

**DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
SUBLEASE AGREEMENT**

THIS SUBLEASE AGREEMENT is entered into this 12th day of May, 19 97, by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, OF THE STATE OF FLORIDA, hereinafter referred to as "SUBLESSOR", and the, BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY 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 (Trustees) and is currently managed by Sublessor as part of Cary State Forest under Lease Number 2346 with the right and authority to grant this Sublease. Copy of the Lease is attached hereto as Exhibit "B".
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease agreement is situated in the County of Nassau, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. **SUBLEASE TERM:** The term of this sublease shall be for a period of fifty (50) years commencing upon execution of this agreement by both parties, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE:** Sublessee shall manage the subleased premises only for the establishment and operation of a public purpose community center and recreational facility for youth activities.
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 for full quiet enjoyment by said Sublessee of the rights conveyed herein.
6. **ASSIGNMENT OR SUB-SUBLEASE:** This sublease shall not be assigned or sub-subleased in whole or in part without the prior written consent of the Trustees and Sublessor. Any assignment or sub-sublease made either in whole or in part without the prior written consent of the Trustees and Sublessor shall be void and without legal effect.
7. **RIGHT OF INSPECTION:** The Trustees and Sublessor or their duly authorized agents, representatives or employees shall have the right at any and all reasonable times to inspect the subleased premises and the works and operations thereon of Sublessee in any matter pertaining to this sublease.
8. **MANAGEMENT PLAN AND PLACEMENT AND REMOVAL OF EQUIPMENT:** Sublessee shall submit to Sublessor for review and approval, within one (1) year from execution of this sublease, in accordance with Section 253.034, Florida Statutes, and Chapters 18-2 and 18-4, Florida Administrative Code, a detailed Management Plan that will describe the management activities that the Sublessee plans to implement or initiate during the first five (5) years of this sublease. Sublessee shall submit a new management plan every five years thereafter.

Sublessor shall review the Management Plan and provide notification of its approval within sixty days (60) from the submission by the Sublessee of the Management Plan. If the Management Plan is determined to be deficient, Sublessor shall return the plan to Sublessee for correction within sixty (60) days. Sublessee shall, within thirty (30) days, return a corrected

plan to Sublessor or shall meet with Sublessor to resolve any deficiencies in the plan. Sublessor shall not arbitrarily deny Sublessee's plan.

All buildings, structures, improvements and signs shall be constructed at the expense of Sublessee in accordance with the Management Plan and applicable codes. No asbestos containing materials will be used in any construction. Removable equipment and removable improvements placed on the subleased premises by Sublessee which do not become a permanent part of the subleased premises will remain the property of Sublessee and may be removed by Sublessee upon termination of this sublease.

**9. INSURANCE:**

(A) Sublessee hereto agrees to maintain and keep in force, during the term hereof, all Worker's Compensation and Employer's Liability Insurance required under applicable Worker's Compensation Acts.

(B) Sublessee, notwithstanding Paragraph (A) above, due to the extensive number of locations which it and its related entities occupy and the resultant spreading of risks, may desire to self insure and/or assume the risk of loss and liabilities on many risks, either through deductibles or straight self insurance. Sublessor agrees that Sublessee may be a self insurer so long as the matters self insured hereunder are so self insured in a manner customary for similar locations in Sublessee's program of insurance. Sublessee agrees, subject to the provisions of Florida Statutes 768.28, to pay the amount of any such deductibles or self insurance to the party or parties entitled to the proceeds of insurance pursuant to the provisions hereof.

**10. 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 thereof, including any and all drainage and special assessments or taxes of every kind and all mechanics' or materialmen's liens which may be hereafter lawfully assessed and levied against the subleased premises.

**11. 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 or any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing and signed by Sublessor.

**12. TIME:** Time is expressly declared to be of the essence for this sublease.

**13. UTILITY FEES:** Sublessee shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

**14. MINERAL RIGHTS:** This sublease does not cover petroleum or petroleum products or minerals and does not give the right to Sublessee to drill for or develop the same. Nothing herein shall prevent sublessee from developing a well on the subleased premises for potable water.

**15. RIGHT OF AUDIT:** Sublessee shall make available to the Trustees and Sublessor all financial and other records relating to this sublease, and Sublessor and/or the Trustees 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 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 the provisions of Chapter 119, Florida Statutes.

**16. CONDITION OF PROPERTY:** Sublessor shall have no liability or obligation and assumes none to Sublessee and makes no representations with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by Sublessor to Sublessee in an "as is" condition with Sublessor having and assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of Sublessee.

**17. 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: Department of Agriculture and Consumer Services  
Division of Forestry, Forest Management Bureau  
3125 Conner Boulevard  
Tallahassee, Florida 32399-1650

Sublessee: Board of County Commissioners  
Nassau County  
Post Office Box 1010  
Fernandina Beach, Florida 32035-1010

18. **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 (60) days of such notice. In the event Sublessee fails to remedy the breach to the satisfaction of Sublessor within sixty (60) 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 and attorneys' fees, or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon Sublessor.

19. **DAMAGE TO PREMISES:**

(A) Sublessee shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof.

(B) 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 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 statutes, law, ordinance, code, rule, regulation, order or decree regulating, related 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 Florida Statutes, Chapter 376 and Chapter 403 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 leased 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 leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. Lessee's obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon Sublessee's obligations regarding indemnification and payment of costs, nor upon any other obligations or responsibilities of Sublessee as set forth herein. 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 period of the applicable agency.

20. **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, Sublessee shall give written notification to Sublessor at least six (6) months prior to the release of any or all 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 Sublessor through execution of a release of sublease instrument 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 of the subleased premises, with the exception of those improvements noted under paragraph eight, shall become the property of the Trustees and Sublessor, unless Sublessor gives written notice to 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 building on the subleased premises shall be turned over to Sublessor. If the subleased premises do not meet all conditions as set forth in this Sublease Agreement, Sublessee shall, at its expense, pay all costs necessary to meet the prescribed conditions.

21. **TRIPPLICATE ORIGINALS:** This sublease is executed in triplicate originals each of which shall be considered an original for all purposes.

22. **SOVEREIGNTY SUBMERGED LANDS:** This sublease does not authorize any use of lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.

23. **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.

24. **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.

25. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

26. **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.

27. **EASEMENTS:** All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the Sublessor. Any easement not approved in writing by the Sublessor shall be void and without legal effect.

28. **MAINTENANCE OF IMPROVEMENTS:** 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, maintaining the planned improvements, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated 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. Sublessee shall provide proper garbage and trash removal for its premises on a regular basis.

29. **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.

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

31. **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.

32. **ADMINISTRATIVE FEE:** Sublessee shall pay Trustees an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days of receipt of an invoice from the Division of State Lands, agent for the Trustees, and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable upon receipt of an invoice from the Division of State Lands.

33. **TIMBER REMOVAL:** Sublessor reserves the right to remove any merchantable timber that will not be retained as part of the site landscaping or that must be removed as part of site construction and development. Sublessee shall coordinate with Sublessor to provide adequate time to arrange for the sale and removal of timber.

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

(A) ASBESTOS-CONTAINING MATERIAL: Sublessor represents that a Building Asbestos Survey has not been conducted as there are no buildings currently located upon the subleased premises.

(B) As a condition of this sublease, sublessee agrees to abide by and comply with the attached Interlocal Agreement identified as Exhibit "C".

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

Ben C. Brown

Witness

Ben C. Brown

Print Name

Susie P. Burch

Witness

Susie P. Burch

Print Name

STATE OF FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER SERVICES

Mike Gresham

Mike Gresham, Director  
Division of Administration

State of Florida

County of Leon

The foregoing instrument was acknowledged before me this 5th day of May,  
19 97, by Mike Gresham, Director, Division of Administration, Department of Agriculture and Consumer Services, who  
is personally known to me and who did not take an oath.



Karen A. Meyer  
MY COMMISSION # CC588277 EXPIRES  
October 20, 2000  
BONDED THRU TROY FAIN INSURANCE, INC.

NOTARY PUBLIC:

Sign: Karen A. Meyer (SEAL)

Print Name: KAREN A. MEYER

Title or Rank: \_\_\_\_\_

Serial/Commission Number: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

MARGIE J. ARMSTRONG  
Notary Public, State of Florida  
My Comm. expires Nov. 5, 1999  
Comm. No. CC 503215



My Commission Expires:

Sign: Margie J. Armstrong  
Print Name: Margie J. Armstrong  
Title or Rank: \_\_\_\_\_  
Serial/Commission Number: \_\_\_\_\_

NOTARY PUBLIC:

The foregoing instrument was acknowledged before me this 10th day of May, 1997, by John A. Crawford, Chairman, Board of County Commissioners, Nassau County, State of Florida, who is personally known to me and who has or has not taken an oath.

State of Florida  
County of Nassau

BOARD OF COUNTY COMMISSIONERS,  
NASSAU COUNTY, FLORIDA  
His Chairman or Vice Chairman [Signature]  
Approved as to form by the  
Nassau County Attorney [Signature]  
Michael S. Mullin

ATTEST:  
Witness [Signature]  
J. M. Oxley, Jr.  
Ex-Officio Clerk  
Print Name \_\_\_\_\_  
Witness [Signature]  
Joan M. Gagnon  
Deputy Clerk  
Print Name \_\_\_\_\_

## EXHIBIT "A"

### Legal Description

Lots 24, 25, 28 and 29, and part of 7th Street and part of Orange Street, of the plat "Bryceville" recorded in Plat Book "O", Page 43 of the Public Records of Nassau County, Florida, being more particularly described as follows;

Commence at the Southeast corner of Section 19, Township 1 South, Range 24 East, of said Nassau County; thence North  $00^{\circ}04'39''$  West, 80.00 feet, along the East line of said Section 19, to the North Right-of-Way line of Motes Road (an 80-foot Right-of-Way); thence the following 2 courses along said North Right-of-Way line: (1) South  $89^{\circ}55'21''$  West, 114.21 feet, to the Point of Beginning; thence continue South  $89^{\circ}55'21''$  West, 495.76 feet to the Southeast corner of those lands described in Official Records Volume 161, Page 590 of the Public Records of said Nassau County; thence the following 2 courses around the perimeter of said described lands: (1) North  $12^{\circ}56'16''$  East, 206.75 feet; (2) thence South  $85^{\circ}56'02''$  West, 210.06 feet to the East Right-of-Way line of U.S. Highway No. 301 (State Road No. 13, a 200 foot Right-of-Way) and a point on a curve, concave northwesterly, having a radius of 26,538.358 feet; thence northeasterly, around said curve to the left, through a central angle of  $00^{\circ}26'50''$ , a chord bearing and distance of North  $17^{\circ}08'48''$  East, 207.14 feet; thence North  $89^{\circ}49'34''$  East, 597.90 feet; thence South  $00^{\circ}04'39''$  East, 396.67 feet to the Point of Beginning. Containing 5.00 acres or 217,800 square feet, more or less.

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND  
OF THE STATE OF FLORIDA

## LEASE AGREEMENT

No. 2346

WHEREAS, the Trustees of the Internal Improvement Fund of the State of Florida, by virtue of Chapter 67-269 as amended by Chapter 67-2236, Laws of Florida, hold title to certain lands and property presently being utilized by the Florida Board of Forestry for forestry, recreational and administrative purposes; and

WHEREAS, the Trustees of the Internal Improvement Fund of the State of Florida, as directed by Section 253.03(2), Florida Statutes, desire to enter into a lease agreement with the Florida Board of Forestry to permit and confirm certain uses of and activities on the lands and property hereinafter described for the purpose of developing, operating and maintaining said lands and property in accordance with all of the provisions incorporated under Chapter 589, Florida Statutes;

NOW, THEREFORE, this agreement made between the Trustees of the Internal Improvement Fund of the State of Florida, as lessors, and the Florida Board of Forestry, as lessee,

## WITNESSETH:

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

1. The lessors do hereby lease to the lessee the following described property:

- ✓ Blackwater River State Forest
- ✓ Cary State Forest
- ✓ Chiefland Nursery
- ✓ Olustee Nursery
- ✓ Pine Log State Forest
- ✓ IT-19 Majette Towersite
- ✓ IT-28 District 1 Headquarters

*Earl Faircloth* 1965  
APPROVED AS TO FORM AND LEGALITY  
EARL FAIRCLOTH, Attorney General

BY *JKB*  
Asst Attorney General

This document was prepared and  
approved by the Florida Board of  
Forestry, and is hereby approved  
and authorized by the Attorney General  
of the State of Florida, whose address  
is the Capitol, Tallahassee, Florida.

✓IT-34 Vicksburg Towersite  
✓IT-37 West Bay Towersite  
✓IT-41 Youngstown Towersite  
✓IT-16 Hanna Towersite  
✓IT-4 Calhoun County Headquarters  
✓IT-32 Smith Towersite  
✓IT-29 Philpot Towersite  
✓IT-35 Walnut Hill Towersite  
✓IT-33 Gulf County Headquarters  
✓IT-38 Wettpo Towersite  
✓IT-20 Jackson County Headquarters Site  
✓IT-6 Campbellton Towersite  
✓IT-10 Compass Lake Towersite  
✓IT-15 Grand Ridge Towersite  
✓IT-3 Bascom Towersite  
✓IT-11 Okaloosa County Headquarters  
✓IT-26 Pace Towersite  
✓IT-1 Allen Towersite  
✓IT-2 Walton County Headquarters Site  
✓IT-22 Mossy Head Towersite  
✓IT-17 Jackson Still Towersite  
✓IT-14 Five Points Towersite  
✓IT-36 Wausau Towersite  
✓IT-14 Hines Towersite  
✓IT-15 Holly Hill Towersite  
✓IT-30 Sunnyvale Towersite  
✓IT-36 Dixie County Headquarters Site  
✓IT-9 East Bay Towersite  
✓IT-26 Quincy Chapter RFA Forest (Old Midway Site)  
✓IT-40 Wacissa Towersite  
✓IT-27 Jefferson County Headquarters  
✓IT-48 Lafayette County Headquarters Site  
✓IT-34 Scott Towersite  
✓IT-39 Leon County and District 2 Headquarters  
✓IT-43 Leon School Forest  
✓IT-22 Madison County Headquarters  
✓IT-11 Gibson Towersite  
✓IT-21 Lovett Towersite  
✓IT-2 Aulla Towersite  
✓IT-20 Mill Creek Towersite  
✓IT-37 Sinclair Towersite  
✓IT-41 Suwannee County Headquarters  
✓IT-44 Rocky Hill Towersite  
✓IT-29 Taylor County Headquarters  
✓IT-4 Cabbage Grove Towersite  
✓IT-10 Foley Towersite  
✓IT-12 Hampton Springs Towersite — REMOVED 4/29/91  
✓IT-19 Huxford Towersite  
✓IT-24 McCain Towersite  
✓IT-33 Salem Towersite  
✓IT-35 Secotan Towersite  
✓IT-28 Newport Towersite  
✓IT-33 Archer Towersite  
✓IT-36 Alachua County Headquarters Site  
✓IT-37 Hawthorne Towersite  
✓IT-39 LaCrosse Towersite  
✓IT-23 Baker County Headquarters Site  
✓IT-21 Eddy Towersite  
✓IT-26 Santa Fe Towersite  
✓IT-20 Louis Hill Towersite  
✓IT-4 Black Creek Towersite

