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Marjorie Kinnan Rawlings Legal

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT

No. 3241

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 State;

NOW, THEREFORE, this agreement made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, as LESSOR, and 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. The lessor does hereby lease to the lessee the following described premises in the County of Alachua , State of Florida, together with the improvements thereon (if applicable), viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described land for a state historic site and outdoor recreation area, and related uses for a period of Fifty (50) years.

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

3. The lessee shall through its agents and employees prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for a state historic site and outdoor recreation area, and related uses.

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.

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

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

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

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

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

10. This agreement is for the purposes specified herein, and subleases of any nature, excepting utility easements incident to authorized facilities, (Provision 9), are prohibited, unless previously authorized by the lessor.

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

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

IN TESTIMONY WHEREOF, the legally designated agent of the Board of Trustees of the Internal Improvement Trust Fund has hereunto subscribed his name and has caused the official seal of the Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 13th day of December, A. D. 19 82, and the Florida Department of Natural Resources has duly executed same and has affixed its official seal hereunto this 13th day of December, A. D. 1982.

(SEAL)
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND

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

By _____
Executive Director, Department of Natural Resources,
Agent for the Board of Trustees of the Internal Improvement Trust Fund authorized to execute this instrument for and on its behalf pursuant to Section 253.431, Florida Statutes, and resolution recorded in its minutes of April 15, 1980.

(SEAL)
STATE OF FLORIDA
DEPARTMENT OF
NATURAL RESOURCES

STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES

By _____
Executive Director, Department of Natural Resources

APPROVED AS TO
FORM & LEGALITY

DEPARTMENT ATTORNEY

No. 3241 EXHIBIT "A"

That part of the Northeast ¼ of Section 1, Township 12 South, Range 21 East, Alachua County, Florida, being more particularly described as follows:

Commence at an existing 3/4 inch pipe being locally accepted as the Northeast corner of said Section 1 for a point of reference; thence South 89° 06' 11" West along the North line of said Section 1 by locally accepted monumentation, a distance of 1311.99 feet to an intersection with the centerline of State Road No. 325 (said point lies South 00° 11' 05" East, at a distance of 426.54 feet from a Department of Transportation plate marking the Point of Tangent of a curve, Station No. 51+24.25); thence South 00° 11' 05" East along the said centerline, a distance of 660.05 feet to an intersection with the Easterly prolongation of the South line of the T.W. Parker tract, as per description recorded in Official Record Book 884 at page 582 of the public records of said Alachua County; thence South 89° 06' 11" West along the said Easterly prolongation and along the said South line of the Parker tract, which is parallel to and 660.0 feet perpendicular to the said North line of Section 1, a distance of 33.0 feet to a placed Department of Natural Resources concrete monument at an intersection with the Westerly right of way line of said State Road No. 325 and the point of beginning; from said point of beginning proceed South 00° 11' 05" East along the said Westerly right of way line, a distance of 526.52 feet to a placed Department of Natural Resources concrete monument marking the most Northeasterly corner of the Alachua County Lease property, as per a description recorded in Official Record Book 337 at page 254 of the said public records; thence North 79° 06' 35" West along the North line of the said Alachua County Lease property, a distance of 165.04 feet to a placed Department of Natural Resources concrete monument; thence North 46° 25' 35" West along the North line of the said Alachua County Lease property, a distance of 335.03 feet to a placed Department of Natural Resources concrete monument; thence North 83° 02' 35" West along the North line of the said Alachua County Lease property, a distance of 216.61 feet to a placed Department of Natural Resources concrete monument; thence North 80° 05' 05" West along the North line of said Alachua County Lease property, a distance of 435.32 feet to a place Department of Natural Resources concrete monument; thence South 89° 40' 55" West along the North line of the said Alachua County Lease property, a distance of 310.0 feet to a placed Department of Natural Resources concrete monument; thence continue South 89° 40' 55" West along the North line of said Alachua County Lease property, a distance of 67 feet, more or less, to an intersection with the Easterly bank of Cross Creek; thence Northwesterly along the said Easterly bank, a distance of 213 feet, more or less, to an intersection with the Westerly prolongation of the said South line of the T.W. Parker tract; thence North 89° 06' 11" East along the said Westerly prolongation of the Parker tract which is parallel to and 660.0 feet perpendicular to the said North line of Section 1, a distance of 68 feet, more or less, to a placed Department of Natural Resources concrete monument; thence continue North 89° 06' 11" East along the said Westerly prolongation and along the said South line of the Parker tract, which is parallel to and 660.0 feet perpendicular to the North line of Section 1, a distance of 1516.81 feet to a placed Department of Natural Resources concrete monument at an intersection with the said Westerly right of way line and the said point of beginning.

Containing 7.810 Acres, more or less.