

CONTRACT FORM

Name:

Division of Recreation & Parks

Description:

River Rise Preserve State
Park

Category (circle one):

Building -Office Space Agreements

Interlocal Government Agreements

Recreation Agreements

Construction Agreements

Maintenance Agreements

Service Agreements

Employment Agreements

Professional Service Agreements

Start Date:

9/12/14

End Date:

9/11/2034

Auto Review (circle one):

Yes

No

Review every _____ months.

OAS1

State of Florida Department of Environmental Protection,
Division of Recreation and Parks

SUBLEASE AGREEMENT

Sublease Number 3638-01

THIS SUBLEASE AGREEMENT is entered into this 12th day of September 2014, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, hereinafter referred to as "SUBLESSOR", and COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "SUBLESSEE".

WITNESSETH

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. ACKNOWLEDGMENTS: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR as River Rise Preserve State Park under TRUSTEES' Lease Number 3638 (formerly Lease No. 2324).
2. DESCRIPTION OF PREMISES: The property subject to this sublease agreement, is situated in the County of Columbia, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. SUBLEASE TERM: The term of this sublease shall be for a period of twenty (20) years commencing on September 12, 2014 and ending on September 11, 2034, unless sooner terminated pursuant to the provisions of this sublease. Once the first term of this twenty (20)-year sublease period expires, this sublease may be renewed for two (2) additional ten (10)-year terms if both SUBLESSOR and SUBLESSEE agree to such renewal.
4. PURPOSE: SUBLESSEE shall manage the subleased premises only for the establishment and operation of a boat ramp to provide public access to the Santa Fe River, along with other related uses necessary for the accomplishment of this purpose as designated in a management plan required by paragraph 7 of this sublease.
5. CONFORMITY: This sublease shall conform to all terms and conditions of TRUSTEES' Lease Number 3638 (formerly Lease No. 2324) between the TRUSTEES and SUBLESSOR'S predecessor in interest (the Florida Board of Parks and Historic Memorials) dated January 23, 1968, a copy of which is attached hereto as

Exhibit "B", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.

6. QUIET ENJOYMENT AND RIGHT OF USE: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. MANAGEMENT PLAN: SUBLESSEE shall prepare and submit a Land Use Plan for the subleased premises in accordance with Section 253.034, Florida Statutes, within twelve months of the effective date of this sublease. The Land Use Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the State of Florida Department of Environmental Protection, Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of the TRUSTEES and SUBLESSOR until the Land Use Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the subleased premises. The Land Use Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal, or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary purpose for which the subleased premises were acquired. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Land Use Plan without the advance written approval of the TRUSTEES and SUBLESSOR. The Land Use Plan prepared under this sublease shall identify management strategies for

exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

8. ASSIGNMENT: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. RIGHT OF INSPECTION: TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

10. PLACEMENT AND REMOVAL OF EQUIPMENT: All buildings, structures, improvements and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR. Removable equipment placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. INSURANCE REQUIREMENTS: During the term of this sublease SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. During the term of this sublease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, SUBLESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name SUBLESSOR and the State of Florida as additional insureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard,

Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE shall immediately notify SUBLESSOR and the insurer of any erection or removal of any building or other improvement on the subleased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

12. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 769.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

13. PAYMENT OF TAXES AND ASSESSMENTS: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

14. NO WAIVER OF BREACH: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

15. TIME: Time is expressly declared to be of the essence of this sublease.

16. NON-DISCRIMINATION: As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to 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 subleased

premises or upon lands adjacent to and used as an adjunct of the subleased premises.

17. UTILITY FEES: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

18. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

19. RIGHT OF AUDIT: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and SUBLESSOR and or the TRUSTEES shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

20. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

21. NOTICES: All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR:	State of Florida
	Department of Environmental Protection
	Division of Recreation and Parks
	Office of Park Planning, Mail Station 525
	3800 Commonwealth Boulevard
	Tallahassee, Florida 32399-30000
	Attention: Bureau Chief or Land Administration Coordinator

SUBLESSEE: Board of County Commissioners, Columbia County, Florida
Post Office Box 1529
Lake City, Florida 32056-1529
Attention: Director Landscape and Parks

Mandatory copy to:

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF STATE LANDS
BUREAU OF PUBLIC LAND ADMINISTRATION, MS 130
3800 COMMONWEALTH BOULEVARD
TALLAHASSEE, FLORIDA 32399-3000

22. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.

