

Conservation Management Plan

This management plan form is intended for Board of Trustees leases and subleases of conservation properties that are 160 acres or less. It is intended to address the requirements of Chapter 253.034, 259.032, 259.105, and rule 18-2.021. Attachments to, or expansion of this form are welcome, if the space provided below is not sufficient. Please answer all of the items below and number all attachments and reference them in the appropriate location below. You are under no obligation to use this form. Any plan format is acceptable, provided it includes all of the appropriate items from the above mentioned statutes and rule. This form is available in electronic format upon request. For additional information pertaining to management plans, please visit the Division of State Lands Stewardship page on the web at https://floridadep.gov/lands/environmental-services/content/land-stewardship.

A. General Information

1. Common Name of the Property:
2. Lease Number:
3. Acres:
4. Managing Agency:
5. Provide an executive summary/description of this property that includes a brief description of the resources, uses and proposed uses, outstanding features etc.

6.	6. Attach a map showing the location and boundaries of the property including:				
	a) The location and type of structures or improvements currently on the property.				
	Exhibit:				
7.	Attach a map showing the proximity of this managed area to other conservation areas within 10 miles. Exhibit:				
8.	Please attach a legal description of the property. Exhibit:				
9.	9. Provide a physical description of the land including a quantitative data description of the land which includes an inventory of forest and other natural resource, exotic and invasive plants, hydrologic features, infrastructure including recreational facilities, and other significant land, cultural or historical features.				
10	O. A brief description of soil types, attaching USDA maps when available.				
11	1. Is the property adjacent to an aquatic preserve or designated area of critical state				
	oncern? YESNO				
<u>If</u>	YES, please identify:				
1					

12. Was the property acquired by a conservation land acquisition program? If YES, please identify.
13. Do any agency-specific statute requirements or legislative/executive directives constrain the use of the property? (These restrictions can frequently be found in the lease) YES NO
If YES, please identify
14. Are there any reservations or encumbrances on the property? YESNO
If YES, please identify:
B. Natural and Cultural Resources
15. Are there any archeological or historical sites on this property? YESNO If YES,
A) How do you plan to locate, protect and preserve these resources?
B) Please describe the actions the agency plans to take to locate and identify unknown
Resources such as surveys of unknown archeological or historical sites.

16. Are there any buildings on the property that are fifty or more years old? YESNO If YES,
A) Please Identify:
B) Have these buildings been evaluated by a historian or historic architect to determine their historical and/or architectural significance. If YES, please identify both the building(s) and the evaluators(s):
C) Please state whether any such buildings are listed in the Florida Master Site File, National Register of Historic Places or a local register of historic places and identify such buildings.
By law, the managing agency must consult with the Division of Historical Resources with regard to any proposed land clearing or ground disturbing activities or with regard to any proposed rehabilitation, restoration or demolition of structures 50 or more years old. Please contact the Division of Historic Resources if you would like to obtain information on archeological/historical sites.
Division of Historical Resources Florida Department of State R.A. Gray Building, MS-8 Tallahassee, Florida 32399 (850) 245-6312
17. Please identify natural resources on the property that are listed in the Florida Natural Areas Inventory.

18. Are any imperiled natural communities, unique natural features, or any State and federally listed endangered or threatened plant or animal species, on site? YESNO
If YES, please provide a specific description of how you plan to identify, locate, protect and preserve these species.
If you would like further information regarding natural resources or endangered species please contact the Florida Natural Areas Inventory (FNAI).
Florida Natural Areas Inventory 1018 Thomasville Road, Suite 200-C Tallahassee, Florida 32303 (850) 224-8207
19. Please identify the water resources including swamps, marshes or other wetlands, on the property including the water quality classification for each water body and if the water body has been designated "Outstanding Florida Waters".
20. Are any known mineral resources, such as oil, gas and phosphates, or any unique natural features, such as coral reefs, beaches, dunes, natural springs, caverns, large sinkholes, virgin timber stands, scenic vistas, and natural rivers and streams, and outstanding native landscapes containing relatively unaltered flora, fauna, and geological features on site? YESNO
If YES, Please identify and provide locations of these resources on a map. Appendix

