

This Sublease was prepared by:
Karen Lee Reecy
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
Action No. 50276

OAS2
[+/- 830.0 acres]

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

SUBLEASE AGREEMENT

Sublease Number 4013-135

THIS SUBLEASE AGREEMENT, is made and entered into this ____ day of _____, 20____, between the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS**, hereinafter referred to as "SUBLESSOR" and **MARION COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to "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 under TRUSTEES' Lease Number **4013**.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease contains approximately 830.0 acres, is situated in the County of Marion, 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 **20** years commencing on March 1, 2024, and ending on February 29, 2044, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 259.032, Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this sublease.

5. **CONFORMITY**: This sublease shall conform to all terms and conditions of TRUSTEES' Lease No. 4013 as amended from time to time, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall, through its agents and employees, prevent the unauthorized use of the property 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 for the full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.
7. **MANAGEMENT PLAN**: SUBLESSEE shall prepare and submit a Management Plan for the subleased premises in accordance with subsection 253.034, Florida Statutes, within twelve months of the effective date of this sublease. The Management Plan shall be submitted to SUBLESSOR for approval through the 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 TRUSTEES and SUBLESSOR until the Management Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the subleased premises. The Management 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 Management 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 Management Plan shall emphasize the original management concept as approved by TRUSTEES at the time of acquisition which established the primary public purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and TRUSTEES at least every ten years. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the advance written approval of TRUSTEES and SUBLESSOR. The Management 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 Management Plan.
8. **ASSIGNMENT**: This sublease shall not be assigned in whole or in part without the prior written consent of TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of 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 of SUBLESSEE in any matter pertaining to this sublease.

10. **PLACEMENT AND REMOVAL OF IMPROVEMENTS:** All buildings, structures, and improvements 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 by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements 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 lease, 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 TRUSTEES 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. In lieu of purchasing insurance, SUBLESSEE may elect to self-insure these coverages. 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:** SUBLESSEE shall assist in the investigation of injury or damage claims either for or against SUBLESSOR, TRUSTEES, or the State of Florida pertaining to SUBLESSEE'S respective areas of responsibility under this sublease or arising out of SUBLESSEE'S respective management programs or activities and shall contact SUBLESSOR, and TRUSTEES regarding the legal action deemed appropriate to remedy such damage or claims. SUBLESSEE is responsible for, and, to the extent allowed by law, shall indemnify, protect, defend, save and hold harmless SUBLESSOR, TRUSTEES, and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury and property damage attributable to the negligent acts or omissions of SUBLESSEE, and its officers, employees, and agents. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event SUBLESSEE subcontracts any part or all of the work performed in the subleased premises, the SUBLESSEE shall require each and every subcontractor to identify the SUBLESSOR and TRUSTEES as an additional insured on all insurance policies required by the SUBLESSEE. Any contract awarded by SUBLESSEE for work in the subleased premises shall include a provision whereby the SUBLESSEE'S subcontractor agrees to indemnify, pay on behalf, and hold the SUBLESSOR and TRUSTEES harmless for all injuries and damages arising in connection with the SUBLESSEE'S subcontract.

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. **SIGNS:** SUBLESSEE shall ensure that the subleased premises are identified as being publicly owned and operated as a public outdoor recreation facility in all signs, literature, and advertising and shall erect signs identifying the facility as being open to the public. If federal grants or funds are used by SUBLESSEE for any project on the subleased premises, SUBLESSEE shall erect signs identifying the subleased premises as a federally assisted project.

15. **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.

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

17. **NON-DISCRIMINATION**: SUBLESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

18. **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.

19. **RIGHT OF AUDIT**: SUBLESSEE shall make available to SUBLESSOR and TRUSTEES all financial and other records relating to this sublease and SUBLESSOR and TRUSTEES shall have the right to either audit such records at any reasonable time or require the submittal of an independent audit by a Certified Public Accountant. 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. **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.

