

# CUL Cover Sheet

DM ID \_\_\_\_\_

**Document Type:** Current Uplands Leases

**Instrument:** ☐ Parent Lease ☐ Amendment to Lease ☐ Assignment of Lease

☐ Release   ☐ Partial Release   ☐ Easement   ☐ Use Agreement   ☒ Sublease

☐ Amendment to Sublease    ☐ Release of Sublease    ☐ Other

Lease Number: 004259

**Document Date:** 02-24-2000

Original County: Leon

Section: 12, 13, 14 & 15

4, 5, 7, 8

Township: 01 N

0/ N

Range: 01 E

02 E

**Total Area / Area Unit:** \_\_\_\_\_ (A) Acreage (S) Square Feet

County Book / Page / Type: \_\_\_\_\_ / B \_\_\_\_\_ / P \_\_\_\_\_ / \_\_\_\_\_

**Instrument Number:** \_\_\_\_\_

**Comments:**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(7) 4259

OAS1

OFFICE OF GREENWAYS AND TRAILS  
MICCOSUKEE GREENWAY

SUBLEASE AGREEMENT

Sublease Number 4259-01

THIS SUBLEASE AGREEMENT is entered into this 24<sup>th</sup> day of February 2000 by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS hereinafter referred to as "SUBLESSOR", and LEON COUNTY, FLORIDA hereinafter referred to as "SUBLESSEE".

WITNESSETH

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

1. ACKNOWLEDGMENTS: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TRUSTEES) and is currently managed by SUBLESSOR as the DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS under TRUSTEES' Lease Number 4259.

2. DESCRIPTION OF PREMISES: The property subject to this sublease agreement, is situated in the County of Leon, 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 50 years commencing on February 24, 2000 and ending on February 23, 2050 unless sooner terminated pursuant to the provisions of this sublease.

4. PURPOSE: SUBLESSEE shall manage the subleased premises only for the establishment and operation of a multi-use recreational trail system, 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 that certain lease between the TRUSTEES and SUBLESSOR dated February 24, 2000 a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased premises or any use thereof not in conformance with this sublease.

6. QUIET ENJOYMENT AND RIGHT OF USE: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes

necessary to full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.

7. MANAGEMENT PLAN: SUBLESSEE shall prepare and submit a Management Plan for the subleased premises in accordance with subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this sublease. The Management Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and 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 the TRUSTEES and SUBLESSOR until the Management Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing the development and 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 the TRUSTEES at the time of acquisition which established the primary 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 the TRUSTEES at least every five 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 the 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 the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

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

10. PLACEMENT AND REMOVAL OF EQUIPMENT: All buildings, structures, improvements and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR. Removable equipment 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 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 per person and \$200,000 per incident or occurrence 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 coinsureds. 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 and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the 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.

12. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

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

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

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

16. NON-DISCRIMINATION: As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

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

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

19. RIGHT OF AUDIT: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and

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

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

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

SUBLESSOR: Department of Environmental Protection  
Office of Greenways and Trails  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

SUBLESSEE: Leon County, Florida  
Leon County Parks and Recreation  
2280 Miccosukee Road  
Tallahassee, Florida 32308

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

23. DAMAGE TO THE PREMISES: (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat,

release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon SUBLESSEE'S obligations regarding indemnification and payment of costs and fees as set forth in paragraph 12 of this sublease, nor upon any other obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies

having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

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

25. SURRENDER OF PREMISES: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, 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 subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications of the subleased premises, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises a representative of SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises do not meet all conditions as set forth in paragraphs 17 and 34 herein, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

26. BEST MANAGEMENT PRACTICES: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(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.

27. SOVEREIGNTY SUBMERGED LANDS: This sublease does not authorize any use of lands located waterward of the mean or ordinary high water line of any

lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

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

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

30. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

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

32. EASEMENTS: All easements 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.

33. 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.

34. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, keeping the subleased premises free of trash or litter, 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 on the effective date of this sublease.

35. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying

with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

36. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapters 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect, and preserve the archaeological and historic sites and properties on the subleased premises.

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION, OFFICE OF  
GREENWAYS AND TRAILS

Paul F. Hacker  
Witness  
Paul F. Hacker  
Print/Type Witness Name

Mary Spivey  
Witness  
Mary Spivey  
Print/Type Witness Name

STATE OF Florida  
COUNTY OF Leon

By: D.H. Parrish (SEAL)  
D.H. PARRISH  
Print/Type Name

Its: DIRECTOR

"SUBLESSOR"

The foregoing instrument was acknowledged before me this 22 day of December 1999, by D.H. Parrish, as Director, Office of Greenways and Trails, State of Florida Department of Environmental Protection, who is/are personally known to me or who produced \_\_\_\_\_ as identification.

