


## MEMORANDUM

**TO:** CFX Board Members

**FROM:**  Joseph L. Passiatore, General Counsel

**DATE:** June 22, 2017

**SUBJECT:** Florida Department of Environmental Protection's ("DEP") Request to Terminate Lease on Neighborhood Lakes Property

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### REQUESTED ACTION:

Approval of Amendment No. 2 and Partial Termination and Release of Lease Agreement Neighborhood Lakes Property Orange and Lake Counties, Florida.

### BACKGROUND:

The Division of Recreation and Parks for the Florida Department of Environmental Protection has requested CFX's approval of the above referenced Amendment No. 2 terminating the Lease Agreement.

In 2007, pursuant to the provisions of the Wekiva Parkway and Protection Act, Chapter 369, Part III, Florida Statutes (the "Wekiva Parkway Act"), the Authority, the Board of Trustees of the Internal Improvement Trust Fund, the St. Johns River Water Management District, Orange County and Lake County purchased the Neighborhood Lakes property consisting of approximately 1,585 acres of land located in north Orange and Lake County in the Wekiva River Study Area for right of way for development of the Wekiva Parkway and for conservation lands.

Parcel 4 of the property consisted of 522 acres and was placed in sole ownership of the Authority. Because the exact alignment of the Parkway was unknown to the parties at the time of purchase, the decision was made to lease the property to the State DEP and Division of Recreation and Parks until such time as the alignment was finalized and work was begun, see attached Lease Agreement dated March 13, 2009. Amendment No. 1 previously terminated the Lease as to the conservation lands which were deeded to the Trustees in 2009 when the alignment was sufficiently set.

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The remaining 158.4 acres remained in Authority ownership until 2014 when the property was conveyed to the Florida Department of Transportation ("FDOT") for Eighteen Million Two Hundred Thousand One Hundred and Eight Dollars and Nineteen Cents (\$18,200,108.19). FDOT has now completed construction of those sections of the Parkway which utilize the Neighborhood Lakes property.

**RECOMMENDATION:**

The Authority's involvement as acquisition agent and part owner of the Neighborhood Lakes property has come to a close. Our office recommends approval of Amendment No. 2 terminating the lease on Parcel 4 of the Neighborhood Lakes property.

JLP/ml

Attachment: Original March 13, 2009 Lease  
Amendment No. 1  
Proposed Amendment No. 2

AMENDMENT NUMBER TWO AND  
PARTIAL TERMINATION AND RELEASE OF LEASE AGREEMENT  
NEIGHBORHOOD LAKES PROPERTY  
ORANGE AND LAKE COUNTIES, FLORIDA

THIS AMENDMENT NUMBER TWO AND PARTIAL TERMINATION AND RELEASE OF LEASE AGREEMENT ("Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is P.O. Box 1429, Palatka, Florida, 32178-1429 ("the District"), ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is 201 S Rosalind Ave., 5th Floor, Orlando, FL 32801 ("Orange County"), the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), as successor in interest to the Orlando-Orange County Expressway Authority, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, a public body of the State of Florida, whose mailing address is 3900 Commonwealth Blvd., Mail Station 525, Tallahassee, Florida, 32399-3000 ("DRP") (collectively the "Parties").

WITNESSETH

WHEREAS, the Parties entered into a lease agreement ("Agreement") dated March 13, 2009, providing various rights and responsibilities for the Parties in relation to various parcels of land known collectively as the Neighborhood Lakes Property.

WHEREAS, in the Agreement lands owned by the Orlando-Orange County Expressway Authority ("OOCEA" n/k/a CFX) located in Orange and Lake Counties and identified in the Agreement as Parcel 4 were leased to DRP.

WHEREAS, the Agreement provided that DRP's leasehold interest in a portion of Parcel 4 that would not be needed for the right-of-way of Wekiva Parkway would terminate upon conveyance of that portion of Parcel 4 to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

WHEREAS, on March 25, 2009, the above-referenced conveyance took place and the Agreement was amended to release that portion of Parcel 4 from the Agreement.

WHEREAS, the Agreement further provided that DRP's leasehold interest in the remaining portion of Parcel 4 that would be needed for the right-of-way of Wekiva Parkway would terminate upon commencement of construction of Wekiva Parkway.

WHEREAS, the Agreement further provided that upon commencement of construction of Wekiva Parkway the Agreement would be amended to reflect that OOCEA was no longer a party to the Agreement and that DRP no longer retained any leasehold interest in the remaining portion of Parcel 4.

WHEREAS, construction on the Wekiva Parkway has begun.

WHEREAS, CFX is the successor-in-interest to the OOCEA and has assumed all of OOCEA's rights and liabilities under any contracts executed by OOCEA.

NOW THEREFORE, the Parties hereby agree as follows:

1. DRP's leasehold interest in the property described in Exhibit "A" is terminated and the property described in Exhibit "A" is hereby released from the Agreement.
2. CFX is no longer a party to the Agreement and is no longer bound by its terms and conditions.
3. Except as modified, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

[Remainder of page is intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the day and year first above written.

Witnesses:

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Ann B. Shortelle, Ph.D., Executive Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Ann B. Shortelle, Ph.D., as Executive Director of the St. Johns River Water Management District, on behalf of the water management district. She is personally known to me.

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

\_\_\_\_\_  
Printed/Typed/Stamped Name

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Witnesses:

CENTRAL FLORIDA EXPRESSWAY  
AUTHORITY, successor in interest to  
Orlando-Orange County Expressway Authority

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Laura Kelley, Executive Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

FOR RELIANCE BY CENTRAL FLORIDA  
EXPRESSWAY AUTHORITY ONLY,  
APPROVED AS TO FORM BY:

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2017, by Laura Kelley, as Executive Director of the Central Florida Expressway  
Authority, on behalf of the expressway authority. She is personally known to me.

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

\_\_\_\_\_  
Printed/Typed/Stamped Name

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

ORANGE COUNTY, FLORIDA, a charter  
county and political subdivision of the State of  
Florida  
By its Board of County Commissioners

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Teresa Jacobs, Mayor

\_\_\_\_\_  
Printed Name

ATTEST: Martha O. Haynie  
Orange County Comptroller  
as Clerk to the Board of County Commissioners

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2017, by Teresa Jacobs, Mayor of Orange County, Florida, a political subdivision of the  
State of Florida, on behalf of the Orange County Board of County Commissioners. She  
is personally known to me.

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

\_\_\_\_\_  
Printed/Typed/Stamped Name

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Witnesses:

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION,  
DIVISION OF RECREATION AND PARKS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Steven A. Cutshaw  
Environmental Administrator  
Office of Park Planning

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Steven Cutshaw, Environmental Administrator, Office of Park Planning, on behalf of the Division of Recreation and Parks, State of Florida Department of Environmental Protection. He is personally known to me.

