

**ORIGINAL**

C-11203

**LEASE AGREEMENT**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS**

**FOR LAND MANAGEMENT SERVICES AT PLATT'S BLUFF, TRACT KR104-004**

This LEASE AGREEMENT ("LEASE") is entered into on January 25, 2001, between "the parties," the South Florida Water Management District, a public corporation of the State of Florida ("the LESSOR"), and Okeechobee County Board of County Commissioners, a political subdivision of the State of Florida ("the LESSEE") for the use and benefit of Okeechobee County.

**WITNESSETH:**

WHEREAS, the LESSOR is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes to include entering into contracts with public agencies, private corporations or other persons; and

WHEREAS, the LESSOR holds title to certain lands and property being utilized by the Okeechobee County for public purposes; and

WHEREAS, the LESSOR, in cooperation with the U.S. Army Corps of Engineers, is presently implementing a Federally authorized project to restore the Kissimmee River to its native state and condition (hereinafter referred to as the "Restoration Project"); and

WHEREAS, the LESSOR desires that public lands within the Platt's Bluff Save Our Rivers project area be leased for use and possession by the LESSEE; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the LESSOR leases the below described premises to the LESSEE subject to the following terms and conditions:

**ARTICLE 1 - PREMISES TO BE LEASED**

- 1.1 **DESCRIPTION OF PREMISES:** The property subject to this LEASE was purchased in October 1986 as part of the Save Our Rivers Program and consists of 20.03 acres, is known as tract number KR104-004, and is depicted in Exhibit

"A." The property is situated in the County of Okeechobee, State of Florida and is more particularly described in Exhibit "B" attached hereto and hereinafter referred to as the "leased premises."

- 1.2 PURPOSE: The LESSEE shall manage the leased premises as part of the Platt's Bluff Park and for purposes authorized in Sections 373.1391 and 373.59, Florida Statutes, along with other related uses necessary for the accomplishment of these purposes, and as designated in the Management Plan required by paragraph 1.5 of this LEASE.
- 1.3 QUIET ENJOYMENT AND RIGHT OF USE: The LESSEE shall have the right of ingress and egress to, from, and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.
- 1.4 AUTHORIZED USES: The District acquired the subject property for implementation of the Kissimmee River Restoration Project ("Restoration Project"). The Restoration Project is a joint project between the LESSOR and the U.S. Army Corps of Engineers that will restore the river's flow to its pre-channelization bed by filling in the C-38 Canal from just below S-65A Locks to the Seaboard Coast Line Railroad. This will restore thousands of acres of marsh and will restore habitat for all animals and plants in the Kissimmee River Corridor. The LESSEE'S use of this property needs shall be consistent, and not interfere, with the LESSOR'S Restoration Project plans in the future. Therefore, all activities conducted on the property shall compliment and not preclude the LESSOR'S implementation of the Restoration Project.

Authorized uses for the purposes of the Lease shall be defined as those management activities that the LESSEE is authorized to perform under the terms and conditions of this LEASE and the approved Management Plan pursuant to paragraph 1.5. The authorized uses shall be consistent with statutory requirements that require the leased premises to be managed and maintained in an environmentally acceptable manner to restore and protect its natural state and condition, including permitting of compatible recreational use. The authorized uses shall at a minimum always include essential site management measures including, but not limited to security, resource protection, public access, and recreational use, habitat management and enhancement of land use control. The LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this LEASE.

- 1.5 MANAGEMENT PLAN: The LESSEE shall manage the leased premises in accordance with the purposes identified in Paragraph 1.2 above. A Management Plan (the "Management Plan") shall be submitted by the LESSEE to the

LESSOR for approval by the LESSOR's Governing Board no later than one (1) year after the date of the LEASE. The parcels shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of the LESSOR until the Management Plan is approved. For the purposes of preparing the Management Plan, the LESSOR will include the LESSEE in the review, development and coordination of the Restoration Project. The activities undertaken in the Management Plan shall compliment and not preclude the planning and implementation of the Restoration Project's authorized uses described in the Management Plan. The approved Management Plan shall provide the basic guidance for all management activities on the parcels 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 parcels except as provided for in the approved Management Plan without the prior written approval of the LESSOR. The Management Plan prepared under this LEASE shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

The LESSEE agrees to prepare a Management Plan that incorporates all relevant information about the project including resource data, access, past and present land uses, public use potential, restoration and management needs, and goals and objectives to guide management actions.

