



# Florida Department of Environmental Protection

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

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Noah Valenstein  
Secretary

**July 13, 2017**

## **NOTICE TO APPLICANTS ADDENDUM NO. TWO (2)**

### **C.H. Corn Hydroelectric Generating Station DEP Bid NO. BDC65-16/17**

TO BIDDERS AND PLAN HOLDERS ON THE ABOVE REFERENCED PROJECT: PLEASE NOTE CONTENTS HEREIN AND INCLUDE WITH YOUR BID SUBMISSION.

#### **NOTICE**

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It will be required that this addendum be signed in acknowledgment of receipt and that it be included with your Bid when same is submitted to Mae Roth, Government Operations Consultant II, Bureau of Design and Construction, 3800 Commonwealth Blvd. MS520, Tallahassee, Florida 32399-3000. Failure to do so may be grounds for rejection of the Bid.

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Signature of Contractor and Date

The Following statements supersede & supplement the corresponding items in the specifications & drawings:

**The attached revised lease is hereby incorporated into the bidding documents, replacing and superseding the lease originally posted with the bid.**

**The bid submittal due date and bid posting date for this bid has been postponed per the below:**

Bids will be accepted until 3:00 p.m. EST, Thursday, September 7, 2017. Any bid received after that time will be returned to the BIDDER unopened. The DEPARTMENT is not responsible for bids mailed but not arriving at the Bureau of Public Land Administration, Division of State Lands by 3:00 p.m. EST, Thursday, September 7, 2017

In all other respects, the contract documents of which this is an Addendum, and attachments relative thereto, shall remain in full force and effect.

This Lease was prepared by:  
Cheryl C. McCall,  
Bureau of Public Land Administration  
Division of State Lands  
Department of Environmental Protection, MS 130  
3900 Commonwealth Boulevard,  
Tallahassee, Florida 32399-3000  
AID# 32532

PPL1

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

**LEASE AGREEMENT**

**Lease Number 4798**

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "LESSOR," and

\_\_\_\_\_  
(LESSEE NAME), its successors and assign hereinafter referred to as "LESSEE."

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

- DELEGATIONS OF AUTHORITY:** LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
- DESCRIPTION OF PREMISES:** The property subject to this lease, is situated in the Leon and Gadsden Counties of State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".
- TITLE DISCLAIMER:** LESSOR does not warrant or guarantee any title, right or interest in or to the leased premises.

4. **TERM:** The term of this lease shall be for a period of forty years (40), commencing on \_\_\_\_\_, and ending on \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this lease. In no case shall the term of this lease be shorter than the term of the current project license term, or until surrender of the license is granted.

5. **PURPOSE:** LESSEE shall manage the leased premises only for the operation and maintenance of a flood control dam and the C.H. Corn Hydro Electric Plant, including the dam, earthen dikes, power house building, related grounds and improvements, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 26 of this lease.

It is recognized by both parties hereto that Lake Talquin is and is to remain a recreational lake. The operation of the C. H. Corn Hydro Electric Plant shall be at all times secondary to this overriding use. However, LESSEE shall not be responsible for rises or falls in elevation not in compliance with paragraph 46(b) herein due to acts of God, weather or other incidents beyond its control or capability to alleviate.

6. **RENTAL PAYMENT:** LESSEE shall pay to LESSOR the annual rental sum of \$ \_\_\_\_\_. Each lease payment shall be paid in advance on or before \_\_\_\_\_ of each year, beginning \_\_\_\_\_.

7. **DELINQUENT RENTAL PAYMENT:** Should LESSEE fail to pay the annual payment of rental on the due date, or within thirty days from the date thereof, such failure shall constitute a default by LESSEE and LESSOR may, at its option, immediately terminate this lease. Any extension of time for payment of rental beyond the thirty-day grace period must be authorized by LESSOR, and interest shall be charged at the rate of one and one-half percent per month or fraction thereof on the amount of the delinquent rental beginning the first day following the due date of rental. Any court costs and attorneys' fees incurred by LESSOR to collect past due rents shall be paid by LESSEE.