✓3T-27 Clay County Headquarters Site  
✓3T-18 Keystone Heights Towersite  
✓3T-28 Sun Garden Towersite  
✓3T-3 Benton Towersite  
✓3T-19 District 3 and Columbia County Headquarters Site  
✓3T-22 O'Leon Towersite  
✓3T-25 Rose Creek Towersite  
✓3T-10 Duval County Headquarters Site  
✓3T-14 Southside Towersite  
✓3T-17 Jax Heights Towersite  
✓3T-29 Tisonia Towersite  
✓3T-34 Bell Towersite  
✓3T-1 Alapaha Towersite  
✓3T-6 Bullock Towersite  
✓3T-7 Christie Towersite  
✓3T-9 Dahoma Towersite  
✓3T-31 Yulee Towersite  
✓3T-38 Putnam County Headquarters Site  
✓3T-41 San Mateo Towersite  
✓3T-2 St. Johns County Headquarters Site  
✓3T-11 DuPont Towersite  
✓3T-12 Durbin Towersite  
✓3T-30 Union County Headquarters Site  
✓4T-34 Flagler County Headquarters  
✓4T-26 Relay Towersite  
✓4T-36 Weekiwachee Towersite  
✓4T-38 Hernando County Headquarters Site  
✓4T-16 Groveland Towersite  
✓4T-18 Lake County Headquarters  
✓4T-33 Levy County Headquarters Site  
✓4T-17 Lebanon Towersite  
✓4T-31 Cedar Key Towersite  
✓4T-35 Wekiva Towersite  
✓4T-30 Shady Towersite  
✓4T-11 Ft. McCoy Towersite  
✓4T-3 Avalon Towersite  
✓4T-24 Orange County Headquarters Site  
✓4T-25 Plymouth Towersite  
✓4T-19 Seminole County Headquarters Site  
✓4T-28 Oveido Towersite  
✓4T-39 Sumter County Headquarters  
✓4T-40 Wildwood Towersite  
✓4T-2 Ashby Towersite  
✓4T-7 Volusia County Headquarters Site  
✓4T-23 Orange City Towersite  
✓4T-29 Seville Towersite  
✓4T-32 Tomoka Towersite  
✓5T-25 Highlands County Headquarters  
✓5T-28 Archbold Towersite  
✓5T-2 Brown Towersite  
✓5T-8 Hamner Towersite  
✓5T-23 Hillsborough County Headquarters Site  
✓5T-10 Hurrah Towersite  
✓5T-24 Indian River Headquarters Site  
✓5T-14 Manasota Towersite  
✓5T-34 Bliss Towersite  
✓5T-5 Pinellas County Headquarters  
✓5T-19 Bayou Towersite  
✓5T-31 District 5 Headquarters Site  
✓5T-17 Pierce Towersite  
✓5T-41 Frostproof Towersite

- ✓5T-44 Indian Lake Towersite
- ✓5T-35 Venetia Towersite
- ✓6T-5 Frizzell Towersite
- ✓6T-16 Collier County Headquarters
- ✓6T-14 Dade County Headquarters
- ✓6T-6 Ft. Myers Headquarters Site

2. It is understood and agreed by the parties that the purpose of this lease is to place possession, use and occupancy of all such property in the Florida Board of Forestry, pursuant to the intent and authority of Chapter 67-269 as amended by Chapter 67-2236, Laws of Florida, and the description or descriptions thereof contained in all deeds vesting title thereto in the Trustees of the Internal Improvement Fund of the State of Florida are incorporated herein by reference as though set out in detail.

TO HAVE AND TO HOLD the above described land for a period of Ninety-nine (99) years from the date hereof, for the purposes of developing, improving, operating, maintaining and otherwise managing said land for forestry, recreational and related purposes.

3. 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.

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

5. The lessee shall have the right to enter into further agreements or to sub-lease all and any part of the within land, so long as the agreement and/or sub-lease is within the authority of the lessee granted under Section 589.011(3), Florida Statutes. (1)

6. The lessors or their 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.

7. Any inequities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

8. This agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

IN TESTIMONY WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto set their hands and seal at Tallahassee, Florida, this 22<sup>nd</sup> day of November, 19 68, and the Florida Board of Forestry, an agency of the State of Florida, has duly executed the same by

Its authorized agent this 5<sup>th</sup> day of November, 1908.

TRUSTEES OF THE INTERNAL IMPROVEMENT  
FUND OF THE STATE OF FLORIDA

*Charles D. Smith*  
Governor

*Sam A. Hunt*  
Secretary of State

*Earl Faircloth*  
Attorney General

*Frank J. McLaughlin*  
Comptroller

*Marshall Williams*  
Treasurer

*Robert H. Hunter*  
Superintendent of Public Instruction

*Boyd Brown*  
Commissioner of Agriculture

As and constituting the Trustees of  
the Internal Improvement Fund of the  
State of Florida

FLORIDA BOARD OF FORESTRY

By *John T. Thompson*  
President

Secretary

ATTEST:

FLORIDA BOARD  
OF FORESTRY



FILED 9:04 A.M.  
IN GADSDEN COUNTY, FLORIDA  
REG. NO. 82882  
RECORDED IN O.K. BOOK 233  
PAGE 165 AND VERIFIED  
WVAYE HANNAH, CLERK  
By *WVAYE HANNAH*  
Deputy Clerk

EXHIBIT  
C

8676

FDACS Contract  
Number 3676INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into by and between the Nassau County Board of County Commissioners, hereinafter referred to as "County"; and the Florida Department of Agriculture and Consumer Services, hereinafter referred to as "Department".

## W I T N E S S E T H

WHEREAS, the County and the Department desire to enter into an agreement for the sublease of property located at the Cary State Forest located in Bryceville, Florida.

NOW, THEREFORE, for and in consideration of the mutual benefits to each other, the County and the Department agree as follows:

1. The Department shall prepare a sublease agreement and forward same to the county for the county's execution, said property which is more particularly described in the attached Exhibit "A" for a fifty year period; and

2. The parties agree, that upon the joint execution of the interlocal agreement, the county may proceed with whatever plans are necessary to commence construction of the recreational facilities; and

3. The leased land shall be used solely for the purpose of a public purpose community center and recreational facilities for youth activities; and

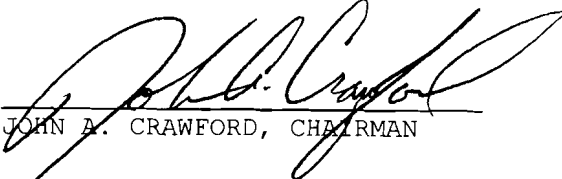
4. The County agrees to vacate all existing public rights of way located in the Cary State Forest; and

5. The County agrees to furnish the Department with road materials amortized over a four year period to be used for road improvements on the roadways within Cary State Forest in an amount equal to the appraised value of the land, appraised by an appraiser approved by the Bureau of Appraisal, Department of Environmental Protection.

6. The Department shall be granted authority to utilize the community center and other existing facilities on a space available basis at no charge.

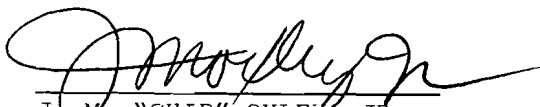
IN WITNESS WHEREOF, the parties have caused this interlocal agreement to be executed for the uses and purposes set forth therein.

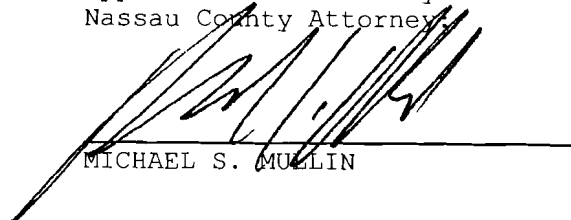
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
JOHN A. CRAWFORD, CHAIRMAN

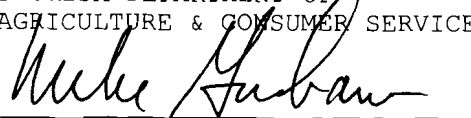
ATTEST:

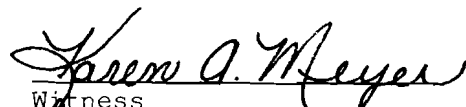
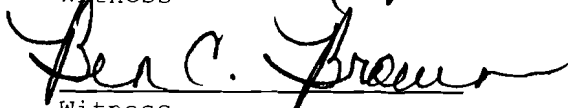
Approved as to form by the  
Nassau County Attorney

  
J. M. "CHIP" OXLEY, JR.  
Its: Ex-Officio Clerk

  
MICHAEL S. MULLIN

FLORIDA DEPARTMENT OF  
AGRICULTURE & CONSUMER SERVICES

  
Mike Gresham, Director  
Division of Administration

  
Witness  
  
Witness

## EXHIBIT "A"

### Legal Description

Lots 24, 25, 28 and 29, and part of 7th Street and part of Orange Street, of the plat "Bryceville" recorded in Plat Book "O", Page 43 of the Public Records of Nassau County, Florida, being more particularly described as follows;

Commence at the Southeast corner of Section 19, Township 1 South, Range 24 East, of said Nassau County; thence North  $00^{\circ}04'39''$  West, 80.00 feet, along the East line of said Section 19, to the North Right-of-Way line of Motes Road (an 80-foot Right-of-Way); thence the following 2 courses along said North Right-of-Way line: (1) South  $89^{\circ}55'21''$  West, 114.21 feet, to the Point of Beginning; thence continue South  $89^{\circ}55'21''$  West, 495.76 feet to the Southeast corner of those lands described in Official Records Volume 161, Page 590 of the Public Records of said Nassau County; thence the following 2 courses around the perimeter of said described lands: (1) North  $12^{\circ}56'16''$  East, 206.75 feet; (2) thence South  $85^{\circ}56'02''$  West, 210.06 feet to the East Right-of-Way line of U.S. Highway No. 301 (State Road No. 13, a 200 foot Right-of-Way) and a point on a curve, concave northwesterly, having a radius of 26,538.358 feet; thence northeasterly, around said curve to the left, through a central angle of  $00^{\circ}26'50''$ , a chord bearing and distance of North  $17^{\circ}08'48''$  East, 207.14 feet; thence North  $89^{\circ}49'34''$  East, 597.90 feet; thence South  $00^{\circ}04'39''$  East, 396.67 feet to the Point of Beginning. Containing 5.00 acres or 217,800 square feet, more or less.

## MANAGEMENT PLAN

### BRYCEVILLE COMMUNITY PARK

This management plan is provided according to requirements of S 253.034, Florida Statutes and was prepared utilizing guidelines outlined in S 18-4.007 Florida Administrative Code.

#### A. COMMON NAME OF THE PROPERTY

Bryceville Community Park

#### B. MAP, LOCATION, BOUNDARIES AND PLANNED IMPROVEMENTS

The property is situated in Nassau County and is identified on the attached map (Exhibit 1). One structure, consisting of a community recreation center is planned for completion in September of 1998. Two T-Ball fields are scheduled to be constructed in the Summer of 1997 (Exhibit 2).

#### C. LEGAL DESCRIPTION AND ACREAGE

The tract consists of 5 acres and is located in Section 19, Township 1 South, Range 24 East (Exhibit 3).

#### D. THE DEGREE OF TITLE INTEREST HELD BY THE BOARD, INCLUDING RESERVATIONS AND ENCUMBERANCE

The Board of Trustees of the Internal Improvement Trust Fund holds Fee Simple Title to all 5 acres of the Bryceville Community Park with no reservations or encumbrances. The Florida Department of Agriculture and Consumer Services, Division of Forestry maintains Lease Agreement Number 3687 for the entire 3,413.5 acres of the Cary State Forest, of which Bryceville Community Park is a part. A Sublease Agreement (FDACS Contract Number 3676) is maintained by the Nassau County Board of Commissioners for the 5 acre parcel known as the Bryceville Community Park (Exhibit 4).

#### E. LAND ACQUISITION PROGRAM UNDER WHICH PROPERTY WAS ACQUIRED

The Land Management Advisory Council of the Internal Improvement Trust Fund approved a 50 year Sublease of the 5 acre parcel mentioned above, on September 24, 1996. The terms of the Sublease and supporting Inter-local agreement between the Nassau County Board of County Commissioners and the Florida Department of Agriculture and Consumer Services, Division of Forestry, include: Provision of road materials to be solely utilized in the Cary State Forest equal to the assessed value of the 5

acre parcel and vacating any existent unestablished rights -of-way in the Cary State Forest. In order to ensure timely placement of materials which will coincide with the Division of Forestry work plans, the road materials will be delivered within a 4 year period. Vacating of rights-of-way will occur as soon as legally possible (Exhibit 5).

F. DESIGNATED SINGLE-USE OR MULTIPLE-USE, INCLUDING MANAGING AGENCIES

The Bryceville Community Park will be managed under a single use concept. The primary purpose of which are recreational and community activities.

G. PROXIMITY TO OTHER PUBLIC RESOURCES

The Bryceville Community Park is located 27 miles due South of the Ralph E. Simmons State Forest and 15 miles due North of the Jennings State Forest.

H. AQUATIC PRESERVES AND AREAS OF CRITICAL STATE CONCERN

The Property is not within aquatic preserve nor a designated area of critical state concern. The nearest aquatic preserves are the Nassau/St. Mary's Aquatic Preserves established in 1966 by the Legislature of Florida, and the Timicuan Ecological Preserve located in Duval County.

I. RENEWABLE AND NON-RENEWABLE RESOURCES

1. Soil Types

The 5 acre tract consists entirely of flatwoods with an elevation of approximately 72 feet above sea level. The predominant soil associates are Leon, Boulogne, and Kingsferry (Exhibit 6). These soil associates consist of nearly level, poorly drained soils that are sandy throughout in low positions of the landscape.

2. Archeological and Historical Resources

According to the Florida Department of State, Division of Historical Resources (DHR), no archeological or historical sites are recorded within this tract. However, they did indicate that the occurrence of such sites may be possible. The DHR will be contacted before any significant ground disturbances are initiated according to their required procedures (Exhibit 7).

3. Water Resources

There are no creeks, streams, ponds, or swamps located in the Bryceville Community Park. Additionally, there are no water bodies designated as "Outstanding Florida Waters." No wetlands have been found in the park (Exhibit 8).

#### 4. Fish and Wildlife Resources

The area supports a diversity of wildlife species. Those species present and their relative abundance are listed below.

<u>SPECIES</u>	<u>ABUNDANCE</u>
Deer	Medium
Turkey	Medium
Quail	Low
Squirrel	Low
Feral Swine	Low
Reptiles	Medium
Amphibians	Medium
Non-Game Birds	Medium
Other Mammals	Medium

It should be noted that a small parcel such as the one in question will be insufficient to maintain many of the species mentioned above. Such species however, are endemic to the area and as such, are worthy of mention.

#### 5. Endangered or Threatened Species

There are several rare, threatened or endangered species which could be found in the area. They are Southern milkweed, Hartwrightia, Chaffseed, Spotted Turtle, Canebrake Rattlesnake, Eastern Indigo Snake, and Red Cockaded Woodpecker (Exhibit 9).

#### 6. Beaches and Dunes

None Present.

#### 7. Swamps, Marshes, and Other Wetlands

None Present.

#### 8. Mineral Resources

No estimate of quantity or quality is available.