Mary Lynne Spivey  
Notary Public, State of Florida

Mary Lynne Spivey  
Print/Type Notary Name

Commission Number:

Commission Expires:



Linda Summerlin  
Witness  
Linda Summerlin  
Print/Type Witness Name

Sharon Oxendine  
Witness  
Sharon Oxendine  
Print/Type Witness Name

APPROVED AS TO FORM  
LEON COUNTY ATTORNEY'S OFFICE  
Leon County, Florida

By: [Signature]

STATE OF FL  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2000, by [Signature] and Jane G. Sauls as Chairman, respectively, on behalf of the Board of County Commissioners of Leon County, Florida. They are personally known to me or produced [Signature] as identification.

Linda Summerlin  
Notary Public, State of Florida

Print/Type Notary Linda Summerlin  
Commission Number CC706682 MY COMMISSION # CC706682 EXPIRES February 13, 2002  
BONDED THRU TRISTAR INSURANCE, INC.  
Commission Expires:

Consented to by the TRUSTEES on 24<sup>th</sup> day of February, 2000.



Dave Lang  
Clerk of Circuit Court

By: Dave Lang  
Clerk

Gloria C. Nelson  
Gloria C. Nelson, Operations and  
Management Consultant Manager  
Bureau of Public Land Administration  
Division of State Lands,  
Department of Environmental Protection

Approved as to Form and Legality

By: [Signature]  
DEP Attorney

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EXHIBIT "A"  
MICCOSUKEE CANOPY ROAD GREENWAY  
PARCEL 1

A tract of land lying in Section's 12, 13, 14, and 15, Township 1 North, Range 1 East, and Section 7, Township 1 North, Range 2 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of said Section 15, and run South 89 degrees 56 minutes 31 seconds East 2267.07 feet to a City of Tallahassee iron pin lying on a curve concave to the Southwesterly on the Easterly right of way boundary of Fleischman Road as described in Official Records Book 1376, page 485 of the Public Records of Leon County, Florida for the Point of Beginning. From said Point of Beginning run Northwesterly along said right of way curve with a radius of 592.25 feet, through a central angle of 48 degrees 18 minutes 58 seconds, for an arc distance of 499.43 feet (the chord of said arc being North 42 degrees 38 minutes 26 seconds West 484.77 feet) to a concrete monument #3562, thence leaving said right of way boundary run North 80 degrees 22 minutes 51 seconds East 855.01 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 31 seconds East 1104.46 feet to an iron pipe #LB732, thence North 53 degrees 54 minutes 58 seconds East 1374.69 feet to an iron pipe #LB732, thence North 64 degrees 11 minutes 03 seconds East along a line 800 feet Northwesterly of and parallel to the centerline of the 66 foot right of way of Miccosukee Road a distance of 310.00 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said parallel line and said curve with a radius of 6529.65 feet, through a central angle of 02 degrees 04 minutes 11 seconds, for an arc distance of 235.88 feet to an iron pipe #LB732 in a fence line, thence South 44 degrees 02 minutes 19 seconds East along said fence line 428.35 feet to an iron pipe #LB732, thence North 67 degrees 26 minutes 03 seconds East along a line 400 feet Northwesterly of and parallel to the centerline of the 66 foot right of way of said Miccosukee Road a distance of 1262.18 feet to an iron pipe #LB732, thence North 12 degrees 21 minutes 12 seconds East 698.86 feet to an iron pipe #LB732 on the approximate 94 foot contour of Dove Lake, thence North 73 degrees 06 minutes 18 seconds East 371.39 feet to an iron pipe #LB732, thence North 15 degrees 38 minutes 10 seconds East 520.46 feet to an iron pipe #LB732, thence North 88 degrees 40 minutes 44 seconds East 1795.91 feet to an iron pipe #LB732, thence Northeasterly along a line 525 feet Northwesterly of and parallel to the centerline of the 66 foot right of way of said Miccosukee Road as follows: North 61 degrees 19 minutes 03 seconds East 2274.49 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said curve with a radius of 22,393.60 feet, through a central angle of 00 degrees 50 minutes 00 seconds, for an arc distance of 325.70 feet, thence North 60 degrees 29 minutes 03 seconds East 319.71 feet to an iron pipe #LB732, thence leaving said parallel line run South 29 degrees 30 minutes 57 seconds East 75.00 feet to an iron pipe #LB732, thence North 60 degrees 29 minutes 03 seconds East along a line 450 feet from and parallel to the centerline of the 66 foot right of way of said Miccosukee Road a distance of 2899.39 feet to an iron pipe #LB732, thence leaving said parallel line run North 27 degrees 04 minutes 18 seconds West 631.45 feet to an iron pipe #LB732, thence North 15 degrees 18 minutes 33 seconds West 912.77 feet to an iron pipe #LB732 lying

