

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SUBLEASE AGREEMENT OFFICE OF GREENWAYS AND TRAILS

CROSS FLORIDA GREENWAY PROPERTIES

This Sublease Agreement is made and entered into this 2nd day of March, 1999 by and between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS, whose address is 2600 Blair Stone Road, Mail Station 795, Tallahassee, Florida 32399-2400, hereinafter referred to as the "SUBLESSOR" and Marion County, a political subdivision of the State of Florida, whose address is 601 SE 25th Ave., Ocala, FL 34471, hereinafter referred to as the "SUBLESSEE".

WITNESSETH:

WHEREAS, the SUBLESSOR is the lessee of that certain real property described in Lease No. 4013 entered into by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Trustees") as lessor and SUBLESSOR as lessee; and

WHEREAS, SUBLESSOR desires to sublet to SUBLESSEE that portion of the premises covered by Lease No. 4013 which is described in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, SUBLESSOR subleases the below described premises to SUBLESSEE subject to the following terms and conditions:

1. DESCRIPTION OF SUBLEASED PREMISES: The property subject to this sublease agreement is situated Marion County, Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "Subleased Premises".

2. TERM: The term of this sublease agreement shall be for a period of Twenty Five (25) years commencing on March 1, 1999 and ending on February 29, 2024, unless terminated sooner pursuant to the provisions of this sublease. SUBLESSEE acknowledges that this sublease is subject to the applicable provisions of Chapter 253, Florida Statutes, and that the Subleased Premises were originally acquired by the State of Florida for Cross Florida Barge Canal purposes and are now within the Cross Florida Greenways State Recreation and Conservation Area which is managed by the SUBLESSOR. This sublease is subject to cancellation upon 30 days written notice from SUBLESSOR that the Subleased Premises are needed for disposition pursuant to Sections 253.781-253.784, Florida Statutes, or any successor statutory provisions.

3. 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 the Subleased Premises.

4. CONFORMITY: This sublease shall conform to all terms and conditions of Lease No. 4013 between the Trustees and SUBLESSOR. SUBLESSEE shall prevent the unauthorized use of the Subleased Premises or any use thereof not in conformance with this sublease.

5. 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 SUBLESSEE's full quiet enjoyment of the rights granted herein.

6. SUBLESSEE'S RESPONSIBILITIES: SUBLESSEE shall coordinate with SUBLESSOR and oversee all activities on the Subleased Premises, initiate appropriate management programs and coordinate the monitoring of all management activities undertaken by others. SUBLESSEE shall have the authority and right to enter and occupy

the Subleased Premises for the purpose set forth in paragraph 3. above. SUBLESSEE shall, through its agents and employees, take all reasonable measures to provide security against property damage, property degradation and unauthorized uses or any other uses thereof not in conformance with this sublease. SUBLESSEE shall implement management programs and protection for all wildlife, including threatened and endangered species. SUBLESSEE shall establish, regulate and control hunting activities by providing required law enforcement to prevent poaching and to protect threatened and endangered species. SUBLESSEE shall also similarly protect archaeological and historic sites from looting and other unauthorized activities.

7. RIGHT OF INSPECTION: SUBLESSOR and the Trustees 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. SUBLESSEE shall deliver keys to all entrances to SUBLESSOR upon SUBLESSEE's execution of this sublease.

8. 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 \$100,000.00 per person and \$200,000.00 per accident for personal injury, death and property damage on the Subleased Premises. Such policies of insurance shall name SUBLESSEE, the Trustees, SUBLESSOR and the State of Florida as co-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 SUBLESSOR. 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 Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE further agrees to immediately notify SUBLESSOR, the Trustees and the insurer of any erection or removal of any structure or other fixed improvement on the Subleased Premises and any changes affecting the value of any improvements and to request said 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.

9. LIABILITY: SUBLESSEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and sublessee, as a state subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the Sublessor, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

10. 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 Department of State, Division of Historical Resources.

11. EASEMENTS: All easements, including, but not limited to, utility easements are expressly prohibited without the prior written approval of the Trustees and SUBLESSOR. Any easement not approved in writing by the Trustees and SUBLESSOR shall be void and without legal effect.

12. OTHER AGREEMENTS: This sublease agreement shall not be construed as authorization for SUBLESSEE to lease, sublease, convey or encumber the Subleased Premises or any portion thereof without the prior written approval of the Trustees and SUBLESSOR.

