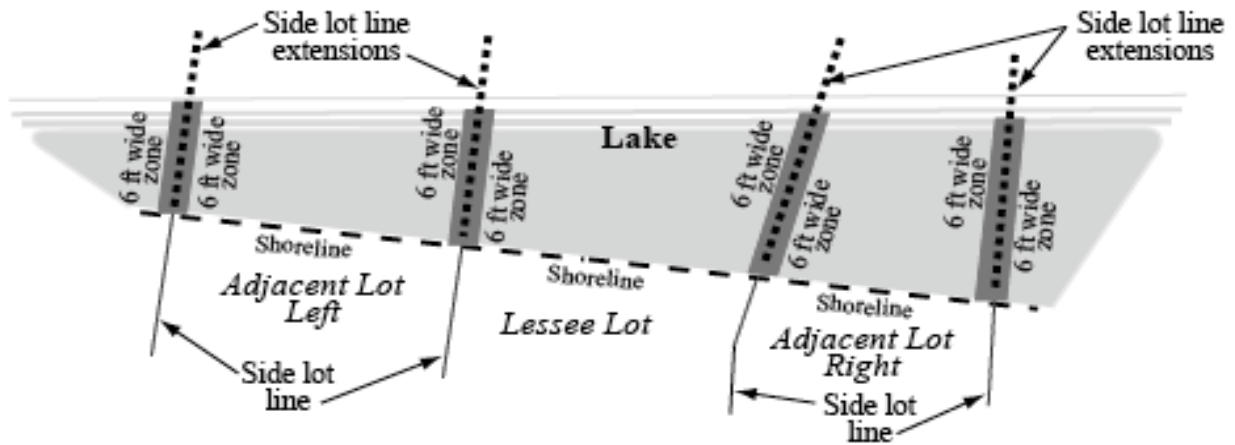


FIGURE 3

(D) In the event the depth of the water at 50 feet from the shoreline at normal pool elevation is less than 5 feet, the City Building Official may permit a structure to extend outward from the shoreline past the 50 foot limit until a water depth of 5 feet is encountered, provided that:

(1) The proposed structure conforms to and complies with current Rules and Regulations Governing Lake Jacksonville in all respects; and

(2) The Jacksonville City Council, by majority vote of a quorum present for a duly called or scheduled City Council meeting, determines that the proposed structure will not have an unreasonable or adverse impact upon the use and enjoyment of the adjoining Lake Lots and any approved improvements thereupon; and

(3) In no event shall the structure extend more than 75 feet from the shoreline, regardless of whether a water depth of 5 feet is reached.

(E) No dock, pier or boathouse shall have an eave (sidewall) height more than twelve (12) feet above the normal pool elevation.(figure 4)

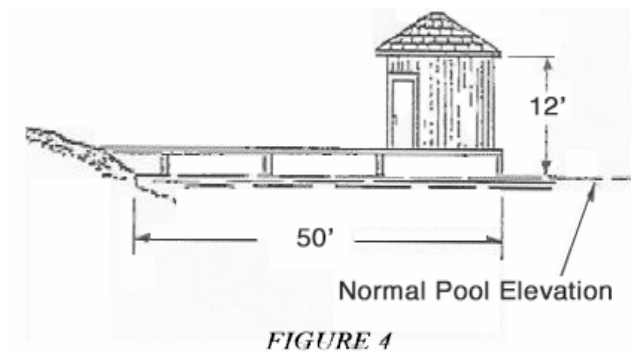


FIGURE 4

SECTION 7 HEATING & COOLING COILS

- (A) Closed loop heating and cooling systems may be installed in Lake Jacksonville provided the heating and cooling coil portion of the system is placed wholly underneath any approved dock, pier and/or boathouse.
- (B) That part of the system located between the actual unit and the lake must be installed totally underground so that no part of any of the piping system is visible. The piping system must enter the lake at the shoreline at a minimum depth of five (5) feet below normal pool elevation and must maintain a depth of five (5) feet beneath the soil and/or water surface.
- (C) Where the water depth at normal pool elevation exceeds five (5) feet, the piping shall be placed to lie flat upon the lake bottom, regardless of slope.
- (D) The actual heating and/or cooling unit shall be no closer to the lake than the lake side of the residential dwelling it serves.
- (E) Systems of this type shall circulate water only. No chemicals of any type are permitted within the closed loop.
- (F) Plans for any such proposed system installations shall be reviewed and approved by the City Building Official prior to construction and installation.