23. DAMAGE TO THE PREMISES: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of

SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage.

SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

24. ENVIRONMENTAL AUDIT: At SUBLESSOR'S discretion, SUBLESSEE shall provide SUBLESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this sublease, and if necessary a Phase II environmental site assessment.

25. SURRENDER OF PREMISES: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of

the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications of the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises a representative of SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises do not meet all conditions as set forth in paragraphs 17 and 34 herein, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

26. BEST MANAGEMENT PRACTICES: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(b), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

27. SOVEREIGNTY SUBMERGED LANDS: This sublease does not authorize any use of lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

28. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

29. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

30. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
31. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.
32. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.
33. SUBSUBLEASES: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.
34. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.
35. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
36. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to

locate, identify, protect, and preserve the archaeological and historic sites and properties on the subleased premises.

37. GOVERNING LAW: This sublease shall be governed by and interpreted according to the laws of the State of Florida.

38. SECTION CAPTIONS: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

39. ADMINISTRATIVE FEE: SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

40. SPECIAL CONDITIONS: The following special conditions shall apply to this sublease:

1. SUBLESSEE shall maintain its own signage for the boat ramp.
2. SUBLESSEE shall monitor and protect the known archaeological site (commonly known as Old Railroad Trestle Ridge) located on the subleased premises at its sole cost and expense or at no cost to River Rise Preserve State Park, SUBLESSOR, the State of Florida or the TRUSTEES.
3. SUBLESSEE shall be responsible for monitoring and ensuring that the current fruit vendor located on the subleased premise is operated in accordance with all applicable county, state and federal ordinance, laws, statutes, rules, and regulations..

IN WITNESS WHEREOF, the parties have caused this sublease to be executed on the day and year first above written.

[Signature]
Witness
Dylan Rottman
Print/Type Witness Name

[Signature]
Witness
Jennifer Carver
Print/Type Witness Name

STATE OF Florida
COUNTY OF Leon

STATE OF FLORIDA DEPARTMENT OF Environmental
PROTECTION, Division of Recreation and Parks

By: [Signature] (SEAL)
Lewis P. Scruggs

Title: Environmental Administrator
Office of Park Planning

"SUBLESSOR"

The foregoing instrument was acknowledged before me this 17th day of September 2014, by Lewis P. Scruggs, as Environmental Administrator of Office of Park Planning, Division of Recreation and Parks, State of Florida Department of Environmental Protection who is/are personally known to me or who produced _____ as identification.

[Signature]
Notary Public, State of Florida

Paula Knight
Print/Type Notary Name

Commission Number:

Commission Expires:



Penny D. Stanley
Witness
Penny D. Stanley
Print/Type Witness Name
Linda S. Howard
Witness
Linda S. Howard
Print/Type Witness Name

COLUMBIA COUNTY, FLORIDA
By its Board of County Commissioners

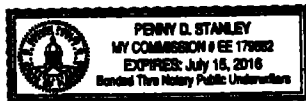
By: [Signature] (SEAL)
Roland William
Title: Chairman

Attest: P. Dewitt Cason
P. Dewitt Cason
Print/Type Name
Title: Clerk

(OFFICIAL SEAL)
"SUBLESSEE"

STATE OF Florida
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 17th day of July, 2014, by Roland William and [Signature], as Chairman and [Signature], respectively, on behalf of the Board of County Commissioners of Columbia County, Florida. They are personally known to me or produced [Signature] as identification.



Penny D. Stanley
Notary Public, State of Florida
Penny D. Stanley
Print/Type Notary Name

Commission Number:

Commission Expires:

Consented to by the TRUSTEES on 12th day of SEPTEMBER, 2014.

