

**UCF Econfin**

**President’s Review..... 2**

**Sublease Agreement..... 3**

**Lease Appendix A ..... 32**

**Information Provided to UCF Board of Trustees..... 39**



UNIVERSITY OF CENTRAL FLORIDA

## Office of the President Document Cover Sheet

**TO:** Interim President Thad Seymour

**FROM:** Graham Worthy, Director National center for Integrated Coastal Research

**CobbleStone Contract Name/Number:** Econfina River State Park building lease agreement/17877

**Explanation of Content/Contract Details:**

This is a lease agreement to acquire control of a building located in Econfina River State Park which will be used as both a research station and a facility to host undergraduate teaching opportunities.

**Current Cost:** \$8,000/year

**Foundation Funds:** ☒ Yes ☐ No

If not Foundation Funds, please complete additional funding information:

**Departmental Funding Number:**

**Department Funding Description:**

**Category:** **Description:**

**Account Code:** **Account Code Description:**

**Type of Fund:** Ultimately costs will be covered by the Departments of Biology and Anthropology through fees generated by undergraduate teaching and through research grants

**Cost History (original and or prior modifications):** These costs are based on annual utility bills for previous years while the FL Parks Service ran the facility.

**Approvals:** This contract has been approved by:

1. Shelley King
2. Misty Shepherd
3. Jennifer Cerasa
4. Nikki Sanguiliano

Approvals are noted in Cobblestone, the contract management system.

**Is there a hard deadline:** ☐ Yes ☒ No

**If Yes, Date Document Needed:**

Failure to provide detailed funding information may result in delay of contract execution.

This Sublease was prepared by:  
Jay Sirey  
Bureau of Public Land Administration  
Division of State Lands  
Department of Environmental Protection, MS 130  
3900 Commonwealth Boulevard,  
Tallahassee, Florida 32399-3000  
AID# 39933

SAS2  
[ 0.15 acres +/-]

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

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**SUBLEASE AGREEMENT**

**Sublease Number 3540-001**

THIS SUBLEASE AGREEMENT, is made and entered into this 23 day of January 2020 between the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DIVISION OF RECREATION AND PARKS**, hereinafter referred to as "SUBLESSOR" and **THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**, 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 under TRUSTEES' Lease Number 3540.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease, is situated in the County of Taylor, 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 begin on the date of execution and end on March 22, 2039, 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(9), 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 23, 1989, as amended from time to time, 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, Florida Statutes, for any buildings and improvements added by the SUBLESSEE on the subleased premises. In the event the SUBLESSEE adds buildings or improvements to the subleased premises, SUBLESSEE shall provide SUBLESSOR with a certificate of insurance evidencing fire and extended risk coverage. 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, 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 and TRUSTEES regarding the legal action deemed appropriate to remedy such damage or claims. SUBLESSEE is responsible for all personal injury and property damage attributable to the negligent acts or omissions of SUBLESSEE, and its officers, employees, and agents. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

13. **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 of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.

15. **SUBSUBLEASES**: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by 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  
Division of Recreation and Parks  
Office of Park Planning  
3800 Commonwealth Boulevard, M.S. 525  
Tallahassee, Florida 32399-3000

SUBLESSEE: The University of Central Florida Board of Trustees  
Office of the President, MH 308  
Post Office Box 160002  
Orlando, Florida 32816-0002

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, M.S. 130  
Tallahassee, Florida 32399-3000

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. **SPECIAL CONDITIONS**: The following special conditions shall apply to this sublease:

- A. SUBLESSEE shall ensure that the public restrooms at the subleased premises are maintained daily and remain open to the public during the hours of operation for Econfina River State Park.
- B. SUBLESSEE shall obtain written approval from SUBLESSOR prior to the installation of signage.
- C. SUBLESSEE shall obtain written approval from SUBLESSOR prior to commencing any minor modifications to the subleased premises to accommodate research equipment and students.
- D. SUBLESSEE shall provide copies of certification of insurance to SUBLESSOR.
- E. SUBLESSEE and SUBLESSOR shall coordinate to maintain a volunteer and/or security presence at all times.
- F. SUBLESSEE and SUBLESSOR shall partner together to share knowledge and information which includes, but is not limited to, fire ecology, controlled burns and sea water level rise data.
- G. SUBLESSEE and SUBLESSOR shall partner together to create opportunities to educate the public and students on SUBLESSOR'S Prescribed Fire Program and any other program area that is mutually agreeable.
- H. Per 62D-2.013(7), Florida Administrative Code, SUBLESSEE shall obtain a Research and Collection Permit from SUBLESSOR prior to collecting any natural objects, including plant and animal life and minerals.

*[Remainder of page intentionally left blank;*

*Signature page follows]*

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

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

By: Steven A. Cutshaw (SEAL)  
Steven A. Cutshaw, Environmental Administrator  
Office of Park Planning

Witness  
Tyler Maldonado  
Print/Type Witness Name

Witness  
DANIELA SENIZER  
Print/Type Witness Name

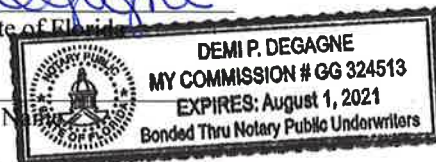
"SUBLESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of JANUARY, 2020, by Steven A. Cutshaw, as Environmental Administrator, Office of Park Planning, for and on behalf of the State of Florida Department of Environmental Protection, Division of Recreation and Parks. He is personally known to me.

Demi P. Degagne  
Notary Public, State of Florida

Print/Type Notary Name



Commission Number:  
Commission Expires:

THE UNIVERSITY OF CENTRAL FLORIDA  
BOARD OF TRUSTEES

Carmen Sofia Jarguin  
Witness  
Print/Type Witness Name

Elizabeth Hamilton  
Witness  
Print/Type Witness Name

By: Misty Shepherd (SEAL)  
Misty Shepherd, Interim Vice President for  
Administration and Finance

"SUBLESSEE"

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of DECEMBER, 2019, by Misty Shepherd, as Interim Vice President for Administration and Finance for and on behalf The University of Central Florida, Board of Trustees, She is personally known to me or who has produced KNOWN BY ME as identification.



