APPENDIX I

(a) Lease Agreement and Legal Description
(b) Deeds
(c) Agreements and Sublease
(d) Easements
(e) DeSoto County Comprehensive Plan
    Compliance Letter
APPENDIX I (a)
Lease Agreement & Legal Description
STATE OF FLORIDA
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT

No. 2937

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

WHEREAS, Board of Trustees of the Internal Improvement Trust Fund is directed and 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 BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND as LESSOR, and

STATE OF FLORIDA DEPARTMENT OF OFFENDER REHABILITATION 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 DeSoto, State of Florida, together with the improvements thereon:

PARCEL A: Begin at the SW corner of Section 36, Township 37 South, Range 26 East, thence N 0°35'30" W along west line of said Section 36, 64.03 feet to South R/W of new S. R. #70, thence N 89°56'56" E along said R/W, 5309.93 feet to east line of said Section 36, thence S 0°15'30" E along said east line, 68 feet to SE corner of said Section 36, thence S 89°59'30" W along South line of said Section 36, 5309.57 feet to Point of Beginning, containing 8.05 acres.

PARCEL B: Begin at the SW corner of Section 31, Township 37 South, Range 27 East, thence N 0°15'30" W along west line of said Section 31, 68 feet to South R/W of new S. R. #70, thence N 89°57'30" E along said R/W 1687.83 feet, thence S 1°20' E 68.27 feet to South line of said Section 31, thence S 89°58' W along said South line, 1687.11 feet to Point of Beginning, containing 2.64 acres.

LEGAL DESCRIPTION APPROVED
AND
THIS INSTRUMENT WAS PREPARED BY
JAMES T. WILLIAMS
ELIOTT BUILDING
TALLAHASSEE, FLORIDA 32301
LM13-375
TO HAVE AND TO HOLD the above described land for a period of Ninety-nine (99) years from the date hereof, for the purposes of developing, improving, operating, maintaining and otherwise managing said land for public purposes.

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 cooperate to 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 public purposes. As used in this agreement, the term "public purposes" shall mean all or any of the purposes, actions or uses which the law authorizes to be done or performed by the lessee or by any of the officers, agents or employees of the lessee for and on behalf of the lessee. 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 lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

6. 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.

7. Any inequities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.
8. This agreement is for public purposes and the lessee shall have the right to enter into further agreements or to sublease all or any part of the within land so long as the agreement and/or sublease shall effectively carry out and further the general purposes herein described after written notice to and right of rejection by the lessor.

9. 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 Board of Trustees of the Internal Improvement Trust Fund from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement.

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

IN TESTIMONY WHEREOF, the legally 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 the Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 11th day of March, A. D. 1977, and the State of Florida Department of Offender Rehabilitation has duly executed same this 11th day of March, A. D. 1977.

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

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

By
Executive Director, Department of Natural Resources,
Agent for the Board of Trustees of the Internal Improvement Trust Fund, authorized to execute this instrument for and on its behalf pursuant to Section 253.431, Florida Statutes, and resolution recorded in its minutes of July 1, 1975.

STATE OF FLORIDA DEPARTMENT OF
OFFENDER REHABILITATION

Approved, General Counsel
Department of Offender Rehabilitation

DATE
March 2, 1977
AMENDMENT TO
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
LEASE NUMBER 2937

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund, hereinafter referred to as the Trustees, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, the Trustees entered into Lease Number 2937 on the 11th day of March, 1977, for the use of and benefit of the Department of Corrections, as successor lessee to the Department of Offender Rehabilitation;

WHEREAS, the Trustees desire to amend the "right of rejection" clause (Paragraph No. 8) of the above-described lease for the purpose of allowing the Department of Corrections to directly sublease certain specified tracts of state-owned lands and facilities to Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE);

NOW, THEREFORE, it is agreed that the "right of rejection" clause contained in paragraph 8 of the above-described lease is amended, as follows: "...right of rejection by the Lessor, except when the sublease is to provide certain lands and facilities for the use and benefit of Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), pursuant to Section 945.135, Florida Statutes. In such case, all subleases issued by the Department of Corrections to PRIDE will include provisions that: (A) Require the sublessees to pay any and all existing and future taxes, assessments, duties, impositions, special assessments charged or imposed on the land or any improvements. (B) There shall be no assignment or transfer of sublease or subleasing without prior approval of the Board, (C) The Board’s title interest shall not be subjected to any liens of any nature. (D) Provide for a hold and save harmless clause for the Board; and (E) Copies of any subleases to PRIDE shall be sent to staff for Trustees records.

31 37S 1 36 37S
27E 26E

DeSoto Co.
Amendment to Lease No. 2937

IN TESTIMONY WHEREOF, the parties hereto, being the lawfully designated agent of the Board of Trustees of the Internal Improvement Trust Fund, party of the first part, and the Department of Corrections, party of the second part, have hereto set their hands this 21st day of June, 1983.

[Seal]

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

BY: [Signature]
Director, Division of State Lands
Agent for the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

DEPARTMENT OF CORRECTIONS

[Signature]
Witness

[Signature]
Secretary

Approved, General Council
Department of Corrections

[Signature]
Department Attorney
AMENDMENT TO
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
LEASE NUMBER 2937

THIS LEASE AMENDMENT is entered into this 15th day of
September, 1978, by and between the BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
(hereinafter referred to as the LESSOR) and the STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS (hereinafter referred to as the
LESSEE);

WITNESSETH

WHEREAS, the LESSOR by virtue of Section 253.03, Florida
Statutes, holds title to certain lands and property for the use
and benefit of the State of Florida; and

WHEREAS, on March 11, 1977, the LESSOR and the LESSEE
entered into Lease No. 2237;

WHEREAS, the LESSOR and LESSEE desire to amend the lease to
allow LESSEE to add property to the leased area;

NOW THEREFORE, the LESSOR and LESSEE hereby agree as
follows:

1. Exhibit A of lease is hereby amended by adding the
following:

Legal description formerly associated with lease
number 2669. This amendment consolidates two
leases under one.

(See Addition to Exhibit "A" Attached)

2. It is understood and agreed by the LESSOR and the LESSEE
that in each and every respect the terms of the original lease,
except as amended hereby, shall remain unchanged; and the same
are hereby ratified, approved and confirmed by the LESSOR and the
LESSEE.

Page 1 of 2
Amendment to Lease No. 2937
IN WITNESS WHEREOF, the parties have caused this lease amendment to be executed on the day and year first above written.

Witness

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

By: [Signature] (SEAL)

DIRECTOR, DIVISION OF STATE LANDS, DEPARTMENT OF NATURAL RESOURCES

"LESSOR"

STATE OF FLORIDA
LEON COUNTY

The foregoing instrument was acknowledged before me this 12th day of September, 1972, by [Signature], Director, Division of State Lands, Department of Natural Resources.

Witness

NOTARY PUBLIC

My commission Expires: My Commission Expires July 14, 1972

Approved as to Form and Legality

By: [Signature]

DNR Attorney

STATE OF FLORIDA DEPARTMENT OF CORRECTIONS

By: [Signature] (SEAL)

Its: Secretary

"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this same day, 1972, by [Signature], Department of Corrections.

NOTARY PUBLIC


DEPARTMENT OF CORRECTIONS
APPROVED AS TO FORM AND LEGALITY

GENERAL COUNSEL

Page 2 of 3
Amendment to Lease No. 2937
EXHIBIT A

DeSoto County

Township 38 South, Range 26 East

Section 1
All of Section 1.
635.00 acres

Section 12
All of NW.
320.00 acres

Township 38 South, Range 27 East

Section 6
All of NW.
320.00 acres

Total acres in DeSoto County assigned to DeSoto Correctional Institution.
1,275.00 acres

LESS,

Begin at the NE corner of Section 6, Township 38 South, Range 27 East; thence South 10°20' East 634.33 feet, thence S 89°30' West 723 feet; thence N 10°20' West 634.73 feet to North line of said Section; thence North 09°38' East along North line of said Section 723 feet to Point of Beginning; containing 10.86 acres, more or less.
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

PARTIAL RELEASE OF LEASE NUMBER 2937
STATE OF FLORIDA
COUNTY OF DESOTO

The undersigned on the 14th day of July, 2004, does hereby quitclaim, release and surrender all right, title and interest in and to the lands described in Exhibit "A", said lands being a portion of the lands leased under Lease Agreement Number 2937, dated March 11, 1977, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as LESSOR, and the STATE OF FLORIDA DEPARTMENT OF CORRECTIONS formerly known as the STATE OF FLORIDA DEPARTMENT OF OFFENDER REHABILITATION, as LESSEE, effective the 15th day of

See Attached Exhibit "A"

STATE OF FLORIDA DEPARTMENT
OF CORRECTIONS

By: ________________________________ (SEAL)

James V. Crosby, Jr.
Secretary

"LESSEE"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 14th day of July, 2004, by ________________________________,
as ________________________________, of the State of Florida Department of Corrections. He/She is personally known to me.

Antoinette M. McCaskill
Notary Public, State of Florida

Print/Type Notary Name

Commission Number: DD024931
Commission Expires: September 8, 2005

Approved as to form and legality

______________________________

General Counsel - Department of Corrections

Witness

Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of July, 2004, by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, acting 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.

Notary Public, State of Florida

Approved as to Form and Legality

By: DEP Attorney
EXHIBIT "A"

LEGAL DESCRIPTION OF RELEASED PREMISES

PARCEL-1 (WASTEWATER PLANT)

A PORTION OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 26 EAST, DESOTO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAIL ROAD SPIKE MARKING NORTHWEST CORNER OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 26 EAST, DESOTO COUNTY, FLORIDA; THENCE RUN S.00°19'00"W. ALONG THE WEST LINE OF SAID SECTION 1, FOR A DISTANCE OF 212.85 FEET; THENCE DEPARTING SAID LINE RUN S.89°41'00"E., FOR A DISTANCE OF 164.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N.65°11'37"E., FOR A DISTANCE OF 131.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 34°33'35"; A CHORD BEARING OF N.72°28'25"E. AND A CHORD LENGTH OF 59.41 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 60.32 FEET; THENCE RUN N.89°46'13"E., FOR A DISTANCE OF 292.88 FEET; THENCE RUN S.05°53'58"W., FOR A DISTANCE OF 421.79 FEET; THENCE RUN S.80°53'58"W., FOR A DISTANCE OF 50.83 FEET; THENCE RUN S.05°53'58"W., FOR A DISTANCE OF 94.06 FEET; THENCE RUN N.83°06'22"W., FOR A DISTANCE OF 421.36 FEET; THENCE RUN N.05°53'58"E., FOR A DISTANCE OF 252.66 FEET; THENCE RUN N.28°58'26"E., FOR A DISTANCE OF 30.35 FEET; THENCE RUN N.05°53'58"E., FOR A DISTANCE OF 283.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 333,138.88 SQUARE FEET OR 7.6478 ACRES, MORE OR LESS.