21. **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 planning, bidding, contracting, permitting, restoration, construction, and the use, care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

22. **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: DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Recreation and Parks
3800 Commonwealth Boulevard, 525
Tallahassee, Florida 32399

SUBLESSEE: MARION COUNTY, FLORIDA
Attn. Mr. Jim Coullard, Director
Department of Parks and Recreation
111 SE 25th Avenue
Ocala, Florida 34471

With a mandatory copy to:

Board of Trustees of the Internal Improvement Trust Fund
c/o State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration
3800 Commonwealth Boulevard, M.S. 130
Tallahassee, Florida 32399-3000

23. **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 conferred upon SUBLESSOR herein.

24. **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 the 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.

25. **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.

26. **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 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, 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 to the subleased premises, shall become the property of 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, 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 and improvements located thereon do not meet all conditions as set forth in paragraphs 18 and 36 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

27. **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)(h), 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.

28. **PUBLIC LANDS ARTHROPOD CONTROL PLAN:** SUBLESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this sublease, all of the environmentally sensitive and biologically highly productive lands contained within the subleased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

29. **SOVEREIGNTY SUBMERGED LANDS:** This sublease does not authorize the use of any 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.

30. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the subleased premises is held by 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 TRUSTEES and SUBLESSOR therein.

31. **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.

32. **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.

33. **ENTIRE UNDERSTANDING:** This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of TRUSTEES and SUBLESSOR.

34. **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.

35. **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.

36. **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 Management Plan, and meeting all building and safety codes. SUBLESSEE 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.

37. **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.

38. **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 ensure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the subleased premises.

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

40. **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.

[Remainder of page intentionally left blank; Signature page follows]

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

WITNESSES:

Original Signature

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

(SEAL)

Print/Type Name of Witness

BY: _____

Address: 3900 Commonwealth Blvd, Tallahassee, FL 32399

Daniel Alsentzer, Environmental Administrator
Office of Park Planning

Original Signature

"SUBLESSOR"

Print/Type Name of Witness

Address: 3900 Commonwealth Blvd, Tallahassee, FL 32399

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 20____, by Daniel Alsentzer, as Environmental Administrator, Office of Park Planning for and on behalf of State of Florida Department of Environmental Protection, Division of Recreation and Parks. He is personally known to me or who has produced _____, as identification.

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

ATTEST:

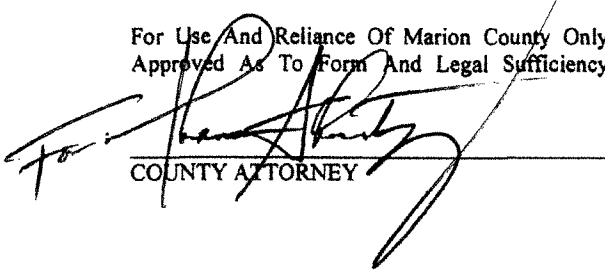
MARION COUNTY, FLORIDA, a political
subdivision of the State of Florida
By its Board of County Commissioners

BY: _____

KATHY BRYANT, CHAIRMAN

Gregory C. Harrell,
CLERK OF THE COURT

For Use And Reliance Of Marion County Only,
Approved As To Form And Legal Sufficiency:



COUNTY ATTORNEY

"SUBLESSEE"

Consented to by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida on the _____
day of _____, 20 ____.

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

BY: _____
Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for and
on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida.

Approved subject to proper execution:

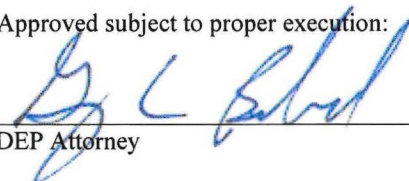
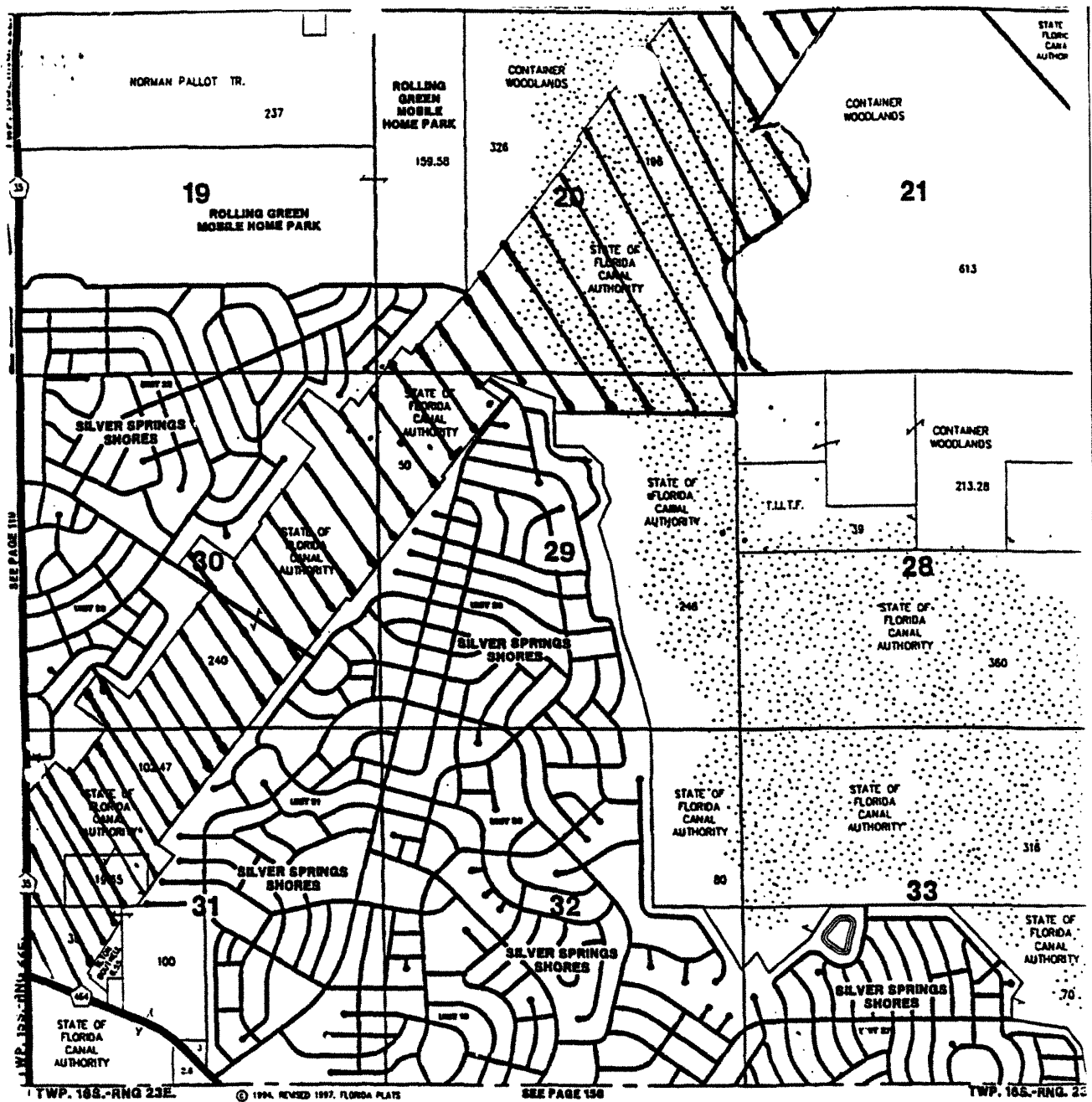
By:  _____ 02-10-2025
DEP Attorney Date

EXHIBIT "A"

GENERAL DESCRIPTION

BASELINE TO MARSHALL SWAMP TRAIL

That portion of the Cross Florida Greenway lying in Sections 31, 30, 29, 20, 17 and 16 Township 16 South, Range 23 East lying between the State Road 35 Right of Way to the West, County Road 464 Right of Way to the South, private land to the northwest, the County Highway 314 Right of Way to the Northeast and private land to the southeast equaling 830 acres MOL depicted in the attached map.