The LESSEE agrees to implement a land maintenance program for the property. The goal of this program is to manage the land in an environmentally acceptable manner and to provide public recreational opportunities that are compatible with natural resources protection. Program components shall include security and resource protection, natural resource management, and general maintenance of improvements and public use facilities.

The LESSEE agrees to develop a public use program that encourages public access of the land for appropriate outdoor recreational activities, consistent with the District's legal interest, preservation and management of the water and environmental resources, and the purpose for which the land was acquired.

- 1.6 RIGHT OF INSPECTION: The LESSOR or its duly authorized agents, upon reasonable notice, shall have the right at any and all times to inspect the leased premises and the works and operations thereon of the LESSEE, in any matter pertinent to this LEASE.
- 1.7 ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this LEASE in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and

historic sites on state owned lands is prohibited unless prior authorization has been obtained from the Division of Historical Resources of the Florida Department of State. The Management Plan prepared pursuant to Section 253.034, Florida Statutes, shall be reviewed by the Division of Historical Resources of the Florida Department of State to ensure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

- 1.8 EASEMENTS: LESSEE is expressly prohibited from granting any easements including, but not limited to, utility easements without the prior written approval of the LESSOR. Any easements or other conveyances not approved in writing by the LESSOR shall be void and without legal effect.
- 1.9 SUBLEASES: Subleases of any nature are prohibited without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect. However, LESSEE may utilize its own contractors to perform work consistent with the Management Plan approved by the LESSOR.
- 1.10 BEST MANAGEMENT PRACTICES: The LESSEE shall implement applicable Best Management Practices for all activities conducted under this LEASE, which have been selected, developed, or approved by the LESSOR or other land management agencies for the protection and enhancement of the leased premises.
- 1.11 MINERAL RIGHTS: The LESSOR agrees not to exercise or permit the exercise of a right of entry over, upon, or across the leased premises or use or permit the use of the surface estate or interest in the leased premises for testing, exploration or development of any natural resources including oil, gas, or minerals, during the term of this LEASE.
- 1.12 UTILITY FEES: The LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water, and other public utilities in connection with the LESSEE's use of the leased premises and for having all utilities turned off when the leased premises are surrendered. The LESSEE shall not be responsible for the payment of charges in connection with work to be performed under the restoration project.
- 1.13 PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs erected in connection with the LESSEE's use of the leased premises, shall be constructed at the expense of the LESSEE in accordance with plans prepared by professional designers and, except for those structures and improvements which are constructed for the Restoration Project or identified in the Management Plan, shall require the prior written approval of

the LESSOR as to purpose, location, and design. Further, with the exception of those activities undertaken for the Restoration Project, or identified in the Management Plan, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of the LESSOR. All buildings, structures, improvements, and signs placed on the leased premises by the LESSEE will remain the property of the LESSEE and may be removed by the LESSEE upon termination of this LEASE, subject to Paragraph 6.2 below.

- 1.14 MAINTENANCE OF IMPROVEMENTS: The LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, meeting applicable building and safety codes in the location situated, keeping the leased premises free of trash or litter 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 LEASE.
- 1.15 PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by the LESSOR. The LESSEE 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 leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of the LESSOR therein.
- 1.16 DAMAGE TO THE PREMISES: The LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. The LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this LEASE, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of the LESSEE's failure to comply with this paragraph, the LESSEE shall,

at its sole cost and expense, promptly commence and diligently pursue any legal required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by the LESSEE's failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. The LESSEE's obligations set forth in this paragraph shall survive the termination or expiration of this LEASE. Nothing herein shall relieve the LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by the LESSEE's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, the LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to the LESSOR, all within the applicable reporting periods of the applicable agencies which LESSEE is legally permitted to pay.