8. **QUIET ENJOYMENT AND RIGHT OF USE:** LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein, subject, however, to any pre-existing easements, rights-of-way and other third party interests which were in existence at the time that the subleased premises were conveyed to LESSOR and which, pursuant to the terms of the operative instruments, remain in full force and effect.

9. **UNAUTHORIZED USE:** LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

**10. ASSIGNMENT:** This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect. Notwithstanding the foregoing provision, if this lease is required to be assigned pursuant to an order of the Federal Energy Regulatory Commission, consent of the LESSOR is not required.

**11. EASEMENTS:** All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

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

**13. RIGHT OF INSPECTION:** LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations thereon of LESSEE in any matter pertaining to this lease including, but not limited to, inspection by prospective bidders following written request by the Division of State Lands, State of Florida Department of Environmental Protection.

**14. PLACEMENT AND REMOVAL OF IMPROVEMENTS:** All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease, provided all sums due LESSOR as lease fees for the leased premises are paid. If, upon termination, all sums due hereunder have not been paid such equipment and improvements shall be and remain subject to a lien in favor of LESSOR for the sums due.

**15. INSURANCE REQUIREMENTS:** During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability

insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, LESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name LESSOR and the State of Florida as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

**16. INDEMNITY:** In consideration of the privileges herein granted, LESSEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless the State of Florida and LESSOR from any and all claims, costs, expense, including attorney's fees, actions, lawsuits and demands of any kind or nature arising out of this lease. LESSEE shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims. LESSOR shall have the absolute right to choose its own legal counsel in connection with all matters indemnified for and defended against herein at LESSEE'S expense.

**17. PAYMENT OF TAXES AND ASSESSMENTS:** LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

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

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

20. **BINDING EFFECT AND INUREMENT:** This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by LESSOR to any assignment of this lease or any interest therein by LESSEE.

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

22. **UTILITY FEES:** LESSOR shall not be responsible for the furnishing of any services of any kind to LESSEE during the term of this lease. LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

23. **MINERAL RIGHTS:** This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purposes of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE shall be fully compensated for any and all damages that might result to the leasehold interest of LESSEE by reason of such exploration and recovery operations.

24. **RIGHT OF AUDIT:** LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent, detailed, financial audit, performed by a Certified Public Accountant according to generally accepted accounting principles and auditing standards verifying all financial records pertaining to this lease, during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in

conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes. In addition, LESSEE shall be required to maintain and allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease for a period of three years after the expiration or termination of this lease.

**25. CONDITION OF PREMISES:** LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

**26. LAND USE PLAN:** LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan. In accordance with Section 253.034, Florida Statutes, the LESSEE shall submit a Land Use Plan update at the end of the fifth year from the

execution date of this lease to establish all short-term goals developed under the Land Use Plan have been met in accordance with Section 253.034 (5)(i), Florida Statutes. The LESSEE shall submit an updated Land Use Plan at least every ten (10) years from the execution date of the lease.

27. **COMPLIANCE WITH LAWS:** LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

28. **NOTICE:** All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of  
Environmental Protection  
Division of State Lands  
Bureau of Public Land Administration, MS 130  
3800 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

LESSEE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

29. **DAMAGE TO THE PREMISES:** (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida



Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE'S obligations regarding indemnification and payment of costs and fees as set forth in paragraphs 16 and 17 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

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

**31. SURRENDER OF PREMISES:** Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR and all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to termination or expiration of this lease a representative of the State of Florida Department of Environmental Protection, Division of State Lands shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division. If the leased premises and improvements located thereon do not meet

all conditions as set forth in paragraphs 26 and 43 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