#### 9. Unique Natural Features

There are no unique natural features within the 5 acre parcel.

10. Outstanding Native Landscapes

None present.

J. PLANS FOR LOCATING UNKNOWN RESOURCES, ETC.

The Division of Historical Resources in the Department of State will be contacted prior to any significant ground disturbing activities.

Additionally, Nassau County personnel will remain alert for any environmentally significant resources and protective action will be taken as necessary.

K. RESOURCES LISTED IN NATURAL AREAS INVENTORY

The Florida Natural Areas Inventory lists Picoides borealis, (Red-Cockaded Woodpecker), as occurring in the adjacent Cary State Forest.

Other special animals and plants probably occur on the site. Potential species include: Southern Milkweed, Chaffseed, Spotted Turtle, Hartwrightia, Canebrake Rattlesnake, and Eastern Indigo Snake.

L. PAST USES

The 5 acre parcel known as the Bryceville Community Park has been predominantly used as part of a larger forest management program.

In 1995, one acre of the subject parcel was cleared and a helicopter pad was installed. The helicopter pad is often utilized to facilitate emergency medical airlift activities and serves to provide emergency air ingress/egress capability in the event of emergency or exigency. The helicopter pad is also available for use by the Division of Forestry.

M. EXISTING AND PLANNED USES

The Bryceville Community Park will be managed under a single use concept. As previously mentioned, two T-Ball fields are scheduled to be developed in the summer of 1997 and a community recreation center is planned for completion in September of 1998. These are identified in the attached site plan (Exhibit 2). Any structures constructed or erected on the site will be reviewed and approved by the Sublessor prior to construction. In addition, the Sublessee will provide to the Sublessor a letter from the architect or manufacturer stating that no asbestos was used in construction of the structures. Upon completion of construction of any structures, Sublessee will also furnish Sublessor with a letter providing specifications of the structures and stating that construction has been completed.

1. Fire Protection

Primary protection and suppression of all fires will be the responsibility of Nassau County Fire Station 6. Nassau County maintains two full-time Firemen/Paramedics adjacent to the park, which are available to respond 24 hours a day, to any emergency or fire.

2. Roads

Approximately 200 feet of U.S Highway runs along the Western boundary of the park. There is a County maintained paved road (Motes Road) that runs along the Southern boundary of the park.

3. Law Enforcement

The Nassau County Sheriff's Department will provide primary law enforcement protection for the park.

4. Borrow Pits

None exist.

5. Utility Corridors

None exist.

6. Research Projects

No major projects are envisaged at this time.

7. Property Boundaries, Establishment and Preservation

The boundaries of the Bryceville Community Park are marked and will be maintained by Nassau County personnel.

8. Water Management Guidelines

Watershed management in the Bryceville Community Park will conform with EPA 208 Water Quality Control Guidelines and the guidelines set forth in the Division of Forestry handbook "Silviculture Best Management Practices, 1993" (Exhibit 10).

#### 9. Wildlife Management Guidelines

There will be no hunting or fishing allowed on the 5 acre tract comprising the Bryceville Community Park. The undeveloped portion of the Community Park will be designated as a conservation area and will be maintained in a natural condition with no planned timber harvesting. Additionally, the Bryceville Community Park will be managed in a fashion similar to the Cary State Forest with regards to wildlife and natural habitat preservation as enumerated in Article 9, sub-paragraphs A,C,D, & E of the Cary State Forest Management Plan (Exhibit 11).

#### 10. Recreation Management

Recreation activities in the Bryceville Community Park will primarily consist of T-Ball games managed under the auspices of the Nassau County Recreation Department and the Bryceville Sports Association, a not for profit 501 (c) 3 organization operating under the corporate laws of the State of Florida.

Activities planned for the recreation center include: senior citizen activities managed under the auspices of the Nassau County Recreation Department and coordinated with the Bryceville Community Club, local community gatherings, youth activities and other activities which conform with the purposes for which the land was originally subleased. The recreation center may also serve as a community shelter and alternate command center, in the event of natural disasters, emergency situations, and other exigencies as declared by the Director of Public Safety and or the Nassau County Board of County Commissioners.

#### 11. Timber Management Guidelines

All timber will be managed in accordance with commonly held Best Management Practices (BMP's). The primary objective remains to retain all non-ballfield areas in their present state, with little or no disturbance. Any removal of timber or natural vegetative growth will be accomplished in concert with and under the supervision of the Division of Forestry's District Manager.

#### N. ALTERNATE USES CONSIDERED

No new alternate uses are considered or planned at this time.

#### O. IMPACT OF PLANNED USES ON RESOURCES OF THE PROPERTY

The renewable resources will be protected as follows:

##### 1. Timber

Guidelines outlined in section (M) of this plan will insure protection of the renewable resource.

2. Wildlife

The Nassau County Board of County Commissioners will ensure that all wildlife and wildlife habitat will be protected and managed in accordance with section (M) of this plan.

3. Water

Guidelines outlined in section (M) of this plan will ensure a continuing renewable water resource.

P. MANAGEMENT NEEDS

1. In order to properly manage the tract, emphasis will be placed on orderly maintenance and development of the ballfields and recreation center.
2. In order to maintain adequate monitoring of activities on the subject parcel, the Nassau County Recreation Director will need to supervise and monitor all activities on subject parcel. Additionally, the two full-time Firemen/Paramedics located at Station 6, adjacent to the property will be beneficial to the protection of the property and adjacent Cary Forest State.
3. A memorandum of understanding will need to be executed between the Nassau County Board of Commissioners and the Division of Forestry, regarding the usage on a space available basis, of the Bryceville Community Park by the Division of Forestry.

Q. ADJACENT CONFLICTING USES

There are no adjacent lands that conflict with the present or planned use of this property.

R. LEGISLATIVE OR EXECUTIVE CONSTRAINTS ON USE OF THE PROPERTY

Use of the property is constrained by the Warren S. Henderson Wetlands Protection Act of 1984, on the state level. S 403.91 Florida Statutes.

S. CONFIRMATION TO STATE LANDS MANAGEMENT PLAN, ETC.

Management of this tract complies with the State Lands Management Plan and the Nassau County Comprehensive Plan.

T. SURPLUS LANDS

All of the land within this tract is suitable and necessary for the Bryceville Community Park.

U. ADDITIONAL LAND NEEDS

There are no additional land needs.

V. RESPONSIBILITIES OF MANAGING AGENCIES

The Nassau County Board of County Commissioners is responsible for the overall management of the tract. The Nassau County Sheriff's Department is responsible for the overall security of the tract. The Division of Historical Resources will be consulted concerning the archeological and historical resources of the tract and will be consulted prior to any significant ground-disturbing activities. Finally, the Division of Forestry will be included in any major activities planned over the life of the 50 year sub-lease of the property.

W. PUBLIC INVOLVEMENT IN DEVELOPMENT OF THE PLAN

This plan was developed by the Nassau County Board of County Commissioners in conjunction with the Division of Forestry. The Nassau County Board of County Commissioners has sought input from the local citizenry of Bryceville through the Bryceville Community Club and the Bryceville Sports Association. The Nassau County Board of County Commissioners have approved this plan under recommendation of the Director of Public Works, Nassau County.

Location Map - CRE 1565  
Mag 15.00  
Mon Jan 20 16:15:20 1997

Scale 1:15,625 (at center)

1000 Feet

500 Meters

# LEGEND

- County Boundary
- Population Center
- Street, Road
- Major Street/Road
- State Route
- US Highway
- River

Subject  
Property

MOTES

SR 119

US 301

Bryceville

EXHIBIT 1

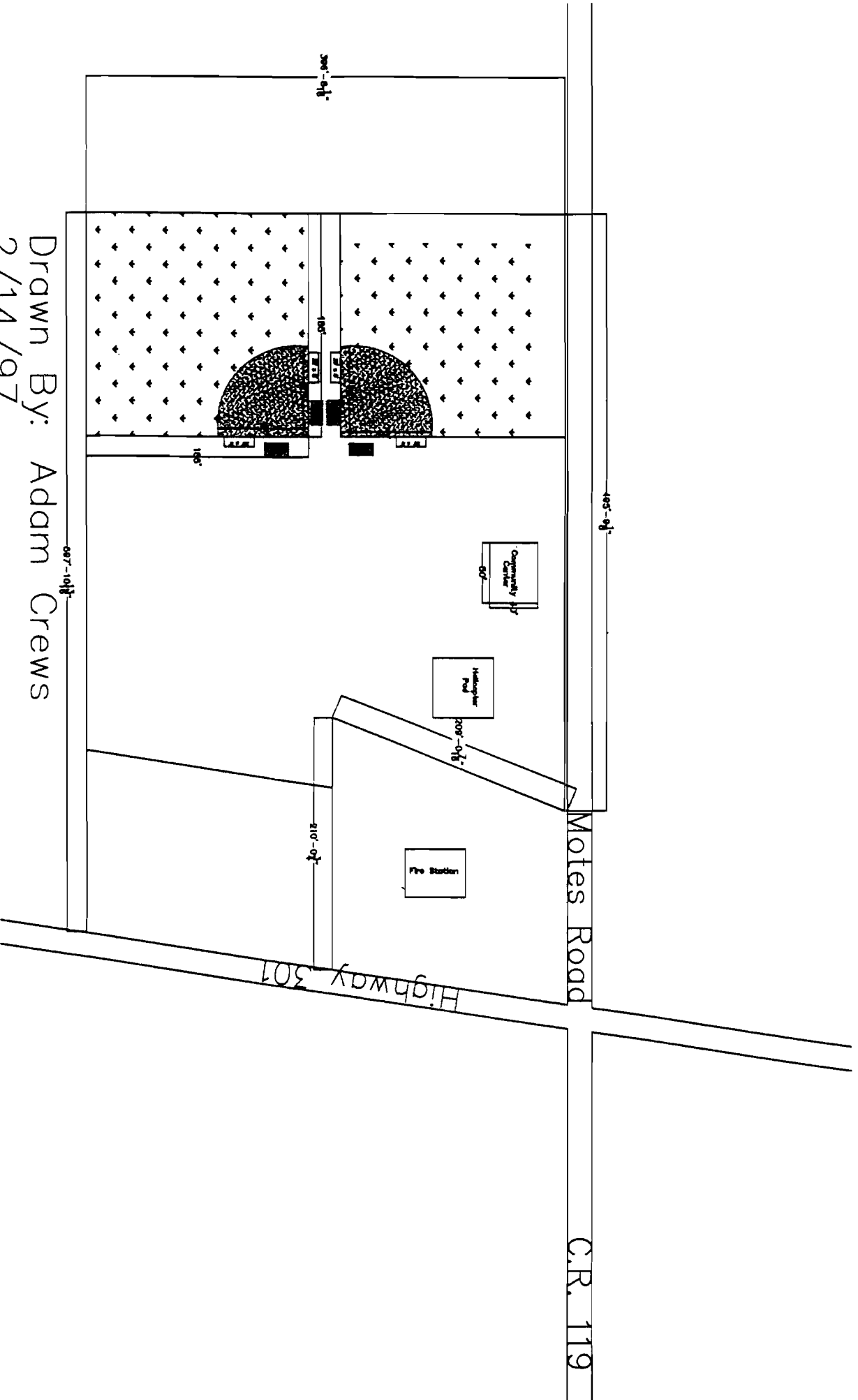
Area Map - CRE 1565  
 Mag 11.00  
 Mon Jan 20 16:11:31 1997

Scale 1:250,000 (at center)  
 5 Miles  
 5 KM

- LEGEND
- State Route
  - ◇ Town, Small City
  - ⬢ Interstate, Turnpike
  - ⬢ US Highway
  - County Boundary
  - Population Center
  - Major Street/Road
  - Interstate Highway
  - State Route
  - US Highway

AREA MAP





Drawn By: Adam Crews  
2/14/97  
1/4" = 10'

PART OF

Lots 24, 25, 28 and 29, and part of 7th Street and part of Orange Street; of the plat "Bryceville" recorded in Plat Book "O", Page 43 of the Public Records of Nassau County, Florida, being more particularly described as follows:

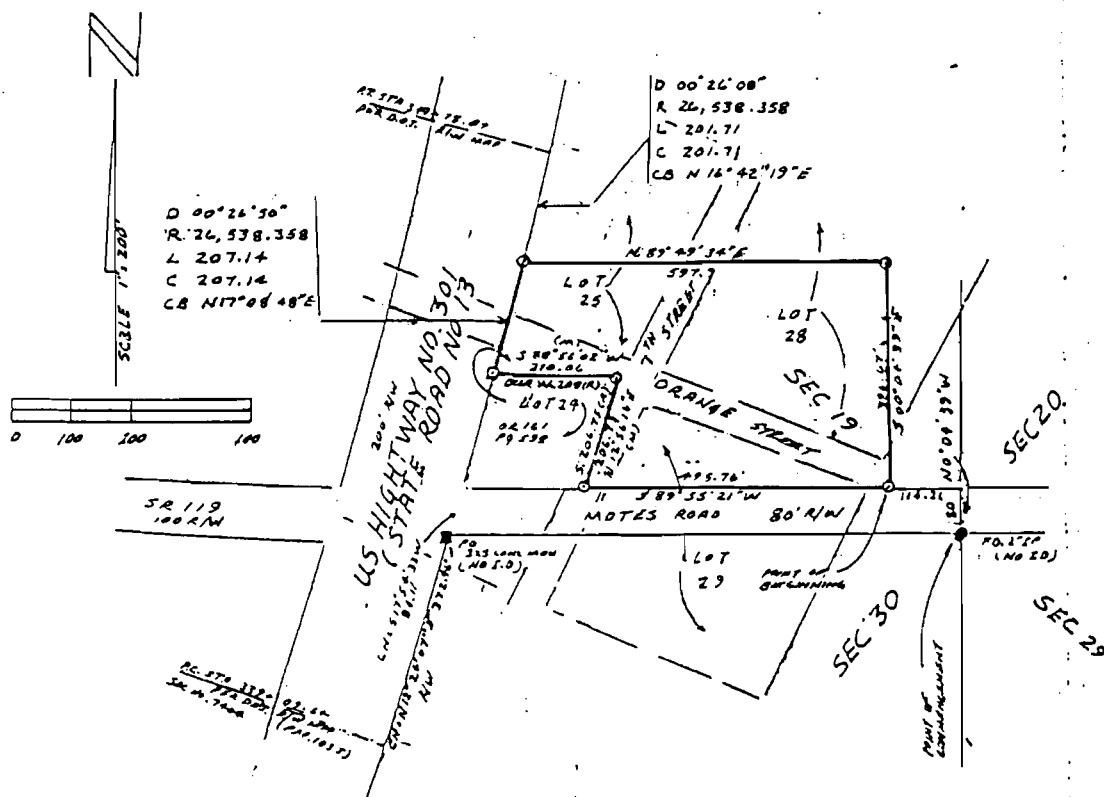
Commence at the Southeast corner of Section 19, Township 1 South, Range 24 East, of said Nassau County; thence North  $00^{\circ}04'39''$  West, 80.00 feet, along the East line of said Section 19, to the North Right-of-Way line of Motes Road (an 80 foot Right-of-Way); thence the following 2 courses along said North Right-of-Way line: (1) South  $89^{\circ}55'21''$  West, 114.21 feet, to the Point of Beginning; thence continue South  $89^{\circ}55'21''$  West, 495.76 feet to the Southeast corner of those lands described in Official Records Volume 161, Page 590 of the Public Records of said Nassau County; thence the following 2 courses around the perimeter of said described lands: (1) North  $12^{\circ}56'16''$  East, 206.75 feet; (2) thence South  $85^{\circ}56'02''$  West, 210.06 feet to the East Right-of-Way line of U.S. Highway No. 301 (State Road No. 13, a 200 foot Right-of-Way) and a point on a curve, concave northwesterly, having a radius of 26,538.358 feet; thence northeasterly, around said curve to the left, through a central angle of  $00^{\circ}26'50''$ , a chord bearing and distance of North  $17^{\circ}08'48''$  East, 207.14 feet; thence North  $89^{\circ}49'34''$  East, 597.90 feet; thence South  $00^{\circ}04'39''$  East, 396.67 feet to the Point of Beginning.

