

Federal Highway Administration
Region Four

ADMINISTRATIVE ACTION

DRAFT

PROGRAMMATIC 4(f) EVALUATION

U.S. Department of Transportation

Federal Highway Administration

and

Florida Department of Transportation

WPI Segment Number: 257165-1

State Project No.: 02010-1543

Federal Aid Program Number: XL-332-1(14)

County: Citrus

This project studies the expansion of the existing two-lane undivided rural roadway to a five-lane urban roadway with a continuous centered, dual left-turn lane and a four-lane divided urban roadway with geometric improvements at major intersections between SR 44 and SR 200. The proposed project also includes the replacement of the bridge over the Withlacoochee State Trail to accommodate 4-lane improvements. The total length of the project is approximately 9.8 kilometers (6.1 miles).

SR 45 (US 41) from SR 44 to SR 200
Citrus County

Submitted pursuant to 49 U.S.C. 303

Based upon considerations herein, it is determined that there is no feasible and prudent alternative to the use of land from Whispering Pines Park and Inverness Middle School and that the proposed action includes all possible planning to minimize harm to these Section 4(f) properties resulting from such use.

8/4/99
Date

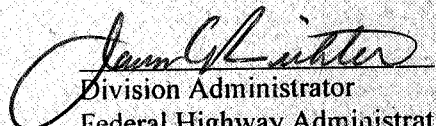

Division Administrator
for Federal Highway Administration

TABLE OF CONTENTS

1.0	<u>DESCRIPTION OF PROPOSED ACTION</u>	1
1.1	PROJECT DESCRIPTION	1
1.2	PURPOSE AND NEED	1
1.2.1	<u>Deficiencies</u>	1
1.2.1.1	Capacity	1
1.2.1.2	Functional Obsolescence	3
1.2.2	<u>Safety</u>	3
1.2.3	<u>Consistency with Transportation Plans</u>	3
2.0	<u>SECTION 4(f) PROPERTIES</u>	4
2.1	WHISPERING PINES PARK	4
2.1.1	<u>Location</u>	4
2.1.2	<u>Size</u>	4
2.1.3	<u>Ownership and Clauses Affection Ownership</u>	4
2.1.4	<u>Type of Section 4(f) Property</u>	7
2.1.5	<u>Function of or Available Activities on the Property and Description and Location of all Existing and Planned Facilities</u>	7
2.1.6	<u>Access and Usage</u>	10
2.1.7	<u>Relationship to Similarly Used Lands in the Vicinity</u>	10
2.1.8	<u>Statement of Significance</u>	11
2.2	INVERNESS MIDDLE SCHOOL	11
3.0	<u>IMPACTS AND FINDINGS</u>	13
3.1	WHISPERING PINES PARK	13
3.2	INVERNESS MIDDLE SCHOOL	13
4.0	<u>ALTERNATIVES</u>	17
4.1	AVOIDANCE ALTERNATIVES	17
4.1.1	<u>Do Nothing</u>	17
4.1.2	<u>Improvement Without Using Section 4(f) Property</u>	17
4.1.3	<u>Alternatives on New Location Without Using Section 4(f) Property</u>	20
4.2	BUILD ALTERNATIVES	20
4.2.1	<u>Build Alternatives Analysis</u>	20
4.2.2	<u>Segment 2 - Montgomery Avenue to the Withlacoochee State Trail (WST)</u>	23
4.2.3	<u>Proposed Build Alternative</u>	26
5.0	<u>MEASURES TO MINIMIZE HARM</u>	27
6.0	<u>COORDINATION</u>	28
7.0	<u>CONCLUSION</u>	31

APPENDICES

Appendix 1 - Leases for Whispering Pines Park

Appendix 2 - Statement of Significance for Whispering Pines Park

Appendix 3 - Statement of Significance for Inverness Middle School

Appendix 4 - Photographs of Whispering Pines Park

Appendix 5 - Photographs of Inverness Middle School

Appendix 6 - Coordination Meeting Minutes

Appendix 7 - Written Correspondence

LIST OF EXHIBITS

<u>Exhibit</u>	<u>Title</u>	<u>Page</u>
1	Project Location	2
2	Section 4(f) Properties	5
3	Facilities at Whispering Pines Park	8
4	Facilities at Inverness Middle School	12
5	Impacts to Whispering Pines Park	14 & 15
6	Impacts to Inverness Middle School	16
7	Whispering Pines Park Avoidance Alternative	18 & 19
8	Study Segments	21
9	Five-Lane Typical Section	22
10	Four-Lane Divided Typical Section	24

LIST OF TABLES

<u>Table</u>	<u>Title</u>	<u>Page</u>
1	Segment 2-Montgomery Avenue to the WST Evaluation Matrix	25

1.0 DESCRIPTION OF PROPOSED ACTION

1.1 PROJECT REEVALUATION DESCRIPTION

The proposed project, located within the city of Inverness and unincorporated areas of Citrus County, involves widening US 41 between SR 44 and the vicinity of CR 488. The total project length is approximately 25 km (15.6 mi). Exhibit 1 portrays the project location. This reevaluation studies proposed conceptual design changes from SR 44 to SR 200, a distance of approximately 10.3 km (6.4 mi).

The Florida Department of Transportation (FDOT) proposes to widen the existing two-lane rural highway to a five-lane and a four-lane divided highway. The proposed improvement to US 41 is included in the Comprehensive Plans for the City of Inverness and Citrus County.

The purpose of this study is to reevaluate the FHWA-approved US 41 Type II Categorical Exclusion (CE) completed in February 1996. This study analyzes the proposed preliminary design approved in that study, between SR 44 to SR 200, to determine if it remains the most viable alternative. Impacts associated with the social, cultural, natural and physical environment that may have occurred since the approval of the environmental document are also identified

1.2 PURPOSE AND NEED

US 41 is an important link in the regional transportation system. It is the primary north-south access route through eastern Citrus County. Within the project limits, it connects the communities of Inverness, Hernando, Holder, and Dunnellon. It provides a connection between SR 44 and CR 486, CR 486 and SR 200, and SR 200 and CR 488.

1.2.1 Deficiencies

1.2.1.1 Capacity

Based on the *Design Traffic Technical Memorandum* (January 1999) for US 41, which was prepared as part of this study, the existing links and most of the existing (1997) intersections within the reevaluation study limits are operating at adequate Levels of Service (LOS) based on the Average Annual Daily Traffic (AADT). The exception is the US 41/SR 200 intersection which operates at LOS E during the AM Peak Hour and LOS F during the PM Peak Hour. By the design year (2020), all of the links and all of the intersections are projected to operate at LOS F.

1.2.1.2 Functional Obsolescence

FDOT's design indexes have been updated and revised since the existing highway was constructed. The typical section and other roadway design features of the existing highway are serviceable, but are of obsolete design. The existing typical sections do not have adequate paved shoulder widths, border widths, or pedestrian and bicycle facilities. Assuming a 80 km/h (50 mph) design speed for the existing facility, there are seven curves that are less than the desired 240 m (787 ft). In addition, three of these are less than the absolute minimum of 120 m (394 ft).

1.2.2 Safety

The improvement of US 41 will incorporate all the current standards consistent with guidelines and policies developed by the American Association of State Highway and Transportation Officials (AASHTO) and the FDOT in order to provide a safe, efficient, controlled access facility. The most significant design features proposed for this project are the expansion to four lanes and the imposition of access controls. These features increase highway safety in the following ways:

- reduction of traffic conflicts;
- reduction of interference from cross streets; and,
- increase of arterial capacity.

A wide median similar to established specifications under FDOT and AASHTO access management guidelines provides safety measures, which include the following:

- separation of opposing traffic streams;
- creation of an area for immobilized vehicles; and,
- reduction of headlight glare.

The benefits from these measures are a reduction in head-on, sideswipe, and rear-end collisions.

1.2.3 Consistency with Transportation Plans

The *City of Inverness Comprehensive Plan 1989-1999* identifies the improvements to the US 41 corridor as needed improvements by the year 1999, the *Citrus County Comprehensive Plan 1989-2005* identifies the improvements to the US 41 corridor as needed improvements by the year 2010, and the improvements are consistent with the Withlacoochee Regional Planning Council's Policy Plan.

2.0 SECTION 4(f) PROPERTIES

2.1 WHISPERING PINES PARK

2.1.1 Location

The park is generally bordered by US 41 and South Montgomery Avenue on the east, by SR 44 on the south, and by Forest Drive on the west. The northern boundary is generally the northern quarter section line of the southwest quarter of Section 7, Township 19 South, Range 20 East (Exhibit 2).

2.1.2 Size

The Park, including all of its amenities, is approximately 131 hectares (323 acres) in size.

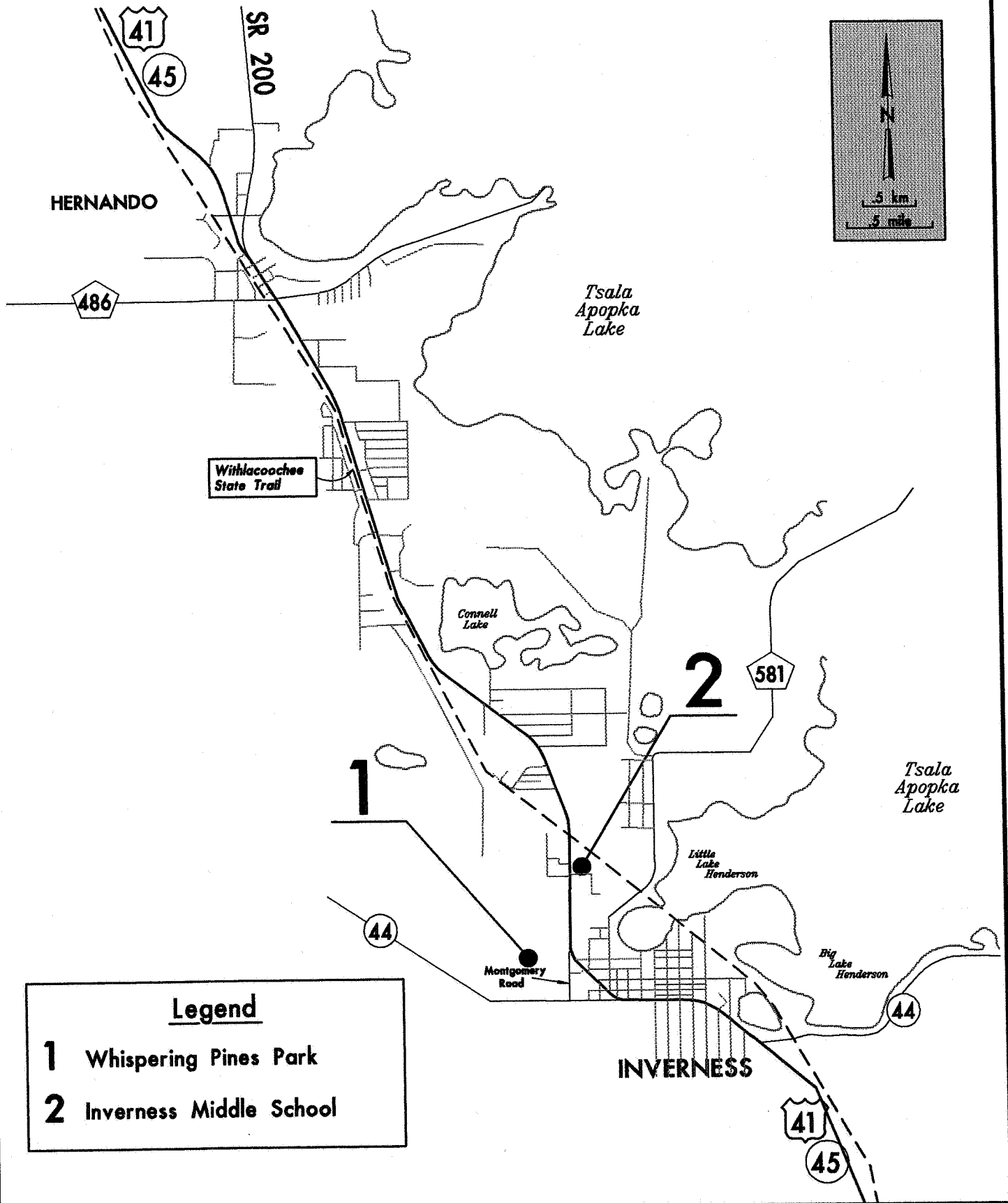
2.1.3 Ownership and Clauses Affecting Ownership

Ownership

Whispering Pines Park is subleased by the City of Inverness from the Florida Department of Agriculture, Division of Forestry ("the Division"), under a long term agreement. The original agreement consisted of a September 21, 1965 easement which expired December 31, 1990. It was renewed on January 15, 1991 for 25 years as a Sublease Agreement, Number 3316-04, effective January 1, 1991. The subleased land, ± 116.1 hectares (286.9 acres) in extent, is part of the Withlacoochee State Forest, itself leased (Lease Agreement Number 3316, dated January 10, 1984, expires in 2034) by the Division of Forestry from the State of Florida Trustees of the Internal Improvement Trust Fund ("the Trustees"). Copies of these leases are attached as Appendix 1. Seven hectares (17 acres) of the park are owned outright by the City of Inverness, according to the *City of Inverness' Comprehensive Land Use Plan: 1989 - 1999*.

The City of Inverness owns the abandoned Seaboard Coastline (SCL) Railroad right-of-way located in the northwest corner of the park, according to City officials. The abandoned SCL Railroad right-of-way in the northeast corner of the park consists of a section of the Withlacoochee State Trail, managed by the Florida Department of Environmental Protection's (FDEP) Division of Recreation and Parks. There is also a 320 meter (1,050 foot) long, 15 meter (50 foot) wide easement on the west side of South Montgomery Avenue.

The Citrus County Property Appraiser's Office has documentation of the lease of approximately 1.13 ha (2.75 ac) of land by the City of Inverness from the FDOT off the western edge of the US 41 right-of-way



in Section 7 (Citrus County OR Book 441/588). The Sublease from the Division of Forestry to the City of Inverness describes this area as an easement. This is the location of the former US 41 Wayside Park at Government Hill, as noted in the City's Comprehensive Plan.

A 50-year easement (Number 28134) involving 2.16 hectares (5.33 acres) of Whispering Pines Park was granted to FDOT from the Trustees on July 9, 1991 for the widening of SR 44, including construction of a water retention area.

Clauses

The terms contained in Lease Agreement Number 3316 between the Trustees and the State Division of Forestry (DOF) consist of mutual covenants running with the lands described within the lease. There is a reversion clause, with termination of the lease at the sole option of the lessor (the Trustees), if the premises cease to be used for state forestry purposes. The lessee (the Division) is responsible for preventing unauthorized use of the premises which are not in conformance with the terms of the lease. Subleases are prohibited (excepting utility easements serving the premises) unless previously authorized by the lessor. If the lessee vacates the property, all fixed improvements will be left to the lessor, which has the option of requiring the lessee to remove improvements at the lessee's expense.

Sublease Agreement Number 3316-04 between the Division and the City of Inverness contains the following terms and conditions, running as covenants with the land, which may affect ownership of the Whispering Pines Park:

- The City must manage the subleased premises as a public recreation facility, and the use of the facility shall be considered a state forestry purpose.
- The City shall prevent the use of the subleased premises for purposes not authorized in the Sublease Number 3316-04 or in Lease Number 3316.
- The sublease shall not be assigned, or subleases allowed, in whole or in part without the written consent of the Trustees or the Division of Forestry. The same conditions apply for any easements not included in the approved Management Plan for the park.
- The Division has the right to terminate the sublease if the covenants, terms and conditions of the sublease are breached by the City, after a 60 day notice period.

- (Condition Number 26) *Upon termination or expiration of this sublease, the [City] shall surrender the subleased premises to the [Division]. In the event no further use of the subleased premises or any part thereof is needed, [the City] shall give written notification to [the Division] and the Bureau of State Lands Management Services... 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 the [Division] and the Trustees through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the sublease premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications of the subleased premises, shall become the property of the Trustees and [the Division] unless [the Division] gives written notice to [the City] to remove any or all such improvements at the expense of [the City]. The decision to retain any improvements upon termination of this sublease shall be at the [Division's] sole discretion.*

2.1.4 Type of Section 4(f) Property

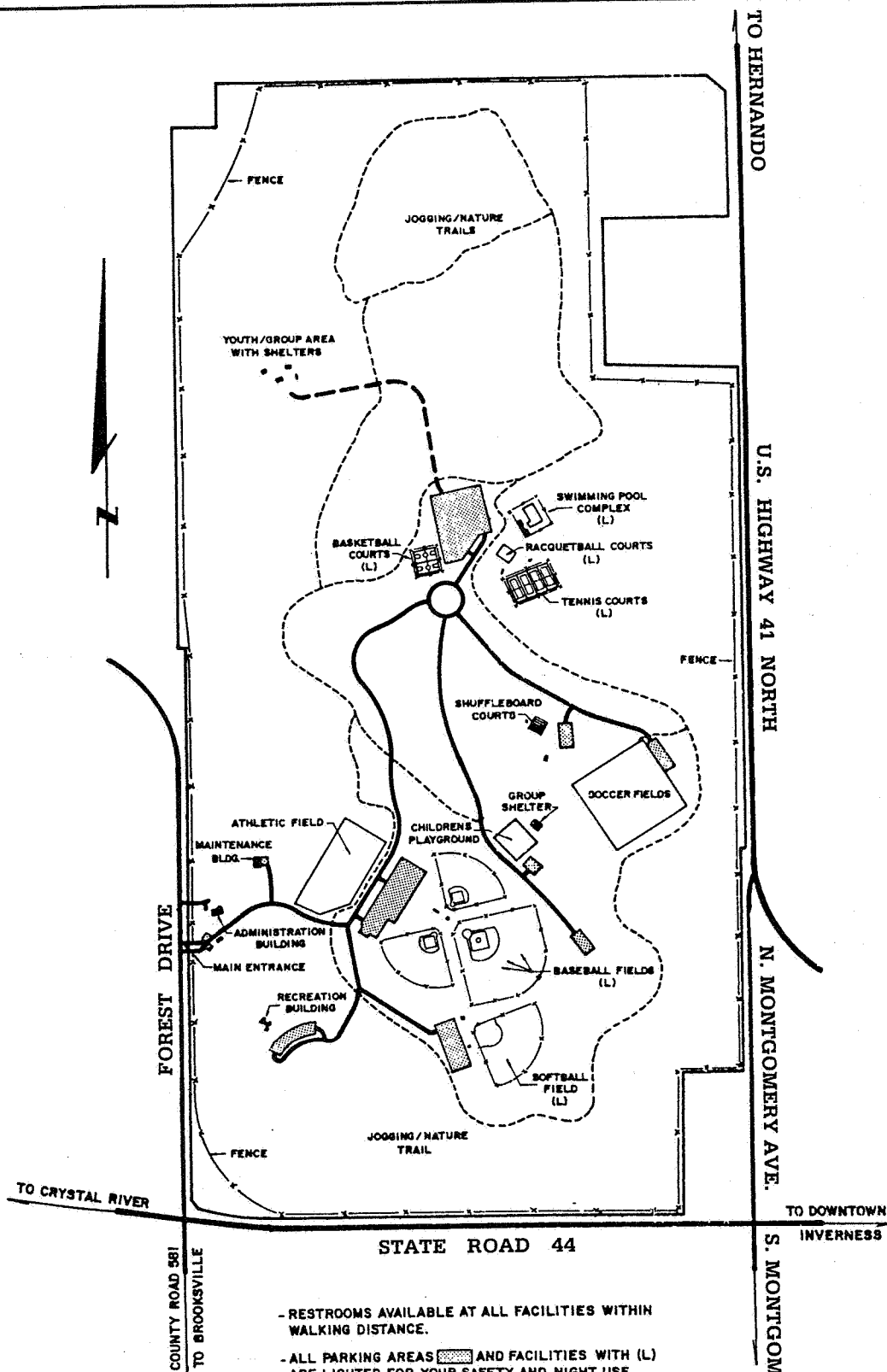
The Whispering Pines Park is a publicly-owned recreation facility. The State of Florida Department of Agriculture and Consumer Services, Division of Forestry's Sublease Agreement 3316-04 (described, above) paragraph 4 states that

Sublessee shall manage the subleased premises only for the establishment and operation of a public recreation facility, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by ... this sublease.

The Sublease Agreement also states, in paragraph 7 that the *Sublessee's use of the property shall be considered a state forestry purpose by Sublessor.* According to the State Division of Forestry, the park's purpose is to serve the recreational demand on the Withlacoochee State Forest.

2.1.5 Function of or Available Activities on the Property and Description and Location of all Existing and Planned Facilities

The Whispering Pines Park serves both active and passive recreational demands for the region surrounding the City of Inverness. The park's current facilities are shown in Exhibit 3 and are listed below:



WHISPERING PINES PARK

CITY OF INVERNESS
DEPARTMENT OF PARKS AND RECREATION

U.S.41 RE-EVALUATION
Project Development &
Environment (PD&E) Study
Citrus County

**FACILITIES AT
WHISPERING PINES PARK**

**EXHIBIT
3**

COURT FACILITIES

- 5 lighted racquetball courts (3 wall)
- 4 lighted tennis courts
- 2 lighted basketball courts
- 6 shuffleboard courts

SWIMMING POOL COMPLEX

- Junior Olympic size pool
- Wading pool

JOGGING AND NATURE TRAILS

- 3.9, 4.8, and 5.1 kilometer (2.4, 3.0 and 3.2 mile) trails
- 0.8 kilometer (0.5 mile) of the 2.4 km trail is devoted to an interpretive nature trail

PLAYGROUND EQUIPMENT

- Swings, slides, sandbox, see-saws, climbing equipment

ATHLETIC FIELDS

- 3 lighted baseball fields
- 1 lighted softball field
- 2 multi-purpose fields

RECREATION BUILDING with COMMUNITY MEETING ROOM

GROUP PICNIC AREA

- Fireplaces, tables, grills, running water, horseshoe pits and volleyball

YOUTH CAMPING AREA

- Three shelters, sinks, and restrooms (youth groups only)

CYCLING

- Bicycling on paved roads throughout the park (prohibited on jogging trails)

An administration building and a maintenance building are also located within the park.

According to park planners with the City of Inverness, future planned facilities include additional baseball and softball fields, to be located in the vicinity of the present fields. An Olympic-sized swimming pool (at the present pool complex) and additional parking (particularly near the ball fields) have been identified as future needs.

2.1.6 Access and Usage

The perimeter of Whispering Pines Park is fenced to control access. Vehicular access, and bicycle access, to the park is provided at the main park entrance off of Forest Drive. Pedestrian access is provided at the park entrance. Attendance at the park is estimated at 175,000 patrons per year.

2.1.7 Relationship to Similarly Used Lands in the Vicinity

Whispering Pines Park is classified as a regional recreational facility per the City of Inverness, Florida, Comprehensive Plan: 1989 - 1999. It has also been designated as a regional facility by Citrus County, which jointly operates the Whispering Pines Park per an agreement with the City, which has primary responsibility for operation and maintenance.

According to the City's Comprehensive Plan, there are nine parks within the City boundaries, plus a portion of the Withlacoochee State Forest. The Whispering Pines Park is the only regional park serving the population of Inverness, and is the only active recreation facility to be built on uplands. Its playing fields (athletic fields, baseball and softball fields) are available year-round. These fields are used to enhance the sports programs at several of the local schools. There are few active recreation opportunities within the City outside of Whispering Pines Park.

The park has been described within the City's Comprehensive Plan as one of three major natural areas within the City, an area of Longleaf Pine - Turkey Oak community which has been preserved from development. There are a number of natural areas, with opportunities for passive recreation and water-based active recreation, adjacent to and nearby the City of Inverness (e.g. the Tsala Apopka Chain of Lakes). The significance of the Whispering Pines Park is based on its upland characteristics, balancing active recreation opportunities with upland area conservation. The park is heavily used by the area residents. It is a valuable resource to the community.