BASELINE TO MARSHALL SWAMP TRAIL
EXHIBIT "A"

EXHIBIT "B"

(1) 4013

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

LEASE AGREEMENT

Greenways
State
Recreation
Area

Lease No. 4013

This lease is made and entered into this 27th day of October, 1993, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, for the use and benefit of the Office of Greenways Management, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, pursuant to Section 253.03, Florida Statutes, the LESSOR is authorized to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the people of the State of Florida; and

WHEREAS, pursuant to Section 374.001, Florida Statutes, and Chapter 93-213, Laws of Florida, the LESSOR recently received title to certain lands and improvements formerly owned by the Canal Authority of the State of Florida; and

WHEREAS, Pursuant to Section 402 of the Water Resources Act of 1990, Public Law 101-640, LESSOR recently received title to certain lands and improvements formerly owned by the United States of America; and

WHEREAS, pursuant to the provisions of sections 48-67 of Chapter 93-213, Laws of Florida (hereafter "the Greenways Bill"), the subject lands and improvements are included within the boundaries of the Cross Florida Greenways State Recreation and Conservation Area (hereafter "the Greenways lands") created by the Florida Legislature; and

WHEREAS, the Greenways Bill created an Office of Greenways Management within the Department of Natural Resources (now the Department Environmental Protection), and mandated that the Greenway lands are to be managed by the Office of Greenways Management;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, LESSOR leases the below described premises to LESSEE subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.

2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the Counties of Citrus, Levy, Marion and Putnam, State of Florida, and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".

3. TERM: The term of this lease shall be for a period of fifty (50) years, commencing on October 27, 1993, and ending on October 26, 2043, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: LESSEE shall manage the leased premises as a multiple use area pursuant to s. 253.034(1)(a), Florida Statutes, or for such other purposes as authorized by the provisions of the Greenways Bill adopted by the Legislature.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein, subject, however, to any pre-existing easements, rights-of-way and other third-party interests which were in existence at the time that the leased premises were conveyed to the LESSOR and which, pursuant to the terms of the operative instruments, remain in full force and effect.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. MANAGEMENT PLAN: Within sixty (60) days of the effective date of this lease, the Office of Greenways Management, Department of Environmental Protection, shall file with the Bureau of Land Management Services, Division of State Lands, Department of

Page 2 of 149
Lease No. 4013

Environmental Protection, a copy of the Cross Florida Greenways State Recreation and Conservation Area Management Plan published on August 30, 1992, and referenced in the Greenways Bill. The above-referenced Management Plan, as amended from time to time, shall hereinafter be referred to as the "Management Plan". The leased premises shall not be developed or physically altered in any way other than what is necessary to implement the Management Plan. LESSEE shall not use or alter the leased premises except as provided for in the Management Plan. The LESSOR and LESSEE recognize that there are rhesus monkeys existing on a portion of the Leased Premises. The LESSOR and LESSEE acknowledge that, in Section 58 (d) of the Greenways Bill, the Legislature charged the Florida Game and Fresh Water Fish Commission with the responsibility for immediate control of the rhesus monkeys and for conducting a study to be presented to the Trustees of the options available for the ultimate fate of the monkeys. The introduction of additional exotic species is prohibited, except when specifically authorized by the Management Plan or authorized by the LESSOR.

8. RIGHT OF INSPECTION: LESSOR or its duly authorized agents shall have the right at any and all times to inspect the leased premises and the works and operations thereon of LESSEE, in any matter pertaining to this lease.

9. INSURANCE REQUIREMENTS: LESSEE shall procure and maintain adequate fire and extended risk insurance coverage for any improvements or structures located on the leased premises in amounts not less than the full insurable replacement value of such improvements by preparing and delivering to the Division of Risk Management, Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form immediately upon erection of any structures as allowed by paragraph 4 of this lease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvements on the leased premises and any changes affecting the value of the improvements shall be submitted to the following: Bureau of Land

Management Services, Division of State Lands, Department of Environmental Protection, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399.