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

\_\_\_\_\_  
Printed/Typed/Stamped Name

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

## Exhibit "A"

### WEKIVA PARKWAY/OCEA RIGHT OF WAY

A portion of that certain parcel of land described in Official Records Book 9147, Page 1851, Public Records of Orange County, Florida, being portions of Sections 27, 28, and 33, Township 19 South, Range 28 East, Lake County, Florida, and Sections 4 and 5, Township 20 South, Range 28 East, Orange County, Florida, and a portion of Lot 19, J. B. BABCOCK'S SUBDIVISION as recorded in Plat Book B, Page 27 of said Public Records, being more particularly described as follows:

Commence at a 4" by 4" concrete monument stamped "ORANGE COUNTY" 4, 5, 32, 33 at the Southwest corner of Section 33, Township 19 South, Range 28 East; thence N.89°57 59 E. along the South line of the Southwest 1/4 of said Section 33 for 1888.47 feet to the POINT OF BEGINNING; thence N.17°53 21 E. for 3869.49 feet; thence N.17°30 00 E. for 1890.00 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 9600.00 feet, through a central angle of 21°00 00 , for 3518.58 feet to the point of tangency; thence N.38°30 00 E. for 288.67 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 227.85 feet, through a central angle of 89°26 12 , for 355.67 feet to the point of compound curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 1750.00 feet, through a central angle of 39°00 00 , for 1191.19 feet to the point of tangency; thence N.89°56 05 W. for 311.74 feet to the East line of that certain parcel conveyed to the Florida Society for Crippled Children and Adults, Inc.; thence N.00°10 13 E. along said East line, for 131.00 feet to the South right-of-way line of State Road 46; thence S.89°56 05 E. along said South right-of-way line for 3183.07 feet to a point on that certain line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line S.00°07 08 W. for 350.11 feet to a point on non-tangent curve concave Southeasterly; Thence Southwesterly along the arc of said curve, having a radius of 4436.00 feet and a chord bearing of S.50°14 29 W., through a central angle of 07°54 11 , for 611.87 feet to the point of tangency; thence S.46°17 24 W. for 69.64 feet to a point on aforementioned line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line N.88°51 10 W. for 20.43 feet; thence along said line S.00°05 59 W. for 19.96 feet; thence departing said line S.46°17 24 W. for 253.77 feet; thence S.53°00 35 W. for 913.85 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 4460.00 feet, through a central angle of 11°18 45 , for 880.58 feet; thence S.48°18 46 E. for 350.00 feet to a point on a non-tangent curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 6330.51 feet and a chord bearing of S.37°36 12 W., through a central angle of 06°51 39 , for 758.03 feet to a point on a non-tangent curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 6345.49 feet and a chord bearing of S.26°09 15 W., through a central angle of 07°18 21 , for 809.10 feet; thence N.67°29 55 W. for 350.00 feet to a point on a non-tangent curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 6695.49 feet and a chord bearing of S.20°11 43 W., through a central angle of 04°36 44 , for 538.99 feet to the point of tangency; thence

Wekiva-Ocala Greenway  
Wekiva Parkway/OCEA Right of Way  
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BSM APPROVED  
BY SK  
DATE 3.06.09

S.17°53 21 W., for 897.86 feet; thence S.72°06 39 E., for 20.00 feet; thence S.17°53 21 W., for 869.96 feet; thence S.72°06 39 E., for 500.00 feet; thence S.17°53 21 W., for 1200.00 feet; thence N.72°06 39 W., for 500.00 feet; thence S.17°53 21 W., for 350.00 feet; thence N.72°06 39 W., for 50.00 feet; thence S.17°53 21 W., for 860.00 feet; thence S.72°06 39 E., for 680.00 feet; thence S.17°53 21 W., for 550.00 feet; thence N.72°06 39 W., for 650.00 feet; thence S.17°53 21 W., for 2257.95 feet to the point of curvature of a curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 3999.72 feet, through a central angle of 41°19 58 , for 2885.37 feet to a point on the Easterly right-of-way line of County Road No. 435 (formerly known as State Road 435), said point also being on a non-tangent curve concave Westerly; thence Northerly along said line and along arc of said curve, having a radius of 1499.16 feet and a chord bearing of N.15°47 57 W., through a central angle of 14°53 20 , for 389.57 feet to the point of tangency; thence N.23°14 37 W. along said line for 338.13 feet; thence N.22°54 25 W. along said line for 328.34 feet to a point on a non-tangent curve concave Northwesterly; thence departing said Easterly right-of-way line Northeasterly along the arc of said curve, having a radius of 3669.72 feet and a chord bearing of N.42°58 12 E., through a central angle of 50°09 42 , for 3212.79 feet to the point of tangency; thence N.17°53 21 E. for 15.33 feet to the POINT OF BEGINNING.

5.27.09

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

LEASE AGREEMENT

FEB 03 2009 NP/SS NEIGHBORHOOD LAKES PROPERTY  
ORANGE AND LAKE COUNTIES, FLORIDA

THIS LEASE AGREEMENT ("Agreement") is made this 13<sup>th</sup> day of March, 2009, by and between the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373 of the Florida Statutes, whose mailing address is P.O. Box 1429, Palatka, Florida 32178-1429 ("the District"), ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("Orange County"), ORLANDO - ORANGE COUNTY EXPRESSWAY AUTHORITY ("OOCEA"), whose address is P.O. Box 140396, Orlando, Florida 32814, hereinafter collectively referred to as "Lessors" or "Lessor," and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, a public body of the State of Florida, whose mailing address is Marjory Stoneman Douglas Building, 3900 Commonwealth Boulevard, Mail Station 525, Tallahassee, Florida 32399-3000 ("Lessee").

WITNESSETH:

WHEREAS, Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TIITF"), OOCEA, the District, Lake County, and Orange County have acquired certain lands located in Orange and Lake Counties, Florida, known as the Neighborhood Lakes Property, as depicted on Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, the Neighborhood Lakes Property contains a total of approximately 1,584.2 acres and is divided into seven parcels proportionate in acreage to the contribution paid by each Lessor ("Parcel 1", "Parcel 2", "Parcel 3", "Parcel 4", "Parcel 5", "Parcel 6", and "Parcel 7").

WHEREAS, Parcel 5 and Parcel 6 and Parcel 7 will be managed by Lessee in a separate lease with TIITF as part of Wekiwa Springs State Park and Parcel 3 will be managed by Lake County under a separate agreement between the District and Lake County; and

WHEREAS, Parcel 4 is currently 522.067 acres and is located in Lake and Orange Counties south of State Road 46 and west of Wekiwa Springs State Park, as depicted on Exhibit "B", attached hereto and by this reference made a part hereof. It is 100% owned by OOCEA. The boundary of Parcel 4 is subject to change. The right-of-way for the Wekiwa Parkway (the "Parkway"), being approximately 158.4 acres, will be removed from Parcel 4, leaving a remainder parcel of approximately 363.6 acres, which will be conveyed by OOCEA to TIITF in accordance with the Option Agreement for Sale and Purchase of the Property entered into by the parties on December 7, 2006 (the "Option Agreement"), a copy of which is attached hereto as Exhibit "C", and by this reference made a part hereof. OOCEA's participation in this Agreement will become null and void upon commencement of construction of the Parkway, as provided in Paragraph 4.g. below.

WHEREAS, Parcel 1 is approximately 82.72 acres and Parcel 2 is approximately 233.05;

together they form a 315.77-acre property located in Orange County east of County Road 435 and south of the Orange County line, as depicted on Exhibit "B", which is co-owned by the District (an undivided 38% interest) and Orange County (an undivided 62% interest); and

WHEREAS, Parcel 1, Parcel 2 and Parcel 4 are hereinafter referred to as the "Property" or the "Leased Premises"; and

WHEREAS, the Neighborhood Lakes Property was purchased for right-of-way for the Parkway and for the purpose of protecting natural and cultural resources, as well as the surface water and ground water resources of Lake, Orange, and Seminole Counties, including recharge within the springshed that provides for the Wekiva River system, consistent with section 369.317, Florida Statutes; and

WHEREAS, the parties recognize that, in addition to transportation needs and water resource protection purposes, the Property has potential for public outdoor parks recreation that is compatible with protection and conservation of resources if properly managed; and

WHEREAS, Lessors desire that the Lessee manage the Property as part of the state park system for recreation and conservation, consistent with sections 258.001-258.157, 373.1391 and 373.1401, Florida Statutes, as amended; and

WHEREAS, Lessee desires to manage the Property consistent with the purpose for which the Property was acquired and based on sound ecological principles; and

WHEREAS, Lessee and Lessors recognize the value of close cooperation and mutual support in providing for public use and enjoyment of the Property; and

WHEREAS, the Lessors have determined that this Lease is in the public interest.

