

**LEASE AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND HERNANDO COUNTY, FLORIDA FOR
THE WEEKI WACHEE PRESERVE PARK**

THIS LEASE AGREEMENT (“Lease”) is made and entered into on the 12th day of March, 2024, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation (“District”), having a principal place of business at 2379 Broad Street, Brooksville, Florida 34604-6899 and HERNANDO COUNTY, a political subdivision of the State of Florida (“County”), having a mailing address of 15470 Flight Path Drive, Brooksville, Florida 34604 (altogether, the “Parties”).

WITNESSETH:

WHEREAS, the District is owner in fee simple of certain lands situated in Hernando County known as the Weeki Wachee Preserve, more specifically described in Exhibit “A” attached hereto and incorporated by reference (“Property”); and

WHEREAS, the District acquired the property to preserve and protect its water, ecological, natural, cultural, and historic resources; and

WHEREAS, the County desires to lease a portion of the Property further described below for the purposes of environmental education and passive outdoor recreation; and

WHEREAS, the District values intergovernmental cooperation and relationships to provide public use and enjoyment of the Property, and desires to lease to the County a portion of the Property to affect the aforementioned purposes; and

WHEREAS, the Parties desire and agree to enter into this Lease to clarify their rights and responsibilities.

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and agreements hereinafter contained, the District agrees to lease a portion of the Property further described below to the County subject to the following terms and conditions:

1. **DESCRIPTION OF LEASE AREA:** The portion of the Property subject to this Lease is situated in the County of Hernando, State of Florida, and is more particularly described in Exhibit “B” attached hereto (“Park”).
2. **PURPOSE:** The purpose of this Lease is to authorize certain activities within the Park and define the District’s and the County’s rights and responsibilities

regarding the operation and maintenance of the Park. The Parties have agreed to a master plan for the Park identifying certain authorized amenities and the location of those amenities at the Park (Park Plan), a copy of which is attached hereto and made a part hereof as Exhibit "C". The County will continue to use the Park for the enjoyment of the public as an educational and passive recreational facility and for no other purpose without the prior written consent of the District.

3. RENT: No rent will be charged and therefore no rent is due under the terms of this Lease.

4. LEASE TERM: The term of this Lease shall be for a period of twenty (20) years, commencing on the date last signed by the Parties hereto ("Commencement Date") and ending on March 12, 2044, unless sooner terminated pursuant to the provisions of this Lease. Thereafter, this Lease is renewable, upon the Parties' mutual, written agreement in twenty-year increments, unless terminated as otherwise set forth herein. The Parties' obligations under this Lease are contingent upon the District holding fee simple title to the Property.

5. TERMINATION: If the County abandons the Park or ceases to use the Park for the purposes stated herein for a period of two (2) consecutive years, then this Lease will automatically terminate. The District or the County may terminate this Lease for convenience by giving one (1) year notice in writing of its intent to do so.

6. QUIET ENJOYMENT AND RIGHT OF USE: The County shall have the right of ingress and egress to, from and upon the Park as explicitly provided for in this Lease for all purposes necessary for the full quiet enjoyment by the County of the rights conveyed herein.

7. AUTHORIZED USES: This Lease authorizes the County to carry out specific management activities as outlined in the Park Plan and the Education and Recreation Management Plan as set forth in Paragraph 15 herein. These activities include:
 - A. Ensuring the Park adheres to all laws relating to environmental preservation and land management, aiming to maintain its natural state and allow for compatible recreational activities.

B. Implementing essential management practices, such as: (i) security measures to protect the Park and its visitors, (ii) resource protection to preserve the Park's natural resources, (iii) environmental education programs to inform the public about the Park's ecological value, (iv) providing public access and facilitating passive recreational activities, and (v) habitat management.

8. DISTRICT RIGHTS: The District shall have the following rights pursuant to this Lease:

A. The right, for its officers, employees, agents and assigns, to enter upon and travel through and across the Park at any time, for inspection, construction, maintenance, environmental monitoring and studies, or for any other purpose necessary or convenient in connection with any water or resource management activities.

B. The right to engage in activities necessary for the primary purpose of water management and water supply, which are paramount and superior to the uses authorized by the Lease.

C. The sole and exclusive right to determine whether a proposed activity is authorized under Paragraph 7 of this Lease.

9. COUNTY RIGHTS: The County shall have the following rights pursuant to this Lease:

A. The right to improve and expand any and all existing amenities and trails within the Park, including the addition of covered picnic areas, as set forth in the Park Plan.

B. The right to utilize the Shoal Line Road entrance to the Park and build out a boardwalk or bridge over the canal to the Park for ingress and egress, subject to applicable permitting and mitigation requirements and the terms of this Lease, and as set forth in the Park Plan. Approval of any additional access points shall be at the District's sole discretion.

C. The right to construct a boardwalk along the existing canal consistent with Exhibit "C" hereto. Access from the boardwalk into the Park shall only be as shown on Exhibit "C".

D. The right to build and expand non-motorized boating activities at the Park such as a kayak launch within the footprint of the Park and as set forth in the Park Plan.

E. The right to build a bathroom facility at the Park, subject to applicable permitting and mitigation requirements and the terms of this Lease, and as set forth in the Park Plan.