- 1.17 PAYMENT OF TAXES AND ASSESSMENTS: The LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon as a result of LESSEE's use of the leased premises pursuant to this lease, 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. Notwithstanding the foregoing, the LESSOR agrees not to levy any special assessments or taxes on the LESSEE during the LESSEE's use of the leased premises pursuant to this LEASE.

## **ARTICLE 2 - TERM**

- 2.1 The term of this LEASE shall commence on the date of execution and shall continue for a period of twenty five (25) years, unless sooner terminated pursuant to the provisions of this LEASE.
- 2.2 The parties agree that time is of the essence in the performance of each and every obligation under this LEASE.

## **ARTICLE 3 - CONSIDERATION**

- 3.1 The parties agree that their respective obligations will be carried out at no cost to the other party.

- 3.2 Nothing contained in this LEASE shall be construed as obligating the LESSEE to either expend funds or involving any party in a contract or other obligation for the future payment of money in excess of the authorized funding. The LESSEE shall use its best efforts to obtain adequate funding in subsequent fiscal years.

#### ARTICLE 4 - PROJECT MANAGEMENT/NOTICE

- 4.1 The Project Manager for the LESSOR is Jeffrey B. McLemore, at P.O. Box 2033, 205 North Parrott Avenue, Suite 201, Okeechobee, Florida 34973-2033; Phone (863) 462-5260.

The Project Manager for the LESSEE is Darryl Enfinger, 304 NW 2<sup>nd</sup> Street, Okeechobee, FL 34972, phone (863) 763-6950. The parties shall direct all matters arising in connection with the performance of this LEASE, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this LEASE.

- 4.2 All notices, demands, or other communications to the LESSEE under this LEASE shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to:

Mr. George Long  
Okeechobee County Administrator  
304 NW 2<sup>nd</sup> Street  
Okeechobee, FL 34972

All notices to the LESSOR under this LEASE shall be in writing and sent by certified mail, return receipt requested, to:

South Florida Water Management District  
Attn: Director, Land Stewardship Division  
3301 Gun Club Road  
P.O. Box 24680  
West Palm Beach, Florida 33416-4680

The LESSEE shall also provide a copy of all notices to the LESSOR'S Procurement Department. All notices required by this LEASE shall be considered delivered upon receipt. Should either party change its address, written notice of such new address shall promptly be sent to the other party. All correspondence to the LESSOR under this LEASE shall reference the LESSOR'S Contract Number C-11203.

## **ARTICLE 5 - LIABILITY & INSURANCE**

- 5.1 The LESSEE shall bear the sole responsibility for any and all claims for personal injuries or property damage arising from, or incident to, the LESSEE'S use, occupation, and possession of the Property and the facilities located thereon. Nothing in this LEASE is intended or is to be construed as a waiver of sovereign immunity as provided to the parties signatory hereto under Section 768.28, Florida Statutes, or as otherwise provided by law.
- 5.2 The LESSEE assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the LESSEE and the officers, employees, servants, and agents thereof. The LESSEE, as a political subdivision of the State of Florida, represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the LESSEE officers, employees, servants and agents while acting within the scope of their employment with the LESSEE. The LESSEE and the LESSOR further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes, or (4) a waiver of limitation of liability protection as provided in Section 373.1395, Florida Statutes.
- 5.3 The LESSEE shall throughout the term of this LEASE, provide, maintain, and keep in force a program of insurance covering its liabilities as prescribed by Section 768.28 Florida Statutes and to include Worker's Compensation Coverage. In addition, nothing contained herein shall be construed as a waiver of limitations of liability which may be enjoyed by the LESSOR as a landowner providing land to the public for outdoor recreation purposes, as provided in Section 373.1395, Florida Statutes, or any other law providing limitations on claims against the landowner.