13. SURRENDER OF SUBLEASED PREMISES: Upon termination or expiration of this sublease agreement, SUBLESSEE shall surrender the Subleased Premises to SUBLESSOR. If SUBLESSOR elects to terminate this sublease prior to the end of the SUBLESSEE's term as set forth in paragraph 2. above or to release a portion of the Subleased Premises from the sublease, SUBLESSOR agrees to provide written notification to SUBLESSEE, at least six (6) months prior to the early termination of this sublease or the release of a portion of the Subleased Premises from this sublease. The written notification shall include a legal description and an explanation of the early termination or release. Upon release of a portion of the Subleased Premises from this sublease or upon termination or expiration of this sublease agreement, all improvements, including both physical structures and modifications to 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, SUBLESSOR shall perform an onsite inspection and the keys to any buildings on the Subleased Premises shall be turned over to SUBLESSOR. If the Subleased Premises and improvements located thereon do not meet all of the conditions as set forth in paragraphs 19. and 20. herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

14. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to the 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.

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

16. 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.

17. SUBSUBLEASES: This sublease is for the purposes specified herein and any subsubleases of any nature are prohibited, without the prior written approval of the Trustees and SUBLESSOR. Any subsublease not approved in writing by the Trustees and SUBLESSOR shall be void and without legal effect.

18. PLACEMENT OF AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements and signs shall be constructed at the expense of the 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, removable improvements and removable signs 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.

19. MAINTENANCE: SUBLESSEE shall maintain the Subleased Premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the Subleased Premises free of trash or litter, meeting all building and safety codes in the location situated, maintaining all planned improvements, maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same are on the effective date of this sublease

provided, however, that any removal, closure, abandonment or the alteration of these improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection and enhancement of the natural or historical resources within the Subleased Premises.

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

21. 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, SUBLESSOR and SUBLESSEE.

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 (60) days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty (60) days of receipt of written notice, SUBLESSOR may 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 on SUBLESSOR.

23. 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 agreement 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 by SUBLESSOR 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 and signed by SUBLESSOR.

24. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee simple 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 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.

25. 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.

26. CONDITIONS AND COVENANTS: All of the provisions of this sublease agreement 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.

27. DAMAGE TO SUBLEASED 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 U.S.C. 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. 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.

28. RIGHT OF AUDIT: SUBLESSEE shall make available to the Trustees or SUBLESSOR all financial and other records relating to this sublease and the Trustees or SUBLESSOR 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 Chapter 119, Florida Statutes.

29. 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.

30. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining any and all applicable permits and the 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. 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 during the effective period of this sublease.

32. NOTICE: All required notices shall be deemed sufficient if sent by U.S. mail to the addresses of parties as shown on the first page of this sublease.

33. CONDITION OF PROPERTY: This sublease is made by SUBLESSOR without representation or warranty of any kind. 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 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.

34. 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.

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

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

37. SIGNAGE: SUBLESSEE shall be responsible for placement of appropriate signage at a specified number of locations on the Subleased Premises which will be mutually determined by SUBLESSOR and SUBLESSEE. Signage shall reflect that the management of the Subleased Premises is a joint management effort between SUBLESSOR and SUBLESSEE. All signage shall conform to the signage policies and procedures established by the Office of Greenways and Trails, and signage specifications shall be mutually agreed upon by SUBLESSOR and SUBLESSEE prior to permanent placement on the Subleased Premises.

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

SUBLESSOR

FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION, OFFICE OF GREENWAYS AND
TRAILS

Mary Seive
Signature of Witness

Mary Seive
Printed/Typed Name of Witness

Paul Hawken
Signature of Witness

PAUL HAWKEN
Printed/Typed Name of Witness

By: D. H. Ransom
Acting Director
Office of Greenways and Trails,
Department of Environmental Protection

Approved as to Form and Legality

By: David H. Ransom
DEP Attorney

SUBLESSEE

Marion County, a political subdivision of
State of Florida
By its Board of County Commissioners

By: Parnell Townley
Parnell Townley, Chairman
(OFFICIAL SEAL)

Attest: David Elspersman
Printed/Typed Name: David Elspersman
Printed/Typed Title: Clerk

Miriam Pauley
Signature of Witness

Miriam Pauley
Printed/Typed Name of Witness

Cindy Bonvissuto
Signature of Witness

Cindy Bonvissuto
Printed/Typed Name of Witness

Approved as to Form
and Legal Sufficiency

D. H. Ransom
County Attorney

CONSENT TO SUBLEASE

The Trustees hereby consent to this Sublease.

