

RESOLUTION NO. 2010- 164

**RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A SUBLEASE WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE OFFICE OF GREEN WAYS AND TRAILS FOR A TRAILHEAD DESIGNATED AS STATE ROAD 207 MUSSALLEM TRAIL HEAD**

**RECITALS**

**WHEREAS**, on August 11, 2009, the Florida Department of Environmental Protection presented to the Governor and Cabinet an Option Agreement to purchase a prime Trailhead site in St. Johns County for the Florida Rails to Trails program which was unanimously approved by the Governor and Cabinet; and

**WHEREAS**, St. Johns County will manage the Trailhead as part of the Management Plan in accordance with Section 253.034, Florida Statutes and subsection 18-2.021(4), Florida Administrative Code; and

**WHEREAS**, The Florida Department of Environmental Protection Division of State Lands has requested a Sublease with St. Johns County as Sublessee in conjunction with The Management Plan of this Trailhead, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, recreation trails and greenways are important community amenities that conserve critical open space, use natural resources for healthful outdoor activities, provide transportation options, increase property values, and spur the economic growth; and

**WHEREAS**, the total funding of the acquisition for this Trailhead was through the Office of Greenway and Trails as part of the Florida Forever funding for the acquisitions of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida as follows:

**Section 1.** The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissions, hereby approves and authorizes the County Administrator, or designee, to execute the Sublease.

**Section 3.** To the extent that there are typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

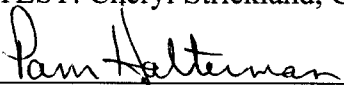
**Section 4.** The Clerk of Court is instructed to record the Sublease in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 17<sup>th</sup> day of August, 2010.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By:   
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 8/19/10



EXHIBIT "A" TO RESOLUTION

SAS2

DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF GREENWAYS  
AND TRAILS

SR 207 MUSSALLEM TRAILHEAD - SUBLEASE AGREEMENT

Sublease Number 4631-01

THIS SUBLEASE AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2010, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS, hereinafter referred to as "SUBLESSOR" and ST. JOHNS 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 MussalleM Trailhead under TRUSTEES' Lease Number 4631.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease, is situated in the County of St. Johns, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. **TERM:** The term of this sublease shall be for a period of fifty (50) years commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the conservation and protection of natural and historical resources and resource based public outdoor recreation 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 6. of this sublease.
5. **QUIET ENJOYMENT AND RIGHT OF USE:** SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to the full quiet enjoyment by said SUBLESSEE of the rights conveyed herein.
6. **MANAGEMENT PLAN:** SUBLESSEE shall prepare and submit a Management Plan for the subleased 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 sublease. The Management Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the State of Florida Department of Environmental Protection, 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. The Management Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary public purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and the TRUSTEES at least every ten years. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the prior 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.

7. CONFORMITY: This sublease shall conform to all terms and conditions of that certain lease between the TRUSTEES and SUBLESSOR dated March 29, 2010, 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.

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 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 IMPROVEMENTS: 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 by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises realty will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. INSURANCE REQUIREMENTS: SUBLESSEE 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 subleased premises by preparing and delivering to the Division of Risk Management, State of Florida Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form and a copy of this sublease immediately upon erection of any structures as allowed by paragraph 4 of this sublease. A copy of said form and immediate notification in writing of any erection or removal of structures or other improvement on the subleased premises and any changes affecting the value of the improvements will be submitted to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000.

12. **LIABILITY:** SUBLESSEE shall assist in the investigation of injury or damage claims either for or against SUBLESSOR, the TRUSTEES or the State of Florida pertaining to SUBLESSEE'S respective areas of responsibility under this sublease or arising out of SUBLESSEE'S respective management programs or activities and shall contact SUBLESSOR regarding the legal action deemed appropriate to remedy such damage or claims.

13. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Section 253.034, Florida Statutes, shall be reviewed by the State of Florida Department of State, 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.

14. **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.

15. **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.

16. **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, written

notification shall be made to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of all or any part 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 the TRUSTEES and SUBLESSOR through the execution of a release of sublease instrument executed with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications to the subleased premises shall become the property of SUBLESSOR and the TRUSTEES, 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 buildings on the subleased premises shall be turned over to SUBLESSOR. If the improvements or subleased premises do not meet all conditions as set forth in paragraphs 20 and 21 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

17. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

18. 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 SUBLESSEE and SUBLESSOR or other land managing agencies for the protection and enhancement of the subleased premises.