21. Are there fish or wildlife resources (both game and non-game) on the property? YESNO If YES, please describe:				
TESNO IT TES, please describe.				
C. Use of the Property				
22. Please provide a statement of the purpose for which the lands were acquired, the				
projected use or uses as defined in Chapter 253.034, Florida Statutes, and the statutory				
authority you have for such uses.				
23. Please state the desired outcome for this property, and key management activities				
necessary to achieve the desired outcome, including public access.				
24. Please state the single or multiple uses currently made of the property and if the				
property is single use, please provide an analysis of its potential for multiple-use.				
Single Multiple use/s is/are:				
25. Were multiple uses considered but not adopted? YESNO				
If YES, please describe why:				

26. Please provide an analysis of the potential use of private land managers to facilitate				
the restoration or management of these lands.				
27. Please provide an analysis of the potential of the property to generate revenues to				
enhance the management of the property.				
28. Describe the projected, current and recent past uses of the property, and any				
unauthorized uses, if known.				
29. Do the planned uses impact renewable and non-renewable resources on the property?				
YESNO				
If YES, please describe what specific activities will be taken to protect or enhance and				
conserve those resources and to compensate/mitigate the damage that is caused by the				
impacting use.				
30. Should any parcels of land within or adjacent to the property be purchased because they				
are essential to management of the property? YES NO				
If YES, please attach a map of this area. Appendix				
31. Are there any portions of this property no longer needed for your use?				
YESNO If YES, please attach a map of this area.				

32. Please describe what public uses and public access that would be consistent with the purpose for which this property was acquired.
33. Assess the feasibility of managing the lands >40 contiguous acres as a recipient site for gopher tortoises consistent with rules of the Fish and Wildlife Conservation
Commission, as prepared by the agency or cooperatively with a Fish and Wildlife
Conservation Commission wildlife biologist.
34. Economic feasibility of establishing a gopher tortoise recipient site, including the
initial cost, recurring management costs and the revenue projections.
D. Management Activities
35. If more than one agency manages this property, describe the management
responsibilities of each agency and how such responsibilities will be coordinated.
36. Please discuss management needs and problems on the property including
conservation of soil and water resources and control and prevention of soil erosion and
water and soil contamination.

37. Identify adjacent land uses that will conflict with the planned use of this property, if				
any.				
20 Plane 1 il				
38. Please describe measures used to prevent/control invasive, non-native plants.				
39. Was there any public or local government involvement / participation in the development of this plan? YES NO If YES, please describe:				

40. If an arthropod control plan has been established for this property, please include it as an attachment. (Attachment) If one does not exist, provide a statement as to what arrangement exists between the local mosquito control district and the managing agency. See Chapter 388.4111 regarding mosquito control on public lands. 41. Management Goals – The following 8 goals may not all be applicable to your site. Write N/A where appropriate. Also, please add as many goals, objectives, and measures as you wish.				
	Core Objectives	Measure	Timeframe 2 yrs = Short Term 10 yrs = Long Term	Expenses and Manpower Budget
1.	Habitat restoration and imp	acres burned per	Within 2 yrs	Expense \$
		year '	Within 10 yrs	Personnel \$
	Maintainacres per year within target fire return interval.	acres within fire return interval target	Within 2 yrs Within 10 yrs	Expense \$Person \$
	Conduct habitat/natural community improvement on acres	acres with restoration underway	Within 2 yrs Within 10 yrs	\$Person
	Conduct habitat/natural community restoration activities onacres.	acres restored	Within 2 yrs	Expense \$ Personnel \$
	Conduct timber harvest for the purposes of habitat restoration onacres	acres harvested	Within 2 yrs	Expense \$ Personnel \$

