



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: January 10, 2019

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Alex Feinman, Leasing Program Manager *AF*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Sovereignty Submerged Lands Fee Waived Lease Renewal between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Orange County and authorization to disburse funds to pay Submerged Land Renewal Fees, recording fees, and record instrument

PROJECT: Trimble Park Boat Dock
Trimble Park Road, Mount Dora, Florida 32757
Lease File #4023B

District 2

PURPOSE: To provide for the continued operation of mooring and fishing docks, and a boat ramp, on Lakes Carlton and Beauclair.

ITEM: Sovereignty Submerged Lands Fee Waived Lease Renewal
Cost: No rent
Size: 16,775 square feet
Term: 5 years
Options: None

BUDGET: Account No.: 1050-068-1823-3167 (Submerged Land Renewal Fee)
Account No.: 1050-068-1823-3148 (recording fees)

FUNDS: \$657.00 Payable to Florida Department of Environment Protection
(Submerged Land Renewal Fee)

\$180.00 Payable to Orange County Comptroller
(recording fees)

APPROVALS: Real Estate Management Division
Parks and Recreation Division
Risk Management Division

REMARKS: The property subject to this lease is sovereign submerged land owned by the state. The County's use of the property shall be solely for the permitted uses.

This five-year lease renewal will enable the Parks and Recreation Division to continue to operate boat mooring and fishing docks and a boat ramp on Lakes Carlton and Beauclair in Trimble Park. The lease term will terminate January 24, 2024. The lease may be renewed at the state's discretion for an unspecified term.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JAN 29 2019

This Instrument Prepared By:
Celeda Wallace
Action No. 39167
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 481507324

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Orange County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 07,
Township 20 South, Range 27 East, in Lake Carlton and Lake Beauclair,
Orange County, Florida, containing 16,775 square feet, more or less,
as is more particularly described and shown on Attachment A, dated October 6, 1998.

TO HAVE THE USE OF the hereinabove described premises from January 24, 2019, the effective date of this renewal lease, through January 24, 2024, the expiration date of this renewal lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a two public multi-slip docking facilities, 5-slips and 12-slips respectively, and a public courtesy fishing dock and a public and private boat ramp to be used exclusively for mooring of recreational vessels and for recreational fishing in conjunction with an upland public park, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveboards as defined in paragraph 25, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease; this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. 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.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Orange County, Florida
201 S. Rosiland Avenue, 2nd Floor
Orlando, Florida 32802

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The 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 area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

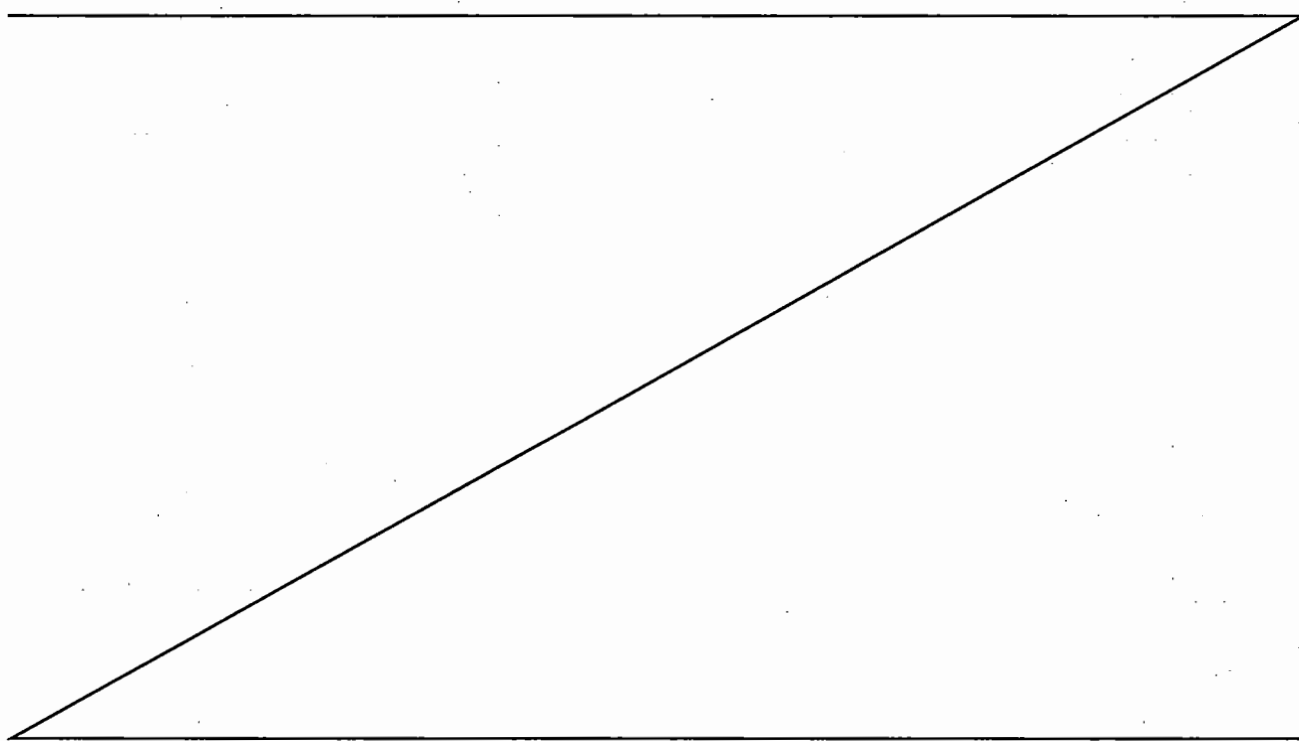
26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

