

MANAGEMENT LEASE AGREEMENT
BETWEEN
THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION,
DIVISION OF RECREATION AND PARKS

Regarding the District-owned lands being Managed as part of BIG SHOALS STATE PARK

This Management Lease Agreement ("Agreement") is made and entered into this 4th day of August, 2021 ("Commencement Date"), by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT ("District"), and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS ("Department").

WHEREAS, the District and Department entered into Lease Agreement Number 99/00-226 on September 12, 2000, hereinafter referred to as the "Big Shoals Lease," allowing the Department to manage a District-owned 377-acre property commonly referred to as "the Big Shoals Tract" as part of Big Shoals State Park; and

WHEREAS, on May 13, 2009, the District and Department entered into a separate lease agreement hereinafter referred to as the "Bell Springs Lease," in which District leased to the Department an approximate 2-acre rural residential lot with buildings commonly referred to as the "Bell Springs House Site"; and

WHEREAS, on April 12, 2016, the District and Department agreed to amend the Big Shoals Lease to include the Bell Springs House Site in addition to the Big Shoals Tract, hereinafter collectively referred to as "Leased Premises" so that both sites would be managed as part of Big Shoals State Park under the Big Shoals Lease; and

WHEREAS, the initial term of the Big Shoals Lease has expired, and the Parties have continued the Big Shoals Lease under the additional terms as provided therein, but desire to provide for a new term in this Agreement; and

WHEREAS, the Parties additionally desire to separate the management responsibilities, as further provided in this Agreement.

NOW THEREFORE, District and Department, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. **Lease:** District shall lease to Department and Department shall lease from District the Leased Premises as depicted on the location map and as more particularly described in Exhibit "A" attached hereto and by this reference made part hereof ("Leased Premises").

2. **Term of Agreement:** Unless individually terminated or extended, the term of this Agreement shall be equal to the term of Lease Number 3541, wherein Department entered into fifty (50) year term with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for use and benefit and possession of public lands by state agencies which may use and possess them for the benefit of the state (attached hereto and by reference made a part hereof as Attachment "B"). If Lease Number 3541 is terminated prior to expiration, this Agreement shall terminate as well. The Department shall give District thirty (30) days advance written notice of termination of Lease Number 3541 and termination of this Agreement. If Lease Number 3541 is extended, this Agreement shall automatically also be extended for the same period. The Department shall give District thirty (30) days advance written notice of extension of Lease Number 3541, and extension of this Agreement. Notwithstanding the foregoing, the Department and District may mutually agree in writing to terminate or extend this Agreement.

3. **Termination of Lease:** Either party may terminate this Lease by giving six months prior written notice of its intent to do so. In the event such termination is invoked by the District, the District shall reimburse the Department for the appraised value of any fixed capital improvement provided by the Department.

4. **Use and Management of Leased Premises by District:** Consistent with activities authorized in Section 373.1401, Florida Statutes, and to fulfill the District's management responsibilities as provided in Section 373.1391, Florida Statutes, the District shall be responsible for all natural community management activities as specifically identified and listed below:

- a. Natural community management activities on the Leased Premises will follow all goals and objectives identified in the District's Land Management Plan and the approved Unit Management Plan.
- b. District shall assume responsibility for all-natural community management activities on the Leased Premises. These activities shall include timber management, timber sales, reforestation, chemical vegetation control, invasive plant control, mechanical vegetation control, and prescribed fire, including prep and maintenance of fire lines. In the event roads are damaged during natural community management activities, the District will be responsible for conducting any repairs needed to return them to their condition prior to being damaged.
- c. District shall coordinate land management activities with the Department in order to avoid negatively impacting public events, including the residence of the Bell Springs House Site, while ensuring public safety and providing opportunities for public notification, as necessary.

5. Use and Management of Leased Premises by Department: The Department shall be responsible for all management and day to day operations of the Leased Premises, including specifically the use of the Leased Premise for passive public park and recreation activities. The Department is responsible for all recreation and facility management activities including all activities related to road maintenance, trail maintenance, road mowing, boundary line maintenance, facility maintenance (signage, fences, gates, etc.), and recreational site maintenance. This excludes any responsibility for exotic species control.

6. Management Plan: A Management Plan is required during the term of the Lease and the Leased Premises will be incorporated into the Park's Management Plan. The Management Plan shall be updated every ten years in accordance with sections 253.034 and 373.1391, Florida Statutes. Updates will be prepared and submitted to the District for review and approval prior to submission to the Division of State Lands, State of Florida Department of Environmental Protection. The District's review will pertain to the Leased Premises. If the District does not provide the Department with comments within sixty (60) days of receipt of the updated Management Plan, the Management Plan shall be deemed approved by the District. The Management Plan shall provide the basic guidance for all management activities. The District's approval of an updated Management Plan, as it relates to the Leased Premises, shall not be

unreasonably withheld, and the District shall not impose financial or funding requirements that the Department, in the sole opinion of the Department, is not in a position to provide.