Board of Trustees of the Internal
Improvement Trust Fund of the State of
Florida

By: Cheryl C. McCall
Cheryl C. McCall, Chief,
Bureau of Public Land Administration,
Division of State Lands, State of
Florida Department of Environmental
Protection, as Agent for and on behalf
of the Board of Trustees of the Internal
Improvement Trust Fund of the State
of Florida

Approved as to Form and Legality
By: [Signature]
DEP Attorney

EXHIBIT "A"

(Description of subleased premises)

Commence at the Intersection of the Northeasterly right-of-way of US #27 and the South line of Section 29, said Point being the POINT OF BEGINNING; thence N 59° 02' 32" W, along the right-of-way of US #27 a distance of 171.80 feet, thence N 39° 26' 31" E, 366.80 feet, more or less to the waters of the Santa Fe River, thence Southerly, along the waters edge of said Santa Fe River, 533 feet, more or less to the Northeasterly right-of-way of said US #27, thence N 59° 02' 32" W, along said right-of-way, 273.43 feet, more or less to the POINT OF BEGINNING. Said lands being in Sections 29 and 32, Township 7 South, Range 17 East, Columbia County, Florida and containing 2.3 acres.

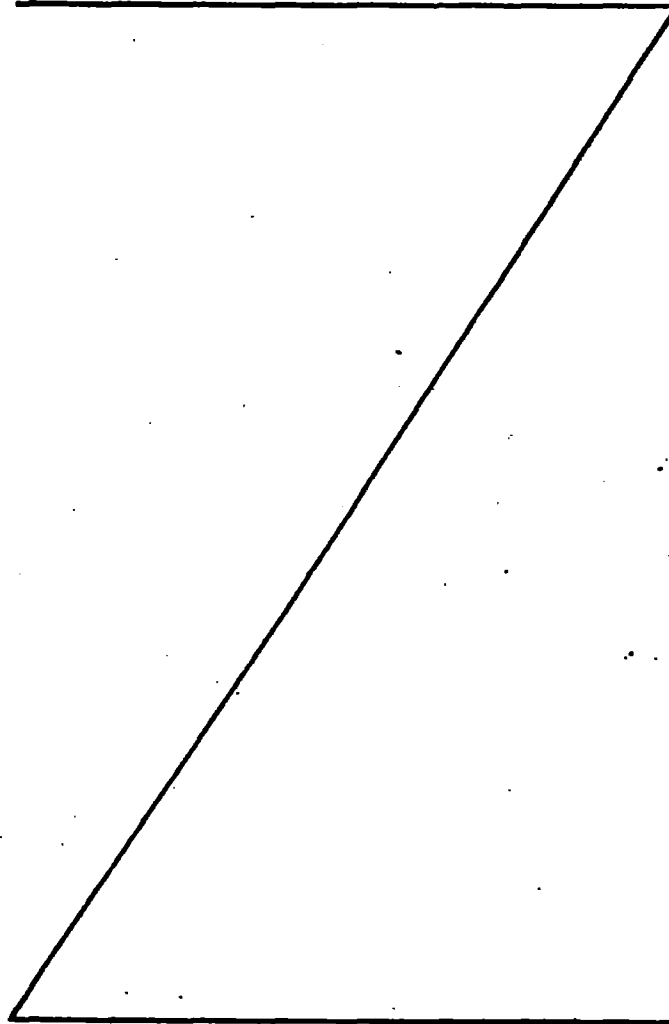


EXHIBIT "B"
(Copy of Executed Lease)
LEASE AGREEMENT.

No. 2324

WHEREAS the Trustees of the Internal Improvement Fund of the State of Florida, by virtue of Chapter 67-269, as amended by Chapter 67-2236, Laws of Florida, hold title to certain lands and property presently being utilized by the state for park and recreational purposes; and

WHEREAS, the Trustees of the Internal Improvement Fund of the State of Florida, by formal action on January 23, 1968, authorized a lease agreement with the Florida Board of Parks and Historic Memorials, an agency of the State of Florida, to permit and to confirm certain uses of and activities on the lands and property hereinafter described, for the purpose of developing, operating and maintaining said lands and property for outdoor recreational, park, conservation, historic and related purposes.

NOW, THEREFORE, this agreement made this 23rd day of January, 1968, between the Trustees of the Internal Improvement Fund of the State of Florida, as lessors, and the Florida Board of Parks and Historic Memorials, as lessee,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessors do hereby lease to the lessee the following described property in the State of Florida, together with the improvements thereon:

Addison Blockhouse, Volusia County
Anastasia, St. Johns County
Bahia Honda and Long Key, Monroe County

1

Prepared by:

Thomas E. Boyle
Assistant Attorney General

Bulow Ruins, Flagler County
 Cedar Key, Levy County
 Collier Seminole, Collier County
 Constitution Monument, Gulf County
 Cowpens, Monroe County
 Crows Bluff, Lake County
 Falling Waters, Washington County
 Florida Caverns, Jackson County
 Fort Clinch, Nassau County
 Frank B. Butler, St. Johns County
 Gold Head Branch, Clay County
 Highlands Hammock, Hardee and
 Highlands Counties
 Hillsborough River, Hillsborough County
 Hontoon Island, Volusia County
 Hugh Taylor Birch, Broward County
 Jack Island, St. Lucie County
 Jay N. (Ding) Darling Wildlife Sanctuary, Lee County
 John Pennkamp Coral Reef, Monroe County
 Jonathan Dickinson, Martin County
 Kingsley Plantation, Duval County
 Koreshan Unity, Lee County
 Lake Griffin, Lake County
 Manatee Springs, Levy County
 McLarty State Museum, Indian River County
 Myakka River, Manatee and Sarasota Counties
 Natural Bridge, Leon County
 New Smyrna Sugar Mill, Volusia County
 O'Leno, Columbia and Alachua Counties
 Pahokee, Palm Beach County
 Rollins Bird and Plant Sanctuary,
 Duval County
 St. Andrews, Bay County
 San Marcos, Wakulla County
 Suwannee River, Madison, Suwannee and
 Hamilton Counties
 Tomoka, Volusia County
 Torreya, Liberty County
 Turtle Mound, Volusia County
 Yellow Bluff, Duval County
 Alfred B. McClay Gardens, Leon County
 Crystal River, Citrus County
 Dade Battlefield, Sumter County
 Faver Dykes, St. Johns County
 Flagler Beach, Flagler County
 Fort Pickens, Escambia County
 Gamble Mansion, Manatee County
 Green Mound, Volusia County
 Huguenot Memorial, Duval County
 John Gorrie, Franklin County
 Little Talbot Island, Duval County
 Oscar Scherer, Sarasota County
 Yulee, Citrus County
 Olustee Battlefield, Baker County
 Tallahassee Meridian, Leon County
 DeBary Hall, Volusia County
 Madira Bickel Mound, Manatee County

2. It is understood and agreed by the parties that the foregoing list of properties is intended to include all state parks therein named, the same having been previously conveyed to the Trustees of the Internal Improvement Fund by the Florida Board of Parks and Historic Memorials by deeds dated on or about September 28, 1967, or by other state agencies or have heretofore been held by the Trustees of the Internal Improvement Fund of the State of Florida by virtue of prior conveyances to the State of Florida. The purpose of this lease is to place possession, use and occupancy of all such property in the Florida Board of Parks and Historic Memorials, pursuant to the intent and authority of Chapter 67-269, as amended by Chapter 67-2236, Laws of Florida, and the description or descriptions thereof contained in all deeds vesting title thereto in the Trustees of the Internal Improvement Fund of the State of Florida are incorporated herein by reference as though set out in detail.

TO HAVE AND TO HOLD the above described land for a period of Ninety-nine (99) years from the date hereof, for the purposes of developing, improving, operating, maintaining and otherwise managing said land for public outdoor recreational, park, historic, conservation and related purposes.

3. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

4. The lessee shall through its agents and employees cooperate to prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

5. This agreement is for the specific purpose of public outdoor recreational, park, conservation, historic and related purposes, and the lessee shall have the right to enter into further agreements or to sublease all or any part of the within land so long as the agreement and/or sublease shall effectively carry out and further the general purposes herein described.

6. The lessors or their duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

7. Any inequities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

8. This agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

IN TESTIMONY WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto set their hands and official seals at Tallahassee, Florida, this 31st day of January, 1968, and the Florida Board of Parks and Historic Memorials, an agency of the State of Florida, has duly executed the same by its authorized agent this 30th day of January, 1968.

TRUSTEES OF THE INTERNAL IMPROVEMENT
FUND OF THE STATE OF FLORIDA

Governor

Secretary of State

Attorney General

(SEAL)

Isaac DeKuney
Comptroller

Howard Williams
State Treasurer

Clayton Christian
Superintendent of Public
Instruction

Doyle Connor
Commissioner of Agriculture

As and constituting the Trustees
of the Internal Improvement Fund
of the State of Florida

Attest:

John S. McKand
Secretary

FLORIDA BOARD OF PARKS AND
HISTORIC MEMORIALS

By Robert S. Baynard
Chairman

(SEAL)