Containing 5.00 acres or 217,800 square feet, more or less.

CERTIFIED TO: NASSAU COUNTY

THOMAS V. ZEFF  
15249 N. Main Street  
Jacksonville, Florida 32218  
Phone: (904) 757-6931

Date of Survey: 2/14/96  
Field Book: 10  
Page: 12



## Surveyor's Notes:

- 1) Survey based on monumentation found and the Right-of-Way Map for Motes Road, prepared by Vernon N. Drake, File No. D2-123, dated: December 12, 1983.
- 2) Bearing based on the north Right-of-Way line of Motes Road as being South  $89^{\circ}55'21''$  west.
- 3) The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting the title to or boundary of the subject property. It is possible that there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundary.
- 4) This map not valid unless embossed with surveyor's seal.
- 5) The lots and streets of "Bryceville" were scaled from the State of Florida, State Road Department, Right of Way Map, Section No. 7404, Project No. 103-J, Sheet 2 of 5, dated May 30, 1939.
- 6) Subject property lies within Zone "X" as shown on (FIRM) Flood Insurance Rate Map Community - Panel No. 120170-0450C Dated MAY 4 1988.

## Legend:

- |   |                       |
|---|-----------------------|
| R/W - Right-of-Way line                       | D - Central Angle     |
| PC - Point of Curvature                       | R - Radius            |
| PT - Point of Tangency                        | L - Arc Length        |
| DOT - Dept of Transportation                  | C - Chord             |
| SR - State Road                               | CB - Chord Bearing    |
| STA - Station                                 | SEC - Section         |
| FD - Found                                    | (R) - Record          |
| IP - Iron Pipe                                | (M) - Measured        |
| CON - Concrete                                | OR - Official Records |
| MON - Monument                                | PG - Page             |
| ID - Identification No.                       |                       |
| ■ - Found monumentation, size & type as noted |                       |
| ○ - Set 1/2" Iron Pipe, LS # 4326             |                       |

I hereby certify that, to the best of my knowledge and belief, the map as graphically shown hereon meets the "Minimum Technical Standards for Land Surveying" in the State of Florida, as set forth by the Florida Board of Surveyors and Mappers, in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes, subject to the notes and notations hereon.

Thomas V. Zeff,  
Florida Certificate No. 4326

REVISED 4/14/96: REMOVAL OF NAME "S&J ASSOCIATES"

**DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
SUBLEASE AGREEMENT**

THIS SUBLEASE AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, OF THE STATE OF FLORIDA, hereinafter referred to as "SUBLESSOR", and the, BOARD OF COUNTY COMMISSIONERS, NASSAU COUNTY 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 (Trustees) and is currently managed by Sublessor as part of Cary State Forest under Lease Number 2346 with the right and authority to grant this Sublease. Copy of the Lease is attached hereto as Exhibit "B".
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease agreement is situated in the County of Nassau, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. **SUBLEASE TERM:** The term of this sublease shall be for a period of fifty (50) years commencing upon execution of this agreement by both parties, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE:** Sublessee shall manage the subleased premises only for the establishment and operation of a public purpose community center and recreational facility for youth activities.
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 for full quiet enjoyment by said Sublessee of the rights conveyed herein.
6. **ASSIGNMENT OR SUB-SUBLEASE:** This sublease shall not be assigned or sub-subleased in whole or in part without the prior written consent of the Trustees and Sublessor. Any assignment or sub-sublease made either in whole or in part without the prior written consent of the Trustees and Sublessor shall be void and without legal effect.
7. **RIGHT OF INSPECTION:** The Trustees and Sublessor or their duly authorized agents, representatives or employees shall have the right at any and all reasonable times to inspect the subleased premises and the works and operations thereon of Sublessee in any matter pertaining to this sublease.
8. **MANAGEMENT PLAN AND PLACEMENT AND REMOVAL OF EQUIPMENT:** Sublessee shall submit to Sublessor for review and approval, within one (1) year from execution of this sublease, in accordance with Section 253.034, Florida Statutes, and Chapters 18-2 and 18-4, Florida Administrative Code, a detailed Management Plan that will describe the management activities that the Sublessee plans to implement or initiate during the first five (5) years of this sublease. Sublessee shall submit a new management plan every five years thereafter.

Sublessor shall review the Management Plan and provide notification of its approval within sixty days (60) from the submission by the Sublessee of the Management Plan. If the Management Plan is determined to be deficient, Sublessor shall return the plan to Sublessee for correction within sixty (60) days. Sublessee shall, within thirty (30) days, return a corrected

plan to Sublessor or shall meet with Sublessor to resolve any deficiencies in the plan. Sublessor shall not arbitrarily deny Sublessee's plan.

All buildings, structures, improvements and signs shall be constructed at the expense of Sublessee in accordance with the Management Plan and applicable codes. No asbestos containing materials will be used in any construction. Removable equipment and removable improvements placed on the subleased premises by Sublessee which do not become a permanent part of the subleased premises will remain the property of Sublessee and may be removed by Sublessee upon termination of this sublease.

9. INSURANCE:

(A) Sublessee hereto agrees to maintain and keep in force, during the term hereof, all Worker's Compensation and Employer's Liability Insurance required under applicable Worker's Compensation Acts.

(B) Sublessee, notwithstanding Paragraph (A) above, due to the extensive number of locations which it and its related entities occupy and the resultant spreading of risks, may desire to self insure and/or assume the risk of loss and liabilities on many risks, either through deductibles or straight self insurance. Sublessor agrees that Sublessee may be a self insurer so long as the matters self insured hereunder are so self insured in a manner customary for similar locations in Sublessee's program of insurance. Sublessee agrees, subject to the provisions of Florida Statutes 768.28, to pay the amount of any such deductibles or self insurance to the party or parties entitled to the proceeds of insurance pursuant to the provisions hereof.

10. 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 thereof, including any and all drainage and special assessments or taxes of every kind and all mechanics' or materialmen's liens which may be hereafter lawfully assessed and levied against the subleased premises.

11. 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 or any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing and signed by Sublessor.

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

13. UTILITY FEES: Sublessee shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

14. MINERAL RIGHTS: This sublease does not cover petroleum or petroleum products or minerals and does not give the right to Sublessee to drill for or develop the same. Nothing herein shall prevent sublessee from developing a well on the subleased premises for potable water.

15. RIGHT OF AUDIT: Sublessee shall make available to the Trustees and Sublessor all financial and other records relating to this sublease, and Sublessor and/or the Trustees 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 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 the provisions of Chapter 119, Florida Statutes.

16. CONDITION OF PROPERTY: Sublessor shall have no liability or obligation and assumes none to Sublessee and makes no representations with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by Sublessor to Sublessee in an "as is" condition with Sublessor having and assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of Sublessee.

17. 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: Department of Agriculture and Consumer Services  
Division of Forestry, Forest Management Bureau  
3125 Conner Boulevard  
Tallahassee, Florida 32399-1650

Sublessee: Board of County Commissioners  
Nassau County  
Post Office Box 1010  
Fernandina Beach, Florida 32035-1010

18. 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 (60) days of such notice. In the event Sublessee fails to remedy the breach to the satisfaction of Sublessor within sixty (60) 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 and attorneys' fees, or maintain this sublease in full force and effect and exercise all rights and remedies herein conferred upon Sublessor.

19. DAMAGE TO PREMISES:

(A) Sublessee shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof.

(B) 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 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 statutes, law, ordinance, code, rule, regulation, order or decree regulating, related 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 Florida Statutes, Chapter 376 and Chapter 403 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 leased 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 leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. Lessee's obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon Sublessee's obligations regarding indemnification and payment of costs, nor upon any other obligations or responsibilities of Sublessee as set forth herein. 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 period of the applicable agency.

20. 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, Sublessee shall give written notification to Sublessor at least six (6) months prior to the release of any or all 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 Sublessor through execution of a release of sublease instrument 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 of the subleased premises, with the exception of those improvements noted under paragraph eight, shall become the property of the Trustees and Sublessor, unless Sublessor gives written notice to 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 building on the subleased premises shall be turned over to Sublessor. If the subleased premises do not meet all conditions as set forth in this Sublease Agreement, Sublessee shall, at its expense, pay all costs necessary to meet the prescribed conditions.

21. **TRIPPLICATE ORIGINALS:** This sublease is executed in triplicate originals each of which shall be considered an original for all purposes.

22. **SOVEREIGNTY SUBMERGED LANDS:** This sublease does not authorize any use of lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.

23. **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.

24. **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.

25. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

26. **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.

27. **EASEMENTS:** All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the Sublessor. Any easement not approved in writing by the Sublessor shall be void and without legal effect.

28. **MAINTENANCE OF IMPROVEMENTS:** 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, maintaining the planned improvements, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated 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. Sublessee shall provide proper garbage and trash removal for its premises on a regular basis.

29. **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.

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

31. **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.

32. **ADMINISTRATIVE FEE:** Sublessee shall pay Trustees an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days of receipt of an invoice from the Division of State Lands, agent for the Trustees, and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable upon receipt of an invoice from the Division of State Lands.

33. **TIMBER REMOVAL:** Sublessor reserves the right to remove any merchantable timber that will not be retained as part of the site landscaping or that must be removed as part of site construction and development. Sublessee shall coordinate with Sublessor to provide adequate time to arrange for the sale and removal of timber.

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

(A) ASBESTOS-CONTAINING MATERIAL: Sublessor represents that a Building Asbestos Survey has not been conducted as there are no buildings currently located upon the subleased premises.

(B) As a condition of this sublease, sublessee agrees to abide by and comply with the attached Interlocal Agreement identified as Exhibit "C".

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

Ben C. Brown

Witness

Ben C. Brown

Print Name

Susie P. Burch

Witness

Susie P. Burch

Print Name

STATE OF FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER SERVICES

Mike Gresham

Mike Gresham, Director  
Division of Administration

State of Florida

County of Leon

The foregoing instrument was acknowledged before me this 5th day of May,  
19 97, by Mike Gresham, Director, Division of Administration, Department of Agriculture and Consumer Services, who  
is personally known to me and who did not take an oath.



Karen A. Meyer  
MY COMMISSION # CC588277 EXPIRES  
October 20, 2000  
BONDED THRU TROY FAIN INSURANCE, INC.

NOTARY PUBLIC:

My Commission Expires:

Sign: Karen A. Meyer (SEAL)

Print Name: KAREN A. MEYER

Title or Rank: \_\_\_\_\_

Serial/Commission Number: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS,  
NASSAU COUNTY, FLORIDA

ATTEST:

J. M. Oxley, Jr.  
Witness

J. M. Oxley, Jr.  
Ex-Officio Clerk

Print Name

Joan M. Gagnon  
Witness

Joan M. Gagnon  
Deputy Clerk

Print Name

[Signature]  
Its Chairman or Vice Chairman

Approved as to form by the  
Nassau County Attorney:

[Signature]  
Michael S. Mullin

State of Florida

County of Nassau

The foregoing instrument was acknowledged before me this 12th day of May,  
19 97, by John A. Crawford,  
as \_\_\_\_\_, Chairman, Board of County Commissioners, Nassau  
County, State of Florida, who is personally known to me and who has or has not taken an oath.

NOTARY PUBLIC:

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

Sign: Margie J. Armstrong (SEAL)  
Print Name: Margie J. Armstrong  
Title or Rank: \_\_\_\_\_  
Serial/Commission Number: \_\_\_\_\_



MARGIE J. ARMSTRONG  
Notary Public, State of Florida  
My Comm. expires Nov. 5, 1999  
Comm. No. CC 503215

## EXHIBIT "A"

### Legal Description

Lots 24, 25, 28 and 29, and part of 7th Street and part of Orange Street, of the plat "Bryceville" recorded in Plat Book "O", Page 43 of the Public Records of Nassau County, Florida, being more particularly described as follows;

Commence at the Southeast corner of Section 19, Township 1 South, Range 24 East, of said Nassau County; thence North  $00^{\circ}04'39''$  West, 80.00 feet, along the East line of said Section 19, to the North Right-of-Way line of Motes Road (an 80-foot Right-of-Way); thence the following 2 courses along said North Right-of-Way line: (1) South  $89^{\circ}55'21''$  West, 114.21 feet, to the Point of Beginning; thence continue South  $89^{\circ}55'21''$  West, 495.76 feet to the Southeast corner of those lands described in Official Records Volume 161, Page 590 of the Public Records of said Nassau County; thence the following 2 courses around the perimeter of said described lands: (1) North  $12^{\circ}56'16''$  East, 206.75 feet; (2) thence South  $85^{\circ}56'02''$  West, 210.06 feet to the East Right-of-Way line of U.S. Highway No. 301 (State Road No. 13, a 200 foot Right-of-Way) and a point on a curve, concave northwesterly, having a radius of 26,538.358 feet; thence northeasterly, around said curve to the left, through a central angle of  $00^{\circ}26'50''$ , a chord bearing and distance of North  $17^{\circ}08'48''$  East, 207.14 feet; thence North  $89^{\circ}49'34''$  East, 597.90 feet; thence South  $00^{\circ}04'39''$  East, 396.67 feet to the Point of Beginning. Containing 5.00 acres or 217,800 square feet, more or less.

