

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

LEASE AGREEMENT

Lease No. 4505

THIS LEASE AGREEMENT, made and entered into this 26th day of July 2005, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR," and the VILLAGE OF TEQUESTA, a municipal corporation, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE, the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease contains 41.1 acres, is situated in the County of Martin, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".
3. TERM: The term of this lease shall be for a period of 50 years commencing on July 26, 2005 and ending on July 25, 2055 unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor activities and education which are compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformity with this lease.
7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.
8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with Section 253.034, Florida Statutes and subsection 18-2.021(4), Florida Administrative Code. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit applications, design or building contracts until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of

LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

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

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

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right to reasonably inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed in accordance with plans that are in accordance with the approved Management Plan or shall require the prior written approval of LESSOR as to purpose, location and design which approval shall not be unreasonably withheld. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE before or upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the leased

premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as coinsureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage, and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all taxes, assessments, liens or other similar liabilities that accrue to the leased premises or to the improvements thereon arising after this lease commences including any and all ad valorem taxes and drainage and special assessments or personal property taxes of every kind and all construction or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises subsequent to the

effective date of this lease. In no event shall the LESSEE be held liable for such liabilities which arose prior to the effective date of this lease.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

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

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to audit such records at any reasonable time during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the conditions of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with

LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE 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.

24. NOTICE: All notices given under this lease 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. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

LESSEE: Village of Tequesta
Post Office Box 3273
Tequesta, fl 33469

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge

any contaminants, pollutants, or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE 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 LESSEE'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 LESSEE'S obligations as set forth in paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other

violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies. This paragraph shall not be deemed to apply to any conditions existing prior to the effective date of this lease.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Land's standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all permanent/capital improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, Department of Environmental Protection, shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division.

29. BEST MANAGEMENT PRACTICES: LESSEE 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 LESSOR, LESSEE or other land managing agencies for the protection and enhancement of the leased premises.
30. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.
31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.
32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
33. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2 Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

34. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any 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 thereabove.

35. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and the improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, meeting all building and safety codes for the location situated, maintaining the planned improvements as set forth in the approved Management Plan and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease, reasonable wear and tear excepted; provided, however, that any removal, closure, etc, of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, enhancement, or safety of the natural and historical resources within the leased premises and with the approved Management Plan.

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

38. SIGNS: LESSEE shall ensure that the area is identified as being publicly owned and operated as a public facility in all signs, literature and advertising. If federal grants or funds are used by LESSEE for any project on the leased premises LESSEE shall erect signs identifying the leased premises as a federally assisted project.

39. 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.

40. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300. The initial annual administrative fee shall be payable within

thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

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

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

By: Gloria C. Nelson (SEAL)
GLORIA C. NELSON, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

Mark Martin
Witness

Print/Type Witness Name

Judy Woodward
Witness

Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26th day of July 2005, by Gloria C. Nelson, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, who is personally known to me or who has produced _____ as identification.

Theresa M. Brady
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Theresa M. Brady
Commission # DD081826
Expires Jan. 2, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

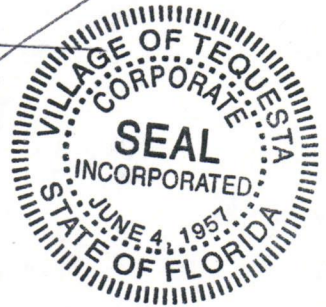
Approved as to Form and Legality

By: Samuel J. Hahn
DEP Attorney

Anne E. Koch
Witness
Anne E. Koch
Print/Type Name
Roberta Russo
Witness
Roberta Russo
Print/Type Name

VILLAGE OF TEQUESTA, a
municipal corporation

By: Jim Humpage
Jim Humpage
Print/Type Name
Title: Mayor



"LESSEE"

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 20th day of July 2005 by Jim Humpage, as Mayor.
They are personally known to me or who have produced _____ as
identification.