SECTION 8 REPAIR, MAINTENANCE OR IMPROVEMENT OF EXISTING STRUCTURES

Upon application to the City Building Official, lessees with shoreline structures which extend more than 50 feet from the shoreline into Lake Jacksonville and which were in existence prior to the date of issuance of these Rules and Regulations, may be allowed to repair, improve, expand or add to such structures, provided that any such proposed work does not extend the structure a greater distance into Lake Jacksonville from the shoreline, and provided that such proposed work complies with any and all conditions, restrictions and limitations contained in these Rules and Regulations, including, but not limited to, "No Construction Zone" limitations.

SECTION 9 CONCESSION AREA LEASE LOT STRUCTURES

The following regulations, restrictions and conditions shall apply to structures of all kinds to be built, repaired, maintained, or expanded upon Lake Jacksonville Concession Area Lots:

- (A) Plans submitted to the City Building Official for proposed houses, boathouses, docks and fishing piers shall include the location of property corners and lot lines. Lessees are responsible for accurately locating such property boundaries before plans are submitted. Construction may begin only if and when a Building Permit is issued. The lessee is required to post such Building Permit in a visible location at the work site before construction may begin. Plans for inhabited structures shall conform to current City adopted building codes in order to receive a Building Permit.
- (B) No building or structure intended for habitation shall be constructed, erected, or installed with any finished floor line elevation being lower than 4.5 feet above normal pool elevation.
- (C) Walkway surfaces for piers, docks or boathouses not intended for

habitation may be constructed no lower than two feet above normal pool elevation.

(D) Any building or structure constructed, erected or installed over the waters of Lake Jacksonville shall be no closer than two and one-half (2½) feet from the lessee's side lot lines or their straight line extensions into Lake Jacksonville.

(E) Unenclosed carports and portable storage buildings may be constructed, erected or installed upon the land of Concession Area lots, provided that any such carport or portable storage building is no closer than six (6) feet from any side lot line.

(F) No building or structure will be approved which has a maximum height exceeding 26 feet above normal pool level (measured at the highest roof ridge or peak of the building).

(G) Any structure or improvement constructed, erected or installed less than 10 (ten) feet above normal pool elevation (432 feet above mean sea level), shall be at the risk of the lessee, and the City shall not be liable for any damage to such structures or improvements there to caused by inundation or otherwise.

(H) A Concession Area lot which contains at least 5,000 square feet of land above normal pool elevation may be considered for a land based habitable structure. Requests for consideration shall be reviewed by the Lake Jacksonville Advisory Board. If approval is recommended, it will qualify to make application for a building permit with the City Building Official.

ARTICLE V: SANITATION

SECTION 1 SEPTIC TANKS.

Before any 99-year lease lot is used for residential purposes and before any living quarters are placed thereon, each lot shall be provided with a septic system complying with the standards established by Texas Commission for Environmental Quality (T.C.E.Q.) Every person installing such a septic system must obtain the approval of the Building Official of the City of Jacksonville prior to installation. Percolation tests shall be performed as suggested by State standards. Installation shall be done by approved septic systems installers only.

SECTION 2 GARBAGE AND TRASH DISPOSAL.

All garbage and trash shall be collected and removed from the leased premises at least once weekly and carried away from the leased premises and not dumped upon any property belonging to the city wherever located, except the City Sanitary Landfill; however, all burnable trash may be incinerated as long as no garbage or trash is allowed to enter the Lake. All incineration must take place in a proper container.

SECTION 3 KEEPING ANIMALS AND FOWL.

No animal or fowl shall be maintained or confined on any leased lot except normal, domestic pets belonging to lessee or guests of lessee.

ARTICLE VI: GENERAL RULES FOR ALL FOR LOTS

SECTION 1 RESIDENTIAL USE OF LAND; EXCEPTIONS.

Except for certain areas designated, or to be designated, as public recreation and picnic areas or for use of approved concessionaires, all of the lands owned by the City surrounding Lake Jacksonville are restricted to residential use, except where special written permission is given by the City for other uses.

SECTION 2 TEMPORARY STRUCTURES.

No temporary structure of any kind or character shall be placed on any lot without special written permit issued by the City Building Official, and shall be removed immediately upon notice to do so by the City. This shall not include non-habitable prefabricated storage buildings with less than two hundred one (201) square feet under roof.

SECTION 3 UTILITY EASEMENTS.