2	Public access and recreation	onal opportunities (Descri	ption):	
	Maintain public access and recreational opportunities to allow for a recreational	visitor	Within 2 yrs	Expense \$
	carrying capacity of visitors per day	opportunities/day	Within 10 yrs	Personnel \$
	Develop additional public access and recreational	visitor	Within 2 yrs	Expense \$ Personnel
	opportunities to allow for a carrying capacity of visitors/day	opportunities/day	Within 10 yrs	Personnel \$
	Continue to provide		Within 2 yrs	Expense \$
	interpretive/education programs	interpretive/education programs	Within 10 yrs	Personnel \$
	Developnew interpretive/education	interpretive/education	Within 2 yrs	Expense \$
	programs	programs	Within 10 yrs	Personnel \$
3	Hydrological preservation a	and restoration (Description	on):	
	Conduct or obtain a site assessment/study to identify	Assessment conducted?	Within 2 yrs	Expense \$
	potential hydrology restoratio needs		Within 10 yrs	Personnel \$
	Restore natural hydrologic condition and functions to	acres for which hydrologic restoration is underway (planning,	Within 2 yrs	Expense \$
	acres on site	grant writing, earth moving, etc.)	Within 10 yrs	Personnel \$

4	Sustainable forest managen	all o restored	Within 2 yrs Within 10 yrs	Expense \$ Personnel \$
	Prepare& implement a silviculture management plan including reforestation, harvesting, prescribed burning, restoration, and timber stand improvement activities and goals.	Silviculture management plan complete? YNacres treated	Within 2 yrs Within 10 yrs	Expense \$ Personnel \$
	Develop and implement a process for conducting stand descriptions and forest inventory including a GIS database containing forest stands, roads & other attributes (including but not limited to: threatened & endangered species, archeological resources, exotic species locations, historical areas)	Complete GIS database and re-inventory all attributes every 3-5 years or as needed.	Within 2 yrs Within 10 yrs	Expense \$ Personnel \$
		acres of forest inventoried annually	Within 2 yrs	Expense \$ Personnel \$
5	Exotic and invasive species	s maintenance and contro	 (Description):	

	Annually treatacres of EPPC Category I and Category II invasive exotic plant species. Implement control measures on exotic and nuisance animal species	acres treatednuisance and exotic species for which control measures are implemented	Within 2 yrs Within 10 yrs Within 2 yrs Within 10 yrs	Expense \$ Personnel \$ Expense \$ Personnel \$
6	Capital facilities and infrastru	ture (Description:		
	Cuprum ruemtes una min ustra	cture (Description)		
	To maintainfacilities, miles of roads, and miles of trails existing on site (as applicable)	facilities, miles roads, miles maintained	Within 2 yrs	Expense \$ Personnel \$
	To constructfacilitiesmiles of roads, andmiles of trails (as applicable)	—— facilities, miles roads,miles trails constructed	Within 2 yrs Within 10 yrs	Expense \$ Personnel \$
	To improve or repair	facilities, miles roads,miles trails improved or repaired		
7	Cultural and Historical resources (Description:			
	Ensure all known sites are recorded in the FL Division of Historical Resources Master Site file	—— of recorded sites	Within 2 yrs	Expense \$ Personnel \$
	Monitorrecorded sites and send updates to DHR Master Site file as needed	—— of sites monitored	Within 2 yrs	Expense \$ Personnel \$

8	Bringof recorded sites/cultural resources into good condition Imperiled species habitat m (Description:	condition	Within 2 yrs Within 10 yrs t, restoration, or po	Expense \$ Personnel \$ opulation restoration
	Develop baseline imperiled species occurrence inventory list	Baseline imperiled species occurrence inventory list complete YN	Within 2 yrs	Expense \$ Personnel \$
	Develop monitoring protocols forselected imperiled species	imperiled species for which monitoring protocols are developed	Within 2 yrs	Expense \$ Personnel \$
	Implement monitoring protocols for imperiled species	species for which monitoring is ongoing	Within 2 yrs	Expense \$ Personnel \$
	[If applicable, provide additional measurable objective(s) for new or ongoing species-specific management activities for each of the priority species such as population augmentation, translocations, nest box projects, etc.]	of nest boxes, # of	Within 2 yrs Within 10 yrs	Expense \$ Personnel \$