**32. BREACH OF COVENANTS, TERMS, OR CONDITIONS AND DEFAULT AND FORFEITURE:** Should LESSEE, at any time during the term of this lease, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapters 10 or 11 of the Bankruptcy Reform Act of 1978, as amended; or make any assignments for the benefit of its creditors; or should a receiver or trustee be appointed for LESSEE'S property because of LESSEE'S insolvency, and the said appointment not vacated within thirty days thereafter; or should LESSEE'S lease interest be levied on and the lien thereof not discharged within thirty days after said levy has been made; or should LESSEE fail promptly to make the necessary returns and reports required of it by state and federal law; should LESSEE fail promptly to comply with all governmental regulations, both state and federal; should LESSEE fail to comply with any of the terms and conditions of this lease and such failure continues for thirty (30) days after LESSEE'S receipt of written notice of the failure from LESSOR; then, in such event, and upon the happening of either or any of said events, LESSOR shall have the right, at its discretion, to consider the same a default on the part of LESSEE of the terms and provisions hereof, and, in the event of such default, LESSOR shall have the option of either declaring this lease terminated, and the interest of LESSEE forfeited, or maintaining this lease in full force and effect and exercising all rights and remedies herein conferred upon LESSOR. The pendency of bankruptcy proceedings or arrangement proceedings to which LESSEE shall be a party shall not preclude LESSOR from exercising either option herein conferred upon LESSOR. In the event LESSEE, or the trustee or receiver of LESSEE'S property, shall seek an injunction against LESSOR'S exercise of either option herein conferred, such action on the part of LESSEE, its trustee or receiver, shall automatically terminate this lease as of the date of the making of such application, and in the event the court shall enjoin LESSOR from exercising either option herein conferred, such injunction shall automatically terminate this lease.

**33. PUBLIC LANDS ARTHROPOD CONTROL PLAN:** LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this lease all of the environmentally sensitive and biologically highly productive lands contained within the leased premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control plan for such lands.

34. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.
35. **CONDITIONS AND COVENANTS:** All of the provisions of this lease shall be deemed covenants running with the land included in the leased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.
36. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
37. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Operational Report may be reviewed by the State of Florida Department of State, Division of Historical Resources to ensure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.
38. **SALES TAX:** LESSEE shall be responsible for the payment of all required sales tax calculated on the rental payments of this lease as required by Section 212.031, Florida Statutes and shall submit such sales tax in addition to and along with the rental payments required by paragraph 6 of this lease, unless LESSEE provides written documentation verifying that the Department of Revenue has authorized LESSEE to pay the required sales tax by direct payment to the Department of Revenue or that the State of Florida Department of Revenue has issued LESSEE an exemption for such sales tax payments.
39. **CONVICTION OF FELONY:** If LESSEE or any principal thereof is convicted of a felony during the term of this lease, such conviction shall constitute, at the option of LESSOR, grounds for termination of this lease.
40. **ENTIRE UNDERSTANDING:** This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

**41. MAINTENANCE OF IMPROVEMENTS:** LESSEE shall maintain the real property contained within the leased premises and any improvements, including the structural soundness, located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

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

**43. SECTION CAPTIONS:** Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

**44. SPECIAL CONDITIONS:** The following special conditions shall apply to this lease:

(a) LESSEE shall make available to local school systems, universities, colleges and other public entities guided tours on an annual basis.

(b) At the time of lease execution, LESSEE shall enter in and maintain a Stream Flow Gaging Station Agreement with the United States Geological Survey. At a minimum, this agreement will provide for Lake Talquin water level tracking and monitoring of the inflow from the Ochlocknee River and Little River and the outflow of the lake to the Ochlocknee River below the dam. This data is essential to the day-to-day operation of the dam and shall be made available to the public, state emergency management and the National Weather Service.

(c) LESSEE shall have full responsibility for the day-to-day, around-the-clock operation, management, maintenance and security of the lease premises and shall employ the necessary personnel to fulfill this obligation.

(d) Prior to occupying the leased premises and at all times during the term of this lease and any renewal terms, LESSEE will supply to LESSOR, and keep in force and effect, a performance bond (the "Bond") in the penal sum of \$350,000 issued by a surety company or bonding agent authorized to do business in the State of Florida. The Bond shall be for the benefit of LESSOR as obligee and conditioned on LESSEE's faithful performance under this lease and strict compliance with the terms of this lease (including, but not limited to, paragraphs 5, 6, and 46 hereof). In addition, LESSEE's failure to renew or

replace the Bond ninety (90) days prior to any expiration or notice of termination thereof, shall be an event of default under this lease.