F. The right to conduct environmental education at the Park, limited to informational signage around the Park.

10. PLACEMENT AND REMOVAL OF IMPROVEMENTS: The County may construct or modify buildings, structures, or other improvements in the Park at its sole expense as described in this Lease or as set forth in the Park Plan. In the event that site conditions make it necessary to adjust the location of any buildings, structures, or other improvements described in this Lease or as set forth in the Park Plan, the County may request such adjustment. Approval of any requested adjustment as contemplated in this paragraph shall be at the sole discretion of the District. The County shall maintain ownership of all removable equipment or improvements it places in the Park and may remove such items at the termination of this Lease. The County shall be responsible for operating and maintaining all improvements and structures in the Park during the term of this Lease, and for maintaining insurance coverage on any improvements or structures it places in the Park. However, under no circumstances shall the County bifurcate or create a barrier between the Park and the Property which prevents access from either the Park to the Property or the Property to the Park.

11. CONSTRUCTION OF IMPROVEMENTS: The County must obtain written approval from the District before starting any new construction activities within the Park. The County must notify the District in writing of the proposed construction and provide one set of draft construction plans signed and sealed by a licensed Florida professional engineer to the District at least 90 days before the planned start of construction, detailing the project's scope, location, use, and aesthetic considerations. The District's review and approval will only be regarding the proposed location, use, aesthetics, and consistency with this Lease and the Park Plan, and does not include the architectural, engineering, mechanical, electrical, or other components of the construction plans and documents, which remain the County's responsibility, and shall be provided to the County within sixty (60) days from receipt of same. If the District provides written comments or recommendations, the County will have sixty (60) days

from receipt to either revise the plans accordingly or provide a rationale for any deviations. The District may grant a request for an extension of this timeframe. The County is responsible for ensuring that the construction plans comply with all applicable laws, regulations, and standards, including obtaining all necessary permits and adhering to engineering, architectural, and environmental requirements. The County will bear all costs related to the construction of any improvements authorized under this Paragraph, including costs associated with consultation, design, permitting, construction, and legal fees. The District will cooperate with the County in executing permit applications, funding applications, or other similar documents that may be required in connection with any District-approved construction project, aiding in the process but not assuming responsibility for the outcomes or associated costs. Construction may only commence once the County has secured all required approvals, permits, and authorizations. Access to the Park for construction vehicles shall be along the existing maintenance road indicated in the Park plan. The County shall maintain the existing maintenance road during construction activities to the current standard, and after conclusion of construction activities shall return the existing maintenance road to the current or better condition.

12. OPERATION AND MAINTENANCE OF PROPERTY AND IMPROVEMENTS: The County shall maintain the Park and any improvements located thereon in a state of good condition, working order and repair including, but not limited to, keeping the Park free of trash or litter, and maintaining all planned improvements as set forth in the Education and Recreation Management Plan.
13. RESOURCE IMPACTS: The County will design and implement improvements to the Park in such a manner that will minimize the impact on natural systems and any water resources.
14. UNAUTHORIZED USES: The County shall, through its agents and employees, prevent the unauthorized use of the Park or any use thereof not in conformance with approved interim management activities subject to District approval and prior to submission of the Education and Recreation Management Plan as set forth below, in this Lease, or the approved Education and Recreation Management Plan. Additionally, under no circumstances shall the County allow swimming at the Park and shall post signage to that effect. Any such violation of this paragraph shall constitute a material breach of this Lease.

15. EDUCATION AND RECREATION MANAGEMENT PLAN: The County shall prepare and submit to District an Education and Recreation Management Plan for the Park that includes management recommendations for the Property, in accordance with Section 253.034, Florida Statutes, and chapter 18-2, Florida Administrative Code, within one (1) year of the effective date of this Lease and at least every ten (10) years thereafter as required by subsection 253.034(5), Florida Statutes, in substantially the same format attached hereto as Exhibit "D". The Park shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the Park without the prior written approval of the District until the Education and Recreation Management Plan is approved. The approved Education and Recreation Management Plan shall provide the basic guidance for all management activities. The County shall not use or alter the Park except as provided for in the Park Plan and/or the approved Education and Recreation Management Plan without the prior written approval of the District. The Education and Recreation Management Plan shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Education and Recreation Management Plan.
16. RIGHT TO INSPECT: The District or its duly authorized agents and employees shall have the right to inspect the Park and works and operations thereon of the County in any matter pertaining to this Lease. Any impediment to the right granted in this paragraph shall constitute a material breach of this Lease.
17. INSURANCE REQUIREMENTS: During the full term of this Lease, the County will obtain and maintain comprehensive general public liability insurance or self-insurance with limits pursuant to Section 728.28, Florida Statutes and worker's compensation coverage pursuant to Chapter 440, Florida Statutes. Such coverage will provide for thirty (30) days written notification to the District of any material change or cancellation. The Board of County Commissioners will provide to the District evidence of such insurance by means of a Certificate of Insurance or on County letterhead as appropriate.
18. INDEMNIFICATION: To the extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other, its agents, employees, and officers from and against all liabilities, claims, damages, expenses, or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees

and costs on appeal, caused or incurred, in whole or in part, as a result of any negligent act or omission by either party or anyone for whose acts or omissions either party may be liable under the provisions of this Lease. Nothing contained herein shall constitute a waiver of either party's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S. This provision will survive the termination of this Lease.

19. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this Lease in no way affects any of the Parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on the Property is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The County will implement all reasonable measures to locate, identify, protect, and preserve any known or discovered archaeological and historic sites at the Park.
20. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of the District. Any easement not in effect at the time of the Lease, or not approved in writing by the District, shall be void and without legal effect.
21. SUBLEASES: The County will not sublease the Park, unless the County obtains prior written approval of the terms and conditions of the sublease from the District. Any sublease not approved in writing by the District will be void and without legal effect. Any purported sublease in violation of this paragraph will constitute a material breach of this Lease for which the District may immediately terminate this Lease. The District's approval of a particular sublease does not constitute a waiver of the right to withhold approval of subsequent subleases.
22. ASSIGNMENT: The County shall not assign any of its rights or delegate any of its obligations under this Lease without the prior written consent of the District. Any such assignment or delegation without the prior written consent of the District shall be void and without legal effect. Any purported assignment or change of control in violation of this paragraph will constitute a material breach of this Lease for which the District may immediately terminate this Lease. If the District terminates this Lease, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the District's claim for damages.

23. SURRENDER OF PROPERTY: All improvements, including physical structures and modifications made to the Park during the term of this Lease, will be and will remain the property of the District. Prior to surrender of all or any part of the Park, the District's representatives will perform an onsite inspection and the keys to any buildings or gates on the Park will be turned over to the District. If the Park and the improvements located thereon do not meet all the conditions set forth in Paragraph 12 herein, the County will pay all costs necessary to meet the prescribed conditions.
24. BEST MANAGEMENT PRACTICES: The County shall implement applicable Best Management Practices for all activities conducted under this Lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by the District, the County, or other land managing agencies for the protection and enhancement of the Park.
25. UTILITY FEES: The County agrees to pay all deposits and monthly charges for all utility services supplied to the Park and all costs to repair, replace, clean and maintain connections and service to the Park and for having all utilities turned off or transferred upon termination of this Lease.
26. RIGHT OF FIRST REFUSAL: In the event that the District determines that any portion of or all of the Park is appropriate for surplus and sale, the District shall notify the County in writing of its intent and the County shall have the first right of refusal to purchase that portion of the Park and shall provide the District with written notice of its intention to exercise that right within thirty (30) days of being notified of the District's intent to surplus. The purchase price for the potential surplus property shall be at the fair market value as of the date of exercise of the right by the County, and the fair market value shall be determined by two (2) appraisals and a review by an independent third party appraiser.
27. MATERIAL BREACH: Each of the following events will constitute a material breach of this Lease for which the District may terminate this Lease:
 - A. The County fails to submit an Education and Recreation Management Plan in conformance with Exhibit "D hereto and in accordance with the terms of this Lease, or

B. The County fails to proceed in a manner that will implement or complete the actions, tasks or other aspects of the Education and Recreation Management Plan for required site management, or

C. The County constructs any permanent structures or other improvements by the County not authorized by the District, either directly or indirectly through the Park Plan or the approval of the Education and Recreation Management Plan, or

D. The County destructs or degrades natural systems, rare or endangered habitats that are targeted for preservation, or

E. The County violates federal, state or local laws, rules, regulations, or ordinances, or

F. The County causes the Park to be contaminated with hazardous wastes or other pollutants or fails to properly secure the Park to prevent or impede illegal dumping or degradation of natural habitats, or other unauthorized uses, or

G. The County fails to comply with the other terms of the Lease.

28. TERMINATION: The District may terminate this Lease by providing the County with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the County has failed to comply. If the County has not remedied its default within thirty (30) days after receiving the Notice of Termination, or other reasonable time specified in the notice, this Lease shall automatically terminate. The parties agree that this Lease is an executory contract. If, after termination by the District, it is determined that the County was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Lease

29. NO WAIVER OF DEFAULT: The failure of the District to insist, in any one or more instances, upon strict performance of any one or more of the terms and conditions of this Lease shall not be construed as a waiver of such terms and conditions, but the same shall continue in full force and effect. Waiver by the

District shall be deemed to be made only if set forth in writing and signed by both the District and the County.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the Property is held by the District. The County shall not do or permit anything that purports to create a lien or encumbrance of any nature against the Park including, but not limited to, mortgages or construction liens against the Park or against any interest of the District therein.

31. CONDITIONS AND COVENANTS: All of the provisions of this Lease shall be deemed covenants running with the land included in the Park, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting conditions and covenants were used in each separate provision.

32. DAMAGE TO THE PREMISES:

A. The County shall not do, or suffer to be done, in, on or upon the Park or as affecting said Park or adjacent properties, any act which may result in damage or depreciation of value to the Park or adjacent properties, or any part thereof.

B. The County 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 Park 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 (the "EPA") and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of the County's failure to comply with this paragraph, the County 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 Park, and (2) all off-site ground and surface waters and lands affected by the County's such failure to comply, as may be necessary to bring the Park 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 Park to the condition existing immediately prior to the occurrence which caused the damage. The County's obligations set forth in this paragraph shall survive the termination or expiration of this Lease. Nothing herein shall relieve the County of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by the County's activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, the County shall report such violation to all applicable governmental agencies having jurisdiction, and to the District, all within the reporting periods of the applicable governmental agencies.