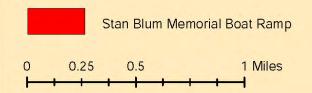
42. Costs

Activity	Yearly Estimated Cost		
	Priority Cost	Other Management Cost	Cost Effective Methods
Resource			
Management			
Administration			
Support			

Capital Improvements			
Recreation Visitor			
Services			
Law Enforcement Activities			
and guidelines of the https://floridadep.gov to the State of Florida Office of Environme Tallahassee, Florida to the State Lands MaYES NO	State Lands Man y/lands/environme a Department of I ental Services, 39 32399-3000, or b anagement Plan?	n planned use conforms to agement Plan is required. Sental-services/content/land-Environmental Protection, 2000 Commonwealth Boule by calling (850) 245-2784.	The Plan can be found at stewardship, by writing Division of State Lands, evard, Mail Station 140,
Name:			
Managing Agency:			
Address:			
Phone:			
Email Address:			
Date Management Pl Please send this comp and attachments to:	_		
james.parker@dep.state Ito: Division of State Ito: D.E.P. M.S. 140 3900 Commonwealth Tallahassee Fl. 32399 850-245-3045	Lands Blvd.		











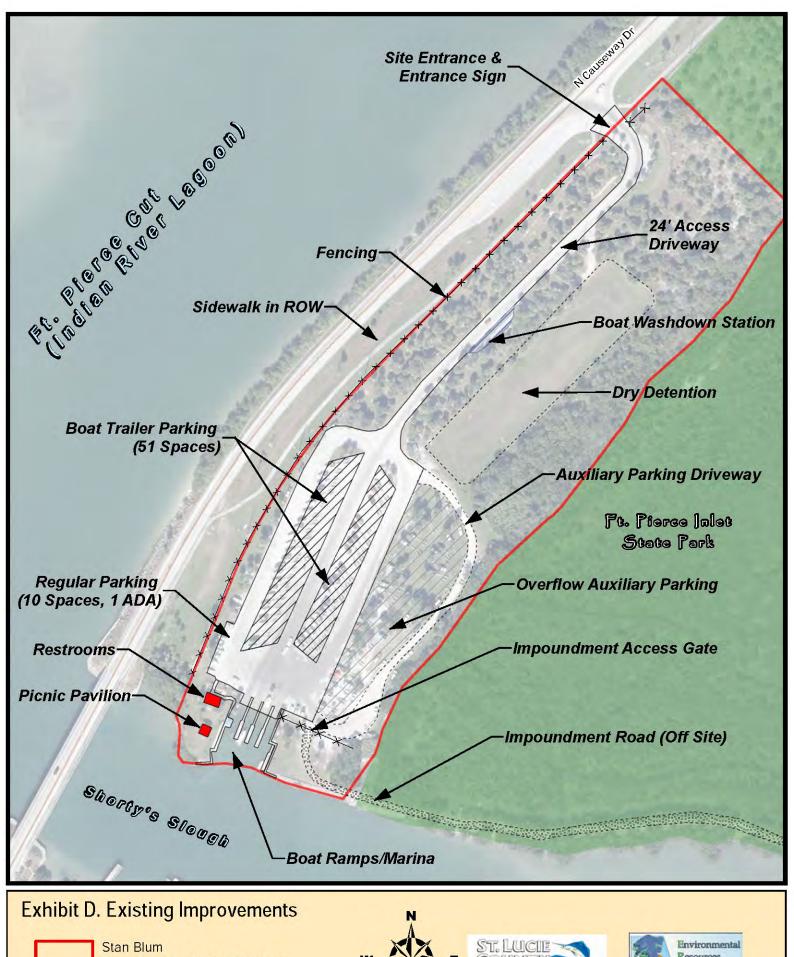


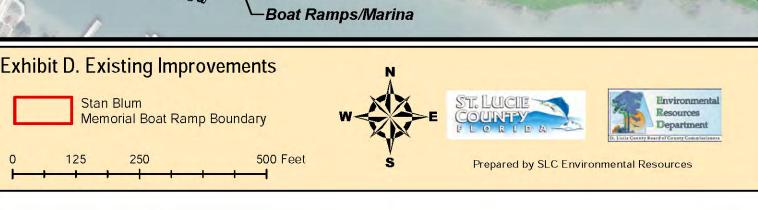




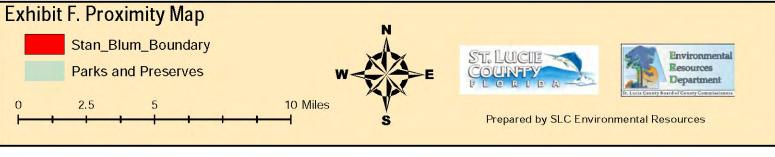




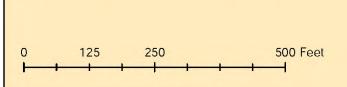








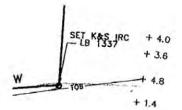














P.O.C.

SOUTHEAST CORNER SECTION 26

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN SECTION 35, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE N 00°28'52" E ALONG THE EAST LINE OF SECTION 26, 620.67 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF STATE ROAD A-1-A, AS PER RIGHT OF WAY MAP OF STATE ROAD DEPARTMENT SECTION 94060-2508, SHEETS 1 AND 2 OF 2; THENCE N 86'58'38" W ALONG SAID CENTERLINE, 1172.15 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1145.92 FEET AND A CENTRAL ANGLE OF 47.41'54" FOR 953.97 FEET TO A POINT OF TANGENCY: THENCE S 45'19'29" W, 692.77 FEET; THENCE S 44.40.33" E, 100.