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND  
OF THE STATE OF FLORIDA  
LEASE AGREEMENT

No. 2346

WHEREAS, the Trustees of the Internal Improvement Fund of the State of Florida, by virtue of Chapter 67-269 as amended by Chapter 67-2236, Laws of Florida, hold title to certain lands and property presently being utilized by the Florida Board of Forestry for forestry, recreational and administrative purposes; and

WHEREAS, the Trustees of the Internal Improvement Fund of the State of Florida, as directed by Section 253.03(2), Florida Statutes, desire to enter into a lease agreement with the Florida Board of Forestry to permit and confirm certain uses of and activities on the lands and property hereinafter described for the purpose of developing, operating and maintaining said lands and property in accordance with all of the provisions incorporated under Chapter 369, Florida Statutes;

NOW, THEREFORE, this agreement made between the Trustees of the Internal Improvement Fund of the State of Florida, as lessors, and the Florida Board of Forestry, as lessee, WITNESSETH:

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

1. The lessors do hereby lease to the lessee the following described property:

- Blackwater River State Forest

- Cary State Forest

- Chetland Nursery

- Ojastee Nursery

- Pine Log State Forest

- 12-19 Majette Towerstate

- 12-23 District 1 Headquarters

APPROVED AS TO FORM AND LEGALITY  
EARLY FAIRCLOTH, Attorney General

1958

BY *EARLY FAIRCLOTH*  
Attorney General

✓IT-34 Wicksburg Towersite  
 ✓IT-37 West Bay Towersite  
 ✓IT-41 Youngstown Towersite  
 ✓IT-16 Hanna Towersite  
 ✓IT-4 Calhoun County Headquarters  
 ✓IT-32 Smith Towersite  
 ✓IT-29 Philpot Towersite  
 ✓IT-35 Walnut Hill Towersite  
 ✓IT-33 Gulf County Headquarters  
 ✓IT-38 Watauga Towersite  
 ✓IT-20 Jackson County Headquarters Site  
 ✓IT-6 Campbellton Towersite  
 ✓IT-10 Compass Lake Towersite  
 ✓IT-15 Grand Ridge Towersite  
 ✓IT-3 Bascom Towersite  
 ✓IT-11 Okaloosa County Headquarters  
 ✓IT-26 Pace Towersite  
 ✓IT-1 Allen Towersite  
 ✓IT-2 Walton County Headquarters Site  
 ✓IT-22 Mossy Head Towersite  
 ✓IT-17 Jackson Still Towersite  
 ✓IT-14 Five Points Towersite  
 ✓IT-38 Mausau Towersite  
 ✓IT-14 Hines Towersite  
 ✓IT-15 Holly Hill Towersite  
 ✓IT-30 Sunnyside Towersite  
 ✓IT-36 Dixie County Headquarters Site  
 ✓IT-9 East Bay Towersite  
 ✓IT-26 Quincy Chapter EFA Forest (Old Midway Site)  
 ✓IT-40 Wadsworth Towersite  
 ✓IT-27 Jefferson County Headquarters  
 ✓IT-42 Lafayette County Headquarters Site  
 ✓IT-34 Scott Towersite  
 ✓IT-39 Leon County and District 2 Headquarters  
 ✓IT-43 Leon School Forest  
 ✓IT-22 Madison County Headquarters  
 ✓IT-11 Gibson Towersite  
 ✓IT-21 Lovett Towersite  
 ✓IT-2 Acquilla Towersite  
 ✓IT-20 Mill Creek Towersite  
 ✓IT-37 Sinclair Towersite  
 ✓IT-41 Suwannee County Headquarters  
 ✓IT-44 Rocky Hill Towersite  
 ✓IT-29 Taylor County Headquarters  
 ✓IT-4 Cabbage Grove Towersite  
 ✓IT-10 Foley Towersite  
 ✓IT-12 Hampton Springs Towersite - REMOVED 4/29/91  
 ✓IT-19 Huxford Towersite  
 ✓IT-24 McCain Towersite  
 ✓IT-33 Salem Towersite  
 ✓IT-35 Secotan Towersite  
 ✓IT-28 Newport Towersite  
 ✓IT-33 Archer Towersite  
 ✓IT-36 Alachua County Headquarters Site  
 ✓IT-37 Hawthorne Towersite  
 ✓IT-39 Lacroix Towersite  
 ✓IT-23 Baker County Headquarters Site  
 ✓IT-21 Eddy Towersite  
 ✓IT-26 Santa Fe Towersite  
 ✓IT-20 Louis Hill Towersite  
 ✓IT-4 Black Creek Towersite

✓3T-27 Clay County Headquarters Site  
 ✓3T-18 Keystone Heights Towersite  
 ✓3T-28 Sun Garden Towersite  
 ✓3T-3 Benton Towersite  
 ✓3T-19 District 3 and Columbia County Headquarters Site  
 ✓3T-22 O'Leon Towersite  
 ✓3T-25 Rose Creek Towersite  
 ✓3T-10 Duval County Headquarters Site  
 ✓3T-14 Southside Towersite  
 ✓3T-17 Jax Heights Towersite  
 ✓3T-29 Tisonia Towersite  
 ✓3T-34 Bell Towersite  
 ✓3T-1 Alapaha Towersite  
 ✓3T-6 Bullock Towersite  
 ✓3T-7 Christie Towersite  
 ✓3T-9 Dahoma Towersite  
 ✓3T-31 Yulee Towersite  
 ✓3T-38 Putnam County Headquarters Site  
 ✓3T-41 San Mateo Towersite  
 ✓3T-2 St. Johns County Headquarters Site  
 ✓3T-11 DuPont Towersite  
 ✓3T-12 Durbin Towersite  
 ✓3T-30 Union County Headquarters Site  
 ✓4T-34 Flagler County Headquarters  
 ✓4T-26 Relay Towersite  
 ✓4T-36 Weekiwachee Towersite  
 ✓4T-38 Hernando County Headquarters Site  
 ✓4T-16 Groveland Towersite  
 ✓4T-18 Lake County Headquarters  
 ✓4T-33 Levy County Headquarters Site  
 ✓4T-17 Lebanon Towersite  
 ✓4T-31 Cedar Key Towersite  
 ✓4T-35 Wakiva Towersite  
 ✓4T-30 Shady Towersite  
 ✓4T-11 Ft. McCoy Towersite  
 ✓4T-3 Avalon Towersite  
 ✓4T-24 Orange County Headquarters Site  
 ✓4T-25 Plymouth Towersite  
 ✓4T-19 Seminole County Headquarters Site  
 ✓4T-28 Oualdo Towersite  
 ✓4T-39 Sumter County Headquarters  
 ✓4T-40 Wildwood Towersite  
 ✓4T-2 Ashby Towersite  
 ✓4T-7 Volusia County Headquarters Site  
 ✓4T-23 Orange City Towersite  
 ✓4T-29 Seville Towersite  
 ✓4T-32 Tomoka Towersite  
 ✓5T-25 Highlands County Headquarters  
 ✓5T-23 Archbold Towersite  
 ✓5T-2 Brown Towersite  
 ✓5T-8 Hamner Towersite  
 ✓5T-23 Hillsborough County Headquarters Site  
 ✓5T-10 Hurrah Towersite  
 ✓5T-24 Indian River Headquarters Site  
 ✓5T-14 Manasota Towersite  
 ✓5T-34 Bliss Towersite  
 ✓5T-5 Pinellas County Headquarters  
 ✓5T-19 Bayou Towersite  
 ✓5T-31 District 5 Headquarters Site  
 ✓5T-17 Pierce Towersite  
 ✓5T-41 Frostproof Towersite

2. It is understood and agreed by the parties that the purpose of this lease is to place possession, use and occupancy of all such property in the Florida Board of Forestry, pursuant to the intent and authority of Chapter 67-269 as amended by Chapter 67-2236, Laws of Florida, and the description or descriptions thereof contained in all deeds vesting title thereto in the trustees of the Internal Improvement Fund of the State of Florida are incorporated herein by reference as though set out in detail.

TO HAVE AND TO HOLD the above described land for a period of ninety-nine (99) years from the date hereof, for the purposes of developing, improving, operating, maintaining and otherwise managing said land for forestry, recreational and related purposes.

3. 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.

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

5. The lessee shall have the right to enter into further agreements or to sub-lease all and any part of the within land, so long as the agreement and/or sub-lease is within the authority of the lessee granted under Section 569.011(5), Florida Statutes.

6. The lessors or their 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.

7. Any inequalities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequalities.

8. This agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

IN WITNESS WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto set their hands and seal at Tallahassee, Florida, this 22nd day of November, 1968, and the Florida Board of Forestry, an agency of the State of Florida, has duly executed the same by

✓ 57-44 Indian Lake Towersite  
✓ 57-35 Venetta Towersite  
✓ 67-5 Frizzell Towersite  
✓ 67-16 Collier County Headquarters  
✓ 67-14 Dade County Headquarters  
✓ 67-6 Ft. Myers Headquarters Site

Its authorized agent this 5<sup>th</sup> day of November, 1968.

TRUSTEES OF THE INTERNAL IMPROVEMENT  
FUND OF THE STATE OF FLORIDA

Governor

Secretary of State

Attorney General

Comptroller

Treasurer

Superintendent of Public Instruction

Commissioner of Agriculture

As and constituting the Trustees of  
the Internal Improvement Fund of the  
State of Florida

ATTEST:

FLORIDA BOARD OF FORESTRY

BY

President

Secretary

(SEAL)  
FLORIDA BOARD  
OF FORESTRY



FILED 8/25/77 9:20 A.M.  
IN OAKWOOD COUNTY, FLORIDA  
REC. NO. 83392  
REGISTERED IN O.R. BOOK 233  
PAGE 165 AND ASSIGNED  
WARRANT NO. 10000000000000000000  
BY *[Signature]*  
Deputy Clerk

Department of Environmental Protection.

the land, appraised by an appraiser approved by the Bureau of Appraisal, roadways within Cary State Forest in an amount equal to the appraised value of amortized over a four year period to be used for road improvements on the 5. The County agrees to furnish the Department with road materials

in the Cary State Forest; and

4. The County agrees to vacate all existing public rights of way located

community center and recreational facilities for youth activities; and 3. The leased land shall be used solely for the purpose of a public purpose

construction of the recreational facilities; and agreement, the county may proceed with whatever plans are necessary to commence 2. The parties agree, that upon the joint execution of the interlocal

described in the attached Exhibit "A" for a fifty year period; and the county for the county's execution, said property which is more particularly 1. The Department shall prepare a sublease agreement and forward same to

each other, the County and the Department agree as follows:

NOW, THEREFORE, for and in consideration of the mutual benefits to

Brucerville, Florida.

for the sublease of property located at the Cary State Forest located in WHEREAS, the County and the Department desire to enter into an agreement

# W I T N E S S E T H

to as "Department".

the Florida Department of Agriculture and Consumer Services, hereinafter referred County Board of County Commissioners, hereinafter referred to as "County"; and THIS INTERLOCAL AGREEMENT, made and entered into by and between the Nassau

## INTERLOCAL AGREEMENT

FDACS Contract  
Number 3676

8676

EXHIBIT  
C

6. The Department shall be granted authority to utilize the community center and other existing facilities on a space available basis at no charge. IN WITNESS WHEREOF, the parties have caused this interlocal agreement to be executed for the uses and purposes set forth therein.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

JOHN E. CRAWFORD, CHAIRMAN

Approved as to form by the

Nassau County Attorney

MICHAEL S. MULLIN

FLORIDA DEPARTMENT OF  
AGRICULTURE & CONSUMER SERVICES

Mike Gresham, Director  
Division of Administration

ATTEST:

J. W. "CHIP" OXLEY, JR.  
ITS: Ex-Officio Clerk

Witness

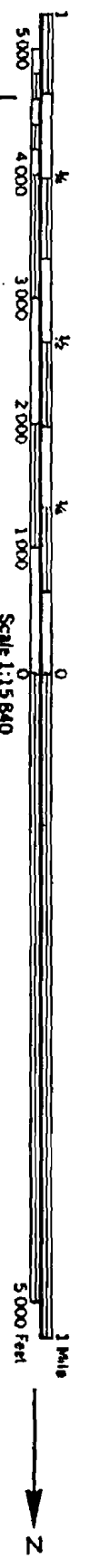
Witness

## EXHIBIT "A"

### Legal Description

Lots 24, 25, 28 and 29, and part of 7th Street and part of Orange Street, of the plat "Bryceville" recorded in Plat Book "O", Page 43 of the Public Records of Nassau County, Florida, being more particularly described as follows;

Commence at the Southeast corner of Section 19, Township 1 South, Range 24 East, of said Nassau County; thence North  $00^{\circ}04'39''$  West, 80.00 feet, along the East line of said Section 19, to the North Right-of-Way line of Motes Road (an 80-foot Right-of-Way); thence the following 2 courses along said North Right-of-Way line: (1) South  $89^{\circ}55'21''$  West, 114.21 feet, to the Point of Beginning; thence continue South  $89^{\circ}55'21''$  West, 495.76 feet to the Southeast corner of those lands described in ~~Official~~ Records Volume 161, Page 590 of the Public Records of said Nassau County; thence the following 2 courses around the perimeter of said described lands: (1) North  $12^{\circ}56'16''$  East, 206.75 feet; (2) thence South  $85^{\circ}56'02''$  West, 210.06 feet to the East Right-of-Way line of U.S. Highway No. 301 (State Road No. 13, a 200 foot Right-of-Way) and a point on a curve, concave northwesterly, having a radius of 26,538.358 feet; thence northeasterly, around said curve to the left, through a central angle of  $00^{\circ}26'50''$ , a chord bearing and distance of North  $17^{\circ}08'48''$  East, 207.14 feet; thence North  $89^{\circ}49'34''$  East, 597.90 feet; thence South  $00^{\circ}04'39''$  East, 396.67 feet to the Point of Beginning. Containing 5.00 acres or 217,800 square feet, more or less.



(90)

SOIL SURVEY OF NASE

EXHIBIT 6 SOIL SURVEY

NASSAU CO. S-POINTS

TEL: 904-261-5073

May 14, 97

IS: 43 No. 014 P. 02

common medium distinct strong brown (7.5YR 5/8) and yellowish brown (10YR 5/6) mottles; moderate medium subangular blocky structure; firm; few fine roots; sand grains coated and bridged with clay; very strongly acid.

The thickness of the solum ranges from 80 to 80 inches or more. Depth to horizons that contain 5 to 20 percent plinthite ranges from 29 to 60 inches. Reaction is strongly acid or very strongly acid except where lime has been added to the A horizon.

The A horizon has hue of 10YR or 2.5Y or is neutral in hue. It has value of 3 to 5 and chroma of 0 to 2. It is 4 to 9 inches thick.

The E horizon has hue of 10YR or 2.5Y, value of 5 to 7, and chroma of 2 to 6. Mottles in this horizon are gray, brown, and yellow. The number of mottles ranges from none to common. This horizon is 18 to 34 inches thick.

The E/B horizon has hue of 10YR, value of 6 or 7, and chroma of 4 to 6. Few or common mottles are light gray or in shades of brown or yellow.

The Bt horizon has hue of 10YR or 2.5Y, value of 6 or 7, and chroma of 3 to 6. Few or common mottles are gray, brown, and red. The content of plinthite is 5 to 10 percent. The texture is fine sandy loam or sandy clay loam. This horizon is as much as 5 inches thick.

The Btg horizon has hue of 10YR or 2.5Y or is neutral in hue. It has value of 5 or 6 and chroma of 0 to 2. Few or common mottles are brown and red. The lower part of the Btg horizon generally is reticulately mottled with gray, brown, yellow, and red. The content of plinthite in this horizon is less than 5 percent. The texture is fine sand or sandy clay loam. The upper 20 inches of this horizon ranges from 15 to 25 percent clay.

### Leon Series

The Leon series consists of nearly level, poorly drained and very poorly drained soils. These soils formed in thick beds of marine sand. They are on broad flatwoods, in depressions, and in tidal marshes. These soils are moderately permeable or moderately rapidly permeable. In depressions the water table is above the surface for 6 to 9 months of the year. On flatwoods it is at a depth of 6 to 18 inches for 1 to 4 months of the year during periods of heavy rainfall and at a depth of 12 to 42 inches for 2 to 8 months or more. In tidal areas it is at or above the surface throughout the year. Slopes are smooth or convex and are 0 to 2 percent. The Leon soils are sandy, siliceous, thermic Aeric Haplaquods.