(e) Notwithstanding any provision contained herein, LESSEE, its successors and assigns, have the right to perform any and all acts required by an order of the Federal Energy Regulatory Commission or its successor affecting the leased premises without the prior approval of LESSOR. This includes use rights of state owned lands within Lake Talquin for the fulfillment of the requirements under the Federal Energy Regulatory Commission or its successor.

*[Remainder of page intentionally left blank; Signature pages follow]*

**DRAFT**

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

WITNESSES:

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

\_\_\_\_\_  
Original Signature

(SEAL)

\_\_\_\_\_  
Print/Type Name of Witness

BY: \_\_\_\_\_

Cheryl C. McCall, Chief, Bureau of Public Land Administration,  
Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the  
Board of Trustees of the Internal Improvement Trust Fund of the  
State of Florida

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

"LESSOR"

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of  
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State  
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
DEP Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires:

\_\_\_\_\_  
Commission/Serial No. \_\_\_\_\_

[The appropriate signature page will be added for Lessee.]

DRAFT

Exhibit "A"

DESCRIPTION:

Commence at a drill hole in the Dam House at the Jackson Bluff Hydroelectric Dam marking the Northwest corner of Section 21, Township 1 South, Range 4 West, thence North 20 degrees 04 minutes 39 seconds West 40.91 feet to a chiseled "X" on the dam; thence North 76 degrees 50 minutes 51 seconds East 47.01 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 76 degrees 50 minutes 51 seconds East 220.67 feet to the waters edge of Lake Talquin; thence along the waters edge, North 46 degrees 13 minutes 26 seconds East 166.35 feet; thence, leaving the waters edge, North 85 degrees 59 minutes 11 seconds East 104.14 feet, to an iron pin; thence South 09 degrees 57 minutes 40 seconds East 233.92 feet, to an iron pin; thence South 41 degrees 10 minutes 23 seconds East 144.46 feet, to an iron pin; thence South 48 degrees 49 minutes 37 seconds West 693.76 feet, to an iron pin; thence North 41 degrees 08 minutes 40 seconds West 329.88 feet to a point, marked by an iron pin, on the Southerly bank of the Ochlockonee River; thence, crossing said Ochlockonee River, North 60 degrees 04 minutes 10 seconds West 736.31 feet to a point on the Northerly bank of said Ochlockonee River, marked by an iron pin, said point also being on the Westerly boundary of a parcel of property lying within Sections 8, 9, 16 and 17, Township 1 South, Range 4 West deeded to the State of Florida, Board of Trustees of the Internal Improvement Trust Fund by deed recorded in Official Record Book 128, Pages 532 and 533 of the Public Records of Gadsden County, Florida; thence along said Westerly boundary of said State property, North 54 degrees 50 minutes West 191.01 feet to a point in the center of Crow Branch; thence along a meander line of points along the centerline of Crow Branch as follows: North 33 degrees 22 minutes 02 seconds West 251.11 feet, thence North 80 degrees 52 minutes 36 seconds West 133.97 feet, thence South 87 degrees 59 minutes 58 seconds West 175.41 feet, thence South 72 degrees 57 minutes 09 seconds West 232.42 feet, thence North 49 degrees 24 minutes 02 seconds West 76.95 feet, thence North 32 degrees 40 minutes 03 seconds West 121.00 feet, thence North 35 degrees 54 minutes 43 seconds West 101.12 feet, thence North 13 degrees 50 minutes 32 seconds West 75.28 feet, thence North 03 degrees 46 minutes 45 seconds East 72.24 feet, thence North 25 degrees 42 minutes 04 seconds East 206.94 feet, thence North 28 degrees 06 minutes 35 seconds East 200.04 feet, thence North 17 degrees 04 minutes 41 seconds East 257.04 feet (to a concrete monument where the "Old Gate Post was at the Old Cane Patch" by Deed; concrete monument is damaged and disturbed, no longer useable); thence, leaving said meander line, North 26 degrees 59 minutes 21 seconds West 2,171.76 feet (North 26 degrees 31 minutes with no distance specified by deed) to an iron pin; thence leaving said boundary, North 31 degrees 34 minutes 32 seconds East 317.06 feet to an iron pin on said boundary; thence South 76 degrees 34 minutes 31 seconds East 111.19 feet (South 75 degrees 13 minutes East 111.3 feet by deed), to an iron pin;