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S 44.40'33" E, 362.70 FEET TO A POINT INTERSECTING A TOP OF BANK OF AN EXISTING DITCH; THENCE S 38'46'05" W, 99.38 FEET; THENCE S 31'31'12" W, 116.60 FEET; THENCE S 43'14'00" W, 117.70 FEET; THENCE S 49'09'26" W, 107.70 FEET; THENCE S 30'13'05" W, 100.12 FEET; THENCE S 37'33'35" W, 101.61 FEET; THENCE S 38'39'59" W, 101.98 FEET; THENCE S 48'34'11" W, 164.84 FEET; THENCE S 34'42'27" W, 100.40 FEET; THENCE S 36'58'18" W, 100.84 FEET; THENCE S 44'40'29" W, 103.58 FEET; THENCE S 25'34'00" W, 98.05 FEET; THENCE S 18"48"00" W, 43.73 FEET; THENCE S 34"24"08", W, 112.53 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE; THENCE CONTINUE NORTHERLY ALONG SAID MEAN HIGH WATER LINE FOR THE NEXT TWELVE (12) COURSES; (1) N 71°07'31" W, 46.19
FEET; (2) N 72'58'14' W, 24.66 FEET; (3) N 75'39'05" W, 35.76 FEET; (4) N 70'01'17" W, 15.99 FEET; (5) N 65'48'08" W, 35.30 FEET; (6) N 65'10'49" W, 32.34 FEET; (7) N 80'48'18" W, 53.87 FEET; (8) N 89'20'23" E, 41.48 FEET; (9) N 85'49'52' W, 39.57 FEET; (10) N 37'56'06" W, 13.51 FEET; (11) N 02'43'47" E, 61.39 FEET; (12) N 20'03'52' W, 22.16 FEET TO A POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A; THENCE N 22'41'57" E ALONG SAID RIGHT OF WAY, 288.53 FEET; THENCE N 25'27'57" E, 50.80 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1222.53 FEET AND A CENTRAL ANGLE OF 19'51'30" FOR 423.72 FEET TO A POINT OF TANGENCY: THENCE N 45'19'29" E, 783.68 FEET TO THE POINT OF BEGINNING.