NOW, THEREFORE, in consideration of the aforesaid premises, Lessee and Lessors hereby agree as follows:

1. Lessors hereby lease the Property to Lessee for the purposes stated herein, subject to the rights reserved herein. During the term of this Agreement, Lessee shall act as the lead management entity for the Property to provide for the conservation, protection, management, and enhancement of natural and cultural resources on the Property and for public recreation within the Property, along with the other uses provided for herein, all as provided in the Land Management Plan, which shall be developed by all parties hereto as provided in paragraphs 8 and 9, below (the "Plan"). Throughout the term of this Agreement, Lessee shall manage the Property as part of the state park system for recreation and conservation, subject to the conditions provided herein. Lessee shall not be responsible for clearing any title defect and cleaning up any environmental contamination related to any of the Lessor's respective parcels that occurred prior to execution of this Agreement or is directly caused by any of Lessor's activities on the Property after the execution of this Agreement. Nothing herein shall be deemed to impose any cost, liability or expense on any party unless specifically agreed to in writing

in advance by such party, or except as provided herein. Lessee shall be responsible for the day-to-day cost of operation and maintenance of the Property, including, but not limited to, mowing, trash pick up, security, public access management, prescribed burning, fencing and recreation, except as provided in Paragraphs 4 and 5 below. The parties shall work in good faith in an effort to find funding opportunities for restoration projects and capital projects on the Property as identified in the Plan. Restoration projects include replanting or other projects not specific to day-to-day operation and maintenance.

2. The effective date of this Agreement shall mean the date when the last of the parties has executed this Agreement, which date shall be inserted at the top of the first page hereof (the "Effective Date"). Unless earlier terminated as provided herein, the term of this Agreement is for a period of ten (10) years, commencing on the Effective Date. This Agreement shall thereafter be automatically renewed in twenty (20) year increments, unless terminated as provided herein.
3. If additional parcels that adjoin the boundaries of the Property are acquired by any of the parties, each such additional parcel may be incorporated within the Leased Premises upon approval in writing by the parties.
4. Regarding Parcel 4: The OOCEA parcel (Parcel 4) will be managed by Lessee under certain terms as stated below:
  - a. Lessee shall manage and maintain this parcel mainly by picking up trash, mowing and providing security until the date specified in writing by OOCEA for construction to begin on the Parkway.
  - b. OOCEA shall provide all parties with a legal description and sketch of legal description prepared by a Florida licensed surveyor describing and depicting the right-of-way of the planned Parkway promptly after same is obtained by OOCEA.
  - c. In accordance with Paragraph 9 of the Option Agreement, OOCEA shall deliver the deed(s) to any portion of Parcel 4 lying outside the right-of-way of the Parkway to TIITF.
  - d. OOCEA shall provide for interchange access to and from the Parkway and across Parcel 4 under the Parkway for management purposes in the manner as set forth in Paragraph 1(b) of the Option Agreement and in accordance with the planning and design for the Parkway.
  - e. Lessee shall not disturb Parcel 4 nor place any improvements thereon and shall not plant any vegetation or relocate gopher tortoises onto Parcel 4.
  - f. After the Parkway right-of-way lines are established by OOCEA, then OOCEA shall be responsible for fencing at the right-of-way lines of the Parkway on or prior to construction.
  - g. OOCEA's participation in this Agreement will become null and void upon the date of commencement of construction, as specified in written notice from OOCEA to Lessee, on which date Lessee's leasehold interest in the Parkway

portion of Parcel 4 shall automatically terminate. This Agreement will be amended to evidence removal of OOCEA from this Agreement and the termination of Lessee's leasehold estate in the Parkway portion of Parcel 4.

5. Orange County and/or the District, with prior consultation and consent of all parties, may at any time commence management or ecological restoration activities on Parcels 1 and/or 2 prior to approval of the Plan, to the extent such activities relate to gopher tortoise management or generally to ecological restoration work. Lessee expressly provides Orange County with right of entry for these activities, which may include, without limitation, investigating, preparing and managing appropriate areas as gopher tortoise recipient sites, as well as ecological restoration work. Lessee shall, at all times, provide to Orange County and the District access to Parcel 1 and Parcel 2 from other portions of the Neighborhood Lakes Property.
6. Prior to the approval of the Plan as provided herein, Lessee shall have approval from all parties to enter and utilize the Property, conduct biological inventory on the Property, monitor the Property, conduct prescribed burning, install boundary fencing, post the boundary, install signage, and enter into cattle leases, subject to the terms and conditions referenced in paragraph 11, herein.
7. Within two (2) years of the Effective Date, Lessee shall develop a final draft Plan for the Property and provide to all Lessors. Each Lessor shall have sixty (60) days from the date of receipt of the final draft Plan to review the Plan and provide written comments to Lessee as to the parcel(s) owned by that Lessor. Each Lessor shall have forty five (45) days from the date the parties resolve all issues raised by written comment to approve the Plan as to parcel(s) owned by that Lessor. The final Plan shall be subject to the approval of all parties.
8. The Plan shall:
  - a. Include strategies for forest, ecological and fire management, long-term management, public recreational uses, cultural resources management, access and use of existing roads, and establishment of environmental education programs.
  - b. Include a maintenance/control plan for invasive/exotic species that specifically addresses tropical soda apple control in areas licensed for cattle.
  - c. Include development of a north-south trail system to link to the existing Orange County trail systems.
  - d. Subject to Paragraph 4.e., above, include habitat restoration for the enhancement of gopher tortoise habitat in an attempt to increase the gopher tortoise population, if deemed appropriate, as identified by studies conducted by Orange County. The parties anticipate that all matters relative to gopher tortoise relocation, including distribution of revenues, will be dealt with under a separate agreement among the

parties hereto expected to be executed prior to initiation of gopher tortoise relocation.

- e. Provide for the cooperation of Lessee and Lessors to incorporate legal and physical access under the Parkway in order to aid in land management activities, wildlife corridors, and public recreation; provided that the ultimate location and configuration of such access shall be at OOCEA's sole discretion. Except for such access points agreed to by OOCEA, the Parkway shall be a limited-access roadway and the Property shall have no access to or from the Parkway.
  - f. Be amended at any time by written consent of Lessee and each party whose property interest is affected by such amendment.
9. Any use or development of the Property shall be subject to the following minimum conditions and guidelines:
- a. The function and condition of the Property with respect to the management of water and other natural resources, water supply, and the conservation and protection of water resources shall be maintained in its present condition or enhanced.
  - b. The Property shall be managed for compatible uses, including fire management, and public resource-based educational and recreational purposes (i.e., dependent on existing elements of the natural environment), which may include hiking, wildlife viewing, picnicking, nature study, jogging, equestrian activities and other related resource-based outdoor recreation activities as set forth in the Plan. Except for the access corridors specified in Paragraph 4.d, above, the Plan shall minimize, to the extent possible, use of Parcel 4 for recreational purposes. Except for the access corridors specified in Paragraph 4.d above, no such use shall be deemed to create any easement or perpetual rights in the public to access or utilize Parcel 4. Hunting shall not be allowed or permitted on any portion of the Property, except for the removal of feral hogs by special use authorization or license or by the United States Department of Agriculture.
  - c. Educational and recreational activities planned or conducted on the Property shall be resource-based and the development of recreational facilities shall be restricted to those stated in this Agreement and set forth in the Plan.
  - d. The District may engage in construction or other activities necessary for water management purposes on the Property owned by the District if such activities are expressly provided for in the Plan or otherwise consistent with the Plan. If not provided for in the Plan, the District shall consult with Lessee and the affected joint owner before engaging in any such activity.
  - e. Lessee may harvest wiregrass seed and seed of other species from the Property. The Lessor(s) and other public agencies may harvest wiregrass seed and seed of

other species from their ownership interest in the Property with forty five (45) days prior written notice to Lessee.