## **ARTICLE 6 - TERMINATION/SURRENDER OF PREMISES/REMEDIES**

- 6.1 If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party may give written notice to the other party in default specifying the nature of the deficiency. The party in default shall then have one hundred twenty (120) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct this deficiency within this time, the party defaulted upon may have the option to terminate this Agreement at the expiration of the one hundred twenty (120) day period. Notwithstanding the forgoing, either party may terminate this Agreement upon mutual agreement at any time for convenience upon one hundred twenty (120) days prior written notice to the other



party.

- 6.2 If at some time during the term of this lease, the LESSOR concludes that the property will not be necessary for the completion of the Restoration Project, the LESSOR shall have the option to declare the leased premises surplus and available for sale. In the event LESSOR elects to exercise such option, the LESSOR shall provide notice of One Hundred Twenty (120) calendar days to the LESSEE of its intent to terminate the lease.
- 6.3 Upon expiration or termination of this LEASE, all improvements, including both physical structures and modifications to the leased premises, shall become the property of the LESSOR, except for those improvements which the LESSEE removes at the LESSEE'S expense upon termination of this LEASE. Prior to surrender of all or any part of the leased premises, a representative of the LESSOR shall perform an on-site inspection and the keys to any buildings on the leased premises shall be turned over to the LESSOR. If the leased premises do not meet all conditions as set forth in Article 1 of this LEASE, the LESSEE shall, at its expense, pay all cost(s) necessary to meet the prescribed conditions.
- 6.4 In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

#### **ARTICLE 7 - STANDARDS OF COMPLIANCE**

- 7.1 The laws of the State of Florida shall govern all aspects of this LEASE. In the event it is necessary for either party to initiate legal action regarding this LEASE, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 7.2 The LESSEE shall maintain records and the LESSOR shall have inspection and audit rights as follows:
- A. Maintenance of Records: The LESSEE shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this LEASE including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance under this LEASE.
- B. Examination of Records: The LESSOR or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing

standards all records directly or indirectly related to this LEASE. Such examination may be made only within five (5) years from the date of completing performance under this LEASE and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes: In the event that the LESSOR should become involved in a legal dispute with a third party arising from performance under this LEASE, the LESSEE shall extend the period of maintenance for all records relating to the LEASE until the final disposition of the legal dispute, and all such records shall be made readily available to the LESSOR.

- 7.3 The LESSEE hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this LEASE. The LESSEE shall take all measures necessary to effectuate these assurances.
- 7.4 The LESSEE shall obtain, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this LEASE.
- 7.5 The LESSEE shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the LESSEE assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the LESSEE.

#### **ARTICLE 8 - RELATIONSHIP BETWEEN THE PARTIES**

- 8.1 The LESSEE is an independent contractor and is not an employee or agent of the LESSOR. Nothing in this LEASE shall be interpreted to establish any relationship other than that of an independent contractor, between the LESSOR and the LESSEE, its employees, agents, subcontractors, or assigns, during or after the performance of this LEASE.
- 8.2 The LESSEE shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this LEASE without the prior written consent of the LESSOR. Any attempted assignment in violation of this provision shall be void.
- 8.3 The LESSEE shall not pledge the LESSOR'S credit or make the LESSOR a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

## ARTICLE 9 - GENERAL PROVISIONS

- 9.1 Notwithstanding any provisions of this LEASE to the contrary, the parties shall not be held liable for any failure or delay in the performance of this LEASE that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this LEASE shall otherwise remain in effect. This provision shall not apply if this LEASE specifies that performance by LESSEE is specifically required during the occurrence of any of the events herein mentioned.
- 9.2 In the event any provisions of this LEASE shall conflict, or appear to conflict, the LEASE, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 9.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this LEASE by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this LEASE. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this LEASE specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 9.4 Should any term or provision of this LEASE be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this LEASE, to the extent that the LEASE shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- 9.5 Articles, subsections and other captions contained in this LEASE are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this LEASE or any provisions thereof.
- 9.6 This LEASE is executed in duplicate originals, each of which shall be considered an original for all purposes.
- 9.7 All of the provisions of this LEASE shall be deemed covenants running with the land included in the leased premises, and construed to be "conditions" as well as

IN WITNESS WHEREOF, the parties have caused this LEASE to be executed on the date first above written.