2.1.8 Statement of Significance

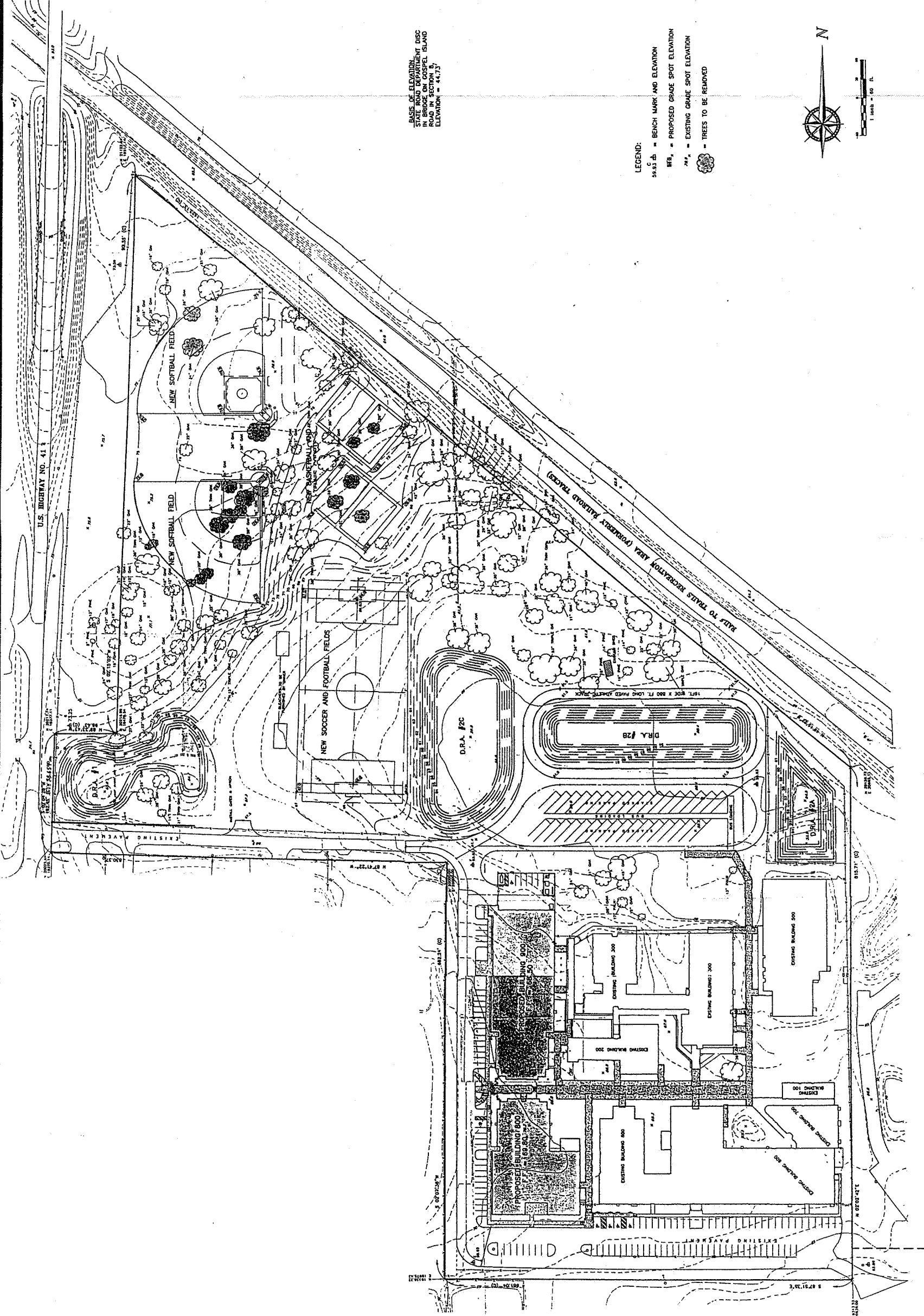
Fifteen years ago, FDOT had proposed to use approximately 2 ha (5 ac) of Whispering Pines Park for a retention pond, triggering the need for a Statement of Significance from the City of Inverness. The City provided this Statement in a June 1, 1983 letter to FDOT, which is included in Appendix 2. This appendix also includes inter-departmental memoranda pertaining to the park's recreational significance (dated October 27, 1987 and June 12, 1991).

2.2 INVERNESS MIDDLE SCHOOL

Inverness Middle School is located on the east side of US 41, north of the Inverness Regional Shopping Center and south of the WST (Exhibit 2). The school campus, including recreational areas, is 13.4 ha (33 ac) in size. The school and recreational fields are the sole property of the Citrus County School District. There are no recorded easements on the property. Recreational facilities at the school are shown in Exhibit 4 and include:

- A soccer/football field
- Two softball fields
- Four basketball/tennis courts

These recreational fields are available for public use when not in use for school activities. A statement of significance from the Citrus County School Board is provided in Appendix 3.



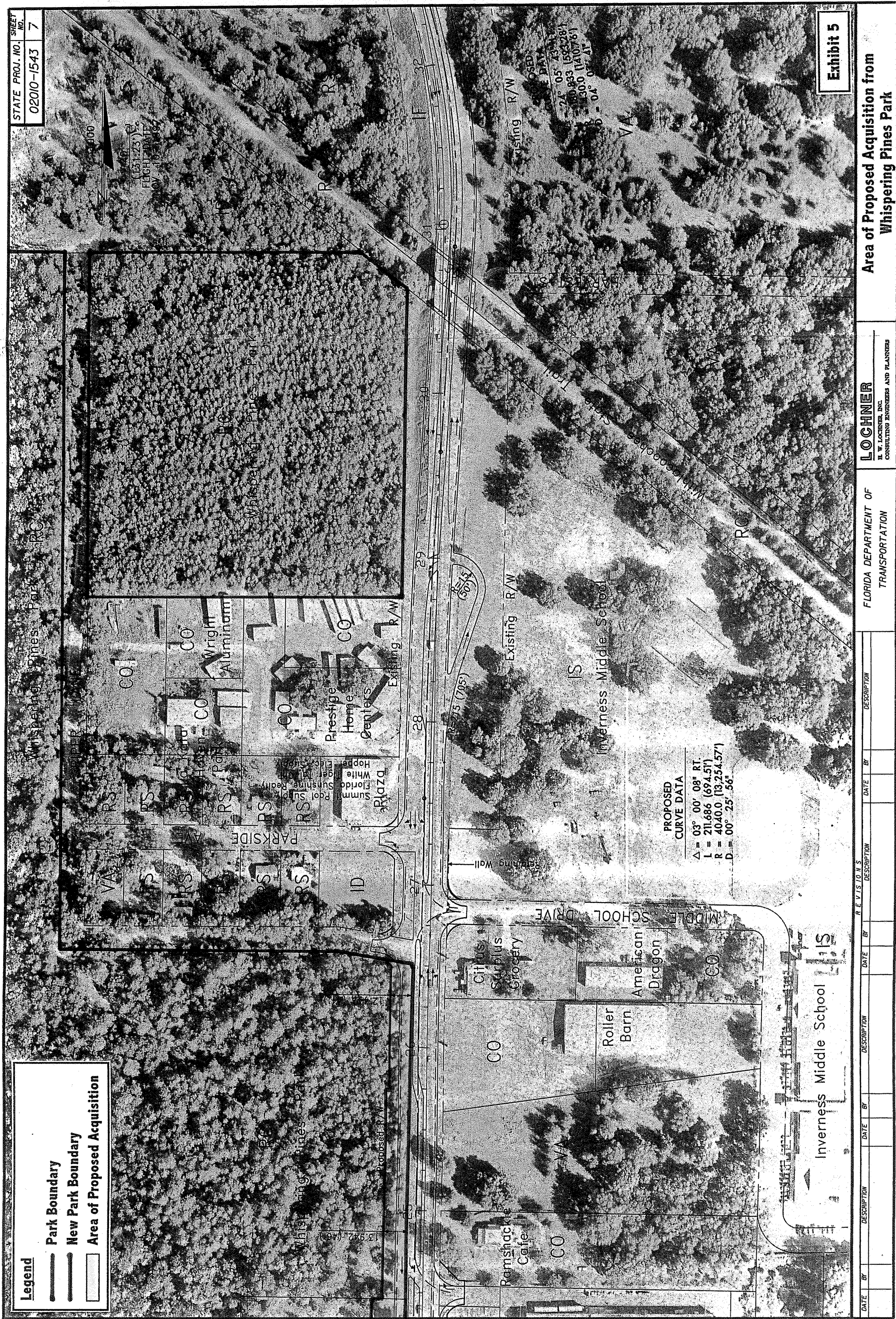
3.0 IMPACTS AND FINDINGS

3.1 WHISPERING PINES PARK

The proposed action would consist of widening US 41 predominantly to the west side in the vicinity of Whispering Pines Park. As a result of the widening, 0.96 ha (2.37 ac) would need to be acquired from the park (Exhibit 5). This area is 0.73 percent of the 131 ha (323 ac) comprising the park. The only facility that would be affected would be an unpaved, cleared trail that is used for maintenance as well as running and walking by park patrons. The trail is located along a fence which marks the boundary of the park property. The fence, as well as the natural vegetation in the park, consisting primarily of pine trees, would be disturbed. The area that would need to be acquired is approximately 701 m (2,300 ft) in length. It varies in width from 3 to 21 m (10 to 69 ft). Photographs of the area adjacent to US 41 are provided in Appendix 4.

3.2 INVERNESS MIDDLE SCHOOL

To provide for a turning radius that would accommodate school buses at Middle School Drive, a corner cut would be required at the northeast corner of its intersection with US 41 (Exhibit 6). There are no means available to avoid impacts to the northwest corner of US 41 and Middle School Drive. A corner clip would be needed to provide for this radius return. The total additional right-of-way that would be needed would be 21 m² (226 sq ft). This acquisition would not affect any facilities at the school. Photographs of the US 41/Middle School Drive intersection are provided in Appendix 5.



STATE PROJ. NO. 02010-1543
SHEET NO. 7

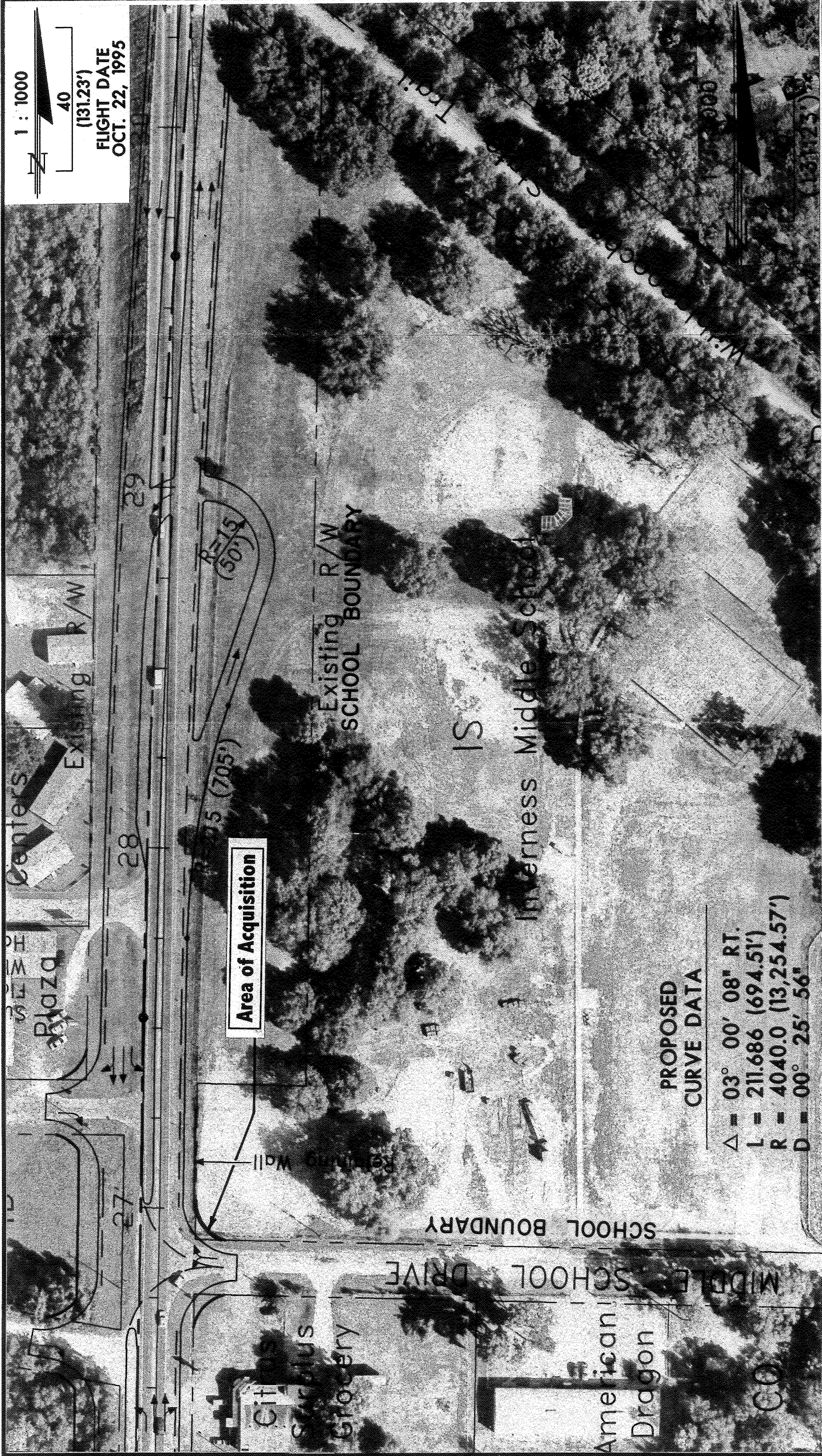
Legend

- Park Boundary
- New Park Boundary
- Area of Proposed Acquisition

PROPOSED CURVE DATA

$\Delta = 03^\circ 00' 08''$ RT.
$L = 211.686$ (694.51')
$R = 4040.0$ (13,254.57')
$D = 00^\circ 25' 56''$

Exhibit 5



US 41 RE-EVALUATION
Project Development &
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Citrus County

AREA OF ACQUISITION FROM INVERNESS MIDDLE SCHOOL

EXHIBIT
6

4.0 ALTERNATIVES

4.1 AVOIDANCE ALTERNATIVES

4.1.1 Do Nothing

Under the Do Nothing Alternative, no action would be taken with respect to improving US 41. The Do Nothing Alternative is not feasible and prudent because it would not correct existing or projected capacity deficiencies and not providing such correction would constitute a cost or community impact of extraordinary magnitude when compared with the proposed use of the Section 4(f) lands.

4.1.2 Improvement Without Using Section 4(f) Property

It is not feasible nor prudent to avoid Section 4(f) lands by roadway design or transportation system management techniques since no alternative can be developed that would not require acquisition from Inverness Middle School. This is due to the need to provide a standard radius return of 15 m (50 ft) at the northeast corner of Middle School Drive and US 41 (Exhibit 6). This is based on FDOT's *Roadway and Traffic Design Standard Index*, January 1998, Index 515. The radius is required to provide for northbound bus traffic exiting the school. Avoiding the corner cut would require shifting the roadway to the west approximately 7 m (30 ft). This would shift the alignment further into Whispering Pines Park and increase the overall right-of-way acquisition from Section 4(f) properties.

An avoidance alternative was developed that would avoid Whispering Pines Park. This alternative is an east-shifted alignment that would hold the existing western right-of-way line in place (Exhibit 7). This alternative would result in property acquisition from, and business damages to, nine businesses. This would include the Inverness Regional Shopping Center, which has numerous tenants, including three main anchors, Publix, Bealls, and K-mart. At most of the business locations on the east side of US 41, opposite Whispering Pines Park, driveways have been constructed at steep grades. As a result of this alternative, these driveways would need to be lengthened to either maintain or improve the existing grade. This would result in an indirect loss of parking and corresponding business damages as driveways are lengthened across internal circulation routes within parking areas. In particular, traffic circulation at the US Post Office and Capital City Bank would be severely impacted. This would result in significant business damages at the bank and real estate damages at the Post Office. In addition, traffic circulation would be affected within the Inverness Regional Shopping Center. This alternative would require the acquisition of the first row of the shopping center's parking lot adjacent to US 41. This alternative would cost \$3.1

Legend

- Park Boundary
- New Park Boundary
- Area of Proposed Acquisition

Whispering Pines Park
Scale 1" = 1000'
DATE 10/10/97

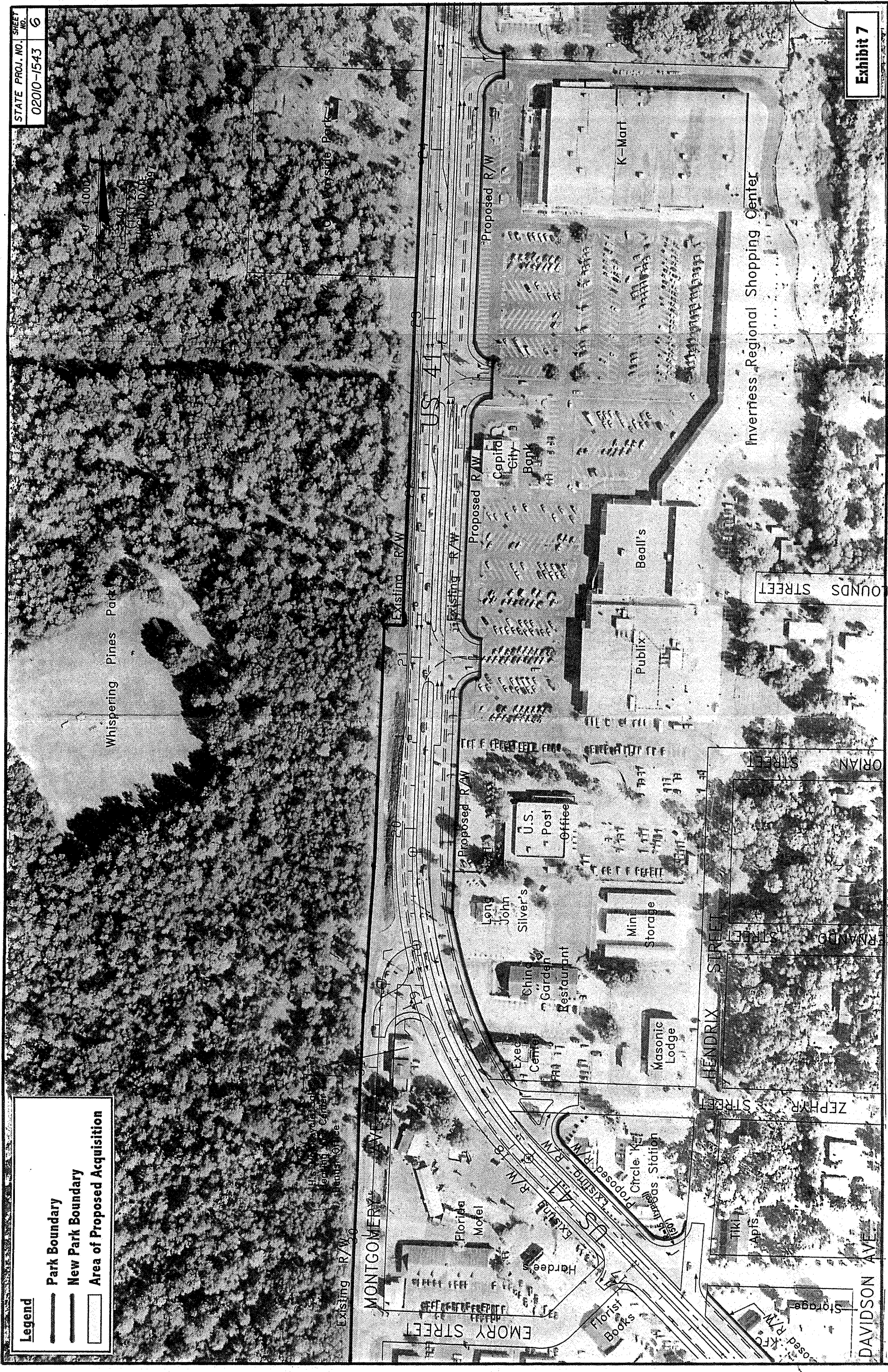


Exhibit 7

million more than widening to the west side and would also result in increased acquisition from Inverness Middle School, another Section 4(f) site. The acquisition area from Inverness Middle School would include a portion of a retention pond.

4.1.3 Alternatives on New Location Without Using Section 4(f) Property

US 41 is the only major north-south arterial in eastern Citrus County. US 41 within the design reevaluation limits is situated between the Tsala Apopka chain of lakes to the east and developed areas of the city of Inverness and its environs to the west. There are no suitable existing transportation facilities that could be widened to accommodate the traffic volumes projected for the US 41 corridor. Due to environmental constraints posed by the Tsala Apopka lakes and social constraints that exist due to existing development, it would not be possible to site a new transportation facility in the area that would accommodate the projected traffic without a substantial increase in impacts and costs.

4.2 BUILD ALTERNATIVES

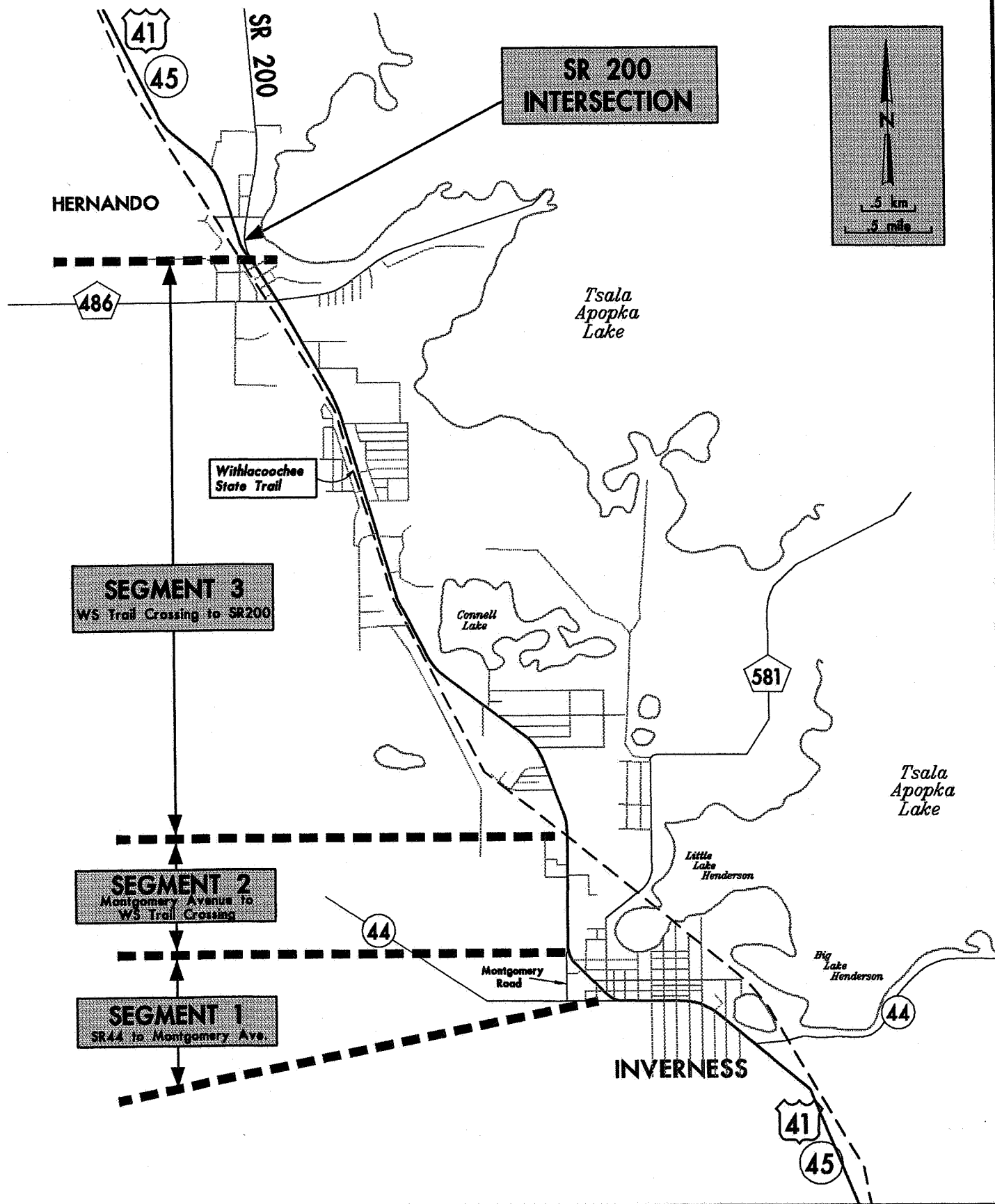
4.2.1 Build Alternatives Analysis

For the purposes of this Programmatic Section 4(f) Evaluation, the discussion of build alternatives analysis is limited to the segment containing Section 4(f) properties.

In an attempt to minimize right-of-way acquisition due to the proposed project, options for aligning the typical sections were analyzed within distinct segments along the project corridor (Exhibit 8). These options included an analysis of west, right, and best fit alignments of two proposed typical sections along the existing US 41 alignment: a five-lane divided typical section with a center dual left-turn lane and a four lane divided typical section.