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on a curve concave to the Southerly on the Southerly right of way boundary of Interstate 10 (State Road No. 8), thence Southeasterly along said right of way boundary as follows: along said curve with a radius of 3669.83 feet, through a central angle of 09 degrees 25 minutes 01 second, for an arc distance of 603.16 feet (the chord of said arc being South 84 degrees 35 minutes 48 seconds East 602.48 feet) to a Florida Department of Transportation iron pin, thence South 71 degrees 02 minutes 53 seconds East 384.10 feet to a Florida Department of Transportation iron pin, thence South 72 degrees 25 minutes 48 seconds East 381.02 feet to a Florida Department of Transportation iron pin lying on a curve concave to the Southwesterly, thence Southeasterly along said curve with a radius of 3639.83 feet, through a central angle of 14 degrees 59 minutes 44 seconds, for an arc distance of 952.63 feet (the chord of said arc being South 60 degrees 26 minutes 27 seconds East 949.91 feet) to a Florida Department of Transportation iron pin, thence South 53 degrees 10 minutes 30 seconds East 155.68 to an iron pipe #LB732 on the Northwesterly limited access right of way boundary of said Miccosukee Road, thence leaving the right of way boundary of said Interstate 10 run South 53 degrees 23 minutes 35 seconds West along said limited access right of way boundary of Miccosukee Road a distance of 204.40 feet to an iron pipe #LB732, thence South 60 degrees 25 minutes 06 seconds West along said limited access right of way boundary 600.00 feet to a Florida Department of Transportation iron pin, thence South 29 degrees 34 minutes 54 seconds East along said limited access right of way boundary 37.89 feet to an iron pipe #LB732 on the Northwesterly boundary of the 66 foot right of way of said Miccosukee Road, thence South 60 degrees 29 minutes 03 seconds West along said right of way boundary 1891.27 feet to an iron pipe #LB732, thence leaving said right of way boundary run North 29 degrees 30 minutes 57 seconds West 298.05 feet to an iron pipe #LB732, thence South 60 degrees 29 minutes 03 seconds West 1068.07 feet to an iron pipe #LB732, thence South 35 degrees 33 minutes 45 seconds East 299.72 feet to an iron pipe #LB732 on the Northwesterly boundary of the 66 foot right of way of said Miccosukee Road, thence Southwesterly along said right of way boundary as follows: South 60 degrees 29 minutes 03 seconds West 1298.25 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 22,885.60 feet, through a central angle of 00 degrees 50 minutes 00 seconds, for an arc distance of 332.86 feet to an iron pipe #LB732, thence South 61 degrees 19 minutes 03 seconds West 3588.03 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 5696.65 feet, through a central angle of 06 degrees 07 minutes 00 seconds, for an arc distance of 608.15 feet to an iron pipe #LB732, thence South 67 degrees 26 minutes 03 seconds West 2189.20 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said curve with a radius of 5762.65 feet, through a central angle of 03 degrees 15 minutes 00 seconds, for an arc distance of 326.88 feet to an iron pipe #LB732, thence South 64 degrees 11 minutes 03 seconds West 1481.39 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 11,426.30 feet, through a central angle of 01 degree 16 minutes 42 seconds, for an arc distance of 254.92 feet to an iron pipe #LB732, thence leaving said right of way boundary run North 83 degrees 51 minutes 05 seconds West 377.00 feet to an iron pipe #LB732, thence South 89 degrees 46 minutes 04 seconds West 320.17 feet to an iron pipe #LB732, thence South 87 degrees 12 minutes 44 seconds West 312.00 feet to an iron pipe, thence South 00 degrees 00 minutes 45 seconds West 23.68 feet to a concrete monument marking the Northeast corner of Forest Commons, an

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unrecorded subdivision described in Official Records Book 966, page 208 of the Public Records of Leon County, Florida, thence North 89 degrees 56 minutes 31 seconds West along the North boundary of said Forest Commons Subdivision a distance of 72.27 feet to a City of Tallahassee iron pin marking the Southeast corner of property deeded to the City of Tallahassee in Official Records Book 1476, page 690 of the Public Records of Leon County, Florida, said iron pin lying on a curve concave to the Westerly, thence along the boundaries of said property as follows: Northwesterly along said curve with a radius of 1293.69 feet, through a central angle of 15 degrees 48 minutes 12 seconds, for an arc distance of 356.83 feet (the chord of said arc being North 16 degrees 57 minutes 57 seconds West 355.70 feet) to a City of Tallahassee iron pin, thence South 65 degrees 07 minutes 16 seconds West 300.00 feet to a City of Tallahassee iron pin lying on a curve concave to the Westerly, thence Southeasterly along said curve with a radius of 993.69 feet, through a central angle of 13 degrees 00 minutes 38 seconds, for an arc distance of 225.64 feet (the chord of said arc being South 18 degrees 21 minutes 32 seconds East 225.16 feet) to a City of Tallahassee iron pin on the North boundary of said Forest Commons Subdivision, thence North 89 degrees 56 minutes 31 seconds West along said boundary 394.92 feet to the Point of Beginning.