Gwen Carlisle
Notary Public, State of Florida
Gwen Carlisle
Type Notary Name

Commission Number:

Commission Expires:


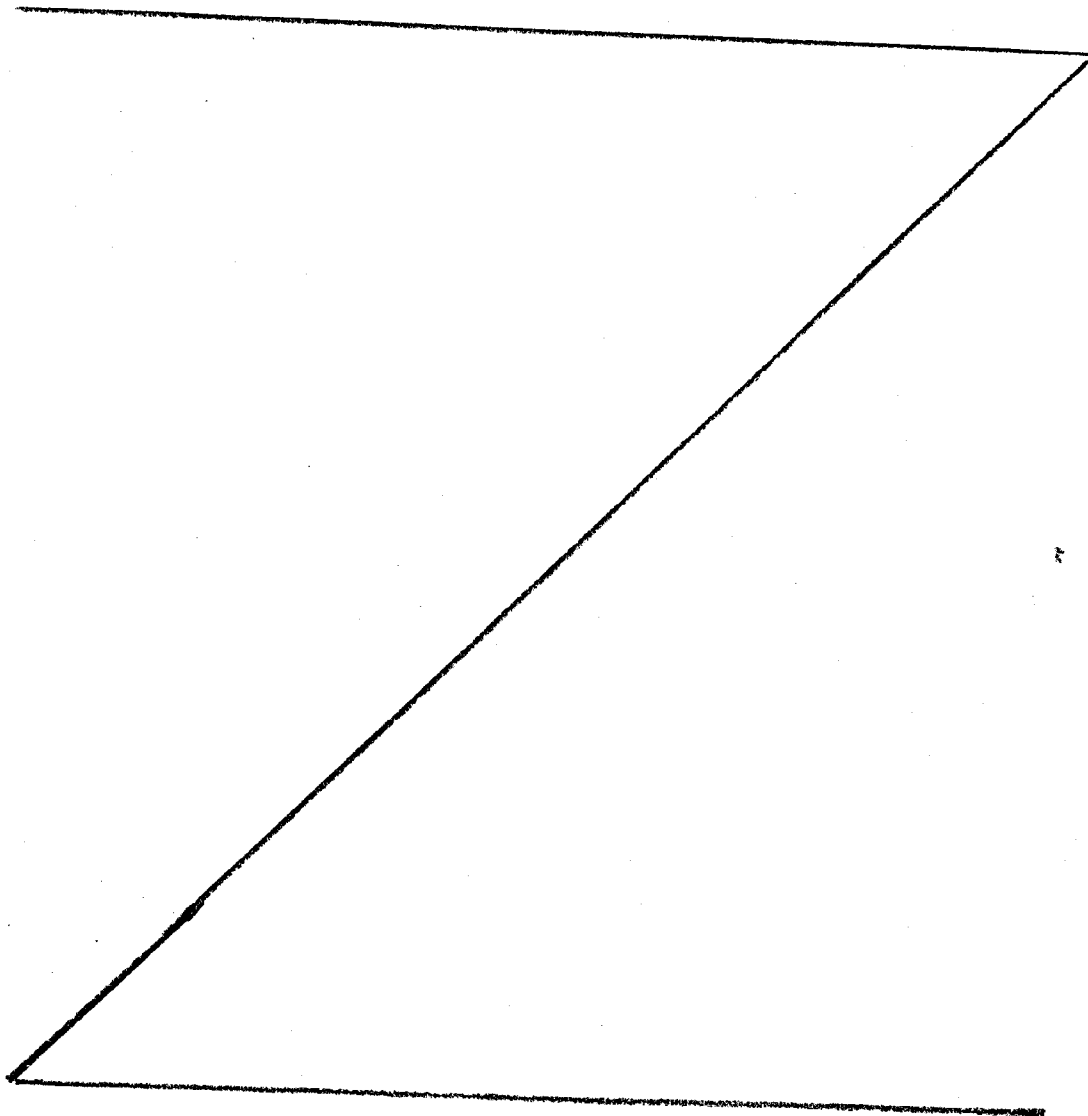
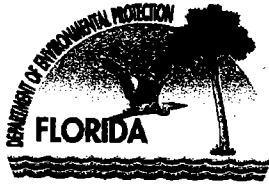
 Gwen E Carlisle
My Commission DD141331
Expires August 25, 2006