TRACI V. FISHER  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG247413  
Expires 8/9/2022

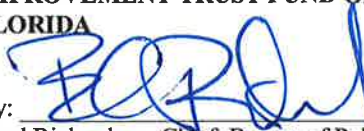
Traci V. Fisher  
Notary Public, State of FLORIDA

TRACI FISHER  
Print/Type Notary Name

Commission Number: GG 247413  
Commission Expires: 8/9/2022

Consented to by the TRUSTEES on the 23 day of January 2020

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



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

Brad Richardson, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida

APPROVED SUBJECT TO PROPER EXECUTION

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

DEP Attorney

06-17-2019

## Exhibit "A"

Commence at a wood hub marking the Northwest corner of Section 11, Township 5 South, Range 4 East, Taylor County, Florida and thence run East, 1985.52 feet to a point on the West right of way line of County Road 14, thence run Southwesterly along said West right of way line as follows: South 21 degrees 14 minutes West, 2166.70 feet to a point on a curve concave to the Southeast, thence Southwesterly along said curve having a radius of 1472.40 feet through a central angle of 12 degrees 44 minutes for an arc length of 327.22 feet (the chord of said arc being South 14 degrees 52 minutes West, 326.55 feet) to a point, thence South 08 degrees 30 minutes West, 77.63 feet to a point on a curve concave to the Northwest, thence Southwesterly along said curve having a radius of 1105.92 feet, through a central angle of 30 degrees 48 minutes 30 seconds for an arc length of 594.66 feet (the chord of said arc being South 23 degrees 54 minutes 15 seconds West, 587.52 feet) to a point, thence South 39 degrees 18 minutes 30 seconds West, 366.02 feet to a point on a curve concave to the Southeast, thence Southwesterly along said curve having a radius of 1472.40 feet, through a central angle of 27 degrees 53 minutes for an arc length of 716.55 feet (the chord of said arc being South 25 degrees 22 minutes West, 709.50 feet) to a point, thence South 11 degrees 25 minutes 30 seconds West, 128.24 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING, continue South 11 degrees 25 minutes 30 seconds West, 20.00 feet to a point at the end of said County Road 14, thence South 78 degrees 34 minutes 30 seconds East, 30.00 feet, along the end of said Road, thence, South 11 degrees 25 minutes 30 seconds West, 80.00 feet, thence North 78 degrees 34 minutes 30 seconds West, 70.00 feet, thence North 11 degrees 25 minutes 30 seconds East, 100.00 feet, thence South 78 degrees 34 minutes 30 seconds East, 40.00 feet to the POINT OF BEGINNING.

Containing 0.15 Acres - 6,400 square feet, more or less.

BSM  
BY SK  
Date: 2.15.2019

EXHIBIT "B"

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

(1)3540

LEASE AGREEMENT

Lease No. 3540

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

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

NOW, THEREFORE, this lease agreement is made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as LESSOR, and the STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES, DIVISION OF RECREATION AND PARKS, as LESSEE,

WITNESSETH:

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

1. DELEGATIONS OF AUTHORITY: The LESSOR'S responsibilities and obligations established in this lease agreement shall be exercised by the Division of State Lands, Department of Natural Resources pursuant to Chapter 18-2, Florida Administrative Code and applicable delegations of authority.

2. DESCRIPTION OF PREMISES: The property subject to this lease agreement, is situated in the Counties of Taylor and Dixie, State of Florida and more particularly described in Exhibit A attached hereto and made a part hereof hereinafter called the "leased premises".

3. TERM: The LESSOR does hereby lease to the LESSEE the above described leased premises in the Counties of Taylor and

Page 1 of 16  
Lease No. 3540

Dixie, State of Florida, together with the improvements thereon, as applicable, for a period of fifty (50) years.

4. PURPOSE: The purpose of this lease agreement shall be for the conservation and protection of natural resources within the leased premises along with compatible outdoor recreation along with other allowable uses which are designated in the management plan to be developed and approved for the leased premises as provided by paragraph 8 of this lease agreement.

5. QUIET ENJOYMENT AND RIGHT OF USE: The LESSEE shall have the right to enter upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: The LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformity with this lease agreement.

7. MANAGEMENT PLAN: A Management Plan for the leased premises shall be prepared by the LESSEE, in accordance with Section 253.034, Florida Statutes, and Section 18-2.005, Florida Administrative Code, and Chapter 18-4, Florida Administrative Code, within 12 months of the execution date of this lease agreement and shall be submitted to the LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises until the Management Plan is approved, without the prior written approval of the LESSOR. The Management Plan shall emphasize the original management concept as approved by the LESSOR at the time of acquisition which established the primary 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 the LESSEE and the LESSOR at least every five (5) years. The LESSEE shall not use or alter the property except as provided for in the approved Management Plan without the prior written approval of the LESSOR. The



Management Plan prepared under this lease agreement 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: The LESSOR or its duly authorized agents shall have the right at any time to inspect the leased premises and the works and operations thereon of the LESSEE, or its subagent when applicable, in any matter pertaining to this lease agreement.

9. LIABILITY: The LESSEE agrees to assist in the investigation of injury or damage claims either for or against the LESSOR or the State of Florida pertaining to the LESSEE'S respective areas of responsibility under this lease agreement; or arising out of the LESSEE'S respective management programs or activities and to contact the LESSOR regarding the legal action deemed appropriate to remedy such damage or claims.

10. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease agreement 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 Division of Historical Resources of the Department of State.

11. EASEMENTS: Easements of any nature are prohibited without prior approval in writing from the LESSOR. Easements of any nature not approved in writing by the LESSOR shall be void and without legal effect.

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

13. TERMINATION: This lease agreement may be terminated by mutual agreement of the parties hereto. However, this lease agreement shall be terminated at the sole option of the LESSOR

Page 3 of 16  
Lease No. 3540

when and if said leased premises including land and improvements shall cease to be used for the purposes described in paragraph (5) or (8) of this lease agreement. The LESSEE shall upon termination surrender the premises. Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the LESSEE, payable upon demand of the LESSOR.

14. PERMANENT IMPROVEMENTS: Upon cessation of occupancy of the leased premises, the LESSEE agrees to leave all permanent or fixed improvements for the use of the LESSOR and to put no claim upon said permanent or fixed improvements; or, at the option of the LESSOR, the LESSEE agrees to remove any or all improvements on the leased premises at the LESSEE'S expense.

15. RELEASE OF LEASE: The LESSEE hereby agrees that in the event no further use of the leased premises or any part thereof is needed, notification shall be made to the Division of State Lands, 3900 Commonwealth Boulevard, Tallahassee, Florida 32303, at least six (6) months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease agreement number and an explanation of the release. The release shall only be valid if approved by the LESSOR through execution of a release of lease instrument with the same formality as this lease agreement.

16. CONDITION OF IMPROVEMENTS UPON TERMINATION, RELEASE OR EXPIRATION: The LESSEE further agrees that any structures or fixed improvements located on the leased premises in conformity with paragraph (5) of this lease agreement shall meet the following conditions upon release, expiration or termination:

(a) The structures or fixed improvements shall meet the building and safety codes prescribed by the Florida Department of General Services;

(b) The LESSEE shall properly dispose of paying any utility fees, including having the utilities turned off;

(c) The LESSEE shall not commit waste; fair wear and tear is acceptable; and

Page 4 of 16  
Lease No. 3540

(d) Prior to formal release, 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 do not meet all conditions agreed upon, the LESSEE shall reimburse the LESSOR for any resulting expenses incurred in meeting the prescribed conditions. Any structures or fixed improvements remaining on the leased premises shall inure to the benefit of the State of Florida.

17. BEST MANAGEMENT PRACTICES: LESSEE agrees to implement applicable Best Management Practices for all activities conducted under this lease agreement in compliance with paragraph 18-2.004(1)(d), Florida Administrative Code, which have been selected, developed, or approved by the LESSOR or other land managing agencies which will protect and enhance the leased premises.

18. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE hereby covenants and agrees to identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease agreement 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 10D-54, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

19. DUPLICATE ORIGINALS: This lease agreement is executed in duplicate originals each of which for all purposes shall be considered an original.

20. UTILITY FEES: The LESSEE shall pay all charges for the funding of gas, electricity, water and other public utilities to the leased premises.