33. TAXES AND ASSESSMENTS: If any ad valorem taxes, intangible property taxes, personal property taxes, mechanic's or materialman's liens, or other taxes or assessments of any kind are assessed or levied lawfully on the Park based on the County's use thereof during the term of this Lease, the County shall pay same within thirty (30) days after receiving written notice thereof from the District. Provided, however, the County shall not be responsible for payments in-lieu-of taxes required under Sections 373.5905 and 259.0322, Florida Statutes, or any successor statute. In the event the County fails to pay all the lawful taxes assessed or levied on the Park within thirty (30) days after receiving written notice thereof from the District, the District may, at its sole option, pay said taxes subject to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administrative costs thereof incurred by the District, including reasonable attorney's fees. Failure of the County to pay said taxes shall constitute default under this Lease.

34. NON-DISCRIMINATION: The County shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, disability, or marital status with respect to any activity occurring or conducted on the Property.

35. SIGNAGE: All public entrance signage will inform the public that the Park was made available for recreational use by the District and that the Park's operation is a cooperative project between the County and the District and shall designate the Park as the Weeki Wachee Preserve Park. The style and material of the signage will match the style and material of signage used by the District.

36. DISTRICT RESOURCE MANAGEMENT ACTIVITIES: The District reserves the right to conduct or perform any resource management activities that, in its sole discretion, may be required to protect and preserve the Park, including but not limited to controlled burns, wildfire suppression, end exotics control, including flora and fauna. In the event the District plans to commence any of these activities, it will provide the County with thirty (30) days-notice.

37. FEES AND REVENUES:
 - A. The County may charge a parking or user fee to the visitors and users of the Park. Any such fees charged by the County will be used for actual and budgeted expenses incurred or to be incurred by the County in the operation, maintenance, and security of the Park. The District will have the right, at any reasonable time, to inspect and audit the books and financial records of the County and any of its licensees as they pertain to the Park.
 - B. Nothing in this Lease will prohibit the County from seeking funding from federal or state agencies through grants or other sources to assist with its management responsibilities.

38. COMPLIANCE WITH LAWS: The County will abide by and assist the District in satisfying all applicable federal, state, and local laws, rules, regulations, and guidelines, related to performance under this Lease.

39. TIME: Time is expressly declared to be of the essence of this Lease.

40. GOVERNING LAW: This Lease shall be governed by and interpreted according to the laws of the State of Florida. Venue for resolving disputes under this Lease shall be Hillsborough County, Florida.

41. SECTION CAPTIONS: Articles, subsections and other captions contained in this Lease are for reference purposes only and are in no way intended to

describe, interpret, define or limit the scope, extent or intent of this Lease or any provisions thereof.

42. NOTICES: Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand delivery with receipt therefore, or by registered mail posted prior to the expiration date for such notice, return receipt requested, first class postage prepaid, or by facsimile transmission as follows:

To County: Hernando County Board of County Commissioners
 15470 Flight Path Drive
 Brooksville, FL 34604
 Attn: County Administrator

To District: Southwest Florida Water Management District
 2379 Broad Street
 Brooksville, FL 34604-6899
 Attn: Bureau Chief
 Land Resources Bureau

43. CONDITION OF PROPERTY: This Lease is made by the District without representations or warranties of any kind. The District assumes no liability or obligation to the County with reference to the condition of the Park or the suitability of the Park for any improvements. The Park is hereby leased by the District to the County in an "as is" condition, with the District assuming no responsibility for the care, repair, maintenance or improvement of the Park for the benefit of the County, except as provided for herein.
44. NON-WAIVER OF REGULATORY AUTHORITY: Nothing contained in this Lease shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the District as it now or hereafter exists under applicable laws, rules, and regulations.
45. EFFECTIVE DATE: This Lease shall be effective upon the date of approval of both the Board of County Commissioners of Hernando County and the Governing Board of the Southwest Florida Water Management District, whichever is later.

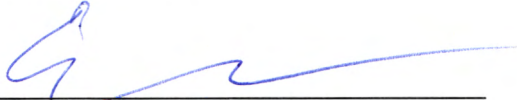
46. SEVERABILITY: If any term, covenant, or condition of this Lease or the application thereof to any person or circumstances will, to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable will not be effected thereby and each term, covenant, and condition of this Lease will be valid and enforced to the fullest extent permitted by law.

47. ENTIRE AGREEMENT: This Lease and the attached Exhibits constitute the entire agreement between the Parties and unless otherwise provided herein, may be amended only in writing and signed by all Parties to this Lease.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto, or their lawful representatives, enter into this Lease Agreement on the day and year set forth in the first paragraph, above.

**SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: 
E.D. Armstrong III, Chairman

Date: March 26, 2024

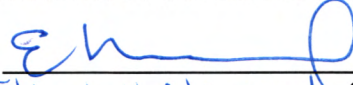
Attest: 
John Mitten, Secretary

Date: March 26, 2024

SEAL



**HERNANDO COUNTY, a political
subdivision of the State of Florida**

By: 
Elizabeth Narverud, Chair

Date: March 12, 2024

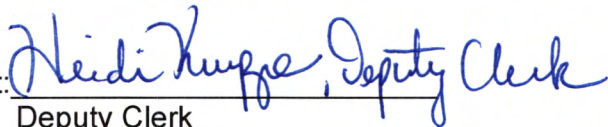
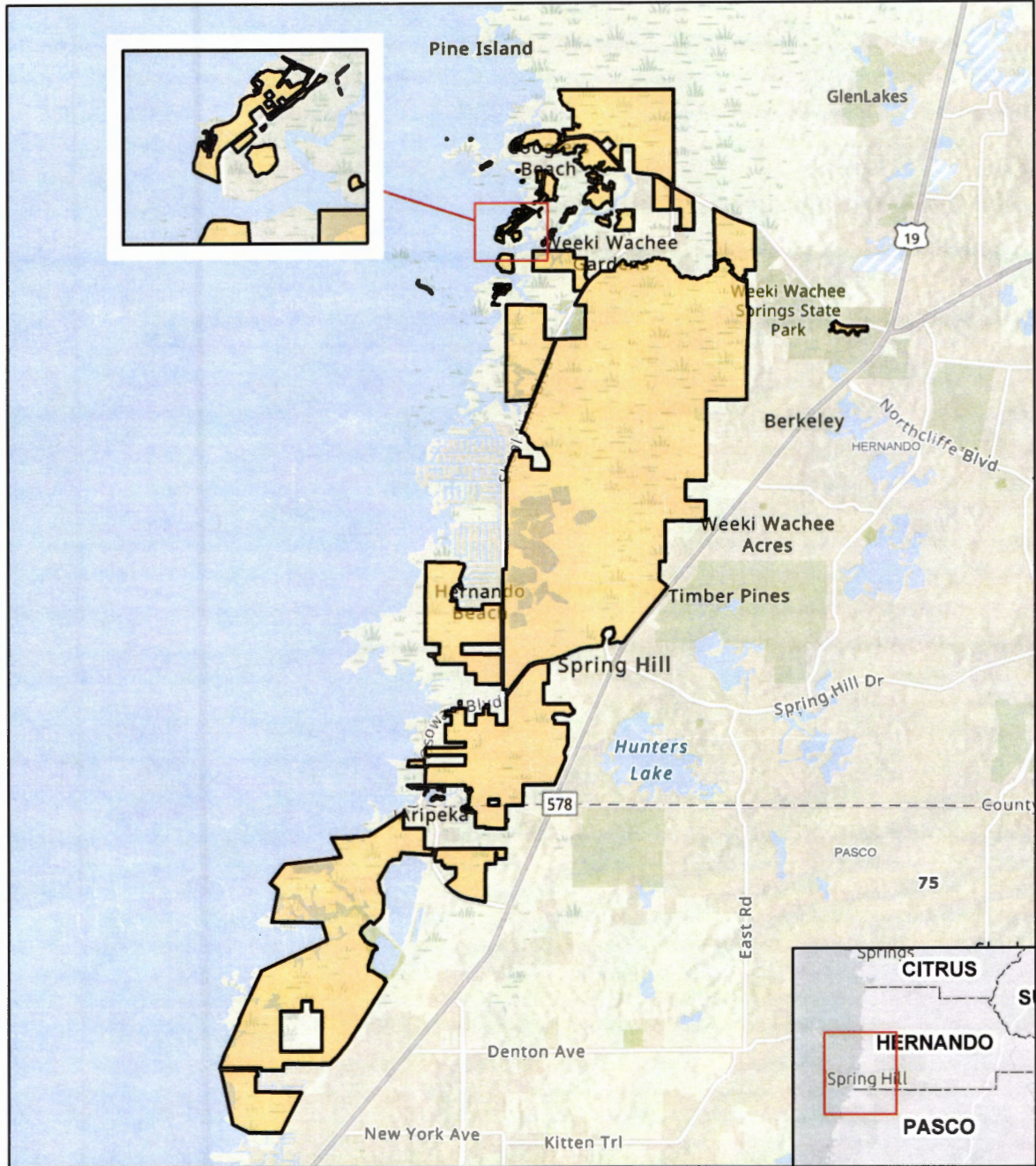

Attest: 
Deputy Clerk

Exhibit A



Esn. NASA, NGA, USGS, FDEP; Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, FDEP; Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS

 Weeki Wachee Preserve
Project Boundary



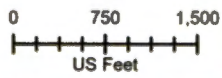
Southwest Florida
Water Management District

Exhibit B



Southwest Florida Water Management District, State of Florida, Maxar, Esri Community Maps Contributors, FDEP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, LISFWS

-  Proposed Weekwachee County Park
-  District Owned Lands Fee Simple



Southwest Florida
Water Management District

Exhibit B

You cannot make changes to the Legal Description Area.

Legal Description Parcel 15-773-243X (Access Area)