- f. All educational and recreational uses and other activities on Parcels 1 and 2 shall be consistent with the water management purposes of the District as provided in Chapter 373, Florida Statutes, to manage the water resources.
  - g. There shall be no facilities on the Property, except those on Parcel 4 deemed by OCEA to be necessary for the planning, design, construction and operation of the Parkway and those directly related to operation and maintenance of the Property for conservation, public recreation, and environmental education purposes as set forth in the Plan, or as constructed by the District for water management purposes, as set forth in the Plan. The Lessee shall grant the Lessors uninhibited access at all times for maintenance and use purposes to facilities currently owned by the Lessors and those which are hereafter constructed or installed upon the Property.
  - h. The use of the Property shall be subject to all covenants and restrictions contained in the vesting deeds for the Property, including those prohibiting the excavation of any dirt on the Property for commercial purposes; provided, however, that the foregoing restriction shall not prohibit the excavation and movement of dirt from Parcel 1 that is required solely for the limited use of the construction of the segment of the Parkway to be built on the Property; nor the limited excavation that may be needed by the state for roads, structures and other incidental uses connected with management of the Property owned by TIITF. Dirt excavated from the Property shall not be made available for any other use by any person or entity, including, but not limited to, the State of Florida or any governmental or quasi-governmental agency, for any purpose, including, but not limited to, other segments of the Parkway, and that specifically no sale of excavated material from the Property shall be allowed.
  - i. Notwithstanding anything contained in this Agreement, the Plan shall provide that no use of the Property shall prohibit or interfere with the use of Parcel 4 for the planning, design, pre-construction, construction or operation of the Parkway and that the planning, design, pre-construction and operation of the Parkway on Parcel 4 shall not be deemed to interfere with or prohibit any other use contemplated under the Plan.
10. Upon request, Lessors shall assist Lessee with fire management on each of Lessor's parcel(s) to the extent each Lessor has the capability to provide such assistance. Nothing herein shall be deemed to render any Lessor liable for any such fire management activities, nor for any costs or liabilities arising from any fire or any fire management or firefighting activities on the Property unless specifically agreed to in writing in advance.
11. Lessee is authorized to sublease or license the Property for cattle grazing, subject to the limitations set forth herein. Lessee shall ensure that any sublease or license of the

Property for cattle grazing shall provide that it is subordinate to the terms of this Agreement, and that in the event this Agreement is terminated for any reason, said sublease or license shall simultaneously terminate at the option of any owner of a parcel for which this Agreement is terminated. Lessee shall ensure that any sublease or license provides that: (1) the sublessee or licensee ("User") is responsible for payment of any and all taxes that are assessed against the Property as a result of the sublease or license; (2) the User shall maintain general liability insurance coverage in an amount and with an insurer reasonably acceptable to Lessor; (3) the User shall name Lessor as an additional insured; (4) such coverage shall not be cancelled without 30 days advance notice to Lessor; and (5) that User shall indemnify Lessor for any and all claims, suits, fines, expenses, fees, and damages that arise from the User's or User's invitees, guests, agents, employees use of or presence on the Property, and that such indemnification shall survive the term of the sublease or license. Lessee shall adhere to the substantive requirements of Lessee for authorizations and shall establish the procedural aspects for such authorizations to ensure a public bidding process for subleases and licenses. Not less than forty-five (45) days prior to Lessee advertising the Property or any portion thereof for sublease or license, Lessee shall notify Lessor(s) of the parcel of its intention to sublease or license the Property, describing the area to be subleased or licensed, and provide the form of sublease or license to be executed. Lessor(s) of the affected parcel(s) shall have 30 days from receipt of notification and document form from Lessee to object to the sublease or license. Each sublease or license is subject to the approval of the owner(s) of the affected parcel(s). However, in the event Lessor(s) fail to object within 30 days, the sublease or license shall be deemed approved. Responsibilities of the Lessee for cattle subleases or licenses include the following:

- a. Advertise, interview and select a User for the Property according to Lessee's cattle leasing process and procedures.
- b. Monitor the ongoing cattle grazing operation for compliance with the terms of the sublease or license.
- c. Maintain an inspection schedule for the identification of tropical soda apple.
- d. Coordinate with the User on the proper procedures for the quarantine of cattle for tropical soda apple control.
- e. Ensure implementation of best management practices for the cattle operation by the User.
- f. Monitor cattle stocking rates and grazing impacts to the natural communities, range and improved pastures.
- g. If this Agreement is terminated by any of the parties, the cattle lease on the affected parcel will be terminated, at the option of the affected parties, on the Effective Date this Agreement is terminated.

- h. Any lease of Parcel 4 shall provide that such lease shall be terminable upon thirty (30) days' written notice and not later than five (5) days prior to the date specified by OOCEA for commencement of construction of the Parkway pursuant to paragraph 4 hereinabove.
- 12. Lessee shall use its best efforts to utilize the revenues generated on the Property by Lessee through compatible ecological management, including, but not limited to, cattle leasing and the sale of timber, for the benefit of the Property to implement approved activities on the Property to the extent allowable under existing laws and policies, including section 258.014, Florida Statutes, and consistent with the Plan. Within 90 days after the conclusion of Lessee's fiscal year, or by September 30, Lessee shall provide Lessors with an annual account of the revenues generated specifically from the Property, including, but not limited to, cattle leasing and the sale of timber, and the expenditures on the Property for the previous year. At least forty five (45) days prior to the beginning of Lessee's fiscal year, or by May 15, Lessee shall identify annually the locations of timber to be harvested on the Property for Lessee's upcoming fiscal year. All timber harvest areas shall be in accordance with the Plan and subject to the prior written approval by the Lessors of the affected parcels. Lessee shall provide written notification to the Lessor(s) of the affected parcel(s) of its intention to sell such timber not less than forty five (45) days prior to advertising the timber sale, including the form of the sale documents to be executed. Lessor(s) of the affected parcel(s) shall have thirty (30) days from receipt of the notification and sale documents from Lessee to object to the proposed sale. Failure to object within said time period shall be deemed approval. In the event of objection by the affected Lessor(s), the sale in the proposed area shall not occur.
- 13. Any structures, improvements and facilities constructed or placed upon the Property by Lessee shall be at the sole cost and liability of Lessee, and shall be identified in the Plan. Lessee shall not be liable for damage to structures, improvements and facilities constructed by Lessors, unless caused by Lessee, its officers, employees, agents, guests, invitees, contractors or their subcontractors or anyone for whom they are responsible, or unless attributable to Lessee's failure to properly maintain the Property.
- 14. Resolution of any boundary discrepancy or dispute with respect to the Property is the responsibility of Lessor(s) of that parcel.
- 15. Nothing contained herein or in the Plan shall be construed as a waiver of or contract with respect to the regulatory or permitting authority of any of Lessors as it now or hereafter exists under applicable laws, rules and regulations. The party responsible for initiating a project on the Property shall be responsible for obtaining, at its expense, any and all permits that may be required by any federal, state, regional, municipal, or other governmental entity, including Lessors.
- 16. Each party shall pay all lawful debts incurred by that party with respect to the Property and shall satisfy all lawful and properly established liens of contractors, subcontractors, mechanics, laborers, and materialmen with respect to any construction, alteration, repair, or improvements in or on the Property authorized by such party, its agents or employees. Each party shall be responsible for its own legal costs and charges, including reasonable

attorney's fees, including those on appeal, in any suit involving any claim, lien, judgment or encumbrance suffered by that party as a result of the use or occupancy of the Property or any part thereof by such party, its agents or employees. Lessee shall assume all risks and liability associated with the construction, maintenance and use of the Leased Premises. Nothing in this Agreement shall be construed as an indemnity prohibited by, or a waiver of sovereign immunity enjoyed by Lessee or Lessors beyond that provided in section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. Except as may be limited by the provisions of sections 375.251 and 373.1395, Florida Statutes, Lessors shall be responsible for any and all claims for personal injury or property damage only to the extent same directly arise from Lessors' negligent use of the Property. Lessors and Lessee agree that nothing contained herein shall be construed or interpreted as a waiver of limitations of liability provided in sections 375.251 and 373.1395, Florida Statutes.