The five lane typical section (Exhibit 9) would consist of:

- Two, 3.6m (12 ft) travel lanes in each direction
- 3.6 m (12 ft) center turn lane
- 1.2 m (4 ft) outside bike lane in each direction
- 1.8 m (6 ft) sidewalks on both sides, provided to the outside of curbs and gutters
- 3.0 m (10 ft) border width on both sides
- 60 km/h (35-40 mph) design speed
- 26.4 m (88 ft) required right-of-way

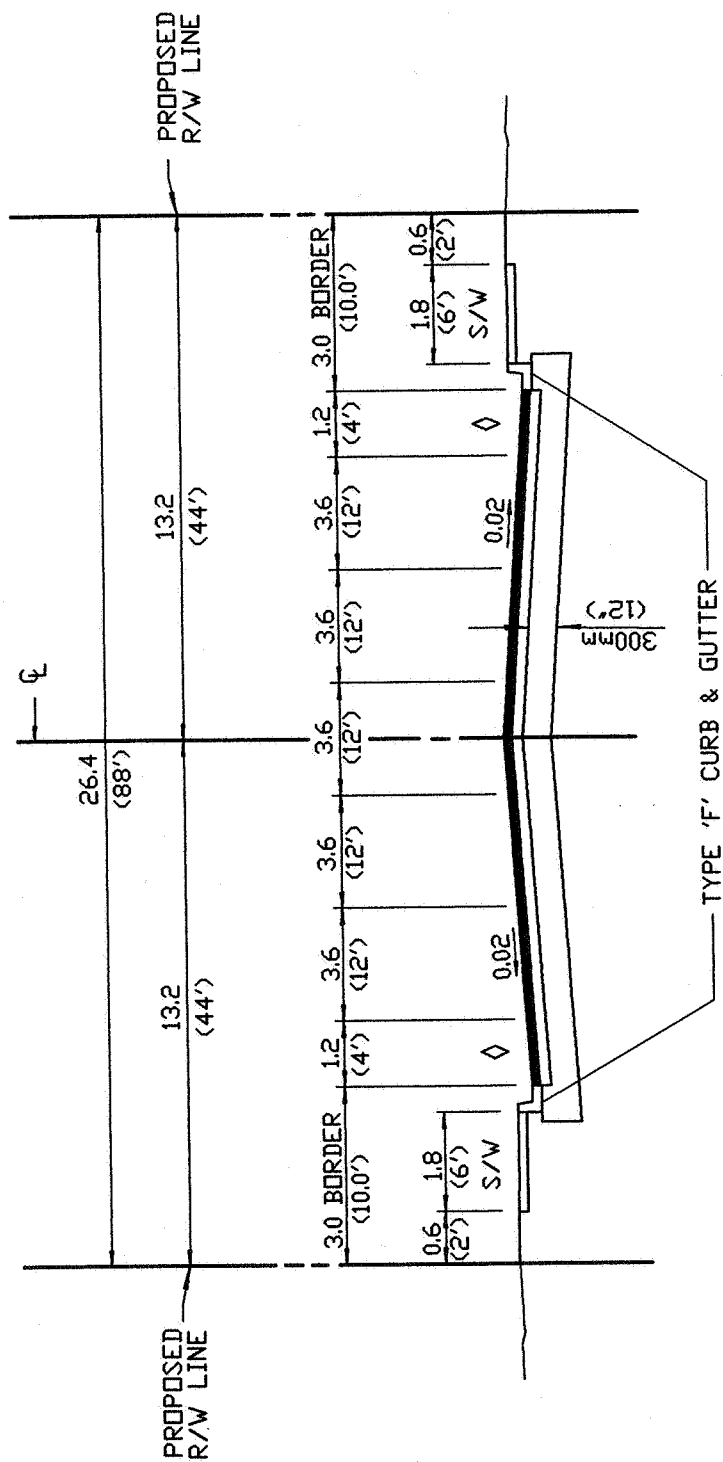


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Citrus County

STUDY SEGMENTS

EXHIBIT

8



FIVE-LANE URBAN

N.T.S.

60 KM/H (35-40 MPH) DESIGN SPEED

◇ = DESIGNATED BIKE LANE

EXHIBIT

9

FIVE-LANE TYPICAL SECTION

US 41 RE-EVALUATION
Project Development &
Environment (PD&E) Study
Citrus County

The four lane divided typical section (Exhibit 10) would consist of:

- Two, 3.6m (12 ft) travel lanes in each direction with a 6.6 m (22 ft) raised median
- 1.2 m (4 ft) outside bike lane in each direction
- 1.5 m (5 ft) sidewalks on both sides
- 3.54 m (11.6 ft) border width on both sides
- 70 km/h (45 mph) design speed
- 30.48 m (100 ft) required right-of-way

West and east alignments were located along existing right-of-way where it was possible to align the typical sections predominantly on the west side of the existing right-of-way or on the east side of the existing right-of-way, thus impacting mainly the west or the east side, respectively. The “best fit” concept refers to a combination of west and east alignments, where the alignment is shifted between the west and east sides in response to specific land use constraints or other considerations, plus other constraints imposed by the natural environment.

4.2.2 Segment 2 - Montgomery Avenue to the Withlacoochee State Trail (WST)

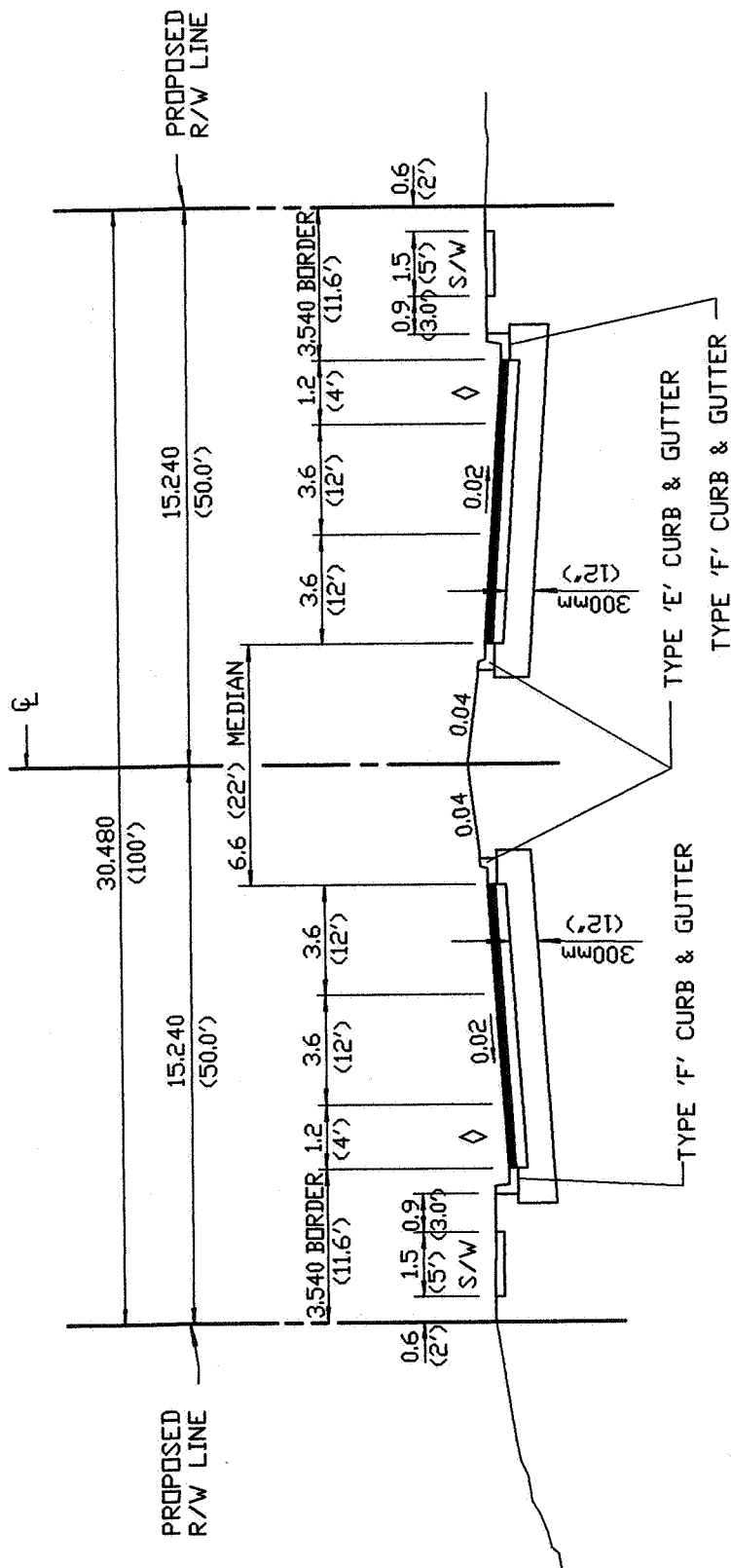
The two four lane alternatives that were studied in this segment were:

- Four lane divided widened to the west
- Four lane divided widened to the east

A five lane typical section was not considered for this segment. A five lane typical section with a bi-directional center left-turn lane is not justified due to the small number of driveways and cross streets that exist along the west side of the roadway in this segment.

An evaluation matrix for the two four lane alternatives is provided as Table 1. In this segment, the east side alignment would cost \$3.1 million more than the west side alignment. This is due to the impacts to businesses located on the east side of the roadway. This includes impacts to the Inverness Regional Shopping Center.

The west side alignment would require right-of-way from Whispering Pines Park. As a result of the widening to the west, 0.96 ha (2.37 ac) would need to be acquired from the park. This area is 0.73 percent of the 131 ha (323 ac) comprising the park. Since the area of the park that would



FOUR-LANE DIVIDED URBAN

N.T.S.

80 KM/H (50 MPH) DESIGN SPEED
 ◇ = DESIGNATED BIKE LANE

NOTE: ENGLISH CONVERSIONS ARE
 NOMINAL RATHER THAN EXACT.

Table 1
Segment 2 Evaluation Matix
Montgomery Avenue to the WST

ALTERNATIVE	UNITS	4-LANE WEST		4-LANE EAST	
I. ENGINEERING FACTORS					
LENGTH	KM (MI)	1.210	(0.752)	1.196	(0.743)
TOTAL R/W	HA (AC)	4.985	(12.318)	5.261	(13.000)
ADDITIONAL R/W REQUIRED	HA (AC)	1.302	(3.217)	1.226	(3.029)
BRIDGE STRUCTURES	#	2		2	
PRELIMINARY ENGINEERING DESIGN COST (15%)	\$	\$162,000		\$160,000	
ROADWAY CONSTRUCTION COSTS	\$	\$1,079,000		\$1,067,000	
CONSTRUCTION SUBTOTAL	\$	\$1,079,000		\$1,067,000	
R/W COSTS	\$	\$2,463,000		\$5,625,000	
CONSTRUCTION INSPECTION COSTS (15%)	\$	\$162,000		\$160,000	
CONTINGENCY COSTS (10%)	\$	\$108,000		\$107,000	
TOTAL COSTS	\$	\$3,974,000		\$7,119,000	
II. ENVIRONMENTAL FACTORS					
WETLANDS	HA (AC)	0	(0.000)	0	(0.000)
100-YEAR FLOODPLAINS	HA (AC)	0	(0.000)	0	(0.000)
AIR QUALITY IMPACTS	YES/NO	NO		NO	
CONTAMINATION SITES	#	6		3	
III. CURRENT LAND USE					
COMMERCIAL	HA (AC)	0.227	(0.561)	0.885	(2.187)
INDUSTRIAL	HA (AC)	0.116	(0.287)	0.005	(0.012)
INFRASTRUCTURE - EXIST R/W	HA (AC)	4.078	(10.077)	4.035	(9.971)
INSTITUTIONAL	HA (AC)	0.033	(0.082)	0.144	(0.356)
RECREATION	HA (AC)	0.531	(1.312)	0.127	(0.314)
RESIDENTIAL	HA (AC)	0.000	(0.000)	0.000	(0.000)
VACANT	HA (AC)	0.000	(0.000)	0.065	(0.161)
IV. COMMUNITY VALUES					
RESIDENTIAL RELOCATIONS (Estimated)	#	0		0	
BUSINESS RELOCATIONS (Estimated)	#	0		0	
INSTITUTIONAL RELOCATIONS (Estimated)	#	0		0	
PARCELS IMPACTED	#	18		16	
COMMUNITY COHESION IMPACTS	DESC.	Low		Low	
CHURCHES/SCHOOLS IMPACTED	# / #	0/1		0/1	
SECTION 4(f) SITES IMPACTED	#	2		1	
SIGNIF. ARCH. / HISTORIC SITES IMPACTED	# / #	0		0	

need to be acquired is less than 10 percent of the total area of the park, the Section 4(f) involvement can be processed as a Programmatic Section 4(f) Evaluation. The only facility that would be affected would be an unpaved, cleared trail that is used for maintenance as well as running and walking by park patrons. The trail is located along a fence which marks the boundary of the park property. The fence, as well as the natural vegetation in the park, consisting primarily of pine trees, would be disturbed.

Widening to the east would result in property acquisition from, and business damages to, nine businesses. This would include the Inverness Regional Shopping Center, which has numerous tenants, including three main anchors, Publix, Bealls, and K-mart. At most of the business locations on the east side of US 41, opposite Whispering Pines Park, driveways have been constructed at steep grades. As a result of this alternative, these driveways would need to be lengthened to either maintain or improve the existing grade. This would result in an indirect loss of parking and corresponding business damages as driveways are lengthened across internal circulation routes within parking areas. In particular, traffic circulation at the US Post Office and Capital City Bank would be severely impacted. This would result in significant business damages at the bank and real estate damages at the Post Office. In addition, traffic circulation would be affected within the Inverness Regional Shopping Center. This alternative would require the acquisition of the first row of the shopping center's parking lot adjacent to US 41. This alternative would cost \$3.1 million more than widening to the west side and would also result in increased acquisition from Inverness Middle School, another Section 4(f) site. The acquisition area from Inverness Middle School would include a portion of a retention pond. Therefore, the four-lane divided typical section, shifted to the west, is the preferred alternative for this segment.

4.2.3 Proposed Build Alternative

From SR 44 to north of the post office, the existing two-lane road would be widened to a five-lane facility with a two-way center left-turn lane. From north of the post office to the end of the project, the existing roadway will be widened to a four lane divided facility.

5.0 MEASURES TO MINIMIZE HARM

The FDOT is proposing to mitigate the acquisition of right-of-way from Whispering Pines Park by:

1. Replacing/relocating the boundary fence along the new western right-of-way line of US 41 where it is adjacent to the park,
2. Relocating the jogging/maintenance trail alongside the new boundary fence,
3. Replacing disturbed vegetation and planting native trees adapted to a sandhill site to mitigate those lost from the road widening, and,
4. The Department proposes to transfer to the DOF, in total or in part, a 5-acre parcel located at 14416 SR 52. The area of the parcel will not be less than 2.37 acres. The Department may still require a portion of the 5-acre parcel for improvements to SR 52, including a potential pond site. However, the area required for these improvements is not anticipated to exceed 2.63 acres.

The FDOT is proposing to mitigate the acquisition of right-of-way from Inverness Middle School by purchasing the property that would be required at the northeast corner of Middle School Drive and US 41.

6.0 COORDINATION

Coordination with representatives from the city of Inverness, the Division of Forestry, and the Citrus County School Board regarding the proposed acquisition of right-of-way from Section 4(f) properties are addressed in this report. A chronology of these meetings follows.

COORDINATION MEETINGS

City of Inverness

On Wednesday, July 1, 1998, a coordination meeting was held with representatives from the City of Inverness to discuss Section 4(f) issues with regards to Whispering Pines Park in the City of Inverness.

The two alternatives, avoiding the park and widening to the east, or avoiding the Inverness Regional Shopping and widening into the park were presented. Proposed mitigation for widening into the park was also discussed. The proposed mitigation would be for the FDOT to relocate and reconstruct the maintenance/jogging trail along the new right-of-way line and plant trees to replace those lost from the widening. In addition, the FDOT would compensate the DOF for acreage acquired.

After discussing the various issues, Mr. DiGiovanni, the City Manager for the city of Inverness, provided verbal agreement with the proposal to widen to the west and acquire property from the park based on the proposed mitigation plan.

On Tuesday, July 21, 1998, representatives from the FDOT made a presentation to the Inverness City Council at their regularly scheduled meeting. The presentation focused on involvement with, and proposed mitigation for Whispering Pines Park. The presentation was for informational purposes only and the City Council took no action of the issue.

Inverness Middle School/Citrus County School Board

On Tuesday, July 21, 1998, a coordination meeting was held with representatives from Inverness Middle School and the Citrus County School Board to discuss Section 4(f) issues with regards to school property. During the meeting, representatives from Inverness Middle School and the Citrus County School Board voiced understanding of the need to acquire right-of-way from the school. No objections to the acquisition were stated.

Division of Forestry

A field visit to Whispering Pines Park was conducted with representatives from the DOF on September 30, 1998. The purpose of the visit was for the DOF to determine the area of acquisition from the park and the lumber value of trees which would be displaced by the proposed acquisition. The DOF expressed agreement with the preferred alternative and understood that this would require the existing roadway alignment to shift to the west and right-of-way be acquired from the park. They stated that they would require that the boundary fence and jogging trail be relocated and trees lost due to the acquisition be replaced. They would coordinate with the FDOT to determine mitigation for acreage lost. This coordination is ongoing.

Minutes from these meeting are provided in Appendix 6.

CIRCULATION OF SECTION 4(F) EVALUATION AND WRITTEN CORRESPONDENCE

Whispering Pine Park

Coordination was conducted with the City of Inverness and the Division of Forestry concerning Whispering Pines Park through circulation of the Programmatic 4(f) Evaluation and written correspondence. The DOF, in written correspondence, concurs with the widening of US 41 to the west (requiring acquisition from Whispering Pines Park) and that it appears to be the best course of action. They will work with the Department on the issuance of an easement as long as the Department agrees to their recommendations. The mitigation items listed under Section 5.0 Measures to Minimize Harm, reflect coordination between the DOF and FDOT. Copies of correspondence are provided in Appendix 7.

Inverness Middle School

Coordination was conducted with Inverness Middle School through circulation of the Programmatic 4(f) Evaluation and written correspondence. In written correspondence, Ms. Cynthia H. Staten, Principal of Inverness Middle School, has expressed agreement with the findings of the US 41 Reevaluation and Programmatic 4(f) Evaluation that would involve Inverness Middle School. Copies of correspondence are provided in Appendix 7.

7.0 CONCLUSION

Upon final alternative selection, the provisions of Section 4(f) will be fully satisfied.

APPENDICES

Appendix 1 - Leases for Whispering Pines Park

Appendix 2 - Statement of Significance for Whispering Pines Park

Appendix 3 - Statement of Significance for Inverness Middle School

Appendix 4 - Photographs of Whispering Pines Park

Appendix 5 - Photographs of Inverness Middle School

Appendix 6 - Coordination Meeting Minutes

Appendix 7 - Written Correspondence

Appendix 1
Leases for Whispering Pines Park

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT

(1) 3316

No. 3316

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the State;

NOW, THEREFORE, this agreement made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, as LESSOR, and the DIVISION OF FORESTRY, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, as LESSEE,

WITNESSETH:

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

1. The lessor does hereby lease to the lessee the following described premises in the County of ^{Citrus, Hernando,} Pasco & Sumter, State of Florida, together with the improvements thereon (if applicable), viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described land for a period of Fifty (50) years for management as a state forest (Withlacoochee State Forest).

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

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

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for state forestry purposes (Withlacoochee State Forest).

Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the lessee, payable upon demand of the lessor.

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

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

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

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

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

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

No. 3316

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

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

IN TESTIMONY WHEREOF, the lawfully designated agent of the Board of Trustees of the Internal Improvement Trust Fund, has hereunto subscribed his name and has caused the official seal of said Board to be hereunto affixed, in the City of Tallahassee, Florida, on the 10th day of January, A.D. 1984.



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

By: James H. Kaland
DIRECTOR, DIVISION OF STATE LANDS
AGENT FOR THE BOARD OF TRUSTEES
OF THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA

APPROVED AS TO
FORM & LEGALITY

John D. Williams
DEPARTMENT ATTORNEY

DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES
Division of Forestry

By: Doug Cameron
Commissioner of Agriculture,

Approved as to form and legality

By: Leslie McLeod
Resident Attorney

All those certain tracts or parcels of land embraced within the Withlacoochee Land Utilization Project, FL-LU-3, lying and being in the counties of Citrus, Hernando, Pasco and Sumter, State of Florida, Tallahassee Meridian, to wit:

CITRUS COUNTY

T. 19 S., R. 18 E.,

- Sec. 1, S $\frac{1}{2}$;
- Sec. 2, S $\frac{1}{2}$ S $\frac{1}{2}$, that part of NE $\frac{1}{4}$ SE $\frac{1}{4}$ described in final judgment of 7/25/38, Civil Action No. 64, United States District Court, Southern District of Florida;
- Sec. 3, SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in final judgment of 7/25/38, Civil Action No. 44, USDC, Southern District of Florida;
- Sec. 10, E $\frac{1}{2}$;
- Secs. 11 to 14, inclusive;
- Sec. 15, E $\frac{1}{2}$;
- Sec. 21, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 7/28/37, Book 73, page 193, Citrus County;
- Sec. 22, E $\frac{1}{2}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
- Secs. 23 to 27, inclusive;
- Sec. 36, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ LESS AND EXCEPT a tract of land described in deed dated 3/19/37, Book 72, page 465, Citrus County.

T. 19 S., R. 19 E.,

- Sec. 6, S $\frac{1}{2}$, that part of S $\frac{1}{2}$ NE $\frac{1}{4}$ described in deed dated 2/18/38, Book 74, page 94, Citrus County, that part of S $\frac{1}{2}$ NW $\frac{1}{4}$ described in deed dated 12/17/37, Book 74, page 280, Citrus County;
- Sec. 7;
- Sec. 9, entire LESS AND EXCEPT a tract of land described in the deed dated 10/29/68 from the Director, Division of Lands, Forest Service, Department of Agriculture, acting on behalf of the United States of America, to Robert M. Howard, Sr., et ux;
- Sec. 10, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, that part of SE $\frac{1}{4}$ NE $\frac{1}{4}$, of NW $\frac{1}{4}$ NE $\frac{1}{4}$ and of NE $\frac{1}{4}$ NW $\frac{1}{4}$ described in deed dated 4/15/38, Book 74, page 140, Citrus County, that part of SW $\frac{1}{4}$ NE $\frac{1}{4}$ described in deed dated 8/16/38, Book 74, page 360, Citrus County;
- Sec. 11, SW $\frac{1}{4}$ SE $\frac{1}{4}$, that part of S $\frac{1}{2}$ NW $\frac{1}{4}$ described in deed dated 4/15/38, Book 74, page 140, Citrus County;
- Sec. 13, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 3/17/37, Book 73, page 10, Citrus County;
- Sec. 14, SW $\frac{1}{4}$;
- Sec. 15, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$;
- Secs. 16, 18, 19, 21 and 22;
- Sec. 23, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deeds dated 12/15/36 and 6/22/37, filed in Book 73, page 143 and Book 73, page 140, respectively, Citrus County, NE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 2/17/38, Book 74, page 33, Citrus County;
- Sec. 24, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 2/10/41, Book 76, page 451, Citrus County, N $\frac{1}{2}$ LESS AND EXCEPT a right-of-way described in deed dated 11/13/37, Book 73, page 477, Citrus County;
- Sec. 25, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;

Sec. 26, entire LESS AND EXCEPT a tract of land described in deed dated 2/10/41, Book 76, page 449, Citrus County and a right-of-way described in deed dated 3/7/38, Book 74, page 90, Citrus County;

Secs. 27 and 28;

Sec. 30, S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;

Sec. 31, fractional;

Secs. 33 and 34;

Sec. 35, entire LESS AND EXCEPT a tract of land described in final judgment of 2/1/39, Civil Action No. 74, USDC, Southern District of Florida and a right-of-way described in deed dated 3/7/38, Book 74, page 88, Citrus County;

Sec. 36.

T. 19 S., R. 20 E.,

Sec. 7, SW $\frac{1}{4}$ LESS AND EXCEPT the SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and two tracts of land and two rights-of-way, all described in deed dated 4/7/38, Book 74, page 129, Citrus County;

Sec. 18, NW $\frac{1}{4}$ LESS AND EXCEPT THE E $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and a tract of land and a right-of-way, all described in deed dated 4/7/38, Book 74, page 129, Citrus County.