PARCEL-2 (WATER PLANT)

A PORTION OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 26 EAST, DESOTO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAIL ROAD SPIKE MARKING NORTHWEST CORNER OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 26 EAST, DESOTO COUNTY, FLORIDA; THENCE RUN S.00°19'00"W. ALONG THE WEST LINE OF SAID SECTION 1, FOR A DISTANCE OF 872.34 FEET; THENCE DEPARTING SAID LINE RUN S.89°41'00"E., FOR A DISTANCE OF 87.58 FEET TO A SOUTHWEST CORNER OF PARCEL-1; THENCE RUN S.84°06'02"E. ALONG THE SOUTH LINE OF SAID PARCEL, FOR A DISTANCE OF 421.36 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL-1; THENCE RUN N.05°53'58"E., FOR A DISTANCE OF 19.21 FEET; THENCE RUN S.80°56'10"E., FOR A DISTANCE OF 720.72 FEET; THENCE RUN S.00°03'50"W., FOR A DISTANCE OF 20.00 FEET; THENCE RUN S.65°48'13"E., FOR A DISTANCE OF 205.69 FEET TO THE POINT OF BEGINNING; THENCE RUN N.35°04'58"E., FOR A DISTANCE OF 309.14 FEET; THENCE RUN S.52°46'40"E., FOR A DISTANCE OF 235.30 FEET; THENCE RUN S.23°24'59"W., FOR A DISTANCE OF 250.57 FEET; THENCE RUN N.65°48'13"W., FOR A DISTANCE OF 291.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 72,805.35 SQUARE FEET OR 1.6714 ACRES, MORE OR LESS.
PARCEL-3 (SPRAY FIELD)

A PORTION OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 26 EAST, DESOTO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 26 EAST, DESOTO COUNTY, FLORIDA; THENCE RUN S.00°19'02"W., ALONG THE WEST LINE OF SAID SECTION 1 FOR A DISTANCE OF 1,855.50 FEET; THENCE RUN S.89°41'00"E., FOR A DISTANCE OF 287.59 FEET TO THE POINT OF BEGINNING; THENCE RUN N.89°34'12"E., FOR A DISTANCE OF 2,599.18 FEET; THENCE RUN S.69°08'11"E., FOR A DISTANCE OF 202.28 FEET; THENCE RUN S.00°00'00"W., FOR A DISTANCE OF 1,558.37 FEET; THENCE RUN N.90°00'00"W., FOR A DISTANCE OF 761.59 FEET; THENCE RUN S.02°23'00"W., FOR A DISTANCE OF 4,334.25 FEET; THENCE RUN N.90°00'00"W., FOR A DISTANCE OF 1,252.68 FEET; THENCE RUN N.00°00'00"E., FOR A DISTANCE OF 535.00 FEET; THENCE RUN N.90°00'00"W., FOR A DISTANCE OF 593.21 FEET; THENCE RUN N.00°00'00"E., FOR A DISTANCE OF 3,785.41 FEET; THENCE CONTINUE N.00°00'00"E., FOR A DISTANCE OF 1,608.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,575,701.87 SQUARE FEET OR 288.6964 ACRES, MORE OR LESS.
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

PARTIAL RELEASE OF LEASE

STATE OF FLORIDA
COUNTY OF LEON
LEASE NUMBER 2937
DESMO CORRECTIONAL INSTITUTION

The undersigned on the 26th day of June, 2006, do(es) hereby quitclaim, release, and surrender all right, title, and interest in and to the lands described in attached Exhibit "A" which are leased under Lease Number 2937, effective March 11, 1977, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA as LESSOR, and the STATE OF FLORIDA DEPARTMENT OF CORRECTIONS as LESSEE, effective the 20th day of October, 2006.

By:
James R. McDonough
Print/Type Name

Title: Secretary
"LESSEE"

(KIMBERLY SMITH
Print/Type Witness Name

(KIMBERLY SMITH
Print/Type Witness Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 26th day of June, 2006, by James R. McDonough, as Secretary of the State of Florida Department of Corrections. He/She is personally known to me or produced satisfactory evidence of identity.

(SEAL)

Antoinette M. McCaskill
Notary Public, State of Florida
Print/Type Notary Name
Commission Number:
Commission Expires:

Approved as to Form and Legality
By: Andy B. Miller
Department of Corrections Attorney

Witness

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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of October, 2006, by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, acting 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.

(SEAL)

Diane C. Rogowski
Notary Public, State of Florida

Approved as to Form and Legality

By: DEP Attorney

Page 2 of 3
Partial Release of Lease No. 2937
Form Revised 01/03/01
EXHIBIT "A"

LEGAL DESCRIPTION OF THE RELEASED PREMISES

That part of Section 6, Township 38 South, Range 27 East and Section 31, Township 37 South, Range 27 East, Desoto County, Florida, described as follows:

Commence at the northeast corner of the west half of Section 6, Township 38 South, Range 27 East; thence S01°27'03"E along the east line of said west half, a distance of 654.70 feet to an iron pipe marking the southeast corner of Less and Except parcel described in Official Record Book 249, page 79, public records of Desoto County, Florida and the Point of Beginning; thence continue S01°27'03"E along said east line of west half, a distance of 3317.04 feet; thence S89°51'41"W, a distance of 1782.27 feet; thence N01°27'03"W parallel with the aforesaid east line of west half, a distance of 2678.76 feet; thence S89°53'23"E, a distance of 895.01 feet; thence N01°27'03"W parallel with the aforesaid east line of west half, a distance of 1296.90 feet to the north line of Section 6, also being the south line of said Section 31; thence continue N01°27'03"W, a distance of 68.19 feet to the south right of way line of State Road 70 per FDOT R/W map, Section No. 0404-015175); thence N89°51'15"E along said south right of way line, a distance of 164.47 feet; thence S01°27'38"E, a distance of 68.22 feet to the north line of said Section 6 and the northwest corner of the aforesaid Less and Except parcel described in Official Record Book 249, page 79; thence continue S01°27'38"E along the west line of said Less and Except parcel, a distance of 654.52 feet to an iron pipe marking the southwest corner of said Less & Except parcel; thence N89°52'40"E along the south line of said Less and Except parcel, a distance of 722.77 feet to the Point of Beginning.

Containing 125.26 acres.

This is correct acreage after correction of survey.
EXHIBIT "A"

LEGAL DESCRIPTION OF THE RELEASED PREMISES

That part of Section 6, Township 38 South, Range 27 East, Desoto County, Florida, described as follows:

Commence at the northeast corner of the west half of Section 6, Township 38 South, Range 27 East; thence S89°46'50"W along the north line of Section 6, said north line also being the south right of way line of State Road 70, a distance of 722.87 feet to the Point of Beginning, said point also being the northwest corner of that certain Less and Except parcel recorded in Official Record Book 249, page 79, public records of Desoto County, Florida; thence S01°28'20"E along the west line of said Less and Except parcel, a distance of 654.62 feet; thence N89°47'19"E along the south line of said Less and Except parcel, a distance of 723.58 feet to the east line of the west half of said Section 6; thence S01°32'03"E along said east line, a distance of 3317.04 feet; thence S89°46'41"W, a distance of 1782.27 feet; thence N01°32'03"W parallel with the aforesaid east line, a distance of 2678.76 feet; thence S89°58'24"E, a distance of 895.01 feet; thence N01°32'03"W parallel with the aforesaid east line, a distance of 1296.95 feet to the aforesaid north line of Section 6 and south right of way line of State Road 70; thence N89°46'41"E along said north section line and right of way line, a distance of 164.48 feet to the Point of Beginning.

Containing 125 acres.

Original legal description. New survey done to correct errors.

I requested that DEP prepare an Amendment to this document; they refused. See blue dividers titled "Amendment" dated 1-11-07 for details.

Regina Balding

Page 3 of 3
Partial Release of Lease No. 2937
Form Revised 01/01/01
QUITCLAIM DEED

THIS INDENTURE, made this 27th day of September, 1947, between

the UNITED STATES OF AMERICA, acting by and through the Federal Works
Agency, under and pursuant to the powers and authority contained in the

provisions of the Surplus Property Act of 1944 (58 Stat. 765), as amended;

WAA Reg. No. 1, as amended; WAA Reg. No. 5, as amended; and Executive

Order No. 9689 dated January 31, 1946, and the Reconstruction Finance

Corporation, a corporation duly organized and existing under and by virtue

of the laws of the United States, which corporation has succeeded pursuant

to the provisions of Public Law 109, 79th Congress, approved on June 30,

1945, to all rights and assets of the Defense Plant Corporation, acting

by and through the Federal Works Agency under and pursuant to the powers

and authority contained in the provisions of the Surplus Property Act of

1944 (58 Stat. 765), as amended, and all applicable rules and regulations

issued under the authority of the said Act, parties of the first part,

and the State of Florida, whose address is Tallahassee, Florida, party of

the second part.

WITNESSETH: That the said parties of the first part, in consideration

of the covenants, conditions, restrictions, and reservations hereinafter

contained, and other good and valuable consideration, the receipt of which

is hereby acknowledged, has remised, released and forever quitclaimed and

by these presents do remise, release and forever quitclaim to the said

party of the second part and its assigns forever, all the right, title,

interest, claim and demand which the said parties of the first part have

in and to the following described property situate, lying and being in

the County of De Soto, State of Florida, to-wit:

...
All that tract of land lying and being in the County of DeSoto and State of Florida, more particularly described as follows:

PARCEL 1: All of Section One (1), Township Thirty-eight (38) South, Range Twenty-six (26) East, containing 662.98 acres, more or less, being the same land conveyed to the United States of America by the Southern Florida Land Company, a corporation incorporated under the laws of the State of Minnesota, by deed dated April 19, 1919, filed for record on June 28, 1919, and recorded among the land records of the said County at page 310 of Deed Book 203; together with the improvements thereon.

PARCEL 2: North half (½) of Section Twelve (12), Township Thirty-eight (38) South, Range Twenty-six (26) East, containing 220 acres, more or less, and West half (½) of Section Six (6), Township Thirty-eight (38) South, Range Twenty-seven (27) East, DeSoto County, Florida, containing 297.34 acres, more or less, being the same land conveyed to the Defense Plant Corporation, a corporation created by Reconstruction Finance Corporation pursuant to Section 50 of the Reconstruction Finance Corporation Act, as amended, by Ruby-Riddle Company, a corporation existing under the laws of the State of Florida, under deed dated April 18, 1942, filed for record on April 24, 1942, and recorded among the land records of said County at page 165 of Deed Book 236; together with the improvements thereon.

All of the above-described lands are subject to existing roads, public utilities, easements and rights-of-way, objections, encroachments and other encumbrances or deficiencies in area or description of said property which might be revealed by a title search or survey.