A strip of land 30 feet wide lying and being a portion of Section 7 and 18, Township 23 South, Range 17 East, Hernando County, Florida, lying east of Shoal Line Boulevard – County Road 597, the centerline of said 30-foot strip, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 Section 7, Township 23 South, Range 17 West; thence along and coincident with the North line of said Northwest 1/4, South 87° 24' 08" West (Being the basis of bearings for this description), a distance of 786.48 feet to the northwesterly corner of the Southwest Florida Water Management District (The District) Parcel 15-773-101, said point being on the easterly right of way line of Shoal Line Boulevard – County Road 597; thence along and coincident with the westerly line of said District parcel South 21° 25' 17" West, a distance of 2300.33 feet; thence leaving said westerly line the following two (2) courses: 1. South 21° 24' 19" West, a distance of 895.58 feet, 2. South 21° 24' 22" West, a distance of 343.00 feet to a point on the westerly line of said District parcel; thence South 21° 25' 23" West, a distance of 673.06 feet for a POINT OF BEGINNING; thence South 23° 04' 19" East, a distance of 306.90 feet; thence South 24° 07' 14" East, a distance of 945.36 feet to the beginning of a curve concave to the northeast having a radius of 11830.44 feet; thence Southeasterly 176.69 feet along said curve through a central angle of 00° 51' 21", having a chord bearing and distance of South 27° 45' 00" East, 176.69 feet to a point of tangency; thence South 30° 38' 57" East, a distance of 118.44 feet to the beginning of a curve concave to the northeast having a radius of 1310.81 feet; thence Southeasterly 341.53 feet along said curve through a central angle of 14° 55' 43", having a chord bearing and distance of South 37° 56' 17" East, 340.57 feet to a point of tangency; thence South 47° 13' 49" East, a distance of 652.95 feet to the POINT OF TERMINUS.
The above-described lands contain 1.75 Acres ±

Legal Description Parcel 15-773-243X (Parcel Area)

A parcel of land being a portion of Section 18, and 19, Township 23 South, Range 17 East, Hernando County, Florida, being further described as follows:

Commence at the Northeast corner of the Northwest 1/4 Section 7, Township 23 South, Range 17 East; thence along and coincident with the North line of said Northwest 1/4, South 87° 24' 08" West (Being the basis of bearings for this description), a distance of 786.48 feet to the northwesterly corner of the Southwest Florida Water Management District (The District) Parcel 15-773-101, said point being on the easterly right of way line of Shoal Line Boulevard – County Road 597; thence along and coincident with the westerly line of said District parcel South 21° 25' 17" West, a distance of 2300.33 feet; thence leaving said westerly line the following two (2) courses: 1. South 21° 24' 19" West, a distance of 895.58 feet, 2. South 21° 24' 22" West, a distance of 343.00 feet to a point on the westerly line of said District parcel; thence continue along and coincident with said Westerly line South 21° 25' 23" West, a distance of 843.30 feet to the beginning of a curve concave to the southeast having a radius of 5696.58 feet; thence Southwesterly 547.50 feet along said curve through a central angle of 05° 30' 24", having a chord bearing and distance of South 18° 42' 20" West, 547.29 feet to a point of tangency; thence South 00° 07' 56" East, a distance of 611.50 feet to the Southwest corner of Section 7, Township 23 South, Range 17 East, Hernando County, Florida per the boundary survey of Oak Sound, job

Exhibit B

You cannot make changes to the Legal Description Area.

number 85055j01 prepared by DC Johnson and Associates; thence South 00° 12' 47" West, a distance of 165.59 feet; thence continue South 00° 12' 47" West, a distance of 1149.91 feet for a POINT OF BEGINNING; thence the following 60 courses:

1. North 86° 17' 38" East, a distance of 156.64 feet;
2. North 81° 23' 55" East, a distance of 86.60 feet;
3. North 84° 28' 28" East, a distance of 554.02 feet;
4. North 83° 45' 36" East, a distance of 119.00 feet;
5. North 76° 11' 18" East, a distance of 277.83 feet;
6. North 75° 30' 02" East, a distance of 105.28 feet;
7. North 59° 20' 19" East, a distance of 77.36 feet;
8. North 50° 01' 38" East, a distance of 89.54 feet;
9. North 37° 08' 27" East, a distance of 247.99 feet;
10. North 42° 46' 11" East, a distance of 30.96 feet;
11. South 41° 50' 27" East, a distance of 178.14 feet;
12. South 33° 49' 07" East, a distance of 138.91 feet to the beginning of a non-tangential curve concave to the northeast having a radius of 135.81 feet;
13. Thence southeasterly 191.70 feet along said curve through a central angle of 80° 52' 22", having a chord bearing and distance of South 67° 49' 52" East, 176.17 feet to a point of intersection with a non-tangential line;
14. North 74° 16' 23" East, a distance of 51.87 feet;
15. North 83° 01' 00" East, a distance of 279.28 feet;
16. North 71° 23' 05" East, a distance of 244.24 feet;
17. North 83° 19' 24" East, a distance of 199.05 feet to the beginning of a non-tangential curve concave to the southwest having a radius of 153.45 feet;
18. Thence southeasterly 186.77 feet along said curve through a central angle of 69° 44' 21", having a chord bearing and distance of South 68° 51' 39" East, 175.45 feet to a point of intersection with a non-tangential line;
19. South 20° 20' 02" East, a distance of 415.43 feet;
20. South 16° 23' 38" East, a distance of 407.38 feet;