10. LIABILITY: LESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to LESSEE'S respective areas of responsibilities under this lease or arising out of LESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims.

11. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease 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 Department of State, Division of Historical Resources. The implementation by the LESSEE of the Management Plan 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 leased premises.

12. EASEMENTS: The LESSOR and LESSEE recognize that the Management Plan expressly recognizes the potential need for and specifically authorizes the grant of future transportation and utility rights-of-way across the leased premises, subject to the statutory conditions set forth in the Greenways Bill. LESSOR and LESSEE agree to confer and to cooperate regarding the granting of all instruments necessary and appropriate to establish such rights-of-way. All easements or rights-of-way including, but not limited to, the transportation and utility rights-of-way referenced above, and all other utility easements are expressly prohibited without the prior written approval of LESSOR. Any easements or rights-of-way not approved in writing by LESSOR shall be void and without legal effect.

13. SUBLEASES: The leased premises was conveyed to the
Page 4 of 149
Lease No. 4013

LESSOR subject to certain annual protective custody, recreational and related leases, listed in Exhibit "B" attached hereto. Any extension of the term of any of said pre-existing leases or the granting of any other leases or subleases affecting the leased premises are prohibited without the prior written consent of LESSOR. Any such extension of term or additional lease or sublease not approved in writing by LESSOR shall be void and without legal effect.

14. SURRENDER OF PREMISES: Upon termination or expiration of this lease LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, written notification shall be made to the Bureau of Land Management Services, Division of State Lands, Department of Environmental Protection, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida 32399, at least six (6) months prior to the release of all or any part of the leased premises. Notification shall include a legal description, this lease number and an explanation of the release. The release shall only be valid if approved by LESSOR through execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon expiration or termination of this lease, all improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises, a representative of the Division of State Lands shall perform an on-site inspection and the keys to any buildings on the leased premises shall be turned over to the Division. If the leased premises and improvements located thereon do not meet all conditions set forth in paragraphs 18 and 21 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

15. BEST MANAGEMENT PRACTICES: LESSEE shall implement

applicable Best Management Practices for all activities conducted under this lease in compliance with the provisions of the Management Plan for the protection and enhancement of the leased premises.

16. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one (1) year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 10D-54, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

17. DUPLICATE ORIGINALS: This lease is executed in duplicate originals each of which shall be considered an original for all purposes.

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

19. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

20. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers. Such buildings and other improvements shall require the prior written approval of LESSOR as to purpose location, and design, unless specifically authorized by the Management Plan. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR, unless authorized by the Management Plan. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased

premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

21. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, maintaining all planned improvements as set forth in the Management Plan meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be at the date of this lease; provided, however, that any removal, closure, etc., of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, and enhancement of the natural and historical resources within the leased premises and with the Management Plan.

22. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

23. BREACH OF COVENANTS, TERMS, OR CONDITIONS: S h o u l d LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty (60) days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty (60) days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

24. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease 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 LESSOR of any one of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

25. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

26. CONDITIONS AND COVENANTS: All of the provisions of this lease shall be deemed covenants running with the land included in the leased 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.

27. DAMAGE TO THE PREMISES: LESSEE agrees that it will not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises, any act which may result in damage or depreciation of value to the leased premises, or any part thereof. LESSEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents used or produced in LESSEE'S operations, on the leased premises or on any adjacent state land or in any manner not permitted by law.

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

29. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises

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

30. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE 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.

31. TIME: Time is expressly declared to be of the essence of this lease.

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

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

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

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

By: Daniel T. Crabb (SEAL)
CHIEF, BUREAU OF LAND MANAGEMENT
SERVICES, DIVISION OF STATE LANDS,
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

LESSOR"

Odessa Hunter
Witness

Odessa Hunter
Printed or Typed Name

Judith E. Saunders
Witness

JUDITH E. SAUNDERS
Printed or Typed Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th
day of October, 1993, by Daniel T. Crabb, Chief, Bureau of State
Lands Management, Department of Environmental Protection, who
is/are personally known to me and who did not take an oath.