Said land was duly declared surplus and was assigned by the Surplus Property Administration, predecessor in function to the War Assets Corporation and the War Assets Administration, to the Federal Works Agency, as disposal agent, pursuant to the provisions contained in the above-cited legislation and WAA Regulation 1 as amended.
-TO HAVE AND TO HOLD the same, together with all and singular the
appurtenances thereunto belonging or in any wise appertaining, and all
the estate, right, title, interest or claim whatsoever of the said parties
of the first part, either in law or equity, to the only proper use, ben-
fit for and behalf of the said party of the second part and its assigns
forever, provided however that this conveyance is made and accepted upon
each of the following conditions subsequent which shall be binding upon
and enforceable against said party of the second part, and its assigns
and each of them, as follows:

**FIRST:** That for a period of ten (10) years from the
date of this conveyance the premises above
described shall be continuously used "in place" as and for a mental hospital branch of the
Florida State Hospital, and for incidental
purposes pertaining thereto but for no other
purposes.

**SECOND:** That for a period of ten (10) years from the
date of this conveyance the party of the second
part and its assigns shall file a semi-annual
report with the War Assets Administration or its
successor in function, setting forth pertinent
data establishing its continuous use for the pur-
poses first above set forth.

**THIRD:** That it will not resell or lease said premises
within ten (10) years from the date of this
instrument without first obtaining the written
authorization of the War Assets Administration
or its successor in function to such resale or
lease.

That in the event there is a breach of any of the above conditions
by the party of the second part or its assigns, whether caused by the
legal inability of said party of the second part, or its assigns, to
perform said conditions, or otherwise, during said ten-year period, all
right, title and interest in and to the said premises shall at the option
of the United States revert to and become the property of the United States, which shall have the immediate right of entry upon said premises and the party of the second part or its assigns shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging;

PROVIDED HOWEVER, that the failure of the United States to insist in any one or more instances upon complete performance of any of the foregoing conditions subsequent shall not be construed as a waiver or relinquishment of the future performance of such condition, but the obligations of the party of the second part with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER that in the event the United States fails to exercise its option to reenter the premises for any such breach within eleven years from the date hereof, all of the foregoing conditions subsequent, together with all rights of the United States to reenter thereon as hereinabove provided shall as of that date terminate and be extinguished.

IN THE EVENT THE PARTY OF THE SECOND PART, during the ten-year period first above referred to, replaces the temporary structures and improvements on the described premises at the date hereof with permanent structures and improvements to be used for the same purposes as set out in condition numbered FIRST above, it may make application to the War Assets Administra-tion or its successor in function for, and the latter may, in its discretion, abrogate the conditions subsequent together with all rights of reentry hereinabove contained.

During the said ten-year period, the party of the second part may secure abrogation of the conditions subsequent together with all rights of reentry, hereinabove contained by:
(a) Payment of the unamortized portion of the 100% discount allowed the party of the second part from the current market value of the premises in amount $209,317.00; which amortization shall be at the rate of 10% for each completed twelve (12) months of operation in compliance with the terms of transfer, and

(b) Approval of the War Assets Administration, or its successor in function.

The party of the second part, by the acceptance of this deed, covenants and agrees, for itself, and its assigns that the United States of America shall have the right during the existence of any national emergency declared by the President of the United States of America or the Congress thereof, to the full unrestricted possession, control and use of the premises or any part thereof, including any additions or improvements thereto made subsequent to this conveyance, without charge EXCEPT THAT the United States of America shall be responsible during the period of such use, if occurring prior to September 29, 1957, for the entire cost of maintaining the premises or any portion thereof so used and shall pay a fair rental for the use of any installations or structures which have been added thereto without federal aid; PROVIDED HOWEVER, that if such use is required after September 29, 1957, or the party of the second part, or its assigns has secured the abrogation of the conditions subsequent together with all rights of reentry as hereinabove provided, the United States of America shall pay a fair rental for the entire portion of the premises so used.

IN WITNESS WHEREOF, the parties of the first part have caused these presents to be executed in their names by the Federal Works Agency,
acting by and through Philip B. Fleming
Federal Works Administrator of the Federal Works Agency, and the seal
of the Federal Works Agency to be hereunto affixed the day and year
first above written.

UNITED STATES OF AMERICA
Acting by and through
FEDERAL WORKS AGENCY
By
Federal Works Administrator

WITNESSES:

RECONSTRUCTION FINANCE CORPORATION
Acting by and through
FEDERAL WORKS AGENCY
By
Federal Works Administrator

UNITED STATES OF AMERICA )
DISTRICT OF COLUMBIA ) SS

I HEREBY CERTIFY, that on this 19 day of November, 1947,
personally appeared Philip B. Fleming, to me well known as the person
described in and who executed the foregoing instrument, and acknowledged that he, , as Federal Works Administrator of the Federal Works Agency, executed the same for the purposes therein expressed as the free act and deed of the United States of America and the free act and deed of the Reconstruction Finance Corporation, and affixed thereto the official seal of the Federal Works Agency and that the said instrument is the act and deed of the United States of America and the act and deed of the Reconstruction Finance Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Washington, D. C., this day of , 1947.

(SEAL)

Notary Public

My commission expires , 1947.
DISTRICT OF COLUMBIA, SS:  

No. 171504

I, CHARLES W. STEWART, Clerk of the District Court of the United States for the District of Columbia, the said being a Court of Record, having by law a seal, do hereby certify that

before whom the annexed instrument in writing was executed, and whose name is subscribed thereto, was at the time of signing the same a NOTARY PUBLIC in and for said District duly commissioned and sworn, and authorised by the laws of said District to take the acknowledgment and proof of deeds or conveyances of lands, tenements, or hereditaments, and other instruments in writing, to be recorded in said District, and to administer oaths; and that I am well acquainted with the handwriting of said Notary Public and verify believe that the signature to said instrument and impression of seal thereon are genuine, after comparison with signature and impression of seal filed in this office.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Court, at the City of Washington, D.C., on the 22nd day of Oct., A.D. 19--.

By:  

H. W. HULL  
Deputy Clerk.
STATE OF FLORIDA
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

DEED

No. 25686.

THIS INDENTURE, Made and entered into this 18th day of
October, A. D. 1976, between the BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, party of
the first part, Grantor herein, and CALVIN HOUCHLAND, whose
address is Route 1, Box 146, Arcadia, Florida 33821, party of
the second part, Grantee herein,

WITNESSETH:

That the Grantor, for and in consideration of the sum
of Ten Dollars ($10.00) and other good and valuable consideration,
receipt of which is hereby acknowledged, has granted, bargained
and sold, and does by these presents hereby grant, bargain and
sell unto the Grantee, his heirs and assigns, that piece or parcel
of land situate, lying and being in the County of DeSoto,
State of Florida, to-wit:

Begin at the NW Corner of Section 6, Township 38
South, Range 27 East; thence South 1°20' East
654.63 feet, thence S 89°58' West 723 feet;
thence N 1°20' West 654.73 feet to North line of
said Section, thence North 89°58' East along
North line of said Section 723 feet to Point of
Beginning; containing 10.86 acres, more or less.

TO HAVE AND TO HOLD the above-described premises in fee
simple forever, subject to outstanding easements, reservations
and other interests appearing of record.

IN WITNESS WHEREOF, the Trustees for and on behalf of
the Board of Trustees of the Internal Improvement Trust Fund of
the State of Florida have hereunto subscribed their names and
have caused the official seal of said Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida to be

LEGAL DESCRIPTION APPROVED
AND
THIS INSTRUMENT WAS PREPARED BY
JAMES T. WILLIAMS
ELLIOTT BUILDING
TALLAHASSEE, FLORIDA 32304
hereunto affixed, in the City of Tallahassee, Florida, on the day and year first above written.

[Signatures]

Governor

Secretary of State

Attorney General

Commissioner of Agriculture

As and Constituting the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

This instrument is executed in the name of the Board of Trustees of the Internal Improvement Fund, by a majority of its members. Reference is made to "27 So. 2nd 524", Watson v. Caldwell in which the Supreme Court held that a majority of the Trustees may legally act for the entire Board.
This Warranty Deed Made the 9th day of September A.D. 1976, by

CALVIN HOUGLAND——-

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

where postoffice address is
Tallahassee, Florida

hereinafter called the grantor.

In consideration of the sum of $10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, transfers, assigns, re-
leases, conveys and confirms unto the grantee, all that certain land situate in
County, Florida, viz:

PARCEL A: Begin at the SW corner of Section 36, Township 37 S., Range 82 W.,
Chancer N 0°35'30" W., along west line of said Section 36, 82.95 ft, to
South R/W of new S.R. 970, thence N 89°56'56" E., along said R/W, 3309.63
ft, to east line of said Section 36; thence S 0°15'30" E., along said
east line, 68 ft, to SE corner of said Section 36; thence S 89°29'30" W., along
South line of said Section 36, 3309.57 feet to P.O.B.,
being 8.95 acres.

PARCEL B: Begin at the SW corner of Section 31, Township 37 S., Range 82 W.,
Chancer N 0°15'30" W., along west line of said Section 31, 68 feet
To South R/W of new S.R. 970, thence N 89°57'30" E., along said R/W
1882.83 ft., thence S 1720'E., 68.27 ft., to South line of said Section 31; thence S 89°58' W. along said South line, 1587.11 feet to P.O.B.,
being 2.64 acres.

To Have and to Hold, the same in fee simple forever.

The grantor hereby covenants with said grantee that the grantor has good right and lawful authority to sell and convey said lands, that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons wheresoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1976.

In Witness Whereof, the said grantor has hereunto set his hand and seal this day of

[Signature]

[Seal]

STATE OF FLORIDA
COUNTY OF DeSoto

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized to take acknowledgment, personally appeared

——— CALVIN HOUGLAND—-

having been informed in said place and sworn to the}

factual information and

acknowledged before me the

date

WITNESSES

My Commission Expires: 

[Signature]

[Seal]

Notary Public, State of Florida at Large

A.D. 1976

[Signature]

[Seal]
APPENDIX I (c)
Agreements
and Sublease
Sublease from
The Department of Corrections
to
The Department of Agriculture and Consumer Service
for the purpose of a
Fire Observation Tower Site
SUBLEASE

WHEREAS, the Florida Department of Corrections is in possession of certain lands in the County of DeSoto, State of Florida, by virtue of Lease No. 2937 from the State of Florida Board of Trustees of the Internal Improvement Trust Fund, and

WHEREAS, the Florida Department of Corrections is desirous of providing land at DeSoto Correctional Institution in DeSoto County, to the Florida Department of Agriculture and Consumer Services, and

WHEREAS, the Florida Department of Agriculture and Consumer Services is desirous of constructing, maintaining and operating a Fire Observation Tower on a portion of the unoccupied and available land of the Florida Department of Corrections in DeSoto County, Florida.

NOW, THEREFORE, THIS SUBLEASE made between the FLORIDA DEPARTMENT OF CORRECTIONS, as Sublessor, and the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, as Sublessee,

WITNESSETH:

Sublessor does hereby sublease to the said Sublessee the following described real property located in DeSoto County, Florida, to-wit:

Commence at the NE corner of Section 1, Township 38 South, Range 26 East, DeSoto County, Florida; thence S 89°59'30" W along North line of said Section 1, 1842.10 ft.; thence S 6°30'30" W, 294.35 ft. to P.O.B.; thence continue same line, 104.36 ft., thence S 83°29'30" E, 104.36 ft.; thence N 6°30'30" E, 104.36 ft.; thence N 83°29'30" W, 104.36 ft. to P.O.B.