Each lot leased for any purpose is subject to unlimited easement for the construction, operation, and maintenance of all utility facilities for the purpose of serving all of the property owned by the City surrounding Lake Jacksonville.

SECTION 4 ACCESS ; DRAINAGE DITCHES AND RETAINING WALLS.

- (A) Each lessee is permitted to construct access ways or driveways on leased premises for his own personal private use, but any such passage shall be constructed at lessee's expense and shall be constructed and maintained so as to prevent the erosion of the land.
- (B) No drainage ditch shall be constructed without the prior written consent of the City Building Official.
- (C) Retaining walls may be constructed at lessee's expense and shall be constructed and maintained to prevent the erosion of land.
- (D) Retaining walls shall not modify the existing natural shore line and can not be used to increase lot size. No retaining wall shall be constructed without the prior written consent of the City Building Official.

SECTION 5 TREE CUTTING.

No trees, in excess of six(6) inches in diameter, shall be cut on any property without the prior written consent of the City Building Official.

SECTION 6 FARMING, GARDENING; EROSION.

No commercial, farming or gardening shall be permitted on any lot on Lake Jacksonville nor shall any practice or use of land be permitted that is causing or calculated to cause erosion.

SECTION 7 LIABILITY FOR IMPROVEMENTS BELOW SEA LEVEL.

Any improvement of any kind constructed below elevation four hundred thirty-two (432) feet above mean sea level shall be at the risk of lessee and the City shall not be liable for any damage to such improvements caused by inundation or otherwise.

SECTION 8 WATER SUPPLY FROM LAKE.

Any lessee may take water from Lake Jacksonville for normal usage in connection with leased premises only, provided that no pump driven by a motor larger than five (5) horsepower is used in obtaining said water.

SECTION 9 NUISANCES.

Any lessee creating or maintaining a nuisance on any lease lot or upon the water of lake Jacksonville will be guilty of violating Lake Jacksonville Rules and Regulations. Any lessee shall be responsible for the behavior of his guests accordingly.

ARTICLE VII: LOT USE AND OCCUPANCY RESTRICTIONS

SECTION 1 RESTRICTION AMENDMENTS.

The City reserves the right to remove any or all restrictions or to add others, in its sole discretion without the consent of any lessee; and from and after the effective dates of such amended restrictions, these restrictions, as so amended from time to time, shall govern the use and occupancy of all lots.

SECTION 2 NUMBER OF LOTS PER FAMILY RESTRICTED.

Not more than two(2) lots shall be leased or acquired by any person or members of their immediate family

SECTION 3 NUMBER COMPANY LEASED LOTS: NUMBER RESTRICTED.

No company, firm or corporation shall lease or acquire more than three (3) lots, which must be adjoining.¶

SECTION 4 MINIMUM HOUSE SQUARE FOOTAGE; PLAN APPROVAL.

No habitable structure, including primary residence and/or guest house, containing less than five hundred (500) square feet of living area, shall be constructed on any Lake Jacksonville lease lot. Exterior plans shall be submitted to the city building inspector for approval before construction is begun.

SECTION 5 BUS BODIES PROHIBITED.

No bus bodies shall be permitted on any lot.

SECTION 6 SIDE LINE SETBACK.

No part of any structure shall be closer than six(6) feet from any side line of any lot. Any improvement constructed less than ten (10) feet above normal pool elevation (432 feet) shall be at the risk of lessee and the City shall not be liable for any damage to such improvements caused by inundation or otherwise.

SECTION 7 NUMBER OF RESIDENCES PER LOT.

Not more than one (1) single family residence may be constructed on or connected to any one (1) lot. One (1) guest residence, separated from the primary residence, may be constructed upon submission of plans, specifications, and issuance of a building permit by the City Building Official. Any guest residence must conform to minimum square footage and septic system specifications as required of primary residence. No habitable structure with restrooms or sleeping quarters shall be constructed over or upon the waters of Lake Jacksonville in areas other than the Concession Area.

SECTION 8 COMMERCIAL ENTERPRISE ON RESIDENTIAL LOT.

The applicable regulations, restrictions and procedures of the City of Jacksonville Zoning Ordinance shall apply to all Lake Jacksonville lease lots located inside the city limits of Jacksonville. All Lake Jacksonville lease lots located outside of the city limits of the City of Jacksonville shall be restricted to residential purposes only. No business or commercial enterprise other than City Council approved concessionaires, shall be allowed to occupy any

structure or operate from any lease lot outside the city limits. This does not prohibit normal home occupations as defined by the Zoning Ordinance of the City of Jacksonville, Texas. This section does not apply to pile-driving operations at Lake Jacksonville

SECTION 9 MAINTENANCE.