21. ASSIGNMENT: This lease agreement shall not be assigned wholly or in part, without prior formal written approval of the LESSOR of such assignment. Any assignment not formally approved in writing by the LESSOR shall be void and without legal effect.

Page 5 of 16  
Lease No. 3540

22. MAINTENANCE OF IMPROVEMENTS: The LESSEE hereby covenants and agrees to maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition and repair including but not limited to, keeping the leased premises free of trash or litter, maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good conditions as the same may be at the date of this lease agreement.

23. ENTIRE UNDERSTANDING: This lease agreement sets forth the entire understanding between the parties. It shall not be changed or terminated orally. The provisions of this lease agreement are not severable. This lease agreement shall not be amended without the prior written approval of the LESSOR. Any amendment not formally approved in writing by the LESSOR and executed with the same formality as this lease agreement shall be void and without legal effect.

24. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should the LESSEE breach any of the covenants, terms, or conditions of this lease agreement, the LESSOR, may, at its option, give written notice to the LESSEE to remedy such breach within sixty (60) days. In the event of failure by the LESSEE to remedy the breach of any of the covenants, terms or conditions of this lease agreement to the satisfaction of the LESSOR within the appropriate time period specified in this lease agreement for remedying such breach, the LESSOR may elect to: (a) continue this lease agreement in effect and enforce all its rights and remedies hereunder, including the right to recover from the LESSEE the real property and improvements within the leased premises, or (b) at any time, terminate all of the LESSEE'S rights hereunder and recover from the LESSEE all damages LESSOR may incur by reason of the breach of this lease agreement, including the cost of recovering the leased premises.

25. NO WAIVER OF BREACH: The failure of the 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

Page 6 of 16  
Lease No. 3540

lease agreement 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 the 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 the LESSOR.

26. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:

LESSEE hereby covenants and agrees that fee title to the leased premises is owned by the LESSOR and that 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 real property contained in the leased premises or against any interest of the LESSOR thereon.

27. CONDITIONS AND COVENANTS: All of the provisions of this lease agreement 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.

28. SOVEREIGNTY SUBMERGED LANDS: The LESSEE hereby covenants and agrees that this lease agreement does not include or authorize any activity or use involving the bottoms or the water columns below the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body and that any activity or use involving all such water bodies shall require the prior written approval of the LESSOR.

29. DAMAGE TO THE PREMISES: The LESSEE agrees that it will not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises, any act which may result in damage or depreciation of value to the leased premises, or any part thereof. Any costs arising out of the enforcement of this paragraph shall be the exclusive obligation of the LESSEE, payable upon demand of the LESSOR.

30. PAYMENT OF TAXES AND ASSESSMENTS: The LESSEE agrees to

Page 7 of 16  
Lease No. 3540

assume all responsibility for liabilities that accrue to the subject 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 during the effective period of this lease agreement.

31. RIGHT OF AUDIT: The LESSEE shall make available to the LESSOR all financial or other records relating to this lease agreement and the LESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until such audit is completed and exercised without unreasonably interfering with the LESSEE'S operations on the leased premises. This lease agreement may be terminated by the LESSOR should the LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease agreement, pursuant to Chapter 119, Florida Statutes.

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

33. ASSENT TO LEASE AGREEMENT TERMS AND CONDITIONS: The LESSEE joins in this lease agreement for the purpose of indicating its assent to all terms and conditions hereof, and agrees to be bound hereby.

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

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

Sylvia Kott  
Witness

Barnard Knight  
Witness

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

By: Donald A. Hart (SEAL)  
for DIRECTOR, DIVISION OF STATE  
LANDS, DEPARTMENT OF NATURAL  
RESOURCES  
"LESSOR

Page 8 of 16  
Lease No. 3540

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this  
23rd day of March, 1989, by Deborah A. Hart for  
the Director, Division of State Lands, Department of Natural  
Resources.

Deborah A. Hart (SEAL)  
NOTARY PUBLIC

My Commission Expires: Notary Public, State of Florida  
My Commission Expires July 14, 1992  
Bonded Thru Troy Fain - Insurance Inc.

Jo Ann Riddan  
Witness  
Paul Hatten  
Witness

STATE OF FLORIDA DEPARTMENT OF  
NATURAL RESOURCES, DIVISION OF  
RECREATION AND PARKS

BY: Ney C. Landrum (SEAL)

Its: Director

STATE OF FLORIDA  
COUNTY OF LEON

"LESSEE"

The foregoing instrument was acknowledged before me this  
9th day of November, 1988, by Ney C. Landrum,  
as Director, Division of Recreation and Parks.

Janis M. Crowl (SEAL)  
NOTARY PUBLIC

My Commission Expires: Notary Public, State of Florida  
My Commission Expires April 15, 1990  
Bonded Thru Troy Fain - Insurance Inc.

Approved as to Form and Legality

BY: Janis M. Crowl  
DNE Attorney

EXHIBIT A

The Southeast Quarter of the Northeast Quarter, the Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of Section 35 and the West Half of the Southwest Quarter of Section 36 lying West of the Econfina River, all in Township 4 South, Range 4 East, Taylor County, Florida.

Also all of Sections 1 and 2, North and West of the Econfina River, all of Sections 3 and 4, all of Section 8 less the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter, all of Section 9 and all of Section 10 lying West of the Econfina River, all of Section 11 and 15, North and West of the Econfina River, and all of Fractional Section 17, all in Township 5 South, Range 4 East, Taylor County, Florida.

LESS AND EXCEPT those parcels previously conveyed in Section 11, Township 5 South, Range 4 East, to Mincy in O.R. Book 207 page 400, to Sheffield in O.R. Books 69 page 355 and 194 page 171, to Mincy in O.R. Books 194 page 169, 187 page 892 and 222 page 433, all in the Public Records of Taylor County, Florida.

ALSO LESS AND EXCEPT Commence at the Southwest corner of Section 36, Township 4 South, Range 4 East, Taylor County, Florida and thence run North 89 degrees 35 minutes 04 seconds East 671.97 feet, along the Section line, to the POINT OF BEGINNING, thence from said P.O.B. run South 00 degrees 58 minutes East 46.16 feet, to a point, thence South 89 degrees 35 minutes 04 seconds West 720.82 feet to a point on the Easterly right-of-way line of County Road 14, said point being on a curve concave to the Northwest, thence Northeasterly along said right-of-way line and curve having a radius of 2904.79 feet, through a central angle of 14 degrees 31 minutes 04 seconds for an arc length of 736.02 feet (the chord of said arc being North 15 degrees 16 minutes 58 seconds East 734.06 feet) to a point, thence North 89 degrees 41 minutes 12 seconds East 515.42 feet to a point, thence South 00 degrees 58 minutes East 659.63 feet to the Point of Beginning. Containing 9.76 acres, more or less. (OUT PARCEL 1)