Bearings based on assumed meridian along the North line of Section 1, Township 38 South, Range 26 East containing one-quarter of an acre, more or less.

To have and to hold the above-described property for a period of thirty (30) years from the date hereof. The Sublessee may extend this sublease for two (2) consecutive ten (10) year periods with the written approval of the Sublessor or its statutory successor. The option to extend the term of this sublease as hereinabove set forth shall not become effective unless and until the Sublessee shall notify the Sublessor in writing not less than six (6) months prior to the expiration date.
of said sublease. This sublease is subject to the following terms and conditions:

1. There will be no rental payments due by the Sublessee to the Sublessor for the sublease of the herein described property, unless required by law at a future date, inasmuch as the parties hereto agree that the services which are being rendered and will continue to be rendered by the Sublessee to the employees of the Sublessor are approximately equivalent to a reasonable charge for rent, services and utilities.

2. The Fire Observation Tower to occupy the land above-described shall be constructed of standard equipment and be maintained in good and safe condition.

3. Sublessee shall complete the construction of the proposed Fire Observation Tower within one (1) year from the date of this instrument; otherwise, this sublease shall then be void. Upon completion of the Fire Observation Tower within the specified period and on the premises the right of Sublessee to occupy and use said premises herein described for the purpose herein mentioned shall run so long as the Sublessee, or its successors, shall occupy said premises with the Fire Observation Tower in compliance with the conditions herein set forth.

4. The Department of Corrections reserves the right to use said premises provided such use shall not interfere with the use of said Fire Observation Tower.

5. That this permit imposes no obligation or liability of any character whatsoever upon the Department of Corrections in reference to the Fire Observation Tower, its construction, operation or maintenance, or damage which may result by fire, lightning, storm or other casualty thereto or therefrom, and Sublessee will hold the Department of Corrections harmless in all matters arising hereunder.

6. The Department of Corrections reserves the right to cancel this permit for violation of its conditions by Sublessee, such cancellation to become effective sixty (60) days after notice to the Sublessee.
7. If in the judgment of the Department of Corrections the presence, operation or maintenance of the said Fire Observation Tower shall hinder or in any way interfere with the management, operation or interests of DeSoto Correctional Institution, the Department of Corrections may upon sixty days notice to Sublessee cancel this agreement.

8. The Sublessor hereby agrees to allow representatives of the Florida Department of Agriculture and Consumer Services to have ingress and egress at all times to the towersite as described in Section 1, Township 38 South, Range 26 East for the construction, maintenance and operation of such tower.

IN TESTIMONY WHEREOF, the lawfully designated agents of the STATE OF FLORIDA DEPARTMENT OF CORRECTIONS AND DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES have hereunto subscribed their names and have caused their official seals to be hereunto affixed, in the City of Tallahassee, Florida, on the day and year first written above.

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

Witness

Witness

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this day of ___________ 19____, by ___________ as Director, Division of State Lands.

Notary Public

My Commission Expires:

(SEAL)
FLORIDA DEPARTMENT OF CORRECTIONS

Witness

Witness

STATE OF FLORIDA DEPARTMENT OF CORRECTIONS

By: ___________ Secretary

SEEN BY: ___________
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 15th day of June, 1988, by Doyle Conner as Commissioner of Agriculture.

Diane R. Foster
Witness

My Commission Expires:
Notary Public

[Signature]

Approved as to form and legality
By:
Senior Attorney
Agreement between
The Department of Corrections
and
DeSoto County, Florida

For the purpose of operating and maintaining a
Wastewater Treatment Facility and Sprayfiled
AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
DESOOTO COUNTY

THIS AGREEMENT made and entered into this 26th day of August, 2003, by and between the Florida Department of Corrections, an agency of the State of Florida (the "Department") and DeSoto County, a political subdivision of the State of Florida (the "County").

WHEREAS, the Department leases land from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, ("BTITF"), located in DeSoto County, Florida, commonly known as the DeSoto Correctional Institution ("DCI").

WHEREAS, the County is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water and wastewater service, to the Department and Customers on the Property.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, the Department and the County hereby represent, covenant and agree as follows:

I. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

A. "County Property" - means the minimum number of acres necessary not to exceed 300 acres, conveyed, by lease, to the County by the Department or the BTITF through the Division of State Lands of the Department of Environmental Protection (DEP), the description of which shall be formalized in a survey to be agreed upon by both parties in accordance with Section III (A).

B. "Customers" - means any public entity located on the property, as determined by the Department of Corrections.

C. "Existing Improvements" - means all water and wastewater improvements, the description of which shall be contained in an amendment of this agreement.

D. "Future Improvements" - means all water and wastewater improvements to be constructed and owned by the County on the County Property up to and including the Point of Delivery and Collection.

E. "Improvements" - refers to the Existing Improvements and Future Improvements, collectively.

F. "Point of Delivery" - shall mean the point where the water meter owned by the County connects to the water distribution system owned by the Department or the Customers. All pipes will be owned and maintained by the
County up to the Point of Delivery. The Department or the Customers will be responsible for maintenance of service pipes from the Point of Delivery to the Department's or Customer's facilities or buildings.

G. "Point of Collection" - means the point where the wastewater pipes of the County are connected with the wastewater pipes of the Department or the Customers. Said point shall be the point in which the pipes owned by the Department connect to the pipes owned by the County located at the point where the County Property and the Property meet. All pipes will be owned and maintained by the County up to the Point of Collection. The Department or the Customers will be responsible for maintenance of service lines from the Point of Collection to the Department's or Customer's facilities or buildings.

H. "Property" - means the lands and improvements thereon currently leased to the Department, located in DeSoto County, Florida, which are more particularly described in Exhibit "A" appended hereto and incorporated herein.

I. "Public Entity" - defined as either a local, state, or federal agency, or a private entity engaged in a business that furthers the mission of these agencies or an agency employee residing on the Property.

J. "Reuse" - defined as effluent water that can be used to flush toilets, wash laundry, and landscape irrigation.

K. "Secured Area" - means any restricted access area secured by fencing and/or guards in which inmates or clients are housed or otherwise detained.

L. "Service" - means the furnishing of water treatment and distribution and wastewater collection, treatment and disposal by the County.

II. WHEREAS CLAUSES
The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement.

III. CONTRACT TERM AND RENEWAL

A. Contract Term

This Contract shall begin on August 22, 2003 or the date on which it is signed by both parties, whichever is later, and shall end at midnight on August 21, 2023. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

The Department has the option to renew this Contract for one (1) additional 20-year term after the initial Contract period upon the same terms and conditions contained herein. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the County's performance of this Contract and subject to the availability of funds. The Department, if it desires to exercise its renewal option, will provide written notice to the County no later than one-year (three hundred and sixty five (365))
days) prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the Department choose to renew this Contract.

IV. SCOPE OF WORK

A. General Overview of Services:

The County shall provide treatment and distribution of potable water and collection, treatment and disposal of wastewater for the Department and Customers. The County may utilize the plans and permits obtained from the Department for the reuse of treated effluent in the flushing of toilets, laundry, and landscape irrigation.

B. County Staffing Requirements:

1. Staff Conduct

Any County staff performing any services under this Contract while on Department property shall adhere to the following requirements, as applicable:

a. County staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.

b. County staff shall not deal with any inmate except in a relationship that supports Services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The County shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.

c. County staff shall not enter into any business relationship with inmates or their families (example — selling, buying or trading personal property), or personally employ them in any capacity.

d. County staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.

e. County staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the County or the State. In providing services pursuant to this Contract the County shall ensure that his/her employees avoid both misconduct and the appearance of misconduct.

f. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including
proposed action to be taken by the County. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the County to appropriate action, up to and including termination of this Contract.

g. The County shall report any incident described above, or requiring investigation by the County, in writing, to the Contract Manager or their designee within twenty-four (24) hours, of the County’s knowledge of the incident.

h. County employees performing services under this contract shall maintain a complete written inventory of all tools and equipment being used or carried on Department property and shall be familiar with the Department’s Policy and Procedure on “Entering and Exiting FDC Institutions. All tools and equipment are subject to daily searches.

2. Employment of Staff

a. The County’s staff assigned to work on Department Property under the terms of this Contract shall be subject, at the Department’s discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. In order to carry out this records check, the County shall provide, prior to commencing services upon Department Property or upon request, the following data for any individual County or subcontractor’s staff assigned to perform work on Department Property under the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver’s License Number and State of Issue. The Department shall review the submitted employee information and make a determination within 5 business days.

b. The County shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new County staff being hired whom will be assigned to work on Department property under the Contract. The County shall not offer employment to any individual or assign any individual to work on Department property under the Contract, who has not had an NCIC/FCIC background check conducted.

c. The County’s staff and any new hires shall also submit to fingerprinting by the Department of Corrections upon request for submission to the Federal Bureau of Investigation (FBI). The County shall not consider any new employees assigned to work on Department property under this Contract to be on permanent status until a favorable report is received by the Department from the FBI.

d. The Department has full discretion to require the County to disqualify, prevent, or remove any staff from any work under this Contract. The Department is under no obligation to inform the County of the records check findings or the criteria for disqualification or removal.
e. No person who has been barred from any Department facility shall provide services on Department Property under this Contract.

f. The County shall not permit any individual to provide Services on Department Property under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the County's agency that are independent of the Contracted Services.

g. The County shall immediately report any new arrest, criminal charges or convictions and any active felony or misdemeanor supervision of any current employee or agent performing Services on the Department's Property under this Contract.

C. Implementation Schedule and Service Delivery Times

The parties' performances and obligations under this Agreement are contingent upon submission by the county to the Department within 90 days from the date of execution of this agreement results of all analyses to be conducted by the county to determine the boundary of the property and the easement to be conveyed under this Agreement. These analyses may include Phase I environmental assessment and determination of soil and geo-technical conditions. Failure by the county to submit to the Department within 90 days from the date of the execution of this agreement the results of these analyses together with the boundary surveys acceptable to the Department, shall render this agreement null and void. The Department agrees to fully cooperate with the County in furtherance of the analyses and in the determination of the location of the boundary of the property and the easement. All analyses and surveys referred to herein shall be performed at the County's expense.

Upon transfer of operational control of the Existing Improvements to the County by the Department, the County shall provide potable water and wastewater services to the Department and the Customers. Potable water services provided under this Agreement shall be of sufficient quantity (including fire flow) and quality, subject to the conditions and limitations set forth herein. Wastewater treatment services provided under this Agreement shall be of sufficient capacity, subject to the conditions and limitations set forth herein. The County shall provide said services 24 hours a day - 365 days a year within the parameters set forth in this Agreement.

In case of any interruption, the County shall make all reasonable efforts to provide continuous Service to the Department and its Customers in accordance with all local, state, and federal rules and regulations.