The Leon soils are closely associated on the landscape with Boulogne, Echaw, Evergreen, Hurricane, Leon, Lynn Haven, Mandarin, Kingsferry, Ridgewood, Pottsburg, Rutlege, Sapelo, and Wesconnett soils. Boulogne, Pottsburg, and Sapelo soils are on flatwoods. Boulogne soils do not have an E horizon. Pottsburg soils have a spodic horizon below a depth of 50 inches. Sapelo soils have an argillic horizon below a depth of 40 inches. Echaw, Hurricane, Mandarin, and Ridgewood soils are better drained than the Leon soils and are on slightly elevated ridges on flatwoods. Evergreen, Leon, Lynn Haven, Kingsferry, Rutlege, and Wesconnett soils are more poorly drained than the Leon soils. Evergreen, Leon, Lynn Haven, and Wesconnett soils are in depressions. Kingsferry soils are on broad, low flats. Rutlege soils are in swamp hardwoods in drainageways.

Typical pedon of Leon fine sand; in a wooded area, 5 miles northwest of Callahan, 3.7 miles west of Nassau County Road 115, about 0.4 mile east of a logging road, 0.1 mile south of the logging road, 50 feet south of trail, NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$  sec. 16, T. 2 W., R. 24 E.

- A—0 to 7 inches; very dark gray (10YR 3/1) fine sand; moderate medium granular structure; very friable; many fine, common medium, and few coarse roots; extremely acid; clear smooth boundary.
- E—7 to 18 inches; gray (10YR 5/1) fine sand; common medium faint dark gray (10YR 4/1) streaks; single grained; loose; common fine and few medium roots; extremely acid; abrupt smooth boundary.
- Bh1—18 to 21 inches; black (5YR 2/1) fine sand; few gray (10YR 6/1) tongues in old root channels; massive; firm; few fine and common medium roots; sand grains coated with organic matter; extremely acid; gradual wavy boundary.
- Bh2—21 to 31 inches; dark reddish brown (5YR 3/4) fine sand; gray (10YR 6/1) tongues in old root channels with black (5YR 2/1) exteriors; massive; very friable; few medium and few fine roots; extremely acid; clear wavy boundary.
- E'—31 to 37 inches; yellowish brown (10YR 5/4) fine sand; single grained; loose; extremely acid; clear smooth boundary.
- B'h1—37 to 44 inches; dark brown (7.5YR 3/2) fine sand; massive; very friable; sand grains coated with organic matter; very strongly acid; gradual wavy boundary.
- B'h2—44 to 80 inches; black (5YR 2/1) fine sand; massive; friable; sand grains coated with organic matter; very strongly acid.

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Reaction ranges from extremely acid to slightly acid where lime has been added. In tidal areas soil is very strongly acid to moderately alkaline. The Bh horizon is less than 30 inches. Some pedons have an Oa horizon that has hue of 10YR or 7.5YR, value of 2 or 3, and chroma of 0 to 2 or 3. The fiber content is 10 to 33 percent unrubbed and less than 10 percent rubbed. This horizon is coarse granular or is structureless. It is as much as 8 inches thick. The A horizon is neutral and has value of 2 to 4 or hue of 10YR, value of 2 to 4, and chroma of 1 or 2. When dry, it has a salt-and-pepper appearance because of the dark colored organic matter and the fine sand grains. This horizon is 2 to 26 inches thick. If value is 3.5 or less, it is less than 8 inches thick; but in tidal areas it is as much as 30 inches thick. The E horizon has hue of 10YR or 2.5Y, value of 5 to 8, and chroma of 1 or 2. It is 4 to 22 inches thick. In some pedons a black (10YR 2/1) to dark gray (10YR 4/1) transitional horizon, 0.5 inch to 2.0 inches thick, is between the E horizon and the Bh horizon. The Bh horizon has hue of 5YR, 7.5YR, or 10YR, value of 2 or 3, and chroma of 1 to 4. In some pedons 15 to 25 percent of the Bh horizon is weakly cemented more than half the horizon in each pedon. This horizon is 6 to 35 inches thick. Some pedons have a BE horizon that has hue of 10YR or 7.5YR, value of 3 to 5, and chroma of 3 or 4. This horizon can have mottles of gray, brown, and yellow. It is as much as 5 inches thick. The E' horizon has hue of 7.5YR to 2.5Y, value of 4 to 7, and chroma of 1 to 4. It is as much as 36 inches thick. The B'h horizon to a depth of more than 80 inches is similar to the Bh horizon and is below the E' horizon. Some pedons do not have a B'h horizon. Some pedons do not have a bisequum of E' and B'h but have a C horizon that has hue of 7.5YR or 10YR, value of 4 to 8, and chroma of 1 to 4. In tidal areas the C horizon contains shell fragments.

## Lynn Haven Series

The Lynn Haven series consists of nearly level, very poorly drained soils. These soils formed in thick beds of sandy marine sediment. They are in depressions on flatwoods. These soils are moderately permeable or moderately rapidly permeable. Generally, the soil is ponded and the water table is at or above the surface for 6 to 9 months of the year. Slopes are smooth or

convex and are 0 to 2 percent. The Lynn Haven soils are sandy, siliceous, thermic Typic Haplaquods.

The Lynn Haven soils are associated on the landscape with Evergreen, Hurricane, Kingsferry, Leon, and Wesconnett soils. Evergreen soils are organic and are in depressions. Hurricane soils have a spodic horizon below a depth of 30 inches. Kingsferry and Leon soils are on flatwoods. Kingsferry soils do not have an E horizon. Leon soils do not have an umbric epipedon. Wesconnett soils do not have an E horizon and are in depressions.

Typical pedon of Lynn Haven fine sand, in an area of Lynn Haven-Wesconnett-Leon complex, depressional; 50 feet west of Rayonier Road 1, about 0.5 mile east of U.S. Highway 17, about 0.65 mile south of Florida State Highways 200 and A1A, 0.65 mile south of O'Neil, NW¼SE¼SW¼ sec. 27, T. 2 N., R. 28 E.

- A1—0 to 9 inches; black (10YR 2/1) fine sand; weak medium granular structure; very friable; many fine and common medium roots; strongly acid; clear wavy boundary.
- E1—9 to 16 inches; gray (10YR 5/1) fine sand; single grained; loose; strongly acid; gradual wavy boundary.
- E2—16 to 25 inches; light gray (10YR 6/1) fine sand; single grained; loose; strongly acid; clear wavy boundary.
- Bh1—25 to 42 inches; black (10YR 2/1) fine sand; massive; very friable; sand grains well coated with organic matter; strongly acid; gradual wavy boundary.
- Bh2—42 to 80 inches; dark reddish brown (5YR 2/2) fine sand; massive; friable; sand grains well coated with organic matter; strongly acid.

Reaction ranges from extremely acid to strongly acid.

The A horizon has hue of 10YR, value of 2 or 3, and chroma of 1 or 2. It is 8 to 15 inches thick.

The E horizon has hue of 10YR, value of 4 to 6, and chroma of 1. It is 2 to 16 inches thick.

The Bh horizon has hue of 10YR, value of 2, and chroma of 1 or 2; hue of 7.5YR, value of 3, and chroma of 2; or hue of 5YR and value and chroma of 2 or 3. Sand grains are coated with organic matter. This horizon is 8 to more than 50 inches thick.

Some pedons have a CB horizon that has hue of 10YR, value of 2 to 5, and chroma of 3 or 4 or hue of 7.5YR and value and chroma of 4. This horizon is as much as 10 inches thick.

Some pedons have a C horizon to a depth of 80

pedons. This horizon is 10 to 38 inches thick. The C horizon to a depth of 80 inches or more has hue of 10YR, 2.5Y, or 5Y, value of 5 to 7, and chroma of 1 to 4. The number of gray, brown, and yellow mottles ranges from few to many.

### Rutledge Series

The Rutledge series consists of nearly level, very poorly drained soils. They formed in deposits of sandy marine sediment. They are in narrow drainageways.

These soils are rapidly permeable. The water table is at or near the surface most of the year. In many areas these soils are frequently flooded for brief periods. Slopes are 0 to 2 percent. The Rutledge soils are sandy, siliceous, thermic Typic Humaquepts.

The Rutledge soils are closely associated on the landscape with the Boulogne, Evergreen, Hurricane, Kingsferry, Leon, and Ridgewood soils. All of the associated soils except Hurricane and Ridgewood soils have a spodic horizon and are on flatwoods. Hurricane and Ridgewood soils are somewhat poorly drained and are on slightly elevated ridges.

Typical pedon of Rutledge mucky fine sand, frequently flooded; in a wooded area, approximately 0.2 mile southeast of O'Neill, 50 feet south of Rayonier Road 3A, 0.15 mile east of Rayonier Road 31A, SW 1/4 sec. 30, T. 2 N., R. 28 E.

A1—0 to 12 inches; black (10YR 2/1) mucky fine sand; moderate medium granular structure; very friable; many fine and medium and few coarse roots; strongly acid; gradual wavy boundary.  
A2—12 to 16 inches; very dark gray (10YR 3/1) fine sand; single grained; loose; few fine roots; very strongly acid; clear wavy boundary.  
Cg1—16 to 18 inches; dark gray (10YR 4/1) fine sand; single grained; loose; few fine roots; very strongly acid; clear wavy boundary.  
Cg2—18 to 35 inches; gray (10YR 5/1) fine sand; single grained; loose; very strongly acid; clear wavy boundary.  
Cg3—35 to 80 inches; light gray (10YR 6/1) fine sand; single grained; loose; very strongly acid.  
The thickness of the solum is 10 to 24 inches. The content of silt plus clay in the 10- to 40-inch control section is 5 to 15 percent. Reaction is very strongly acid or extremely acid.  
The A horizon has hue of 10YR or is neutral in hue. It has value of 2 or 3 and chroma of 0 to 2. It is more than 10 inches thick. The upper 6 to 12 inches of the A

### Sapelo Series

horizon contains 3 to 20 percent organic matter. The organic matter in the lower part is somewhat less. The C horizon has hue of 10YR to 5Y or is neutral in hue. It has value of 5 to 7 and chroma of 0 to 2. It is mottled or value of 4 to 7 and chroma of 0 or 1 if not mottled. The texture is fine sand or loamy fine sand.

The Sapelo series consists of nearly level, poorly drained, acid soils. These soils formed in thick deposits of loamy and sandy sediments. They are on broad flatwoods. These soils are moderately slowly permeable. Generally, the water table is at a depth of 6 to 18 inches for 1 to 4 months of the year. Slopes are smooth or convex and are 0 to 2 percent. The Sapelo soils are sandy, siliceous, thermic Udic Haplaquods. The Sapelo soils are closely associated on the landscape with Albany, Ellabelle, Kingsferry, Leon, Chaires, Ocella, Goldhead, and Meadowbrook soils. All of the associated soils except Leon, Chaires, and Kingsferry soils do not have a spodic horizon. Leon, Chaires, and Kingsferry soils are on flatwoods. Albany and Ocella soils are somewhat poorly drained and are on slightly elevated ridges. Ellabelle soils are more poorly drained than Sapelo soils and are in drainageways. Kingsferry and Leon soils do not have an argillic horizon. Chaires soils have an argillic horizon within 40 inches of the surface. Goldhead and Meadowbrook soils are in sloughs and depressions. Typical pedon of Sapelo fine sand; in a wooded area, 4.5 miles northeast of Callahan, 0.3 mile north of Florida State Highways A1A and 200, about 100 feet south of the logging trail, SE 1/4 sec. 11, T. 2 N., R. 25 E.

A—0 to 6 inches; black (10YR 2/1) fine sand; moderate medium granular structure; very friable; many fine, many medium, and common coarse roots; extremely acid; clear smooth boundary.  
E1—6 to 10 inches; gray (10YR 5/1) fine sand; single grained; loose; many fine, many medium, and common coarse roots; extremely acid; clear smooth boundary.  
E2—10 to 21 inches; light gray (10YR 6/1) fine sand; single grained; loose; few fine, few medium, and few coarse roots; very strongly acid; abrupt wavy boundary.  
Bh—21 to 27 inches; black (5YR 2/1) fine sand; massive; firm; few fine roots; sand grains coated with organic matter; extremely acid; clear wavy boundary.

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to 43 inches; brown (7.5YR 5/4) loamy fine sand; many medium faint dark brown (7.5YR 4/2) streaks; single grained; loose; few fine roots; extremely acid; gradual wavy boundary.

to 54 inches; gray (10YR 5/1) fine sandy loam; many coarse distinct yellowish brown (10YR 4/4) and few fine distinct yellowish brown (10YR 6/6) mottles; weak fine subangular blocky structure; very friable; few fine roots; sand grains coated with clay; extremely acid; gradual wavy boundary.

to 70 inches; light brownish gray (2.5Y 6/2) sandy clay loam; common medium distinct yellowish brown (10YR 5/8) and common medium prominent strong brown (7.5YR 5/8) mottles; weak coarse subangular blocky structure; friable; few fine roots; extremely acid; gradual wavy boundary.

to 80 inches; gray (5Y 5/1) loamy fine sand; common medium faint pale olive (5Y 6/3) and few medium prominent yellowish red (5YR 5/6) mottles; massive; very friable; very strongly acid.

hue of 10YR to 5Y, value of 5 to 7, and chroma of 1 or 2. The texture is fine sand or loamy fine sand.

### Tisonia Series

The Tisonia series consists of nearly level, very poorly drained, organic soils. These soils formed from nonwoody, halophytic plant remains underlain by fine textured sediment. They are in broad tidal marshes. These soils are very slowly permeable. Generally, fluctuating tides cover the surface twice daily. Slopes are 0 to 1 percent. The Tisonia soils are clayey, montmorillonitic, euic, thermic Terric Sulflhemists.

The Tisonia soils are closely associated on the landscape with Maurepas, Hurricane, Kingsland, Leon, and Mandarin soils. Maurepas and Kingsland soils are organic, do not have the sulfur content characteristic of the Tisonia soils, and are in swamp hardwoods. Hurricane, Leon, and Mandarin soils are mineral soils and are on flatwoods.

Typical pedon of Tisonia mucky peat, frequently flooded; on a grassy flat, 0.3 mile east of Delene Road, 5 miles south-southeast of Yulee, Land Grant 43, T. 2 N., R. 27 E.

Oe—0 to 15 inches; very dark grayish brown (2.5Y 3/2) mucky peat; about 60 percent fiber, unrubbed, and 35 percent fiber, rubbed; massive; very friable; many fine roots; light gray (10YR 6/1) sodium pyrophosphate extract; about 30 percent mineral material; noticeable sulfur smell; slightly acid in water at field moisture (air dry pH 5.2 in 0.01 molar calcium chloride); gradual wavy boundary.

Oe—15 to 40 inches; very dark grayish brown (10YR 3/2) partly decomposed organic matter; about 40 percent fiber, unrubbed, and 20 percent fiber, rubbed; massive; very friable; few fine roots; light brownish gray (10YR 6/2) sodium pyrophosphate extract; about 50 percent mineral material; noticeable sulfur smell; slightly acid in water at field moisture (air dry pH 5.2 in 0.01 molar calcium chloride); gradual wavy boundary.

C—40 to 65 inches; dark olive gray (5Y 3/2) clay; massive; flows easily between the fingers when squeezed; noticeable sulfur smell; neutral in water at field moisture (air dry pH 5.6 in 0.01 molar calcium chloride).