17. No party shall use or permit the Property to be used in violation of any present or future law, ordinance, rule or regulation of any governmental authority at any time relating to sanitation or the public health, safety or welfare.
18. Execution of this Agreement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes, regarding archaeological and historical sites. The collection of artifacts or the disturbance of archaeological and historical 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.
19. In the event Orange County seeks to amend its comprehensive plan to assign any portion of the Property a future land use classification of either conservation or other appropriate classification and/or rezone any portion of the Property to a corresponding classification, the County shall notify the other parties not less than 30 days prior to the first reading of any such proposed action and the parties shall consult in good faith if there is any disagreement or concern as to the proposed action. Nothing in this Agreement shall be construed as a limitation on the right of the parties to pursue their legal remedies as landowner and lessee to object to and oppose any such action. Nor shall this Agreement be construed as any limitation on Orange County's ability to exercise its governmental authority regarding land use planning and zoning.
20. Lessee may enter into agreements with third parties to develop and implement the Plan or to subcontract day-to-day management responsibilities upon the Property to private consultants or contractors, environmental, educational or governmental organizations and agencies consistent with the Plan; provided however, that any such third party agreements shall be subject to the prior written approval of the Lessor(s) of the affected parcel(s), which shall not be unreasonably withheld, and such third parties shall agree to comply with the terms and conditions of this Agreement. Any such agreements necessary for routine maintenance or previously agreed upon minor improvement of the Property shall not require Lessors' written approval. All concessionaires, organizations and agencies shall be required to obtain from an insurance company licensed in the State of Florida and acceptable to Lessors of the affected parcel(s), liability or indemnity

insurance providing for mutually acceptable minimum limits per person in any one claim, and aggregate limits for any number of persons or claims arising from any one incident and with respect to bodily injuries or death resulting from, and for damage to property suffered or alleged to have been suffered by any person or persons resulting from operations under any agreement between either party and its concessionaires or organizations. Lessee shall ensure that Lessors shall be named as additional insureds for any such policies.

21. The parties and any other governmental entities involved in management-related activities on the Property shall, throughout the term of this Agreement, maintain in force a program of insurance or self-insurance covering their liabilities as prescribed by section 768.28, Florida Statutes. The District's liability may be further limited by recreational use immunity set forth in section 373.1395, Florida Statutes, and nothing in this Agreement shall be construed as a limitation upon the District's right to assert such immunity. It is the intention of the District and Lessee that in the event Lessee seeks to charge a fee for the use of the Property, the District shall be entitled to recreational use immunity pursuant to section 373.1395(3), Florida Statutes. In such event, Lessee, as a state agency, may assert any immunity it may have as to public recreational use of state lands under Florida law. Nothing herein shall be deemed a waiver by OOCEA of the provisions of section 348.0008, Florida Statutes, or section 348.759, Florida Statutes.
22. During the term of this Agreement, Lessee, to the extent allowed by law, shall pay all taxes (including, but not limited to, intangible personal property taxes and ad valorem taxes) that may be lawfully levied or assessed against the Property or Lessee's improvements and personal property. Lessors shall work in good faith in an effort to cancel taxes levied or assessed against the Property or Lessee's improvements and personal property. Lessee may, at its own expense and in its own name and behalf or in the name and behalf of another party, contest any such taxes. Lessors shall cooperate fully with Lessee in any such contest. Lessee shall cause any third party management agreements to include a provision passing on the responsibility for payment of such taxes to third-party lessees or users, in which event Lessee shall monitor the third-party lessee or user to ensure that such taxes have been paid.
23. Any party may terminate its participation in this Agreement as to one or more parcels with or without cause by giving ninety (90) days notice to the other parties in writing of its intent to do so. With regard to jointly owned parcels, any co-owner's termination of this Agreement shall simultaneously terminate this Agreement as to all owners of the jointly owned parcel, thereby resulting in withdrawal of the jointly owned parcel from this Agreement. If the joint owners agree upon termination, they shall thereupon work in good faith to obtain a mutually acceptable substitute manager for the jointly owned parcel, who will assume the role of Lessee with respect to the jointly owned parcel under a new lease that will be in accordance with the same terms and conditions contained in this Agreement. If the joint owners do not agree upon termination, the terminating joint owner shall assume the duties of Lessee and shall manage the jointly owned parcel in accordance with the same terms and conditions contained in this Agreement until the joint owners agree upon a substitute land manager to perform the functions of Lessee

hereunder, or until the time the term of this Agreement would otherwise have expired, whichever is sooner. In such event, the non-terminating joint owner shall not unreasonably withhold its consent to entering into a lease with the new land manager that is in accordance with the same terms and conditions contained in this Agreement. Termination by any party shall not affect the viability of this Agreement with respect to parcels where this Agreement has not been terminated and/or parties whose participation has not been terminated.

24. All notices, consents, approvals, waivers and elections under this Agreement shall be in writing and shall be deemed to have been given and received on the date of the mailing, delivery or transmission thereof when given by: (i) certified mail, postage prepaid, return receipt requested, or (ii) hand delivery to the named individuals below, or (iii) private parcel delivery services or (iv) facsimile transmission for which a receipt is provided to the notifying party. Notices shall be addressed as follows to the parties listed below or to such other address as any party hereto shall designate by like notice given to the other party:

District: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
P.O. BOX 1429  
PALATKA, FL 32178-1429  
ATTENTION: DIRECTOR  
DIVISION OF LAND MANAGEMENT  
Fax: (386) 329-4848

Orange County: ORANGE COUNTY  
REAL ESTATE MANAGEMENT DIVISION  
PO BOX 1393  
ORLANDO, FL 32802  
ATTENTION: MANAGER

and

ORANGE COUNTY  
ENVIRONMENTAL PROTECTION DIVISION  
PO BOX 1393  
ORLANDO, FL 32802  
ATTENTION: MANAGER

OOCEA: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY  
4974 TOWER ROAD  
ORLANDO, FL 32807  
MAILING ADDRESS:  
P.O. BOX 140396  
ORLANDO, FL 32814

Lessee: STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL  
PROTECTION  
DIVISION OF RECREATION AND PARKS  
OFFICE OF PARK PLANNING  
MARJORY STONEMAN DOUGLAS BUILDING  
3900 COMMONWEALTH BLVD., MAIL STATION 525  
TALLAHASSEE, FLORIDA 32399-3000  
ATTENTION: CHIEF

With copy to: WEKIWA SPRINGS STATE PARK  
1800 WEKIWA CIRCLE  
APOPKA, FL, FL 32712  
ATTENTION: PARK MANAGER

25. As to the property interests of the District, this Agreement is being entered into to promote interagency coordination in management of District lands and to gain increased management efficiency and protection for the natural resources and is being executed pursuant to District Policy 90-16 Cooperative Agreements. Nothing herein shall be construed to alter or diminish any local government's independent ownership regarding, and police power rights to regulate, the Property.
26. Any references herein to the parties include the named party, its officers, employees, successors and assigns.
27. This Agreement constitutes the entire agreement of the parties. There are no understandings dealing with the subject matter hereof other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the parties or their authorized representatives.
28. This Agreement shall be construed and interpreted according to the laws of the State of Florida. It shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties have contributed substantially and materially to the preparation hereof.
29. LESSEE'S AND LESSORS' AND THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON ANNUAL APPROPRIATION BY THE LEGISLATURE AND ALL APPLICABLE GOVERNING BOARDS AND COMMISSIONS.
30. OOCEA discloses and the parties acknowledge and agree that: (i) the design and location of the Parkway or any contemplated or proposed roadway systems or access scenarios are not guaranteed; (ii) funding has not been completed for the Parkway project; and (iii) the construction of the Parkway is subject to funding by an OOCEA bond issue or other applicable sources.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, on the date and year first above written.