EXHIBIT "A"
LEGAL DESCRIPTION OF LEASED PREMISES

Beginning at a point on Range Line 43 East marking the West boundary line of Section 19, Township 40 South, Range 43 East, Martin County, Florida, where said line intersects an imaginary line 50 feet North of and parallel to the centerline of the County Road marking the boundary line of Martin and Palm Beach Counties, this as a point of beginning; thence, East along a line paralleling the County Road centerline as aforesaid, a distance of 848.25 feet; thence, North along a line parallel to the aforesaid Range Line, a distance of 1320 feet; thence West along a line parallel to the aforesaid West-to-East line, a distance of 848.25 feet to the aforesaid Range Line. All of the aforesaid parcel being located in Section 19; thence, continuing West, a distance of 826 feet more or less to the Easterly right-of-way line of old Dixie Highway, lying East of and running parallel to the Florida Eastcoast Railway; thence, Southeasterly along the Easterly right-of-way line of old Dixie Highway to a point where said right-of-way line intersects a Westerly extension of the first described imaginary line parallel to the County Road; thence, East along said extended line a distance of 191.75 feet more or less, to the point of beginning. All of the last described parcel being located in Section 24, Township 40 South, Range 42 East, Martin County, Florida.

All of the above containing approximately 41.1 acres.





Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

September 10, 2009

Ms. Pamela Lazarus
Recreation Specialist
345 Tequesta Drive
Tequesta, FL 33469

RE: Tequesta Park land use plan- Lease 4505

Dear Ms. Lazarus:

The Division of State Lands (DSL), Office of Environmental Services, acting as agent for the Board of Trustees of the Internal Improvement Trust Fund, approves the Tequesta Park land use plan. A plan update is due by September 10, 2019.

Approval of this Land Use plan does not waive the authority or jurisdiction of any governmental entity that may have an interest in this project. Implementation of any upland activities proposed by this plan may require a permit or other authorization from federal and state agencies having regulatory jurisdiction over those particular activities. Pursuant to the conditions of your lease, please forward copies of all permits to this office upon issuance.

Sincerely,

Paula L. Allen
Office of Environmental Services
Division of State Lands

PLA/bh

"More Protection, Less Process"
www.dep.state.fl.us



VILLAGE OF TEQUESTA

August 21, 2009

Dear Gloria,

RECEIVED AUG 27 2009

RECEIVED AUG 27 2009

With regard to Tequesta Park, enclosed please find the following documents:

- Land Use Plan
- Boundary Survey
- Current Photos of Tequesta Park
- Proposed Improvements Site Plan

Should you have any additional requests or requirements in order for the Village to move forward with Phases I and II of the FRDAP Grants for the park, please do not hesitate to contact me.

Regards,

Pamela Lazarus
Recreation Specialist
Village of Tequesta
Parks & Recreation Department
(561) 575-1285
(561) 575-7307 Fax
www.tequesta.org

Enclosures

345 Tequesta Drive • Tequesta, Florida 33469
(561) 575-6200 • Fax: (561) 575-6203
www.tequesta.org

Land Use Plan for Non-conservation Properties

This land use plan form is intended for all Board of Trustees leases and subleases of non-conservation properties. It is intended to address the requirements of Chapter 253.034 and 259.032, Florida Statutes, and 18-2.021, Florida Administrative Code. Attachments to this form are welcome if the space provided below is not sufficient. Number all attachments and reference them in the appropriate location below. Please answer all of the numbered items.

You are under no obligation to use this form. Any management plan format is acceptable, provided it includes all of the appropriate items from 253.034 and 259.032, F.S., and 18-2.021, F.A.C. This form is available in electronic format on request.