The content of sulfur ranges from 1.5 to about 3.5 percent. The organic material in all tiers is dominantly hemic. The thickness of the organic material is 16 to 45 inches. Reaction ranges from slightly acid to mildly

The thickness of the solum ranges from 70 to 80 inches or more. Reaction ranges from extremely acid to strongly acid except where limed. The Bh horizon is at a depth of 15 to 30 inches, and the Btg horizon is at a depth of 40 to 70 inches.

The A horizon has hue of 10YR, value of 2 to 4, and chroma of 1 or 2. It is 3 to 8 inches thick.

The E horizon has hue of 10YR, value of 5 to 7, and chroma of 1 or 2. It is 10 to 24 inches thick.

The Bh horizon has hue of 5YR, 7.5YR, or 10YR, value of 2 or 3, and chroma of 1 to 3 or is neutral in hue and has value of 2. The texture is fine sand or loamy fine sand. This horizon is 5 to 36 inches thick.

Some pedons have a BE horizon that has hue of 10YR, value of 4 to 7, and chroma of 3 or 4. This horizon is 5 to 20 inches thick. The texture is fine sand or loamy fine sand.

The E' horizon has hue of 7.5YR or is neutral in hue. It has value of 5 to 7 and chroma of 0 to 4. Common or many red, yellow, and brown mottles or streaks are in some pedons. The number of fine to coarse weakly cemented Bh pockets ranges from none to common. This horizon is 2 to 22 inches thick. Some pedons do not have an E' horizon.

The Btg horizon to a depth of 70 inches or more has hue of 10YR, 2.5Y, or 5Y or is neutral in hue. It has value of 5 to 7 and chroma of 0 to 2. Few or common mottles are yellow, red, and brown. The texture of this horizon is fine sandy loam or sandy clay loam. Pockets of sand and clay are in some pedons.

The C horizon to a depth of 80 inches or more has

TABLE 14.--WATER FEATURES

["Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text. The symbol < means less than; > means more than. Absence of an entry indicates that the feature is not a concern or that data were not estimated]

Map symbol and soil name	Hydrologic group	Flooding			High water table		
		Frequency	Duration	Months	Depth Ft	Kind	Months
2. Arents							
3. Beaches							
4----- Echaw	A	None-----	---	---	2.5-5.0	Apparent	Nov-Apr
5----- Fripp	A	Rare-----	---	---	>6.0	---	---
6: Hurricane-----	C	None-----	---	---	2.0-3.5	Apparent	Jan-Sept
Pottsburg-----	B/D	None-----	---	---	1.0-2.0	Apparent	Jan-Sept
7----- Kingsland	A/D	Frequent-----	Very long-----	Jan-Dec	0-0.5	Apparent	Jan-Dec
8----- Kureb	A	None-----	---	---	>6.0	---	---
9----- Leon	B/D	None-----	---	---	0.5-1.5	Apparent	Dec-Oct
10----- Mandarin	C	None-----	---	---	1.5-3.5	Apparent	Jan-Sept
11----- Chaires	B/D	None-----	---	---	0.5-1.5	Apparent	Dec-Oct
12: Newhan-----	A	None-----	---	---	>6.0	---	---
Corolla-----	D	Rare-----	---	---	1.5-3.0	Apparent	Nov-Oct
13----- Goldhead	B/D	None-----	---	---	0-1.0	Apparent	Dec-Oct
14----- Rutlege	B/D	Frequent-----	---	---	0-0.5	Apparent	Dec-Oct
15----- Buccaneer	D	Frequent-----	Very long-----	Jan-Oct	0-0.5	Apparent	Dec-Oct
16----- Ellabelle	D	Frequent-----	Very long-----	Nov-Oct	0-0.5	Apparent	Jan-Oct
17. Urban land							
18: Lynn Haven-----	D	None-----	---	---	+2-0	Apparent	
Wasconnett-----	D	None-----	---	---	+2-0	Apparent	

TABLE 14.--WATER FEATURES--Continued

Map symbol and soil name	Hydrologic group	Flooding			High water table		
		Frequency	Duration	Months	Depth Ft	Kind	Month
38----- Heggett	D	Rare-----	---	---	0-0.5	Apparent	Dec-0
39:----- Evergreen	D	None-----	---	---	+2-0	Apparent	Jan-0
Leon-----	D	None-----	---	---	+2-0	Apparent	Jan-0
40----- Brookman	D	None-----	---	---	+2-0	Apparent	Dec-0
44----- Corolla	D	Rare-----	---	---	1.5-3.0	Apparent	Dec-0
45----- Heggett	D	None-----	---	---	+2-0	Apparent	Dec-0
46----- Buccaneer	D	Rare-----	---	---	0-0.5	Apparent	Dec-0
47----- Leefield	C	None-----	---	---	1.5-2.5	Apparent	Dec-0
49:----- Ousley	C	Occasional-----	Brief-----	Dec-Oct	1.5-3.0	Apparent	Dec-0
Mandarin-----	B/D	Occasional-----	Brief-----	Dec-Oct	1.5-3.5	Apparent	Dec-0
50----- Blanton	B	None-----	---	---	2.5-4.0	Perched	Jan-0
51----- Albany	C	None-----	---	---	1.0-2.5	Apparent	Jan-0
52----- Osier	A/D	Frequent-----	---	---	0-0.5	Apparent	Dec-0
53----- Meadowbrook	B/D	None-----	---	---	0-1.0	Apparent	Dec-0
54----- Sapelo	D	None-----	---	---	0-1.0	Apparent	Dec-0
55:----- Meadowbrook	B/D	None-----	---	---	0-0.5	Apparent	Jan-0
Goldhead-----	B/D	None-----	---	---	0-0.5	Apparent	Jan-0
Heggett-----	D	None-----	---	---	0-0.5	Apparent	Jan-0
56:----- Blanton	B	None-----	---	---	2.5-4.0	Perched	Jan-0
Ortega-----	A	None-----	---	---	3.5-5.0	Apparent	Jun-0
57----- Penney	A	None-----	---	---	>6.0	---	---

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TABLE 4.--LAND CAPABILITY CLASSES AND YIELDS PER ACRE OF CROPS AND PASTURE

[Yields are those that can be expected under a high level of management. Absence of a yield indicates that the soil is not suited to the crop or the crop generally is not grown on the soil]

Map symbol and soil name	Land capability	Corn	Bahiagrass	Grain sorghum	Improved bermudagrass
		<u>Bu</u>	<u>AUM*</u>	<u>Bu</u>	<u>AUM*</u>
2. Arents					
3. Beaches					
4----- Echaw	III <sub>s</sub>	---	7.5	---	3.5
5----- Fripp	VII <sub>s</sub>	---	---	---	---
6----- Hurricane-Pottsbury	III <sub>w</sub>	65	7.0	35	7.0
7----- Kingsland	VII <sub>w</sub>	---	---	---	---
8----- Kureb	VII <sub>s</sub>	---	---	---	---
9----- Leon	IV <sub>w</sub>	50	7.5	35	6.5
10----- Mandarin	VI <sub>s</sub>	40	6.0	30	3.5
11----- Chaires	IV <sub>w</sub>	50	8.0	35	6.5
12----- Newhan-Corolla	VIII <sub>s</sub>	---	---	---	---
13----- Goldhead	III <sub>w</sub>	50	8.0	30	6.5
14----- Rutlege	VI <sub>w</sub>	---	---	---	---
15----- Buccaneer	VI <sub>w</sub>	---	---	---	---
16----- Ellabelle	V <sub>w</sub>	---	---	---	---
17. Urban land					
18----- Lynn Haven-Wesconnett- Leon	VII <sub>w</sub>	---	---	---	---
19----- Leon	VIII <sub>w</sub>	---	---	---	---

See footnote at end of table.

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TABLE 4.--LAND CAPABILITY CLASSES AND YIELDS PER ACRE OF CROPS AND PASTURE--Continued

Map symbol and soil name	Land capability	Corn	Bahingrass	Grain sorghum	Improved bermudagrass
		Bu	AUM*	Bu	AUM*
45----- Meggett	VIIw	---	---	---	---
46----- Buccaneer	IIIw	90	8.5	55	5.5
47----- Leafield	IIw	70	8.0	35	6.5
49----- Ousley and Mandarin	IIIw	70	7.0	30	4.5
50----- Blanton	VI s	60	7.5	---	---
51----- Albany	IIIw	75	7.0	30	6.5
52----- Osier	Vw	---	---	---	---
53----- Meadowbrook	IVw	50	7.5	30	6.5
54----- Sapelo	IVw	50	7.5	35	6.5
55----- Meadowbrook-Goldhead- Meggett	IVw	---	6.0	30	6.0
56----- Blanton-Ortega	IV s	60	7.5	---	---
57----- Penney	IV s	35	4.0	---	4.5

\* Animal-unit-month: The amount of forage or feed required to feed one animal unit (one cow, one horse, one ule, five sheep, or five goats) for 30 days.

TABLE 6.--RECREATIONAL DEVELOPMENT  
[Some terms that describe restrictive soil features are defined in the glossary. See text for definitions of "moderate" and "severe." Absence of an entry indicates that the soil was not rated]

Map symbol and soil name	Camp areas	Picnic areas	Playgrounds	Paths and trails	Golf fairways
2. Arents	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.
3. Beaches	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.
4. Echaw	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.
5. Frip	Severe: flooding, too sandy.	Severe: too sandy.	Severe: slope, too sandy.	Severe: too sandy.	Severe: droughty.
6. Hurricane	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: droughty.
Potlburg	Severe: wetness, too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: droughty.
Kingsland	Severe: excess humus, flooding, wetness.	Severe: excess humus, wetness.	Severe: excess humus, flooding, wetness.	Severe: excess humus, wetness.	Severe: excess humus, flooding, wetness.
8. Kurb	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: droughty.
9. Leon	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: droughty.
10. Mandarin	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: droughty.
11. Calres	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: droughty.
12. Nwan	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: droughty.
13. Corolla	Severe: flooding, too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: droughty.
14. Oldhead	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: droughty.
15. Village	Severe: flooding, too sandy.	Severe: flooding, too sandy.	Severe: flooding, too sandy.	Severe: flooding, too sandy.	Severe: flooding.

TABLE 6.--RECREATIONAL DEVELOPMENT--Continued

Map symbol and soil name	Camp areas	Picnic areas	Playgrounds	Paths and trails	Golf fairways
44----- Corolla	Severe: flooding, too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: droughty.
45----- Heggett	Severe: ponding.	Severe: ponding.	Severe: ponding.	Severe: ponding.	Severe: ponding.
46----- Buccaneer	Severe: flooding, wetness, percs slowly.	Severe: wetness, too clayey, percs slowly.	Severe: too clayey, wetness, percs slowly.	Severe: wetness, too clayey.	Severe: wetness, too clayey.
47----- Leefield	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Moderate: wetness, droughty.
49----- Ousley	Severe: flooding, too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: too sandy.	Severe: droughty.
Mandarin-----	Severe: flooding, too sandy.	Severe: too sandy.	Severe: too sandy, flooding.	Severe: too sandy.	Severe: droughty.
50----- Blanton	Severe: slope, too sandy.	Severe: slope, too sandy.	Severe: slope, too sandy.	Severe: too sandy.	Severe: droughty, slope.
51----- Albany	Severe: wetness.	Severe: too sandy.	Severe: too sandy, wetness.	Severe: too sandy.	Severe: droughty.
52----- Oster	Severe: wetness, flooding.	Severe: wetness.	Severe: wetness.	Severe: wetness.	Severe: droughty, wetness.
53----- Headovbrook	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: too sandy, wetness.	Severe: wetness, too sandy.	Severe: wetness, too sandy.
54----- Sapelo	Severe: too sandy, wetness.	Severe: too sandy, wetness.	Severe: too sandy, wetness.	Severe: too sandy, wetness.	Severe: droughty, wetness.
55----- Headovbrook	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: too sandy, wetness.	Severe: wetness, too sandy.	Severe: wetness, too sandy.
Goldhead-----	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: wetness, too sandy.	Severe: wetness, too sandy.
Heggett-----	Severe: wetness.	Severe: wetness.	Severe: wetness.	Severe: wetness.	Severe: wetness.
56----- Blanton	Severe: too sandy.	Severe: too sandy.	Severe: slope, too sandy.	Severe: too sandy.	Severe: droughty.

TABLE 7.--WILDLIFE HABITAT  
 (See text for definitions of "good," "fair," "poor," and "very poor." Absence of an entry indicates that the soil was not rated)

Map symbol and soil name	Potential for habitat elements						
	Grain and seed crops	Grasses and legumes	Wild herba-ceous plants	Hard-wood trees	Conif-erous plants	Wetland plants	Shallow water areas
2. Agents							
3. Beaches							
4. Echav	Poor	Fair	Good	Fair	Fair	Poor	Very poor.
5. Frdp	Very poor.	Very poor.	Poor	Poor	Poor	Very poor.	Very poor.
6. Hurricane	Poor	Poor	Fair	Fair	Fair	Poor	Very poor.
Pottsbury	Poor	Poor	Fair	Poor	Poor	Poor	Poor
7. Kingsland	Very poor.	Poor	Poor	Poor	Poor	Good	Poor
8. Kureb	Very poor.	Poor	Poor	Very poor.	Poor	Very poor.	Poor
9. Leon	Poor	Fair	Good	Poor	Fair	Poor	Fair
10. Mandarin	Very poor.	Poor	Poor	Poor	Fair	Very poor.	Poor
11. Chaires	Poor	Fair	Fair	Poor	Fair	Fair	Fair
12. Newhan	Very poor.	Poor	Poor	Very poor.	Very poor.	Very poor.	Poor
Corolla	Very poor.	Very poor.	Very poor.	Very poor.	Very poor.	Poor	Very poor.
13. Goldhead	Poor	Fair	Fair	Fair	Fair	Fair	Fair
14. Rutlege	Very poor.	Poor	Poor	Poor	Poor	Fair	Good
15. Buccaneer	Very poor.	Poor	Poor	Fair	Poor	Good	Poor
16. Elizabeth	Very poor.	Poor	Poor	Poor	Poor	Good	Poor
17. Urban land	Poor.						