All improvements placed on any lot shall be kept and maintained in a good state of repair at all times, including all structures on land or water and all yard areas as not to create a nuisance.

SECTION 10 COMPLIANCE WITH LAW.

The use and occupancy of all lots shall be in accordance with the regulations and ordinances now in effect or hereafter placed in effect by the city governing such use and occupancy as well as those governing activities on and in the water of Lake Jacksonville. Failure to comply may result in daily fines and/or forfeiture of lease.

ARTICLE VIII: NON-SHORELINE LOTS

SECTION 1 DEFINING NON-SHORELINE LOTS.

Non-shoreline lots are all lots subdivided by the City of Jacksonville on lands owned by the City of Jacksonville, Texas, that do not have any water frontage on Lake Jacksonville and are designated as non-shoreline lot

SECTION 2 LEASE LOTS.

All leases of non-shoreline lots shall be executed by the City Secretary and must be in writing.

SECTION 3 LAKE JACKSONVILLE RULES AND REGULATIONS.

The same rules, regulations and penalties that apply to waterfront lots shall regulate non-shoreline lots where applicable, unless they are superseded by ordinances or as noted in the lake rules and regulations.

SECTION 4 RIGHT TO DIG OR DRILL FOR WATER.

Any person who leases a non-shoreline lot located outside the city limits shall have the right to dig or drill a water well for residential and yard purposes for that lot and shall not be used for any commercial purpose.

ARTICLE IX: TRAILERS

SECTION 1 LOCATIONS OF TRAILERS AND PREFABRICATED STRUCTURES.

(A) Trailers, mobile and modular homes, transported to site on wheels, shall be allowed in trailer area only.

(B) Offsite assembled living quarters, trailer houses, modular homes, etc. will be permitted to be placed in designated areas only.

SECTION 2 CONSTRUCTION ON LOTS RESTRICTED.

(A) Any construction on any lot of the trailer house subdivision shall be of the type suitable for use only in conjunction with and not independent of any trailer house or mobile home, including such improvements as porches, auxiliary room and similar improvements which have utility use only in connection with the trailer house or mobile home.

(B) In no event shall any constructed improvements pursuant to this section be used other than for storage purposes, except when used in conjunction with a trailer house

or mobile home.

SECTION 3 NUMBER OF LOTS PER PERSON RESTRICTED.

No person shall be permitted to lease more than two(2) lots in the Trailer House Subdivision.

SECTION 4 APPLICABILITY OF ARTICLE.

All of the rules and regulations governing Lake Jacksonville, except where in conflict with article IX shall likewise govern and control the use, occupation and enjoyment of lots located within the Trailer House Subdivision herein designated as the trailer area of Lake Jacksonville.

ARTICLE X: MORTGAGE, FORFEITURES, AND LEASES

SECTION 1. DEFINITIONS.

(A) As used in this article the following terms shall have the respective meaning ascribed to them:

MORTGAGE: A valid deed of trusts, a valid vendor's lien secured by a deed of trust, a valid mechanic's and material-man's lien contract and any other valid instrument used to secure the indebtedness for purchase price, payment of taxes, leasehold improvements or a valid Home Equity Loan.

MORTGAGEE: The contracting party, non-lessee, who either advances the purchase money, or the loan proceeds of a valid Home Equity Loan or is a lessee-vendor who retains a vendor's lien in the transfer of the leasehold, the contractor and his assigns, mechanic's and material-man's lien contract holder or the party who ultimately advances the money representing the debt for leasehold improvements.

MORTGAGOR: The debtor-lessee whether singular or plural.

(B) Each term used above in this division shall be construed in its broadest sense to cover any conceivable situation where a debt exists and security is obtained by a lien on the lot leasehold improvements situated thereon.

SECTION 2. MORTGATE REGISTRATION-PROCEDURE.