Exhibit I Species List

Plants

Scientific Name Global Common Name State Federal State Rank Rank Status Status Ambrosia artemisiifolia Ragweed Andropogon Chalky Bluestem Andropogon glomeratus Bushy bluestem Ardisia cubana Marlberry Avicennia germinans Black Mangrove Baccharis halimifolia Saltbush Bidens alba var. radiata Spanish Needle Borrichia frutescens Sea oxeye daisy Gumbo Limbo Bursera simaruba Caesalpinia bonduc Gray Nickerbean Cenchrus spinifex Coastal sandbur Chenopodium ambrosioides Mexican tea Cnidoscolus stimulosus Tread softly Coccoloba uvifera Seagrape Conocarpus erectus Buttonwood Crotalaria spectabilis Showy rattlebox Croton punctatus Beach tea Dactyloctenium aegyptium Crowsfoot grass Dalbergia ecastophyllum Coinvine Eremochloa ophiuroides NN Centipede grass Eugenia foetida Spanish Stopper Eupatorium capillifolium Dog fennel Ficus aurea Strangler fig Flaveria linearis Seaside goldenrod Dune Sunflower Helianthus debilis Cogon Grass NN Imperata cylindrical Indigofera hirsute Hairy Indigo Laguncularia racemosa White Mangrove NN Lantana camara Lantana Melothria pendula Creeping cucumber Momordica charantia Wild balsam apple Myrica cerifera Wax myrtle Opuntia humifusa Eastern Prickly Pear Pancium amarum Beach panicum Parthenocissus quinquefolia Virginia creeper NN Paspalum notatum Bahia grass Passion Vine Passiflora Phlebodium Golden Polypody

Whisk-fern

NN - Non-native (*)
* denotes EPPC Category

Psilotum nudum

Exhibit I-2 Species List

Plants

Scientific Name Global State Federal State
Rank Rank Status Status

Ouercus virginiana Live oak

Quercus virginianaLive oakRapanea punctataMyrsineRhizophora mangleRed MangroveSabal palmettoCabbage PalmSchimus terebinthifoliusBrazilian penner

Schinus terebinthifolius Brazilian pepper NN(1)

Serenoa repensSaw PalmettoSmilax sppGreenbriarSolidago pauciflosculosaGoldenrodSophora tomentosaNecklace Pod

Spartina patens Saltmeadow cordgrass

Toxicodendron Poison Ivy
Tripsacum dactyloides Fakahatchee grass
Verbesina virginica Frostweed

Verbesina virginica Frostwee Vigna luteola Cow pea

Washingtonia robusta Washingtonia Palm NN

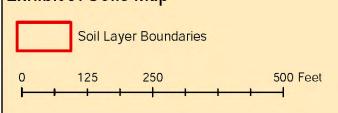
Zanthoxylum clava-herculis Hercules club Zanthoxylum fagara Wild Lime

ANIMALS

THIRDIDO		
Ardea alba	Great egret	
Ardea herodias	Great blue heron	
Cathartes aura	Turkey vulture	
Egretta caerulea	Little Blue Heron	LS
Eudocimus albus	White Ibis	LS
Minus polyglottos	Mockingbird	
Pelecanus occidentalis	Brown pelican	LS
Procyon lotor	Raccoon	
Zenaida macroura	Mourning dove	

- G3 Either very rare & local throughout its range, or found locally in a restricted range, or vulnerable to extinction from other factors
- G5 Demonstrably secure globally
- LE Listed Endangered
- LS Listed Species of Special Concern
- LT Listed Threatened
- S2 Imperiled statewide because of rarity or because of vulnerability to extinction due to some natural or human factor
- S3 Either very rare and local throughout its range, or found locally in a restricted range, or vulnerable to extinction from other factors
- S4 Apparently secure statewide (may be rare in parts of range).
- NN Non-native (*)
- * denotes EPPC Category











OAL2

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14.68 Acres

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

LEASE AGREEMENT

FLORIDA, hereinafter referred to as "LESSEE."