7. Non-Transferable Right: This Agreement and any rights, privileges, and duties contained herein are for the sole use of the Department and shall not be assigned or transferred to another party without prior approval of the District. The Department's agents and employees shall take all reasonable measures to provide security against property damage, degradation, and unauthorized uses.

8. Removing Improvements: Unless otherwise provided herein, upon cessation of occupation of Leased Premises, the Department agrees to leave all fixed improvements for the use of the District and to put no claim upon said fixed improvements; or, at the option of the District, the Department agrees to remove any and all improvements on the Leased Premises at the Department's expense.

9. Granting Easement: The Department, subject to prior approval by the District, is hereby authorized to grant utility easements which will be necessary to service authorized Department facilities located within the Leased Premises.

10. Liability: The Department shall assist in the investigation of all injury or damage claims either for or against the District or the State of Florida pertaining to Department's respective areas of responsibility under this Lease or arising out of Department's management programs or activities. Department shall immediately contact the District regarding all such injury or damage claims. Department shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, Florida Statutes. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, Florida Statutes, from all claims, loss, damage and expense, including attorney's fees and costs and attorney's fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Lease. The indemnified party will have the right to approve counsel selected by the indemnifying party. This provision does not constitute a waiver of either party's sovereign immunity or extend either party's liability beyond the limits established in Section 768.258, Florida Statutes. Additionally, this provision will not be construed to impose contractual liability on either party for underlying tort claims as

described above beyond the limits specified in Section 768.28, Florida Statutes. The District's liability is further limited by the provisions of Section 373.1395, Florida Statutes. This provision shall survive the expiration or termination of this Lease.

11. **Notices:** Any notices required to be given hereunder, or which either party hereto may desire to give to the other, shall be in writing. Such notice may be given by mailing the same by United States mail, registered or certified, return receipt requested, postage prepaid, addressed

to the District at:

and to the Department at:

Suwannee River Water Management District
Attn: Chief, Office of Land Management
9225 County Road 49
Live Oak, FL 32060

Department of Environmental Protection
Division of Recreation and Parks
Office of Park Planning, Mail Station 525
Attention: Bureau Chief
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

or to other such addresses as the respective parties may from time-to-time designate by notice given in the manner provided in this section and shall be deemed complete upon receipt thereof.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Suwannee River Water Management District and State of Florida Department of Environmental Protection, Division of Recreation and Parks have caused this Agreement to be signed on the day and year first above written.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

Tilda Musgrove
Witness

By: [Signature]
Virginia H. Johns
Chair

Tilda Musgrove
Print/Type Witness Name
[Signature]
Witness

ATTEST:
By: [Signature]
Charles Keith
Secretary/Treasurer

Katelyn C. Potter
Print/Type Witness Name



**STATE OF FLORIDA
COUNTY OF SUWANNEE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of July, 2021, by Virginia H. Johns and Richard Schwab, as Chairman and Secretary/Treasurer, respectively, of the Suwannee River Water Management District, on behalf of said water management district, who are personally known to me.

[Signature]
Notary Public, State of Florida

Robin R. Lamm
Print/Type Notary Name



Robin R. Lamm
Notary Public
State of Florida
Comm# HH125486
Expires 8/28/2025

Commission Number: HH125486

Commission Expires: 8/28/2025

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION,
DIVISION OF RECREATION AND PARKS

Angel Granger
Witness
Angel Granger
Print/Type Witness Name

By: Steven A. Cutshaw
Steven A. Cutshaw, Environmental
Administrator, Office of Park Planning
(SEAL)

Daniel Alsentzer
Witness
Daniel Alsentzer
Print/Type Witness Name

Approved for Form and Legality:

By: Melissa Sant
DEP Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 4th day of AUGUST, 2021, by Steven A. Cutshaw as Environmental Administrator, Office of Park Planning, on behalf of the State of Florida Department of Environmental Protection, Division of Recreation and Parks. He is personally known to me.

Joyce Lee Papp
Notary Public, State of Florida
JOYCE LEE PAPP
Print/Type Notary Name

Commission Number

Commission Expires

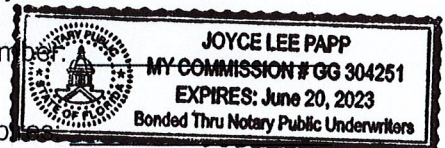


EXHIBIT "A"

LEGAL DESCRIPTION - BIG SHOALS TRACT

Government lot 5, Section 35, Township 1 South Range 16 East, Hamilton County, Florida and being more particularly described as follows:

Commence at the southwest corner of Section 35, Township 1 South Range 16 East Hamilton County, Florida and run N 88 53' 06" E along the south line of said Section 35 a distance of 1360.36' to the southwest corner of the southeast quarter of the southwest quarter said Section 35 and the point of beginning. Then run N 1 10' 35" W along the west line of the east half of the southwest quarter a distance of 7631.01' to the northwest corner of the northeast line of the northeast quarter said Section 35, then N 88 42' 15" E along the north line of the south half of said Section 35 a distance of 2976.81' to a concrete monument on the northwesterly bank of the Suwannee River, then run southwesterly, westerly and southerly along and with the meanders of said northwesterly bank of the Suwannee River 3939' more or less to a concrete monument at its intersection with the northwesterly bank of the Suwannee River and the south line of said Section 35, then S 88 53' 06" W along said south line of Section 35 a distance of 779.74' to the point of beginning. Containing 116.4 acres more or less.