thence South 75 degrees 40 minutes 51 seconds East 610.00 feet (South 75 degrees 30 minutes East 610 feet by deed); to an iron pin; thence North 56 degrees 01 minute 05 seconds East 62.12 feet (North 56 degrees 32 minutes East 61.4 feet by deed) to a concrete monument where "Mims' old bars were on Old Ferry Road"; thence North 20 degrees 04 minutes 47 seconds West 34.09 feet (North 19 degrees 01 minute West 33.1 feet by deed) to a concrete monument; thence North 06 degrees 58 minutes 57 seconds East 209.71 feet (North 07 degrees 35 minutes East 210.2 feet by deed) to an iron pipe; thence North 14 degrees 12 minutes 51 seconds East 161.03 feet (North 14 degrees 06 minutes East 161 feet by deed) to a concrete monument; thence North 05 degrees 14 minutes 21 seconds East 570.87 feet (North 05 degrees 59 minutes East 566.30 feet by deed) to a concrete monument; thence North 05 degrees 17 minutes 39 seconds 767.16 feet (North 05 degrees 24 minutes East 771.30 feet by deed) to a concrete monument; thence North 01 degrees 35 minutes 21 seconds East 193.51 feet (North 01 degrees 58 minutes East approximately 260 feet by deed) to a concrete monument on the North line of Section 17, Township 1 South, Range 4 West; thence South 89 degrees 49 minutes 59 seconds East along said Northerly line of Section 17, a distance of 769.65 feet (along the North line of said Section 17, approximately 790 feet by deed) to a concrete monument marking the Southwest corner of the East Half of the Southeast Quarter of the Southeast Quarter of Section 8, Township 1 South, Range 4 West; thence, leaving said Westerly boundary of said State property, South 00 degrees 12 minutes 16 seconds West 261.60 feet to the waters edge of Lake Talquin; thence, along the waters edge and along the Easterly edge of a dam as follows: South 89 degrees 03 minutes 51 seconds West 91.07 feet, thence South 17 degrees 58 minutes 45 seconds West 77.82 feet, thence South 46 degrees 02 minutes 56 seconds West 84.09 feet, thence North 50 degrees 46 minutes 32 seconds West 27.43 feet, thence North 19 degrees 09 minutes 02 seconds West 78.72 feet, thence South 56 degrees 51 minutes 24 seconds West 79.87 feet, thence South 44 degrees 14 minutes 13 seconds West 67.81 feet, thence South 21 degrees 46 minutes 40 seconds East 548.58 feet, thence South 78 degrees 45 minutes 52 seconds East 147.75 feet, thence South 64 degrees 23 minutes 01 second East 123.54 feet, thence North 87 degrees 03 minutes 25 seconds East 151.50 feet, thence South 57 degrees 12 minutes 38 seconds East 64.21 feet, thence South 81 degrees 44 minutes 39 seconds East 140.70 feet, thence North 63 degrees 53 minutes 22 seconds East 150.47 feet, thence South 30 degrees 56 minutes 52 seconds East 21.44 feet, thence South 12 degrees 27 minutes 59 seconds East 112.93 feet, thence South 23 degrees 15 minutes 35 seconds West 235.88 feet, thence South 40 degrees 53 minutes 22 seconds West 128.66 feet, thence South 53 degrees 31 minutes 48 seconds West 177.17 feet, thence South 64 degrees 36 minutes 20 seconds West 148.86 feet, thence South 80 degrees 11 minutes 25 seconds West 163.26 feet, thence South 67 degrees 00 minutes 29 seconds West 164.58 feet, thence South 65 degrees 29 minutes 16 seconds West 154.56 feet, thence South 48 degrees 36 minutes 23 seconds West 185.07 feet, thence South 49 degrees 31 minutes 11 seconds West 136.48 feet, thence South 02 degrees 53 minutes 22 seconds East 1,567.41 feet to the beginning of a curve concave to the Northeasterly having a radius of 1,372.08 feet; thence along the arc of said curve (through a central angle of 38 degrees 29 minutes 10 seconds) 921.64 feet to the end of said curve, thence South 41 degrees 22 minutes 32 seconds East 1,171.81 feet to the POINT OF BEGINNING; containing 124.115 acres, more or less.