T. 20 S., R. 19 E.,

Sec. 1;

Sec. 2, entire LESS AND EXCEPT a right-of-way described in deed dated 12/29/37, Book 73, page 597, Citrus County;

Sec. 3, entire LESS AND EXCEPT a right-of-way described in deed dated 12/29/37, Book 73, page 597, Citrus County;

Secs. 4 and 5;

Sec. 6, fractional;

Sec. 7, entire LESS AND EXCEPT a right-of-way described in final judgment of 1/19/38, Civil Action No. 45, USDC, Southern District of Florida;

Secs. 8 and 9;

Sec. 10, entire LESS AND EXCEPT a right-of-way described in judgment of 6/9/42, Civil Action No. 50, USDC, Southern District of Florida and a right-of-way described in deed dated 9/13/37, Book 73, page 313, Citrus County and a right-of-way described in deed dated 7/31/37, Book 73, page 227, Citrus County;

Sec. 11, entire LESS AND EXCEPT a right-of-way described in deed dated 7/31/37, Book 73, page 227, Citrus County;

Sec. 12;

Sec. 14, W $\frac{1}{2}$ LESS AND EXCEPT a right-of-way described in deed dated 4/15/38, Book 74, page 140, Citrus County and a right-of-way described in deed dated 5/13/37, Book 73, page 99, Citrus County;

Secs. 15 to 17, inclusive;

Sec. 18, N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;

Sec. 19, E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;

Secs. 20 to 22, inclusive;

Sec. 23, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 9/13/37, Book 73, page 313, Citrus County;

- Sec. 26, N $\frac{1}{2}$ NW $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 8/17/37, Book 73, page 234, Citrus County;
- Secs. 27 to 30, inclusive;
- Sec. 31, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 3/11/37, Book 72, page 467, Citrus County;
- Sec. 32, N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$;
- Sec. 33, entire LESS AND EXCEPT two tracts of land described in final judgment of 7/25/38, Civil Action No. 52, USDC, Southern District of Florida;
- Sec. 34, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 35, SE $\frac{1}{4}$ NW $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in final judgment of 7/24/39, Civil Action No. 84, USDC, Southern District of Florida.
- T. 21 S., R. 19 E.,
- Sec. 3, NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 4;
- Sec. 9, N $\frac{1}{2}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 10, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 9/13/37, Book 73, page 313, Citrus County.

HERNANDO COUNTY

(asterisk (*) indicates part of land described may lie in Sumter County)

- T. 21 S., R. 19 E.,
- Sec. 5, E $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 6, NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$;
- Sec. 8, NE $\frac{1}{4}$.
- T. 21 S., R. 20 E.,
- Sec. 17, entire LESS AND EXCEPT a right-of-way described in final judgment of 12/6/38, Civil Action No. 402, USDC, Southern District of Florida;
- Sec. 18, E $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 19, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 12/16/36, Book 72, page 77, Hernando County;
- Sec. 20, NW $\frac{1}{4}$, that part of W $\frac{1}{2}$ SW $\frac{1}{4}$ described in deed dated 7/9/38, Book 74, page 208, Hernando County;
- *Sec. 25, N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 33, E $\frac{1}{2}$ SE $\frac{1}{4}$;
- Secs. 34 to 36, inclusive.
- T. 22 S., R. 20 E.,
- Secs. 1 to 3, inclusive;
- Sec. 4, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 9, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$;
- Sec. 10, E $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in final judgment of 12/6/38, Civil Action No. 390, USDC, Southern

District of Florida and a tract of land described in deed dated 9/28/36, Book 68, page 580, Hernando County and a right-of-way described collectively in two deeds dated 3/31/38, Book 74, page 76, and Book 74, page 77, Hernando County and deed dated 8/31/37, Book 72, page 391, Hernando County;

- Sec. 11;
- Sec. 12, E $\frac{1}{4}$, E $\frac{1}{4}$ N $\frac{1}{2}$ E $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
- Secs. 13 and 14;
- Sec. 15, E $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$;
- Sec. 23, E $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 24, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$;
- Sec. 25;
- Sec. 26, E $\frac{1}{4}$.

T. 21 S., R. 21 E.,

- *Sec. 30, N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
- *Sec. 31, entire LESS AND EXCEPT a right-of-way described in deed dated 5/4/37, Book 72, page 252, Hernando County.

T. 22 S., R. 21 E.,

- *Sec. 5;
- Secs. 6 and 7;
- *Sec. 8, N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ LESS AND EXCEPT two rights-of-way and a tract of land described in final judgment of 12/6/38, Civil Action No. 347, USDC, Southern District of Florida and two tracts of land described in deed dated 9/23/49, Book 111, page 281, Hernando County, SW $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 7/2/37, Book 72, page 317, Hernando County, that part of NW $\frac{1}{4}$ SE $\frac{1}{4}$ described in deed dated 12/31/48, Book 107, page 192, Hernando County, SE $\frac{1}{4}$ NE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in final judgment of 2/1/39, Civil Action No. 62, USDC, Southern District of Florida;
- *Sec. 9, entire LESS AND EXCEPT a right-of-way described in final judgment of 1/19/38, Civil Action No. 38, USDC, Southern District of Florida;
- Sec. 14, that part of S $\frac{1}{4}$ SW $\frac{1}{4}$ described in deed dated 5/4/37, Book 72, page 252, Hernando County;
- *Sec. 15, E $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 3/14/73, Book 311, page 772, Hernando County;
- *Sec. 16, entire LESS AND EXCEPT a tract of land described in the deed dated 6/4/64, from the Deputy Chief of the Forest Service, Department of Agriculture, acting on behalf of the United States of America, to H. W. Lindsay;
- Sec. 17;
- Sec. 18, E $\frac{1}{4}$, NW $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, that part of SW $\frac{1}{4}$ SW $\frac{1}{4}$ described in deed dated 5/4/37, Book 72, page 252, Hernando County;
- Sec. 19;
- Sec. 20, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, that part of SE $\frac{1}{4}$ NE $\frac{1}{4}$ described in deed dated 5/4/37, Book 72, page 252, Hernando County, N $\frac{1}{2}$ NE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 5/4/37, Book 72, page 252, Hernando County, and a tract of land described in deed dated 5/4/37, Book 72, page 246, Hernando County;

BOOK 610 PAGE 1234

(4)

NO DE 01071

OFF REC 517 PG 0497

Sec. 21, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Sec. 22, N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$;
 Sec. 26, NW $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 28, NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Sec. 29, N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 30, E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, S $\frac{1}{4}$;
 Sec. 31, E-3/4 N-3/4.

T. 22 S., R. 22 E.,
 Sec. 19, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;
 *Sec. 20, S $\frac{1}{2}$ SW $\frac{1}{4}$;
 *Secs. 28 and 29;
 Sec. 30, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{4}$;
 Sec. 31, entire LESS AND EXCEPT a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County;
 Sec. 32;
 *Secs. 33 and 34.

T. 23 S., R. 22 E.,
 Sec. 1;
 Sec. 2, entire LESS AND EXCEPT a tract of land described in deed dated 2/27/37, Book 72, page 166, Hernando County;
 Sec. 3, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County, SW $\frac{1}{4}$ NE $\frac{1}{4}$ LESS AND EXCEPT a tract of land and two rights-of-way described in final judgment of 3/14/39, Civil Action No. 376, USDC, Southern District of Florida, SE $\frac{1}{4}$ NW $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 7/31/37, Book 72, page 350, Hernando County, that part of NE $\frac{1}{4}$ SW $\frac{1}{4}$ described in final judgment of 12/6/38, Civil Action No. 373, USDC, Southern District of Florida and in final judgment of 3/14/39, Civil Action No. 396, USDC, Southern District of Florida, NE $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT two tracts of land described in deed dated 10/10/36, Book 72, page 7, Hernando County, that part of E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ described in final judgment of 3/14/39, Civil Action No. 359, USDC, Southern District of Florida;
 Sec. 4, E $\frac{1}{2}$, SW $\frac{1}{4}$;
 Sec. 5;
 Sec. 6, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
 Sec. 7, entire LESS AND EXCEPT a tract of land described in deed dated 8/4/37, Book 72, page 369, Hernando County;
 Sec. 8;
 Sec. 9, E $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ LESS AND EXCEPT two tracts of land and a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County, SW $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County;
 Secs. 10 to 12, inclusive;
 Sec. 13, E $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$;
 Sec. 14, N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;

BOOK 610 PAGE 1235

(5)

O.R. 1240 PG 01072

OFF REC 517 PG 0498

Secs. 15 to 17, inclusive;
 Sec. 18, entire LESS AND EXCEPT a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County.

PASCO COUNTY

T. 23 S., R. 22 E.,
 Sec. 19, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ LESS AND EXCEPT a right-of-way described in deed dated 9/22/36, Book 99, page 343, Pasco County;
 Secs. 20 to 22, inclusive;
 Sec. 23, S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 9/28/36, Book 99, page 340, Pasco County;
 Sec. 24, E $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, that part of NW $\frac{1}{4}$ NW $\frac{1}{4}$ described in deed dated 3/7/39, Book 106, page 16, Pasco County;
 Sec. 25;
 Sec. 26, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
 Secs. 27 to 29, inclusive;
 Sec. 30, E $\frac{1}{2}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$;
 Sec. 31, NW $\frac{1}{4}$ NW $\frac{1}{4}$.

SUMTER COUNTY

(asterisk (*) indicates part of land described may lie in Hernando County)

T. 21 S., R. 20 E.,
 *Sec. 25, N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
 T. 21 S., R. 21 E.,
 *Sec. 30, N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
 *Sec. 31, entire LESS AND EXCEPT a right-of-way described in deed dated 5/4/37, Book 72, page 252, Hernando County;
 Sec. 32;
 Sec. 33, entire LESS AND EXCEPT a tract of land described in deed dated 7/6/60, Book 21, page 429, Sumter County.
 T. 22 S., R. 21 E.,
 Sec. 4, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, S $\frac{1}{2}$ LESS AND EXCEPT a right-of-way described in deed dated 5/30/41, Book 112, page 497, Sumter County;
 *Sec. 5;
 *Sec. 8, N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ LESS AND EXCEPT two rights-of-way and a tract of land described in final judgment of 12/6/38, Civil Action No. 347, USDC, Southern District of Florida and two tracts of land described in deed dated 9/23/49, Book 111, page 281, Hernando County, SW $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 7/2/37, Book 72, page 317, Hernando County, that part of NW $\frac{1}{4}$ SE $\frac{1}{4}$ described in deed dated 12/31/48, Book 107, page 192, Hernando County, SE $\frac{1}{4}$ NE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in final judgment of 2/1/39, Civil Action No. 62, USDC, Southern District of Florida;

(6)

BOOK 610 PAGE 1236

O. R. 1240 PG 01073

OFF REC 517 PG 0499

- *Sec. 9, entire LESS AND EXCEPT a right-of-way described in final judgment of 1/19/38, Civil Action No. 38, USDC, Southern District of Florida;
- Sec. 10, N $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$;
- *Sec. 15, E $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{4}$, SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 3/14/73, Book 311, page 772, Hernando County;
- *Sec. 16, entire LESS AND EXCEPT a tract of land described in the deed dated 6/4/64 from the Deputy Chief of the Forest Service, Department of Agriculture, acting on behalf of the United States of America, to H. W. Lindsay.

T. 22 S., R. 22 E.,
 *Sec. 20, S $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 27, W $\frac{1}{4}$;
 *Secs. 28, 29, 33 and 34.

T. 23 S., R. 23 E.,
 Secs. 1 to 36, inclusive.

T. 24 S., R. 23 E.,
 Secs. 1 to 6, inclusive.

Containing 113,431 acres, more or less.

(7)

BOOK 610 PAGE 1237

N R 1240 PG 01074

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
DIVISION OF FORESTRY

SUBLEASE AGREEMENT

(7) 3316-B

SUBLEASE NUMBER: 3316-04

THIS SUBLEASE AGREEMENT is entered into this 15 day
of January, 1991, by and between the DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, OF THE
STATE OF FLORIDA hereinafter referred to as "SUBLESSOR", and the
CITY OF INVERNESS, FLORIDA 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. ACKNOWLEDGEMENTS: 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 the Withlacoochee State Forest. All
parties acknowledge that under a previous easement executed
September 21, 1965, a copy of which is attached hereto as Exhibit
"A" (the "Easement"), the SUBLESSEE has established and developed
the subleased premises, including structures and facilities,
consistent with the purpose outlined in that document and with
this sublease. The Easement provides that the rights and
privileges granted thereunder shall remain in force and effect
until December 31, 1990, and grants SUBLESSEE the right to
request a renewal of such rights and privileges for an additional
twenty-five (25) years. The SUBLESSEE has requested the right to
continue its usage of the subleased premises for said renewal
term, and the TRUSTEES, the SUBLESSOR, and the SUBLESSEE are
agreeable to allowing such continued use of the subleased
premises by the SUBLESSEE, pursuant and subject to the terms and
conditions set forth herein.

2. DESCRIPTION OF PREMISES: The property subject to this

sublease agreement is situated in the County of Citrus, State of Florida and is more particularly described in Exhibit "B" attached hereto and hereinafter referred to as the "subleased premises".

3. SUBLEASE TERM: The term of this sublease shall be for a period of twenty-five (25) years commencing on January 1, 1991 and ending on December 31, 2015, called the primary term, unless sooner terminated pursuant to the provisions of this sublease. No later than six (6), nor earlier than twelve (12) months prior to the termination of the primary term the SUBLESSEE has the option to request fifteen (15) year renewal of this sublease. Provided that SUBLESSEE is in full compliance with the terms and conditions of this sublease, SUBLESSOR agrees to execute the instrument necessary to document the requested renewal. SUBLESSOR shall be under no obligation to grant the requested renewal if SUBLESSEE has defaulted or breached any of the terms or conditions of this sublease. In the event that the aforesaid renewal option is granted, the termination date of this sublease will be December 31, 2030.

4. PURPOSE: SUBLESSEE shall manage the subleased premises only for the establishment and operation of a public recreation facility, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 9 of this sublease.

5. COSTS AND ATTORNEYS' FEES: SUBLESSEE shall pay all costs, charges and expenses, including attorneys' fees and appellate attorneys' fees, in connection with any dispute arising out of this sublease, including without limitation, any costs and fees incurred or paid by SUBLESSOR because of the failure on the part of SUBLESSEE to comply with and abide by each and every one of the stipulations, agreements, covenants and conditions of this sublease, or incurred by SUBLESSOR in seeking any remedy available to SUBLESSOR as a result of such failure by SUBLESSEE.

6. OPERATIVE DOCUMENT: The parties agree that, as of the date of commencement of the term of this sublease (January 1,

1991), this sublease shall be the operative document, defining and controlling the rights and obligations of the parties, and that as of such date of commencement, the Easement shall be void and of no further force and effect.

7. CONFORMITY: This sublease shall be subject to, and shall conform with all terms and conditions of Lease Agreement Number 3316 between the TRUSTEES and SUBLESSOR dated January 10, 1984, a copy of which is attached hereto as Exhibit "C", and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the sublease premises or any use thereof not in conformance with this sublease. The purpose stated in paragraph 4 of this sublease and limited herein is a use consistent with Exhibit "C" and SUBLESSEE's use of the property shall be considered a state forestry purpose by SUBLESSOR.

8. RIGHT OF USE: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to exercise the rights conveyed herein.

9. MANAGEMENT PLAN: SUBLESSEE shall prepare and submit a Management Plan for the subleased premises in accordance with Chapter 18-2 and 18-4, Florida Administrative Code, within 12 months of the effective date of this sublease. The Management Plan shall be submitted to the TRUSTEES for approval through SUBLESSOR and the Division of State Lands. The subleased premises has developed recreational facilities and structures constructed on it. Any additional developments or physical alterations other than what is necessary for security and maintenance, or are in the process of being completed, may not take place without the prior written approval of the SUBLESSOR until the Management Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing the Management Plan for the sublease premises. The Management^{Plan} shall be submitted to SUBLESSOR in draft form for review and comments within ten (10) months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR 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 subleased premises. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE's own risk. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE and SUBLESSOR at least every five (5) years. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the advance written approval of the SUBLESSOR. The Management Plan prepared under this sublease 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.

10. ASSIGNMENT: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations thereon of SUBLESSEE in any matter pertaining to this sublease.

12. PLACEMENT AND REMOVAL OF EQUIPMENT AND IMPROVEMENTS: All buildings, structures, improvements and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design if not already included in the approved Management Plan. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of SUBLESSOR. 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.

13. INSURANCE REQUIREMENTS: During the term of this sublease SUBLESSEE 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 subleased premises. The liability insurance coverage shall be in amounts not less than (\$100,000.00) per occurrence and (\$200,000.00) per accident for personal injury, death, and property damage on the sublease premises. Such policies of insurance shall name SUBLESSEE, the TRUSTEES, SUBLESSOR and the State of Florida as co-insureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to SUBLESSOR and the Bureau of State Lands Management Services, Division of State Lands, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399. SUBLESSEE 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 Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE further agrees to immediately notify SUBLESSOR, the TRUSTEES and the insurer of any erection or removal of any structure or other fixed improvement on the subleased premises and any changes affecting the value of any improvements and to request said insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE 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 sublease.

14. INDEMNITY: SUBLESSEE hereby covenants and agrees to investigate all claim of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless the State of Florida and the TRUSTEES and SUBLESSOR from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this sublease to the extent provided by law. Nothing herein shall be construed as a waiver of sovereign immunity afforded to the parties herein, including the Trustees as against claims of non-parties to this agreement.

15. 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 thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

16. NO WAIVER OF BREACH: The failure of SUBLESSOR to insist in 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 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 SUBLESSOR.

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

18. NON-DISCRIMINATION: As a condition of obtaining this sublease, SUBLESSEE hereby agrees not to 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 subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

19. 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.

20. 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. However, SUBLESSEE shall be fully compensated for any and all damages that might result to the subleasehold interest of SUBLESSEE by reason of such exploration and recovery operations.

21. 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.

22. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE 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 assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

23. 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 and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: Division of Forestry
3125 Conner Boulevard
Tallahassee, Florida 32399-1650

SUBLESSEE: City of Inverness
212 West Main Street
Inverness, Florida 32650

24. 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.

25. DAMAGE TO THE PREMISES: SUBLESSEE agrees that it will not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises, any act which may result in damage or depreciation of value to the subleased premises, or any part thereof. SUBLESSEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents used or produced in SUBLESSEE's operations, on the subleased premises or on any adjacent state land or in any manner not permitted by law.

26. 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 and the Bureau of State Lands Management Services, Division of State Lands, Department of Natural Resources, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399 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 and the TRUSTEES 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, shall become the property of the TRUSTEES and SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of 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, SUBLESSEE shall, at its expense, pay all costs necessary to meet the prescribed conditions.

27. BEST MANAGEMENT PRACTICES: SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.004(1)(d), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, the TRUSTEES or other land managing agencies for the protection and enhancement of the subleased premises.

28. DUPLICATE ORIGINALS: This sublease is executed in duplicate originals each of which shall be considered an original for all purposes.

29. 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 thereabove.

30. 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.

31. 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 the "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

32. 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.

33. 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.

34. EASEMENTS: All easements not included in the approved Management Plan are expressly prohibited without the prior written approval of the TRUSTEES and SUBLESSOR. Any easement not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

35. SUBSUBLEASES: This sublease is for the purposes specified herein and any subsubleases of any nature are prohibited, without the prior written approval of the TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by the TRUSTEES and SUBLESSOR shall be void and without legal effect.

36. 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 as set forth in the approved

Management Plan, 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.

37. 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.

38. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this sublease 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 and 18-4, 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 subleased premises.

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

40. 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.

41. SPECIAL CONDITIONS: The following special condition shall apply to this sublease.

a. The SUBLESSOR will manage the timber resources on the area, including timber harvesting, salvage cutting, sanitation cutting, and such other management measures as may be

necessary, in such a manner as to maintain the area in as attractive and natural condition as possible for public enjoyment and safety. The SUBLESSOR shall retain all revenue produced by any of these operations.

b. The SUBLESSOR reserves the right to use any portion of the subleased premises for administrative purposes, when mutually determined by the SUBLESSOR and SUBLESSEE that this use is not in conflict with the approved Management Plan.

42. TITLE DISCLAIMER: SUBLESSOR does not warrant or guarantee any title, right or interest in or to the subleased premises.

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

Jack White
Witness
Helen Brady
Witness

STATE OF FLORIDA, DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
By: Mike Gresham
Mike Gresham, Director
Division of Administration
"SUBLESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
6th day of March, 1991, by Mike Gresham,
as Director, Division of Administration

Danice S. Duggan (SEAL)
NOTARY PUBLIC

My Commission Expires:

☒ Notary Public, State of Florida
My Commission Expires Nov. 11, 1991
Bonded Thru Troy Fain - Insurance Inc.

CITY OF INVERNESS, FLORIDA

By: Walter W. Carson
"SUBLESSEE"

Maury J. ...
Witness
Mary Jo ...
Witness

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me this
15 day of January, 1991, by Walter W. Cannon,
as President of City Council, City of Inverness, FL.
Maureen J. Moran (SEAL)
NOTARY PUBLIC

My Commission Expires: 3/19/91

Consented to by the TRUSTEES on 25 day of March, 1991.

Fuller
Director, Division of State Lands,
Department of Natural Resources

Approved as to Form and Legality

By: William C. Robinson
DNR Attorney

A SUGGESTED LEGAL DESCRIPTION

EXHIBIT A

BEING MADE A PART OF THE BOUNDARY SURVEY OF
WHISPERING PINES PARK FOR THE CITY OF
INVERNESS DATED 8-18-1989, MAP NO. A-1186 A
AND A-1186 B

✓ Begin at the Southwest corner of Section 7, Township 19 South, Range 20 East; thence N. 01° 30' 14" E. along the West line of Section 7 a distance of 2248.42 feet to the Southwest corner of lands as described in Official Records Book 490 at Page 733 of the Public Records of Citrus County, Florida; thence S. 88° 16' 55" E. along the South line of said lands a distance of 105 feet to the Southeast corner of said lands; thence N. 01° 30' 14" E. a distance of 211.28 feet to a point on the South line of Lot 1, Block 20, Inverness Acres Unit 2 according to the map or plat thereof recorded in Plat Book 6, Pages 52-58 inclusive of the aforementioned Public Records of Citrus County, thence S. 88° 16' 55" E. along said South line a distance of 103.72 feet to the Southeast corner of said Lot 1, also being the plat boundary; thence N. 01° 30' 14" E. along said plat boundary a distance of 208.72 feet to a point on the North line of the Southwest 1/4 of Section 7, Township 19 South, Range 20 East; thence S. 88° 15' 46" E. along said North line a distance of 1728.34 feet; thence leaving said North line S. 01° 34' 24" W. a distance of 1379.39 feet; thence S. 88° 24' 22" E. a distance of 678.80 feet to a point that is 33.0 feet from, measured at right angles to, the East line of the Southwest 1/4 of aforementioned Section 7; thence S. 01° 35' 48" W. parallel to said East line a distance of 1277.71 feet to a point that is 33 feet from, measured at right angles to the Northeast corner of the Northwest 1/4 of Section 18, Township 19 South, Range 20 East; thence S. 01° 54' 29" W., parallel to the East line of said Northwest 1/4 a distance of 881.46 feet to a point of curvature concave to the Northeast having a radius of 852.0 feet, a delta of 5° 25' 53" and a chord bearing and distance of S. 00° 48' 28" E. 80.74 feet, thence Southeasterly along the arc of said curve a distance of 80.77 feet to a point on the North terminus of Montgomery Street as recorded in Official Records Book 441 at Page 159, Public Records of Citrus County, Florida; thence N. 88° 35' 47" W. along the North right-of-way of said Street a distance of 23.05 feet to the West right-of-way of said Street; thence S. 02° 02' 22" W. along said West right-of-way a distance of 1046.97 feet to the North line of lands as described in Official Records Book 332 at Page 621 of the Public Records of Citrus County, Florida; thence N. 88° 35' 05" W. along said North line a distance of 279.13 feet to the Northwest corner of said lands; thence S. 01° 59' 51" W. along the West line of said lands a distance of 664.15 feet to

1 OF 4

the North right-of-way of State Road No. 44; thence N. 88° 38' 32" W. along said North line a distance of 1900.72 feet to the Point of curvature of a curve concave to the Northeast having a radius of 1223.57 feet, a delta of 15° 42' 50" and a chord bearing and distance of N. 80° 46' 40" W. 334.52 feet, thence Northwesterly along the arc of said curve a distance of 335.57 feet; thence N. 34° 27' 28" W. a distance of 60.06 feet to a point on the Southerly projection of the East right-of-way line of Forest Drive, also known as, Inverness Crystal Boulevard as shown on the map or plat of Fletcher Heights Recorded in Plat Book 1, Page 41, Public Records of Citrus County, Florida; thence N. 01° 42' 16" E. along said projection of, and along said East right-of-way line a distance of 2582.52 feet (said projection of and said East right-of-way being 33 feet from, measured at right angles to the West line of aforementioned Section 18); thence N. 88° 32' 58" W. a distance of 33 feet to the Point of Beginning.