And;

Government lot 3, and a strip of land 80 yards wide across the east side of Government lot 4, Section 2, Township 2 South, Range 16 East Hamilton County, Florida being more particularly described as follows:

Commence at the southwest corner of the east half of the northwest corner of Section 2, Township 2 South, Range 16 East of Hamilton County, Florida. Then run S 89 00' 16" W, along the quarter section line 240.0', then run N 00 54' 05" W 2655 61' to the north boundary line of said Section 2, then run N 88 51' 11" E along said section line 240.0' to the northwest corner of the east half of the northwest corner of said Section 2, then continue N 88 51' 11" E along said north boundary of Section 2, 779.74' to the west bank of the Suwannee River, then run southeasterly along said west bank of the Suwannee River as follows, S 31 01' 27" E 410.98' to a point, then S 23 25' 53" E 467.44' to a point, then run S 25 18' 42" E 837.77' to a point, then

run S 19 02' 11" E 786.0 ' to a point, then run S 48 45' 44" ES 35.03' to a point on the south boundary line of the east half of the northwest quarter of said Section 2, then run S 89 00' 16" W, along the quarter section line 2,390.38' to the point of beginning, Containing 100.04 acres, more or less.

And;

A Parcel of land located in the south half of section 2, and in the south half of section 3 in township 2 south, range 16 E, Hamilton county, Florida being more particularly described as follows:

Beginning at the northeast corner of the northwest quarter of the southwest quarter of section 2, township 2 south, range 16 east, Hamilton county, Florida and run S 89 00' 16" W 240' along the 40 line TO A POINT, then run S 63 43' 02" W; 3,311.55', then S 40 21' 33" E 62.54'; then run S 69 01' 01" E 70.69'; then run S 84 49' 46" E 459.12'; then run north 57 02' 09" E 85.52'; then run N 36 35' 45" E 346.38'; then run N 51 48' 04" E 333.07'; then runs 85 36' 01" E 129.13'; then run N 77 38' 20" E 119.26'; then run S 84 35' 59" E 240.07'; then run S 10 56' 40" W 106.66'; then run S 37 09' 41" W 121.68'; then run S 22 23' 57" W 127.93'; then run S 24 54' 15" E 94.99'; then run S 16 14' 07" W 198.51'; then run S 01 40' 44" W 136.53'; then run S 52 40' 28" E 97.46'; then run S 75 58' 15" E 244.29'; then run S 53 29' 00" E 243.25'; then runs 80 59' 01" E 55.43'; then run N 81 53' 33" E 133.84'; then run N 57 10' 25" E 170.17'; then run N 71 28' 29" E 439.26'; then run S 85 46' 12" E 615.18'; then run n 71 49' 02" E 327.87'; then run N 78 03' 07" E 494.21'; then run N 61 17' 41" E 116.01'; then run S 86 07' 42" E 190.69'; then run N 61 18' 13" E 93.20'; then run N 41 43' 05" E 197.23'; then run N 21 49' 11" E 180.26'; then run S 88 16' 18" E 43.52'; then run S 34 10' 36" E 93.90'; then run S 06 47' 27" W 93.03'; then run S 37 20' 50" E 75.00'; then run S 63 21' 11" E 97.90'; then run N 71 52' 21" e 66.29'; then run S 80 19' 00" E 63.91'; then run S 01 20' 49" W 127.63'; then run S 16 05' 01" W 120.92'; then run S 16 02' 27" E 242.47'; then run S 48 10' 21" E 96.62'; then run N 09 41' 43" E 407.59'; then run n 43 01' 27" E 503.12'; then run N 23 23' 28" E 384.66' then run N 01 07' 41" E 348.92'; then run N 17 49' 28" W 325.84'; then run n 33 49' 56" W 389.23'; then run N 89 00' 16" E_2,174.16'; to the point of the beginning. contains 160.58 acres, more or less. (generated from gis information, 7/10/00 - road 1"8 is the southern boundary)

ALL CONTAINING 377.02 ACRES MORE OR LESS.

BELL SPRINGS HOUSE TRACT

The Bell Springs House Tract is 2 acres, more or less, as shown as the "Lease Area" on the location map below and having lot dimensions, as follows: 366ft (northside), 247ft (eastside), 354ft (southside), and 292ft (westside).



Agreement between the Suwannee River Water Management District regarding District-owned Big Shoals tract that the Florida Department of Environmental Protection, Division of Recreation and Park, manages as part Big Shoals State Park. **Page - 10**