Signed, sealed and delivered in our presence as witnesses:

Jessica J. Mullis  
Witness

Jessica J. Mullis  
Print/type Witness Name

Sharon G. Carlin  
Witness

SHARON G. CARLIN  
Print/type Witness Name

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: Kirby B. Green III  
KIRBY B. GREEN III, Executive Director

(SEAL)

ATTEST:

By W.H. Congdon  
William H. Congdon  
Deputy General Counsel, SJRWMD

APPROVED AS TO FORM AND CONTENT

Stanley J. Niego  
Stanley J. Niego  
Sr. Assistant General Counsel, SJRWMD

STATE OF FLORIDA  
PUTNAM COUNTY

BEFORE ME, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Kirby B. Green III, to me personally known and known to me to be the Executive Director of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, who being duly authorized, executed the foregoing document, and he acknowledged before me that he executed the same on behalf of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

WITNESS my hand and official seal this 30<sup>th</sup> day of June, 2008.



Sharon G. Carlin  
Notary Public SHARON G. CARLIN  
My Commission Expires: 10/29/08

ORANGE COUNTY, FLORIDA

By: Its Board of County Commissioners

By:

*Ajit Lalchandani*  
Ajit Lalchandani, County Administrator  
Richard T. Crotty, Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By:

*Kathleen Johnson*  
\*Deputy Clerk



*LEASE AGREEMENT*  
*NEIGHBORHOOD TAKES PROPERTY*  
*ADSP-E-01 02-03-09*  
\* Kathleen Johnson

ORLANDO - ORANGE COUNTY  
EXPRESSWAY AUTHORITY

Signed, sealed and delivered in  
our presence as witnesses:

Darleen Mazzillo  
Witness

By: [Signature]  
Mike Snyder, Executive Director

Darleen Mazzillo  
Print/type Witness Name

[Signature]  
Witness

Shen Gibson-Taylor  
Print/type Witness Name

ATTEST:

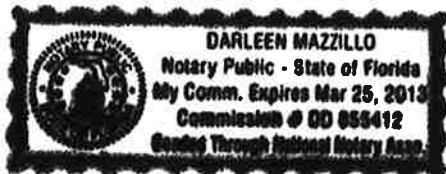
By: \_\_\_\_\_

FOR RELIANCE BY ORLANDO - ORANGE COUNTY  
EXPRESSWAY AUTHORITY ONLY,  
APPROVED AS TO FORM BY:

[Signature]  
Name Broad and Cassel

STATE OF FLORIDA  
ORANGE COUNTY

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February, 2009,  
by Mike Snyder as Executive Director of Orlando-Orange County Expressway Authority, on  
behalf of the expressway authority. He is personally known to me.



Darleen Mazzillo  
Notary Public, State of Florida  
Darleen Mazzillo  
Print/Type Notary Name  
Commission Number: DD 855412  
Commission Expires: 3/25/2013

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION,  
DIVISION OF RECREATION AND  
PARKS

Signed sealed and delivered  
in our presence as witnesses:

Debra Shafer  
Witness

Debra Shafer  
Print/Type Witness Name

Michael Wetzel  
Witness

Michael Wetzel  
Print/Type Witness Name

By: Albert G. Gregory (SEAL)  
Albert G. Gregory, Chief  
Office of Park Planning

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2008,  
by Albert Gregory as Chief, Office of Park Planning, on behalf of the Division of Recreation and  
Parks, Department of Environmental Protection. He is personally known to me.

Wileen Footman  
Notary Public, State of Florida

Print/Type Notary Name

NOTARY PUBLIC-STATE OF FLORIDA  
Wileen Footman  
Commission #DD789212  
Expires: MAY 15, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Approved as to Form and Legality

By: Samuel H. Hise  
DEP Attorney

**AMENDMENT No. 1 and PARTIAL TERMINATION AND  
RELEASE OF LEASE AGREEMENT  
NEIGHBORHOOD LAKES PROPERTY  
ORANGE AND LAKE COUNTIES, FLORIDA**

THIS AMENDMENT No. 1 and PARTIAL TERMINATION AND RELEASE OF LEASE AGREEMENT ("Agreement") is made this 25<sup>th</sup> day of March 2009, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), whose address is P.O. Box 140396, Orlando, Florida 32814, and the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, a public body of the State of Florida, whose mailing address is Marjory Stoneman Douglas Building, 3900 Commonwealth Boulevard, Mail Station 525, Tallahassee, Florida 32399-3000 ("DRP").

**RECITALS:**

Pursuant to that certain Option Agreement for Sale and Purchase of the Property dated December 7, 2006 (the "Option Agreement") by and among Barn, LLP, a Florida limited partnership, as Seller, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "Trustees"), the St. Johns River Water Management District (the "District"), and the Authority, collectively as Buyer, the Trustees, the Authority, the District, Orange County and Lake County acquired certain ownership interests in the Neighborhood Lakes Property. More particularly, the Authority acquired that portion of the Neighborhood Lakes Property described on Exhibit "A" attached hereto and incorporated herein (the "Authority Property"). Pursuant to that certain Agreement Regarding Conveyance of Neighborhood Lakes Remainder Property dated March 13, 2009, by and between the Trustees and the Authority, the Authority has agreed to convey to Trustees that certain portion of the property no longer anticipated to be needed for Wekiva Parkway right way as described on Exhibit "B" attached hereto and incorporated herein (the "Remainder Property").

The District, Orange County and the Authority, collectively as Lessors entered into that certain Lease Agreement of Neighborhood Lakes Property Orange and Lake Counties, Florida (the "Management Lease") with DRP, as Lessee, whereby Lessee agrees to manage the portion of the Neighborhood Lakes properties owned by the District, Orange County and the Authority. In conjunction with the aforementioned conveyance of the Remainder Property by the Authority to the Trustees, the Authority and DRP desire to amend and modify the Management Lease so as to terminate and release the Management Lease with respect to the Remainder Property and to maintain the Management Lease on the property being retained for Wekiva Parkway right of way as described on Exhibit "C" attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the aforesaid premises, Authority and DRP hereby agree as follows:

1. Authority and DRP hereby terminate and release the Management Lease with respect to the Remainder Property as more particularly described on Exhibit "B" attached hereto

and incorporated herein, and said Management Lease shall be null and void and of no further affect with respect to the Remainder Property.

2. The Management Lease shall remain in full force and effect as to that portion of the Authority Property being retained for Wekiva Parkway right of way as more particularly described on Exhibit "C" attached hereto and incorporated herein, which property shall be deemed to be Parcel 4 for purposes of the Management Lease and shall be subject to all terms and conditions applicable to Parcel 4 thereunder.

3. Except as expressly modified hereunder, the terms and conditions of the Management Lease shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, on the date and year first above written.

ORLANDO-ORANGE COUNTY  
EXPRESSWAY AUTHORITY

By: [Signature]  
Mike Snyder, Executive Director

FOR RELIANCE BY ORLANDO -  
ORANGE COUNTY EXPRESSWAY  
AUTHORITY ONLY,  
APPROVED AS TO FORM BY:

[Signature]  
Name Broad and Cosse

Signed, sealed and delivered in our  
presence as witnesses

[Signature]  
Witness  
L. Michelle Marlesch  
Print/type Witness Name

Witness

[Signature]  
Print/type Witness Name

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2009,  
by Mike Snyder as Executive Director of Orlando-Orange County Expressway Authority, on  
behalf of the expressway authority. He is personally known to me.



[Signature]  
Notary Public, State of Florida

Regla Mederos

Print/Type Notary Name

Commission Number: DD0731790

Commission Expires: 11/6/2011

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION,  
DIVISION OF RECREATION AND  
PARKS

Signed, sealed and delivered in our  
presence as witnesses:

Patricia Lowen  
Witness

By: Albert G. Gregory (SEAL)  
Albert G. Gregory, Chief  
Office of Park Planning.