AND

✓ Commence at the Southwest corner of Section 7, Township 19 South, Range 20 East; thence N. 01° 30' 14" E. along the West line of Section 7 a distance of 2248.42 feet to the Southwest corner of lands as described in Official Records Book 490 at Page 733 of the Public Records of Citrus County, Florida; thence S. 88° 16' 55" E. along the south line of said lands a distance of 105 feet to the Southeast corner of said lands; thence N. 01° 30' 14" E. a distance of 211.28 feet to a point on the South line of Lot 1, Block 20, Inverness Acres Unit 2 according to the map or plat thereof recorded in Plat Book 6, Pages 52-58 inclusive of the aforementioned Public Records of Citrus County, thence S. 88° 16' 55" E. along said South line a distance of 103.72 feet to the Southeast corner of said Lot 1, also being the plat boundary; thence S. 48° 57' 51" E. a distance of 111.26 feet; thence N. 01° 30' 14" E. along said plat boundary a distance of 208.72 feet to a point on the North line of the Southwest 1/4 of Section 7, Township 19 South, Range 20 East; thence S. 88° 15' 46" E. along said North line a distance of 1778.34 feet to the point of beginning; thence continue S. 88° 15' 46" E. along said North line a distance of 511.14 feet; thence S. 48° 57' 51" E. a distance of 111.26 feet; thence S. 02° 03' 43" W. a distance of 593.44 feet; thence N. 88° 20' 02" W. a distance of 591.98 feet; thence N. 01° 34' 24" E. a distance of 664.63 feet.

LESS AND EXCEPT the Seaboard Coastline Railroad Company's 100 foot right-of-way being more particularly described as follows:

Commence at the Southwest corner of Section 7, Township 19 South, Range 20 East; thence N. 01° 30' 14" E. along the West line of Section 7 a distance of 1884.94 feet to the existing Easterly right-of-way of aforementioned Seaboard Coastline Railroad and the Point of Beginning; thence continue N. 01° 30' 14" E. along said West line a distance of 175.92 feet to the existing Westerly right-of-way of said Seaboard Coastline Railroad; thence N. 36°

2 OF 4

07' 28" E. along said Westerly right-of-way a distance of 85.05 feet to the point of curvature of a curve concave Westerly having a radius of 1866.03 feet, a central angle of 18° 04' 03" and a chord bearing and distance of N. 25° 13' 28" E. 585.99 feet, thence Northeasterly along the arc of said curve a distance of 588.43 feet to a point on the North line of the Southwest 1/4 of Section 7, Township 19 South, Range 20 East; thence S. 88° 15' 46" E. along said North line a distance of 103.09 feet to the aforementioned East right-of-way line of the Seaboard Coastline Railroad said point being on a curve concave Westerly having a radius of 1966.03 feet, a central angle of 18° 49' 02" and a chord bearing and distance of S. 24° 50' 58" W. 642.80 feet, thence Southwesterly along the arc of said curve a distance of 645.69 feet to the point of tangent of said curve; thence S. 36° 07' 28" W. a distance of 233.07 feet to the point of beginning, being the same lands as described in Official Records Book 74, Page 129, Public Records of Citrus County, Florida.

AND LESS

the Seaboard Coastline Railroad Company 100 foot right-of-way, being 50 feet on each side of the following described center line:

Begin at a point on the North line of the Southwest 1/4 of Section 7, Township 19 South, Range 20 East, 471 feet measured along said North line from the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 7; thence following a 3 degree curve to the right through an angle of 15° 45' for a distance of 525 feet; thence S. 09° 10' E. for a distance of 1720.00 feet to the beginning of a 6 degree curve to the left; thence following said 6 degree curve through an angle of 63° 01' for a distance of 1050 feet; thence S. 72° 11' E. for a distance of 725 feet to a point on the East line of the Northeast 1/4 of the Northwest 1/4 of Section 18, Township 19 South, Range 20 East, said point being 389 feet South of the Northeast corner thereof, containing 9.2 acres, more or less; being the same lands as described in Official Records Book 74, Page 129 Public Records of Citrus County, Florida, being the same lands as described in Official Records Book 74, Page 129, Public Records of Citrus County, Florida.

AND LESS

A 66 foot road right-of-way for Inverness Crystal Boulevard, also known as, Old State Road No. 44, also known as, Forest Drive, as shown on the plat of Fletcher Heights recorded in Plat Book 1, Page 41 of the Public Records of Citrus County, Florida; being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of Section 18, Township 19 South, Range 20 East; thence S. 88° 32' 58" E.

along the North line of said Northwest 1/4 a distance of 33.0 feet; thence S. 01° 42' 16" W. parallel to and 33.0 feet from the West line of said Northwest 1/4 a distance of 2152.04 feet to the Easterly right-of-way line of the aforementioned Inverness Crystal Boulevard and Point of Beginning, being the point of curvature of a curve concave to the Northeast having a radius of 536.71 feet, a delta of 76° 46' 04" and a chord bearing and distance of S. 36° 40' 46" E. 666.52 feet; thence Southeast-erly along the arc of said curve a distance of 719.11 feet to a point on the North right-of-way line of State Road No. 44; thence N. 88° 38' 32" W. along said North right-of-way line a distance of 46.76 feet to the point of curvature of a curve concave to the Northeast having a radius of 1223.57 feet, a delta of 06° 43' 05" and a chord bearing and distance of N. 85° 16' 32" W. 143.39 feet; thence Northwesterly along the arc of said curve a distance of 143.87 feet to a point on the West right-of-way of the aforementioned Inverness Crystal Boulevard, said point being on a curve concave to the Northeast having a radius of 602.71 feet, a delta of 31° 40' 12" and a chord bearing and distance of N. 41° 11' 49" W. 328.92 feet; thence Northwesterly along the arc of said curve a distance of 333.15 feet to a point that is 33.0 feet from, measured at right angle to the West line of the Northwest 1/4 of the aforementioned Section 18; thence N. 01° 42' 16" E. parallel to and 33.0 feet from said West line a distance of 274.25 feet to the Point of Beginning.

Subject to an easement described as follows:

Commence on the East line of the Southwest 1/4 of said Section 7 at a point 710.05 feet North of the Southeast corner of said Southwest 1/4 and run Westerly, and at right angles to said quarter line 33.0 feet for a POINT OF BEGINNING; thence Southerly and parallel to said quarter line 300.0 feet; thence Westerly and at right angles to said quarter line 300.0 feet; thence Northerly line and parallel to said quarter line 400.0 feet; thence Easterly and at right angles to said quarter line 300.0 feet; thence Southerly and parallel to said quarter line 100.0 feet to the Point of Beginning.

Total area containing 286.9 acres, more or less.

NOTE: This is final metes and bounds legal description of the subleased premises and is the most accurate.

EASEMENT

The FLORIDA BOARD OF FORESTRY, an agency of the State of Florida, hereinafter called the Board, in consideration of the benefits to be received by the Board from the use of the lands for the purposes stated below, does hereby grant and convey an easement to the CITY OF INVERNESS, FLORIDA, hereinafter called the City, for the use of certain lands located in the Withlacoochee State Forest, as described in Exhibit A attached and made a part of this easement, for public recreation purposes and recreation developments subject to the following express conditions, viz:

1. The City will submit a detailed and comprehensive plan for recreational use and/or recreation improvements and developments to the Board for approval prior to commencing any work.
2. The Board will consult with and assist the City in drawing up a comprehensive recreational development plan for the area, calling in such assistance as may be available to it from either State and/or public agencies engaged in the field of recreation.
3. The City assumes full obligation for any and all liabilities for damage to life and/or property arising from the operations on and the occupancy and use of the lands under this easement and shall save and hold the Board and the United States harmless from any and all claims for damages by third parties resulting from such operation, occupancy and use except damages arising from timber operations by the Board or any agency other than the City.
4. The City agrees to jointly with the Board draw up a plan setting forth the conditions and responsibilities for fire prevention, pre-suppression and control.
5. The Board will manage the timber resources on the area, including timber harvesting, salvage cutting, sanitation cutting and such other manage-

ment measures as may be necessary, in such a manner as to maintain the area in an attractive and natural condition as possible for public enjoyment and safety.

6. The City shall maintain the improvements and premises up to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the State Board of Health and the Board.

7. The Board reserves the right to use that area not embraced in the detailed comprehensive plan for forestry purposes or public use not inconsistent with the purposes and objectives of this easement.

8. The Board, through its State Forest organization and/or other of its personnel, will assist the City in fire prevention, pre-suppression and control as needed.

9. The City shall take all reasonable precautions to prevent soil erosion.

10. All rights and privileges granted hereunder shall remain in force and effect until December 31, 1990, with the City having the option to request a renewal for an additional 25 years.

11. Should said lands at any time not be used for the purposes for which this easement is granted, then the rights and privileges hereby granted shall automatically cease and terminate and all rights of the City under this easement shall thereby be forfeited.

12. Should the City breach any of the covenants, terms, or conditions of this easement, the Board may, at its election, terminate and cancel all privileges granted herein by giving the City written notice thereof; provided the Board gives the City thirty days notice of such specific breaches of this easement in writing and if the City has not corrected or removed said breaches within thirty (30) days after receiving such written notice.

13. This easement is subject to all valid claims on record.

14. The City agrees to allow the lawful public use of this area for

recreational purposes without discrimination as to race, color, or creed.

15. Any changes, modifications and/or amendments to this easement, including changes in the comprehensive plan set forth in item number 1, must be concurred in by both the Board and the City.

16. The rights and privileges granted hereunder are not transferable, and cannot be sold, assigned, conveyed, or sub-leased.

IN WITNESS WHEREOF said Board has hereunto caused its name to be signed by its President and its seal to be affixed by its Secretary this 31st day of September, 1965.

FLORIDA BOARD OF FORESTRY

ATTEST:

Secretary

By [Signature]
President

EXHIBIT A (cont)

TOWNSHIP NINETEEN SOUTH, RANGE TWENTY EAST.

Section 7:) Southwest quarter;
18:) Northwest quarter;
Northeast quarter of Southwest
quarter, less the following:
Southeast quarter of North-
east quarter of Southwest quarter
of Section 7; Beginning at the north-
west corner of Southwest quarter of
Section 7; thence East 35 yards; South 140 yds;
West 35 yds; North 140 yds to point of beginning;
East half of Southeast quarter of Southeast
quarter of Northwest quarter of Section 18;
Also commencing at the northeast corner of the
Northeast quarter of Northwest quarter of Sec. 18,
and run thence West 33 feet to a point on the West
right-of-way line of State Road #5 according to
the right of way map thereof on record in the
office of the Clerk of the Circuit Court of Citrus
County, Florida, thence in a southerly direction
along said right-of-way line to a point on the
East boundary of said Northeast quarter of Northwest
quarter 970 feet, more or less, South of the northeast
corner of said Northeast quarter of Northwest quarter;
run thence North 970 ft. more or less to the point of
beginning, all of said lands lying and being in the
Northeast quarter of Northwest quarter of Section 18,
T 19 S, R 20 E, containing .3 acre, more or less; ..
Also the following described premises, to-wit:
A strip of land 33 ft. in width off the East side
of the Southeast quarter of Southwest quarter of
Section 7, containing 1.01 acres, more or less;
Also beginning at a point on the West boundary of
Section 7, 620 feet South from the West quarter
corner of said Section 7; thence North 32 degrees
53 minutes East for a distance of 165.9 feet to
the beginning of a 3 degree curve to the left;
thence following said 3 degree curve to the left
through an angle of 19 degrees 7 minutes for a
distance of 635.6 feet to a point on the East
quarter Section line of said Section 7, contain-
ing 1.24 acres, more or less.

NOTE: This is the legal description of original 9/21/65 easement.

LEGAL DESCRIPTION OF THE LEASED PREMISES

SW $\frac{1}{4}$ of Section 7, Township 19 South, Range 20 East;

Also the NW $\frac{1}{4}$ of Section 18, Township 19 South, Range 20 East;

Also the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 18, Township 19 South, Range 20 East, LESS THE FOLLOWING:

SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 7, Twp. 19 S., Rge. 20 East;

Beginning at the NW corner of SW $\frac{1}{4}$ of Sec. 7, Twp. 19 S., Rge. 20 East, thence East 35 yds; South 140 yds; West 35 yds; North 140 yds to point of beginning;

E $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 18, Township 19 S., Rge. 20 East;

Also commencing at the NE corner of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 18, Twp. 19 S., Rge. 20 E., and run thence West 33 ft. to a point on the W. right-of-way line of State Road 15 according to the right-of-way map thereof on record in the office of the Clerk of the Circuit Court of Citrus County, Florida, thence in a southerly direction along said right-of-way line to a point on the E. boundary of said NE $\frac{1}{4}$ of NW $\frac{1}{4}$ 970 ft. more or less, south of the NE corner of said NE $\frac{1}{4}$ of NW $\frac{1}{4}$, run thence N. 970 ft. more or less to the point of beginning, excepting the right-of-way of the Seaboard Air Line Railway, all of said lands lying and being in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 18, Twp. 19 S., Rge. 20 E. containing .3 acres, more or less;

Also the following-described premises, to-wit:

A strip of land 33 ft. in width off the E. side of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 7, Twp. 19 S., Rge. 20 E. containing 1.01 acres, more or less;

LESS right-of-way of Seaboard Air Line Railway Company, said right-of-way being a strip of land 100 ft. wide, 50 ft. on each side of center line and being more particularly described as follows:

Beginning at a point on the E and W quarter Section line of said Section 7, 471 ft. W. from the NE corner of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 7, thence following a 3 degree curve to the right through an angle of 15 degrees 45 minutes for a distance of 515 feet, thence S. 9 degrees 10 minutes E. for a distance of 1720 ft. to the beginning of a 6 degree curve to the left, thence following said 6 degree curve to the left through an angle of 63 degrees, 1 minute, for a distance of 1050 ft. thence South 72 degrees 11 minutes E. for a distance of 725 ft. to a point on the E. boundary of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 18, Twp. 19 S., Rge. 20 E. 389 ft. S. of the NE corner thereof, said right-of-way containing 9.2 acres, more or less;

Also beginning at a point on the W. boundary of Section 7, Twp. 19 S., Rge. 20 E. 620 ft. S from the W quarter corner of said Section 7, thence N. 32 degrees 53 minutes E. for a distance of 165.9 ft. to the beginning of a 3 degree curve to the left, thence following said 3 degree curve to the left through an angle of 19 degrees 7 minutes for a distance of 635.6 ft. to a point on the East quarter Section line of said Section 7, containing 1.84 acres, more or less.

Total area containing 297.3 acres, more or less.

NOTE: This is the legal description of the survey completed for the Sublease Agreement and is not as accurate as the metes and bounds legal description on pages 14-17.

All those certain tracts or parcels of land embraced within the Withlacoochee Land Utilization Project, FL-LU-3, lying and being in the counties of Citrus, Hernando, Pasco and Sumter, State of Florida, Tallahassee Meridian, to wit:

CITRUS COUNTY

T. 19 S., R. 18 E.,

- Sec. 1, S $\frac{1}{2}$;
- Sec. 2, S $\frac{1}{2}$ S $\frac{1}{2}$, that part of NE $\frac{1}{4}$ SE $\frac{1}{4}$ described in final judgment of 7/25/38, Civil Action No. 64, United States District Court, Southern District of Florida;
- Sec. 3, SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in final judgment of 7/25/38, Civil Action No. 44, USDC, Southern District of Florida;
- Sec. 10, E $\frac{1}{2}$;
- Secs. 11 to 14, inclusive;
- Sec. 15, E $\frac{1}{2}$;
- Sec. 21, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 7/26/37, Book 73, page 193, Citrus County;
- Sec. 22, E $\frac{1}{2}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
- Secs. 23 to 27, inclusive;
- Sec. 36, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ LESS AND EXCEPT a tract of land described in deed dated 3/19/37, Book 72, page 465, Citrus County.

T. 19 S., R. 19 E.,

- Sec. 6, S $\frac{1}{2}$, that part of S $\frac{1}{2}$ NE $\frac{1}{4}$ described in deed dated 2/18/38, Book 74, page 94, Citrus County, that part of S $\frac{1}{2}$ NW $\frac{1}{4}$ described in deed dated 12/17/37, Book 74, page 280, Citrus County;
- Sec. 7;
- Sec. 9, entire LESS AND EXCEPT a tract of land described in the deed dated 10/29/38 from the Director, Division of Lands, Forest Service, Department of Agriculture, acting on behalf of the United States of America, to Robert M. Howard, Sr., et ux;
- Sec. 10, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, that part of SE $\frac{1}{4}$ NE $\frac{1}{4}$, of NW $\frac{1}{4}$ NE $\frac{1}{4}$ and of NE $\frac{1}{4}$ NW $\frac{1}{4}$ described in deed dated 4/15/38, Book 74, page 140, Citrus County, that part of SW $\frac{1}{4}$ NE $\frac{1}{4}$ described in deed dated 8/16/38, Book 74, page 260, Citrus County;
- Sec. 11, SW $\frac{1}{4}$ SE $\frac{1}{4}$, that part of S $\frac{1}{2}$ NW $\frac{1}{4}$ described in deed dated 4/15/38, Book 74, page 140, Citrus County;
- Sec. 13, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 3/17/37, Book 73, page 10, Citrus County;
- Sec. 14, SW $\frac{1}{4}$;
- Sec. 15, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$;
- Secs. 16, 18, 19, 21 and 22;
- Sec. 23, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deeds dated 12/15/36 and 6/22/37, filed in Book 73, page 143 and Book 73, page 140, respectively, Citrus County, NE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 2/17/38, Book 74, page 33, Citrus County;
- Sec. 24, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 2/10/41, Book 76, page 451, Citrus County, N $\frac{1}{2}$ LESS AND EXCEPT a right-of-way described in deed dated 11/13/37, Book 73, page 477, Citrus County;
- Sec. 25, NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;

BOOK 610 PAGE 1231

O.R. 1240 PG 01058

OFF REC 517 PG 0494

- Sec. 26, entire LESS AND EXCEPT a tract of land described in deed dated 2/10/41, Book 76, page 449, Citrus County and a right-of-way described in deed dated 3/7/38, Book 74, page 90, Citrus County;
- Secs. 27 and 28;
- Sec. 30, S½NE¼NE½, W½NE½, SE½NE½, N½NW½, SW½NW½, S½;
- Sec. 31, fractional;
- Secs. 33 and 34;
- Sec. 35, entire LESS AND EXCEPT a tract of land described in final judgment of 2/1/39, Civil Action No. 74, USDC, Southern District of Florida and a right-of-way described in deed dated 3/7/38, Book 74, page 88, Citrus County;
- Sec. 36.

T. 19 S., R. 20 E.,

- Sec. 7, SW½ LESS AND EXCEPT the SE½NE½SW½ and two tracts of land and two rights-of-way, all described in deed dated 4/7/38, Book 74, page 129, Citrus County;
- Sec. 18, NW½ LESS AND EXCEPT THE E½SE½SE½NW½ and a tract of land and a right-of-way, all described in deed dated 4/7/38, Book 74, page 129, Citrus County.

T. 20 S., R. 19 E.,

- Sec. 1;
- Sec. 2, entire LESS AND EXCEPT a right-of-way described in deed dated 12/29/37, Book 73, page 597, Citrus County;
- Sec. 3, entire LESS AND EXCEPT a right-of-way described in deed dated 12/29/37, Book 73, page 597, Citrus County;
- Secs. 4 and 5;
- Sec. 6, fractional;
- Sec. 7, entire LESS AND EXCEPT a right-of-way described in final judgment of 1/19/38, Civil Action No. 45, USDC, Southern District of Florida;
- Secs. 8 and 9;
- Sec. 10, entire LESS AND EXCEPT a right-of-way described in judgment of 6/9/42, Civil Action No. 50, USDC, Southern District of Florida and a right-of-way described in deed dated 9/13/37, Book 73, page 313, Citrus County and a right-of-way described in deed dated 7/31/37, Book 73, page 227, Citrus County;
- Sec. 11, entire LESS AND EXCEPT a right-of-way described in deed dated 7/31/37, Book 73, page 227, Citrus County;
- Sec. 12;
- Sec. 14, W½ LESS AND EXCEPT a right-of-way described in deed dated 4/15/38, Book 74, page 140, Citrus County and a right-of-way described in deed dated 5/13/37, Book 73, page 99, Citrus County;
- Secs. 15 to 17, inclusive;
- Sec. 18, N½, E½SW½, SE½;
- Sec. 19, E½, N½NW½, S½SW½NW½, SE½NW½, SW½;
- Secs. 20 to 22, inclusive;
- Sec. 23, NE½NW½, W½W½, NW½NE½ LESS AND EXCEPT a right-of-way described in deed dated 9/13/37, Book 73, page 313, Citrus County;

- Sec. 26, N $\frac{1}{2}$ NW $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 8/17/37, Book 73, page 234, Citrus County;
 Secs. 27 to 30, inclusive;
 Sec. 31, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 3/11/37, Book 72, page 467, Citrus County;
 Sec. 32, N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$;
 Sec. 33, entire LESS AND EXCEPT two tracts of land described in final judgment of 7/25/39, Civil Action No. 52, USDC, Southern District of Florida;
 Sec. 34, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;
 Sec. 35, SE $\frac{1}{4}$ NW $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in final judgment of 7/24/39, Civil Action No. 84, USDC, Southern District of Florida.

- T. 21 S., R. 19 E.,
 Sec. 3, NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 4;
 Sec. 9, N $\frac{1}{2}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
 Sec. 10, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 9/13/37, Book 73, page 313, Citrus County.

HERNANDO COUNTY

(asterisk (*) indicates part of land described may lie in Sumter County)

- T. 21 S., R. 19 E.,
 Sec. 5, E $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 6, NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$;
 Sec. 8, NE $\frac{1}{4}$.
 T. 21 S., R. 20 E.,
 Sec. 17, entire LESS AND EXCEPT a right-of-way described in final judgment of 12/6/38, Civil Action No. 402, USDC, Southern District of Florida;
 Sec. 18, E $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
 Sec. 19, E $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 12/16/33, Book 72, page 77, Hernando County;
 Sec. 20, NW $\frac{1}{4}$, that part of W $\frac{1}{2}$ SW $\frac{1}{4}$ described in deed dated 7/9/38, Book 74, page 208, Hernando County;
 *Sec. 25, N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$;
 Sec. 33, E $\frac{1}{4}$ SE $\frac{1}{4}$;
 Secs. 34 to 36, inclusive.
 T. 22 S., R. 20 E.,
 Secs. 1 to 3, inclusive;
 Sec. 4, E $\frac{1}{4}$, E $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 9, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$;
 Sec. 10, E $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in final judgment of 12/6/38, Civil Action No. 390, USDC, Southern

BOOK 610 PAGE 1233

(3)

SEE DEED 542 00 01 01 01 01

District of Florida and a tract of land described in deed dated 9/28/36, Book 68, page 580, Hernando County and a right-of-way described collectively in two deeds dated 3/31/38, Book 74, page 76, and Book 74, page 77, Hernando County and deed dated 8/31/37, Book 72, page 391, Hernando County;

- Sec. 11;
- Sec. 12, E_{1/2}, E_{1/2}NE_{1/4}, NW_{1/4}, S_{1/2}NW_{1/4}, SW_{1/4};
- Secs. 13 and 14;
- Sec. 15, E_{1/2}, E_{1/2}NW_{1/4}, N_{1/2}NW_{1/4}, N_{1/2}S_{1/2}NW_{1/4};
- Sec. 23, E_{1/2}, N_{1/2}NW_{1/4}, SE_{1/4}NW_{1/4}, E_{1/2}SW_{1/4};
- Sec. 24, N_{1/2}NE_{1/4}, SW_{1/4}NE_{1/4}, W_{1/2}SE_{1/4}NE_{1/4}, W_{1/2}, SE_{1/4};
- Sec. 25;
- Sec. 26, E_{1/2}.