ALSO LESS AND EXCEPT Commence at the Southwest corner of River Place Subdivision, First Addition, as per map or plat thereof, as recorded in Plat Book 1, page 149 of the Public Records of Taylor County, Florida, said point being the intersection of the South boundary of 60 foot River Street with the Easterly right-of-way line of County Road 14, thence run South 21 degrees 14 minutes West (Bearing Base) 39.90 feet along said right-of-way line, to a point on a curve concave to the Southeast, thence Southwesterly along said right-of-way line and curve having a radius of 1392.40 feet, through a central angle of 03 degrees 27 minutes 52 seconds for an arc length of 84.19 feet (the chord of said arc being South 19 degrees 30 minutes 04 seconds West 84.18 feet) to a point, thence South 66 degrees 12 minutes East 270.0 feet to a concrete monument on the West bank of the Econfina River for a POINT OF BEGINNING, thence from said P.O.B. run North 66 degrees 12 minutes West 270.0 feet to a concrete monument on the Easterly right-of-way line of County road 14, said point being on a curve concave to the Southeast, thence Southwesterly along said right-of-way line and curve having a radius of 1392.40 feet, through a central angle of 04 degrees 23 minutes 57 seconds for an arc length of 106.91 feet (the chord of said arc being South 15 degrees 34 minutes 09 seconds West 106.88 feet) to a concrete monument, thence South 78 degrees 45 minutes East 260.50 feet to a concrete monument on the West bank of the Econfina River, thence North 24 degrees 17 minutes 34 seconds East 49.18 feet, along said West bank, to the Point of Beginning. Containing 0.47 acres, more or less, and being located in Section 11, Township 5 South, Range 4 East, Taylor County, Florida. (OUT PARCEL 2)

NO. 3540  
EXHIBIT A  
PAGE 10 OF 16



ALSO LESS AND EXCEPT Commence at an old wood hub found marking the Northwest corner of Section 11, Township 5 South, Range 4 East, Taylor County, Florida and thence run East 1985.52 feet to a point on the Westerly right-of-way line of County Road 14, thence South 21 degrees 14 minutes West (Bearing Base) 2166.70 feet, along said right-of-way line, to a point on a curve concave to the Southeast, for a POINT OF BEGINNING, thence from said P.O.B. continue along said right-of-way line as follows; Southwesterly along said curve having a radius of 1472.40 feet, through a central angle of 12 degrees 44 minutes for an arc length of 327.22 feet (the chord of said arc being South 14 degrees 52 minutes West 326.55 feet) to a point, thence South 08 degrees 30 minutes West 77.63 feet to a point of a curve concave to the Northwest, thence Southwesterly along said curve having a radius of 1105.92 feet, through a central angle of 30 degrees 48 minutes 30 seconds for an arc length of 594.66 feet (the chord of said arc being South 23 degrees 54 minutes 15 seconds West 587.52 feet) to a point, thence South 39 degrees 18 minutes 30 seconds West 366.02 feet to a point on a curve concave to the Southeast, thence Southwesterly along said curve having a radius of 1472.40 feet, through a central angle of 27 degrees 53 minutes 00 seconds for an arc length of 716.55 feet (the chord of said arc being South 25 degrees 22 minutes 00 seconds West 709.50 feet) to a point, thence South 11 degrees 25 minutes 30 seconds West 148.24 feet to a point at the end of said County Road 14, thence South 78 degrees 34 minutes 30 seconds East 80.0 feet, along the end of said road, to a point on the Easterly right-of-way line of said road, thence North 11 degrees 25 minutes 30 seconds East 148.24 feet, along said Easterly right-of-way line, to a point on a curve concave to the Southeast, thence Northeasterly along said Easterly right-of-way line and curve having a radius of 1392.40 feet, through a central angle of 3 degrees 23 minutes 32 seconds for an arc length of 82.44 feet (the chord of said arc being North 13 degrees 07 minutes 16 seconds East 82.43 feet) to a point on the South boundary of River Place Subdivision, a subdivision recorded in Plat Book 1 page 147 of the Public Records of Taylor County, Florida, thence South 56 degrees 33 minutes 55 seconds East 295.0 feet, along said South boundary, to a concrete monument on the West bank of the Econfinia River, thence Southwesterly 425 feet, more or less, along said West bank of the Econfinia River, Being the Mean High Water Line and/or Safe Uplands Line, (a chord bearing of South 43 degrees 30 minutes 05 seconds West 369.56 feet) to an iron rod, thence leaving said river run North 50 degrees 59 minutes 56 seconds West 417.07 feet to a point, thence North 14 degrees 55 minutes 21 seconds East 392.24 feet to a point, thence North 83 degrees 16 minutes 27 seconds West 170.0 feet to a point, thence North 60 degrees 46 minutes 27 seconds West 292.0 feet to a point, thence North 26 degrees 01 minutes 02 seconds East 1039.15 feet to a point, thence South 68 degrees 46 minutes East 453.58 feet to a point, thence North 26 degrees 01 minutes 02 seconds East 804.0 feet to a point, thence South 68 degrees 46 minutes East 210.0 feet to the Point of Beginning. Containing 25.85 acres, more or less. (OUT PARCEL 3).

ALSO LESS AND EXCEPT Commence at the Quarter Section corner on the West boundary line of Section 11, Township 5 South, Range 4 East and run South 162 feet, thence run East 1082 feet to the Easterly right-of-way of County Road #14 (Sta. 42+62.00), thence run Northeasterly along said right-of-way line along the arc of a curve concaved to the West, radius of 1185.92' Delta of 80°50'29", a distance of 183 feet, thence run S 82°00'E 240 feet more or less to the West bank of the Econfinia River and POINT OF BEGINNING. Thence from P.O.B. run N 82°00'W 240 feet, more or less, to the Easterly right-of-way line of C.R. #14, thence run in a Southwesterly direction, along said right-of-way line along the arc of a curve concaved to the West, radius of 1185.92 feet, delta of 20°57'30", a

NO. 3540  
 EXHIBIT A  
 PAGE 11 OF 16

distance of 433.66 feet to the P.C. of said curve, thence run S 39° 18' 30"W, along said right-of-way line, 366.20 feet to the P.T. of a curve concave to the East, radius of 1392.69', delta of 24° 29' 28", thence run in a Southwesterly direction along said right-of-way curve line, an arc distance of 595.37 feet, thence run S 56° 33' 55"E, 325 feet more or less, to the West bank of the Econfinia River, thence run in a Northeasterly direction along said river, 1490 feet, more or less to the P.O.B. (Same being the perimeter boundary of River Place Subdivision as recorded in Plat Book 1, Page 147, of the public records of Taylor County, Florida)

ALSO LESS AND EXCEPT a parcel previously conveyed in Section 4, Township 5 South, Range 4 East, to Massey in O.R. Book 199, page 701 in the Public Records of Taylor County, Florida.

ALSO LESS AND EXCEPT River Place Subdivision First Addition, as per map or plat thereof, as recorded in Plat Book 1 page 149, and River Place Subdivision Second Addition, as per map or plat thereof, as recorded in Plat Book 1 page 150, all in the Public Records of Taylor County, Florida.