My Commission Expires:



SYLVIA Y. SCOTT
MY COMMISSION # CC295550 EXPIRES
July 25, 1997
BONDED THRU TROY FARM INSURANCE, INC.

Sylvia Y. Scott
Notary Public, State of Florida
Printed, typed or stamped name:

CC295550

(Serial Number, if any)

Approved as to Form and Legality

By: William C. Robinson
DEP Attorney

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION,
OFFICE OF GREENWAYS MANAGEMENT

By: R. Dale Patchett (SEAL)
R. Dale Patchett

Its: Deputy Assistant Secretary

"LESSEE"

Denise F. Brinkley
Witness

Denise F. Brinkley
Printed or Typed Name

John C. White
Witness

JOHN C. WHITE
Printed or Typed Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th
day of OCTOBER, 1993, by R. Dale Patchett, Deputy Assistant
Secretary, Department of Environmental Protection, Office of
Greenways Management, who is personally known to me and who
did/(did not) take an oath.

My Commission Expires:



B. ANN HENSON
Notary Public, State of Florida
My Comm. Exp. Sept. 27, 1997.
Comm. No. CC 318915

B. Ann Henson
Notary Public, State of Florida
Printed, typed or stamped name:
B. ANN HENSON
CC 318915
(Serial Number, if any)

(Exhibit A To Lease 4013 is intentionally omitted)

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

AMENDMENT NUMBER 27 TO LEASE NUMBER 4013

THIS LEASE AMENDMENT is entered into this 8th day of April, 2013, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, for the use and benefit of the DIVISION OF RECREATION AND PARKS, successor in interest to the OFFICE OF GREENWAYS MANAGEMENT, hereinafter referred to as "LESSEE".

WITNESSETH

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on October 27, 1993, LESSOR and LESSEE entered into Lease Number 4013, as amended from time to time (the Lease); and

WHEREAS, LESSOR and LESSEE desire to amend the Lease to extend the term until October 26, 2072.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Paragraph 3 of the Lease is amended and restated as follows:

3. TERM: The term of this lease shall be for a period commencing on October 27, 1993, and ending on October 26, 2072, unless sooner terminated pursuant to the terms and provisions of this Lease.

2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease except as amended shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE as of the date of this amendment.

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

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

Jerry Bentley
Witness
Jerry Bentley
Print/Type Witness Name

Keith Clayton
Witness
Keith Clayton
Print/Type Witness Name

By: Stephanie Leeds (SEAL)
STEPHANIE LEEDS,
ASSISTANT DIRECTOR, DIVISION
OF STATE LANDS, STATE OF
FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8th day of April, 2013, by Stephanie Leeds, Assistant Director, Division of State Lands, State of Florida Department of Environmental Protection, acting as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Keith C. Clayton
Notary Public, State of Florida
Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to Form and Legality

By: Samuel H. H. H.
DEF Attorney

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

[Signature]
Witness
MATTHEW D. KLEIN
Print/Type Witness Name
[Signature]
Witness
Annie L. Hunter
Print/Type Witness Name

By: [Signature] (SEAL)
Albert G. Gregory, Environmental
Administrator, Office of Park Planning

"LESSEE"