Less and Except the following described cemetery tract:

A tract of land lying in Section 14, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida and run South 89 degrees 56 minutes 31 seconds East 2267.07 feet to a City of Tallahassee iron pin lying on a curve concave to the Southwesterly on the Easterly right of way boundary of Fleischman Road as described in Official Records Book 1376, page 485 of the Public Records of Leon County, Florida, thence run Northwesterly along said right of way curve with a radius of 592.25 feet, through a central angle of 48 degrees 18 minutes 58 seconds, for an arc distance of 499.43 feet (the chord of said arc being North 42 degrees 38 minutes 26 seconds West 484.77 feet) to a concrete monument #3562, thence leaving said right of way boundary run North 80 degrees 22 minutes 51 seconds East 855.01 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 31 seconds East 1104.46 feet to an iron pipe #LB732, thence North 53 degrees 54 minutes 58 seconds East 1374.69 feet to an iron pipe #LB732, thence North 64 degrees 11 minutes 03 seconds East along a line 800 feet Northwesterly of and parallel to the centerline of the 66 foot right of way of Miccosukee Road a distance of 310.00 feet to an iron pipe #LB732, thence South 15 degrees 58 minutes 19 seconds East 43.44 feet to an iron pipe #LB732 for the Point of Beginning. From said Point of Beginning continue South 15 degrees 58 minutes 19 seconds East 146.86 feet to an iron pipe #LB732, thence North 78 degrees 21 minutes 21 seconds East 163.90 feet to an iron pipe #LB732, thence North 22 degrees 56 minutes 22 seconds West 179.66 feet to an iron pipe #LB732, thence South 66 degrees 20 minutes 34 seconds West 142.92 to the Point of Beginning, containing 0.57 acre, more or less.

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The foregoing described property containing, less exception, 220.33 acres, more or less.

The foregoing described property being subject to a 40 foot access and utility easement recorded Official Records Book 1476, page 699, a drainage easement recorded in Deed Book 110, page 493, and a 30 foot natural gas pipeline easement recorded in Deed Book 240, page 217, all of the Public Records of Leon County, Florida.

#### PARCEL 2

A tract of land lying in Section 7, Township 1 North, Range 2 East, Leon County, Florida, more particularly described as follows:

Commence at a terra cotta pipe filled with concrete marking the Southwest corner of Lot 24 of Miccosukee Meadows, an unrecorded subdivision, and also marking the Southeast corner of the Southwest 1/4, of the Southwest 1/4, of Section 4, Township 1 North, Range 2 East, Leon County, Florida and run North 00 degrees 08 minutes 04 seconds East along the West boundary of said Miccosukee Meadows Subdivision a distance of 2193.90 feet to an iron pipe #LB732 lying on the Southeasterly boundary of the 66 foot right of way of Miccosukee Road, said iron pipe also lying on a curve concave to the Southeasterly, thence Southwesterly along said right of way curve with a radius of 22,885.60 feet, through a central angle of 01 degree 27 minutes 29 seconds, for an arc distance of 582.39 feet (the chord of said arc being South 61 degrees 15 minutes 48 seconds West 582.37 feet) to an iron pipe #LB732, thence South 60 degrees 32 minutes 03 seconds West along said right of way boundary 6921.44 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said right of way curve with a radius of 22,951.60 feet, through a central angle of 00 degrees 44 minutes 00 seconds, for an arc distance of 293.76 feet to an iron pipe #LB732, thence South 61 degrees 16 minutes 03 seconds West along said right of way boundary 312.44 feet, thence leaving said right of way boundary run North 23 degrees 47 minutes 55 seconds West 66.24 feet to an iron pipe #LB732 on the Northwesterly right of way boundary of said Miccosukee Road for the Point of Beginning. From said Point of Beginning run Southwesterly along the Northwesterly boundary of said 66 foot right of way and along the Northwesterly limited access boundary of said Miccosukee Road as follows: South 61 degrees 16 minutes 03 seconds West 1448.65 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said right of way curve with a radius of 11,492.30 feet, through a central angle of 02 degrees 15 minutes 00 seconds, for an arc distance of 451.30 to an iron pipe #LB732, thence South 59 degrees 01 minute 03 seconds West 435.48 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said right of way curve with a radius of 17,155.95 feet, through a central angle of 01 degree 28 minutes 00 seconds, for an arc distance of 439.16 feet to an iron pipe #LB732, thence South 60 degrees 29 minutes 03 seconds West 1133.07 feet to an iron pipe #LB732, thence North 29 degrees 34 minutes 54 seconds West 42.05 feet to an iron pipe #LB732, thence South 60 degrees 25 minutes 06 seconds West 300.00 feet to a Florida Department of Transportation iron pin, thence South 66 degrees 51 minutes 12 seconds West 402.28 feet to a Florida Department of Transportation iron pin, thence South 59 degrees 54 minutes 51 seconds West 214.05 feet to a Florida Department of Transportation iron pin on the Northeasterly right of way of Interstate 10 (State Road No. 8), thence leaving the right