Exhibit B

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21. South 18° 02' 38" East, a distance of 347.94 feet to the beginning of a non-tangential curve concave to the southwest having a radius of 520.51 feet;
22. Thence southwesterly 244.70 feet along said curve through a central angle of 26° 56' 10", having a chord bearing and distance of South 09° 32' 21" East, 242.45 feet to a point of intersection with a non-tangential line;
23. South 07° 38' 58" West, a distance of 703.18 feet;
24. South 02° 55' 31" West, a distance of 243.22 feet;
25. South 04° 40' 38" East, a distance of 224.20 feet to the beginning of a non-tangential curve concave to the northwest having a radius of 205.04 feet;
26. Thence southwesterly 193.68 feet along said curve through a central angle of 54° 07' 18", having a chord bearing and distance of South 18° 45' 50" West, 186.56 feet;
27. South 45° 49' 28" West, a distance of 198.58 feet to the beginning of a curve concave to the southeast having a radius of 100.00 feet;
28. Thence southwesterly 62.48 feet along said curve through a central angle of 35° 47' 53", having a chord bearing and distance of South 27° 55' 32" West, 61.47 feet;
29. South 10° 01' 35" West, a distance of 468.61 feet;
30. South 46° 34' 47" East, a distance of 136.24 feet to the beginning of a curve concave to the southwest having a radius of 2316.52 feet;
31. Thence southwesterly 934.39 feet along said curve through a central angle of 23° 06' 39", having a chord bearing and distance of South 35° 01' 28" East, 928.07 feet to a point of intersection with a non-tangential line;
32. South 25° 01' 21" East, a distance of 352.60 feet to the beginning of a curve concave to the northwest having a radius of 100.00 feet;
33. Thence southwesterly 137.80 feet along said curve through a central angle of 78° 57' 03", having a chord bearing and distance of South 14° 27' 10" West, 127.15 feet to a point of intersection with a non-tangential line;
34. South 55° 48' 29" West, a distance of 333.27 feet;
35. South 59° 44' 01" West, a distance of 279.80 feet;
36. South 42° 41' 49" West, a distance of 45.75 feet;
37. South 42° 41' 49" West, a distance of 173.80 feet;
38. South 51° 34' 11" West, a distance of 172.07 feet;
39. South 51° 34' 11" West, a distance of 61.30 feet;

Exhibit B

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40. South 68° 55' 24" West, a distance of 67.56 feet;
41. South 60° 40' 15" West, a distance of 651.56 feet;
42. North 25° 47' 08" West, a distance of 560.80 feet;
43. North 13° 25' 00" East, a distance of 211.83 feet to the beginning of a non-tangential curve concave to the west having a radius of 100.00 feet;
44. Thence northwesterly 128.09 feet along said curve through a central angle of 73° 23' 26", having a chord bearing and distance of North 16° 10' 59" West, 119.51 feet;
45. North 52° 52' 42" West, a distance of 188.84 feet to the beginning of a non-tangential curve concave to the south having a radius 273.68 feet;
46. Thence northwesterly 252.23 feet along said curve through a central angle of 52° 48' 19", having a chord bearing and distance of North 80° 18' 59" West, 243.40 feet to a point of intersection with a non-tangential line;
47. South 80° 08' 20" West, a distance of 134.55 feet;
48. North 81° 41' 33" West, a distance of 236.71 feet;
49. North 61° 54' 45" West, a distance of 350.51 feet;
50. North 81° 19' 21" West, a distance of 358.29 feet to the beginning of a non-tangential curve concave to the southeast having a radius of 170.15 feet;
51. Thence southwesterly 121.53 feet along said curve through a central angle of 40° 55' 24", having a chord bearing and distance of South 62° 10' 39" West, 118.96 feet to a point of intersection with a non-tangential line;
52. South 25° 07' 15" West, a distance of 146.58 feet to the beginning of a non-tangential curve concave to the northwest having a radius of 50.00 feet;
53. Thence southwesterly 68.55 feet along said curve through a central angle of 78° 33' 16", having a chord bearing and distance of South 69° 28' 45" West, 63.31 feet;
54. North 71° 14' 37" West, a distance of 102.84 feet;
55. North 89° 44' 24" West, a distance of 187.49 feet to a point on the Southwest Florida Water Management District (The District) Parcel 15-773-101, said point being on the easterly right of way line of Shoal Line Boulevard – County Road 597; thence along and coincident with the westerly line of said District parcel the following 5 courses:
56. North 00° 15' 36" East, a distance of 181.25 feet;
57. North 00° 12' 47" East, a distance of 1796.03 feet;
58. North 00° 12' 47" East, a distance of 99.70 feet;

Exhibit B

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59. North 00° 12' 47" East, a distance of 828.26 feet;