LESSOR:

(Seal)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT,  
BY ITS GOVERNING BOARD

ATTEST:

By: Michael Collins

Print: \_\_\_\_\_

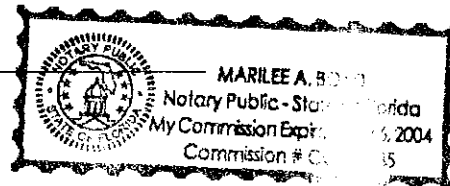
Michael Collins, Chairman

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, this 20 day of February, 2000 by Michael Collins, Chairman of the Governing Board of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation and who is personally known to me.

Marilee A. Boyd  
Notary Public  
Marilee A. Boyd  
Print

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



By: Abby G. Walter  
SFWM District Office of Counsel  
Date: 12-1-00

By: Patrick M. Ryan  
SFWM District Office Procurement  
Date: 11/29/00  
11/30/00

LESSEE:

OKEECHOBEE COUNTY BOARD  
OF COUNTY COMMISSIONERS

By: Cliff Betts  
Chair

Date: January 25, 2001

ATTEST:

By: Sharon Robertson  
SHARON ROBERTSON, Clerk  
Board of County Commissioners

STATE OF FLORIDA, COUNTY OF OKEECHOBEE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January, 2000 by Cliff Betts, Jr., Chairman, Board of County Commissioners, Okeechobee County, Florida, political subdivision of the State of Florida, on behalf thereof, who is personally known to me.

(SEAL)