Patricia Lowen  
Print/type Witness Name

WJF  
Witness

Wileen Footman  
Print/type Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2009,  
by Albert Gregory as Chief, Office of Park Planning, on behalf of the Division of Recreation and  
Parks, Department of Environmental Protection. He is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA  
Wileen Footman  
Commission #DD789212  
Expires: MAY 15, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

WJF  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Approved as to Form and Legality

By: William C. Robinson  
DEP Attorney

Exhibit "A"

PARCEL 4

A parcel of land being portions of Sections 27, 28, and 33, Township 19 South, Range 28 East, Lake County, Florida, and portions of Sections 4 and 5, Township 20 South, Range 28 East, Orange County, Florida, and a portion of Lot 19, J. B. BABCOCK'S SUBDIVISION as recorded in Plat Book "B", Page 27 of the Public Records of Orange County Florida, being more particularly described as follows:

COMMENCE at a 4" by 4" concrete monument stamped "ORANGE COUNTY 4, 5, 32, 33" at the Southwest corner of Section 33, Township 19 South, Range 28 East; thence N.89°57'59"E. along the South line of the Southwest 1/4 of said Section 33 for 1888.47 feet to the POINT OF BEGINNING; thence N.17°53'21"E. for 3869.49 feet; thence N.17°30'00"E. for 1890.00 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 9600.00 feet, through a central angle of 21°00'00", for 3518.58 feet to the point of tangency; thence N.38°30'00"E. for 288.67 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 227.85 feet, through a central angle of 89°26'12", for 355.67 feet to the point of compound curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 1750.00 feet, through a central angle of 39°00'00", for 1191.19 feet to the point of tangency; thence N.89°56'05"W. for 311.74 feet to the East line of that certain parcel conveyed to the Easter Seal Society for Crippled Children and Adults of Florida, Inc.; thence N.00°10'13"E. along said East line, for 131.00 feet to the South right-of-way line of State Road 46; thence S.89°56'05"E. along said South right-of-way line for 3183.07 feet to a point on that certain line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line S.00°07'08"W. for 799.65 feet to a 4"x4" concrete monument stamped "PRM LB4709"; thence along said line N.88°51'10"W. for 539.94 feet to a 4"x4" concrete monument stamped "PCP LB4709"; thence along said line S.00°05'59"W. for 720.23 feet to a 5/8" iron bar; thence along said line N.88°49'08"W. for 274.15 feet to a 4"x4" concrete monument stamped "PCP LB4709"; thence along said line S.00°06'18"W. for 20.17 feet; thence leaving said line, S.44°42'20"W. for 461.38 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 5355.00 feet and a chord bearing of S.34°43'33"W., through a central angle of 19°57'35", for 1865.48 feet; thence S.74°33'49"E. for 227.17 feet; thence S.19°57'02"W. for 817.93 feet; thence N.73°43'56"W. for 229.66 feet to a point on a non-tangent curve concave Easterly; thence Southerly along the arc of said curve, having a radius of 5531.00 feet and a chord bearing of S.11°17'48"W., through a central angle of 11°29'08", for 1108.75 feet to the point of tangency; thence S.05°33'14"W. for 4202.16 feet to the point of curvature of a curve concave Westerly; thence Southerly along the arc of said curve, having a radius of 4447.18 feet, through a central angle of 3°02'16", for

235.79 feet to a point on the South line of the Southeast 1/4 of Section 33, Township 19 South, Range 28 East; thence N.89°44'50"W. along said South line for 1032.67 feet to the West line of the East 2250 feet of Section 4, Township 20 South, Range 28 East; thence S.05°50'02"E. along said West line for 754.29 feet to the South line of the North 750 feet of said Section 4; thence S.89°44'50"E. along said South line for 775.34 feet to a point on a non-tangent curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 4447.18 feet and a chord bearing of S.51°08'00"W., through a central angle of 65°11'56", for 5060.60 feet to a point on the Easterly right-of-way line of County Road No. 435 (formerly known as State Road 435); thence along said Easterly right-of-way line N.02°42'11"W. for 337.32 feet to the point of curvature of a curve concave Westerly; thence Northerly along said line, along the arc of said curve, having a radius of 1499.16 feet, through a central angle of 20°32'26", for 537.45 feet to the point of tangency; thence N.23°14'37"W. along said line for 338.13 feet; thence N.22°54'25"W. along said Easterly right of way line for 328.34 feet to a point on a non-tangent curve concave Northwesterly; thence departing said Easterly right-of-way line Northeasterly along the arc of said curve, having a radius of 3669.72 feet and a chord bearing of N.42°58'12"E., through a central angle of 50°09'42", for 3212.79 feet to the point of tangency; thence N.17°53'21"E. for 15.33 feet to the POINT OF BEGINNING.

EXHIBIT "B"

PARCEL 4

A parcel of land being portions of Sections 27, 28, and 33, Township 19 South, Range 28 East, Lake County, Florida, and portions of Sections 4 and 5, Township 20 South, Range 28 East, Orange County, Florida, and a portion of Lot 19, J. B. BABCOCK'S SUBDIVISION as recorded in Plat Book "B"; Page 27 of the Public Records of Orange County Florida, being more particularly described as follows:

COMMENCE at a 4" by 4" concrete monument stamped "ORANGE COUNTY 4, 5, 32, 33" at the Southwest corner of Section 33, Township 19 South, Range 28 East; thence N.89°57'59"E. along the South line of the Southwest 1/4 of said Section 33 for 1888.47 feet to the POINT OF BEGINNING; thence N.17°53'21"E. for 3869.49 feet; thence N.17°30'00"E. for 1890.00 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 9600.00 feet, through a central angle of 21°00'00", for 3518.58 feet to the point of tangency; thence N.38°30'00"E. for 288.67 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve; having a radius of 227.85 feet, through a central angle of 89°26'12", for 355.67 feet to the point of compound curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 1750.00 feet, through a central angle of 39°00'00", for 1191.19 feet to the point of tangency; thence N.89°56'05"W. for 311.74 feet to the East line of that certain parcel conveyed to the Easter Seal Society for Crippled Children and Adults of Florida, Inc.; thence N.00°10'13"E. along said East line, for 131.00 feet to the South right-of-way line of State Road 46; thence S.89°56'05"E. along said South right-of-way line for 3183.07 feet to a point on that certain line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line S.00°07'08"W. for 799.65 feet to a 4"x4" concrete monument stamped "PRM LB4709"; thence along said line N.88°51'10"W. for 539.94 feet to a 4"x4" concrete monument stamped "PCP LB4709"; thence along said line S.00°05'59"W. for 720.23 feet to a 5/8" iron bar; thence along said line N.88°49'08"W. for 274.15 feet to a 4"x4" concrete monument stamped "PCP LB4709"; thence along said line S.00°06'18"W. for 20.17 feet; thence leaving said line, S.44°42'20"W. for 461.38 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 5355.00 feet and a chord bearing of S.34°43'33"W., through a central angle of 19°57'35", for 1865.48 feet; thence S.74°33'49"E. for 227.17 feet; thence S.19°57'02"W. for 817.93 feet; thence N.73°43'56"W. for 229.66 feet to a point on a non-tangent curve concave Easterly; thence Southerly along the arc of said curve, having a radius of 5531.00 feet and a chord bearing of S.11°17'48"W., through a central angle of 11°29'08", for 1108.75 feet to the point of tangency; thence S.05°33'14"W. for 4202.16 feet to the point of curvature of a curve concave Westerly; thence Southerly along the arc of said curve, having a radius of 4447.18 feet, through a central angle of 3°02'16", for 235.79 feet to a point on the South line of the Southeast 1/4 of Section 33, Township 19 South, Range 28 East; thence N.89°44'50"W. along said South line for 1032.67 feet to the West line of the East 2250 feet of Section 4, Township 20 South, Range 28 East; thence S.05°50'02"E. along said West line for 754.29 feet to the South line of the North 750 feet of said Section 4; thence S.89°44'50"E. along said South line for 775.34 feet to a point on a non-tangent curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 4447.18 feet and a chord bearing of S.51°08'00"W., through a central angle of 65°11'56", for 5060.60 feet to a point on the Easterly right-of-way line of County Road No. 435 (formerly known as State Road 435);

Wekiva-Ocala Greenway  
Orlando-Orange County Expressway Authority  
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BSM APPROVED  
BY SK  
DATE 3.06.09

thence along said Easterly right-of-way line N.02°42'11"W. for 337.32 feet to a point on a curve concave Westerly; thence Northerly along said line, along the arc of said curve, having a radius of 1499.16 feet, through a central angle of 20°32'26", for 537.45 feet to the point of tangency; thence N.23°14'37"W. along said line for 338.13 feet; thence N.22°54'25"W. along said Easterly right of way line for 328.34 feet to a point on a non-tangent curve concave Northwesterly; thence departing said Easterly right-of-way line Northeasterly along the arc of said curve, having a radius of 3669.72 feet and a chord bearing of N.42°58'12"E., through a central angle of 50°09'42", for 3212.79 feet to the point of tangency; thence N.17°53'21"E. for 15.33 feet to the POINT OF BEGINNING.