The County shall provide Desoto C.I.'s Warden and the Contract Manager a minimum of 48 hours written advance notice for any scheduled maintenance requiring interruption of Service by the County's water and/or wastewater system. The County shall obtain written acknowledgement of such maintenance or downtime from Desoto C.I.'s Warden prior to interrupting water service to Desoto C.I.
D. **General Reporting Requirements:**

The County agrees to provide copies, upon request, of water tests required by any local, state or federal regulations.

The County shall supply, upon request, a comprehensive chemical analysis report of the water supplied to the Department to include primary and secondary drinking water standards, VOC, UCC, and radiological analyses.

The County shall provide a Consumer Confidence Report to the Contract Manager for the Department and to each of the Customers located on the Department’s property annually.

E. **Deliverables:**

The County shall provide treatment and distribution of potable water and collection, treatment and disposal of wastewater for the Department and Customers.

Obligations of the County to provide potable water and wastewater services as set forth herein shall be subject to all requirements imposed upon the County by law, including the issuance of all required permits by the Florida Department of Environmental Protection and other regulatory agencies having jurisdiction.

F. **Performance Standards (Measures):**

The County’s water supply system shall be capable of maintaining a pressure of 60 pounds per square inch (psi) at the point of delivery, with a demand of 500 gallons per minute (gpm) at DeSoto CI during peak flow conditions. The County shall deliver wastewater services consistent with all of the requirements of Section H.

G. **Contract Monitoring:**

The parties understand and acknowledge that Services being provided under this Contract are provided through a utility company regulated in accordance with various local, state and federal regulations with which certain compliance is mandatory and monitored by those agencies. Accordingly the Contract Manager will be limited to periodic reviews to monitor administrative performance issues and determine Contract compliance.

H. **Ownership of Improvements; Provision of Service**

1. **Operation and Ownership**

   Upon receipt by the Department of the agreed-upon analyses and the surveys timely submitted by the County to the Department as required in Section IV(C) and upon receipt by the County of all required permits necessary for the operation of the Existing Improvements, the Department shall within twenty days do the following:
a. Transfer operational control of the Existing Improvements to the County and provide a utility easement to the County to allow the County access to the Existing Improvements and the wells.

b. Request that the BTIITF provide a release of lease to the Department for the lands described in the approved survey.

c. Request that the BTIITF provide a 50-year lease to the County for the lands described in the approved survey.

d. Should the County fail to utilize any or all of the lands conveyed for the purpose of providing water and wastewater service within 5 years from the date of transfer, the lands will revert to the Department pursuant to the reversion clause to be contained in the County's lease from the BTIITF.

2. Capacity Charges

Upon assuming operational control of the Existing Improvements, the County shall provide the Department and the Customers with a combined minimum of Three Hundred Sixty thousand gallons per day (360,000 gpd) of water and minimum of Three Hundred thousand gallons per day (300,000 gpd) of wastewater capacity (the "Initial Capacity") with a future expansion of up to a combined maximum of Five Hundred thousand gallons per day (500,000 gpd) of water and maximum of Five Hundred thousand gallons per day (500,000 gpd) of wastewater capacity ("Reserved Future Capacity") upon County's completion of the Future Improvements or two years from the effective date of this Agreement, whichever occurs first.

The County shall not assess impact/capacity fees associated with any current Department or Customer owned buildings or buildings which might be constructed by the Department or Customers in the future on the remaining land leased to the Department under its existing Trustees' Lease. Any future capacity requested by the Department shall be provided at the same cost, terms and conditions applicable to similarly situated County-wide water and wastewater Customers.

Nothing contained herein shall limit the interconnection of the Improvements to the County-wide utility system. Such Interconnect shall serve to transmit excess capacity to other County customers and provide future capacity and emergency flow to the Department and Customers.

3. Reuse

The Department will allow the County to use the existing engineering plans for a wastewater reuse facility designed by Hartman and Associates. The County intends to construct a wastewater reuse facility at the Property at such time as the County secures grant funding to cover the full capital cost of the wastewater reuse facility.
4. Wells

The Department will maintain ownership of property housing four existing potable water wells that are not contiguous to the County property. The County will be provided an easement to each well along the water line. The County will maintain wells as long as needed by the County. If not needed the County will abandon the wells in accordance with federal, state and local laws.

1. Maintenance of County Property.

The County shall at no cost to the Department or State of Florida, maintain the grounds of the County Property, including any buildings and improvements therein, in good, sanitary and neat order, condition and repair. Such maintenance shall include, but not be limited to, painting, janitorial, fixtures and appurtenances, landscaping of grounds within the County Property as well as buildings and improvements. The County shall also comply and abide by all Federal, State, Municipal and other Governmental Statutes, regulations and ordinances governing use of the County Property.

J. Easements.

Notwithstanding the terms of this agreement, the Department and/or State of Florida, shall have the right to grant exclusive or non-exclusive rights, privileges and easements to other entities, necessary to the operation of the DCI and Customer facilities. However, any such grant shall not unreasonably interfere with any water or wastewater easements or improvements.

K. Secured Areas.

At no time shall the County or any agent of the County interrupt or enter upon or within any Secured Areas located on the Property without prior consent from the Department, or the Customer. The County, its agents and employees shall at all times comply with the rules and procedures of the Department while on Department property to perform Services under this agreement.


The County is accepting the land in its "as is" condition. During the County's construction, maintenance and operation of the water and wastewater treatment facilities the County shall comply with all applicable laws and regulations regarding waste and hazardous materials affecting the Property. The County shall not do, or suffer to be done, in, on or upon the Property any act which may result in damage or depreciation of value to the Property or any part thereof due to the release of waste or hazardous materials on the Property. Nothing in this Section should be construed as a waiver by any of the parties of any claim against another party responsible for any costs of environmental damage and clean-up on the Property.
V. COMPENSATION

A. Payment

1. The Department shall pay the County the following bulk rate for Service: water $6.47 base facility charge per month and $2.41 per thousand gallons, less a credit of $6.47 per month and a credit of $1.31 per thousand gallons for assets and facilities; wastewater $13.85 base facility charge per month and $2.38 per thousand gallons, less a credit of $13.85 per month and a credit of $3.36 per thousand gallons for assets and facilities. These rates shall be fixed at the time of execution of this Agreement and shall remain the same for four full Department fiscal years. Thereafter the rates may be increased or decreased in accordance with the same rate adjustment in effect for same class of customer.

2. The Department shall pay the County the following rate for reuse $.50 per thousand gallons.

B. Submission of Invoice(s)

The County shall provide and read, on a monthly basis, one master meter to meter all water being delivered to the Department and the Customers. The wastewater billed to the Department shall be calculated as 75% of the water delivered. The County shall be responsible for billing and collection of monthly fees from the Department.

The County agrees to submit invoices monthly for compensation for services in detail sufficient for a proper pre-audit and post-audit thereof. The County shall submit invoices pertaining to this Contract to:

FINANCE AND ACCOUNTING
Department of Corrections
20421 Sheridan Street
Ft. Lauderdale, FL 33332
(954) 252-6595 phone

A copy of all invoices must be sent to the Contract Manager listed in Section VI, A.

C. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

DeSoto County Utilities
201 East Oak Street Suite 201
Arcadia, Florida 34266
(863) 993-4800 phone
(863) 993-4819 fax
FEID#: 59-6000579
D. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the County that occurs as a result of this Contract.

E. County's Expenses

The County shall pay for all licenses, permits, and inspection fees or similar charges required to provide services as specified in this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

F. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for Services under this Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

G. Tax Exemption

The Department agrees to pay for contracted Services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of Services.

H. Timeframes for Payment and Interest Penalties

The County providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITB or RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or Services are received, inspected, and approved.

2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the County. The interest penalty provision applies after a thirty-five (35) day time period to health care Contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the County requests payment. Invoices, which have to be returned to the County because of County preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.
I. Final Invoice

The County shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contract, whichever occurs last. If the County fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

J. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Toll Free Hotline.

VI. CONTRACT MANAGEMENT

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Robert W. O'Connor, Warden
DeSoto Correctional Institution
13617 S.E. Highway 70
Arcadia, Florida 34266
(863) 494-3727 phone
786-7201 suncom
(863) 494-1740 fax
oconnor.robert@mail.dc.state.fl.us

The Contract Manager will perform the following functions:

1. Serve as the liaison between the Department and the County;
2. Verify receipt of deliverables from the County;
3. Monitor the County's progress;
4. Evaluate the County's performance;
5. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract;
6. Review, verify, approve invoices from the County; and
7. Forward approved invoices to Finance and Accounting.
8. Evaluate County performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.
B. **Department's Contract Administrator**

The Contract Administrator for this Contract will be:

Lisa M. Bassett, Chief  
Bureau of Purchasing  
Department of Corrections  
2601 Blair Stone Road  
Tallahassee, Florida 32399-2500  
(850) 488-6671 (telephone)  
(850) 922-5330 (facsimile number)  
bassett.lisa@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

1. Maintain the official Contract file;
2. Process all Contract amendments, renewals, and termination of the Contract;
3. Maintain the official records of all correspondence between the Department and the County.

C. **Warden**

The Warden at DeSoto C.I. is:

Robert W. O'Connor, Warden  
DeSoto Correctional Institution  
13617 S.E. Highway 70  
Arcadia, Florida 342186  
(863) 494-3727 phone  
786-7201 suncom  
(863) 494-1740 fax  
oconnor.robert@mail.dc.state.fl.us

D. **DeSoto County's Representative**

The name, title, address, and telephone number of the County's representative responsible for administration and performance under this Contract is:

DeSoto County Board of Commissioners  
Attn: James V. Chisholm  
DeSoto County Administration Building  
201 E. Oak Street, Suite 201  
Arcadia, FL 34266  
(863) 993-4587 phone  
(863) 993-4809 fax

E. **Contract Management Changes**

After execution of this Contract, any changes in the information contained in Section VI, Contract Management, will be provided to the other party in
writing and a copy of the written notification shall be maintained in the official Contract record.

VII. CONTRACT MODIFICATION

Modifications to the provisions of this Contract, with the exception of Section VI, Contract Management, shall be valid only through execution of a formal Contract amendment.

VIII. TERMINATION

A. Termination at Will

This Contract may be terminated by either party upon no less than three hundred sixty-five (365) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the County. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Termination for Cause

If a breach of this Contract occurs by the County, the Department may, by written notice to the County, terminate this Contract upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

D. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act, shall be grounds for unilateral cancellation of this Contract.

VIII. CONDITIONS

A. RECORDS

1. Public Records Law

The County agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the
2. Audit Records

a. The County agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

b. The County agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

3. Retention of Records

The County agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract for a period of five (5) years. The County shall maintain complete and accurate record keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the County at the address listed in Section VI, D., the County’s Representative of the address listed in Section V., C., Official Payee, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department’s Inspector General for review. All documents must be retained by the County at the County’s primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The County shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The County shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if when the records are moved to a new location.

B. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Section 403.7065 and Section 287.045, Florida Statutes.
C. Employment of Department Personnel

The County shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

D. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of this Contract.

E. Americans with Disabilities Act

The County shall comply with the Americans with Disabilities Act. In the event of the County's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the County may be declared ineligible for further contracts.

F. Indemnification

NOTE: This section is not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, Florida Statutes.

The County shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the County, or its employees or agents, in the course of the operations of this Contract, including any claims or actions brought under Title 42 USC § 1983, the Civil Rights Act.

G. Contractor's Insurance

The County shall procure and maintain policies of fire, extended risk and liability insurance coverage or self-insure through the water and wastewater utility system with any or all of said 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 County Property. Upon the execution of this Contract, the County shall furnish the Contract Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

H. Independent Contractor Status

The County shall be considered an independent contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the County shall perform its work and functions other than
as provided herein. Nothing in this Contract is intended to, nor shall be
deemed to constitute, a partnership or a joint venture between the parties.

I. Disputes

Any dispute concerning performance of this Contract shall be resolved
informally by the Contract Manager, if it cannot be resolved by the Contract
Manager, the parties shall contact Marta Villacorta, Regional Director,
Region IV, at 5610 NW 9th Ave. Ft. Lauderdale, FL 33309. If the dispute
cannot be resolved informally at that level, it shall be reduced to writing and
delivered to Ronnie Cain, Chief of Facilities Services, Department of
Corrections at 2901 Blair Stone Road Tallahassee, FL 32390-2500. The
Chief of Facilities shall decide the dispute, reduce the decision to writing and
deliver a copy to County, the Contract Manager and the Contract
Administrator.

Dispute resolution process - The provisions of Chapter 120, Florida
Statutes (the Administrative Procedures Act) and Rules 28-5.101-504,
Florida Administrative Code (the Model Rules of Procedure of the
Administration Commission) will apply to the resolution of any formal
claim or dispute arising out of this Contract. However, each party agrees
to initially try to resolve any disputes by informal negotiations, as outlined
above.

J. Subcontracts

The County is fully responsible for all work performed under this Contract.
The County may, upon receiving written consent from the Department's
Contract Manager, enter into written subcontract(s) for performance of
certain of its functions under the Contract. No subcontract, which the County
enters into with respect to performance of any of its functions under the
Contract, shall in any way relieve the County of any responsibility for the
performance of its duties. The County shall make all payments to
subcontractors.

If a subcontractor is utilized by the County, the County shall pay the
subcontractor within seven (7) working days after receipt of full or partial
payments from the Department, in accordance with Section 287.0585, Florida
Statutes. It is understood and agreed that the Department shall not be liable to
any subcontractor for any expenses or liabilities incurred under the subcontract
and that the County shall be solely liable to the subcontractor for all expenses
and liabilities under this Contract. Failure by the County to pay the
subcontractor within seven (7) working days will result in a penalty to be paid
by the County to the subcontractor in the amount of one-half (1/2) of one
percent (1%) of the amount due per day from the expiration of the period
allowed herein for payment. Such penalty shall be in addition to actual
payments owed and shall not exceed fifteen percent (15%) of the outstanding
balance due.

K. Assignment

The County shall not assign its responsibilities or interests under this
Contract to another party without prior written approval of the Department's
Contract Manager. The Department shall, at all times, be entitled to assign
L. **Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

M. **Severability**

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

N. **Use of Funds for Lobbying Prohibited**

The County agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial branch, or a state agency.

O. **Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the County as a result of any discussions with any Department employee. Only those communications that are in writing from the Department's staff identified in Section VI., Contract Management, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the County's representative identified in Section VI., D., which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the County.

P. **Conflict of Interest**

The County shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the County. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The County shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the Services required under this Contract.
Q. **State Licensing Requirements**

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department shall be on file and in good standing with the Florida Department of State.

R. **Public Entity Crimes Information Statement**

A person or affiliate who has been placed on the Convicted Contractor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Contractor List.

S. **Discriminatory Vendors List**

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity.

T. **Governing Law and Venue**

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

U. **No Third Party Beneficiaries**

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.
IN WITNESS WHEREOF, the Department and the County have executed or have caused this Agreement, with the named Exhibit A attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST: DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

By: James V. Chisholm
County Administrator

By: Ronald P. Neads
Chairman

Approved as to form and legal sufficiency:

By: Howard Holzhendler
County Attorney

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this 27th day of August, 2003, before me personally appeared Ronald P. Neads and James V. Chisholm, respectfully, to me known to be the persons who signed the foregoing instrument, as such officers, and each of whom acknowledged the execution thereof to be their free act and deem as such officers for the uses and purposes therein mentioned, and that the said instrument is the act and deed of said corporation, and such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the Day and Year last foresaid.

Notary Public – State of Florida
My Commission Expires:

ATTEST: DEPARTMENT OF CORRECTIONS

By: James V. Crosby, Jr.
Secretary

Approved as to form and legal sufficiency:

By: Lou Vargas
General Counsel
EXHIBIT "C"

SECURITY GUIDELINES

The following items, regarding institutional security, are raised to increase the County's awareness of the prison system environment in which they will be working. These issues are brought to the attention of the County, and employees, agents and/or subcontractors of the County for their use as guidelines during the term of any contract.

1. Do not bring any firearms or weapons of any kind onto the institution's grounds. To do so constitutes a felony. (This includes a prohibition against any weapons in vehicles.)

2. Do not bring any alcohol or controlled substances onto the institution grounds. Lunch boxes, toolboxes and other containers will be checked at the gate.

3. Confirm, with the Institution's Warden or Colonel, where vehicles should be parked.

4. Do not leave keys in ignition or elsewhere in motor vehicles.

5. Lock all vehicles and toolboxes. Wheel locking devices may be required.

6. Keep all keys on the person.

7. Obtain and carry formal identification. (This means a Florida Driver's License or Florida Identification Card.) Proper identification will be required to be admitted to the institution.

8. Establish materials storage and working areas with the Warden or Colonel.

9. Do not shutdown any utilities without the prior approval of the Warden or Colonel.

10. Do not traffic with Inmates. Absolutely no transactions are to occur between County personnel and inmates. This includes a prohibition against giving or receiving anything.

11. Do not communicate with inmates, verbal or otherwise, without the Institution's authorization.

Protection of personnel and equipment

At all times, the Department shall endeavor to protect the equipment and lines necessary for the provision of services pursuant to this Contract. To the extent practicable, the Department shall provide a reasonably secure working environment for County employees performing their functions and responsibilities on DeSoto CI's property pursuant to this Contract; or alternatively, shall advise the County of circumstances beyond its control. Conversely, County employees shall not have any social contact (or any unprofessional relationship) with any inmate while performing services under this Contract. Further, non-prescription drugs, (alcohol, or controlled substance), firearms, knives, or weapons of any type are prohibited on Department grounds. In the event of violation of this provision by a County employee, the Department may terminate the employee's access to DeSoto CI and shall give prompt notice of such termination to the County. All County employees shall agree to comply with all Department security rules, procedures, and guidelines, as may be amended from time to time.
Easement granted by
The Department of Corrections
to
DeSoto County, Florida
for the purpose of Utilities
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement Number 31265

This indenture, made and entered into this 20th day of May, 19---, 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 DESOTO COUNTY, FLORIDA, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinbefore described real property, which is managed by the State of Florida Department of Corrections under Lease Number 2957; and

WHEREAS, GRANTEE desires an easement across the hereinbefore described real property for public ingress and egress and installation, maintenance and repair of public utilities; and

WHEREAS, the State of Florida Department of Corrections, hereinafter referred to as "managing agency", has agreed to the proposed use of this land under this instrument.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive easement unto GRANTEE over and across the following described real property in Desoto 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 Environmental Protection.

2. TERM: GRANTOR does hereby grant to the GRANTEE an easement for fifty years commencing on May 20, 2004, and ending on May 19, 2054, unless sooner terminated pursuant to the provisions of this easement. If the easement is ever abandoned for public ingress and egress and installation, maintenance and repair of public utilities, all right, title, and interest conveyed under this instrument shall automatically revert to GRANTOR, unless sooner terminated pursuant to the provisions of this easement.

3. USE OF PROPERTY AND UNDUE HASSLE: This easement shall be limited to public ingress and egress and the installation, maintenance and repair of public utilities upon and across the property described in Exhibit "A" during the term of this easement. 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 GRANTOR'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. 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. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR.

GRANTEE shall 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 a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including but not limited to, hazardous or toxic substances, petroleum, fuel oil, or petroleum by-products, chemicals or other agents produced or used in GRANTEE's operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of GRANTEE's operations and use of the subject property.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. ASSIGNMENT, TRANSFER OR SUBLEASE: This easement shall not be assigned, transferred or subleased in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.
representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE or any matter pertaining to this easement.

6. NON-DISCRIMINATION: GRANTEE 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 this easement or upon lands adjacent to and used as an adjunct of this easement.

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

8. COMPLIANCE WITH LAW: 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 or the United States or of any political subdivision or agency of either.

9. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 257, 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.

10. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. 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 GRANTOR therein.

11. 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.
12. 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 waterbody or the waters or the air space thereabove.

13. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

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

15. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. 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.

16. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the 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.

17. 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, including attorneys' fees.

18. RECORDING OF EASEMENT: The GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recording a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

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

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

21. SPECIAL CONDITIONS: The following special conditions shall apply to
this easement pursuant to contract between managing agency and GRANTEE dated
August 8, 2003:

1. Neither GRANTEE nor its agents shall interrupt operations or enter
upon or within any secured area located on the property leased by the GRANTOR
to the managing agency pursuant to Lease Number 2937 without prior written
consent of the managing agency or managing agency’s customers [as defined in
the agreement between the managing agency and GRANTEE, dated August 26, 2003,
which is hereby incorporated by reference].

2. GRANTEE shall not prevent, impair or inhibit managing agency’s or
its customers’ use of property leased to managing agency.
IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

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

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

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of May, 2004, by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, acting as an agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Approved as to form and legality

By: Day Attorney

Page 6 of 9
Encumbrance No. 31265

R/11/2003
DESOTO COUNTY, FLORIDA
By its Board of County Commissioners

William H. Altman
Print/Type Name
Title: Chairman

OFFICIAL SEAL

ATTORNEY
County Administrator and Ex-Officio
Clerk of the Board of County
Commissioners of Desoto County

"GRANTEE"

The foregoing instrument was acknowledged before me this 11th day of May, 2007, by William H. Altman and James V. Cheeseman, as Chairman and County Administrator respectively, on behalf of the Board of County Commissioners of Desoto County. They are personally known to me.