TOGETHER WITH TWO 20 FOOT WIDE EASEMENTS FOR INGRESS AND EGRESS OVER AND ACROSS "OUT PARCEL 3"; SAID EASEMENTS BEING DESCRIBED AS FOLLOWS:

(1) EXTENSION OF C-14 (DESCRIPTION OF 20 FOOT EASEMENT)

A 20 foot strip of land, lying 10 feet left and right (East and West) of the following described centerline: Commence at a wood hub found marking the Northwest corner of Section 11, Township 5 South, Range 4 East, Taylor County, Florida and thence run East 1985.52 feet to a point on the Westerly right-of-way line of County Road 14, thence run Southerly, along said Westerly right-of-way line as follows; South 21 degrees 14 minutes West 2166.70 feet to a point on a curve concave to the Southeast, thence Southwesterly along said curve having a radius of 1472.40 feet, through a central angle of 12 degrees 44 minutes for an arc length of 327.22 feet (the chord of said arc being South 14 degrees 52 minutes West 326.55 feet) to a point, thence South 8 degrees 30 minutes West 77.63 feet to a point on a curve concave to the Northwest, thence Southwesterly along said curve having a radius of 1105.92 feet, through a central angle of 30 degrees 48 minutes 30 seconds for an arc length of 594.66 feet (the chord of said arc being South 23 degrees 54 minutes 15 seconds West 587.52 feet) to a point, thence South 39 degrees 18 minutes 30 seconds West 366.02 feet to a point on a curve concave to the Southeast, thence Southwesterly along said curve having a radius of 1472.40 feet, through a central angle of 27 degrees 53 minutes for an arc length of 716.55 feet (the chord of said arc being South 25 degrees 22 minutes West 709.50 feet) to a point, thence South 11 degrees 25 minutes 30 seconds West 148.24 feet to a point at the end of said County Road 14, thence South 78 degrees 34 minutes 30 seconds East 40.0 feet to a point at the end and in the center of said County Road 14 for the POINT OF BEGINNING of this centerline description, thence from said P.O.B. run South 11 degrees 25 minutes 30 seconds West 130.56 feet to a point and the end of this centerline description.

NO. 3540

EXHIBIT A

PAGE 12 OF 16

(2) ACCESS TO LOWER MARSH ROAD (DESCRIPTION OF 20 FOOT EASEMENT)

A 20 foot strip of land, lying 20 feet North of the following described line; Commence at a wood hub found marking the Northwest corner of Section 11, Township 5 South, Range 4 East, Taylor County, Florida and thence run East 1985.52 feet to a point on the Westerly right-of-way line of County Road 14, thence run Southerly, along said Westerly right-of-way line as follows; South 21 degrees 14 minutes West 2166.70 feet to a point on a curve concave to the Southeast, thence Southwesterly along said curve having a radius of 1472.40 feet, through a central angle of 12 degrees 44 minutes for an arc length of 327.22 feet (the chord of said arc being South 14 degrees 52 minutes West 326.55 feet) to a point, thence South 8 degrees 30 minutes West 77.63 feet to a point on a curve concave to the Northwest, thence Southwesterly along said curve having a radius of 1105.92 feet, through a central angle of 30 degrees 48 minutes 30 seconds for an arc length of 594.66 feet (the chord of said arc being South 23 degrees 54 minutes 15 seconds West 587.52 feet) to a point, thence South 39 degrees 18 minutes 30 seconds West 366.02 feet to a point on a curve concave to the Southeast, thence run Southwesterly along said curve having a radius of 1472.40 feet, through a central angle of 17 degrees 41 minutes 38 seconds for an arc length of 454.70 feet (the chord of said arc being South 30 degrees 27 minutes 41 seconds West 452.90 feet) to the POINT OF BEGINNING, thence from said P.O.B. leaving said County Road 14, run North 83 degrees 16 minutes 27 seconds West 380.0 feet to a point, thence run North 60 degrees 46 minutes 27 seconds West 292.0 feet to a point and the end of this description.

Said tract of land contains 3377.59 acres, more or less, above the Mean High Water Line and/or Safe Uplands Line, and being a portion of a parcel described in O.R. Book 168, Page 522 of the Public Records of Taylor County, Florida.

Said land subject to the following:

One-fourth (1/4) undivided interest in and to all the oil, gas and other minerals which may be upon, under or in the following described lands, to-wit: All North and West of Econfinia River of Section 1; N 1/2 of NE 1/4, SW 1/4 of NE 1/4, and NW 1/4 of Section 10 and all North and West of Econfinia River of Section 15; in Township 5 South, Range 4 East; RESERVED UNTO G. H. Warren and Judia Warren, his wife, in Warranty Deed dated December 24, 1949, filed January 4, 1950, and recorded in Deed Book 52, Page 76, Public Records of Taylor County, Florida. No notice filed pursuant to Section 704.05 and 712, Florida Statutes. Taylor County tax roll shows no separate mineral assessment.

One-half (1/2) undivided interest in and to all the oil, gas and other minerals which may be upon, under or in the following described lands, to-wit: All of Section 3; All of Section 4; All, less NW 1/4 of NE 1/4, NE 1/4 of NW 1/4, and S 1/2 of SE 1/4 of SE 1/4 of Section 8, N 1/2 of Section 9; and all fractional Section 17, less and except E 1/2 of E 1/2 of said section in Township 5 South, Range 4 East; RESERVED UNTO G. H. Warren and Judia Warren, his wife, in Warranty Deed dated December 24, 1949, filed January 4, 1950, and recorded in Deed Book 52, Page 76, Public Records of Taylor County, Florida. No notice filed pursuant to Section 704.05 and 712, Florida Statutes. Taylor County Tax Roll shows no separate mineral assessment.

Right-of-Way of State Road S-14 (now County Road 14) conveyed to State of Florida, as described in Deed Book 60, Page 10, Public Records of Taylor County, Florida.

Drainage Easement to State of Florida, as described in Deed Book 60, Page 13, Public Records of Taylor County, Florida.

Subject to any portion of the property which is sovereign land and all rights & interests of the USA and/or State of Florida in controlling the use of the property.

NO. 3540

EXHIBIT A

PAGE 13 of 43

AND

DESCRIPTION: BIG BEND COASTAL TRACTS - Parcel "H"  
All those lands above the Mean High Water  
Line of the Gulf of Mexico in Township 12  
South, Range 10 East and Township 12 South,  
Range 11 East, Dixie County, Florida being  
Easterly, Southerly, Westerly and enclosed  
by the FOLLOWING DESCRIBED LINE:

COMMENCE at an existing concrete monument marking the Northwest corner of fractional Section 13, Township 12 South, Range 10 East, Dixie County, Florida, thence South 00 degrees 25 minutes 57 seconds East along the Westerly line of said section a distance of 629.35 feet to a concrete monument, thence continue along said line South 00 degrees 25 minutes 57 seconds East a distance of 690.75 feet, thence Easterly along the Southerly line of the North 1/4 of said section a distance of 5,264.82 feet more or less to the Easterly line of said section and the range line between Range 10 East and Range 11 East, thence Southerly along said range line a distance of 1,000 feet more or less to a point in the open waters of the Gulf of Mexico and call this the POINT OF BEGINNING, thence Northerly along the East line of fractional Section 13, Township 12 South, Range 10 East, Dixie County, Florida and the range line between Range 10 East and Range 11 East a distance of 1,000 feet more or less to the Southeast corner of the North 1/4 of said section, thence Westerly along the Southerly line of the North 1/4 of said section a distance of 5,264.82 feet more or less to the Southwest corner of the North 1/4 of said section, thence North 00 degrees 25 minutes 57 seconds West a distance of 690.65 feet to an existing concrete monument, thence continue along the Westerly line of said section North 00 degrees 25 minutes 57 seconds West a distance of 629.35 feet to a concrete monument marking the Northwest corner of fractional Section 13, Township 12 South, Range 10 East, Dixie County, Florida, thence North 00 degrees 26 minutes 11 seconds West along the Westerly line of Section 12, Township 12 South, Range 10 East, Dixie County, Florida a distance of 465.19 feet to a concrete monument set on the Southerly edge of a pushed line, thence South 89 degrees 50 minutes 18 seconds East along the Southerly edge of a pushed line a distance of 253.18 feet to a concrete monument, thence North 47 degrees 49 minutes 48 seconds East along the Easterly edge of said pushed line a distance of 558.72 feet to a concrete monument, thence continue along said line South 50 degrees 00 minutes 23 seconds East a distance of 256.19 feet to a concrete monument, thence continue along said line North 50 degrees 32 minutes 24 seconds East a distance of 431.97 feet to a concrete monument, thence continue along said line North 24 degrees 53 minutes 07 seconds East a distance of 499.31 feet to a concrete monument, thence continue along said line North 72 degrees 06 minutes 30 seconds East a distance of 233.80 feet to a concrete monument, thence continue along said line North 17 degrees 54 minutes 32 seconds East a distance of 284.47 feet to a concrete monument, thence continue along said line North 84 degrees 32 minutes 16 seconds East a distance of 434.85 feet to a concrete monument, thence continue along said line North 25 degrees 18 minutes 40 seconds East a distance of 784.23 feet to a concrete

NO. 3540

EXHIBIT A

PAGE 14 OF 16

AND

monument, thence continue along said line North 59 degrees 50 minutes 22 seconds East a distance of 911.38 feet to a concrete monument, thence continue along said line North 16 degrees 47 minutes 38 seconds West a distance of 1,286.19 feet to a concrete monument, thence continue along said line North 14 degrees 57 minutes 58 seconds West a distance of 345.64 feet to a concrete monument, thence continue along said line North 07 degrees 34 minutes 16 seconds East a distance of 284.15 feet to a concrete monument, thence continue along said line North 00 degrees 32 minutes 38 seconds West a distance of 410.48 feet to a concrete monument, thence continue along said line South 66 degrees 57 minutes 20 seconds East a distance of 1,109.43 feet to a concrete monument, thence continue along said line South 79 degrees 35 minutes 02 seconds East a distance of 725.53 feet to a concrete monument, thence continue along said line North 38 degrees 19 minutes 20 seconds East a distance of 277.08 feet to a concrete monument, thence continue along said line North 66 degrees 23 minutes 59 seconds East a distance of 468.88 feet to a concrete monument, thence continue along said line North 43 degrees 45 minutes 52 seconds East a distance of 343.31 feet to a concrete monument, thence continue along said line North 52 degrees 16 minutes 31 seconds East a distance of 515.15 feet to a concrete monument, thence continue along said line North 33 degrees 04 minutes 25 seconds East a distance of 538.62 feet to a concrete monument, thence continue along said line North 64 degrees 03 minutes 05 seconds East a distance of 452.03 feet to a concrete monument, thence continue along said line North 07 degrees 53 minutes 23 seconds East a distance of 380.37 feet to a concrete monument, thence continue along said line North 51 degrees 14 minutes 04 seconds East a distance of 512.25 feet to a concrete monument, thence continue along said line North 06 degrees 30 minutes 16 seconds East a distance of 406.48 feet to a concrete monument, thence continue along said line North 15 degrees 00 minutes 08 seconds West a distance of 310.88 feet to a concrete monument, thence continue along said line North 13 degrees 07 minutes 35 seconds East a distance of 298.51 feet to a concrete monument, thence continue along said line North 61 degrees 39 minutes 43 seconds East a distance of 102.36 feet to a concrete monument, thence continue along said line North 02 degrees 13 minutes 46 seconds West a distance of 382.33 feet to a concrete monument, thence North 04 degrees 58 minutes 27 seconds West a distance of 42.76 feet to a concrete monument, thence continue along the East side of said pushed line North 25 degrees 51 minutes 33 seconds West a distance of 363.20 feet to a concrete monument, thence continue along said line North 32 degrees 37 minutes 12 seconds East a distance of 231.41 feet to a concrete monument, thence continue along said line North 04 degrees 34 minutes 29 seconds West a distance of 508.52 feet to a concrete monument, thence continue along said line North 18 degrees 55 minutes 29 seconds East a distance of 247.91 feet to a concrete monument, thence continue along said line North 05 degrees 26 minutes 11 seconds West a distance of 843.45 feet to a concrete monument set on the Northerly line of Section 6, Township 12 South, Range 11 East, Dixie County, Florida and the township line between Township 11 South and Township 12 South (said point being North 89 degrees 35 minutes 39 seconds East and a distance of 1,906.07 feet from an existing concrete monument marking the Northwest corner of Section 6, Township 12 South, Range 11 East), thence North 89 degrees 35 minutes 39 seconds East along the Northerly line of Section 6 and the township line between Township 11 South and Township 12 South a distance of 7,161.73 feet to the Northeast corner of said Section 6, thence South 00 degrees 39 minutes 09 seconds East along the

NO. 3540  
EXHIBIT A  
PAGE 15 OF 16  
Page 29 of 43

AND

Easterly line of Sections 6, 7 and 18, Township 12 South, Range 11 East a distance of 13,960.01 feet to an iron rod set at the approximate Mean High Water Line in the open waters of the Gulf of Mexico and the TERMINUS of said line.

PARCEL "E" IS LOCATED IN THE FOLLOWING:

The above described parcel contains 1,793.6 acres more or less.