27. SPECIAL LEASE CONDITIONS:

A. Lessee agrees that the docking facilities authorized under the terms and conditions of this lease shall be made available, without charge, to the general public.

B. Lessee agrees that the courtesy dock authorized under the terms and conditions of this lease shall be used for fishing only and shall be made available, without charge, to the general public.

C. Lessee agrees to ensure that only the county fire department, sheriff's office and Trimble Park personnel shall use the private boat ramp authorized under the terms and conditions of this lease.



IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Terril D. Gross
Original Signature

Original Signature

TERRI D. GROSS
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Original Signature

Kathy C Griffin
Print/Type Name of Witness

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

(SEAL)

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

"LESSOR"

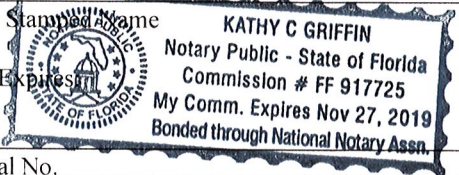
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 11th day of March, 2019, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Joe J. Stout
DEP Attorney
12/18/2018
Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name
My Commission Expires
Commission/Serial No.


WITNESSES:

Orange County, Florida (SEAL)

By its Board of County Commissioners

Lakela Louis
Original Signature

BY: Burrill Brooks
Original Signature of Executing Authority

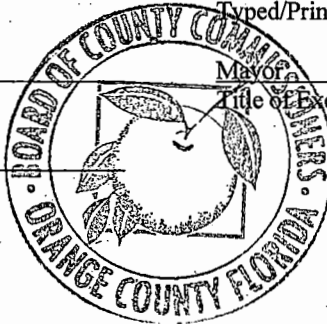
Lakela Louis
Typed/Printed Name of Witness

Jerry L. Demings
Typed/Printed Name of Executing Authority

Craig A. Stopyra
Original Signature

Mayor
Title of Executing Authority

Craig A. Stopyra
Typed/Printed Name of Witness



"LESSEE"

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 29th day of January, 2019, by Jerry L. Demings as Mayor, for and on behalf of the Board of County Commissioners of Orange County, Florida. He is personally known to me or who has produced _____ as identification.

My Commission Expires:

Noelia Perez
Signature of Notary Public

Apr. 19, 2019

Notary Public, State of Florida

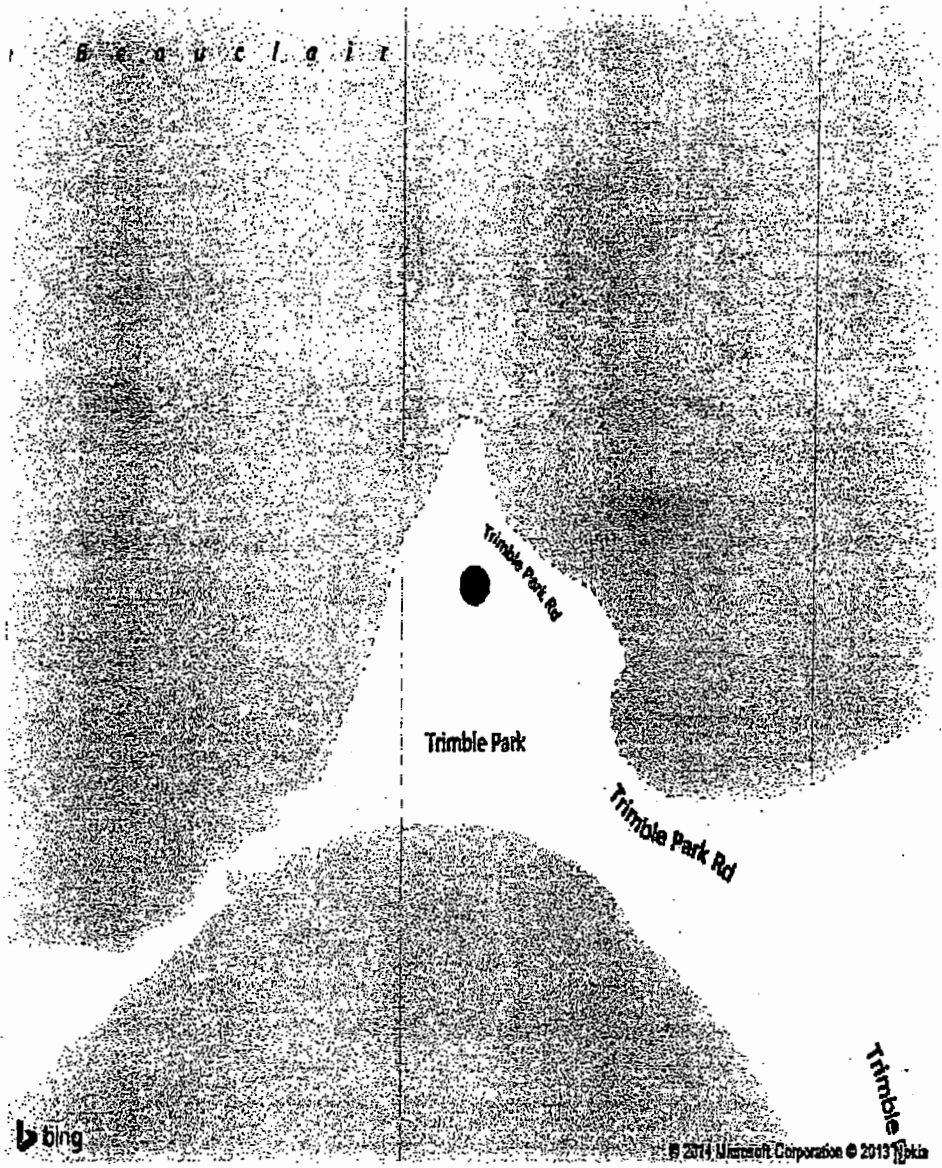
Commission/Serial No. FF221795

Noelia Perez

Printed, Typed or Stamped Name



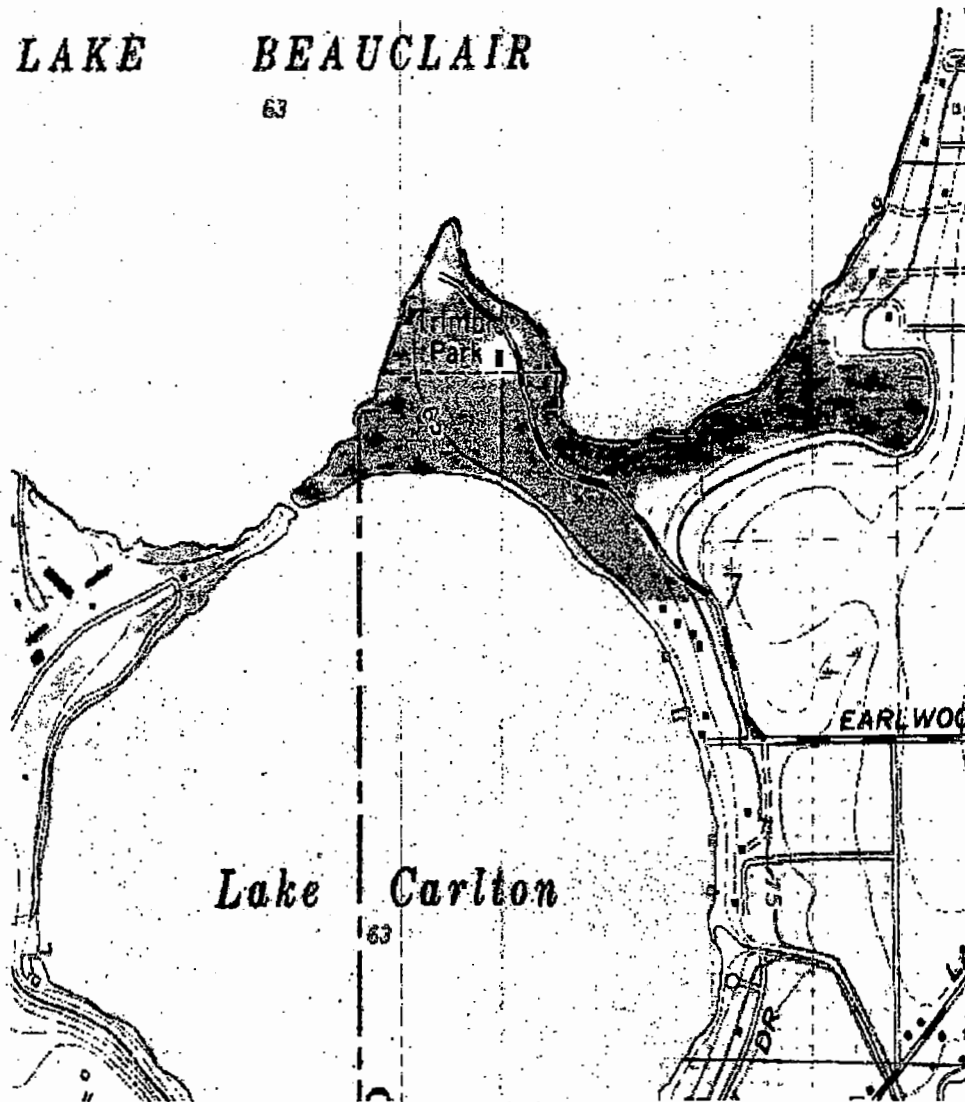
NOELIA PEREZ
MY COMMISSION # FF 221795
EXPIRES: April 19, 2019
Bonded Thru Budget/Notary Services



Orange County, Florida
5802 Trimble Park Road
Mt. Dora, Florida 32757

LAKE BEAUCLAIR

63



Section 07, Township 20 South, Range 27 East, in Lake Carlton and Lake Beauclair
Quad No. 145C, dated 1980 in Eustis, Florida



DOÑALD W. McINTOSH, Associate, Inc. 200 N. W. 10th St., Suite 1000, Ft. Lauderdale, Florida 33304-4400

SL644F 10/06/88 ORG CO PLS TRIMBLE PK/POINT MOORING DOCK 88254.0005 KR
10/6/88 4:16 PM

**SUBMERGED LAND LEASE LEGAL DESCRIPTION FOR
POINT MOORING DOCK AT TRIMBLE PARK,
LAKE BEAUCLAIR, ORANGE COUNTY, FLORIDA**

A portion of Lake Beauclair in the Northwest 1/4 of Section 7, Township 20 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 7 and run N 89°48'58" W along the South line of said Northwest 1/4 of the Northwest 1/4 for a distance of 245.83 feet; thence run N 00°11'02" E for a distance of 534.44 feet to a point on the Ordinary High Water Line as established by Orange County Board of County Commissioners on October 25, 1982 and the Point of Beginning; thence run the following 3 courses along said Ordinary High Water Line: 1) N 18°31'02" W, 61.16 feet; 2) N 33°23'17" W, 51.07 feet; N 28°44'48" W, 68.80 feet; thence run N 62°58'58" E for a distance of 53.20 feet; thence run S 27°01'02" E for a distance of 180.00 feet; thence run S 62°58'58" W for a distance of 54.50 feet to the Point of Beginning.

Containing 9061 square feet more or less.