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of boundary of said Interstate 10 and the right of way boundary of said Miccosukee Road run North 40 degrees 11 minutes 10 seconds East 1680.00 feet to an iron pipe #LB732, thence North 60 degrees 29 minutes 03 seconds East along a line 700 feet Northwesterly of and parallel to the centerline of the 66 foot right of way boundary of said Miccosukee Road a distance of 471.29 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said parallel line and said curve with a radius of 16,488.95, through a central angle of 01 degree 07 minutes 51 seconds, for an arc distance of 325.43 feet to an iron pipe #LB732, thence South 30 degrees 38 minutes 48 seconds East 500.00 feet to a 1/2" iron pin #LB732 in a fence line, said iron pipe lying on a curve concave to the Northwesterly, thence Northeasterly along a line 200 feet Northwesterly of and parallel to the centerline of the 66 foot right of way boundary of said Miccosukee Road as follows: along said curve with a radius of 16,988.95 feet, through a central angle of 00 degrees 20 minutes 09 seconds, for an arc distance of 99.58 feet (the chord of said arc being North 59 degrees 11 minutes 08 seconds East 99.58 feet) to an iron pipe #LB732, thence North 59 degrees 01 minute 03 seconds East 435.48 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 11,659.30 feet, through a central angle of 02 degrees 15 minutes 00 seconds, for an arc distance of 457.86 feet to an iron pipe #LB732, thence North 61 degrees 16 minutes 03 seconds East 1463.06 feet to an iron pipe #LB732 in a fence line, thence leaving said parallel line run South 23 degrees 47 minutes 55 seconds East along said fence line 167.62 feet to the Point of Beginning, containing 33.97 acres, more or less.

The foregoing described property being subject to a drainage easement recorded in Official Records Book 1803, page 2226, and a temporary access easement recorded in Official Records Book 1923, page 1706, both of the Public Records of Leon County, Florida.

### PARCEL 3

A tract of land lying in Section's 4, 5, 7, and 8, Township 1 North, Range 2 East, Leon County, Florida, more particularly described as follows:

Begin at a terra cotta pipe filled with concrete marking the Southwest corner of Lot 24 of Miccosukee Meadows, an unrecorded subdivision, and also marking the Southeast corner of the Southwest 1/4, of the Southwest 1/4, of said Section 4 and run North 00 degrees 08 minutes 04 seconds East along the West boundary of said Miccosukee Meadows Subdivision a distance of 2193.90 feet to an iron pipe #LB732 lying on the Southeasterly boundary of the 66 foot right of way of Miccosukee Road, said iron pipe also lying on a curve concave to the Southeasterly, thence Southwesterly along said right of way curve with a radius of 22,885.60 feet, through a central angle of 01 degree 27 minutes 29 seconds, for an arc distance of 582.39 feet (the chord of said arc being South 61 degrees 15 minutes 48 seconds West 582.37 feet) to an iron pipe #LB732, thence South 60 degrees 32 minutes 03 seconds West along said right of way boundary 6921.44 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said right of way curve with a radius of 22,951.60 feet, through a central angle of 00 degrees 44 minutes 00 seconds, for an arc distance of 293.76 feet to an iron pipe #LB732, thence South 61 degrees 16

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minutes 03 seconds West along said right of way boundary 920.68 feet to an iron pipe #LB732 on the Northeasterly right of way boundary of Miles Johnson Road (60 foot right of way), thence South 66 degrees 43 minutes 33 seconds East along said right of way boundary 1260.75 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said right of way curve with a radius of 689.88 feet, through a central angle of 05 degrees 49 minutes 56 seconds, for an arc distance of 70.22 feet to an iron pipe #LB732, thence North 34 degrees 47 minutes 00 seconds East 1873.33 feet to an iron pipe #LB732, thence South 89 degrees 50 minutes 36 seconds East 2645.83 feet to an iron pipe #LB732, thence North 1070.05 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 38 seconds East 1334.74 feet to a terra cotta pipe filled with concrete and marking the Southeast corner of said Section 5 (also the Southwest corner of said Section 4), thence continue South 89 degrees 56 minutes 38 seconds East 1322.41 feet to the POINT OF BEGINNING, containing 184.80 acres, more or less.

The foregoing described property being subject to a drainage easement recorded in Deed Book 110, page 493 of the Public Records of Leon County, Florida.

#### PARCEL 4

A tract of land lying in Section 4, Township 1 North, Range 2 East, Leon County, Florida and more particularly described as follows:

Commence at a terra cotta pipe filled with concrete marking the Southeast corner of Lot 1 of Pine Tree Circle, an unrecorded subdivision, and also marking the Northeast corner of the West 1/2, of the Northeast 1/4, of said Section 4 and run South 00 degrees 30 minutes 18 seconds East along the East boundary of the West 1/2, of the Northeast 1/4 of said Section 4 a distance of 700.00 feet to a 1/2" iron pin #LB732 for the Point of Beginning. From said Point of Beginning run West 1125.70 feet to an iron pipe #LB732, thence South 34 degrees 16 minutes 03 seconds West 2337.73 feet to an iron pipe #LB732, thence Southwesterly along a line 300 feet Northwesterly of and parallel to the centerline of the 66 foot right of way of Miccosukee Road as follows: South 62 degrees 28 minutes 03 seconds West 182.09 feet to a point of curve to the left, thence along said curve with a radius of 23,218.60 feet, through a central angle of 01 degree 56 minutes 00 seconds, for an arc distance of 783.47 feet to an iron pipe #LB732, thence South 60 degrees 32 minutes 03 seconds West 399.22 feet to an iron pipe #LB732, thence leaving said parallel line run South 29 degrees 27 minutes 57 seconds East 267.00 feet to an iron pipe #LB732 lying on the Northwesterly right of way boundary of said Miccosukee Road, thence Northeasterly along said right of way boundary as follows: North 60 degrees 32 minutes 03 seconds East 399.22 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said curve with a radius of 22,951.60 feet, through a central angle of 01 degree 56 minutes 00 seconds, for an arc distance of 774.46 feet to an iron pipe #LB732, thence North 62 degrees 28 minutes 03 seconds East 321.26 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said curve with a radius of 22,885.60 feet, through a central angle of 02 degrees 57 minutes 00 seconds, for an arc distance of 1178.32 feet to an iron pipe #LB732, thence North 59 degrees 31 minutes 03 seconds East 801.95 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said

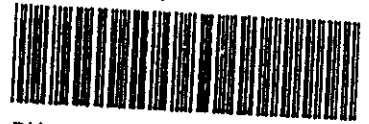
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curve with a radius of 22,951.60 feet, through a central angle of 01 degree 23 minutes 03 seconds, for an arc distance of 554.44 feet to an iron pipe #LB732 on the East boundary of the West 1/2, of the Northeast 1/4, of said Section 4, thence leaving the right of way boundary of said Miccosukee Road run North 00 degrees 30 minutes 18 seconds West along the East boundary of the West 1/2, of the Northeast 1/4, of said Section 4 a distance of 76.27 feet to an iron pipe #LB732 lying on a curve concave to the Southeasterly, thence Southwesterly along said curve and along a line 100 feet Northwesterly of and parallel to the centerline of the 66 foot right of way boundary of said Miccosukee Road with a radius of 23,018.60 feet, through a central angle of 00 degrees 59 minutes 46 seconds, for an arc distance of 400.16 feet (the chord of said arc being South 60 degrees 29 minutes 40 seconds West 400.16 feet) to an iron pipe #LB732, thence North 00 degrees 30 minutes 18 seconds West 571.63 feet to an iron pipe #LB732, thence East 350.00 feet to an iron pipe #LB732 on the East boundary of the West 1/2, of the Northeast 1/4, of said Section 4, thence North 00 degrees 30 minutes 18 seconds West along said East boundary 400.00 feet to the Point of Beginning, containing 62.30 acres, more or less.

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A tract of land lying in Section's 14 and 15, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida and run South 89 degrees 56 minutes 31 seconds East 2267.07 feet to a City of Tallahassee iron pin lying on a curve concave to the Southwesterly on the Easterly right of way boundary of Fleischman Road as described in Official Records Book 1376, page 485 of the Public Records of Leon County, Florida, thence run Northwesterly along said right of way curve with a radius of 592.25 feet, through a central angle of 48 degrees 18 minutes 58 seconds, for an arc distance of 499.43 feet (the chord of said arc being North 42 degrees 38 minutes 26 seconds West 484.77 feet) to a concrete monument #3562, thence leaving said right of way boundary run North 80 degrees 22 minutes 51 seconds East 855.01 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 31 seconds East 1104.46 feet to an iron pipe #LB732, thence North 53 degrees 54 minutes 58 seconds East 1360.55 to the Point of Beginning. From said Point of Beginning continue North 53 degrees 54 minutes 58 seconds East 14.14 feet to an iron pipe #LB732, thence North 64 degrees 11 minutes 03 seconds East along a line 800 feet Northwesterly of and parallel to the centerline of the 66 foot right of way of Miccosukee Road a distance of 210.66 feet to point lying on a curve concave to the Westerly, thence Southerly along said curve with a radius of 1224.00 feet, through a central angle of 21 degrees 36 minutes 45 seconds, for an arc distance of 461.70 feet (the chord of said arc being South 11 degrees 53 minutes 05 seconds East 458.97 feet), thence South 01 degree 04 minutes 42 seconds East 354.01 feet to the Northwesterly boundary of the 66 foot right of way of said Miccosukee Road, thence South 64 degrees 11 minutes 03 seconds West along said right of way boundary 246.63 feet, thence leaving said right of way boundary run North 01 degree 04 minutes 42 seconds West 457.22 feet to a point of curve to the left, thence along said curve with a radius of 1000.00 feet, through a central angle of 20 degrees 46 minutes 00 seconds, for an arc distance of 362.45 feet to the Point of Beginning.