ALSO:

A 50.00 foot wide access easement lying within 25.00 feet each side of a centerline, said centerline being more particularly described as follows:

Commence at a drillhole in the Dam House at the Jackson Bluff Hydro-Electric Dam marking the Northwest corner of Section 21, Township 1 South, Range 4 West; thence North 20 degrees 04 minutes 39 seconds West 40.91 feet to a chiseled "X" on the dam; thence North 76 degrees 50 minutes 51 seconds East 267.68 feet to the waters edge of Lake Talquin; thence, along the waters edge, North 46 degrees 13 minutes 26 seconds East 166.35 feet; thence, leaving the waters edge, North 85 degrees 59 minutes 11 seconds East 104.14 feet; thence South 09 degrees 57 minutes 40 seconds East 233.92 feet; thence South 41 degrees 10 minutes 23 seconds East 144.46 feet; thence South 48 degrees 49 minutes 37 seconds West 25.00 feet to the POINT OF BEGINNING of said centerline. From said POINT OF BEGINNING, thence South 41 degrees 10 minutes 23 seconds East 108.71 feet to the beginning of a curve, concave to the Northeast, having a radius of 233.21 feet and a central angle of 46 degrees 25 minutes 09 seconds; thence Southeasterly along the arc of said curve 188.94 feet to the end of said curve; thence South 87 degrees 35 minutes 32 seconds East 312.26 feet to a point on the Northwesterly right-of-way boundary of State Road 20 (66 feet right-of-way), said point also being the end of said centerline; containing 0.700 of an acre, more or less.

LESS AND EXCEPT:

That parcel of land recorded in Official Record Book 446, Page 280, of the Public Records of Leon County, Florida, to be retained by Florida Power Corporation as a substation site and being more particularly described as follows:

Commence at the Northwest corner of Section 21, Township 1 South, Range 4 West, thence North 89 degrees 16 minutes 56 seconds East along the North boundary of said Section 21, a distance of 239.57 feet (238.85 feet by deed description) to the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 16 minutes 56 seconds East along the North boundary of said Section 21, a distance of 5.70 feet; thence South 41 degrees 16 minutes 40 seconds East 194.21 feet; thence South 48 degrees 43 minutes 20 seconds West 416.12 feet; thence North 41 degrees 16 minutes 40 seconds West 186.35 feet; thence North 44 degrees 16 minutes 29 seconds East 148.33 feet; thence North 48 degrees 42 minutes 26 seconds East 263.89 feet to the POINT OF BEGINNING; containing 1.871 acres, more or less.

LESS AND EXCEPT:

A parcel of land to be retained by the Department of Natural Resources; said parcel being more particularly described as follows:

Commence at the Northwest corner of Section 21, Township 1 South, Range 4 West, and run thence North 89 degrees 16 minutes 56 seconds East along the North boundary of said Section 21, a distance of 245.27 feet; thence South 41 degrees 16 minutes 40 seconds East 43.21 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 41 degrees 16 minutes 40 seconds East 116.79 feet; thence North 48 degrees 44 minutes 05 seconds East 78.60 feet; thence North 41 degrees 16 minutes 40 seconds West 116.79 feet; thence South 48 degrees 44 minutes 05 seconds West 78.60 feet to the POINT OF BEGINNING; containing 0.211 of an acre, more or less.