**LESS AND EXCEPT:**

**WEKIVA PARKWAY/OCEA RIGHT OF WAY**

A portion of that certain parcel of land described in Official Records Book 9147, Page 1851, Public Records of Orange County, Florida, being portions of Sections 27, 28, and 33, Township 19 South, Range 28 East, Lake County, Florida, and Sections 4 and 5, Township 20 South, Range 28 East, Orange County, Florida, and a portion of Lot 19, J. B. BABCOCK'S SUBDIVISION as recorded in Plat Book B, Page 27 of said Public Records, being more particularly described as follows:

Commence at a 4" by 4" concrete monument stamped "ORANGE COUNTY" 4, 5, 32, 33 at the Southwest corner of Section 33, Township 19 South, Range 28 East; thence N.89°57'59"E. along the South line of the Southwest 1/4 of said Section 33 for 1888.47 feet to the POINT OF BEGINNING; thence N.17°53'21"E. for 3869.49 feet; thence N.17°30'00"E. for 1890.00 feet to the point of curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 9600.00 feet, through a central angle of 21°00'00", for 3518.58 feet to the point of tangency; thence N.38°30'00"E. for 288.67 feet to the point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 227.85 feet, through a central angle of 89°26'12", for 355.67 feet to the point of compound curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 1750.00 feet, through a central angle of 39°00'00", for 1191.19 feet to the point of tangency; thence N.89°56'05"W. for 311.74 feet to the East line of that certain parcel conveyed to the Florida Society for Crippled Children and Adults, Inc.; thence N.00°10'13"E. along said East line, for 131.00 feet to the South right-of-way line of State Road 46; thence S.89°56'05"E. along said South right-of-way line for 3183.07 feet to a point on that certain line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line S.00°07'08"W. for 350.11 feet to a point on non-tangent curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 4436.00 feet and a chord bearing of S.50°14'29"W., through a central angle of 07°54'11", for 611.87 feet to the point of tangency; thence S.46°17'24"W. for 69.64 feet to a point on aforementioned line Per Mutual Boundary Agreement and Quit Claim Deed, Official Records Book 1051, Page 1475, Public Records of Lake County, Florida; thence along said line N.88°51'10"W. for 20.43 feet; thence along said line S.00°05'59"W. for 19.96 feet; thence departing said line S.46°17'24"W. for 253.77 feet; thence S.53°00'35"W. for 913.85 feet to the point of curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 4460.00 feet, through a central angle of 11°18'45", for 880.58 feet; thence S.48°18'46"E. for 350.00 feet to a point on a non-tangent curve concave Southeasterly; thence

Southwesterly along the arc of said curve, having a radius of 6330.51 feet and a chord bearing of S.37°36 12 W., through a central angle of 06°51 39 , for 758.03 feet to a point on a non-tangent curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 6345.49 feet and a chord bearing of S.26°09 15 W., through a central angle of 07°18 21 , for 809.10 feet; thence N.67°29 55 W. for 350.00 feet to a point on a non-tangent curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 6695.49 feet and a chord bearing of S.20°11 43 W., through a central angle of 04°36 44 , for 538.99 feet to the point of tangency; thence S.17°53 21 W., for 897.86 feet; thence S.72°06 39 E., for 20.00 feet; thence S.17°53 21 W., for 869.96 feet; thence S.72°06 39 E., for 500.00 feet; thence S.17°53 21 W., for 1200.00 feet; thence N.72°06 39 W., for 500.00 feet; thence S.17°53 21 W., for 350.00 feet; thence N.72°06 39 W., for 50.00 feet; thence S.17°53 21 W., for 860.00 feet; thence S.72°06 39 E., for 680.00 feet; thence S.17°53 21 W., for 550.00 feet; thence N.72°06 39 W., for 650.00 feet; thence S.17°53 21 W., for 2257.95 feet to the point of curvature of a curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 3999.72 feet, through a central angle of 41°19 58 , for 2885.37 feet to a point on the Easterly right-of-way line of County Road No. 435 (formerly known as State Road 435), said point also being on a non-tangent curve concave Westerly; thence Northerly along said line and along arc of said curve, having a radius of 1499.16 feet and a chord bearing of N.15°47 57 W., through a central angle of 14°53 20 , for 389.57 feet to the point of tangency; thence N.23°14 37 W. along said line for 338.13 feet; thence N.22°54 25 W. along said line for 328.34 feet to a point on a non-tangent curve concave Northwesterly; thence departing said Easterly right-of-way line Northeasterly along the arc of said curve, having a radius of 3669.72 feet and a chord bearing of N.42°58 12 E., through a central angle of 50°09 42 , for 3212.79 feet to the point of tangency; thence N.17°53 21 E. for 15.33 feet to the POINT OF BEGINNING.

Exhibit "C"

WEKIVA PARKWAY/OCEA RIGHT OF WAY

A portion of that certain parcel of land described in Official Records Book 9147, Page 1851, Public Records of Orange County, Florida, being portions of Sections 27, 28, and 33, Township 19 South, Range 28 East, Lake County, Florida, and Sections 4 and 5, Township 20 South, Range 28 East, Orange County, Florida, and a portion of Lot 19, J. B. BABCOCK'S SUBDIVISION as recorded in Plat Book B, Page 27 of said Public Records, being more particularly described as follows:

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S.17°53 21 W., for 897.86 feet; thence S.72°06 39 E., for 20.00 feet; thence S.17°53 21 W., for 869.96 feet; thence S.72°06 39 E., for 500.00 feet; thence S.17°53 21 W., for 1200.00 feet; thence N.72°06 39 W., for 500.00 feet; thence S.17°53 21 W., for 350.00 feet; thence N.72°06 39 W., for 50.00 feet; thence S.17°53 21 W., for 860.00 feet; thence S.72°06 39 E., for 680.00 feet; thence S.17°53 21 W., for 550.00 feet; thence N.72°06 39 W., for 650.00 feet; thence S.17°53 21 W., for 2257.95 feet to the point of curvature of a curve concave Northwesterly; thence Southwesterly along the arc of said curve, having a radius of 3999.72 feet, through a central angle of 41°19 58 , for 2885.37 feet to a point on the Easterly right-of-way line of County Road No. 435 (formerly known as State Road 435), said point also being on a non-tangent curve concave Westerly; thence Northerly along said line and along arc of said curve, having a radius of 1499.16 feet and a chord bearing of N.15°47 57 W., through a central angle of 14°53 20 , for 389.57 feet to the point of tangency; thence N.23°14 37 W. along said line for 338.13 feet; thence N.22°54 25 W. along said line for 328.34 feet to a point on a non-tangent curve concave Northwesterly; thence departing said Easterly right-of-way line Northeasterly along the arc of said curve, having a radius of 3669.72 feet and a chord bearing of N.42°58 12 E., through a central angle of 50°09 42 , for 3212.79 feet to the point of tangency; thence N.17°53 21 E. for 15.33 feet to the POINT OF BEGINNING.