Debra J. Lewis  
Notary Public

Debra J. Lewis  
Print

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

Approved as to Form and Legality

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

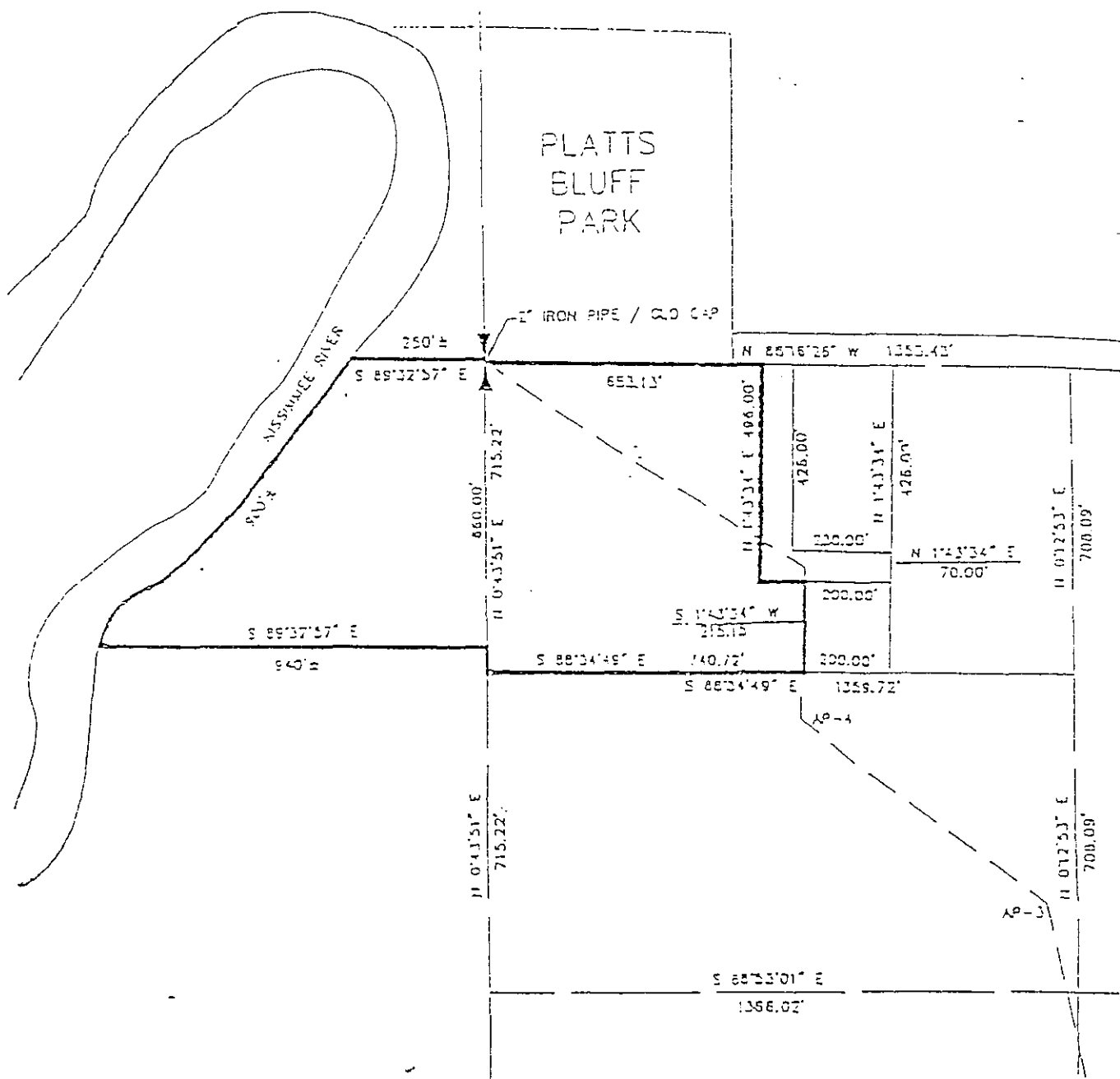
County Attorney



Debra J Lewis

My Commission CC898475

Expires December 28, 2003



NO RTH

#1562

**Exhibit "B"**  
**Tract No. 19-104-004**

Parcel 1

All that part of the North half of the Northwest quarter of the Southwest quarter of Section 36, Township 36 South, Range 33 East, Okeechobee County, Florida, being specifically described as follows:

Beginning at a 2-inch iron pipe with a Government Land Office cap marking the West quarter corner of said Section 36; thence, bear South 88°16'26" East, along the North line of said North half of the Northwest quarter of the Southwest quarter of Section 36, a distance of 653.13 feet to the West line of that certain Right-of-Way Easement as recorded in Official Records Book 262, Page 1906, Okeechobee County, Florida Public Records; thence, South 01°43'34" West, along said West line, a distance of 496.00 feet to the South line of said Right-of-Way Easement; thence, South 88°16'26" East, along said South line a distance of 100.00 feet to the Northwest corner of the lands as described in Official Records Book 187, Page 719, Okeechobee County, Florida Public Records; thence, South 01°43'34" West, along the West line of said lands as described in Official Records Book 187, Page 719, Okeechobee County, Florida Public Records, a distance of 215.15 feet to the South line of said North half of the Northwest quarter of the Southwest quarter of Section 36; thence, North 88°34'49" West, along said South line, a distance of 740.72 feet to the West line of said Section 36; thence, North 00°43'51" East, along said West line, a distance of 715.22 feet to the POINT OF BEGINNING.

Parcel 2

The North 660.00 feet of the South half of Section 35, Township 36 South, Range 33 East, lying East of the Kissimmee River and South of Platts Bluff Park.

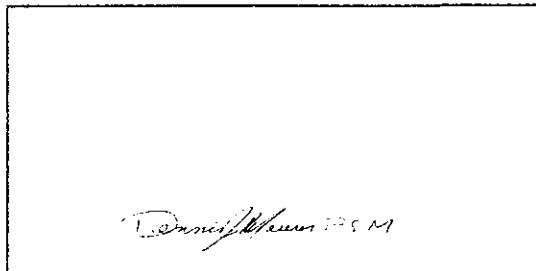
The above described parcels of land contain:

Parcel No. 1: 11.09 Acres, more or less

Parcel No. 2: 8.94 Acres, more or less

Total            20.03 Acres, more or less

R:\Legals\104-004.lgl  
December 5, 2000



#1562