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CIVIL ENGINEERS
LAND PLANNERS • SURVEYORS



DONALD W. MCINTOSH Associates, Inc. ENGINEERS, ARCHITECTS, SURVEYORS, LAND PLANNERS - CIVIL ENGINEERS

SL642P 10/06/88 ORG CO PWS TRIMBLE PK/CAMP MOORING DOCK 88234.0003 KR
10/6/88 4:10 PM

**SUBMERGED LAND LEASE LEGAL DESCRIPTION FOR
CAMPING MOORING DOCK AT TRIMBLE PARK,
LAKE CARLTON, ORANGE COUNTY, FLORIDA**

A portion of Lake Carlton in the Northwest 1/4 of Section 7, Township 20 South,
Range 27 East, Orange County, Florida, described as follows:

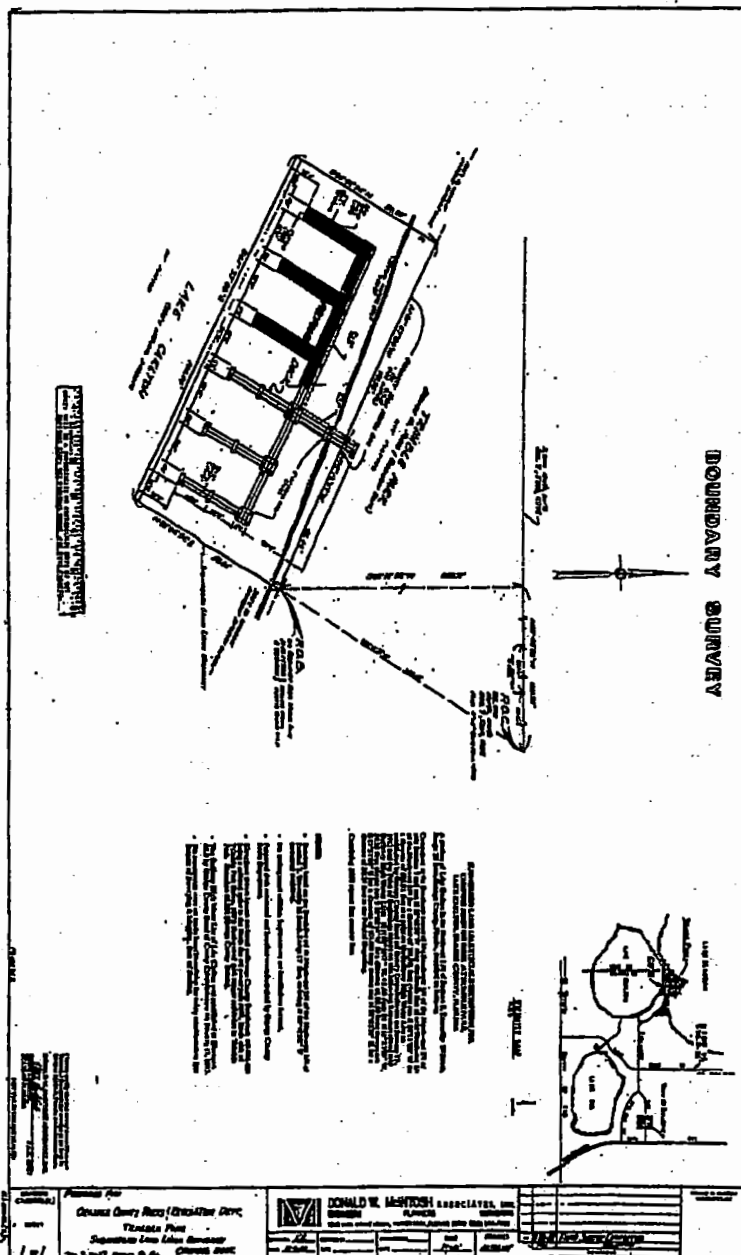
Commence at the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of
said Section 7 and run N 89°48'58" W along the South line of said Northwest 1/4
of the Northwest 1/4 for a distance of 241.98 feet; thence run S 00°11'02" W for
a distance of 623.91 feet to a point on the Ordinary High Water Line as
established by Orange County Board of County Commissioners on January 17,
1983 and the Point of Beginning; thence run the following 2 courses along said
Ordinary High Water Line: 1) N 62°15'47" W, 45.66 feet; 2) N 61°27'06" W,
58.35 feet; thence run S 28°02'54" W for a distance of 50.50 feet; thence run
S 61°57'06" E for a distance of 104.00 feet; thence run N 28°02'54" E for a
distance of 50.24 feet to the Point of Beginning.

Containing 5220 square feet more or less.