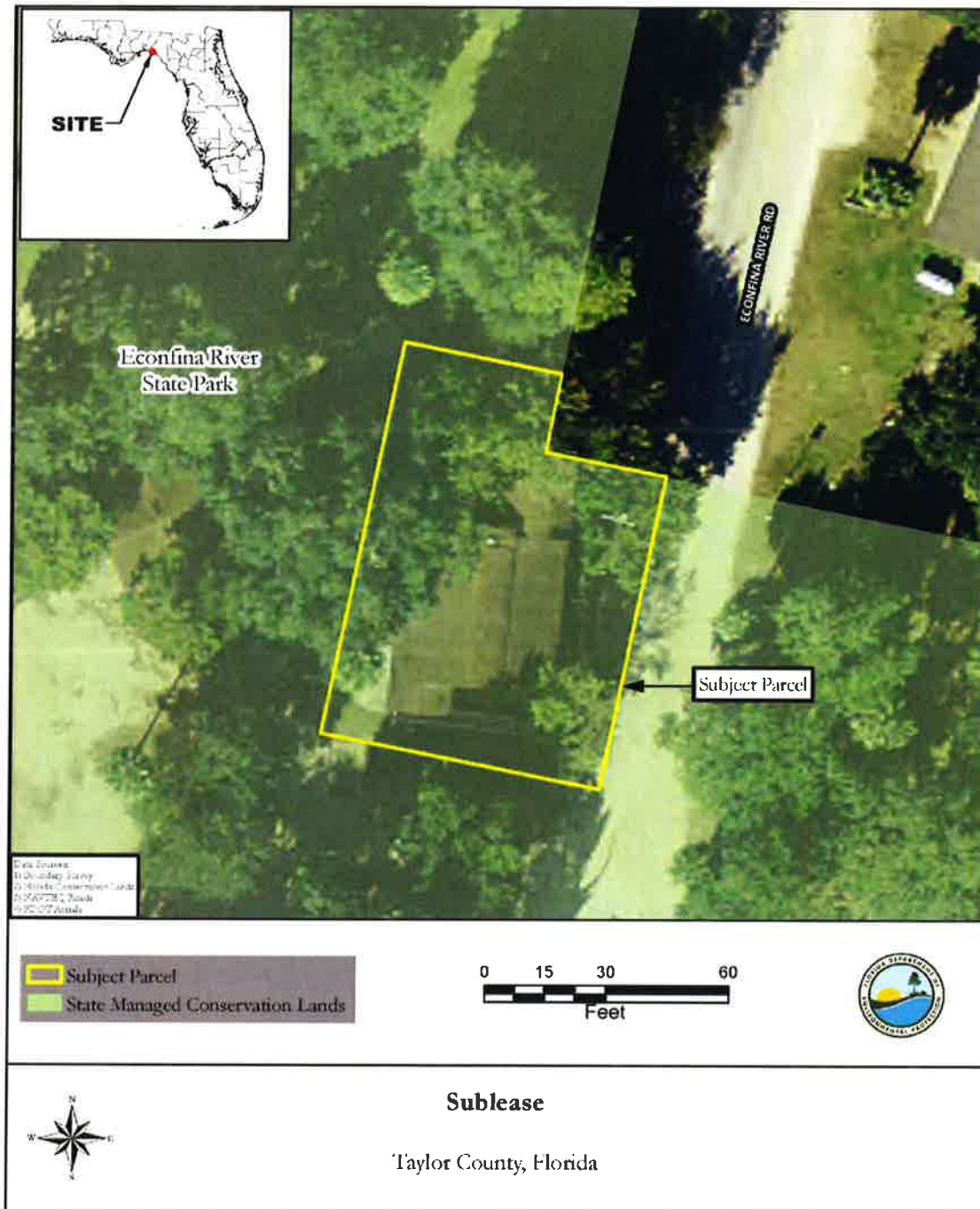
Parcel "E" is located partially in Section 1 and Section 12 and partially in fractional Section 13, Township 12 South, Range 10 East, Dixie County, Florida.

Partially located in Section 6 and all of 7; all of fractional Section 18, Township 12 South, Range 11 East, Dixie County, Florida.

NO. 3540  
EXHIBIT A  
PAGE 16 OF 16



~~EXHIBIT XXX~~



**APPENDIX A**  
**TABLE 1 - ICTB**  
**DEGREE PROGRAMS PLANNED AND PROJECTED ENROLLMENTS**  
**(Annual Unduplicated Headcount\* and FTE\*)**

CIP Code	Program Title	Degree Level	Year 1		Year 2		Year 3		Year 4		Year 5	
			Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE
26.	BIOLOGICAL AND BIOMEDICAL SC	U/G	0	0	0	0	0	0.00	0	0.00	0	0.00
40.05	Chemistry	U/G										
45.02	Anthropology	U/G										
09.0908	Scientific and Technical Communicatio	U/G										
14.08	Civil Engineering											
14.14	Environmental Engineering											
<b>TOTAL</b>			0	0	0	0	0	0.00	0	0.00	0	0.00



# APPENDIX A TABLE 2 - ICTB

## SUMMARY FINANCIAL PROJECTIONS TO FULL IMPLEMENTATION

Fiscal Year Ending June 30	Year 1	Year 2	Year 3	Year 4	Year 5
<b>General Operations Revenues</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Carry Forward from Prior Year	0	0	0	0	0
General Revenue/Lottery					
State Allocations (GR/Lottery)	0	0	0	0	0
Tuition/Tuition Differential and Fees					
Tuition (Matriculation)	0	0	0	0	0
Tuition (Differential, 70% UG Support)	0	0	0	0	0
Out of State Student Tuition Fees	0	0	0	0	0
Research Trust Funds (by title)					
XYZ Trust Fund	0	0	0	0	0
Financial Aid and Academic Related Fees					
Financial Aid	0	0	0	0	0
Tuition (Differential, 30% Financial Aid)	0	0	0	0	0
Out of State Financial Aid	0	0	0	0	0
Student Technology Fee	0	0	0	0	0
Student Distance Learning Fee	0	0	0	0	0
Other Fees (Material/Supply), Facility/Equipment, etc.)			0	0	0
Other Revenues					
In-kind donations	15,000	15,000			
Sponsored Research			45,000	50,000	50,000
Foundation Grants/Cash Contributions	8,000	8,000	8,000	8,000	8,000
<b>Total Revenues</b>	<b>23,000</b>	<b>23,000</b>	<b>53,000</b>	<b>58,000</b>	<b>58,000</b>
<b>General Operations Expenses</b>					
Compensation and Employee Benefits	0	0	0	0	0
Shared Services	0	0	0	0	0
Incremental Shared and/or Contractual Services Costs	0	0	0	0	0
Library Services/e-Collections	0	0	0	0	0
Contractual Services	0	0	0	0	0
Plant Costs and Operating Supplies	0	0	0	0	0
Lease Agreements	8,000	8,000	8,000	8,000	8,000
Financial Aid, Scholarships, Stipends	0	0	0	0	0
Equipment	15,000	15,000	0	0	5,000
List: Donor events					
List:	0	0	0	0	0

Total Expenses	23,000	23,000	8,000	8,000	13,000
Operating Net Revenues Over Expenses	0	0	45,000	50,000	45,000

NOTE: Add Year columns as necessary to cover the period of time needed for full implementation.

Edition 06/23/2014

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STATE UNIVERSITY SYSTEM  
CIP-3 SHORT TERM PROJECT EXPLANATION

GEOGRAPHIC LOCATION: Econfina River State Park, Lamont, Florida  
PROJECT DESCRIPTION/TITLE: ECONFINA RIVER STATE PARK FIELD STATION

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Facility/Space Type	Net Area (NASF)	Net to Gross Conversion	Gross Area (GSF)
Building (fommer restaurant)	2080	1.0	2,080
Surrounding Property	6,534	1.0	6,534
Totals	<u>8,614</u>		<u>8,614</u>
*Apply Unit Cost to total GSF based on primary space type			
Remodeling/Renovation	<input type="text" value="0"/>		<input type="text" value="0"/>

Total Construction - New & Rem./Renov.