Any mortgage may be registered with the City as the lessor by the filing with the City Secretary of a photocopy or a certified copy of the original recorded mortgage, together with the current address of the mortgagor and the mortgagee, the receipt of which shall be acknowledged by the City by- a letter from the office of the City Secretary to the lessee and to the mortgagee or at the address of the parties as shown, which letter shall contain the following language: "Receipt is hereby officially acknowledged by the City of Jacksonville, Texas of a copy of the instrument or record in Volume, Page, of the record shown thereon of Cherokee County, Texas. This is to certify that the instrument referred to has been duly registered in the official lease file of the City of Jacksonville in accordance with the Rules and Regulations Governing Lake Jacksonville"

(A) Each mortgage to be registered must contain the following language: "Mortgagor hereby conditionally assigns to the mortgagee herein the lease from the City of Jacksonville on the lot herein described as additional security for the payment of the debt described herein so long as the Mortgagor faithfully pays the debt described herein; however, should the City of Jacksonville, the Lessor or Mortgagor herein, ever declare a forfeiture of said lease for any reason as to the interest, said assignment

conditionally made shall become final and binding upon Mortgagor herein being actuated by the declaration and recordation of the forfeiture by the City of Jacksonville as set out in the Rules and Regulations Governing Lake Jacksonville, without regard to whether or not the payment of the debt herein described are current”.

SECTION 3. EFFECT OF REGISTRY.

(A) Every owner of a mortgage properly register as provided in section above shall be entitle to any notice to which the lessee of said mortgaged lot be entitled to receive.

(B) In the event of default by the lessee of any of the terms and provisions of the mortgage other security instrument, the City (subject to the terms and provisions of the lease and all applicable rules and regulations of the City) shall recognize the mortgagee as the new lessee whether said mortgagee acquires the lease by voluntary assignment of said lease by the original lessee in satisfaction of the debt and lien, or by the involuntary assignment of said lease by foreclosure under a valid security instrument or by any other legal action; provided all the terms and provisions of said lease are being complied with by said lessee, mortgagee or other occupant, as the case may be.

SECTION 4. REGISTRATION REQUIRED TO BIND CITY.

No mortgage or instrument affecting a lease between the City as lessor and an individual, firm, or corporation as lessee shall be binding upon said City unless and until the same has been registered in accordance with Lake Jacksonville Rules and Regulations.

SECTION 5. FORFEITURE.

(A) In the event of forfeiture of said lease by the City in hands of the lessee because of lessee’s failure to pay the unpaid bonus price, rentals, or both, said forfeiture shall become final as to the mortgagee, unless the mortgagee pays within thirty (30) days of the forfeiture the balance due on said lease and reinstates the same, in which event, the mortgagee thereafter will be recognized as the lessee thereof.

(B) In the event the City gives notice to the lessee and the mortgagee of its intent to forfeit as provided in any Lot Lease Form used by the City, and the lessee fails to remedy the reason for said notice and the City forfeits the lease as to the lessee said forfeiture will not affect the rights of the mortgagee in the event such mortgagee is properly registered with the City as set forth herein.

(C) In the event of forfeiture, such forfeiture shall be evidenced by a written instrument in a recordable form, which act and the instrument when recorded shall terminate the relationship between the City as lessor and the individual lot holder as lessee.

SECTION 6. LEASES

(A) EXECUTION OF LEASES BY CITY SECRETARY-AUTHORIZED

The City Secretary is authorized to execute all lot leases on behalf of the City on lake lots of the City situated on Lake Jacksonville without the joinder of any other official or officer of this municipal corporation.

(B) RATIFICATION OF PRIOR LEASES.

All leases heretofore executed by the City Secretary on lake lots of the City on Lake Jacksonville are ratified and confirmed according to their terms and conditions.

(C) LOT TRANSFER OR ASSIGNMENT-CONSENT

(1) All transfers or assignments of leases must have the prior written consent of the City Secretary, and an executed copy of the transfer of assignment evidencing said consent shall be filed with the City Secretary's office before any transfer or assignment shall be effective as to the City of Jacksonville.

(2) The fee for the voluntary transfer of any lake lot from one (1) owner to another owner shall be two hundred (\$200.00) dollars.

(3) Voluntary herein shall not mean the transfer from one spouse to another spouse in the dissolution of the marriage and property settlement, nor shall it mean the transfer that occurs by the death of the registered lot lessee.

(4)The form for assignment of lake lot from one (1) owner to another shall be shown in Exhibit "A" to Ordinance number 72.6, on file in the office of the City Secretary.

(D) LEASE FORM

All leases of lots for all purposes other than a lease to a concessionaire shall be on the form on file in the office of the City Secretary and made a part hereof for all purposes as if copied verbatim here.