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

Jack C. Wolff
Signature of Witness

JACK C. WOLFF
Printed/Typed Name of Witness

Susan Beckett
Signature of Witness Florida

Susan Beckett
Printed/Typed Name of Witness

By: Daniel T. Crabb
Daniel T. Crabb, Chief, Bureau of Public Land
Administration, Division of State
Lands, 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

Form Revised
12/01/98

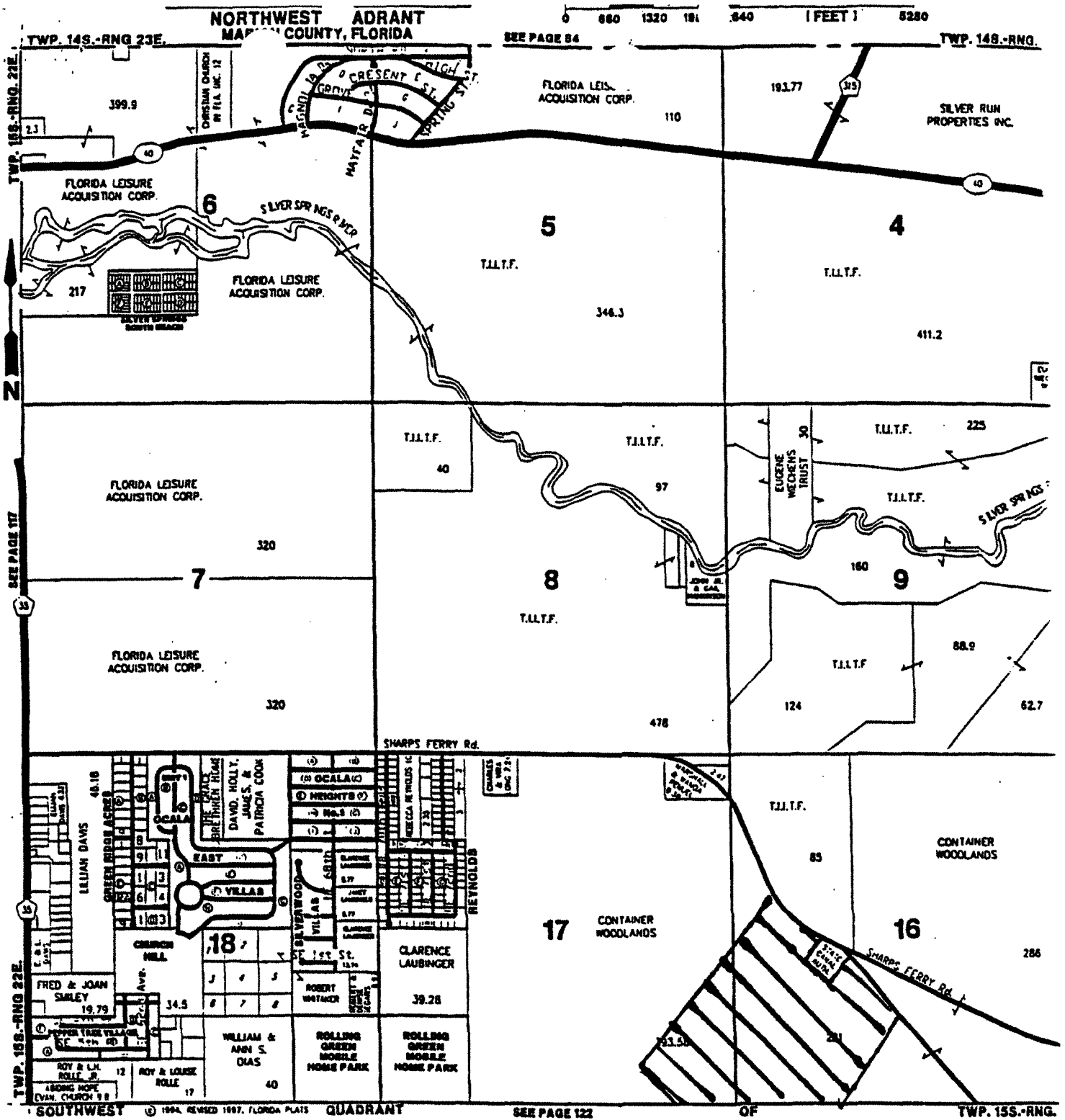
SBLEASE1.GH

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"