TABLE 7.--WILDLIFE HABITAT--Continued

Map symbol and soil name	Potential for habitat elements										Potential as habitat for--
	Grain and seed	Grasses and legumes	Wild herbaceous plants	Hard- wood trees	Coniferous plants	Wetland plants	Shallow water areas	Openland wildlife	Woodland wildlife	Wetland wildlife	
33: Meadowbrook-----	Very poor.	Very poor.	Very poor.	Very poor.	Very poor.	Fair	Good	Very poor.	Very poor.	Good.	
34: Croatan-----	Very poor.	Poor	Poor	Poor	Poor	Good	Good	Poor	Poor	Good.	
36: Boulogne-----	Poor	Fair	Fair	Poor	Fair	Fair	Poor	Fair	Fair	Poor.	
37, 38: Meggett-----	Poor	Fair	Good	Fair	Good	Good	Good	Fair	Good	Good.	
39: Evergreen-----	Very poor.	Poor	Poor	Very poor.	Very poor.	Good	Good	Poor	Poor	Good.	
40: Leon-----	Very poor.	Very poor.	Very poor.	Very poor.	Very poor.	Good	Good	Very poor.	Very poor.	Good.	
40: Brookman-----	Very poor.	Very poor.	Very poor.	Very poor.	Very poor.	Fair	Good	Very poor.	Very poor.	Good.	
44: Corolla-----	Very poor.	Very poor.	Very poor.	Very poor.	Very poor.	Poor	Very poor.	Very poor.	Very poor.	Very poor.	
45: Meggett-----	Very poor.	Very poor.	Very poor.	Very poor.	Very poor.	Fair	Good	Very poor.	Very poor.	Good.	
46: Buccaneer-----	Poor	Fair	Fair	Fair	Fair	Good	Fair	Poor	Fair	Good.	
47: Leefield-----	Fair	Fair	Good	Fair	Fair	Fair	Fair	Fair	Fair	Fair.	
49: Ousley-----	Poor	Fair	Good	Fair	Fair	Poor	Very poor.	Fair	Fair	Very poor.	
Handarin-----	Very poor.	Poor	Poor	Poor	Fair	Very poor.	Very poor.	Poor	Poor	Very poor.	
50: Bianton-----	Poor	Fair	Fair	Fair	Fair	Very poor.	Very poor.	Fair	Fair	Very poor.	
51: Albany-----	Fair	Fair	Fair	Fair	Fair	Poor	Poor	Fair	Fair	Poor.	
52: Oster-----	Very poor.	Poor	Fair	Fair	Fair	Fair	Good	Poor	Fair	Fair.	
53: Meadowbrook-----	Poor	Fair	Fair	Fair	Fair	Fair	Fair	Fair	Fair	Fair.	
54: Sapelo-----	Poor	Fair	Fair	Poor	Fair	Fair	Fair	Fair	Fair	Fair.	
55: Meadowbrook-----	Poor	Fair	Fair	Fair	Fair	Fair	Fair	Fair	Fair	Fair.	
Goldhead.											

Some terms that describe restrictive soil features are defined in the Glossary. See text for definitions of "light," "poor," and other terms. Absence of an entry indicates that the soil was not rated. The information in this table indicates the dominant soil condition; it does not eliminate the need for onsite investigation]

TABLE 9.--SANITARY FACILITIES

Map symbol and soil name	Septic tank absorption fields	Sewage lagoon areas	Trench sanitary landfill	Area sanitary landfill	Daily cover for landfill
Richman	Severe: wetness, seepage, poor filter.	Severe: wetness.	Severe: seepage, wetness, too sandy.	Severe: seepage, wetness.	Poor: too sandy.
5 Rupp	Severe: poor filter.	Severe: flooding, seepage, slope.	Severe: seepage, wetness, too sandy.	Severe: seepage.	Poor: seepage, wetness, too sandy.
6 Hurricane	Severe: wetness, seepage, poor filter.	Severe: wetness, seepage.	Severe: wetness, seepage, too sandy.	Severe: seepage, wetness.	Poor: seepage, wetness, too sandy.
Pottsbury	Severe: wetness, seepage, poor filter.	Severe: wetness, seepage.	Severe: wetness, seepage.	Severe: seepage, wetness.	Poor: seepage, wetness, too sandy.
7 Kingsland	Severe: flooding, wetness, subsides.	Severe: flooding, seepage, excess humus.	Severe: flooding, wetness, seepage.	Severe: flooding, wetness.	Poor: excess humus, wetness.
8 Kureb	Severe: poor filter.	Severe: seepage.	Severe: too sandy.	Severe: seepage.	Poor: seepage, too sandy.
9 Leon	Severe: wetness, seepage, poor filter.	Severe: wetness, seepage.	Severe: wetness, seepage, too sandy.	Severe: wetness, seepage.	Poor: seepage, wetness, too sandy.
10 Mandarin	Severe: wetness, seepage, poor filter.	Severe: wetness, seepage.	Severe: wetness, seepage, too sandy.	Severe: wetness, seepage.	Poor: seepage, wetness, too sandy.
11 Chaires	Severe: wetness, seepage, percs slowly.	Severe: seepage.	Severe: wetness, seepage, too sandy.	Severe: wetness, seepage.	Poor: seepage, wetness, too sandy.
12 Newhan	Severe: poor filter.	Severe: seepage, slope.	Severe: seepage, wetness, too sandy.	Severe: seepage.	Poor: seepage, wetness, too sandy.
Corolla	Severe: wetness, seepage, poor filter.	Severe: seepage, flooding, wetness.	Severe: wetness, seepage.	Severe: wetness, seepage.	Poor: seepage, wetness, too sandy.

TABLE 9.--SANITARY FACILITIES--Continued

Map symbol and soil name	Septic tank absorption fields	Sewage lagoon areas	Trench sanitary landfill	Area sanitary landfill	Daily cover for landfill
Albany	Severe: wetness.	Severe: seepage, wetness.	Severe: wetness, too sandy.	Severe: seepage, wetness.	Poor: too sandy, wetness.
Coaler	Severe: wetness, poor filter.	Severe: seepage, wetness.	Severe: seepage, wetness, too sandy.	Severe: seepage, wetness.	Poor: seepage, too sandy, wetness.
Headbrook	Severe: wetness, poor filter.	Severe: seepage, wetness.	Severe: wetness, too sandy.	Severe: seepage, wetness.	Poor: seepage, too sandy, wetness.
Headbrook	Severe: wetness, poor filter.	Severe: seepage, wetness.	Severe: wetness, too sandy.	Severe: seepage, wetness.	Poor: seepage, too sandy, wetness.
Sapelo	Severe: wetness, poor filter.	Severe: seepage, wetness.	Severe: wetness, too sandy.	Severe: seepage, wetness.	Poor: seepage, too sandy, wetness.
Headbrook	Severe: wetness, poor filter.	Severe: seepage, wetness.	Severe: wetness, too sandy.	Severe: seepage, wetness.	Poor: seepage, too sandy, wetness.
Goldhead	Severe: wetness.	Severe: seepage, wetness.	Severe: seepage, wetness, too sandy.	Severe: seepage, wetness.	Poor: seepage, too sandy, wetness.
Maggott	Severe: wetness, porcs slowly.	Severe: wetness.	Severe: wetness, too clayey.	Severe: wetness.	Poor: too clayey, hard to pack, wetness.
Blanton	Severe: wetness, poor filter.	Severe: seepage, slope, wetness.	Severe: too sandy.	Severe: seepage.	Poor: too sandy.
Ortega	Moderate: wetness.	Severe: seepage, slope.	Severe: wetness, too sandy.	Severe: seepage.	Poor: seepage, too sandy.
Panney	Slight-	Severe: seepage.	Severe: seepage, too sandy.	Severe: seepage.	Poor: seepage, too sandy.

Nassau County Public Works Department

Jack J. D'Amato, Jr., PE  
Director of Public Works

Gary R. Larson, CBO  
Building Official

John H. Meier, PE  
Civil Engineer

C. Dan Garlington, AICP  
Planner

William Posten  
Code Enforcement

2290 State Road 200  
Fernandina Beach, Florida 32034-3056



May 14, 1997

Mr. Chris Kirkland  
P.O. Box 1204  
Hilliard, FL 32046

Re: Proposed Bryceville Community Center Site

Dear Mr. Kirkland:

Please be advised by this letter that I have performed an on-site investigation of the above referenced site with respect to wetland impacts. Based on my inspection I have concluded that no significant jurisdictional areas exist on said site within the proposed property limits.

If I may be of further service, please advise.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack D'Amato".

Jack D'Amato PE  
Director of Public Works

PERNANDINA  
(904) 321-5765 OR 321-5760

TOLL FREE  
1-800-264-2065 1-800-948-3364

RECEIVED MAY 12 1997

Florida Department of Agriculture & Consumer Services  
BOB CRAWFORD, Commissioner



FM/CSF

Please Respond To:

Division of Forestry  
3125 Conner Boulevard  
Tallahassee, Fla. 32399-1650

May 7, 1997

Honorable Chris Kirkland  
Commissioner, District 4  
Nassau County Board of County Commissioners  
Post Office Box 1010  
Fernandina Beach, Florida 32035-1010

Dear Commissioner Kirkland:


Enclosed are three originals of the Sublease Agreement pertaining to the portion of Cary State Forest that is scheduled for use by Nassau County. The first complete paragraph on page two contains some additional wording that was inserted at the request of Mr. Gresham. I have enclosed a separate page with the additional wording highlighted to facilitate your review. Please have all three documents properly executed by the appropriate Nassau County representative. Keep one original for your records and return the other two to me at the above address.

I have also included a copy of your draft management plan with requested changes identified. The most significant change is on page four, where we have added extra wording to the introduction of Section M, at the request of Mr. Gresham. As you are aware, you cannot begin construction or groundbreaking until the Sublease has been executed and your management plan has been approved. If you send the completed management plan along with the fully executed Sublease Agreement, I believe we can arrange for review of the plan by the Division of State Lands within a reasonable time.

Please give me a call at 904/414-9913, if you have any questions.

Sincerely,

BOB CRAWFORD  
COMMISSIONER OF AGRICULTURE

  
Jim Grubbs  
State Lands Operations Coordinator

Enclosures (4)

cc: Bruce Hill, District Manager  
Charles Maynard, Chief of Forest Management  
John F. O'Meara, State Lands Supervisor  
L. Earl Peterson, Director, Division of Forestry

Nick Deonas  
John A. Crawford  
Pete Cooper  
Chris Kirkland  
Marianne Marshall  
Dist. No. 1 Fernandina Beach  
Dist. No. 2 Fernandina Beach  
Dist. No. 3 Yulee  
Dist. No. 4 Hilliard  
Dist. No. 5 Callahan

JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk  
MICHAEL S. MULLIN  
County Attorney  
WALTER D. GOSSETT  
County Coordinator

**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010



Mr. Jim Grubbs  
State Lands Operation Coordinator  
Florida Department of Agriculture & Consumer Services  
Division of Forestry  
3125 Conner Boulevard  
Tallahassee, FL 32399-1650

Dear Jim:

Please find the enclosed executed sublease agreements and Forest Management Plan with exhibits as per our conversation of May 13, 1997. I will need the assistance of your agency in recovering exhibits # 7, 9, 10, and 11 for the Bryceville Community Park Management Plan.

As I am sure you are aware, I met with Bruce Hill, Jacksonville District Forester, on Thursday of last week regarding the clearing of two acres of land which will be required for the t-ball fields. He assures me that it will be logistically possible to begin work within a six-week time frame. I cannot stress enough the importance of beginning this project at least by the end of June, given the time constraints of the upcoming fall Little League season.

If you have any further questions, please do not hesitate to call me. Thank you for your assistance in this matter.

Sincerely,

Chris Kirkland  
County Commissioner

Jim

Enclosures

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

An Affirmative Action / Equal Opportunity Employer



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
P.O. Box 1010  
Fernandina Beach, Florida 32035-1010

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Marianne Marshall  
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JOSEPH M. "Chip" OXLEY, JR.  
Ex-Officio Clerk  
MICHAEL S. MULLIN  
County Attorney  
WALTER D. GOSETT  
County Coordinator

May 14, 1997

Mr. Jim Grubbs  
State Lands Operation Coordinator  
Florida Department of Agriculture & Consumer Services  
Division of Forestry  
3125 Conner Boulevard  
Tallahassee, FL 32299-1650

Dear Jim:

Please find the enclosed executed sublease agreements and Forest Management Plan with exhibits as per our conversation of May 13, 1997. I will need the assistance of your agency in recovering exhibits # 7, 9, 10, and 11 for the Bryceville Community Park Management Plan.

As I am sure you are aware, I met with Bruce Hill, Jacksonville District Forester, on Thursday of last week regarding the clearing of two acres of land which will be required for the t-ball fields. He assures me that it will be logistically possible to begin work within a six-week time frame. I cannot stress enough the importance of beginning this project at least by the end of June, given the time constraints of the upcoming Fall Little League season.

If you have any further questions, please do not hesitate to call me. Thank you for your assistance in this matter.

Sincerely,

Chris Kirkland  
County Commissioner

Department of Environmental Protection.  
the land, appraised by an appraiser approved by the Bureau of Appraisal,  
roadways within Cary State Forest in an amount equal to the appraised value of  
amortized over a four year period to be used for road improvements on the  
5. The County agrees to furnish the Department with road materials

in the Cary State Forest; and  
4. The County agrees to vacate all existing public rights of way located  
community center and recreational facilities for youth activities; and

3. The leased land shall be used solely for the purpose of a public purpose  
construction of the recreational facilities; and

agreement, the county may proceed with whatever plans are necessary to commence  
2. The parties agree, that upon the joint execution of the interlocal

described in the attached Exhibit "A" for a fifty year period; and  
the county for the county's execution, said property which is more particularly  
1. The Department shall prepare a sublease agreement and forward same to

each other, the County and the Department agree as follows:  
NOW, THEREFORE, for and in consideration of the mutual benefits to

Bryceville, Florida.  
for the sublease of property located at the Cary State Forest located in  
WHEREAS, the County and the Department desire to enter into an agreement

W I T N E S S E T H

to as "Department".  
the Florida Department of Agriculture and Consumer Services, hereinafter referred  
County Board of County Commissioners, hereinafter referred to as "County"; and  
THIS INTERLOCAL AGREEMENT, made and entered into by and between the Nassau

INTERLOCAL AGREEMENT

FDACS Contract  
Number 3676

8676

FDACS

4-21-9

6. The Department shall be granted authority to utilize the community center and other existing facilities on a space available basis at no charge.

IN WITNESS WHEREOF, the parties have caused this interlocal agreement to be executed for the uses and purposes set forth therein.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

JOHN R. CRAWFORD, CHAIRMAN

Approved as to form by the  
Nassau County Attorney:

MICHAEL S. MULLIN

FLORIDA DEPARTMENT OF  
AGRICULTURE & CONSUMER SERVICES

Mike Gresham, Director  
Division of Administration

ATTEST:

S. M. "CHIEF" OXLEY, JR.  
Its: Ex-Officio Clerk

Witness

Witness

EXHIBIT "A"

Legal Description

Lots 24, 25, 28 and 29, and part of 7th Street and part of Orange Street, of the plat "Bryceville" recorded in Plat Book "O", Page 43 of the Public Records of Nassau County, Florida, being more particularly described as follows;

Commence at the Southeast corner of Section 19, Township 1 South, Range 24 East, of said Nassau County; thence North 00°04'39" West, 80.00 feet, along the East line of said Section 19, to the North Right-of-Way line of Mores Road (an 80-foot Right-of-Way); thence the following 2 courses along said North Right-of-Way line: (1) South 89°55'21" West, 114.21 feet, to the Point of Beginning; thence continue South 89°55'21" West, 495.76 feet to the Southeast corner of those lands described in Official Records Volume 161, Page 590 of the Public Records of said Nassau County; thence the following 2 courses around the perimeter of said described lands: (1) North 12°56'16" East, 206.75 feet; (2) thence South 85°56'02" West, 210.06 feet to the East Right-of-Way line of U.S. Highway No. 301 (State Road No. 13, a 200 foot Right-of-Way) and a point on a curve, concave northwesterly, having a radius of 26,538.358 feet; thence northeasterly, around said curve to the left, through a central angle of 00°26'50", a chord bearing and distance of North 17°08'48" East, 207.14 feet; thence North 89°49'34" East, 597.90 feet; thence South 00°04'39" East, 396.67 feet to the Point of Beginning. Containing 5.00 acres or 217,800 square feet, more or less.