(E) RENTAL FEES

The rental on said lots shall be twenty dollars (\$20.00) per annum plus five (5)per cent of the lot's original bonus price. For example: a lot that leases for three hundred dollars (\$300) will carry a rental per annum of twenty dollars(\$20) plus fifteen dollars (\$15) for a total of thirty-five dollars (\$35). All lots subdivided after November 15, 1985, shall carry an annual rental of two hundred seventy dollars(\$270) per year, unless amended by the City Council of Jacksonville, Texas.

(F) LATE PAYMENT FEE

There is hereby imposed a late payment fee of two hundred fifty dollars (\$250) against the lessee of any Lake Jacksonville leased lot who fails to pay any annua1lease payment or rental or any other fee due in connection with said lease on or before the due date. Said late payment fee shall become applicable at the expiration of notification by certified mail to any leaseholder delinquent in payment of any fee due under said lease. This late payment fee hereby imposed shall be cumulative of the right of the City of Jacksonville to cancel and terminate said lease under the terms and provisions thereof for failure to pay any annual lease payment or other fee due under said lease, or any other remedy provided for the City of Jacksonville under said lease and/or the ordinances and regulations relating to Lake Jacksonville leased lots. Failure to pay any late payment fee applicable under the terms of Ordinance No. 600 of the City of Jacksonville in addition to the regular annual lease payment or any other fee, shall cause any such lease to be subject to cancellation and forfeiture under the terms and provisions of the lease agreement for any default or violation of any lease-provision.

ARTICLE XI: AUTHORITY, RISK, WAIVER

SECTION 1 POWER TO EXCLUDE PERSONS IN VIOLATION OF RULES.

As an additional remedy and not to the exclusion of any other provisions of the rules and regulations governing Lake Jacksonville, the concessionaire, any police officer (general or special), any game warden or any authorized representative of the City shall have the power to exclude from the surface of the Lake or from any property comprising Lake Jacksonville, whether leased or not, any person in violation of the rules and regulations governing Lake Jacksonville.

SECTION 2 ASSUMPTION OF RISK.

The City shall, in no event, be liable to any person on the account of the loss or damage of any property that may be placed in or upon Lake Jacksonville, nor shall the City be liable, in any event, to any person or persons whomsoever on account of personal injuries or loss of life that may be sustained by any person or persons in or upon Lake Jacksonville; and any person entering in or upon Lake Jacksonville shall do so at his sole risk, and shall not be privileged to enter or remain in or upon such reservoir, save and except under the terms and provisions of these regulations that have been or may hereafter be adopted by the City Council of the City of Jacksonville; nor shall the City be responsible or liable in such instances as set out herein.

SECTION 3 WAIVER.

The City Council of the City of Jacksonville may, upon application and after hearing, waive for a specified length of time such of the terms, provisions and conditions of these regulations that may be deemed appropriate for the accommodation of water carnivals, shows, boat races, educational purposes, exhibitions and other special events as may be permitted from time to time and subject to such safety measures as the City Council may require.

ARTICLE XII: PENALTIES

SECTION 1 CANCELLATION OF LEASE FOR VIOLATION.

The breach of any of the regulations contained in these Rules and Regulations by any lessee of lands belonging to the City shall be grounds for cancellation of the lessee's lease in accordance with the procedure for cancellation set out in the Mar 4, 1958 Edition of the standard lot lease for No. 1. now used by the City, or in accordance with the procedure for cancellation set out in any subsequent edition thereof adopted by the City and in use on the date of such violation.

SECTION 2 EXPULSION AND DENIAL OF ACCESS FOR VIOLATION.

The breach of any of the regulations contained in these Rules and Regulations by any person shall be grounds for his expulsion from and the denial to him of access to the property and premises of the City.

SECTION 3 PUNISHMENT FOR VIOLATION.

Any person who violates or fails to comply with any of the foregoing and herein adopted Rules and Regulations Governing Lake Jacksonville or amendment thereof shall be guilty of a misdemeanor and upon conviction shall be punished by fine not to exceed \$200.00. This penal provision shall be cumulative of any and all other legal remedies available and applicable concerning any such violations.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LAKE JACKSONVILLE LEASE

THE STATE OF TEXAS

§

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CHEROKEE

CITY OF JACKSONVILLE

This lease agreement made and entered into by and between the City of Jacksonville hereinafter called "Lessor", and the undersigned, hereinafter called "Lessee".

WITNESSETH

Subject to the covenants, conditions, reservations, restrictions, rules, regulations and ordinances herein contained or referred to, Lessor hereby leases unto Lessee the following described tract or parcel of land lying in the County of Cherokee, State of Texas, insofar as the surface rights only are concerned:

LOT _____ OF BLOCK _____, _____ SUBDIVISION of Lake Jacksonville, according to the map thereof filed in the office of Lessor (or as described on

Exhibit "A" attached hereto and made a part hereof for all purposes.)