Carol Treadwell
Notary Public, State of Florida

Print/Type Notary Name
Commission Number:
Commission Expires:

CAROL TREADWELL
Notary Public, State of Florida
My commission expires March 1, 2008
Comm. No. DD51665

Page 7 of 9
Excerpts No. 31265
EXHIBIT A
LEGAL DESCRIPTION

EASEMENT-1

A PORTION OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 26 EAST, DESOTO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAIL ROAD SPIKE MARKING THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 26 EAST, DESOTO COUNTY, FLORIDA; THENCE RUN S.00°19'00"W., ALONG THE WEST LINE OF SAID SECTION 1, FOR A DISTANCE OF 872.34 FEET; THENCE RUN S.80°41'00"E., FOR A DISTANCE OF 87.58 FEET TO A SOUTHWEST CORNER OF PARCEL-1; THENCE RUN S.84°00'00"E., ALONG THE SOUTH LINE OF PARCEL-1, FOR A DISTANCE OF 220.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.84°00'00"E., FOR A DISTANCE OF 31.12 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S.44°00'00"W., FOR A DISTANCE OF 653.12 FEET; THENCE RUN N.05°28'33"E., FOR A DISTANCE OF 351.42 FEET; THENCE RUN S.66°34'12"W., FOR A DISTANCE OF 25.23 FEET; THENCE RUN N.06°28'33"E., FOR A DISTANCE OF 540.18 FEET; THENCE RUN N.44°00'00"W., FOR A DISTANCE OF 863.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,079.8 SQUARE FEET OR 0.5964 ACRES, MORE OR LESS.

EASEMENT-2

A PORTION OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 26 EAST, DESOTO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAIL ROAD SPIKE MARKING THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 26 EAST, DESOTO COUNTY, FLORIDA; THENCE RUN S.00°19'00"W., ALONG THE WEST LINE OF SAID SECTION 1, FOR A DISTANCE OF 872.34 FEET; THENCE RUN S.80°41'00"E., FOR A DISTANCE OF 87.58 FEET TO THE SOUTHWEST CORNER OF PARCEL-1; THENCE RUN S.84°00'00"E., ALONG THE SOUTH LINE OF SAID PARCEL-1, FOR A DISTANCE OF 421.36 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL-1, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN ALONG THE EAST LINE OF SAID PARCEL-1 THE FOLLOWING COURSE AND DISTANCES: N.05°53'56"E., FOR A DISTANCE OF 340.55 FEET; THENCE RUN N.05°52'22"E., FOR A DISTANCE OF 50.83 FEET; THENCE DEPARTING SAID EAST LINE RUN S.12°50'31"W., FOR A DISTANCE OF 131.87 FEET; THENCE RUN S.09°30'38"W., FOR A DISTANCE OF 230.73 FEET; THENCE RUN S.80°56'10"E., FOR A DISTANCE OF 700.02 FEET TO A POINT ON THE WEST LINE OF EASEMENT-3; THENCE RUN S.00°03'50"W., ALONG SAID WEST LINE, FOR A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID WEST LINE RUN N.69°59'10"W., FOR A DISTANCE OF 689.01 FEET; THENCE RUN S.05°40'12"W., FOR A DISTANCE OF 11.30 FEET; THENCE RUN S.72°07'14"E., FOR A DISTANCE OF 602.66 FEET; THENCE RUN N.05°38'11"E., FOR A DISTANCE OF 327.23 FEET TO A POINT ON THE SOUTHERLY LINE OF AFOREMENTIONED EASEMENT-3; THENCE RUN S.66°34'12"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 28.40 FEET; THENCE RUN S.80°36'11"W., FOR A DISTANCE OF 354.46 FEET; THENCE RUN N.72°07'14"W., FOR A DISTANCE OF 630.88 FEET; THENCE RUN N.05°53'56"E., FOR A DISTANCE OF 24.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 41,875.6691 SQUARE FEET OR 0.9567 ACRES, MORE OR LESS.
EASEMENT-3

A PORTION OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 26 EAST, DESOTO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAIL ROAD SPIKE MARKING THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 26 EAST, DESOTO COUNTY, FLORIDA; THENCE RUN S.00'19"E100'W, FOR A DISTANCE OF 672.34 FEET; THENCE RUN S.89'41"E100'W, FOR A DISTANCE OF 87.58 FEET TO A SOUTHEAST CORNER OF PARCEL-1; THENCE RUN S.84'06"E100'W, FOR A DISTANCE OF 421.38 FEET TO A SOUTHEAST CORNER OF PARCEL-1; THENCE RUN N.05'55"E100'W, FOR A DISTANCE OF 19.21 FEET TO THE NORTHERLY LINE ON EASEMENT-2; THENCE RUN S.80'56"E100'W, FOR A DISTANCE OF 720.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89'56"E100'W, FOR A DISTANCE OF 184.83 FEET; THENCE RUN N.14'37"E100'W, FOR A DISTANCE OF 202.27 FEET; THENCE RUN N.20'37"E100'W, FOR A DISTANCE OF 724.45 FEET; THENCE RUN N.82'52"E100'W, FOR A DISTANCE OF 344.36 FEET; THENCE RUN N.21'23"E100'W, FOR A DISTANCE OF 13.46 FEET; THENCE RUN S.88'41"E100'W, FOR A DISTANCE OF 260.28 FEET; THENCE RUN S.85'55"E100'W, FOR A DISTANCE OF 66.58 FEET; THENCE RUN S.53'04"E100'W, FOR A DISTANCE OF 696.39 FEET; THENCE RUN S.30'50"E100'W, FOR A DISTANCE OF 221.89 FEET; THENCE RUN N.65'46"W100'W, FOR A DISTANCE OF 287.65 FEET TO THE NORTHEAST CORNER OF PARCEL-2; THENCE RUN N.27'24"W100'W, FOR A DISTANCE OF 250.57 FEET TO THE NORTHEAST CORNER OF PARCEL-2; THENCE RUN N.57'40"W100'W, FOR A DISTANCE OF 236.30 FEET TO A NORTHWEST CORNER OF PARCEL-2; THENCE RUN S.35'04"W100'W, FOR A DISTANCE OF 309.14 FEET TO THE SOUTHWEST CORNER OF PARCEL-2; THENCE RUN N.00'00"W100'W, FOR A DISTANCE OF 205.00 FEET; THENCE RUN N.00'03"E100'W, FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 228,896.57 SQUARE FEET OR 5.2547 ACRES, MORE OR LESS.

EASEMENT-4

A PORTION OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 28 EAST AND SECTION 35, TOWNSHIP 37 SOUTH, RANGE 28 EAST, DESOTO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAIL ROAD SPIKE MARKING THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 28 EAST, DESOTO COUNTY, FLORIDA; THENCE RUN S.00'19"E100'W, ALONG THE WEST LINE OF SECTION 1, FOR A DISTANCE OF 212.85 FEET; THENCE RUN S.89'41"E100'W, FOR A DISTANCE OF 164.00 FEET TO A POINT ON THE WEST LINE OF PARCEL-1; THENCE RUN ALONG THE NORTHERLY BOUNDARY LINE OF PARCEL-1 THE FOLLOWING COURSES AND DISTANCES: N.65'11"W100'W, FOR A DISTANCE OF 131.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 34'03"; A CHORD Bearing of N.72'28"E100'W, AND A CHORD LENGTH OF 69.41 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 60.32 FEET; THENCE RUN N.88'45"E100'W, FOR A DISTANCE OF 81.14 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SOUTHERLY A DISTANCE OF 180.28 FEET; THENCE RUN S.00'00"E100'W, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 20.00 FEET; THENCE RUN S.00'00"E100'W, FOR A DISTANCE OF 180.27 FEET; THENCE RUN S.89'45"E100'W, FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,725.23 SQUARE FEET OR 0.0855 ACRES, MORE OR LESS.

EASEMENT 5

A PORTION OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 28 EAST AND SECTION 35, TOWNSHIP 37 SOUTH, RANGE 28 EAST, DESOTO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 28 EAST, DESOTO COUNTY, FLORIDA; THENCE RUN N.89'45"E100'W, ALONG THE NORTH LINE OF SAID SECTION 1, FOR A DISTANCE OF 1,451.95 FEET TO THE POINT OF BEGINNING; THENCE RUN N.00'10"E100'W, FOR A DISTANCE OF 65.12 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD #70; THENCE RUN N.89'45"E100'W, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 20.00 FEET; THENCE RUN S.00'10"W100'W, FOR A DISTANCE OF 536.94 FEET TO A POINT ON THE NORTH LINE OF UTILITY EASEMENT #3; THENCE RUN S.28'37"W100'W, ALONG SAID NORTH LINE, FOR A DISTANCE OF 44.91 FEET; THENCE RUN N.00'10"W100'W, FOR A DISTANCE OF 694.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,651.30 SQUARE FEET OR 0.4202 ACRES, MORE OR LESS.
Easement granted by
The Department of Corrections
to
Florida Power and Light
for the purpose of Utilities
Work Order No. 1064-7-55
EASEMENT
This Instrument Prepared By
Name: David B. Stevenson
Go. Name: Florida Dept. of Environ. Protection
Add res.: 3900 Commonwealth Blvd.. M.S. 120
Tallahassee, FL 32399-3000
Form 3722 (blocked) Rev. 7/04

The undersigned, in consideration of the payment of $1.00 and other good and
valuable consideration, the adequacy and receipt of which is hereby acknowledged,
grants and gives to Florida Power & Light Company, its licenses, agents, successors,
and assigns, a non-exclusive easement for the construction, operation and
maintenance of overhead and underground electric utility facilities (including wires,
poles, guys, cables, conduits and appurtenant equipment) to be installed from time to
time, with the right to reconstruct, improve, add to, enlarge, change the voltage, as
well as, the size of and remove such facilities or any of them within an easement of
10 feet in width described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit
within the easement and to operate the same for electrical purposes; the right of ingress and egress to said premises at all times; the right
to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed
and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or
systems of electrical power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at
all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or
through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on November 30th, 2001.

Signed, sealed and delivered
in the presence of:

[Signature]

Witness Signature

[Type/Print Witness Name]

Witness Signature

[Type/Print Witness Name]

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30th day of November, 2001, by GLORIA C. NELSON, as
Operations and Management Consultant Manager, Bureau of Public Land
Administration, Division of State Lands, Department of Environmental Protection, acting as an 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.