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SCHEDULE OF PROJECT COMPONENTS

	EST Funded to Date
Basic Construction Cost	
1. a.Construction Cost (from above)	0
Add'l/Extraordinary Const. Costs	
b.Environmental Impacts/Mitigation	
c.Site Preparation	
d.Landscape/Irrigaiton	
e.Plaza/Walks	
f.Roadway Improvements	
g.Parking 45 spaces	
h.Telecommunication	
i.Electrical Service	
j.Water Distribution	
k.Sanitary Sewer System	
l.Chilled Water System	
m.Storm Water System	
n.Energy Efficient Equipment	
Total Construction Costs	0
2. Other Project Costs	
a.Land/existing facility acquisition	
b.Professional Fees	
c.Fire Marshall Fees	
d.Inspection Services	
e.Insurance Consultant	
f.Surveys & Tests	
g.Permit/Impact/Environmental Fees	
h.Artwork	
i.Moveable Furnishings & Equipment	
j.Project Contingency	

Total - Other Project Costs	0
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ALL COSTS 1+2	0
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Appropriations to Date			Pr
Source	Fiscal Year	Amount	

TOTAL		0
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Edition 06/23/14

## ESTIMATED COSTS

[illegible]

15000	15000	-	-	-	30,000
15000	15000	-	-	-	30,000
object Costs Beyond CIP Period	Source	Fiscal Year	Amount	Total Project In CIP & Beyond	
	TOTAL		-		30,000

ITEM: FFC-2

**UCF BOARD OF TRUSTEES**  
**Finance and Facilities Committee**  
**October 16, 2019**

**Title:** Sublease Agreement with Florida Parks Service

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**Background:**

Representatives of University of Central Florida Coastal, University of Central Florida Foundation, Inc., and the College of Sciences met in January 2019 with representatives of the Florida Division of Recreation and Parks to discuss a partnership between the Florida Park Service (FPS) and the University of Central Florida to provide a facility at Econfina River State Park for coastal research. This facility is a former restaurant that has been vacant for several years but was recently completely renovated to include a new roof, new A/C system, new floors, and new walls.

The facility will provide educational and research opportunities for UCF while providing a benefit to the park. This agreement will give UCF Coastal a facility that will facilitate basic research activities as well as provide an opportunity for multiple departments (Biology, Anthropology, Civil, Environmental & Construction Engineering) to develop one- and two-week field courses that provide UCF students high-impact, research-intensive study opportunities. The FPS will gain a partner who will help maintain the image of the park, provide the park with daily facility maintenance and a presence and security, allow Park Service staff to focus on other projects, and efficiently and effectively utilize empty building space. Importantly, it provides a research and educational component that can involve park visitors and staff with research.

Research efforts will initially be focused in Econfina River State Park and the surrounding areas, addressing biological, hydrological, and archaeological concerns. In addition, other UCF departments have expressed interest in working more broadly in Taylor County, specifically the Departments of Sociology, Political Science, Chemistry, and Civil, Environmental & Construction Engineering. This is envisioned as a long-term relationship designed to better understand the unique qualities and issues relating to Taylor County and specifically Econfina River State Park.

The goal at UCF Coastal is to integrate education, basic research, economics, and policy development associated with the coastal environment, ocean and coastal industry clusters, and related technology development opportunities. UCF Coastal is moving toward building the best interdisciplinary coastal conservation program in the nation with an overarching goal of linking the ecological security of coastal ecosystems with the economic security of coastal communities. Developing world-class coastal research stations such as this proposed acquisition will help achieve that goal.

Charitable contributions will be used to support associated operating fees. Costs in excess of the charitable contributions will be paid by the department using appropriate funds.

**Issues to be Considered:**

This structure was recently completely renovated and only requires the installation of benches and cabinets to accommodate research equipment and students. UCF will be responsible for utility services and costs, facility maintenance, and park grounds.

**Alternatives to Decision:**

Not approve the sublease agreement.

**Fiscal Impact and Source of Funding:**

Electricity costs per calendar year are approximately \$1,600, and water costs are approximately \$500 per year. In addition, UCF will maintain the site. This latter activity will be covered through an arrangement with the Econfina River Community (an adjacent trailer park).

**Recommended Action:**

Approve the sublease agreement.

**Authority for Board of Trustees Action:**

UCF BOT Policy Delegation of Authority to the President – Items requiring specific approval of the Board (3) Contractual obligation of more than five (5) years' duration and an aggregate net value of five million or more dollars, options, renewals, extensions, or amendments thereto, other than grants, contracts, and other agreements for research, sponsored training, clinical trials, patents and licensing, technology transfer, and research compliance.

**Contract Reviewed/Approved by General Counsel:**

Jennifer F. Cerasa, Senior Associate General Counsel

**Committee Chair or Chairman of the Board approval:**

Approved by Chair Alex Martins.

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**Submitted by:**

Misty Shepherd, Interim Vice President for Administrative Affairs and Chief Operating Officer  
Dr. Elizabeth Klonoff, Vice President for Research and Dean of the College of Graduate Studies

**Supporting Documentation:**

Attachment A: Contract Summary Form

**Facilitators/Presenters:**

Jennifer F. Cerasa, Senior Associate General Counsel  
Graham A.J. Worthy, Ph.D., Pegasus Professor, Department Chair and Director of National Center for Integrated Coastal Research



## Attachment A

**Summary of Agreement**

<b>Purpose/Background</b>	<p>In January 2019, a meeting was held with representatives of UCF Coastal, UCF Foundation, Inc. and the UCF College of Sciences along with representatives from the Florida Division of Recreation and Parks under the Florida Department of Environmental Protection. The meeting was to discuss a partnership between the Florida Park Service and University of Central Florida to provide a facility at Econfina River State Park for coastal research. The facility would provide for educational and research opportunities to UCF while providing a benefit to the park.</p> <p>The property is generally located at 4741 Econfina River Road, Lamont, Florida in Taylor County. It is owned by the State of Florida.</p> <p>The purpose of this Sublease is limited to the conservation and protection of natural and historical resources and resource based public outdoor recreation compatibility with the conservation and protection of the property.</p>
<b>Parties</b>	<p>State of Florida Department of Environmental Protection Division of Recreation and Parks ("Sublessor")</p> <p>University of Central Florida Board of Trustees ("Sublessee" or "UCF")</p>
<b>Term</b>	20 years (terminate on March 22, 2039 unless sooner terminated)
<b>Obligations of UCF</b>	UCF has general maintenance obligations, including maintenance and keeping open the public restrooms on the property during the hours of operation for the Econfina River State park. UCF is also responsible for maintaining security presence or volunteer presence on site 24 hours a day. UCF is responsible for maintaining insurance, submitting a Management Plan to the state, providing a Phase 1 if requested by Sublessor, implementing Best Management Practices and identifying any anthropod control districts.
<b>Obligations of other party</b>	Sublessor is required to grant any easements. Any subsublease requires Sublessor prior written approval.
<b>Financial terms</b>	UCF pays for all charges related to utility fees, maintenance of the property (including the cost of keeping the public restrooms open during park hours of operation), taxes and assessments, etc.
<b>Termination rights</b>	Sublessor may terminate if UCF breaches the Sublease and does not cure the breach after 60 days written notice

<b>Additional terms</b>	<p>This Sublease is subject to a master lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida Lease number 3540. This form of Sublease requires is subject to state approval.</p> <p>UCF and Sublessor shall partner together to share knowledge and information which includes, but is not limited to, fire ecology, controlled burns and sea water level rise data.</p> <p>UCF and Sublessor shall partner together to create opportunities to educate the public and students on DRP's Prescribed Fire Program and any other program area that is mutually agreeable.</p>
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<b>Link to agreement</b>	<a href="https://bot.ucf.edu/files/2019/10/Econfina-River-State-Park-Sublease-for-BOT-and-Exhibit-A.pdf">https://bot.ucf.edu/files/2019/10/Econfina-River-State-Park-Sublease-for-BOT-and-Exhibit-A.pdf</a>