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

20. UTILITY FEES: SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water, telephone, and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.
21. MAINTENANCE: 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, keeping the subleased premises free of trash or litter, meeting all building safety codes in the location situated, maintaining all planned improvements as set forth in the approved Management Plan and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease; 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 subleased premises and with the approved Management Plan.
22. 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.
23. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR, shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon SUBLESSOR.
24. 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 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 SUBLESSOR.
25. 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.

26. 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.

27. 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: State of Florida  
Department of Environmental Protection  
Office of Greenways and Trails  
3900 Commonwealth Boulevard, Mail Station 795  
Tallahassee, Florida 32399-3000

SUBLESSEE: St. Johns County, Florida  
Parks and Recreation Department  
2175 Misell Road  
St. Augustine, Florida 32080  
Attn: Wil Smith, Assistant Director

With a mandatory copy to:

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

28. 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 leased 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. 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.

29. 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.

30. RIGHT OF AUDIT: SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease and the TRUSTEES and SUBLESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This

sublease may be terminated by the TRUSTEES or SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to Chapter 119, Florida Statutes.

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

32. 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.

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

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

35. 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.

36. ADMINISTRATIVE FEE: SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. 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.

37. SPECIAL CONDITIONS: The following special conditions shall apply to this sublease: None.

IN WITNESS WHEREOF, the parties have caused 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

Witness \_\_\_\_\_

By: \_\_\_\_\_ (SEAL) Jena B. Brooks, Director

Printed or Typed Name \_\_\_\_\_

"SUBLESSOR"

Witness \_\_\_\_\_

Printed or Typed Name \_\_\_\_\_

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by Jena B. Brooks, as Director, on behalf of the Office of Greenways and Trails, State of Florida Department of Environmental Protection, who is/are personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public, State of Florida

Print/Type Notary Name:

Commission Number:

Commission Expires:

St. Johns County, Florida  
By its Board of County Commissioners

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (SEAL)  
Michael Wanchick, County Administrator

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Witness

ATTEST: \_\_\_\_\_  
County Manager/Clerk  
County Council of  
St. Johns County, Florida

\_\_\_\_\_  
Printed or Typed Name

"SUBLESSEE"

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by Michael Wanchick, as County Administrator, on behalf of the Board of County Commissioners of St. Johns County, Florida, who is/are personally known to me or who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print/Type Notary Name

Commission Number:

Commission Expires:

Consented to by the Trustees on the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
GLORIA C. BARBER, OPERATIONS AND  
MANAGEMENT CONSULTANT MANAGER  
BUREAU OF PUBLIC LAND ADMINISTRATION  
DIVISION OF STATE LANDS, STATE OF  
FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

Approved as to Form and Legality

By: \_\_\_\_\_  
DEP Attorney

**EXHIBIT "A"**

**Legal Description of the Subleased Premises**

A parcel of land lying in Section 4, Township 8 South, Range 29 East, St. Johns County, Florida being described as follows:

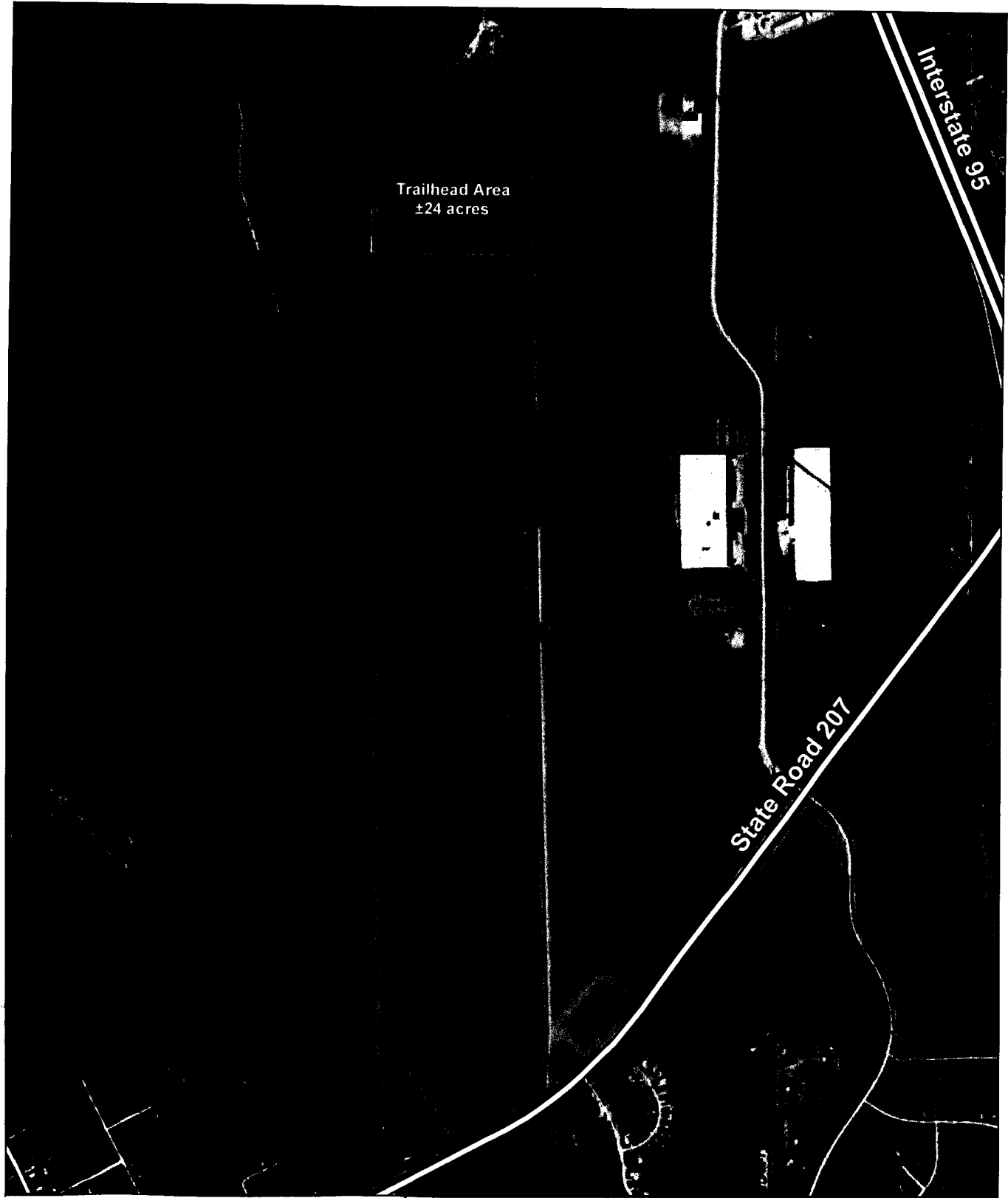
Commence at the Southwest corner of Section 4, Township 8 South, Range 29 East, St. Johns County, Florida; thence on the West line of said Section 4, N 00°36'00" E, a distance of 203.56 feet to the Point of Beginning; thence continue on said West line, N 00°36'00" E, a distance of 365.48 feet to a point on the Southeasterly Right of Way line of Florida East Coast Railway (a 100' right of way); thence departing said West line and on the Southeasterly Right of Way line of said Florida East Coast Railway, N 29°09'34" E, a distance of 1011.20 feet; thence departing said Southeasterly Right of Way line, N 89°49'38" E, a distance of 524.75 feet to the Northwest corner of those lands described in Official Records Book 881, Page 852 of the Public Records of St. Johns County, Florida; thence on the West line of said lands described in Official Records Book 881, Page 852, S 00°31'48" E, a distance of 1219.82 feet; thence departing said lands described in Official Records Book 881, Page 852, S 88°19'04" W, a distance of 1033.01 feet to the Point of Beginning.

TOGETHER with a 60' easement for ingress, egress, utilities and drainage as described in Official Records Book 881, Page 855, St. Johns County, Florida.

OGT / State Road 207 Rail Trail - Mussallem Trailhead  
Anthony Mussallem and Madelyn Mussallem  
Last revised: 10.29.09

ESM  
By RB Date 10-29-09

Sheet 1 of 1



Trailhead Area  
±24 acres

Interstate 95

State Road 207

EXHIBIT "B"

SAL2

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

LEASE AGREEMENT

Lease Number 4631

This lease is made and entered into this 29<sup>th</sup> day of MARCH, 2010, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, 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 that 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, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease is situated in the County of St. Johns, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".
3. TERM: The term of this lease shall be for a period of fifty years, commencing on MARCH 29, 2010, and ending on MARCH 28, 2060, unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and resource based public outdoor recreation 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, within twelve months of the effective date of this lease. The Management Plan shall be submitted for approval to the State of Florida Department of Environmental Protection, Division of State Lands, Office of Environmental Services, Mail Station 140, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. 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. 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, State of Florida 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, State of Florida Department of Environmental Protection, Mail Station 130, 3800 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 State of Florida 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. POST CLOSING RESPONSIBILITIES: In an effort to define responsibilities of LESSOR and LESSEE with regard to resolving post closing management issues, the parties agree to the following:
  - a. After consultation with LESSEE, LESSOR agrees to provide the

LESSEE with the title, survey and environmental products procured by LESSOR, prior to closing.