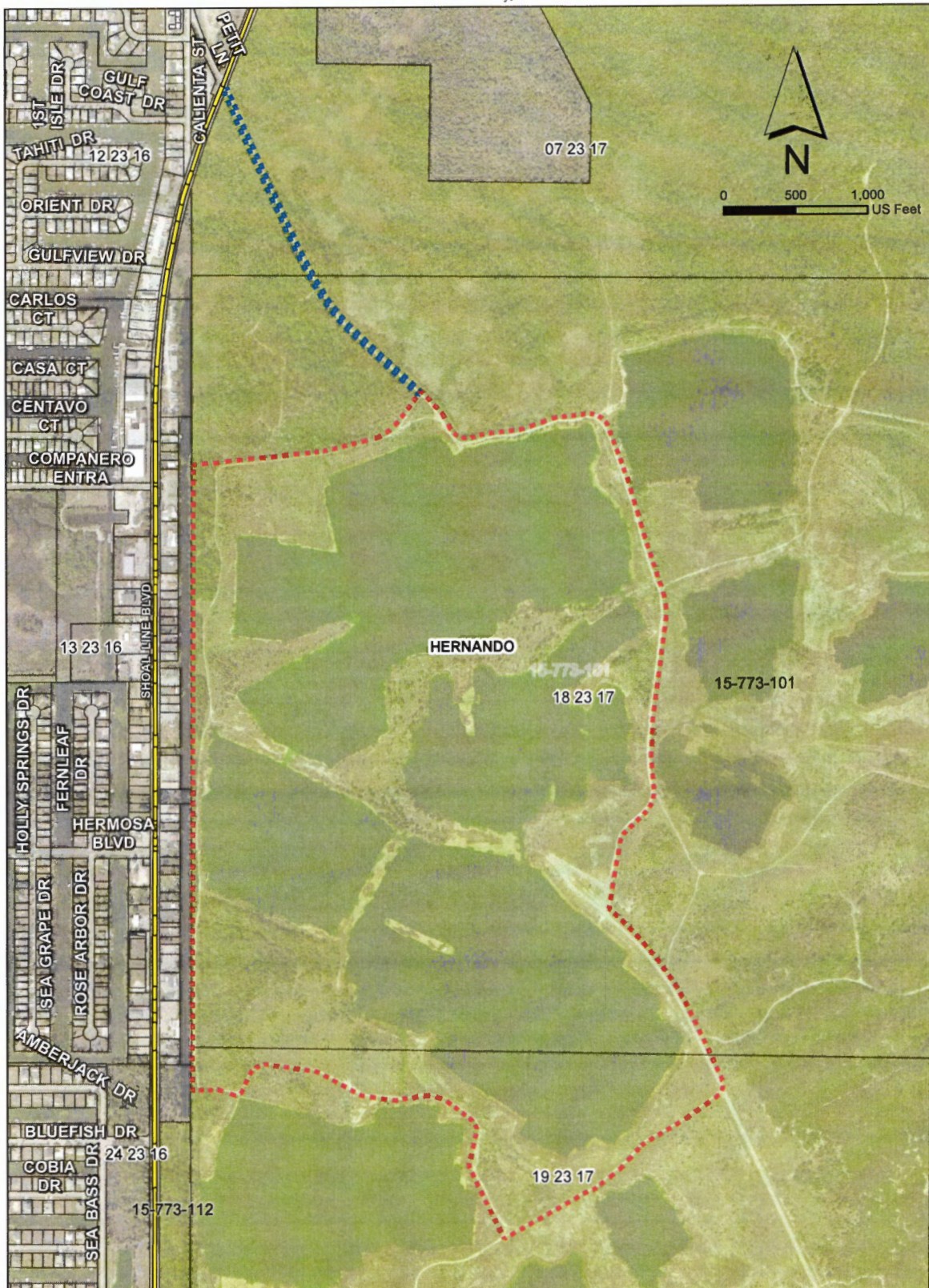
60. North 00° 12' 47" East, a distance of 1408.49 feet to the POINT OF BEGINNING.

The above-described lands contain 352.48 Acres ±

The bearings shown herein are based on the North line of the Northwest 1/4 of Section 7, South 87° 24' 08" West, per the Boundary Survey of Oak Sound, job number 85055j01 prepared by DC Johnson and Associates

Approved for use by the Survey Section 02-22-2024, W.O. 24-057.

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Graphic Presentation of SWF Parcel No. 15-773-243X

Notes:
 Work Order 24-057.
 Aerial Imagery of 2023.
 This is NOT a survey.




- Legend**
- ⋯ SWF Parcel No. 15-773-243X
 - ⋯ SWF Parcel No. 15-773-243X_Access
 - Hernando County Parcels
 - Fee Acquisition



Proposed Amenities

- | | |
|---|--|
|  Kiosk - 10' maximum diameter |  Existing Structure to be Removed |
|  Kayak/Canoe Launch - 40' x 20'* |  Access from Boardwalk |
|  Covered Picnic Table - 10' x 12'* |  Pedestrian Bridge - 10' wide |
|  Pavilions - 15' x 20' (2 max.) |  Boardwalk - 10' wide (along canal) |
|  Restrooms - 20' x 30'* |  Trails - 10' wide maximum |
| |  Boardwalk - 8' wide maximum |

Existing District Trails

-  Hiking Only Trail
-  Hiking and Biking Trail
-  Hiking, Biking and Vehicle Trail



* Dimensions not to exceed, unless otherwise stated

Exhibit D to Lease Agreement

Education and Recreation Management Plan (Template)

- Executive Summary
- Introduction and General Information
 - District and County Missions'
 - Plan Purpose
 - Plan Authority
 - Location
 - Lease
 - Adjacent Land Uses
 - Implementation Challenges
 - Plan Term
 - Description of Property
 - Stakeholder Involvement
- Education Implementation Plan
 - Vision for Education
 - Relation to Districts Core Mission and Areas of Responsibility
 - Water Supply
 - Flood Protection
 - Water Quality
 - Natural Systems
 - Habitat
 - Water Cycle
 - Wildlife corridor
- Recreation Implementation Plan
 - Identification of existing recreation
 - Narrative for proposed recreation
 - Compatibility
 - Correlation to education component
 - ADA accessibility
 - Maintenance
 - Security
 - Use Monitoring and Validation
- Goals and Objectives
 - Overview
 - Education
 - Recreation
 - Administration
 - Annual Reporting