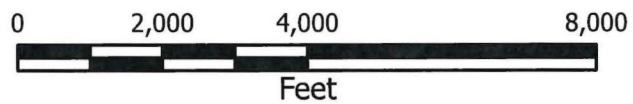
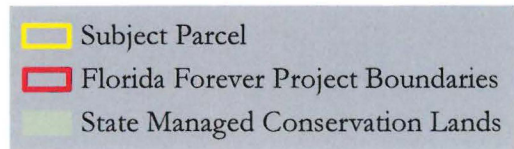
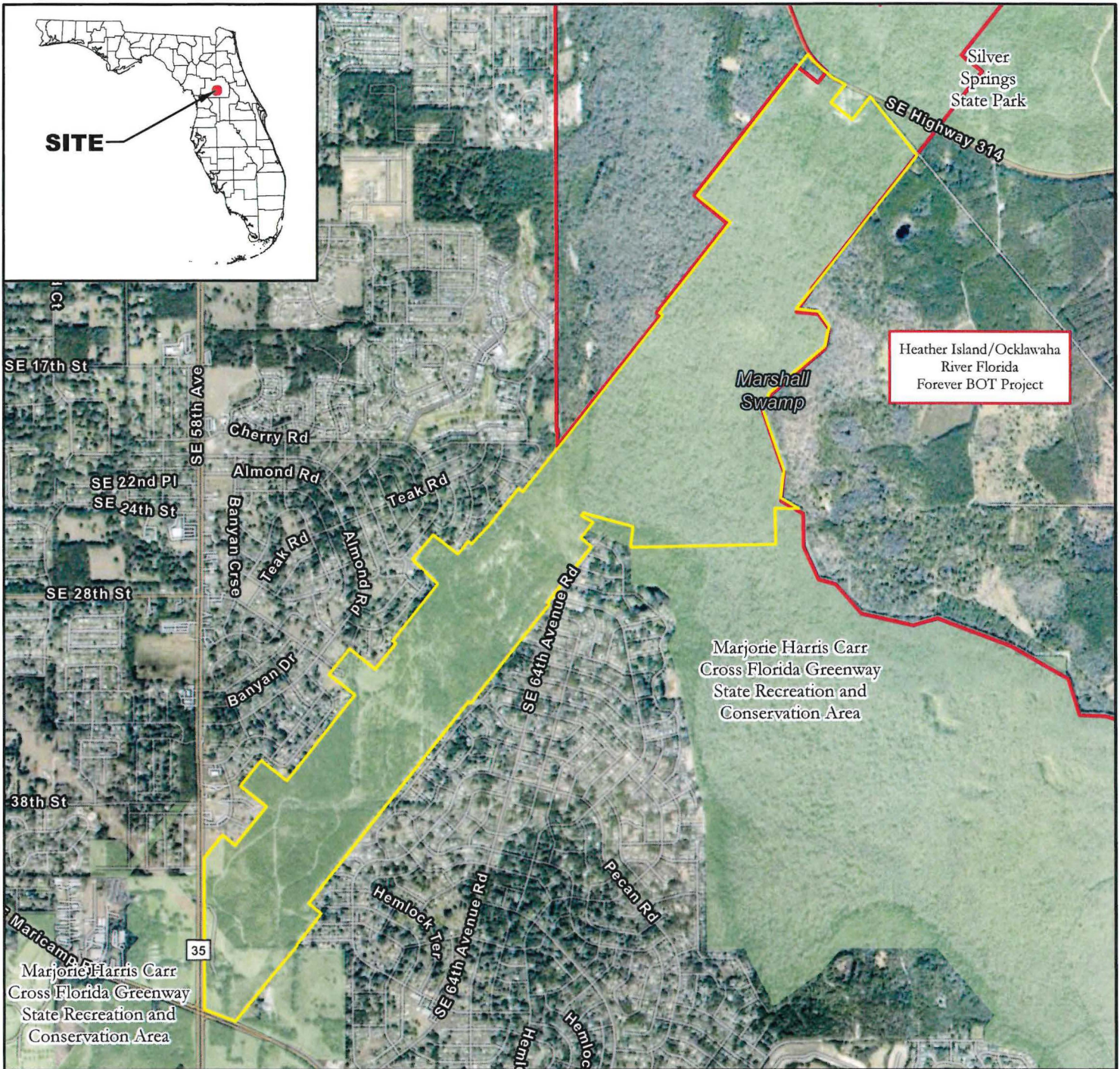
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 22 day of
February, 2013, by Albert G. Gregory as Chief, Office of Park
Planning, on behalf of the Division of Recreation and Parks. as
_____ He is personally known to me or has produced
_____ as identification.



[Signature]
Notary Public, State of Florida
Shannon Franklin
Print/Type Notary Name

Commission Number: DD 958758
Commission Expires: May 23, 2014



Sublease 4013-107

Marion County, Florida