- b. LESSOR will initiate surveying services to locate and mark boundary lines of specific parcels when necessary for immediate agency management and will provide a boundary survey of the entire acquisition project at the conclusion of all acquisitions within the project boundary. Provided, however, LESSEE may request individual parcel boundary surveys, if necessary, prior to the conclusion of acquisition activities within the project boundaries.
- c. Unless otherwise agreed to by LESSEE, LESSOR shall at its sole cost and expense, make a diligent effort to resolve all issues pertaining to all title defects, survey matters or environmental contamination associated with the leased premises, including but not limited to trash and debris, which were either known or should have been reasonably known by LESSOR at the time LESSOR acquired the leased premises. Notwithstanding the foregoing, LESSOR will not be responsible for any of LESSEE'S attorney's fees, costs, or liability or damages incurred by LESSEE in resolving any issue in which LESSEE is named as a party in any litigation or other legal or administrative proceeding.
- d. With regard to all title defects, survey matters, or environmental contamination associated with the leased premises which were not known or could not have been reasonably known by LESSOR at the time LESSOR acquired the leased premises, LESSOR and LESSEE agree to cooperate in developing an appropriate strategy for jointly resolving these matters. LESSOR acknowledges and understands that LESSEE is unable to commit any substantial amount of their routine operating funds for the resolution of any title defect, survey matter, or environmental contamination associated with the lease premises. Notwithstanding the foregoing, LESSOR will not be responsible for any of LESSEE'S attorney's fees, costs, or liability or damages incurred by LESSEE in resolving any issue in which LESSEE is named as a party in any litigation or other legal or administrative proceeding.

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, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of 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 permanent 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 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, removing all trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canal, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

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.

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

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

LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Board of Trustees of the Internal Improvement Trust  
Fund of the State of Florida  
Department of Environmental Protection  
Bureau of Public Land Administration  
Division of State Lands  
3800 Commonwealth Boulevard, MS 130  
Tallahassee, Florida 32399-3000

LESSEE: State of Florida  
Department of Environmental Protection  
Office of Greenways and Trails  
3900 Commonwealth Boulevard, MS 795  
Tallahassee, Florida 32399-3000

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

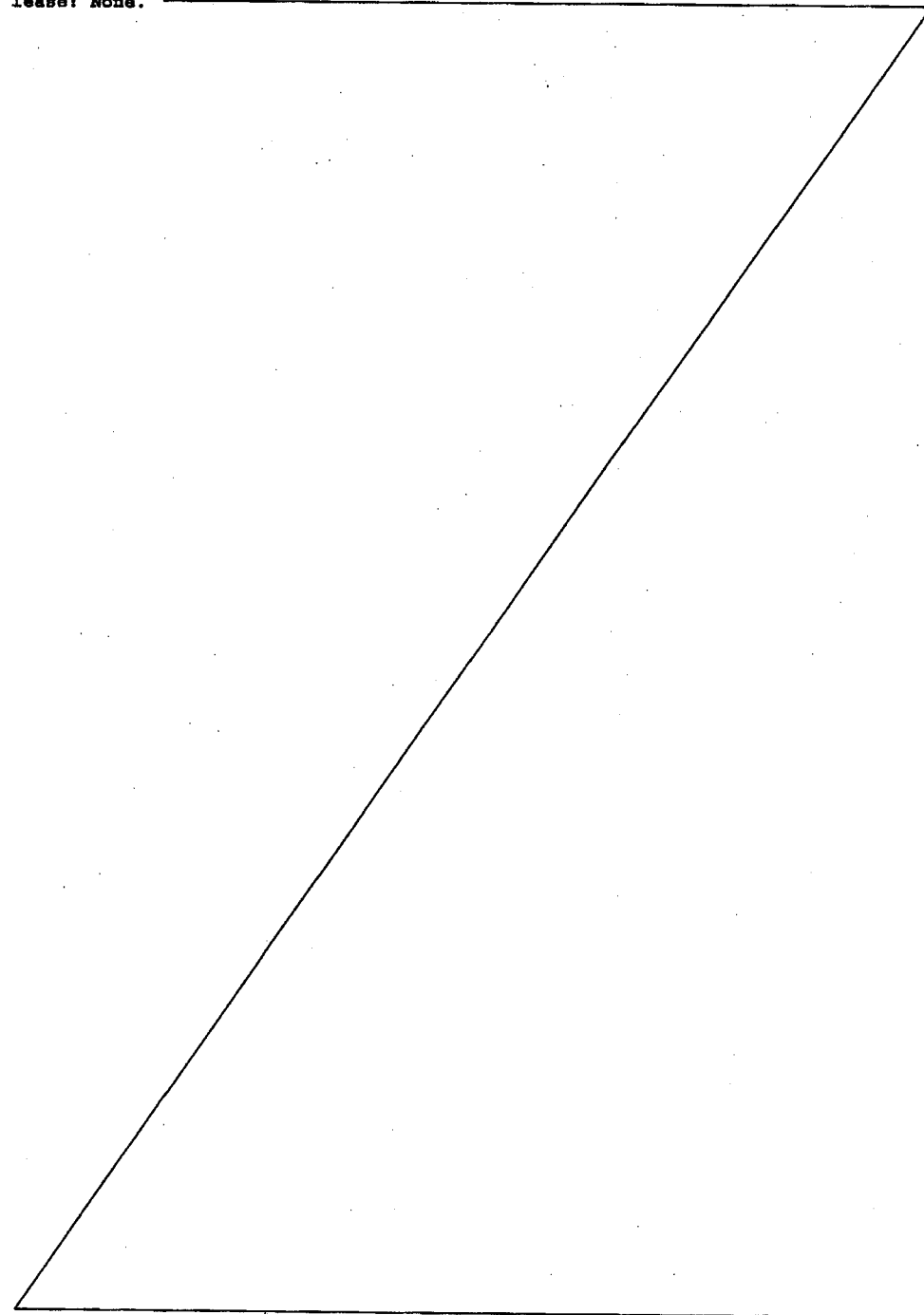
leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous 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 LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. Nothing herein shall relieve LESSEE 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 LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE

shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

29. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.
30. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease and LESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to Chapter 119, Florida Statutes.
31. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.
32. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
33. TIME: Time is expressly declared to be of the essence of this lease.
34. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.
35. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.
36. ADMINISTRATIVE FEE: LESSOR shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the

date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

37. SPECIAL CONDITIONS: The following special conditions shall apply to this lease: None.





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

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

David Fewell  
Witness

By: Gloria C. Barber (SEAL)  
GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

DAVE FEWELL  
Print/Type Witness Name

Juliette McGuff  
Witness

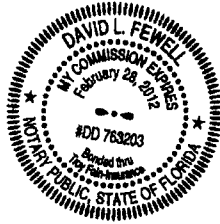
Juliette McGuff  
Print/Type Witness Name

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March, 2010, by Gloria C. Barber, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

David L. Fewell  
Notary Public, State of Florida



Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: [Signature]  
DEP Attorney

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

Matthew Klein  
Witness

By: Jena B. Brooks  
Jena B. Brooks, Director

MATTHEW KLEIN  
Print/Type Witness Name

"LESSEE"

Judy A. Brooks  
Witness

Judy A. Brooks  
Print/Type Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2010, by Jena B. Brooks, as Director, on behalf of Office of Greenways and Trails, State of Florida Department of Environmental Protection. She is personally known to me.

Shannon Franklin  
Notary Public, State of Florida

Shannon Franklin  
Print/Type Notary Name



Commission Number: DD 958758

Commission Expires: May 23, 2014

3

This Instrument Prepared By and Please Return To: Wendi McAleese American Government Services Corporation (ETW) 3812 W. Linebaugh Avenue Tampa, Florida 33618 AGS # 21682

Public Records of St. Johns County, FL Clerk # 2009056988, O.R. 3256 PG 310-312 11/05/2009 at 12:05 PM, REC. \$13.00 SUR. \$14.00 Doc. D \$2846.20

WARRANTY DEED (STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 21 day of October, A.D. 2009, between Anthony J. Mussalleh and Madalyn L. Mussalleh, husband and wife, whose address is 100 Saint Augustine South Drive, St. Augustine, Florida, 32086, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used hereto the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in St. Johns County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 136360-0000.

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written

Signed, sealed and delivered in the presence of:

Robert Dushane (Signature of First Witness)

Anthony J. Mussalleh (Signature of Grantor)

Robert Dushane (Printed, Typed or Stamped Name of First Witness)

Renee Sheridan-Birchall (Signature of Second Witness)

Renee Sheridan-Birchall (Printed, Typed or Stamped Name of Second Witness)

Robert Dushame  
(Signature of First Witness)

Robert Dushame  
(Printed, Typed or Stamped Name of First Witness)

Madalya L. Mussallem  
Madalya L. Mussallem

Renée Sheridan-Birkhall  
(Signature of Second Witness)

Renée Sheridan-Birkhall  
(Printed, Typed or Stamped Name of Second Witness)

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 26 day of October, 2009, by Anthony J. Mussallem and Madalya L. Mussallem, husband and wife. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a driver license.
- produced \_\_\_\_\_ as identification.