A. General Information

1. Land Management Plan Executive Summary
(A standard form is enclosed. Complete and attach to the front of the plan.)
2. Common name of the property
Tequesta Park
3. Indicate how the land was acquired. (For instance, quit claim, appropriation, budget grant, donation, etc.)
Lease Agreement: Lease Number 4505
4. Attach a map showing the location and boundaries of the property **including the location and type of structures or improvements on the property, as well as identifying the location and type of proposed improvements.**
See Attachments #1
5. Identify any Federal, State, local, or private conservation within 10-miles of the property. Attach a map showing the location in relation to this property.
Jonathan Dickinson State Park
6. Is the property within an Aquatic Preserve or a designated Area of Critical State Concern, or an area under study for such designation? If yes, has the appropriate managing agency been notified of the plan? Please provide a statement of proof.
NO

7. Are there any agency-specific statute requirements or legislative/executive directives that constrain the use of the property? (These restrictions can frequently be found in the lease or lease agreement)

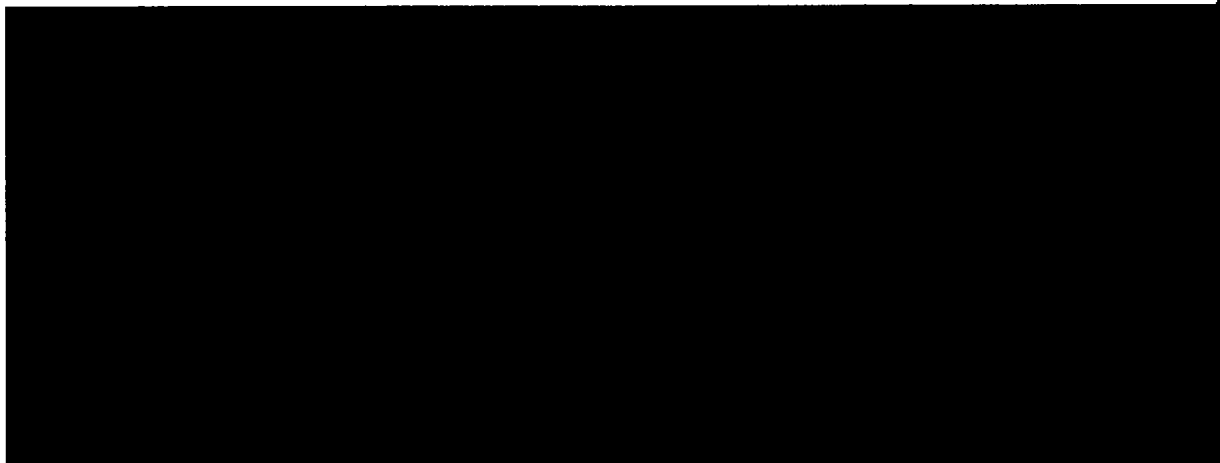
YES NO

If YES, please identify: **leased premises only for the conservation & protection of natural & historical resources and for the resource based public outdoor activities & education which are compatible with the conservation and protection of these public lands.**

8. Identify the degree of title held by the Board of Trustees, including any reservations or encumbrances such as leases.

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida referred to as "LESSOR" and the Village of Tequesta, a municipal corporation, referred to as "LESSEE".

9. State the extent of, if any, public involvement and local government participation in developing the plan, including a summary of comments and concerns expressed. (Properties less than 160 acres do not require an advisory group, as referenced in Chapter 259.032, F.S.)



B. Natural and Cultural Resources

10. Please provide the following information:

a) Are there any archaeological and/or historical resources on site?

YES ___ NO X

If YES, please identify _____

b) Are there any water resources, including water quality classification for each water body and the identification of any such water body that is designated as an Outstanding Florida Waters on site?

YES ___ NO X

If YES, please identify _____

c) Are there any State and federally listed endangered or threatened species, or imperiled habitat on site?

YES ___ NO X

If YES, please identify _____

d) Are there any beaches, dunes, swamps, marshes or other wetlands on site?