KL



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LAND PLANNERS - SURVEYORS





DONALD W. McINTOSH Associates, Inc. 200 PPM ANDREWS AVE, WEST PALM BEACH, FLORIDA 33411-4000

SL5437 10/06/88 ORG CO PMS TRIMBLE PK/DOCK ADDITION 88254.0005 KR
10/6/88 4:44 PM

**SUBMERGED LAND LEASE LEGAL DESCRIPTION FOR
DOCK ADDITION AT TRIMBLE PARK,
LAKE BEAUCLAIR, ORANGE COUNTY, FLORIDA**

A portion of Lake Beauclair in the Northwest 1/4 of Section 7, Township 20 South, Range 27 East, Orange County, Florida, described as follows:

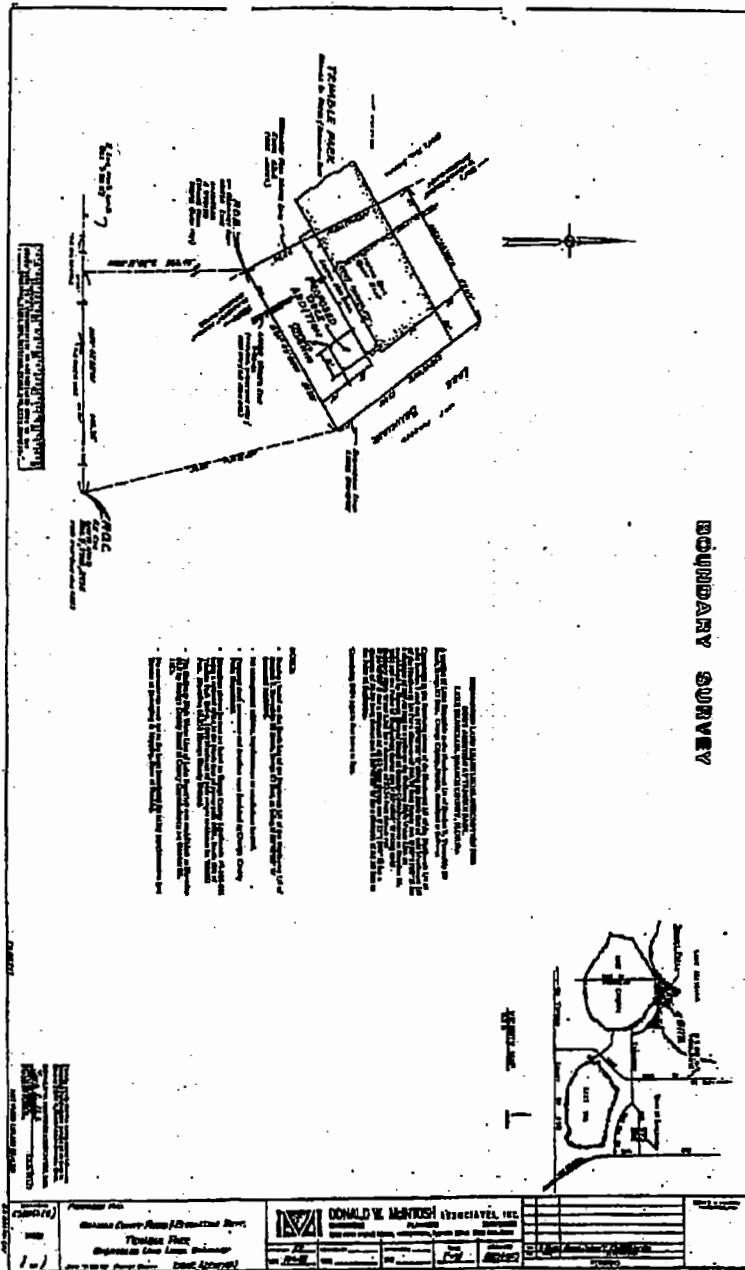
Commence at the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 7 and run N 89°48'58" W along the South line of said Northwest 1/4 of the Northwest 1/4 for a distance of 146.78 feet; thence run N 00°11'02" E for a distance of 369.49 feet to a point on the Ordinary High Water Line as established by Orange County Board of County Commissioners on October 25, 1982 and the Point of Beginning; thence run N 23°45'00" W along said Ordinary High Water Line for a distance of 53.74 feet; thence run N 56°45'00" E for a distance of 42.63 feet; thence run S 33°15'00" E for a distance of 53.00 feet; thence run S 56°45'00" W for a distance of 51.50 feet to the Point of Beginning.

Containing 2494 square feet more or less.