FT. PIERCE INLET STATE RECREATION AREA - BOAT LAUNCH

THIS LEASE AGREEMENT, made and entered into this day of and letter of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR," and ST. LUCIE COUNTY,

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE, the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

- DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
- 2. <u>DESCRIPTION OF PREMISES</u>: The property subject to this lease, is situated in the County of St. Lucie, 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 50 years commencing on cruary 6, 1999 and ending on 5, 2049 unless sooner terminated pursuant to the provisions of this lease.
- 4. <u>PURPOSE</u>: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor activities and education which are compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses

necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.

- 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.
- 6. <u>UNAUTHORIZED USE</u>: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformity with this lease.
- 7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.
- MANAGEMENT PLAN: LESSEE shall prepare and submit a 8. Management Plan for the leased premises in accordance with subsection 18-2,021(4), Florida Administrative Code, within twelve months of the effective date of this lease. Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR 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 leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit

applications, design or building contracts until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease 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.

- 9. <u>EASEMENTS</u>: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.
- 10. <u>SUBLEASES</u>: This lease is for the purposes specified herein and subleases of any nature are prohibited without the prior written approval of LESSOR, which approval shall not be unreasonably withheld. Any sublease not approved in writing by LESSOR shall be void and without legal effect.
- 11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.
- 12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed in accordance with plans that are in accordance with the approved Management Plan or shall require the prior written approval of LESSOR as to

Page 3 of 15 Lease No.4210 Revised 5/18/98 purpose, location and design which approval shall not be unreasonably withheld. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. 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 before or upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of adequate fire, extended risk insurance coverage for any improvements or structures only, and liability insurance coverage. The extended disk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as coinsureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financiallyresponsible 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. certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased 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. LESSEE 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 lease.

- 14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.
- 15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all taxes, assessments, liens or other similar liabilities that accrue to the leased premises or to the improvements thereon arising after this lease commences including any and all ad valorem taxes and drainage and special assessments or personal property taxes of every kind and all construction or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises subsequent to the effective date of this lease. In no event shall the LESSEE be held liable for such liabilities which arose prior to the effective date of this lease.
- 16. 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 or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR 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 LESSOR.
- 17. TIME: Time is expressly declared to be of the essence of this lease.

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- 18. <u>NON-DISCRIMINATION</u>: 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 and used as an adjunct of the leased premises.
- 19. <u>UTILITY FEES</u>: 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 the utilities turned off when the leased premises are surrendered.
- 20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same.
- 21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to audit such records at any reasonable time during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.
 - 22. <u>CONDITION OF PREMISES</u>: LESSOR assumes no liability or obligation to LESSEE with reference to the conditions of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.
- 23. <u>COMPLIANCE WITH LAWS</u>: 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.

24. NOTICE: All notices given under this lease 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. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Environmental Protection

Division of State Lands

Bureau of Public Land Administration, M. S. 130

3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000

LESSEE: St. Lucie County

Office of Leisure Services

Post Office Box 760

Fort Pierce, Florida 34954-0760

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should 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 days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty 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 and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE 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 leased premises or any adjacent

lands or waters in any manner not permitted by law. purposes of this lease, "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 substance, material, pollutant or contaminant. waste, "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 LESSEE's failure to comply with this paragraph, LESSEE 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 leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased 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. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE'S obligations as set forth in paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by

Page 8 of 15 Lease No.4210 Revised 5/18/98 governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'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, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies. This paragraph shall not be deemed to apply to any conditions existing prior to the effective date of this lease.

- 27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Land's standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.
- 28. 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, LESSEE shall give written notification to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all 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 the 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 termination or expiration of this lease, all permanent/capital 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, Department of Environmental Protection, shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division.

- 29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR, LESSEE or other land managing agencies for the protection and enhancement of the leased premises.
- 30. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one 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 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.
- 31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE 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 leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.
- 32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder

- of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 33. 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 Management Plan prepared pursuant to Chapters 18-2 and 18-4, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.
- 34. <u>SOVEREIGNTY SUBMERGED LANDS</u>: This lease 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.
- 35. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.
- 36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and the 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, meeting all building and safety codes for the location situated, maintaining the planned improvements as set forth in the approved Management Plan and maintaining 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 lease, reasonable wear and tear excepted; 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,

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protection, enhancement, or safety of the natural and historical resources within the leased premises and with the approved Management Plan.