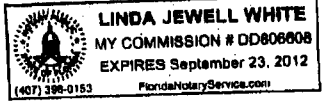
(NOTARY PUBLIC SEAL)

Linda Jewell White  
Notary Public

Linda Jewell White  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD806608

My Commission Expires: Sept 23, 2012



**EXHIBIT "A"**

A parcel of land lying in Section 4, Township 8 South, Range 29 East, St. Johns County, Florida being described as follows:

Commence at the Southwest corner of Section 4, Township 8 South, Range 29 East, St. Johns County, Florida; thence on the West line of said Section 4, N 00°36'00" E, a distance of 203.56 feet to the Point of Beginning; thence continue on said West line, N 00°36'00" E, a distance of 365.48 feet to a point on the Southeasterly Right of Way line of Florida East Coast Railway (a 100' right of way); thence departing said West line and on the Southeasterly Right of Way line of said Florida East Coast Railway, N 29°09'34" E, a distance of 1011.20 feet; thence departing said Southeasterly Right of Way line, N 89°49'38" E, a distance of 524.75 feet to the Northwest corner of those lands described in Official Records Book 881, Page 852 of the Public Records of St. Johns County, Florida; thence on the West line of said lands described in Official Records Book 881, Page 852, S 00°31'48" E, a distance of 1219.82 feet; thence departing said lands described in Official Records Book 881, Page 852, S 88°19'04" W, a distance of 1033.01 feet to the Point of Beginning.

TOGETHER with a 60' easement for ingress, egress, utilities and drainage as described in Official Records Book 881, Page 855, St. Johns County, Florida.

OGT / State Road 207 Rail Trail -- Mussilem Trailhead  
Anthony Mussilem and Madalyn Mussilem  
Last revised: 10.29.09

ESM  
By RB Date 10-29-09

Sheet 1 of 1

EXHIBIT "B"

SAL2

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

LEASE AGREEMENT

Lease Number 4631

This lease is made and entered into this 29<sup>th</sup> day of MARCH, 2010, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, 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 that 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, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease is situated in the County of St. Johns, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".
3. TERM: The term of this lease shall be for a period of fifty years, commencing on MARCH 29, 2010, and ending on MARCH 28, 2060, unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and resource based public outdoor recreation 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, within twelve months of the effective date of this lease. The Management Plan shall be submitted for approval to the State of Florida Department of Environmental Protection, Division of State Lands, Office of Environmental Services, Mail Station 140, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. 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. 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, State of Florida 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, State of Florida Department of Environmental Protection, Mail Station 130, 3800 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 State of Florida 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. POST CLOSING RESPONSIBILITIES: In an effort to define responsibilities of LESSOR and LESSEE with regard to resolving post closing management issues, the parties agree to the following:

- a. After consultation with LESSEE, LESSOR agrees to provide the



LESSEE with the title, survey and environmental products procured by LESSOR, prior to closing.

- b. LESSOR will initiate surveying services to locate and mark boundary lines of specific parcels when necessary for immediate agency management and will provide a boundary survey of the entire acquisition project at the conclusion of all acquisitions within the project boundary. Provided, however, LESSEE may request individual parcel boundary surveys, if necessary, prior to the conclusion of acquisition activities within the project boundaries.
- c. Unless otherwise agreed to by LESSEE, LESSOR shall at its sole cost and expense, make a diligent effort to resolve all issues pertaining to all title defects, survey matters or environmental contamination associated with the leased premises, including but not limited to trash and debris, which were either known or should have been reasonably known by LESSOR at the time LESSOR acquired the leased premises. Notwithstanding the foregoing, LESSOR will not be responsible for any of LESSEE'S attorney's fees, costs, or liability or damages incurred by LESSEE in resolving any issue in which LESSEE is named as a party in any litigation or other legal or administrative proceeding.
- d. With regard to all title defects, survey matters, or environmental contamination associated with the leased premises which were not known or could not have been reasonably known by LESSOR at the time LESSOR acquired the leased premises, LESSOR and LESSEE agree to cooperate in developing an appropriate strategy for jointly resolving these matters. LESSOR acknowledges and understands that LESSEE is unable to commit any substantial amount of their routine operating funds for the resolution of any title defect, survey matter, or environmental contamination associated with the lease premises. Notwithstanding the foregoing, LESSOR will not be responsible for any of LESSEE'S attorney's fees, costs, or liability or damages incurred by LESSEE in resolving any issue in which LESSEE is named as a party in any litigation or other legal or administrative proceeding.

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, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of 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 permanent 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 ARTEROPOD 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 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, removing all trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canal, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.
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.