T. 21 S., R. 21 E.,

- *Sec. 30, N_{1/2}NW_{1/4}SW_{1/4}, S_{1/2}SW_{1/4}, SW_{1/4}SE_{1/4};
- *Sec. 31, entire LESS AND EXCEPT a right-of-way described in deed dated 5/4/37, Book 72, page 252, Hernando County.

T. 22 S., R. 21 E.,

- *Sec. 5;
- Secs. 6 and 7;
- *Sec. 8, N_{1/2}NE_{1/4}, E_{1/2}SE_{1/4}, W_{1/2} LESS AND EXCEPT two rights-of-way and a tract of land described in final judgment of 12/6/38, Civil Action No. 347, USDC, Southern District of Florida and two tracts of land described in deed dated 9/23/49, Book 111, page 281, Hernando County, SW_{1/4}SE_{1/4} LESS AND EXCEPT a right-of-way described in deed dated 7/2/37, Book 72, page 317, Hernando County, that part of NW_{1/4}SE_{1/4} described in deed dated 12/31/43, Book 107, page 192, Hernando County, SE_{1/4}NE_{1/4} LESS AND EXCEPT a right-of-way described in final judgment of 2/1/39, Civil Action No. 82, USDC, Southern District of Florida;
- *Sec. 9, entire LESS AND EXCEPT a right-of-way described in final judgment of 1/19/38, Civil Action No. 38, USDC, Southern District of Florida;
- Sec. 14, that part of S_{1/2}SW_{1/4} described in deed dated 5/4/37, Book 72, page 252, Hernando County;
- *Sec. 15, E_{1/2}, NW_{1/4}NE_{1/4}, N_{1/2}SW_{1/4}NE_{1/4}, W_{1/2}, SE_{1/4} LESS AND EXCEPT a tract of land described in deed dated 3/14/73, Book 311, page 772, Hernando County;
- *Sec. 16, entire LESS AND EXCEPT a tract of land described in the deed dated 6/4/64, from the Deputy Chief of the Forest Service, Department of Agriculture, acting on behalf of the United States of America, to H. W. Lindsay;
- Sec. 17;
- Sec. 18, E_{1/2}, NW_{1/4}, E_{1/2}SW_{1/4}, NW_{1/4}SW_{1/4}, that part of SW_{1/4}SW_{1/4} described in deed dated 5/4/37, Book 72, page 252, Hernando County;
- Sec. 19;
- Sec. 20, SW_{1/4}NE_{1/4}, N_{1/2}NW_{1/4}, that part of SE_{1/4}NE_{1/4} described in deed dated 5/4/37, Book 72, page 252, Hernando County, N_{1/2}NE_{1/4} LESS AND EXCEPT a tract of land described in deed dated 5/4/37, Book 72, page 252, Hernando County, and a tract of land described in deed dated 5/4/37, Book 72, page 246, Hernando County;

BOOK 610 PAGE 1234

(4)

OFF REC 517 PG 0497

NO DO 01071

Sec. 21, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Sec. 22, N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$;
 Sec. 26, NW $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 28, NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$;
 Sec. 29, N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 30, E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, S $\frac{1}{2}$;
 Sec. 31, E-3/4 N-3/4.

T. 22 S., R. 22 E.,
 Sec. 19, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;
 *Sec. 20, S $\frac{1}{2}$ SW $\frac{1}{4}$;
 *Secs. 28 and 29;
 Sec. 30, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
 Sec. 31, entire LESS AND EXCEPT a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County;
 Sec. 32;
 *Secs. 33 and 34.

T. 23 S., R. 22 E.,
 Sec. 1;
 Sec. 2, entire LESS AND EXCEPT a tract of land described in deed dated 2/27/37, Book 72, page 166, Hernando County;
 Sec. 3, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County, SW $\frac{1}{4}$ NE $\frac{1}{4}$ LESS AND EXCEPT a tract of land and two rights-of-way described in final judgment of 3/14/39, Civil Action No. 376, USDC, Southern District of Florida, SE $\frac{1}{4}$ NW $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 7/31/37, Book 72, page 350, Hernando County, that part of NE $\frac{1}{4}$ SW $\frac{1}{4}$ described in final judgment of 12/6/38, Civil Action No. 373, USDC, Southern District of Florida and in final judgment of 3/14/39, Civil Action No. 396, USDC, Southern District of Florida, NE $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT two tracts of land described in deed dated 10/10/36, Book 72, page 7, Hernando County, that part of E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ described in final judgment of 3/14/39, Civil Action No. 359, USDC, Southern District of Florida;
 Sec. 4, E $\frac{1}{2}$, SW $\frac{1}{4}$;
 Sec. 5;
 Sec. 6, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
 Sec. 7, entire LESS AND EXCEPT a tract of land described in deed dated 8/4/37, Book 72, page 369, Hernando County;
 Sec. 8;
 Sec. 9, E $\frac{1}{2}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ LESS AND EXCEPT two tracts of land and a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County, SW $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County;
 Secs. 10 to 12, inclusive;
 Sec. 13, E $\frac{1}{2}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$;
 Sec. 14, N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;

BOOK 610 PAGE 1235

(5)

O.R. 1240 PG 01072

OFF REC 517 PG 0498

Secs. 15 to 17, inclusive;
 Sec. 18, entire LESS AND EXCEPT a right-of-way described in deed dated 8/4/37, Book 72, page 369, Hernando County.

PASCO COUNTY

T. 23 S., R. 22 E.,
 Sec. 19, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, N $\frac{1}{2}$ LESS AND EXCEPT a right-of-way described in deed dated 9/22/36, Book 99, page 343, Pasco County;
 Secs. 20 to 22, inclusive;
 Sec. 23, S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 9/26/36, Book 99, page 340, Pasco County;
 Sec. 24, E $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, that part of NW $\frac{1}{4}$ NW $\frac{1}{4}$ described in deed dated 3/7/39, Book 106, page 16, Pasco County;
 Sec. 25;
 Sec. 26, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
 Secs. 27 to 29, inclusive;
 Sec. 30, E $\frac{1}{2}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$;
 Sec. 31, NW $\frac{1}{4}$ NW $\frac{1}{4}$.

SUMTER COUNTY

(asterisk (*) indicates part of land described may lie in Hernando County)

T. 21 S., R. 20 E.,
 *Sec. 25, N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
 T. 21 S., R. 21 E.,
 *Sec. 30, N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
 *Sec. 31, entire LESS AND EXCEPT a right-of-way described in deed dated 5/4/37, Book 72, page 252, Hernando County;
 Sec. 32;
 Sec. 33, entire LESS AND EXCEPT a tract of land described in deed dated 7/6/60, Book 21, page 429, Sumter County.
 T. 22 S., R. 21 E.,
 Sec. 4, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, S $\frac{1}{2}$ LESS AND EXCEPT a right-of-way described in deed dated 5/30/41, Book 112, page 497, Sumter County;
 *Sec. 5;
 *Sec. 8, N $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ LESS AND EXCEPT two rights-of-way and a tract of land described in final judgment of 12/6/38, Civil Action No. 347, USDC, Southern District of Florida and two tracts of land described in deed dated 9/23/49, Book 111, page 281, Hernando County, SW $\frac{1}{4}$ SE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in deed dated 7/2/37, Book 72, page 317, Hernando County, that part of NW $\frac{1}{4}$ SE $\frac{1}{4}$ described in deed dated 12/31/48, Book 107, page 192, Hernando County, SE $\frac{1}{4}$ NE $\frac{1}{4}$ LESS AND EXCEPT a right-of-way described in final judgment of 2/1/39, Civil Action No. 62, USDC, Southern District of Florida;

(6)

BOOK 610 PAGE 1236

O. R. 1240 PG 01073

NEE REC 517 PG 0499

- Sec. 9, entire LESS AND EXCEPT a right-of-way described in final judgment of 1/19/38, Civil Action No. 38, USDC, Southern District of Florida;
- Sec. 10, N $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 15, E $\frac{1}{2}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$ LESS AND EXCEPT a tract of land described in deed dated 3/14/73, Book 311, page 772, Hernando County;
- Sec. 16, entire LESS AND EXCEPT a tract of land described in the deed dated 6/4/64 from the Deputy Chief of the Forest Service, Department of Agriculture, acting on behalf of the United States of America, to H. W. Lindsay.

T. 22 S., R. 22 E.,
 •Sec. 20, S $\frac{1}{2}$ SW $\frac{1}{4}$;
 Sec. 27, W $\frac{1}{2}$;
 •Secs. 28, 29, 33 and 34.

T. 23 S., R. 23 E.,
 Secs. 1 to 36, inclusive.

T. 24 S., R. 23 E.,
 Secs. 1 to 6, inclusive.

Containing 113,431 acres, more or less

(7)

BOOK 610 PAGE 1237

N R 1240 PG 01074

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENTNo. 3316

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the State;

NOW, THEREFORE, this agreement made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, as LESSOR, and the DIVISION OF FORESTRY, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, as LESSEE,

WITNESSETH:

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

1. The lessor does hereby lease to the lessee the following described premises in the County of Pasco & Sumter, State of Florida, together with the improvements thereon (if applicable), viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described land for a period of Fifty (50) years for management as a state forest (Withlacoochee State Forest).

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

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

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for state forestry purposes (Withlacoochee State Forest).

Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the lessee, payable upon demand of the lessor.

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

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

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

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

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

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

No. 3316

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

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

IN TESTIMONY WHEREOF, the lawfully designated agent of the Board of Trustees of the Internal Improvement Trust Fund, has hereunto subscribed his name and has caused the official seal of said Board to be hereunto affixed, in the City of Tallahassee, Florida, on the 10th day of January, A.D. 1984.

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

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

ay :

**DIRECTOR, DIVISION OF STATE LANDS
AGENT FOR THE BOARD OF TRUSTEES
OF THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA**

APPROVED BY:
FORM 6 (REV. 11-1-68)

50KM

EXPERIMENT ATTORNEY

DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES
Division of Forestry

Зу :

Commissioner of Agriculture

APPROVED BY THE BOARD OF DIRECTORS

B1

Defendant's Attorney

Appendix 2

Statement of Significance for Whispering Pines Park



City of Inverness

Administration Office

108 North Seminole Avenue
Inverness, Florida 34450-4149

(352)-726-2611

FAX (352) 726-0607

March 3, 1997

Ms. Judy Landen
c/o H. W. Lochner
13577 Feather Sound Drive
Suite 600
Clearwater, FL 34622

Dear Ms. Landen:

Per our conversation, enclosed please find a previously submitting letter to FDOT dated June 1, 1983, and inter-City correspondence dated June 12, 1991, that states the significance of the Whispering Pines Park. Additionally worth noting are referenced elements of the City's Comprehensive Plan, that effectively relates to the use, protection, and management of park-recreation and open space-property.

Also enclosed is a copy of the Easement Agreement between the State of Florida and City of Inverness, concerning the ownership and management of the property.

We hope this information is beneficial. If additional assistance is required, please call.

Sincerely,

Frank DiGiovanni
City Manager

xc: Office of the City Clerk
Patricia Smith
Daniel Sawyer
William Thacher
William Wiley

Enclosures



DEPARTMENT OF PARKS AND RECREATION

INTER-DEPARTMENTAL COMMUNICATION

Date. October 27, 1987

FROM: .. Frank DiGiovanni ..

TO: Bruce Banning

SUBJECT: Highway 44 Widening Project

Please be advised I was contacted by Mr. Ed Tafelski, from McKean & Associates regarding the widening project for State Road 44.

Part of the approved project calls for a five (5) acre tract of land in Whispering Pines Park to be used as a drainage retention area (DRI). The tract is near or on the corner section of Forest Drive and State Road 44. The construction of the DRI will involve removal of trees and other vegetation. The final step will also include soil removal to develop a greater basin to hold and percolate water.

Mr. Tafelski spoke to an official from D.O.T. on this matter, but could not pin down the actual amount of trees to be removed, or the size of the area to be excavated.

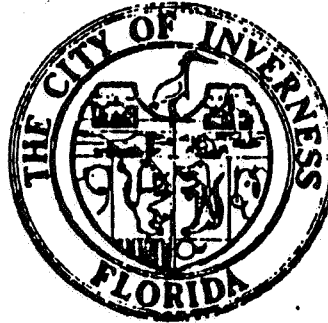
We have known of the possibility of this occurring for years (see attached correspondence dated 6/1/83), and hoped the project's engineering would determine the scope of the DRI to only divert water into the park, allowing it to percolate and leave the trees and other vegetation of majority thereof, in tact. A diversion of road water onto park property is exactly what is occurring presently.

The intent of this correspondence is not to interfere a much needed road project, but rather to communicate future occurrences to the council. With the City's passage of a tree protection ordinance, and with the designation of park grounds as a "Bird and Wildlife Sanctuary", the planned DRI may have an effect on the intent of both protective statements. The impact of the DRI will get everyone's attention once the trees start coming down.

From an informational standpoint, you may want to route this memorandum to Council members, for discussion or further exploration.

SIGNED

Frank DiGiovanni
Department Director



212 W. MAIN STREET
INVERNESS, FLORIDA 32650
PHONE: (904) 726-2611

PARKS and RECREATION
Frank DiGiovanni, Director
(904) 726-3913

COUNCIL MEETINGS
1st & 3rd TUESDAY
EACH MONTH
7:30 P.M.

June 1, 1983

Mr. Frank Jewel
State of Florida
Department of Transportation
719 S. Blvd.
P.O. Box 47
Deland, Florida 32720

Mr. Jewel:

Pursuant to your request this letter will summarize the meeting in Whispering Pines Park attended by myself, Councilman Pete Kelly, Jeff Lewis and Chuck Schneider from the Withlacoochee State Forest, Tony Byron and yourself from the Department of Transportation, regarding the involvement in Whispering Pines Park and it's relation to the project of widening State Road 44. Also, to answer questions as indicated on the Department of Transportation sample Request for Significance Determination form.

Questions will be answered in the same numerical order as listed on the Request for Significance Determination form:

1. Whispering Pines Park is the most extensively developed full-phased recreation facility in all of Citrus County. The park is well received by all that enter due to the high level of maintenance performed on facilities, and because of the aesthetic surroundings the park has to offer. Presently, this park is one of the most extensively utilized facilities in the State of Florida. Park facilities are used to a large extent by youth groups, as well as adults. Made available are many programs designed to facilitate the needs of the handicapped, the jogger and senior citizens. Aside from sport-oriented activities, Whispering Pines affords families the opportunity to utilize the well-developed picnic area and nature trails during the day. During Fiscal Year 82/83 Whispering Pines Park will accommodate approximately a quarter of a million (250,000) admissions through its gates.

2. Maps indicating the lay-out of facilities, terrain and projected development of Whispering Pines Park are already in the possession of the Department of Transportation. Park size totals 320 acres.
3. Legal description of park property is contained on the attached sheet.
4. Whispering Pines Park is a multi-faceted recreation and park complex. Facilities housed within Whispering Pines are geared to utilize ones leisure time.
5. Facilities as constructed and developed within Whispering Pines Park for public use include the following:
 - a. 6 Shuffleboard Courts
 - b. 5 3-Wall Racquetball Courts
 - c. 4 Tennis Courts
 - d. Swimming Pool Complex: Junior Olympic Size Pool (156,000 gallons); Concrete Deck; Showers; Change of Dress Rooms; First-Aid Room
 - e. Jogging Trail (2.5 mile measured course)
 - f. Nature Trail (5.0 miles)
 - g. Senior Citizen Exercise Trail
 - h. Children's Play Area: Swings, Spring Animals, Slides, See-Saws, 4-Way Climbers, etc.
 - i. Group Picnic Area: Picnic Shelter Building, Picnic Tables, Grills, Trash Receptacles, etc.
 - j. Athletic Fields: 2 Baseball Fields (lighted); 1 Softball Field (lighted); 1 Baseball Field (unlighted); 2 Soccer Fields.
 - k. Cultural Building: Open meeting room available to civic groups, senior citizen activities and youth groups.
 - l. Youth Camping Area: Cleared campground area with three (3) shelters; sinks and bathroom facilities.
 - m. Cycling: Paved roads throughout the park is used for bicycling.

Other buildings constructed in the park include: 7 rest-room facilities; administration building; maintenance building and two (2) storage buildings.

6. The map of the park which is already in the possession of the Department of Transportation has all existing and proposed facilities platted on it.
7. Use of the park is extensive and utilization of facilities includes all youth groups, adult organizations, senior citizen and civic organizations, churches and related institutions and through a cooperative agreement, the park is extensively used by all students enrolled in

the Citrus County School System. The following is a breakdown of facility/patron usage:

Ballfields:	55,000
Pool Complex:	50,000
Tennis Courts:	4,800
Racquetball Courts:	5,700
Jogging Trail:	26,400
Picnic Pavilion:	50,000
Children's Play Area:	52,000
Cultural Building:	9,000

8. The only land developed for recreation-sport use surrounding Whispering Pines Park are those areas developed by the school system. School facilities are primarily developed for school activities. Whispering Pines, being located within close proximity to three county schools, has enhanced the sport programs of those schools and exists as the only park facility geared for public usage.
9. Access to Whispering Pines Park presently may only accommodate vehicular traffic. The park is located on the west side of the City of Inverness and across the highway from a populated subdivision. A danger exists to those patrons attempting to enter the park on foot or by using a bicycle. The traffic congestion on State Road 44 has made it increasingly difficult for traffic to flow properly at the intersection of State Road 581 South and Highway 44 (opposite the park entrance).
10. The land easement between the Florida Board of Forestry and the City of Inverness governing the development and use of Whispering Pines Park is contained on attached sheets.
11. The land characteristics of park terrain have provided developed recreation facilities with excellent percolation of rain water. The sandy soil has been an asset with our implementation of park programs allowing us to conduct activities shortly after heavy thunder showers.

In summary, the meeting held at the park on Thursday, May 26, 1983 proved to be beneficial to all parties concerned. Discussion began with Department of Transportation officials explaining the objectives which need to be achieved regarding use of park grounds for the handling of road drainage. Two sites were discussed as areas which should be utilized to best achieve the desired results. Upon conclusion of the discussions, all persons in attendance walked

LEGAL DESCRIPTION OF PROPERTY

TOWNSHIP 19 South, RANGE 20 East,

Section 7:) Southwest quarter;

18:) Northwest quarter;

Northeast quarter of Southwest quarter, less the following Southeast quarter of Northeast quarter of Southwest quarter of section 7; Beginning at the northwest corner of Southwest quarter of Section 7; thence East 35 yards; South 140 yards; West 35 yards; North 140 yards to point of beginning; East half of Southeast quarter of Southeast quarter of Northwest quarter of Section 18; Also commencing at the northeast corner of the Northeast quarter of Northwest quarter of Section 18; and run thence West 33 feet to a point on the West right-of-way line of State Road #5 according to the right-of-way map thereof on record in the office of the Clerk of the Circuit Court of Citrus County, Florida, thence in a southerly direction along said right-of-way line to a point on the East boundary of said Northeast quarter of Northwest quarter 970 feet, more or less, South of the northeast corner of said Northeast quarter of Northwest quarter; run thence North 970 feet more or less to the point of beginning, all of said lands lying and being in the Northeast quarter of Northwest quarter of Section 18, T 19S, R 20E, containing 3 acre, more or less; Also the following described premises, to-wit: A strip of land 33 feet in width off the East side of the Southeast quarter of Southwest quarter of Section 7, containing 1.01 acres, more or less; Also beginning at a point on the West boundary of Section 7, 620 feet South from the West quarter corner of said Section 7; thence North 32 degrees 53 minutes East for a distance of 165.9 feet to the beginning of a 3 degree curve to the left; thence following said 3 degree curve to the left through an angle of 19 degrees 7 minutes for a distance of 635.6 feet to a point on the East quarter Section line of said Section 7, containing 1.84 acres,

Easement Between the Florida Board
of Forestry and the City of
Inverness for Whispering Pines Park

The FLORIDA BOARD OF FORESTRY, an agency of the State of Florida, hereinafter called the Board, in consideration of the benefits to be received by the Board from the use of the lands for the purposes stated below, does hereby grant and convey an easement to the CITY OF INVERNESS, FLORIDA, hereinafter called the City, for the use of certain lands located in the Withlacoochee State Forest, as described in Exhibit A attached and made a part of this easement, for public recreation purposes and recreation developments subject to the following express conditions, viz:

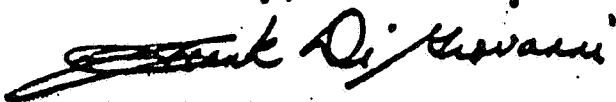
1. The City will submit a detailed and comprehensive plan for recreational use and/or recreation improvements and developments to the Board for approval prior to commencing any work.
2. The Board will consult with and assist the City in drawing up a comprehensive recreational development plan for the area, calling in such assistance as may be available to it from either State and/or public agencies engaged in the field of recreation.
3. The City assumes full obligation for any and all liabilities for damage to life and/or property arising from the operations on and the occupancy and use of the lands under this easement and shall save and hold the Board and the United States harmless from any and all claims for damages by third parties resulting from such operation, occupancy and use except damages arising from timber operations by the Board or any agency other than the City,
4. The City agrees to jointly with the Board draw up a plan setting forth the conditions and responsibilities for fire prevention, pre-suppression and control.
5. The Board will manage the timber resources on the area, including timber harvesting, salvage cutting, sanitation cutting and such other management measures as may be necessary, in such a manner as to maintain the area in as attractive and natural condition as possible for public

Mr. Frank Jewel
Department of Transportation
Page 4

and visually surveyed both proposed sites. It was quickly determined that the area located near Kash n Karry would impose a negative effect on the aesthetic quality of the park, as well as curtail use of existing facilities. The second site proved to be conducive with its ability to percolate water run-off and at the same time have a negligible effect on existing and proposed park facilities. Discussed at this time was the option the park would have in developing this area into a future athletic field site, or if we chose, with the aid of the State we could replant the excavated area with plantlife suitable to this terrain. These options will be beneficial in maintaining the integrity of the park,

If additional information is required, please feel free to contact me at the park office, (904) 726-3913.

Sincerely,



Frank DiGiovanni, Director
Whispering Pines Park



Richard Gilbert, Manager
City of Inverness

cc: Jeff Lewis
Pete Kelly

enjoyment and safety.

6. The City shall maintain the improvements and premises up to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the State Board of Health and the Board.

7. The Board reserves the right to use that area not embraced in the detailed comprehensive plan for forestry purposes or public use not inconsistent with the purposes and objectives of this easement.

8. The Board, through its State Forest organization and/or other of its personnel, will assist the City in fire prevention, pre-suppression and control as needed.

9. The City shall take all reasonable precautions to prevent soil erosion.

10. All rights and privileges granted hereunder shall remain in force and effect until December 31, 1990, with the City having the option to request a renewal for an additional 25 years.

11. Should said lands at any time not be used for the purpose for which this easement is granted, then the rights and privileges hereby granted shall automatically cease and terminate and all rights of the City under this easement shall thereby be forfeited.

12. Should the City breach any of the covenants, terms, or conditions of this easement, the Board may, at its election, terminate and cancel all privileges granted herein by giving the City written notice thereof; provided the Board gives the City thirty days notice of such specific breaches of the easement in writing and if the City has not corrected or removed said breaches within thirty (30) days after receiving such written notice.

13. This easement is subject to all valid claims on record.

14. The City agrees to allow the lawful public use of this area for recreational purposes without discrimination as to race, color, or creed.

15. Any changes, modifications and/or amendments to this easement, including changes in the comprehensive plan set forth in item number 1, must be concurred in by both the Board and the City.

16. The rights and privileges granted hereunder are not transferable, and cannot be sold, assigned, conveyed, or sub-leased.

IN WITNESS WHEREOF said Board has hereunto caused its name to be signed by its President and its seal to be affixed by its Secretary this 21st day of September, 1965.

FLORIDA BOARD OF FORESTRY

By: _____
President

ATTEST:

Secretary



DEPARTMENT OF PARKS AND RECREATION

INTER-DEPARTMENTAL COMMUNICATION

Date... June 12, 19.91..

FROM: ... Frank DiGiovanni.....

TO: Bruce Banning.....

SUBJECT: ... Park Land Usage.....

..... DRA (vs) Comprehensive Plan.....

Pursuant to your inquiry, this correspondence addresses the use of approximately five (5) acres of Whispering Pines Park property as a drainage retention area (DRA), and its relationship to the Comprehensive Plan governing land use/development in the City of Inverness.

The Comprehensive Plan is divided into inter-related sections that form a unified approach to land use. The management of park/recreational or open space property is discussed in several sections of the plan; Recreation & Open Space, Conservation and Goals and Objectives.