YES ___ NO X

If YES, please identify _____



e) Are there any mineral resources, such as oil, gas and phosphates, any unique natural features, such as coral reefs, natural springs, caverns, large sinkholes, virgin timber stands, scenic vistas, and natural rivers and streams, and outstanding native landscapes containing relatively unaltered flora, fauna, and geological features on site?

YES ____ NO

If YES, please identify _____

11. Please provide the management strategies to be implemented to protect the resources found on site. (These strategies can be attached as appendices.)

C. Usage of the Property

12. Identify the designated single or multiple uses of the property, as required in Chapter 253.034, F.S.

Single ____ Multiple use/s is/are **Active & Passive Recreation**

13. Describe the recent past uses of the property, and any unauthorized uses, if known.

Youth: Baseball, Softball, Soccer, Lacrosse, Basketball, Tennis, Rugby. Adult: Tennis, Soccer, Basketball. Dog Walking, Picnicking, Nature Walking.
No unauthorized use to mention (see attachment #2 Site Plan)

14. What is the purpose for which the property was acquired and the statutory authority for such uses?

To meet the Village's Comprehensive Plan for Recreation, Park, and green space.

15. Identify any proposed uses in detail (Attach a map that depicts any planned development of the property, or additions to existing structures. This information can be included on the map from #4 above.)

See attachment #2 Site Plan

16. Have alternative or multiple uses of this property been considered? (For example, recreation, silviculture, etc.)

YES NO ____

(If YES, please list them and explain why they were not adopted.)



Recreation

17. a) Are there any parcels of land within or adjacent to the property that should be purchased because they are essential to its management?
YES ____ NO X
- b) Are there any portions of this property no longer needed for your use?
YES ____ NO X

(If YES to "a" or "b," provide a brief statement and attach a map that clearly defines the specific parcels.)

D. Management Activities

18. If there is more than one agency managing this property, describe the management responsibilities of each agency and how such responsibilities will be coordinated.

No

19. List all important management needs and problems for the property. Explain how you plan to address these needs. For management problems, describe proposed solutions, including potential mitigation project sites. (attach additional pages as necessary)

ADA accessibility & storage. Pathways to recreation amenities to be added (see attachment #2 site plan). New storage facility for maintenance equipment.

20. Are there any adjacent land uses that conflict with the planned use of the property? YES ____ NO X

If YES, describe below and identify the approximate location of these activities on an attached map.

21. Are the planned uses of the property expected to impact the renewable and non-renewable resources of the property?
YES ____ NO X

(If YES, what specific actions will be taken to protect, enhance, and conserve these resources and to mitigate damage caused by such uses?)

22. How does your agency plan to provide for the following? (Note any drainage problems, development that might cause erosion, and sources of possible soil or water contamination, including any hazardous or petroleum products which are to be stored on site. Describe how these problems will be prevented. If no problems are anticipated, briefly explain why.):

a) Conservation of soil and water resources (including control and prevention of soil erosion and water and soil contamination) _____

b) Control of invasive, non-native plants

Exotic species to be removed (see attachment #2 site plan) as FRDAP Grants come available.

23. Please note your agreement with the following statement:

THE MANAGING AGENCY FOR THE PROPERTY DESIGNATED IN THIS MANAGEMENT PLAN WILL CONSULT WITH THE DIVISION OF HISTORICAL RESOURCES BEFORE TAKING ACTIONS THAT MAY ADVERSELY AFFECT ARCHAEOLOGICAL OR HISTORICAL RESOURCES. THIS MANAGEMENT PLAN COMPLIES WITH THE "STATE LANDS MANAGEMENT PLAN," ADOPTED BY THE BOARD OF TRUSTEES ON MARCH 17, 1981, AND THE PLAN REPRESENTS BALANCED PUBLIC UTILIZATION.

AGREE DISAGREE _____

24. Does the local government agree that this plan complies with their Local Government Comprehensive Plan? (Provide as a numbered attachment a letter from the local government, or at a minimum, a copy of the letter that your agency sent to them requesting this information.)

YES _____ NO _____ NO RESPONSE FROM LOCAL GOVERNMENT _____