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CIVIL ENGINEERS
LAND PLANNERS • SURVEYORS



BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT

No. 3155

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING
MAR 26 1984

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the Executive Board of the Department of Natural Resources has, pursuant to Sections 375.032 and 375.041, Florida Statutes, authorized the purchase of the lands described herein and so declared that recreation is the prime purpose of the purchase, and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund is authorized by Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies and other public entities which may properly use and possess them for the benefit of the State;

NOW, THEREFORE, this agreement made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, as LESSOR, and Orange County, as LESSEE,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessor does hereby lease to the lessee the following described real property in the County of Orange, State of Florida, together with the improvements thereon (if applicable), said real property being described in Exhibit "A" which is attached hereto and expressly made a part hereof.

No. 3155

TO HAVE AND TO HOLD the above described land for a period of fifty (50) years for the purposes of developing recreation facilities and operating and maintaining the premises and facilities for general public recreation uses solely in accordance with the plan of development and use attached hereto and made a part hereof (Exhibit "B"). Modification to this plan can only be made upon consent of the lessor in consultation with the Division of Recreation and Parks of the Department of Natural Resources.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

3. The lessee shall through its agents and employees prevent the unauthorized use of said land or any use thereof not in conformity with this lease. When said land shall not be in accordance with the development plan (Exhibit "B"), the lessor, after consultation with the Division of Recreation and Parks of the Department of Natural Resources, shall notify the lessee in writing, and at the sole option of the lessor, this lease agreement may be immediately cancelled and ownership of all improvements be vested in the lessor.

4. The lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for the purposes described in Paragraph 1 above, or if the lessee shall fail to complete the plan of development and use described in Exhibit "B" hereto within three (3) years of the date of this lease.

5. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, hold and save harmless the lessor from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement to the extent allowable by law.

6. The lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

No. 3155

7. The lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

8. The lessee agrees to assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

9. The lessee is hereby authorized to grant utility easements which will be necessary to service authorized facilities located within the leased premises. Copies of any such easements granted shall be filed timely with the lessor.

10. This agreement is for the purposes specified herein, and subleases of any nature, excepting utility easements incident to authorized facilities (Provision 9), are prohibited, unless previously authorized by the lessor in consultation with the Division of Recreation and Parks of the Department of Natural Resources.

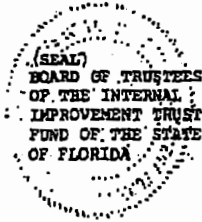
11. Upon cessation of occupation of said property, the lessee agrees to leave all fixed improvements for the use of the lessor and to put no claim upon said improvements; or, at the option of the lessor, the lessee agrees to remove any and all improvements on the property at the lessee's expense.

12. Execution of this agreement in no way affects the lessee's obligations pursuant to Chapter 267, Florida Statutes.

IN TESTIMONY WHEREOF, the legally designated agent of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has hereunto subscribed his name and has caused the official seal of the Board of Trustees of the Internal Improvement Trust Fund of the State

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of Florida to be hereunto affixed, in the City of Tallahassee, Florida,
on this 16 day of April, A.D., 1984.



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

By [Signature]
Executive Director, Department of
Natural Resources,
Agent for the Board of Trustees of
the Internal Improvement Trust Fund
authorized to execute this instrument
for and on its behalf pursuant to
Section 253.431, Florida Statutes,
and resolution recorded in its
minutes of November 4, 1975.

APPROVED AS TO
FORM & LEGALITY

[Signature]
DEPARTMENT ATTORNEY

ORANGE COUNTY

By [Signature]

Government Lots 6 and 7, of Section 7, Township 20 South, Range 27 East, LESS NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ deeded to Orange County for Trimble Park and also LESS all of the property described in Deeds recorded in O.R. Book 1825, Page 705; O.R. Book 1867, Page 477; O.R. Book 1897, Page 371; O.R. Book 1897, Page 378; O.R. Book 1943, Page 524; O.R. Book 1945, Page 656; O.R. Book 1946, Page 770; and O.R. Book 2723, Page 318, Public Records of Orange County, Florida; and deed of even date herewith to Bernice Dawson and Roswell Tarbell II.

Subject to the Locks Florida Corporation, its assigns and successors, retaining a right-of-way for the purpose of access to other land retained by it in Lake County, including the right to construct a road for a viatic use; said right-of-way to be thirty (30) feet in width and to be located along the South boundary of the existing county park. Also retaining the right to maintain electric, telephone, sewage and other utilities. Also reserving the right to construct one leach field for residential purposes on the land herein conveyed; location of said leach field to be determined by agreement between the Locks Florida Corporation and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