Under the section titled Introduction, the Recreation and Open Space Element states part of its goal to - "protect valuable open space resources," and further indicates that "recreational opportunities and a wide spectrum of activities are centered around in the Whispering Pines park." In the Element, Section C Recreation and Open Space Standards, SS-2 The Provision of Open Space states "The Whispering Pines Park is a source of pride for this community and is viewed by many neighboring communities as a model park. The single most distinguishing characteristic of this park is its natural beauty and satisfying the needs of recreational users. This park demonstrates that open space and active recreational needs can coexist."

"As population increases, so will the pressures to utilize many of these seemingly unused lands for uses other than recreation. It is important that the City of Inverness stand firm in the protection of these areas so as to insure the recreational needs for years to come."

The Conservation Section of the Comprehensive Plan speaks to the land management of Whispering Pines without mentioning recreational aspects of the park. Under Section G - Conservation & Recreation Use of Natural Resources, Whispering Pines is listed as one of three major natural areas in the City. Sub-section 1 of G states - "Whispering Pines Park contains 323 acres of gently rolling land in the Brooksville Ridge area West of the Central business district."

SIGNED.....

Department Director

"The vegetation consists primarily of the Longleaf Pine - Turkey Oak Hills Community, however; some upland hardwoods can be found. Some of the wildlife occurring here are fox squirrels, gray squirrels, pocket gopher, bobwhite quail, bluejay, cardinal, indigo snake and fence lizard." To further evaluate the Wildlife habitat of the Pines, the section titled Flora & Fauna analytically states "The City is growing rapidly and much of the primary ecological community Longleaf Pine - Turkey Oak Hills, is vulnerable to development. The scattered Oak Hammock communities are vulnerable as well." The section concludes by stating - "Further development of the City will continue to break up the wildlife areas into smaller isolated pockets. Therefore, to minimize further loss, a comprehensive inventory of ecological communities is needed to ensure that the communities are not accidentally or needlessly destroyed. This inventory would form the basis of management policies and land development regulations for the conservation and preservation of ecological communities and endangered and threatened species." (Reference Table III - Enclosed).

Section H Development Pressure and Pollution states that...."No development, except for recreational purposes, will be permitted in the State owned Forest," and further mentions that "Whispering Pines Park has been saved from development by being included in the State Forestry system."

The Goals, Objectives and Policies of the Conservation section list policy and objective statements as follows:

Policy 1-3: The City shall reduce the pollution potential from automobile emissions by: a) landscaping public areas, and right of ways; b) enforcing the City Tree Ordinance; c) improving traffic flow with proper time signals; d) providing a sidewalk system in the City to facilitate proper pedestrian movement with the least amount of deteriorating effect on the environment.

Objective 6: Upon plan adoption, the City shall take appropriate actions to minimize impacts on existing relic hardwood communities and the habitat of endangered and threatened species.

Material that is not part of the Comprehensive Plan, but relates to this issue is the City Tree Ordinance which is designed to protect live trees and/or property from deforestation, and City Ordinance 14.5, Section 14.5 General Regulations, sub-section (h) Protection of Plant and Animal Life - which is constructed to maintain the wildlife habitat of Whispering Pines Park in its natural state and protected from alteration.

Additional reference material on this subject is correspondence dated June 1, 1983 to State Department officials and an internal memorandum dated October 27, 1987. (Copies are attached). Also included is a photo copy that roughly identifies the parcel of land in question.

Summation

The aforementioned has been provided to identify policy statements, ordinances and background (Comprehensive Plan) material to aid with the determination of how the use of a five acre section of Whispering Pines Park would relate to the City's Comprehensive Plan.

After reviewing the referenced material I believe it is reasonable to conclude that use of wooded open space recreational property as a Drainage Retention Area would indeed be non-compatible with several sections of the Comp Plan, in both the intent and the land usage statements as written. This conclusion does not take into account the negative impact, a segment of park users would have with a reduction of park property, not to mention the removal of a significant section of plant and animal habitat; coupled with the visual effect of a "hole", (section void of trees), in the park which will not be camouflaged by attempting to leave a thin line of trees facing the highway.

It is my understanding that City government has the responsibility to not only support the intent of the plan, but to also protect the integrity of the document as well. If you feel that the DRA appears to be in conflict with the Comp Plan may I suggest the following:

- It may be worthwhile to secure an opinion from the City Attorney.
- Since for the most part the criteria of the Plan met with the approval of State planners, and since this is a State project, maybe they (State Planners) could be solicited to render an opinion on this matter.

The widening of State Road 44 is imperative for the future well-being of the City of Inverness, and in no way is anything herein intended to halt or interfere with that project. This information has been prepared to compare sections of the Comp Plan with use of park property as a drainage retention area. The Comp Plan has been adopted to serve as a land management tool for the City of Inverness. I have approached this assignment to simply interpret what has been written to govern recreation/park land use and development, and in doing so have not in any way attempted to dilute the intent of the plan or alter the interpretation thereof.

TABLE III
ENDANGERED AND THREATENED SPECIES
CITY OF INVERNESS 1987

Common Name	Designated Status		Ecological Community	
	FGFWS	USFWS	FDA	Found In
<u>REPTILES & AMPHIBIANS</u>				
American Alligator	SSC	T(S/A)		17,25
Eastern Indigo Snake	T	T		4,15
Short - Tailed Snake	T	UR		4,15
<u>BIRDS</u>				
Wood Stork	E	E		17,25
Bald Eagle	T	E		4,15,17,25
Southeastern Kestrel	T	UR		4,15,17
Ivory Billed Woodpecker	E	E		17
Red Cockaded Woodpecker	T	E		4
Bachman's Warbler	E	E		15
Kirtland's Warbler	E	E		not listed
Florida Sandhill Crane	T	--		25
Florida Scrub Jay	T	T		4
<u>MAMMALS</u>				
Florida Panther	E	E		4,15,17,25
Florida Mouse	SSC	UR		4
Florida Black Bear	T	UR		4,17
<u>PLANTS</u>				
Venus - Hair Fern		--		not listed
Southern Lip Fern		--	T	not listed
Pygmy Fringetree		E	E	4
False Coco		UR	T	4
Craighead's Nodding Caps or Craighead's Pogonia		UR	T	not listed
Florida Coontie		--	C	4

Designated Status: E = Endangered, T = Threatened, UR = Under Review, SSC = Species of Special Concern, C = Protected From Commercial Exploitation, T (S/A) = Threatened By Similarity of Appearance.

Ecological Community: No. 4 - Longleaf Pine - Turkey Oak Hills
No. 15 - Oak Hammock
No. 17 - Cypress Swamp
No. 25 - Freshwater Marsh and Ponds



FLORIDA DEPARTMENT OF NATURAL RESOURCES

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399

Lawton Chiles
Governor
Jim Smith
Secretary of State
Bob Butterworth
Attorney General
Gerald Lewis
State Comptroller
Tom Gallagher
State Treasurer
Bob Crawford
Commissioner of Agriculture
Betty Castor
Commissioner of Education

July 15, 1991

REC'D
JUL 19 1991
PARKS & REC.
CITY OF INVERNESS

Mr. Frank D. Giovanni
City of Inverness
212 West Main Street
Inverness, Florida 32650

Dear Mr. Giovanni:

RE: Easement No. 28134
Whispering Pines Park/SR 44
Citrus County

Attached for your records is a copy of Easement No. 28134 granting DOT the authority to use a portion of Whispering Pines Park for a water retention area.

Please call me at (904) 488-2291 or Suncom 278-2291 if you have any questions.

Sincerely,

Tracy Peters

Tracy Peters, Planner
Bureau of Land Management Services
Division of State Lands

TP/ss
Attachment

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

Easement No. 28134

THIS INDENTURE, Made and entered into this 9th day of July, A.D., 1991, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as GRANTOR, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as GRANTEE.

WHEREAS, GRANTOR is the owner of the hereinafter described property.

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for the improvement of State Road 44 in the City of Inverness, Florida.

NOW THEREFORE, GRANTOR, for good and valuable consideration, has granted, and by these presents does grant a non-exclusive easement unto the GRANTEE over and across the following described real property in Citrus County, Florida to-wit: (See Exhibit A attached)

Subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Natural Resources pursuant to Chapter 18-2, Florida Administrative Code and applicable delegations of authority.

2. TERM: The term of this easement shall be for a period of fifty (50) years commencing on July 9, 1991, and ending on July 8, 2041, according to the terms and conditions of this easement unless otherwise terminated pursuant to the provisions of this easement.

3. USE: This easement shall be limited to the improvement of State Road 44 in the City of Inverness, Florida, upon and

across the described property during the term of this easement.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written approval of GRANTOR. Any assignment granted either in whole or in part without the prior written approval of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement, including inspection by prospective bidders following written request by the Division of State Lands, Department of Natural Resources as agents for GRANTOR and for the purpose of doing other lawful acts that may be necessary to protect GRANTOR'S interest herein.

6. OTHER USES OF PROPERTY: This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE'S exercise of the easement and further retains the right to grant compatible uses to third parties during the term of this easement.

7. EXPIRATION: The GRANTEE agrees that upon termination of this easement all authorization granted herein shall cease and terminate.

8. CLEARING AND DISPOSAL OF BRUSH: GRANTEE agrees to dispose of, to the satisfaction of the GRANTOR all brush and refuse resulting from the clearing of the land for the use authorized hereunder. Any timber to be removed in connection with clearing the right-of-way will remain the property of GRANTOR and will be removed by same.

9. SITE RESTORATION: Upon termination of this easement GRANTEE agrees to restore the lands over which this easement is granted to substantially the same condition as existed on the date of execution of this easement.

10. MAINTENANCE: GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other

degradation of the real property described in Exhibit A during the term of this easement.

11. USE OF WATER: GRANTEE agrees that water shall not be removed from any source on this easement, including, but not limited, to a water course, reservoir, spring, or well, without the prior written approval of GRANTOR.

12. REMOVAL OF DEBRIS: GRANTEE agrees to clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in satisfactory manner as to leave the work locations clean and free of any such debris.

13. DISPOSAL OF CONTAMINATING FLUIDS: GRANTEE agrees that it shall not dispose of any contaminating fluids including, but not limited to, chemicals or other agents produced or used in its operations on the easement or on any adjacent state land or in any manner not permitted by law.

14. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida, the United States or of any political subdivision or agency thereof, which may be required for the uses granted herein.

15. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Division of Historical Resources of the Department of State.

16. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: GRANTEE hereby covenants and agrees that fee title to the lands underlying this easement is owned by GRANTOR and that GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or

construction liens against the real property described in Exhibit A or against any interest of GRANTEE therein.

17. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement 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.

18. SOVEREIGNTY SUBMERGED LANDS: This easement 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 above such lands or the air space thereabove.

19. DUPLICATE ORIGINALS: This easement is executed in duplicate originals each of which for all purposes shall be considered an original.

20. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties. It shall not be changed or terminated orally. The provisions of this easement are not severable. This easement shall not be amended without the prior written approval of GRANTOR, and any amendment not approved in writing by GRANTOR and executed with the same formality as this easement shall be void and without legal effect.

21. TIME: Time is expressly declared to be the essence of this easement.

22. LIABILITY: GRANTEE agrees to assist in the investigation of injury or damage claims either for or against GRANTOR or the State of Florida pertaining to GRANTEE'S respective areas of responsibility under this easement; or arising out of GRANTEE'S respective management programs or activities and to contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims.

23. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial records relating to this easement and GRANTOR shall have the right to audit such records at any

reasonable time. This right shall be continuous until such audit is completed and exercised without unreasonably interfering with GRANTEE'S operations on the easement. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

24. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE agrees to assume all responsibility for liabilities that accrue to this easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement during the effective period of this easement.

25. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

26. ASSENT TO EASEMENT AGREEMENT TERMS AND CONDITIONS: GRANTEE joins in this easement for the purpose of indicating its assent to all terms and conditions hereof, and agrees to be bound hereby.

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

28. SPECIAL CONDITIONS: GRANTEE agrees to convey a parcel of land to GRANTOR for the use of the State of Florida Department of Agriculture and Consumer Services, Division of Forestry within twenty-four (24) months from the date of execution of this easement. Said parcel shall be greater in size than the lands subject to this easement, and shall be acquired pursuant to requirements of the State of Florida Department of Natural Resources for acquisition of state lands. The parcel shall be subject to approval by the Division of Forestry and will be included as a part of the Withlacoochee State Forest. Failure to

convey said lands to GRANTOR within the required time frame shall result in termination of the easement. In the event of termination, GRANTEE shall be responsible for restoring and replanting the easement property to the satisfaction of the Division of Forestry within twelve (12) months from receipt of notification of termination from GRANTOR. Any cost or expenses arising out of GRANTEE's failure to restore the site shall be borne completely, wholly and entirely by GRANTEE.

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

Cathy Watkins
Witness
Daniel Crabbe
Witness

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

By: Percy W. Mallison (SEAL)
DIRECTOR, DIVISION OF STATE
LANDS, DEPARTMENT OF NATURAL
RESOURCES

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
9th day of July, 1991, by Percy W. Mallison,
Jr., as Director, Division of State Lands, Department of Natural
Resources.

Sylvia Scott (SEAL)
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 25, 1991
Notary Public, State of Florida
Bonded Thru Troy Fala - Insurance Inc.

Approved as to Form and Legality

By: William C. Robinson
DNR Attorney

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION

By: Thomas F. Barry (SEAL)
Its: District Secretary

"GRANTEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
22 day of July, 1991, by Thomas F. Barry,
as District Secretary.

William J. Robinson (SEAL)
NOTARY PUBLIC

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 07/25/1991
BONDED THRU GENERAL INS. UND.

APPROVED AS TO FORM, LEGALITY AND EXECUTION:

By: _____
DISTRICT COUNSEL

EXHIBIT A

LEGAL DESCRIPTION OF THE EASEMENT

PART (1)

Description of lands for right of way for State Road 44 in Citrus County described as follows;

That part of:

"The NW $\frac{1}{4}$ of Section 18, Township 19 South, Range 20 East, Citrus County, Florida."

described as follows:

Commence at the Northwest corner of Section 18, Township 19 South, Range 20 East, thence South 0°06'32" West along the West line of said section 2662.58 feet to the Centerline of Survey of State Road 44, Section 02050-2517, said centerline being on a curve concave Northeasterly, having a radius of 1273.24 feet and a chord bearing of South 72°40'54" East; thence Southeasterly along the arc of said curve 34.73 feet through a central angle of 1°33'46"; thence North 0°06'19" East along a non-radial line 52.22 feet to the intersection of the Northerly existing right of way line of State Road 44 with the Easterly right of way line of Forest Drive for the POINT OF BEGINNING; thence continue North 0°06'19" East along said Easterly right of way line 38 feet; thence South 36°11'33" East 60 feet to the Northerly existing right of way line of State Road 44, said point being on a curve concave Northeasterly, having a radius of 1223.24 feet and a chord bearing of North 73°38'15" West; thence Northwesterly along the arc of said curve 37 feet through a central angle of 1°43'59" to the Point of Beginning.

CONTAINING 678 square feet, more or less.

PART (2)

Description of lands for Water Retention Area for State Road 44 in Citrus County described as follows:

Water Retention Area Left (North) Station 874+49.97

That part of:

"The NW $\frac{1}{4}$ of Section 18, Township 19 South, Range 20 East, Citrus County, Florida."

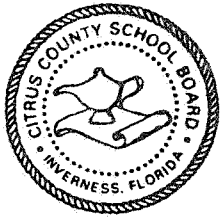
Commence at the Northwest corner of Section 18, Township 19 South, Range 20 East, thence South 0°06'32" West along the West line of said Section 2662.58 feet to the Centerline of Survey of State Road 44, Section 02050-2517, said centerline being on a curve concave Northeasterly; having a radius of 1273.24 feet and a chord bearing of South 79°36'25" East; thence Southeasterly along the arc of said curve 342.52 feet through a central angle of 15°24'48"; thence North 00°13'45" West 118.35 feet for the POINT OF BEGINNING; thence continue North 00°13'45" West 250 feet to the beginning of a curve concave Southeasterly, having a radius of 80 feet and a chord bearing of North 56°04'51" East; thence Northeasterly along the arc of said curve 157.25 feet through a central angle of 112°37'12" to the beginning of a reverse curve concave Northerly, having a radius of 314.64 feet and a chord bearing of South 89°16'33" East; thence Easterly along the arc of said curve through a central angle of 43°20'00" a distance of 237.97 feet to the beginning of a reverse curve concave Southerly, having a radius of 337.62 feet and a chord bearing of North 83°59'02" East; thence Easterly along the arc of said curve 175.91 feet through a central angle of 29°51'10" to

the end of said curve; thence South 81°05'24" East 75.29 feet to the beginning of a curve concave Southwesterly, having a radius of 41.08 feet and a chord bearing of South 40°39'31" East; thence Southeasterly along the arc of said curve 57.98 feet through a central angle of 80°51'39" to the end of said curve; thence South 00°13'45" East 285.00 feet to the beginning of a curve concave Northwesterly, having a radius of 50 feet and a chord bearing of South 44°46'15" West; thence Southwesterly along the arc of said curve 78.54 feet through a central angle of 90°00'00" to the end of said curve; thence South 89°46'15" West 246 feet; thence South 00°13'45" East 20 feet to the existing Northerly right of way line of said State Road 44; thence South 89°46'15" West along said Northerly right of way line 60 feet; thence North 00°13'45" West 20 feet; thence South 89°46'15" West 219 feet to the beginning of a curve concave Northeasterly, having a radius of 50 feet and a chord bearing of North 45°13'45" West; thence Northwesterly along the arc of said curve 78.54 feet through a central angle of 90°00'00" to the Point of Beginning.

The lands herein described contain 5.317 acres, more or less.

Appendix 3

Statement of Significance for Inverness Middle School



CITRUS COUNTY SCHOOL BOARD

1007 WEST MAIN STREET - INVERNESS, FLORIDA 34450-4698

TEL: (352) 726-1931

FAX: (352) 726-0404

SUN COM: 647-1011

JULIAN "PETE" KELLY II - SUPERINTENDENT

CARL T. HANSEN
CRYSTAL RIVER

SANDRA "SAM" HIMMEL
INVERNESS

MARK H. STONE
HERNANDO

PATIENCE NAVE
LECANTO

SHEILA WHITELAW
FLORAL CITY

September 11, 1997

Jennifer Coe
H. W. Lockner, Inc.
13577 Feather Sound Drive, Suite 600
Clearwater, FL 34622

RE: U.S. 41 Re-evaluation, Citrus County

Dear Ms. Coe:

Mr. Romero has requested some additional information in a letter dated September 2, 1997. The following is an attempt to provide the information requested.

1. The size of the parcel that includes the entire Inverness Middle School campus and ballfields is 33 acres (MOL).
2. The playing fields and all of the property within the boundary lines (shown on the attached site plan) are owned by the Citrus County School District. There are no easements recorded. The roadway along the south property lines is owned by the School District.
3. The ballfields are the sole property of the School District. During certain times of the year when the fields are not being used by the school's athletic department, they may be used by the communities youth little league programs. All parking required for these activities is provided within the school property.
4. The value of the property has just been increased by approximately 7.8 million dollars due to a major renovation and additions that are currently under construction.

Jennifer Coe
September 11, 1997
Page 2

5. The district feels that in a small community like Inverness, the ballfields, tennis courts, and soccer fields are a vital part of the community; and, therefore, tries to make them available whenever possible.

If you have any additional questions regarding this site, please do not hesitate to contact me at 352/726-1931.

Sincerely,



Dick Dolbow
Uniform Building Code Inspector

DD:jn

Attachment

Appendix 4

Photographs of Whispering Pines Park



US 41 Looking North, Whispering Pines Park is on the left



Whispering Pines Park (view from Government Hill looking south)



Jogging/Maintenance Trail (looking south)



Park Patrons Using Trail (view to the northwest)

Appendix 5
Photographs of Inverness Middle School



Northeast Corner of US 41 and Middle School Drive (looking to the northwest)



Northeast Corner of US 41 and Middle School Drive (looking to the northwest)

Appendix 6
Coordination Meeting Minutes

US 41 CITRUS COUNTY
PD&E REEVALUATION

MEETING MINUTES

Section 4(f) Coordination Meeting
City of Inverness
July 1, 1998

On Wednesday, July 1, 1998 a coordination meeting was held with representatives from the City of Inverness to discuss Section 4(f) issues with regards to Whispering Pines Park in the City of Inverness. The following individuals participated in this meeting:

Mr. Frank DiGiovanni, City Manager
Mr. Bill Wiley, Director of Development Services
Ms. Patricia Smith, Department Director, Parks and Recreation
Mr. Jai Ramkissoon, FDOT
Mr. John Romero, H. W. Lochner, Inc.
Mr. Doug Reed, H. W. Lochner, Inc.

The meeting started at approximately 10:00 Key points of discussion are summarized below.

Mr. Ramkissoon started the meeting by providing an overview of the project including a description of the project and project history. He discussed the need for the project which is based on capacity deficiencies. He stated that a public workshop is tentatively schedule for September. The current work program includes design for fiscal year 1999-2000. Right-of-way acquisition and construction are not currently funded. The issue of concern for the meeting was the discussion of impacts to and proposed mitigation for Whispering Pines Park.

Mr. DiGiovanni asked how stormwater runoff would be accommodated in the vicinity of the park. Mr. Romero responded that although the park would be the best place for a retention area from an engineering standpoint, runoff would be conveyed down Montgomery Avenue to a proposed retention area situated in the center of a triangle formed by Montgomery Avenue, US 41, and SR 44. Mr. Romero stated that this design was part of the effort to minimize impacts to the park.

Mr. Romero discussed the typical section that is proposed for the project. A four-lane divided typical section would be used that would provide two, 12-foot travel lanes for each direction of travel. They would be separated by a 22-foot raised median. The right-of-way with for this typical section would be 100 feet. In the area of Whispering Pines Park, the existing right-of-way varies in width from 66 feet to 88 feet. Varying widths of additional right-of-way would have to be acquired in this area.

Alternatives were studied that would either impact the park on the west side of US 41 or impact businesses on the east side of US 41. The avoidance alternative, widening to the east side of US 41

would cost \$3.1 million more than widening to the west. It would affect driveways at several businesses, including the Inverness Regional Shopping Center which would result in a direct loss of parking and an indirect loss of parking due to traffic circulation problems within parking areas. This alternative would also result in increased impacts to Inverness Middle School, another Section 4(f) site.

Two alternatives were presented for widening to the west, into the park. The first utilized 2:1 slopes and would require the acquisition of 1.74 acres. The second alternative, the minimization alternative would use retaining walls and would require 1.47 acres. The widening into the park would impact the fence along the park property and a maintenance/jogging trail which runs along the fence, regardless of the alternative. Mr. DiGiovanni and Ms. Smith stated that they did not like the wall alternative due to aesthetic reasons.

The proposed mitigation is for the FDOT to relocate and reconstruct the maintenance/jogging trail along the new right-of-way line and plant trees to replace those lost from the widening. In addition, the FDOT would provide acreage to the park equivalent to the acreage impacted by the widening. The FDOT owns a parcel 2.75 acres in size within the park known as Government Hill. This parcel is leased to the City of Inverness. The lease can be revoked if the FDOT needs the property for right-of-way purposes.

After discussing the various issues, Mr. DiGiovanni and Ms. Smith provided verbal agreement with the proposal to widen to the west and impact the park based on the proposed mitigation plan. They stated that he would take the issue before the City Council at their July 21, 1998 meeting and then provide a letter of agreement. They would inform Mr. Ramkissoon if a presentation would be required from the FDOT. Ms. Smith requested a schedule for the project based on the five-year work program.

US 41 CITRUS COUNTY
PD&E REEVALUATION

MEETING MINUTES

Section 4(f) Coordination Meeting
Inverness Middle School
July 21, 1998

On Tuesday, July 21, 1998 a coordination meeting was held with representatives from Inverness Middle School and the Citrus County School Board to discuss Section 4(f) issues with regards to school property. The following individuals participated in this meeting:

Ms. Cindy Staten, Principal
Mr. Jack Brady, Assistant Principal
Ms. Alan Burcaw, Director, General Services, Citrus County School Board
Mr. Jai Ramkissoon, FDOT
Mr. John Romero, H. W. Lochner, Inc.

The meeting started at approximately 3:30 Key points of discussion are summarized below.

Mr. Ramkissoon started the meeting by providing an overview of the project including a description of the project and project history. He discussed the need for the project which is based on capacity deficiencies. The issue of concern for the meeting was the discussion of impacts to property at Inverness Middle School.