Notary Public
Signature:

CHERYL J. KING
My Commission Expires: November 7, 2003

(Seal)
LEGAL DESCRIPTION OF THE EASEMENT

10 FOOT UTILITY EASEMENT LYING 5 FEET LEFT OF AND 5 FEET RIGHT OF THE FOLLOWING DESCRIBED CENTERLINE:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 1,
TOWNSHIP 38 SOUTH, RANGE 26 EAST, DE SOTO COUNTY,
FLORIDA; THENCE RUN SOUTH 89°47'27" WEST, ALONG THE
NORTH LINE OF SAID SECTION 1, 1804.00 FEET; THENCE NORTH
08°37'18" EAST, 86.79 FEET TO A POINT ON THE SOUTH RIGHT
OF WAY LINE OF STATE ROAD NO. 70 AND FOR THE POINT OF
BEGINNING; THENCE RUN SOUTH 08°37'18" WEST, 743.07 FEET;
THENCE SOUTH 68°56'56" WEST, 536.14 FEET; THENCE SOUTH
53°54'13" WEST, 304.92 FEET TO THE END OF DESCRIPTION.
Easement granted by
The Department of Corrections
to
United Telephone Companies
for the purpose of Utilities
EASEMENT

THIS INDENTURE, made and entered into this 23rd day of December, 1991, by and between THE STATE OF FLORIDA DEPARTMENT OF CORRECTIONS, hereinafter called the GRANTOR, and United Telephone Company of Florida, 555 Lake Border Drive, Apopka, Florida 32716-5000, hereinafter designated as the GRANTEE;

WITNESSETH:

A. WHEREAS, title to the real property hereinafter described is vested in the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida; and

B. WHEREAS, such real property is held, as Lessee, by the Grantor herein, pursuant to the terms and conditions of Lease Agreement 2937, dated March 11, 1977, entered into by the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Lessor; and

C. WHEREAS, Grantor is authorized pursuant to the terms of Lease Agreement 2937 to grant utility easements which will be necessary to service authorized facilities located within the leased premises; and

D. WHEREAS, it is the purpose and intent of the parties hereto to make provision herein whereby the GRANTEE shall furnish telephone services to the premises held by the GRANTOR as Lessee situated in the County of DeSoto, State of Florida, to-wit:

(See Exhibit A)

necessitating:

1. Locating, operating and maintaining on said property such vaults, manholes, closures, switching equipment, conduit, cables and related pedestals or other related structures and fixtures as their business may require from time to time over, under and/or across said tract described hereinabove; and

2. Constructing, installing, operating and maintaining the same, being the facilities contemplated to be installed within the specific easement area designated above.

1
NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of certain expenditures on the part of the GRANTEE in connection with the furnishing of service as hereinbefore indicated, and of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the GRANTOR does hereby grant and convey to GRANTEE, over the specific easement area designated and described above;

TOGETHER with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

The parties hereto agree as follows:

1. It is expressly agreed that the rights herein conveyed are permissive rights only and include the right, privilege and easement to construct, reconstruct, operate, maintain and remove said facilities over, under, upon and/or across the above described property and that the placing of such facilities shall not operate or vest any property rights in the GRANTEE. Furthermore, said facilities shall be constructed at locations mutually agreed upon by the parties hereto and for the sole benefit and use of the GRANTOR.

2. GRANTOR shall not utilize or permit the areas in which GRANTEE's facilities are located to be used in any way or manner which would create any substantial interference with the construction, reconstruction, removal, repair or safe operation and safe maintenance thereof, and GRANTEE shall have the right to patrol, inspect, improve, and repair such facilities, including operation of said facilities, and including the reasonable right of entering upon adjoining lands of the GRANTOR for the purpose of exercising the rights herein described.

3. GRANTOR reserves the right to use said easement areas for any other purpose which will not interfere, as provided herein, with the safe and proper construction, operation, maintenance, alteration, repair or removal of the facilities of the GRANTEE.
4. All of the rights and privileges granted hereby shall remain in effect until the earliest of the following events:
1) GRANTEE shall abandon the use of said facilities; 2) this Easement shall have been terminated by either the GRANTEE or the GRANTOR, as provided herein; 3) the Lease hereinafter referred to between the Trustees of the Internal Improvement Trust Fund and the GRANTOR shall have been cancelled or otherwise terminated; but in either of said events, GRANTEE shall be allowed a reasonable period of time thereafter for the purpose of removing any of the facilities supplied by it hereunder.

5. This Easement shall be terminable upon ninety (90) days' written notice, subject to the mutual consent of both parties.

6. The GRANTEE, by acceptance of this Easement, hereby covenants and agrees, to the extent provided by Section 768.28, Florida Statutes, to indemnify, protect, defend, hold and save harmless the FLORIDA DEPARTMENT OF CORRECTIONS and/or the STATE OF FLORIDA from any and all claims, action, lawsuits and demands arising from damage to property or personal injury caused solely by the negligent activity of the GRANTEE or any of its agents, servants, employees or contractors in the construction, installation, operation and maintenance of its facilities located on the GRANTOR'S premises.

The provisions hereof shall be binding upon the legal representatives, successors and assigns of the parties hereto.
IN WITNESS THEREOF, the STATE OF FLORIDA DEPARTMENT OF
CORRECTIONS, GRANTOR, has hereunto subscribed its name and has
caused its seal to be affixed on the date first above written, in
the City of Tallahassee, Florida.

Signed, sealed and delivered
in the presence of:

STATE OF FLORIDA DEPARTMENT
OF CORRECTIONS

By:    
As Its Secretary

APPROVED AS TO FORM
AND LEGALITY

GENERAL COUNSEL
DEPARTMENT OF CORRECTIONS

STATE OF FLORIDA

COUNTY OF LEON

Before me, the undersigned authority duly authorized
under the laws of the State of Florida to take acknowledgments,
this day personally appeared, Party K. Spalato, Jr., as
Secretary of the STATE OF FLORIDA DEPARTMENT OF CORRECTIONS, to me
known to be the individual and officer described in and who
executed the foregoing instrument on behalf of said STATE OF
FLORIDA DEPARTMENT OF CORRECTIONS, and severally acknowledged the
execution thereof to be their free act and deed as such officers
thereunto duly authorized, and that the official seal of said STATE
OF FLORIDA DEPARTMENT OF CORRECTIONS is duly affixed thereto and
the instrument is the act and deed of said STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS.

IN WITNESS THEREOF, I have hereunto set my hand and
official seal at Tallahassee, in the County of Leon and State of
Florida, this the 23rd day of December, 1991.

(NOTARIAL SEAL)

Notary Public
State of Florida

My Commission expires:

Appendix I (d)
EXHIBIT A

A PARCEL OF LAND LYING AND BEING IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 SOUTH, RANGE 26 EAST, AND IN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 37 SOUTH, RANGE 26 EAST, DEBOTO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 1; THENCE N00°08'45"W, 67.94 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 70; THENCE SB9°51'15"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1940.30 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SB9°51'15"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 10.00 FEET; THENCE S00°13'10"W, 737.00 FEET; THENCE SB9°46'50"E, 40.00 FEET; THENCE N00°13'10"E, 40.00 FEET; THENCE NB9°46'50"W, 30.00 FEET; THENCE N00°13'10"E, 697.11 FEET TO THE POINT OF BEGINNING. CONTAINING 8571 SQUARE FEET, MORE OR LESS.
Easement granted by
The Board of Trustees of the Internal Improvement Trust Fund

to
Southwest Florida Water Management District
for the purpose of a Monitoring Well Site and Access
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

EASEMENT

No. 26044

THIS INDENTURE, made and entered into this 28th day of July, A. D. 1981, between 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, party of the first part; GRANTOR herein; and SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created by the Acts of the Legislature of Florida in 1961, as amended, whose mailing address is 5060 U. S. Highway 41 South, Brooksville, Florida 33512, party of the second part, GRANTEE herein,

WHEREAS, GRANTOR is the owner of the hereinafter described premises, constitution property used and possessed by the State of Florida Department of Corrections, which agency has agreed to the proposed use of this land under this instrument, and

WHEREAS, GRANTEE has requested GRANTOR to grant an easement for a monitor well site and access, over, under, upon and across the following described land in Desoto County, Florida, to-wit:

Monitor Well Site

That part of the NW 1/4 of Section 6, Township 38 South, Range 27 East, Desoto County, Florida, described as follows:

Commencing at the Northwest corner of Section; thence North 89° 51' 15" East along the North boundary of said Section 6 a distance of 1666.71 feet (1667.11 Deed) to the POINT OF BEGINNING; then continue North 89° 51' 15" East a distance of 20.00 feet; thence South 01° 26' 42" East a distance of 20.00 feet; thence South 89° 51' 15" West a distance of 20.00 feet; thence North 01° 26' 42" West a distance of 20.00 feet to the POINT OF BEGINNING. Contains 0.009 acres more or less.
Access Easement

That part of Southwest 1/4 of Section 31, Township 37 South, Range 27 East, Desoto County, Florida, described as follows:

Commence at the Southwest corner of said Section 31; thence North 89° 51' 15" East along the South boundary of said Section 31 a distance of 1676.71 feet (1677.11 Deed) to the POINT OF BEGINNING; thence continue North 89° 51' 15" East a distance of 10.00 feet; thence North 01° 26' 42" West a distance of 68.18 feet to the South right-of-way line of S.R. 70; thence South 01° 26' 42" West along the South right-of-way line of S.R. 70 a distance of 10.00 feet; thence South 89° 51' 15" West a distance of 68.18 feet to the POINT OF BEGINNING; contains 0.016 acres more or less.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledge, has granted, and by these presents does grant unto the Grantee, an easement for a monitor well site and access purposes only, over, under, upon, and across the above described land,

By acceptance of this easement, Grantee 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 Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement.

This easement is effective, subject, however, to the automatic reversion to the Grantor of all lands described herein and the cessation and termination of this easement when, in the opinion of the Grantor, said lands are not utilized for the purposes outlined in this easement; and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by the Grantee.

The acceptance of this instrument shall constitute acceptance of the aforementioned conditions, reservations, reversions and covenants.
IN TESTIMONY WHEREOF, by authority granted April 14, 1980, the legally designated agent of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has hereunto subscribed his name and has caused the official seal of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to be hereunto affixed, in the City of Tallahassee, Florida, on the day and year first written.

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

APPROVED AS TO FORM AND LEGALITY
Department of Corrections
Legal Counsel

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

By
Assistant Executive Director
Department of Natural Resources

STATE OF FLORIDA DEPARTMENT OF CORRECTIONS

By
APPROVED AS TO FORM AND LEGALITY
DNR ATTORNEY
APPENDIX I (e)
DeSoto County Comprehensive Plan
Compliance Letter
APPENDIX I (e)
DeSoto County Comprehensive Plan
Compliance Letter
September 11, 2007

Florida Department of Environmental Protection
Division of State Lands, Office of Environmental Services – M.S. 140
Keith Singleton
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Regarding: DeSoto Correctional Institution, Annex, and Work Camp
Land Use Plan
Department of Corrections Lease No. 2937

Dear Mr. Singleton,

This purpose of this letter is to inform you of the lack of response by the Planning Department of DeSoto County, Florida. On July 15, 2007, the Department of Corrections, Land Administration Section, requested a response for the above referenced property’s compliance with the County Comprehensive Plan. A second request was sent by postal service in August 15, 2007 and a follow-up e-mail request was sent August 28, 2007. To date, DeSoto County has not responded to these requests.

A decision has been made to move forward with the Land Use Plan. If the response is subsequently received during the 90-day review period, we will amend the Land Use Plan and include the response. If the response is received after the 90-day review period, we will amend the Plan and forward a copy of the response to your office.

If you have any questions or comments regarding the Land Use Plan or this particular issue, I can be reached at the telephone number or email address below.

Sincerely,

[Signature]

Jennifer Wood
Land Administration Section
(850) 487-1054
wood.jennifer@mail.dc.state.fl.us