- 37 GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.
- 38. <u>SIGNS</u>: LESSEE shall ensure that the area is identified as being publicly owned and operated as a public facility in all signs, literature and advertising. If federal grants or funds are used by LESSEE for any project on the leased premises LESSEE shall erect signs identifying the leased premises as a federally assisted project.
- 39. <u>SECTION CAPTIONS</u>: Articles, subsections and other captions dontained 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.
- 40. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

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

Print/Type Witness Name

STATE OF FLORIDA

CHIEF, BUREAU OF PUBLIC

LAND ADMINISTRATION, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

Susan Beek Print/Type Witness Name "LESSOR"

STATE OF FLORIDA COUNTY OF LEON

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The foregoing instrument was acknowledged before me this day of O(1) on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, who is personally known to

State of

Sylvia S. Roberts MY COMMISSION / CC654057 EXPIRES July 25, 2001 BONDED THRU TROY FAIN INSURANCE, INC.

Print/Type Notary Name

Commission Number:

Commission Expires:

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ST. LUCIE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

Charless Charless Print/Type	a. Furtado 1. Turdado Witness Name	By: Jaula A. LEWIS Print/Type Name
Jansal Witness Teresca	Jadenbenk	Title: (HAIR MAN)
, -32-	APPROVED AS TRANSPORTED UNA	County Administrator and
)·	COUNTY ATTORNEY	Ex-Officio Clerk of the Board of County Commissioners of St. Lucie County, Florida
		"LESSEE"

STATE OF FLORIDA COUNTY OF ST. LUCLE

The foregoing instrument was acknowledged before me this day of <u>Nerehber</u> 1998, by <u>Paula A. Lewis</u>, and ______, as <u>Ctareman</u>, <u>Source of Co. Comm.</u>, and ______, respectively, Board of County Commissioners of St. Lucie County, Florida, who is/are personally known to me.

(SEAL)

MOTIGA L. TAIBL
My Comm Exp. 5/10/2001
My Com

Morary Public, State of Florida

Monica L. Taibl Type Notary Name

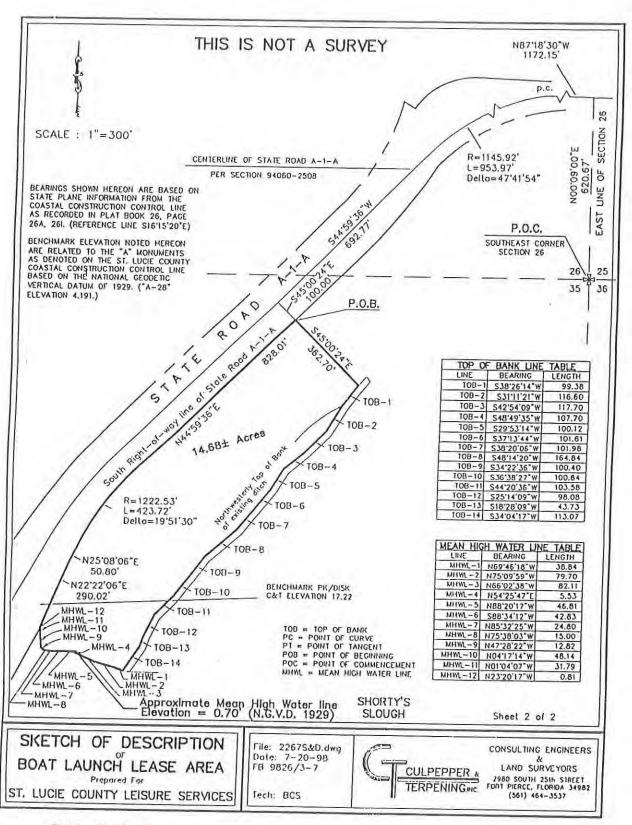
Commission Number: # CC13590/

Commission Expires: 5/10/2001

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EXHIBIT "A" SKETCH OF LEASED PREMISES



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