Mr. Romero stated that there was no means available to avoid impacts to the northeast corner of US 41 and Middle School Drive. This was due to the need for providing the proper radius return at the intersection. A corner clip would be needed to provide for the radius return. The total additional right-of-way that would be needed would be 21 m³ (226 sq ft). This acquisition would not affect any facilities at the school.

Those in attendance expressed their understanding of the need to acquire the property and that it would not affect any facilities at the school. Their concerns centered on the desire for FDOT to provide a traffic signal at the intersection of US 41 and Middle School Drive. Mr. Ramkissoon informed them that studies could be done in the future to determine if the intersection warranted a signal.

They were also concerned about how the drainage would be designed. Currently, the pond in the northeast corner of the intersection accepts flow from offsite properties. Mr. Ramkissoon informed them that this issue would be examined during final design.

July 21, 1998
7:30 PM

The City Council of the City of Inverness met on the above date in regular session with the following members present:

President Stauffer
Vice President Herringshaw
Councilwoman Hepfer
Councilman Kaufman
Councilman Sullivan
Mayor Rogers

Also present were City Manager DiGiovanni, City Attorney Haag, Tony Steele from the City Attorney's Office, Acting Finance Director Chiodo, Director of Recreation Smith, and City Clerk Jordan.

The Pledge of Allegiance was led by the City Council and Invocation given by Mayor Rogers.

President Stauffer opened the Public Hearing portion of the meeting, advising that the two zoning cases were quasi-judicial in nature, asking that anyone who intends to testify in Case 98-CPA-02 or 98-Z-02 – Ordinance draft # 132 & 133, come forward to be sworn in by the Clerk. No one came forward to be sworn in. Councilman Sullivan moved to read the Ordinance (Draft #132) by title only for the second reading. Seconded by Councilwoman Hepfer, the motion carried.

ORDINANCE NO 98-569

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF INVERNESS, FLORIDA, ORDINANCE NO. 97-568 THE COMPREHENSIVE LAND USE PLAN, FUTURE LAND USE ELEMENT, FUTURE LAND USE MAP, PROVIDING FOR CHANGE IN LAND USE FOR VARIOUS PARCELS OF LAND; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

The Public Hearing was opened and no one appeared for nor against the Ordinance. The Public Hearing was closed. Councilman Herringshaw noted his concern with setting a precedent where commercial zoning abuts residential zoning, also reminding Council that the re-zoning changes the zoning map approved last year, coming close to spot zoning. Councilman Kaufman stated he understood the request came as a result of an obvious error in the map. City Manager DiGiovanni noted that the property in question was developed as commercial, that the rear portion which is a DRA for the commercial property had always been a part of the commercial development. It was also brought out that Director of Development Services Wiley had assured Council at the previous public hearing that owners of the commercial property would not be permitted to use the gate at the rear of the property to exit into the residential area. City Attorney advised that she and Director Wiley are reviewing ordinances and will probably come forward with an amendment in the near future to make sure access can't be through residential property from commercial for the protection and integrity of residential areas. Based on the fact that there had been an obvious error in the zoning map, and action is taken as a corrective measure, Councilman Herringshaw moved to adopt the Ordinance on 2nd reading. Seconded by Councilwoman Hepfer, roll call vote was as follows: Councilwoman Hepfer, yes; Councilman Herringshaw, yes; Councilman Kaufman, yes; Councilman Sullivan, yes; President Stauffer, yes – the Ordinance was adopted.

Councilwoman Hepfer moved to read Ordinance (Draft #133) by title only for the second reading. Seconded by Councilman Sullivan, the motion carried.

16

ORDINANCE NO 98-570

AN ORDINANCE AMENDING THE ZONING OF VARIOUS PARCELS OF LAND ON THE REVISED CURRENT LAND USE/ZONING CLASSIFICATION MAP OF THE CITY OF INVERNESS, FLORIDA. OF ORDINANCE NO. 97-568 INVERNESS CODE; PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

The Public Hearing was opened and no one appeared for nor against the Ordinance. The Public Hearing was closed. Based on the fact that there had been an obvious error in the zoning map, and action is taken as a corrective measure, Councilman Herringshaw moved to adopt the Ordinance on 2nd reading. Seconded by Councilwoman Hepfer, roll call vote was as follows: Councilwoman Hepfer, yes; Councilman Herringshaw, yes; Councilman Kaufman, yes; Councilman Sullivan, yes; President Stauffer, yes – the Ordinance was adopted.

City Manager DiGiovanni advised Council that after further review of the Alarm System Ordinance, scheduled for public hearing, it was recommended that the ordinance be re-drafted and presented to Council at a later time. There was no action taken on the Ordinance.

Jai Ramkissoo and John Romero, representing Florida Department of Transportation, appeared before Council regarding their plan to 4-lane 41N from 44W to SR 200. They requested Council's approval to use approximately 100' x 60' w of park property, noting that to use the other side of the road which would involve purchasing shopping center property. Utilizing park property would cost the state some \$3.1 million dollars less. They noted they would remove trees, re-fence, and re-develop the trail on the 1.75 acres affected. Additionally they proposed giving, acre-for-acre, a portion of what is historically known as "Government Hill", a 2.75 acre parcel belonging to FDOT. Council questioned if they would consider giving the entire 2.75 acres, and it was noted this could be taken up in future negotiations. It was brought out that the City does not own the park, that it is owned by Department of Environmental Protection/Forestry Service, and that negotiations would be held with all entities. Mr. Ramkissoo noted there are no proposed DRAs included in this project area. Maintenance of existing FDOT DRAs within the City was discussed, with Mr. Ramkissoo advising he would question why maintenance is not done on a more regular basis. It was not known what affect this project would have on the 8" water line which runs along Montgomery to the Regional Shopping Center. Councilman Sullivan noted the City's concern with medians, recommending "no medians" whenever possible. Mayor Rogers advocated trees in the medians she understood were proposed for the 44E project. Mr. Ramkissoo noted paperwork will be forthcoming in the next 4-6 weeks, prior to the Public Hearing to be held on the project.

Councilman Sullivan moved to approve the Consent Agenda as presented. Seconded by Councilwoman Hepfer, the motion carried.

CONSENT AGENDA

A. Bills to be approved as listed*

Recommendation – Approval.

Air Touch Paging	132.36	Ace Hardware	25.94
Aramark Uniform	159.25	Brown CDP	263.49
C-Clean Floor Mtc.	110.00	Commercial Energy Specialist	1530.00
Citrus County Chronicle	784.40	Classic Electric	262.00
Central Materials	14.75	Communications Service	281.78
Walt Connors Inc.	14.50	Dept. Environ. Prot.	300.00

170

Dilbert's Diesel	58.00	US Filter/Davis	109.20
Eveready Fire/Sec.	147.45	Engineering Surveying	875.00
EP Associates	313.16	Citrus Memorial Hospital	156.30
Fl. Dept. of State	80.00	Golden X Plumbing	99.92
Haag, Gaffney & Wilcox PA	2328.11	Hannie Printing	219.00
Berryman & Henigar	2430.00	Hopper Electric	170.41
Home Depot	166.20	Harrison Uniform	362.70
ICMA	82.45	Inverness FS Carwasy	65.00
Image Graphics	209.00	Inverness Shell	253.19
Kustom Signals	6667.00	Law Enforcement Supply	328.91
Lesco Inc.	100.00	Metrocall	106.82
McKean & Associates	298.68	MDM Services	60.00
NAPA Auto Parts	58.67	National Ticket Co.	150.00
Office Depot	1025.77	Pennzoil	34.99
Photo Depot	28.20	Price Enterprises	392.00
Joe Romano 3rd Coast Mtc.	70.95	S & S Worldwide	100.49
Spit & Polish Janitorial	694.00	SPT Electric	95.00
Stanley Steemer	85.65	Terminix Intl.	98.00
Tric Electric	64.11	Tri-Tech Lab	166.00
Total Rental Centers	148.52	Unisource	100.40
Vak Pak Inc.	29.35	M & S Wheeler's Lock	66.00
Waste Management	132.00	Xerox	689.00
Crystal Clear Spring Water	4.30	Classic Monogramming	33.00
IBM	1668.45	Lordco Enterprises	7.91
Duncan & Son Plumbing	40.00	Allen, Norton & Blue	470.90
Pave-Rite	5028.13	Calciquest	619.30
TOTAL	31,666.06		

B. Monthly Financial Report for June
Recommendation – Approval

C. Check reconciliation report for June*
Recommendation – Approval.

D. Minutes to be approved 7/7/98*
Recommendation – Approval.

E. Memo re ICRA member vacancy*
Recommendation – Approve appointment of Sandy Dixon.

F. Memo re CDBG Waiver – Gloria Fuxa*
Recommendation – Approval.

City Manager DiGiovanni reviewed a memo regarding a proposal by ICRA to expand the Tax Increment Financing (TIF). He noted that there are limits to arbitrarily expanding TIF without justifiable cause – that TIF is designed to deal with a situation of blight, or areas that are in obvious need of rehab which is not the case here. He recommended keeping the current the TIF boundaries, with Council agreeing with the recommendation. He suggested that ICRA might look to alternative methods for additional funding – grants, donations, etc.

City Manager DiGiovanni reviewed a proposed scope of services developed by Berryman & Henigar for the development of downtown. Gary Ellis of GARI (Gulf Archaeological Research Institute) was

present and reminded Council of their interest in working with the City. Councilman Kaufman questioned where we were heading with the scope of services, feeling that we need more information to include some cost projections. Councilman agreed, suggesting a workshop be set up to set some priorities, working with the government plaza concept – what do we want to accomplish – then developing the scope of services from that prospective. Councilman Herringshaw questioned whether or not we own old Main Street and City Manager DiGiovanni stated he would present information received some time ago which concludes that the City has control of the portion of Main Street abandoned by FDOT. City Manager DiGiovanni noted the scope of services was totally inclusive, that it would be easier to mark through items we are not interested in than to try to develop a list. Council President Stauffer called for a workshop on the subject August 5, 5:00 PM. Mr. Ellis advised that GARI is interested in an agreement with the City, advocating the Main Street Program and noting that timing is important in applying for grants.

City Manager DiGiovanni presented information to guide Council in setting the tentative millage rate for the TRIM notices. He advised the budget has been developed at the roll back rate of 6.4531, but historically the Council has set the tentative millage from ½ to 1 mill above the current levy. Councilman Sullivan moved to set the tentative millage at 6.6659. Seconded by Councilman Herringshaw, the motion carried. Councilman Herringshaw moved to set the Public Hearing dates for 9/3 and 9/17, 5:01 PM. Seconded by Councilwoman Hepfer, the motion carried.

City Manager DiGiovanni explained that the recent changes to the Florida Retirement System DROP program have been reviewed. He advised that the DROP program reduces the cost of retirement for those who are eligible to enter the program – one must either have 30 years with FRS, or at least 10 years and be age 62. One recent modification allows the local entity to decide whether or not they will allow an employee entering DROP to be paid for up to 500 hours of accrued vacation time. City Manager DiGiovanni suggested that this provision be approved for Charter Officers at this time, advising that he would come back with a recommendation as other employees once the impact to the City has been evaluated. Councilman Kaufman moved to authorize Charter Officers entering the DROP program to be paid for accrued vacation, and that the City Manager come back with a study and recommendation for other employees as to the effect it will have. Seconded by Councilman Sullivan. Discussion followed as to possibly limiting the number of hours an employee could be paid for. Councilman Kaufman felt the vacation hours belong to the employee to be used as they see fit, also adding this process will help reduce the funding liability. The question was called and the motion carried.

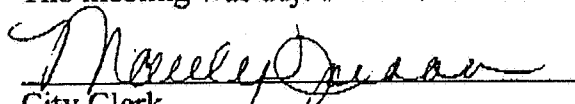
Mayor Rogers reminded Council of the 9:00 AM presentation at Walmart to a well-deserving student who will be receiving a \$20,000 scholarship from Walmart. She also encouraged participation and support of the Key Training Center "Run for the Money" fund raiser this weekend.

Councilwoman Hepfer advised she had attended the Suncoast League luncheon on Saturday in Brooksville, encouraging others to attend the worthwhile meetings.

Councilman Kaufman questioned the need for Mr. Ellis of GARI to attend the workshop set to discuss downtown development since it is quite early in the process. It was noted that they are a local non-profit business which has shown interest in the project, especially the historic and tourism aspect, and even though we are not obligated at this point, they may be able to advise of grant funding which might be available.

Councilman Kaufman asked City Attorney the status of the Attorney General inquiry re County Seats and her opinion as to a possible conflict of interest on his part regarding the government plaza. City Attorney Haag advised that she is working on both, and they will likely be on the next agenda.

The meeting was adjourned at 9:05 PM.


City Clerk


President of City Council

Appendix 7
Written Correspondence

2571651-17



Florida Department of Transportation

11201 N. MCKINLEY DRIVE * TAMPA, FL 33612-6456 * (813) 975-6077 * 1-800-226-7220
PD&E DEPARTMENT * MS 7-500

JEB BUSH
GOVERNOR

THOMAS F. BARRY, JR.
SECRETARY

April 23, 1999

Ms. Cynthia Staten, Principal
Inverness Middle School
1950 U.S. Highway 41 North
Inverness, FL 34450

RE: WPI Seg. No. 257165 1 / FAP No. XL-332-1(14)
U.S. 41 Reevaluation / Citrus County

Dear Ms. Staten:

The Federal Highway Administration (FHWA) has requested that the Florida Department of Transportation (Department) prepare a Programmatic Section 4(f) Evaluation for the above referenced project. In accordance with the requirements of 23 CFR 771.135, the Evaluation addresses the effects to Inverness Middle School, alternatives considered and measures to minimize harm if U.S. 41 were to be widened.

The Department would appreciate your review of the attached Programmatic Section 4(f) Evaluation by May 21, 1999.

Should there be any questions concerning this request, please contact me at (800) 226-7220 or (813) 975-6922.

Sincerely,

Jai Ramkissoon, P.E.
Project Manager

JR/GR
Enclosure

cc: J. Comellas, R. Adair, J. Romero



INVERNESS MIDDLE SCHOOL

1950 U.S. 41 NORTH
INVERNESS, FLORIDA 34450
Phone: (352) 726-1471

Cynthia H. Staten, Principal
Jack Brady, Assistant Principal
Mark D. Klauder, Assistant Principal
Joseph Susi, Assistant Principal

May 18, 1999

Mr. Jai Ramkissoo, P. E.
Florida Department of Transportation
11201 N. McKinley Drive
Tampa, FL 33612-6456

Dear Mr. Ramkissoo:

Inverness Middle School agrees with the findings taken for the U. S. 41 Reevaluation WPI Seg. No. 257165/FAP No. XL-332-1(14), that would affect our property.

Sincerely,

Cynthia H. Staten
Principal

RECEIVED PD & E
1999 MAY 21 AM 11:56



Florida Department of Transportation

11201 N. MCKINLEY DRIVE * TAMPA, FL 33612-6456 * (813) 975-6077 * 1-800-226-7220
PD&E DEPARTMENT * MS 7-500

JEB BUSH
GOVERNOR

THOMAS F. BARRY, JR.
SECRETARY

April 23, 1999

Mr. Frank DiGiovanni
City Manager
City of Inverness
108 N. Seminole Avenue
Inverness, FL 34450

RE: WPI Seg. No. 257165 1 / FAP No. XL-332-1(14)
U.S. 41 Reevaluation / Citrus County

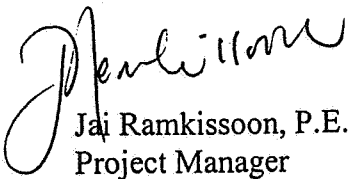
Dear Mr. DiGiovanni:

The Federal Highway Administration (FHWA) has requested that the Florida Department of Transportation (Department) prepare a Programmatic Section 4(f) Evaluation for the above referenced project. In accordance with the requirements of 23 CFR 771.135, the Evaluation addresses the effects to Whispering Pines Park, alternatives considered and measures to minimize harm if U.S. 41 were to be widened.

The Department would appreciate your review of the attached Programmatic Section 4(f) Evaluation by May 21, 1999.

Should there be any questions concerning this request, please contact me at (800) 226-7220 or (813) 975-6922.

Sincerely,


Jai Ramkissoon, P.E.
Project Manager

JR/GR
Enclosure

cc: J. Comellas, R. Adair, J. Romero



Florida Department of Transportation

11201 N. MCKINLEY DRIVE • TAMPA, FL 33612-6456 • 975-6077 • 1-800-226-7220
PD&E DEPARTMENT • M.S. 7-500

JEB BUSH
GOVERNOR

THOMAS F. BARRY, JR.
SECRETARY

May 17, 1999

Ms. Patricia E. Smith, Director
Department of Parks and Recreation
212 W. Main Street
Inverness, FL 34453-4801

RE: WPI Seg. No. 257165 1/ FAP No. XL-332-1(14)
U.S. 41 Reevaluation/ Citrus County

Dear Ms. Smith:

With reference to your letter dated May 11, 1999, and our phone conversation May 14, 1999, the Department offers the following comments to your concerns:

- ▶ Preliminary findings had suggested that the Florida Department of Transportation (FDOT) owned Government Hill, hence the acquisition of 1.74 acres. Further research has concluded that the Department of Forestry is the owner of Government Hill, hence the need to add the additional right of way from Government Hill (2.37 acres).
- ▶ There is no need to deed the Government Hill property.
- ▶ Discussions between representatives from the FDOT and the Department of Forestry, on a previous field trip, included that of relocating the jogging trail 15 to 20 feet away from the relocated fence. This would offer a natural buffer to the trail and park.
- ▶ The Department will continue to coordinate with the City and the Department of Forestry with respect to replacement of disturbed vegetation.

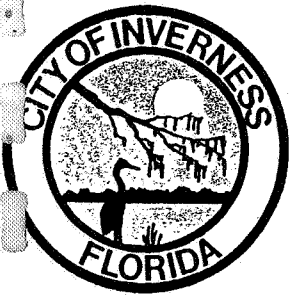
If additional information is required, please contact me at (813) 975-6922

Sincerely,

Jai Ramkissoon, P.E.
PD&E Project Manager

JR/RKS

cc: K. Bogen, R. Adair, F. DiGiovanni, W. Schreiber



RECEIVED PD & E
1999 JUN -9 PM 12:56

May 28, 1999

Mr. Jai Ramkissoo, P.E.
Florida Department of Transportation
11201 N. McKinley Drive
Tampa, Florida 33612-6456

RE: WPI Seg. No. 257165 1/FAP No. XL-332-1 (14)
U.S. 41 Reevaluation/Citrus County

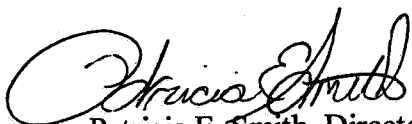
Dear Mr. Ramkissoo:

The City of Inverness is proceeding concerning your May 17th correspondence. Accordingly, we consulted with representatives of the Division of Forestry and will continue to do so after their Brooksville office receives the Programmatic 4(f) Evaluation Draft, as requested.

In addition, the concerns stipulated in our 5/11/99 correspondence with respect to maintaining a natural vegetative buffer to protect a tranquil and natural environment for park users remains a concern. Our experience and daily familiarity with this facility mandates that a replacement program for displaced vegetation from a taking of park property by FDOT, must occur. Any thought of simply relocating a jogging path avoids the problem created by said taking.

We look forward to the improvements an expanded roadway will offer this community and intend to maintain a responsive posture with requests by your office.

Sincerely,



Patricia E. Smith, Director

cc: Frank DiGiovanni, City Manager
Winnie Schreiber, Division of Forestry



Florida Department of Transportation

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PD&E DEPARTMENT • MS 7-500

JEB BUSH
GOVERNOR

THOMAS F. BARRY, JR.
SECRETARY

April 23, 1999

Mr. L. Earl Peterson, Director
Florida Division of Forestry
Forest Management Bureau
3125 Conner Blvd., C-25
Tallahassee, FL 32399-1650

RE: WPI Seg. No. 257165 1 / FAP No. XL-332-1(14)
U.S. 41 Reevaluation / Citrus County

Dear Mr. Peterson:

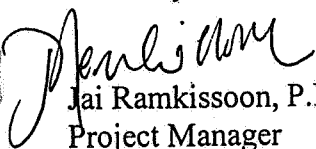
The Federal Highway Administration (FHWA) has requested that the Florida Department of Transportation (Department) prepare a Programmatic Section 4(f) Evaluation for the above referenced project. In accordance with the requirements of 23 CFR 771.135, the Evaluation addresses the effects to Whispering Pines Park, alternatives considered and measures to minimize harm if U.S. 41 were to be widened.

The Department would appreciate your review of the attached Programmatic Section 4(f) Evaluation by May 21, 1999.

The City of Inverness will receive a copy of the Evaluation for its review also. It has been a pleasure coordinating the U.S. 41 project with Ms. Winnie Schreiber and we look forward to a timely response to our request.

Should there be any questions concerning this request, please contact me at (800) 226-7220 or (813) 975-6922.

Sincerely,


Jai Ramkissoo, P.E.
Project Manager

JR/GR
Enclosure

cc: J. Comellas, R. Adair, W. Schreiber, F. DiGiovanni



Florida Department of Agriculture & Consumer Services
BOB CRAWFORD, Commissioner
The Capitol • Tallahassee, FL 32399-0800

Please Respond to:

FM
ROADS
WSF

May 28, 1999

Division of Forestry
Forest Management Bureau
3125 Conner Blvd. C-25
Tallahassee, FL 32399-1650
Telephone: (850) 488-6611
FAX: (850) 921-6724

Mr. Jai Ramkissoo, P.E., Project Manager
Florida Department of Transportation
11201 N. McKinley Drive
PD&E Department MS 7-500
Tampa, FL 33612-6456

RE: WPI Seg. No. 257165 1/FAP No. XL-332-1(14)
U.S. 41 Reevaluation/Citrus County

Dear Mr. Ramkissoo:

Reference is made to your letter of April 23, 1999, concerning the Programmatic Section 4(f) Evaluation which addresses the effects to Whispering Pines Park if U.S. 41 were to be widened. We have the following comments after reviewing the Programmatic Section 4(f) Evaluation.

On pages 13 and 23 it is noted that 2.37 acres of Whispering Pines Park would need to be acquired if the preferred alternative of shifting to the west is followed. In earlier communications from you (reference your letter to John O'Meara of this office dated July 13, 1998), you stated the widening would require 1.74 acres of Whispering Pines Park. Which figure is correct?

Regarding the mitigation measures listed on page 27 and item number 3 which states: "Replacing disturbed vegetation", this item should be expanded upon to state that FDOT will plant native trees adapted to a sandhill site to replace those lost from the road widening. It should also be stated that the plans for all three mitigation measures listed on page 27 will be reviewed and approved by the City of Inverness and Division of Forestry prior to their implementation.

In the first paragraph on page 28, you do not mention the Division of Forestry even though our agency is responsible for the surface management of Whispering Pines Park through



Florida Agriculture and Forest Products
\$53 Billion for Florida's Economy

J. Ramkissoon, FDOT
May 28, 1999
Page 2

Lease Agreement 3316 with the Board of Trustees. In the third paragraph on page 28, it is stated that FDOT would compensate the DOF for acreage acquired. Similar statements about coordinating mitigation for acreage lost are in the Division of Forestry paragraph on page 29. These statements should be expanded upon and be included as a mitigation measure on page 27.

The statewide "Policy on the Use of Natural Resource Lands by Linear Facilities" requires an easement applicant to provide to the land managing agency that measure of additional money, land or services necessary to offset the actual adverse impacts reasonably expected to be caused by the expansion of a linear facility. In my letter to you of October 30, 1998, we recommended that FDOT provide the service of assisting the DOF with the Tillis Hill Road construction project, which is located on the same tract of Withlacoochee State Forest as the Whispering Pines Tract. We did not receive a written response to this proposal, but we did want to confirm that some other similar service from FDOT (or possibly replacement acreage) would be preferred by the DOF.

In closing, we still concur that widening U.S. 41 to the west appears to be the best course of action, and we will work with you on issuance of an easement, as long as our recommendations in this letter and my letter to you of October 30th are agreed to by FDOT.

Please let us know when you plan to request the easement.

Sincerely,

BOB CRAWFORD
COMMISSIONER OF AGRICULTURE



L. Earl Peterson, Director
Florida Division of Forestry
850/488-4274

cc: Charles Maynard, Chief, Forest Management
Winnie Schreiber, Withlacoochee Center Manager