LESS AND EXCEPT:

A portion of a 100.00 feet wide powerline easement for the Jackson Bluff - Tallahassee 69 KV Double Circuit Line recorded in Official Record Book 446, Page 294, of the Public Records of Leon County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Section 21, Township 1 South, Range 4 West, thence North 89 degrees 16 minutes 56 seconds East along the North boundary of said Section 21, a distance of 245.27 feet (244.55 feet by deed description), thence South 41 degrees 16 minutes 40 seconds East 194.21 feet; thence South 48 degrees 43 minutes 20 seconds West a distance of 108.90 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, continue South 48 degrees 43 minutes 20 seconds West 117.74 feet; thence South 73 degrees 08 minutes 24 seconds East 153.22 feet; thence North 48 degrees 49 minutes 37 seconds East 118.65 feet; thence North 73 degrees 08 minutes 24 seconds West 153.48 feet to the POINT OF BEGINNING; containing 0.352 of an acre, more or less.

LESS AND EXCEPT:

A portion of Road A and Road B as recorded in Official Record Book 446, Pages 295 and 296 of the Public Records of Leon County, Florida, and being more particularly described as follows:

Centerline Description of Road "A"

Commence at the Northwest corner of Section 21, Township 1 South, Range 4 West, thence North 89 degrees 16 minutes 56 seconds East along the North boundary of said Section 21, a distance of 245.27 feet (244.56 by deed description); thence South 41 degrees 16 minutes 40 seconds East 37.76 feet to the POINT OF BEGINNING of the centerline of said Road "A". From said POINT OF BEGINNING of said centerline, thence North 40 degrees 18 minutes 20 seconds East 86.64 feet to the beginning of a curve, concave to the Southeast having a central angle of 34 degrees 51 minutes 20 seconds and a radius of 197.44 feet; thence Northeasterly along the arc of said curve 120.12 feet to the end of curve; thence North 75 degrees 09 minutes 40 seconds East 58.69 feet to the end of said centerline.

Centerline Description of Road "B"

Commence at the Northwest corner of Section 21, Township 1 South, Range 4 West, thence North 89 degrees 16 minutes 56 seconds East along the North boundary of said Section 21, a distance of 239.57 feet (238.85 by deed description); thence South 48 degrees 42 minutes 26 seconds West 263.89 feet; thence South 44 degrees 16 minutes 29 seconds West 80.00 feet to the POINT OF BEGINNING of the centerline of said Road "B". From said POINT OF BEGINNING of said centerline, thence North 40 degrees 41 minutes 22 seconds East 81.69 feet to the beginning of a curve, concave to the Southeast having a central angle of 07 degrees 46 minutes 21 seconds and a radius of 572.96 feet; thence Northeasterly along the arc of said curve 77.73 feet to the end of said curve; thence North 48 degrees 27 minutes 43 seconds East 14.35 feet to the beginning of a curve, concave to the Northwest having a central angle of 02 degrees 14 minutes 56 seconds and a radius of 1,909.86 feet; thence Northeasterly along the arc of said curve 74.96 feet to the end of said curve; thence North 46 degrees 12 minutes 47 seconds East 59.63 feet to the beginning of a curve, concave to the Northwest having a central angle of 08 degrees 09 minutes 07 seconds and a radius of 572.96 feet; thence Northeasterly along the arc of said curve 81.52 feet to the end

of said curve; thence North 38 degrees 03 minutes 40 seconds East 37.42 feet to the beginning of a curve, concave to the Southeast having a central angle of 58 degrees 26 minutes 02 seconds and a radius of 217.16 feet; thence Easterly along the arc of said curve 221.47 feet to a point; said point being the end of said centerline.

LESS AND EXCEPT:

Those lands covered by the waters of the Ochlockonee River downstream from the dam and power house located on the lands described above.

ALL lying within Sections 16, 17, 20, and 21, Township 1 South, Range 4 West, Leon and Gadsden Counties, Florida.

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BSM APPROVED  
By: SK  
Date: 11.16.2016