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EXHIBIT "A-1(b)

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A tract of land lying in Section 14, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida and run South 89 degrees 56 minutes 31 seconds East 2267.07 feet to a City of Tallahassee iron pin lying on a curve concave to the Southwesterly on the Easterly right of way boundary of Fleischman Road as described in Official Records Book 1376, page 485 of the Public Records of Leon County, Florida, thence Northwesterly along said right of way curve with a radius of 592.25 feet, through a central angle of 48 degrees 18 minutes 58 seconds, for an arc distance of 499.43 feet (the chord of said arc being North 42 degrees 38 minutes 26 seconds West 484.77 feet) to a concrete monument #3562, thence leaving said right of way boundary run North 80 degrees 22 minutes 51 seconds East 855.01 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 31 seconds East 1104.46 feet to an iron pipe #LB732, thence North 53 degrees 54 minutes 58 seconds East 1374.69 feet to an iron pipe #LB732, thence North 64 degrees 11 minutes 03 seconds East along a line 800 feet Northwesterly of and parallel to the centerline of the 66 foot right of way of Miccosukee Road a distance of 310.00 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said parallel line and said curve with a radius of 6529.65 feet, through a central angle of 02 degrees 04 minutes 11 seconds, for an arc distance of 235.88 feet to an iron pipe #LB732 in a fence line, thence South 44 degrees 02 minutes 19 seconds East along said fence line 428.35 feet to an iron pipe #LB732, thence North 67 degrees 26 minutes 03 seconds East along a line 400 feet Northwesterly of and parallel to the centerline of the 66 foot right of way of said Miccosukee Road a distance of 1262.18 feet to an iron pipe #LB732, thence North 12 degrees 21 minutes 12 seconds East 698.86 feet to an iron pipe #LB732 on the approximate 94 foot contour of Dove Lake, thence North 73 degrees 06 minutes 18 seconds East 371.39 feet to an iron pipe #LB732, thence North 15 degrees 38 minutes 10 seconds East 520.46 feet to an iron pipe #LB732, thence North 88 degrees 40 minutes 44 seconds East 1081.30 feet to the Point of Beginning. From said Point of Beginning continue North 88 degrees 40 minutes 44 seconds East 100.03 feet, thence South 663.81 feet to a point of curve to the left, thence along said curve with a radius of 350.00 feet, through a central angle of 28 degrees 40 minutes 57 seconds, for an arc distance of 175.21 feet, thence South 28 degrees 40 minutes 57 seconds East 24.12 feet to the Northwesterly boundary of the 66 foot right of way of said Miccosukee Road, thence South 61 degrees 19 minutes 03 seconds West along said right of way boundary 100.00 feet, thence leaving said boundary run North 28 degrees 40 minutes 57 seconds West 24.12 feet to a point of curve to the right, thence along said curve with a radius of 450.00 feet, through a central angle of 28 degrees 40 minutes 57 seconds, for an arc distance of 225.27 feet, thence North 661.50 feet to the Point of Beginning.

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EXHIBIT "A-1(c)"



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A tract of land lying in Section's 12, 13, Township 1 North, Range 1 East, Leon County, Florida, more particularly described as follows:

Commence at a concrete monument marking the Southwest corner of Section 15, Township 1 North, Range 1 East, Leon County, Florida and run South 89 degrees 56 minutes 31 seconds East 2267.07 feet to a City of Tallahassee iron pin lying on a curve concave to the Southwesterly on the Easterly right of way boundary of Fleischman Road as described in Official Records Book 1376, page 485 of the Public Records of Leon County, Florida, thence Northwesterly along said right of way curve with a radius of 592.25 feet, through a central angle of 48 degrees 18 minutes 58 seconds, for an arc distance of 499.43 feet (the chord of said arc being North 42 degrees 38 minutes 26 seconds West 484.77 feet) to a concrete monument #3562, thence leaving said right of way boundary run North 80 degrees 22 minutes 51 seconds East 855.01 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 31 seconds East 1104.46 feet to an iron pipe #LB732, thence North 53 degrees 54 minutes 58 seconds East 1374.69 feet to an iron pipe #LB732, thence North 64 degrees 11 minutes 03 seconds East along a line 800 feet Northwesterly of and parallel to the centerline of the 66 foot right of way of Miccosukee Road a distance of 310.00 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said parallel line and said curve with a radius of 6529.65 feet, through a central angle of 02 degrees 04 minutes 11 seconds, for an arc distance of 235.88 feet to an iron pipe #LB732 in a fence line, thence South 44 degrees 02 minutes 19 seconds East along said fence line 428.35 feet to an iron pipe #LB732, thence North 67 degrees 26 minutes 03 seconds East along a line 400 feet Northwesterly of and parallel to the centerline of the 66 foot right of way of said Miccosukee Road a distance of 1262.18 feet to an iron pipe #LB732, thence North 12 degrees 21 minutes 12 seconds East 698.86 feet to an iron pipe #LB732 on the approximate 94 foot contour of Dove Lake, thence North 73 degrees 06 minutes 18 seconds East 371.39 feet to an iron pipe #LB732, thence North 15 degrees 38 minutes 10 seconds East 520.46 feet to an iron pipe #LB732, thence North 88 degrees 40 minutes 44 seconds East 1795.91 feet to an iron pipe #LB732, thence Northeasterly along a line 525 feet Northwesterly of and parallel to the centerline of the 66 foot right of way of said Miccosukee Road as follows: North 61 degrees 19 minutes 03 seconds East 2274.49 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said curve with a radius of 22,393.60 feet, through a central angle of 00 degrees 50 minutes 00 seconds, for an arc distance of 325.70 feet, thence North 60 degrees 29 minutes 03 seconds East 319.71 feet to an iron pipe #LB732, thence leaving said parallel line run South 29 degrees 30 minutes 57 seconds East 75.00 feet to an iron pipe #LB732, thence North 60 degrees 29 minutes 03 seconds East along a line 450 feet from and parallel to the centerline of the 66 foot right of way of said Miccosukee Road a distance of 2015.04 feet to the Point of Beginning. From said Point of Beginning continue North 60 degrees 29 minutes 03 seconds East along said parallel line 730.00 feet, thence leaving said parallel line run South 29 degrees 30 minutes 57 seconds East 417.00 feet to the Northwesterly boundary of the 66 foot right of way of said Miccosukee Road, thence South 60 degrees 29 minutes 03 seconds West along said right of way boundary 730.00 feet, thence leaving said right of way boundary run North 29 degrees 30 minutes 57 seconds West 417.00 feet to the Point of Beginning.