For the term of ninety-nine (99) years from and after the date herein specified and for successive consecutive one year renewal terms thereafter upon the payment of the stipulated annual rental, during the ninety-nine (99) year term and thereafter as hereinafter specified:

The Bonus for execution of this lease is \$ _____

() Receipt of which is hereby acknowledged. 2.

THIS lease is for a term of ninety-nine (99) years beginning on the first day of July after the execution hereof so long as the Lessee pays on or before the 1st day of July after the execution hereof to Lessor the twelve (12) months beginning on the 1st of the month after the execution of this lease is prepaid in the bonus price and on or before the 1st of July after the execution hereof Lessee shall pay to the City the pro-rate part of the annual rental due. (For example: "A" leases on March 4, 1958, a lot with a rental of \$48.00 per year according to the rental formula hereinafter provided; then on or before July 1, 1958, Lessee" A" must pay 3/12ths (i.e.: the rent for April, May, and June of the year 1959, or 3/12ths of \$48.00). The annual rental of the above lot is \$20.00 plus five (5) percent of the bonus price or a maximum of \$270 per lot to be paid to the Lessor at the Municipal Building, Jacksonville, Texas, or at such other address as may hereafter be specified; however, for this lease to continue in force with the payments herein specified, Lessee must not be in default of any of the terms or provisions of this lease.

3.

THE normal water level of Lake Jacksonville is estimated to be 422 feet above man sea level, but Lessor reserves the right to fluctuate such water level at will and the right to inundate leased premises up to elevation 432 feet above man sea level. Lessee accepts leased premises subject to such right and, by accepting this lease, releases Lessor from any and all damages of whatsoever kind or character to any person or property which may result from such fluctuation of water level. Further, Lessee agrees that any inundation above 432 feet above man seal level is act of God and no liability shall accrue to the City for the same.

4.

ALL building restrictions, sanitary regulations, hunting and fishing regulations, safety regulations, zoning ordinances, and any and all other regulations and restrictions now in force, or which may be hereafter placed in force by Lessor regarding the use and occupancy of said premises and of Lake Jacksonville in general, are hereby made a part of this contract and incorporated herein by reference, "!", and Lessee accepts said property and premises subject hereto and agrees to abide thereby. Lessee acknowledges receipt of a copy of all restrictions, regulations, and ordinances in effect on the date of this instrument.

5.

LESSOR reserves the right to enter upon said leased premises at any and all reasonable times for the purpose of inspecting the same in order to determine whether Lessee is complying with the provisions and obligations of this lease and in order to perform any obligation or duty which Lessor may have to the public in general, to its water customers, the holders of its revenue bonds, its concessionaires, other lessees of Lessor's property, and in order to enforce and to assist in the enforcement of all valid state and federal laws and regulations, now or hereafter to be in force, governing its operations as a municipal corporation.

6.

LESSEE is hereby granted the right to construct improvements on leased premises, subject to building restrictions, sanitary regulations, zoning ordinances, if any, and any other regulations governing the use and occupancy of said premises now in force, or which may hereafter be placed in force by Lessor, and is given and granted a period of thirty (30) days from and after the expiration of the primary term of any renewal thereof in which to remove any improvements placed thereon. All improvements remaining on the premises after such thirty (30) day period shall be and become the property of the Lessor.

7.

EACH and all of the terms of this contract are an essential part of the consideration for its execution by Lessor, and any violation or default on the part of Lessee shall, at the option of Lessor, terminate this lease. Provided, however that Lessor will not declare or effect a termination hereof unless and until Lessee shall have failed or refused to correct such violation or default within ten (10) days after written notice thereof shall have been given to Lessee. Provided further that the failure of Lessor JO exercise this option to terminate because of a violation or default on the part of Lessee shall not amount to a waiver of the right to terminate the same for any other violation.

8.

A. Notwithstanding any other provision contained in this agreement, Lessor reserves the right to cancel should Lessor determine that leased premises are necessary or required in order for it to effectuate its prime purpose of impounding, storing, and selling of water for industrial, municipal, and other lawful purposes, and in such an event, Lessee will be required to remove during said six (6) month period any improvements placed thereon.