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

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

LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Board of Trustees of the Internal Improvement Trust  
Fund of the State of Florida  
Department of Environmental Protection  
Bureau of Public Land Administration  
Division of State Lands  
3800 Commonwealth Boulevard, MS 130  
Tallahassee, Florida 32399-3000

LESSEE: State of Florida  
Department of Environmental Protection  
Office of Greenways and Trails  
3900 Commonwealth Boulevard, MS 795  
Tallahassee, Florida 32399-3000

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

leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous 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 LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. Nothing herein shall relieve LESSEE 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 LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE

shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

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

30. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease and LESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to Chapter 119, Florida Statutes.

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

32. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

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

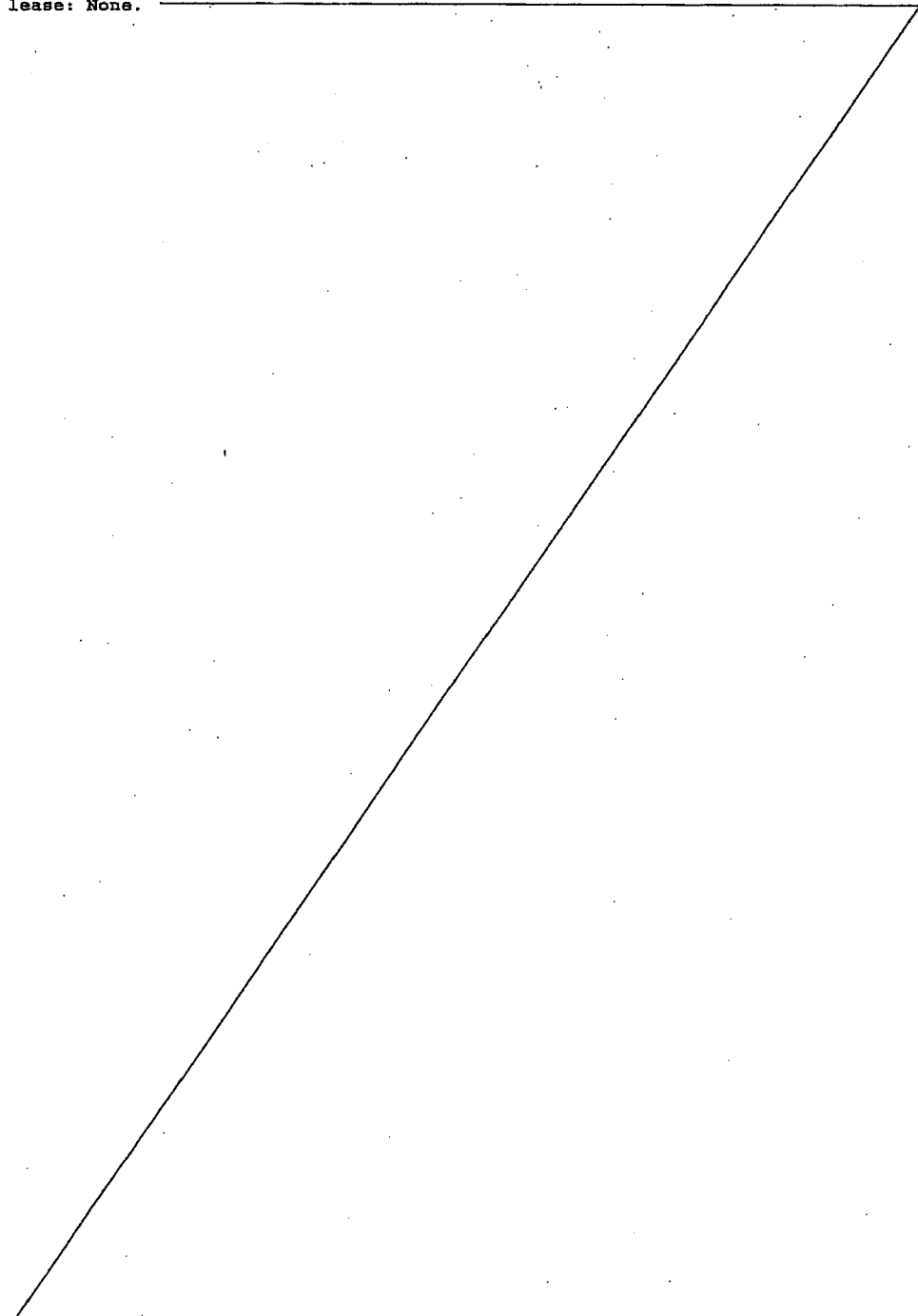
34. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

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

36. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the

date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

37. SPECIAL CONDITIONS: The following special conditions shall apply to this lease: None.



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

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

David Fewell  
Witness

By: Gloria C. Barber (SEAL)

GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

DAVE FEWELL  
Print/Type Witness Name

Juliette McEntiff  
Witness

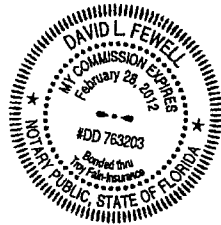
Juliette McEntiff  
Print/Type Witness Name

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March, 2010, by Gloria C. Barber, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, acting as agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

David L. Fewell  
Notary Public, State of Florida



Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to form and legality

By: [Signature]  
DEP Attorney



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

Matthew Klein  
Witness

By: Jena B. Brooks  
Jena B. Brooks, Director

MATTHEW KLEIN  
Print/Type Witness Name

"LESSEE"

Judy A. Brooks  
Witness

Judy A. Brooks  
Print/Type Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2010, by Jena B. Brooks, as Director, on behalf of Office of Greenways and Trails, State of Florida Department of Environmental Protection. She is personally known to me.

Shannon Franklin  
Notary Public, State of Florida

Shannon Franklin  
Print/Type Notary Name



Commission Number: DD958758

Commission Expires: May 23, 2014

3

This Instrument Prepared By and  
Please Return To:  
Wendi McAleese  
American Government Services Corporation (LTV)  
3812 W. Linebaugh Avenue  
Tampa, Florida 33618  
AGS # 21682

Public Records of  
St. Johns County, FL  
Clerk # 2009066988,  
O.R. 3258 PG 310-312  
11/05/2009 at 12:05 PM,  
REC. \$13.00 SUR. \$14.00  
Doc. D \$2846.20

WARRANTY DEED  
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 26 day of October, A.D. 2009, between Anthony J. Mussalleim and Madalyn L. Mussalleim, husband and wife, whose address is 100 Saint Augustine South Drive, St. Augustine, Florida, 32086, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in St. Johns County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 136360-0000.

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written

Signed, sealed and delivered in the presence of:

Robert Dushane  
(Signature of First Witness)

Anthony J. Mussalleim  
Anthony J. Mussalleim

Robert Dushane  
(Printed, Typed or Stamped Name of First Witness)

Renee Sheridan-Birtell  
(Signature of Second Witness)

Renee Sheridan-Birtell  
(Printed, Typed or Stamped Name of Second Witness)

Robert Dushame  
(Signature of First Witness)

Madalyn L. Mussalem  
Madalyn L. Mussalem

Robert Dushame  
(Printed, Typed or Stamped Name of First Witness)

Kenice Sheridan-Birkall  
(Signature of Second Witness)

Kenice Sheridan-Birkall  
(Printed, Typed or Stamped Name of Second Witness)

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 26 day of October, 2009, by Anthony J. Mussalem and Madalyn L. Mussalem, husband and wife. Such person (Notary Public must check applicable box):

- is personally known to me.
- produced a driver license.
- produced \_\_\_\_\_ as identification.

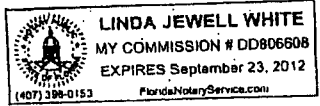
(NOTARY PUBLIC SEAL)

Linda Jewell White  
Notary Public

Linda Jewell White  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: DD806608

My Commission Expires: Sept 23, 2012



**EXHIBIT "A"**

A parcel of land lying in Section 4, Township 8 South, Range 29 East, St. Johns County, Florida being described as follows:

Commence at the Southwest corner of Section 4, Township 8 South, Range 29 East, St. Johns County, Florida; thence on the West line of said Section 4, N 00°36'00" E, a distance of 203.56 feet to the Point of Beginning; thence continue on said West line, N 00°36'00" E, a distance of 365.48 feet to a point on the Southeasterly Right of Way line of Florida East Coast Railway (a 100' right of way); thence departing said West line and on the Southeasterly Right of Way line of said Florida East Coast Railway, N 29°09'34" E, a distance of 1011.20 feet; thence departing said Southeasterly Right of Way line, N 89°49'38" E, a distance of 524.75 feet to the Northwest corner of those lands described in Official Records Book 881, Page 852 of the Public Records of St. Johns County, Florida; thence on the West line of said lands described in Official Records Book 881, Page 852, S 00°31'48" E, a distance of 1219.82 feet; thence departing said lands described in Official Records Book 881, Page 852, S 88°19'04" W, a distance of 1033.01 feet to the Point of Beginning.

TOGETHER with a 60' easement for ingress, egress, utilities and drainage as described in Official Records Book 881, Page 855, St. Johns County, Florida.

OGT / State Road 207 Rail Trail - Mussallem Trailhead  
Anthony Mussallem and Madelyn Mussallem  
Last revised: 10.29.09

ESM  
By RB Date 10.29.09

Sheet 1 of 1