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EXHIBIT "A-1(d)"

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A tract of land lying in Sections 4, 5, 7, and 8, Township 1 North, Range 2 East, Leon County, Florida, more particularly described as follows:

Begin at a terra cotta pipe filled with concrete marking the Southwest corner of Lot 24 of Miccosukee Meadows, an unrecorded subdivision, and also marking the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 4 and run North 00 degrees 08 minutes 04 seconds East along the West boundary of said Miccosukee Meadows Subdivision a distance of 2193.90 feet to an iron pipe #LB732 lying on the Southeasterly boundary of the 66 foot right of way of Miccosukee Road, said iron pipe also lying on a curve concave to the Southeast, thence Southwesterly along said right of way curve with a radius of 22,885.60 feet, through a central angle of 01 degree 27 minutes 29 seconds, for an arc distance of 582.39 feet (the chord of said arc being South 61 degrees 15 minutes 48 seconds West 582.37 feet) to an iron pipe #LB732, thence South 60 degrees 32 minutes 03 seconds West along said right of way boundary 6921.44 feet to an iron pipe #LB732 marking a point of curve to the right, thence along said right of way curve with a radius of 22,951.60 feet, through a central angle of 00 degrees 44 minutes 00 seconds, for an arc distance of 293.76 feet to an iron pipe #LB732, thence South 61 degrees 16 minutes 03 seconds West along said right of way boundary 920.68 feet to an iron pipe #LB732 on the Northeasterly right of way boundary of Miles Johnson Road (60 foot right of way), thence South 66 degrees 43 minutes 33 seconds East along said right of way boundary 1260.75 feet to an iron pipe #LB732 marking a point of curve to the left, thence along said right of way curve with a radius of 689.88 feet, through a central angle of 05 degrees 49 minutes 56 seconds, for an arc distance of 70.22 feet to an iron pipe #LB732, thence North 34 degrees 47 minutes 00 seconds East 1873.33 feet to an iron pipe #LB732, thence South 89 degrees 50 minutes 36 seconds East 2645.83 feet to an iron pipe #LB732, thence North 1070.05 feet to an iron pipe #LB732, thence South 89 degrees 56 minutes 38 seconds East 1334.74 feet to a terra cotta pipe filled with concrete and marking the Southeast corner of said Section 5 (also the Southwest corner of said Section 4), thence continue South 89 degrees 56 minutes 38 seconds East 1322.41 feet to the POINT OF BEGINNING.

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# EXHIBIT "B"

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

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LEASE AGREEMENT

Lease Number 4259

This lease is made and entered into this 24<sup>th</sup> day of February 2000 between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the FLORIDA DEPARTMENT ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is authorized in Section 253.03, Florida Statutes, 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;

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 County of Leon, State of Florida and

EXHIBIT "B"

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 years, commencing on February 24, 2000 and ending on February 23, 2050, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: LESSEE shall manage the leased premises only for the multi-use recreational trail system which is 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 7 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. 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: LESSEE shall prepare and submit a Management Plan for the leased premises, in accordance with Section 253.034, Florida Statutes, and subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. 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. 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.

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 fire and extended risk insurance coverage, in accordance with Chapter 284, F.S., for any buildings and improvements located on the leased premises by preparing and delivering to the Division of Risk Management, Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this lease 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 Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

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 responsibility 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 Management Plan prepared pursuant to Section 253.034, Florida Statutes, 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: 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.

13. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

14. 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.

15. 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 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 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.

16. 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.

17. 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.

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 and shall require the prior written approval of LESSOR 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 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 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 approved 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 approved 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: 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 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.