B. In addition to the foregoing right to cancel, Lessor hereby reserves for itself the right to erect, construct, and maintain water and sewer lines, the location of which shall be by mutual agreement of Lessor and Lessee.

C. Lessor reserves for the benefit of the electric, gas, and telephone utilities the right to erect, construct, and maintain their respective service lines, the location of which are to be by mutual agreement of Lessee and the respective utilities.

9.

A. This Lease and the leasehold described herein may be assigned, transferred, mortgaged and sublet by Lessee, subject to the terms and conditions of the Lease, provided such assignee, transferee, or sublessee, acknowledges, in a form acceptable to Lessor, that he, she or it is subject to the terms and conditions of the Lease, and is aware of the rules and regulations governing Lake Jacksonville.

B. Provided any holder of a security interest in the leasehold has given notice to Lessor, in writing, of its security interest covering the property the subject of this Lease, Lessor shall give such holder of such security interest thirty (30) days' notice of any default by any Lessee, and afford such holder of its security interest the opportunity to cure such default or proceed to foreclose its lien on the real property the subject of this Lease.

C. Current Lessee acknowledges that it is aware of its obligation to pay all insurance premiums, homeowner's association dues (if any) or taxes assessed against the leasehold property and any improvements situated or constructed on the real property the subject of this Lease.

D. Provided any holder of a security interest in the leasehold has given notice to Lessor, in writing, of its security interest covering the property the subject of this Lease, Lessor shall give

such holder of such security interest notice of its cancellation of the Lease under paragraph 8A of the lease, such notice to be given within thirty (30) days of Lessor's notice to the Lessee.

10.

For the purpose of giving and receiving all notices and correspondence between the parties, the following addresses shall govern until changed in writing delivered to the other party:

LESSOR:

LESSEE:

MUNICIPAL BUILDING, CITY OF JACKSONVILLE, JACKSONVILLE, TEXAS

THE FOREGOING LEASE IS EXECUTED IN DUPLICATE COUNTERPARTS, EACH HAVING THE FULL FORCE AND EFFECT OF AN ORIGINAL,

THIS _____ DAY OF _____

CITY OF JACKSONVILLE, TEXAS

By: _____
CITY SECRETARY

LESSEE

LESSEE (IF APPLICABLE)

MAILING ADDRESS

CITY, STATE, ZIP CODE

BEFORE ME, on this day personally appeared _____
known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has
ben executed for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS)(

COUNTY OF CHEROKEE)(

CITY OF JACKSONVILLE)(

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared Greg Lowe, known
to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged
to me that the same was the act of said CITY OF JACKSONVILLE, and that she executed the same as the act of said CITY
OF JACKSONVILLE for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CHEROKEE

§

That the **City of Jacksonville** of the County of Cherokee, State of Texas, acting by and through its duly authorized City Secretary, Greg Lowe, for and in consideration of the sum of **Ten Dollars (\$10.00)** and other good and valuable consideration to it in hand paid by _____, the Grantees named herein (whether one or more), the receipt of which is hereby acknowledged, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said _____, whose mailing address is _____, _____, _____, _____, of the County of _____, State of _____, all that certain lot, tract or parcel of land being described as follow:

Leasehold estate created by Lease Agreement by and between the City of Jacksonville Lessor, and _____, Lessee, of even date herewith, and being recorded in the Official Records, Cherokee County, Texas, in and to the following: Lot ____, Block D, South Shore Subdivision, Lake Jacksonville, Cherokee County, Texas according to the plat thereof recorded in Cabinet ____, Slide ____ of the Plat Records of Cherokee County, Texas.

This conveyance is made subject to the following matters, to the extent same are in effect at this time:

1. Any and all restrictions, set back lines, covenants, conditions, roadways, easements and all outstanding mineral reservations and/or conveyances, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property;
2. Building set back lines, utility easements and all other terms and conditions contained in the rules and regulations governing Lake Jacksonville, established by Ordinance No. 72, a certified copy of which is recorded in Vol. 478, Page 75, Deed Records, Cherokee County, Texas, together with any amendments thereof now or hereafter in effect;

COUNTY OF CHEROKEE

§
§

This instrument was acknowledged before me on the ____ day of _____,
2022, by Greg Lowe, City Secretary of the City of Jacksonville, Texas.

Notary Public, State of Texas

ACCEPTED:

THE STATE OF TEXAS §
§
COUNTY OF CHEROKEE §

This instrument was acknowledged before me on the ____ day of _____, 2022, by
_____.

Notary Public, State of Texas

After Recording, Return to:

