

APPENDIX A:
Lease Agreement Number 4195

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

LEASE AGREEMENT
SPRUCE CREEK

Lease No. 4195

THIS LEASE AGREEMENT, made and entered into this 12th day of January 2001, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR", and VOLUSIA COUNTY, FLORIDA hereinafter referred to as "LESSEE".

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

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Volusia, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "leased premises".
3. TERM: The term of this lease shall be for a period of fifty (50) years commencing on January 12, 2001 and ending on January 11, 2051 unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: LESSEE shall manage the leased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor activities and education which are compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses

necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

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

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises in accordance with subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands, Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said

leased premises including, but not limited to, funding, permit applications, design or building contracts until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR at the time of acquisition which established the primary public purpose for which the leased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

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

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

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

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed in accordance

deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

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

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

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

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

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

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

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

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

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

LESSEE: County of Volusia
County Manager
123 W. Indiana Avenue
DeLand, Florida 32720

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

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may

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

"Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE's failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE's such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set

forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon LESSEE'S obligations as set forth in paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies. This paragraph shall not be deemed to apply to any conditions existing prior to the effective date of this lease.

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

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased

premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all permanent/capital improvements, including both physical structures and modifications to the leased premises, shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, Department of Environmental Protection, shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the Division.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR, LESSEE or other land managing agencies for the protection and enhancement of the leased premises.

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

31. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or

permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

33. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapters 18-2 and 18-4, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

34. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

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

36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and the improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping

the leased premises free of trash or litter, meeting all building and safety codes for the location situated, maintaining the planned improvements as set forth in the approved Management Plan and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease, reasonable wear and tear excepted; provided, however, that any removal, closure, etc, of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, enhancement, or safety of the natural and historical resources within the leased premises and with the approved Management Plan.

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

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

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

40. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

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

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

Refisse Hark
Witness
Belissa Vickers
Print/Type Witness Name

Judy Woodard
Witness
Judy Woodard
Print/Type Witness Name

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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

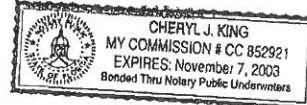
The foregoing instrument was acknowledged before me this
12th day of January 2001, by Gloria C. Nelson, as
Operations and Management Consultant Manager, Bureau of Public
Land Administration, Division of State Lands, Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the State
of Florida, who is personally known to me.

Cheryl J. King
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved as to
Form and Legality

By: Raymond
DEP Attorney

COUNTY OF VOLUSIA, FLORIDA
BY ITS COUNTY COUNCIL

Diane Tyler
Witness
Diane Tyler
Print/Type Name
Jessica Cortes
Witness
Jessica Cortes
Print/Type Name

By: James E. Ward
James E. Ward
Print/Type Name
Title: Chair

OFFICIAL SEAL


ATTEST: Ray Pennebaker
County Manager/Clerk
County Council of Volusia
County

"LESSEE"

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this
14th day of December 2000, by JAMES E. WARD, and
RAY W. PENNEBAKER as Chair
and Chief Operating Officer, respectively, on behalf of the
County Council of Volusia County. They are personally known to
me.

(SEAL)

 Susan M. Whittaker
My Commission CC754321
Expires August 8, 2002

Susan M. Whittaker
Notary Public, State of Florida

SUSAN M. WHITTAKER
Print/Type Notary Name
SUSAN M. WHITTAKER
Commission Number: CC754321
Commission Expires: 8/8/02

Warranty Deed

EXHIBIT "A"
LEGAL DESCRIPTION

2051237

(S) BOOK PAGE
VOLUSIA COUNTY

This Indenture, Made this 25th day of April 1986, Between

COUNTY OF VOLUSIA, a Political Subdivision of the State of Florida

of the County of Volusia, State of Florida, grantor, and

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

whose post office address is

of the County of Volusia, State of Florida, grantee.

Witnesseth, That said grantor, for and in consideration of the sum of

— TEN AND NO/100THS —

Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION WHICH IS MARKED
EXHIBIT "A" AND MADE A PART HEREOF.)

FILED FOR RECORD
RECORD VERIFIED
MAY 2 12 39 PM '86
048925

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are used for singular or plural, as context requires

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

James C. Butler

Thomas J. Kelly

Thomas C. Kelly

Thomas C. Kelly

STATE OF FLORIDA

COUNTY OF VOLUSIA

COUNTY OF VOLUSIA, a Political Subdivision of
the State of Florida
BY: Thomas C. Kelly (Seal)
JEROME N. DOLLNER, Chairman of Volusia County Council

Attest: Thomas C. Kelly (Seal)
Thomas C. Kelly, County Manager/Clerk
EX OFFICIO (Seal)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared JEROME N. DOLLNER, Chairman of Volusia County Council and THOMAS C. KELLY, County Manager/Clerk of Volusia County, a Political Subdivision of the State of Florida, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of April 1986

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires September 25, 1988

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Lease No. 4195

Revised 09/12/00

The South $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, together with the Southerly 99.90 feet of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, all in Section 53, Township 16 South, Range 33 East, Volusia County, Florida.

Also a portion of Sections 3 and 4, Township 17 South, Range 33 East, Volusia County, Florida, described as follows:

From the Northeast corner of said Section 4, run South 89 Degrees 08 Minutes 30 Seconds West along the North line of said Section 4 a distance of 506.98 feet to the Point of Beginning of the centerline of a 60 foot access and utility easement, being 30.00 feet on each side of the following described centerline; thence South 01 Degrees 07 Minutes 00 Seconds West, parallel, with the East line of said Section 4 a distance of 1839.26 feet to the P.C. of a curve, concave Northeast, having a radius of 673.00 feet and a central angle of 54 Degrees 31 Minutes 26 Seconds; thence run Southerly along the arc of said curve a distance of 642.34 feet; thence South 33 Degrees 24 Minutes 26 Seconds East a distance of 350.00 feet to the centerline of Turnbull Bay Road and the termination of said centerline.

SUBJECT to Right of Way Easement in Deed Book 290, Page 545, Public Records of Volusia County, Florida.

SUBJECT to Florida Power & Light Easement recorded in Deed Book 199, Page 186, Public Records of Volusia County, Florida.

SUBJECT to certain boundary line agreement between Darrell S. Olier and Catherine C. Goodrich, recorded in Official Records Book 1892, Page 1727, Public Records of Volusia County, Florida.

SUBJECT to Right of Way in favor of Florida Gas Company, as recorded in Official Records Book 579, Page 683, Public Records of Volusia County, Florida.

SUBJECT to Right of Way of Martin Dairy Road.

SUBJECT to matters contained in that Special Warranty Deed from Berrien Becks, Sr. and Berrien Becks, Jr. to E. H. Cates, Jr., as recorded in Official Records Book 2782, Page 462, Public Records of Volusia County, Florida.

Please Return to:
Brian wood
East Florida Tele Services, Inc.
138 W. New York Ave.
Duneland, FL 32720

COUNTY DEED

THIS DEED, MADE THIS 19TH DAY OF FEBRUARY, 1998, by the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, GRANTOR, to the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose mailing address is c/o Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, GRANTEE;

WITNESSETH:

That said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, its successors and assigns forever, all of its interest in the following described land, situate, lying and being in Volusia County, Florida, to-wit:

(See SCHEDULE "A" attached hereto for Legal Description)
Property Appraiser's Parcel Identification No. 6323-00-00-0010

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its County Council acting by the Chairman of said Council, and its seal affixed on the day and year first above written.

(OFFICIAL SEAL)

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

BY: R. Stanley Rose
R. STANLEY ROSE, Chair

ATTEST: Lawrence W. Arrington
Lawrence W. Arrington, County Manager.

This Instrument Prepared by:

COUNTY OF VOLUSIA
123 W. Indian Avenue
DeLand, Florida 32721-4613
ATTN: Daniel D. Eckert
1.4.2014/10.10.14

Approved for Closing
By: W. Robinson
DEP Attorney
Date: 2-19-98

EXHIBIT "A"

PARCEL NUMBER 1

THAT PART OF U.S. LOTS 1 AND 3, SECTION 23, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST OF U.S. HIGHWAY NO. 1, U.S. LOT 2, SECTION 23, TOWNSHIP 16 SOUTH, RANGE 33 EAST, U.S. LOTS 1, 4 AND 5, SECTION 22, TOWNSHIP 16 SOUTH, RANGE 33 EAST. THAT PART OF U.S. LOTS 2 AND 3, SECTION 22, TOWNSHIP 16 SOUTH, RANGE 33 EAST LYING EAST OF FLORIDA EAST COAST RAILWAY. THAT PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING EAST OF THE FLORIDA EAST COAST RAILWAY. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY IN LOT 1, SECTION 23, TOWNSHIP 16 SOUTH, RANGE 33 EAST: BEGIN AT A POINT ON THE WEST BOUNDARY OF U.S. NO. 1 HIGHWAY, WHERE THE SAME IS INTERSECTED BY THE SOUTHERLY SHORE OF ROSE BAY AT HIGHWATER MARK, THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID HIGHWAY 295.11 FEET, THENCE WESTERLY AND AT RIGHT ANGLES TO SAID HIGHWAY 295.11 FEET TO A CONCRETE MONUMENT, THENCE NORTHWESTERLY AND PARALLEL TO SAID HIGHWAY 295.11 FEET TO A POINT IN ROSE BAY, THENCE 295.11 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART NOW IN HIGHWAY NO. 1.

PARCEL NUMBER 9

PARCEL "A" - OFFICIAL RECORDS BOOK 2433, PAGE 333, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; SECTION 28, TOWNSHIP 16 SOUTH, RANGE 33 EAST; SOUTHWEST 1/4 OF NORTHWEST 1/4 LYING SOUTH AND WEST OF CREEK, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; NORTHEAST 1/4 SOUTH OF SPRUCE CREEK, ALL LOCATED IN VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM PARCEL "B" OF OFFICIAL RECORDS BOOK 1274, PAGE 552, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA: THAT PART OF: SOUTHWEST 1/4 OF NORTHEAST 1/4, SOUTH OF SPRUCE CREEK, OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS: COMMENCE ON THE SOUTH BOUNDARY OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST AT A POINT 1492.50 FEET WEST FROM THE SOUTHEAST CORNER THEREOF, RUN THENCE NORTH 23 DEGREES 23 MINUTES 50 SECONDS WEST, 2244.80 FEET; THENCE NORTH 66 DEGREES 36 MINUTES 10 SECONDS EAST, 250 FEET TO THE POINT OF BEGINNING; RUN THENCE NORTH 13 DEGREES 36 MINUTES 19 SECONDS EAST, 1770 FEET, MORE OR LESS, TO THE MIDDLE OF SPRUCE CREEK, AND THE END OF THE LINE AS HEREIN DESCRIBED.

PARCEL NUMBER 4

THE PALMAS GRANT ALSO KNOWN AS SECTION 38, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPTING THEREFROM THE FOLLOWING PARTS: LOT 8 IN BLOCK 11; THAT PART OF LOTS 1 AND 2 IN BLOCK 13, LYING EAST OF WHAT IS COMMONLY KNOWN AS THE SAW GRASS MARSH; LOTS 1 AND 2 AND 3, IN BLOCK 14; AND THE WEST 1/2 OF LOT 1 IN BLOCK 13; AND THAT PARCEL OF LAND HERETOFORE CONVEYED TO THE FLORIDA EAST COAST AND GULF RAILROAD CO., (NOW OWNED BY THE FLORIDA EAST COAST RAILROAD) ON OCTOBER 5, 1892, SAID EXCEPTED TRACTS AND THE BLOCKS AND LOTS ABOVE NAMED ARE KNOWN AS LOTS AND BLOCKS IN A PLAT OF THE PALMAS GRANT RECORDED IN MAP BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ALSO EXCEPTING THEREFROM A PORTION OF THE PALMAS GRANT, KNOWN AS THAT PORTION OF LOT OR BLOCK 24, CONNERAT'S SUBDIVISION OF SAID PALMAS GRANT, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF U.S. HIGHWAY NO. 1, ALSO KNOWN AS DIXIE HIGHWAY AND BEING 200 FEET WIDE AS NOW LAID OUT AND OCCUPIED; SAID POINT BEING A DISTANCE OF 1960 FEET SOUTHERLY

SPRUCE CREEK/VOLUSIA COUNTY
PAGE 1 OF 4

EXHIBIT "A" (CONTINUED)

OF, AS MEASURED AT RIGHT ANGLES, TO THE NORTH LINE OF SAID PALMAS GRANT; THENCE SOUTH 14 DEGREES 40 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE OF U.S. HIGHWAY NO. 1 (DIXIE HIGHWAY) A DISTANCE OF 250 FEET TO A POINT THEREIN; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 161 FEET MORE OR LESS TO A HIGH WATER MARK OF SPRUCE CREEK; THENCE NORTHERLY ALONG SAID HIGH WATER MARK A DISTANCE OF 275 FEET MORE OR LESS, TO A POINT IN A LINE PARALLEL TO AND 1960 FEET SOUTHERLY AS MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE OF PALMAS GRANT; THENCE NORTH 60 DEGREES EAST, ALONG SAID PARALLEL LINE A DISTANCE OF 100 MORE OR LESS TO A POINT OF BEGINNING AND ALSO EXCEPTING THEREFROM THAT CERTAIN 10 ACRES OF THE PLOT KNOWN AS "BLACK HAMMOCK", WHICH 10 ACRES ARE BOUNDED ON THE EAST BY THE HIGHWAY OR ROAD WHICH RUNS FROM NEW SMYRNA TO DAYTONA, ON THE NORTH BY SAME HIGHWAY AND BY SPRUCE CREEK, ON THE WEST BY SPRUCE CREEK AND TURNBULL BAY, AND ON THE SOUTH BY OTHER LAND OF PALMAS GRANT. ALSO EXCEPTING THEREFROM THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1 AS NOW LAID OUT AND ESTABLISHED. ALSO EXCEPTING ALL LAND EAST OF U.S. HIGHWAY NO. 1; ALSO EXCEPTING ALL LAND WEST OF THE FLORIDA EAST COAST RAILROAD NORTH OF SPRUCE CREEK AND ALSO EXCEPTING ALL LAND SOUTH OF SPRUCE CREEK EAST OF TURNBULL BAY ALL OF SAID LAND WITHIN THE PALMAS GRANT.

AND ALSO EXCEPTING:

A PORTION OF BLOCKS 24 AND 25, LYING WESTERLY OF U.S. HIGHWAY NO. 1, A 160 FOOT RIGHT OF WAY, PALMAS GRANT SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 22, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND A PORTION OF GOVERNMENT LOT 3, SECTION 23, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID PALMAS GRANT PER DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS. THENCE S 59°12'38" W, ALONG THE NORTH LINE OF SAID PALMAS GRANT, 710.79 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 SAID POINT BEING N 59°12'38" E, .7 FEET FROM A FOUND CONCRETE MONUMENT ON THE SAID PALMAS GRANT LINE. THENCE S 01°05'04" W, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1, 449.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 01°05'04" W, 754.86 FEET; THENCE ALONG A WETLANDS LINE AS LOCATED BY THE VOLUSIA COUNTY ENVIRONMENTAL DEPARTMENT THE FOLLOWING COURSES AND DISTANCES: N 51°14'31" W, 59.41 FEET; THENCE N 09°48'24" E, 22.34 FEET; THENCE N 08°24'49" W, 17.09 FEET; THENCE N 37°27'10" W, 39.89 FEET; THENCE N 17°34'37" E, 54.43 FEET; THENCE N 77°59'03" E, 18.65 FEET; THENCE N 12°41'49" E, 46.89 FEET; THENCE N 20°33'31" W, 36.92 FEET; THENCE N 03°11'47" E, 69.28 FEET; THENCE N 11°00'57" W, 50.82 FEET; THENCE N 28°37'59" W, 53.34 FEET; THENCE N 46°02'53" E, 36.86 FEET; THENCE N 85°35'44" W 34.46 FEET; THENCE S 52°06'38" W, 45.03 FEET; THENCE N 41°22'23" W, 55.36 FEET; THENCE S 03°44'33" W, 72.99 FEET; THENCE S 68°27'07" W, 77.06 FEET; THENCE S 05°23'34" E, 41.28 FEET; THENCE S 45°01'49" E, 47.46 FEET; THENCE S 14°22'22" W, 54.49 FEET; THENCE S 01°53'25" E, 54.31 FEET; THENCE S 21°01'39" E, 44.62 FEET; THENCE S 00°26'23" E, 70.32 FEET; THENCE S 54°00'46" W, 43.72 FEET; THENCE S 34°19'15" W, 83.75 FEET; THENCE S 14°14'25" E, 34.71 FEET; THENCE S 18°33'42" W, 38.56 FEET; THENCE S 09°34'15" E, 72.08 FEET; THENCE S 40°23'55" E, 25.89 FEET; THENCE S 52°41'29" W, 57.61 FEET; THENCE S 72°58'04" W, 41.55 FEET; THENCE S 09°45'32" E 30.10 FEET; THENCE S 33°03'22" E, 35.36 FEET; THENCE S 25°03'54" W, 26.72 FEET; THENCE S 73°21'26" W, 47.51 FEET; THENCE N 79°12'06" W 53.11 FEET; THENCE S 32°05'01" W, 27.61 FEET; THENCE S 72°11'00" E, 39.93 FEET; THENCE S 23°39'57" E, 45.33 FEET; THENCE S 18°24'28" W, 34.01 FEET; THENCE S 81°35'48" W, 64.17 FEET; THENCE N 77°54'30" W, 33.29 FEET; THENCE S 67°23'25" W, 34.67 FEET; THENCE N 65°47'33" W, 62.75 FEET; THENCE N 74°10'59" W, 38.19 FEET;

SPRUCE CREEK/VOLUSIA COUNTY
PAGE 2 OF 4

EXHIBIT "A" (CONTINUED)

THENCE N 09°29'55" W, 48.18 FEET; THENCE N 40°34'52" W, 32.80 FEET; THENCE N 40°55'44" W, 66.27 FEET; THENCE N 53°56'08" W, 61.80 FEET; THENCE N 26°30'18" W, 39.47 FEET; THENCE N 32°50'55" W, 48.11 FEET; THENCE N 34°55'30" W, 169.43 FEET; THENCE N 33°41'58" W, 92.53 FEET; THENCE N 40°04'03" W, 45.87 FEET; THENCE N 52°05'17" W, 51.41 FEET; THENCE N 18°02'44" W, 35.37 FEET; THENCE N 09°15'08" E, 69.20 FEET; THENCE N 08°50'07" E, 53.18 FEET; THENCE N 03°00'10" E, 43.53 FEET; THENCE N 38°48'46" E, 36.62 FEET; THENCE N 06°45'33" E, 70.01 FEET; THENCE N 25°11'18" W, 77.84 FEET; THENCE N 00°54'51" W, 79.72 FEET; THENCE N 01°17'24" W, 62.60 FEET; TO THE SAID NORTH LINE OF THE PALMAS GRANT; THENCE N 01°17'24" W, 13.25 FEET; THENCE N 24°09'52" W, 60.85 FEET; THENCE N 02°18'43" E, 62.79 FEET; THENCE N 07°11'38" W, 33.53 FEET; THENCE N 18°56'19" E, 32.93 FEET; THENCE N 12°05'34" W, 37.91 FEET; THENCE N 16°45'13" E, 56.50 FEET; THENCE N 10°07'15" E, 53.71 FEET; THENCE N 46°29'56" E, 26.76 FEET; THENCE S 65°53'18" E, 62.66 FEET; THENCE N 33°32'20" E, 45.23 FEET; THENCE N 39°56'09" E, 48.85 FEET; THENCE N 62°37'18" E, 44.19 FEET; THENCE N 80°12'52" E, 33.29 FEET; THENCE S 78°10'31" E, 36.77 FEET; THENCE S 34°19'53" E, 30.02 FEET; THENCE S 58°09'16" E, 61.04 FEET; THENCE S 40°21'37" W, 53.72 FEET; THENCE S 69°47'21" W, 40.74 FEET; THENCE S 07°54'59" W, 31.08 FEET; THENCE S 21°50'13" E, 51.40 FEET; THENCE S 79°38'15" E, 48.81 FEET; THENCE S 24°54'01" E, 25.92 FEET; TO THE SAID NORTH LINE OF THE PALMAS GRANT; THENCE S 24°54'01" E, 20.73 FEET; THENCE S 43°30'03" W, 28.00 FEET; THENCE N 80°23'56" E, 47.00 FEET; THENCE S 65°15'45" E, 38.00 FEET; THENCE S 75°33'57" E, 45.98 FEET; THENCE N 77°57'27" E, 33.70 FEET; THENCE S 86°51'24" E, 62.12 FEET; THENCE N 71°07'43" E, 37.53 FEET; THENCE N 61°38'46" E, 122.13 FEET; THENCE S 79°56'05" E, 35.51 FEET; THENCE S 57°34'43" E, 49.71 FEET; THENCE S 45°09'18" E, 85.20 FEET; THENCE N 80°37'21" E, 45.34 FEET; THENCE S 47°04'29" E, 42.68 FEET; THENCE S 02°52'05" E, 31.14 FEET; THENCE S 11°31'02" W, 48.19 FEET; THENCE S 88°53'30" E, 54.10 FEET; THENCE N 44°43'50" E, 42.64 FEET; THENCE N 06°03'48" E, 47.80 FEET; THENCE N 23°34'06" E, 63.12 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING

A PORTION OF SAID PALMAS GRANT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE PALMAS GRANT, RUN ALONG THE SOUTHERLY LINE OF SAID PALMAS GRANT, N 60°34'28" E, 631.90 FEET TO THE POINT OF BEGINNING; THENCE N 14°03'22" W, 1354.64 FEET; THENCE N 30°01'19" W, 673.31 FEET; THENCE S 60°34'28" W, 40.01 FEET; TO THE SOUTHEAST CORNER OF LOT 2, BLOCK 13, SAID PALMAS GRANT; THENCE ALONG THE EASTERLY LINE OF LOTS 1 AND 2, SAID BLOCK 13, N 30°45'33" W, 330.00 FEET; THENCE N 60°34'28" E, 100.03 FEET; THENCE S 30°45'33" E, 328.99 FEET; THENCE S 30°01'19" E, 627.45 FEET; TO THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE ALONG SAID RIGHT OF WAY, S 21°32'42" E, 115.35 FEET; THENCE S 14°03'22" E, 1284.75 FEET; TO THE SAID SOUTHERLY LINE OF THE PALMAS GRANT; THENCE ALONG SAID SOUTHERLY LINE S 60°34'28" W, 62.23 FEET, TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING;

A PORTION OF SAID PALMAS GRANT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE PALMAS GRANT, RUN N 07°39'56" W, 2841.78 FEET, TO A POINT ON THE NORTHERLY LINE OF LOT 8, BLOCK 8 OF SAID PALMAS GRANT, BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY LINE OF LOT 8, S 60°34'28" W, 70.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 14, OF SAID PALMAS GRANT; THENCE ALONG THE EASTERLY LINE OF SAID LOT 3, N 29°18'53" W,

STANLEY CAYCE/VOLUSIA COUNTY
PAGE 3 OF 4

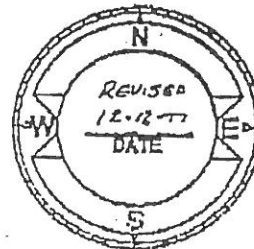
EXHIBIT "A" (CONTINUED)

711.25 FEET TO THE MEAN HIGH WATER LINE OF SPRUCE CREEK; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWO COURSES AND DISTANCES (1) S 58°22'46" E, 86.97 FEET, (2) N 78°31'25" E, 29.15 FEET; THENCE S 29°18'53" E, 626.30 FEET; TO THE POINT OF BEGINNING.

PARCEL 3:

A PORTION OF BLOCKS 24 AND 25 AND A PORTION OF A VACATED 30 FOOT RIGHT OF WAY UNOPENED AND UNUSED LYING BETWEEN BLOCKS 24 AND 25, PALMAS GRANT SUBDIVISION OF SECTION 38, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS SHOWN IN MAP BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EAST OF U.S. HIGHWAY #1, (160 FOOT RIGHT OF WAY AS NOW OCCUPIED) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF PALMAS GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 33 EAST, WITH THE EASTERLY LINE OF U.S. HIGHWAY #1, (160 FOOT RIGHT OF WAY); THENCE SOUTH 01 DEGREES 05 MINUTES 04 SECONDS WEST ALONG THE EASTERLY LINE OF U.S. HIGHWAY #1 A DISTANCE OF 1583.55 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3045.36 FEET AND THROUGH A CENTRAL ANGLE OF 01 DEGREES 30 MINUTES 18 SECONDS A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 3045.36 FEET AND THROUGH A CENTRAL ANGLE OF 07 DEGREES 25 MINUTES 10 SECONDS A DISTANCE OF 394.35 FEET TO A POINT; THENCE NORTH 82 DEGREES 09 MINUTES 39 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT ON A CURVE; THENCE FROM A TANGENT BEARING OF SOUTH 07 DEGREES 49 MINUTES 42 SECONDS EAST ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3025.36 FEET AND THROUGH A CENTRAL ANGLE OF 06 DEGREES 47 MINUTES 36 SECONDS A DISTANCE OF 358.71 FEET TO A POINT ON THE MEAN HIGH WATERLINE OF ROSE BAY; THENCE IN A NORTHEASTERLY DIRECTION ALONG A MEAN HIGH WATER LINE A DISTANCE OF 745.00 FEET TO A POINT; THENCE NORTH 88 DEGREES 54 MINUTES 56 SECONDS WEST, A DISTANCE OF 285.00 FEET TO THE POINT OF BEGINNING.

LOTS 3 AND 4, BLOCK 12, LYING WEST OF THE RIGHT OF WAY OF THE FLORIDA EAST COAST RAILWAY, DOUGLAS MAP AND SUBDIVISION OF PALMAS GRANT, LOCATED IN SECTION 38, TOWNSHIP 16, SOUTH, RANGE 33 EAST, AS PER PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 23, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



SPRUCE CREEK/VOLUSIA COUNTY
PAGE 4 OF 4

This Instrument Prepared By and Please Return To:
 Krystal Whitlock
 American Home Title, Inc
 6703 North Himes Avenue
 Tampa, FL 33614
 AHT # 5223

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 17th day of MAY, A.D. 2000,
 between 50,000, Inc., a Florida Corporation whose address is 720 Magnolia
 Street, New Smyrna Beach, FL 32168, grantor, and the BOARD OF
 TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF
 THE STATE OF FLORIDA, AND THE COUNTY OF VOLUSIA,
 FLORIDA, whose post office address is c/o Florida Department of
 Environmental Protection, Division of State Lands, 3900 Commonwealth
 Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantees,

(Wherever used herein the terms "grantor" and "grantee" include all
 the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee"
 are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable
 considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained
 and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in
 Volusia County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 3687281.0000

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such
 interests that may have been terminated are not hereby re-imposed.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all
 persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Mary A. Cable
 (Signature of First Witness)

MARY A. CABLE
 (Printed name of First Witness)

Mary Ann Cotte
 (Signature of Second Witness)

MARY ANN COTTE
 (Printed Name of Second Witness)

50,000, Inc., a Florida Corporation

BY: David J. Wiley
 David J. Wiley, President

(Corporate Seal)

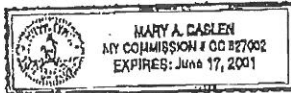
STATE OF FLORIDACOUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of MAY, 2000, by David J. Wiley as President of \$0,000, Inc., a Florida Corporation, on behalf of the entity. Such person (notary Public must check applicable box):

- ☒ is personally known to me
() produced a current driver license
() produced _____ as identification

Mary A. Caslen
Notary Public

(NOTARY PUBLIC SEAL)



(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

Exhibit "A"

PARCEL "A": Beginning at the intersection of R.J. Christy's south line per Map Book 7, page 33 of the Public Records of Volusia County, Florida and the westerly right of way line of U.S. Highway #1, thence S63 degrees 41'40"W, 972.5 feet along said Christy's line to the East bank of Turnbull Creek; thence N00 degrees 30'30"E, 100 feet; thence N07 degrees 29'30"W, 216.92 feet; thence N41 degrees 48'10"W, 261.71 feet; thence N12 degrees 01'50"E, 138.17 feet; thence N24 degrees 13'40"E, 362.7 feet to a point on the curve of the westerly right of way line of U.S. Highway No. 1; thence southerly along the said curve of said right of way line 868.58 feet (arc distance) to said curve's PC; thence S68 degrees 49'30"E, 190.61 feet along said Highway right of way line to the Point of Beginning. All being in the Palmas Grant, Section 38, Township 16 South, Range 33 East, EXCEPTING THEREFROM THE FOLLOWING: Commence at the intersection of the westerly right of way line of U.S. Highway No. 1 and the southerly line of R.J. Christy's property as shown on map in Map Book 7, page 33, of the Public Records of Volusia County, Florida; thence northerly along the said right of way line 550.09 feet for the Point of Beginning; thence S05 degrees 01'40"W, 331.67 feet; thence N34 degrees 17'46"W, 300 feet; thence N03 degrees 01'40"E, 331.67 feet to the westerly right of way line of said U.S. Highway No. 1; thence southerly 300.25 feet along the said westerly right of way line to the Point of Beginning. All lying and being in the Palmas Grant, Section 38, Township 16 South, Range 33 East.

AND:

PARCEL "B": Commence at the intersection of R. J. Christy's south line per Map Book 7, page 33 of the Public Records of Volusia County, Florida and the westerly right of way line of U.S. Highway No. 1; thence S63 degrees 41'40"W, 972.5 feet along said Christy's line to the East bank of Turnbull Creek; thence N00 degrees 30'30"E, 100 feet for the Point of Beginning; thence N89 degrees 29'30"W, 355.74 feet; thence N39 degrees 29'30"W, 80.52 feet; thence N00 degrees 30'30"E, 84.48 feet; thence N45 degrees 30'30"E, 127.38 feet; thence S89 degrees 29'30"E, 305.21 feet; thence S07 degrees 29'30"E, 216.92 feet to the Point of Beginning. All being in the Palmas Grant, Section 38, Township 16 South, Range 33 East, EXCEPTING THEREFROM THE FOLLOWING: Lot 7, Divito's Unrecorded Subdivision, being a portion of the Palmas Grant, Section 38, Township 16 South, Range 33 East and being more particularly described as follows: Commence at the intersection of the R.J. Christy's south line per Map Book 7, page 33 of the Public Records of Volusia County, Florida and the westerly right of way line of U.S. Highway #1; thence S63 degrees 41'40"W, 972.50 feet along the said Christy's line to the east bank of Turnbull Creek; thence N00 degrees 30'30"E, 100.00 feet; thence N89 degrees 29'30"W, a distance of 231.37 feet for the POINT OF BEGINNING; thence continue N89 degrees 29'30"W, a distance of 124.38 feet; thence N59 degrees 29'30"W, a distance of 80.52 feet; thence N00 degrees 30'00"E, a distance of 84.48 feet; thence N45 degrees 30'30"E, a distance of 127.38 feet; thence S89 degrees 29'00"E, a distance of 104.04 feet; thence S09 degrees 30'30"W, a distance of 214.81 feet to the Point of Beginning.

AND:

PARCEL "C": Filled land being a portion of the Palmas Grant, Section 38, Township 16 South, Range 33 East and being described as follows: Commence at the intersection of R. J. Christy's south line per Map Book 7, page 33 of the Public Records of Volusia County, Florida and the westerly right of way line of U.S. Highway No. 1; thence S63 degrees 41'40"W, 972.5 feet along said Christy's line to the East bank of Turnbull Creek; thence N00 degrees 30'30"E, 100 feet; thence N07 degrees 29'30"W, a distance of 216.92 feet for the Point of Beginning; thence N89 degrees 29'30"W, a distance of 139.85 feet to the northerly edge of an existing bulkhead; thence northeasterly along said bulkhead N66 degrees 20'37"E, a distance of 55.70 feet; thence N30 degrees 03'28"E along said bulkhead, a distance of 53.12 feet; thence S41 degrees 48'10"E, a distance of 93.30 feet to the Point of Beginning.

Spruce Creek/50,000 Inc
Volusia County
Page 1 of 1

BEM APPROVED
By SK Date 7-21-99

ATL1

114.3 Acres

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

AMENDMENT NUMBER ONE TO LEASE NUMBER 4195

THIS LEASE AMENDMENT is entered into this 19th day of
February, 2001, by and between the BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA,
hereinafter referred to as "LESSOR" and VOLUSIA COUNTY, FLORIDA,
hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, 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 January 12, 2001, LESSOR and LESSEE entered into
Lease Number 4195; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add
land to the leased property.

NOW THEREFORE, in consideration of the mutual covenants and
agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in
Exhibit "A" of Lease Number 4195 is hereby amended to include the
real property described in Exhibit "A," attached hereto, and by
reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in
each and every respect the terms of the Lease Number 4195 except
as amended shall remain unchanged and in full force and effect
and the same are hereby ratified, approved and confirmed by
LESSOR and LESSEE.

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

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

Judy Woodard
Witness
Judy Woodard
Print/Type Witness Name

Alfreda Mathis
Witness
Alfreda Mathis
Print/Type Witness Name

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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this
19th day of February, 2000, by Gloria C. Nelson,
Operations and Management Consultant Manager, Bureau of Public
Land Administration, Division of State Lands, Florida Department
of Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida. She is personally known to me.

Sylvia S. Roberts
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Sylvia S. Roberts
MY COMMISSION # CC654057 EXPIRES
July 25, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

Approved as to Form and Legality

By: Sam H. Hester
DEF Attorney

Constance Gimba
Witness

VOLUSIA COUNTY, FLORIDA
BY ITS COUNTY COUNCIL

By: Dwight D. Lewis (SEAL)

Constance Gimba
Print/Type Witness Name

Dwight D. Lewis
Print/Type Name

Carol S. Dill
Witness

Title: Chairman

Carol S. Dill
Print/Type Witness Name

OFFICIAL SEAL
ATTEST: [Signature]
County Manager/Clerk
County Council of Volusia of
County

"LESSEE"

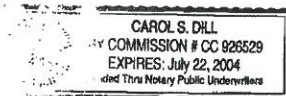
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this
12th day of February, 2001, by Dwight D. Lewis and
Ray W. Pennebaker as Chairman and
Chief Operating Officer, respectively, on behalf of the
County Council of Volusia County. They are personally known to
me.

Carol S. Dill
Notary Public, State of Florida
Carol S. Dill
Print/Type Notary Name

Commission Number:

Commission Expires:



APPROVED BY: [Signature]
FRANK B. GUMMEY, III
Assistant County Attorney
County of Volusia

Please Return To:

Wendi McAleese
American Home Title Insurance, Inc.
2901 W. Busch Blvd., Ste. 910
Tampa, FL 33618

EXHIBIT "A"
LEGAL DESCRIPTION

(Transfer Amt \$1390000)
Instrument # 2000-115072
Book: 4566
Page: 2964

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 28th day of June, A.D. 2000, between the ATLANTIC CENTER FOR THE ARTS, INC., a Florida non-profit corporation, whose post office address is 1414 Art Center Blvd. New Smyrna Beach, FL 32169, Grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Volusia County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel ID Number: SEE EXHIBIT "B" ATTACHED HERETO

Grantor herein further releases any and all right, title or interest it may have in that certain easement set forth in the Warranty Deed recorded January 16, 1986 in Official Records Book 2774, Page 1561 of the Public Records of Volusia County, Florida. Reserving, however, to the Grantor, a perpetual, non-exclusive easement for ingress and egress purposes over, across and through Parcel "9" described in Exhibit "A" attached hereto. Said easement is appurtenant to Grantor's lands located to the west of the lands conveyed in this deed.

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

TO HAVE AND TO HOLD the same unto the said grantee in fee simple forever.

AND the said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor, but against none other.

IN WITNESS WHEREOF the grantor has executed these presents, the day and year first written.

Signed, sealed and delivered in the presence of:

ATLANTIC CENTER FOR THE ARTS, INC., a Florida non-profit corporation

Kathryn Williams
(Signature of First Witness)
Kathryn B. Williams
Printed name of First Witness

BY:

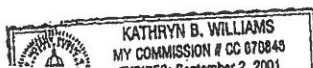
Paul Markunas
PAUL MARKUNAS, Chief Executive Officer.

Terry L. McMillian
(Signature of Second Witness)
Terry L. McMillian
Printed name of Second Witness

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 28th day of June, 2000, by PAUL MARKUNAS as Chief Executive Officer of ATLANTIC CENTER FOR THE ARTS, INC., a Florida non-profit corporation, on behalf of said corporation. Such person is personally known to me or produced as identification.



Kathryn Williams
Notary Public,
(NOTARY PUBLIC SEAL)

EXHIBIT "A"

PARCEL 1

U.S. LOT 1 AND THE NORTH 354 FEET OF U.S. LOT 2, ALL LYING WEST OF A MID-LINE OF THE MAIN STREAM OF MURRAY CREEK, ALL IN SECTION 36, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

PARCEL 2

THE SOUTH 326 FEET OF THE NORTH 680 FEET OF THAT PART OF U.S. LOT 2, SECTION 36, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST OF THE EAST BANK OF MURRAY CREEK, VOLUSIA COUNTY, FLORIDA.

PARCEL 3

THE NORTH 1679 FEET OF THE EAST 300 FEET OF U.S. LOT 1, SECTION 35, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH A 20 FOOT EASEMENT DESCRIBED IN OFFICIAL RECORD BOOK 2054, PAGE 0917, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4

THE EAST 50 FEET OF THE SOUTH 968.30 FEET OF THE NORTH 2644.60 FEET OF SECTION 35, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE LIMITS OF THE COUNTY MAINTENANCE OF ARTS CENTER ROAD.

PARCEL 5

THE EAST 300 FEET OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPT THE NORTHERLY 100 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE PALMAS GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

PARCEL 6

THAT PART OF U.S. LOT 2, SECTION 25, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING SOUTHWESTERLY OF U.S. HIGHWAY NO. 1, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE PALMAS GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND THE SOUTH RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 (STATE ROAD 5) AS SHOWN ON D.O.T. RIGHT-OF-WAY PLAT NO. 7901 (279) 175, A 180 FOOT RIGHT-OF-WAY AS NOW LAID OUT; THENCE ALONG SAID SOUTH RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1 SOUTH 68 DEGREES, 49 MINUTES, 26 SECONDS EAST FOR A DISTANCE OF 128.16 FEET TO A POINT SAID POINT BEING AT THE INTERSECTION OF A LINE 100 FEET SOUTHERLY AND PARALLEL TO THE SOUTH LINE OF THE PALMAS GRANT; THENCE ALONG SAID LINE SOUTH 59 DEGREES, 53 MINUTES, 25 SECONDS WEST FOR A DISTANCE OF 407.76 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 30 DEGREES, 06 MINUTES, 35 SECONDS EAST ALONG THE WEST SIDE OF A 50 FOOT ROAD FOR A

Spruce Creek/Bolt
Volusia County
1 of 3

DSM APPROVED
By SK Date 6-21-00

DISTANCE OF 350 FEET; THENCE PARALLEL TO THE SOUTH LINE OF PALMAS GRANT SOUTH 59 DEGREES, 53 MINUTES, 25 SECONDS WEST FOR A DISTANCE OF 350 FEET; THENCE NORTH 30 DEGREES, 06 MINUTES, 35 SECONDS WEST PARALLEL TO SAID 50 FOOT RIGHT-OF-WAY 350 FEET TO A POINT IN THE SOUTH LINE OF 100 FOOT RIGHT-OF-WAY AFOREMENTIONED; THENCE NORTH 59 DEGREES, 53 MINUTES, 25 SECONDS EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 350 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE EASEMENT, RIGHTS AND PRIVILEGES UNDER THE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1705, PAGE 1739, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

• PARCEL 7 & 8 COMBINED

A PART OF U.S. LOT 2, SECTION 25, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE ALONG THE SOUTH LINE SAID SECTION 25, SOUTH 89 DEGREES, 15 MINUTES, 55 SECONDS EAST, 400.79 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ON SAID SOUTH LINE SECTION 25, SOUTH 89 DEGREES, 15 MINUTES, 55 SECONDS EAST, 812.66 FEET; THENCE CONTINUE ALONG SAID SOUTH LINE OF SECTION 25, SOUTH 89 DEGREES, 08 MINUTES, 06 SECONDS EAST, 320.60 FEET MORE OR LESS TO THE CENTERLINE OF MURRAY CREEK; THENCE ALONG THE CENTERLINE OF MURRAY CREEK IN A NORTHWESTERLY DIRECTION FOR A DISTANCE OF 580 FEET MORE OR LESS TO A POINT INTERSECTING WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 (A 180 FOOT RIGHT-OF-WAY) WITH A BEARING OF SOUTH 68 DEGREES 50 MINUTES, 46 SECONDS EAST; THENCE NORTH 68 DEGREES 50 MINUTES 46 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1, 498.45 FEET, MORE OR LESS TO A POINT SITUATE ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1; THENCE SOUTH 59 DEGREES 55 MINUTES 54 SECONDS WEST, DEPARTING FROM SAID SOUTHERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY No. 1, PARALLEL TO AND 100 FEET SOUTH OF THE PALMAS GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 33 EAST, 407.76 FEET TO THE WESTERLY LINE OF A 50 FOOT ROAD EASEMENT; THENCE SOUTH 30 DEGREES, 04 MINUTES, 06 SECONDS EAST, ALONG SAID WESTERLY LINE OF SAID 50 FOOT ROAD EASEMENT, 350.00 FEET; THENCE SOUTH 59 DEGREES, 55 MINUTES, 54 SECONDS WEST PARALLEL TO SAID PALMAS GRANT FOR A DISTANCE OF 350.00 FEET; THENCE SOUTH 30 DEGREES, 04 MINUTES, 06 SECONDS EAST A DISTANCE OF 31.43 FEET TO THE POINT OF BEGINNING.

Spruce Creek/Bolt
Volusia County
2 of 3

BSM APPROVED
By SK Date 6-21-00

PARCEL 9

THE NORTHERLY 100 FEET AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE PALMAS GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 33 EAST, OF THE EASTERLY 300 FEET OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND OF THAT PART OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF U.S. HIGHWAY NO. 1, VOLUSIA COUNTY, FLORIDA.

EXHIBIT "B"

6336-00-00-0015

6336-00-00-0032

6335-00-00-0070

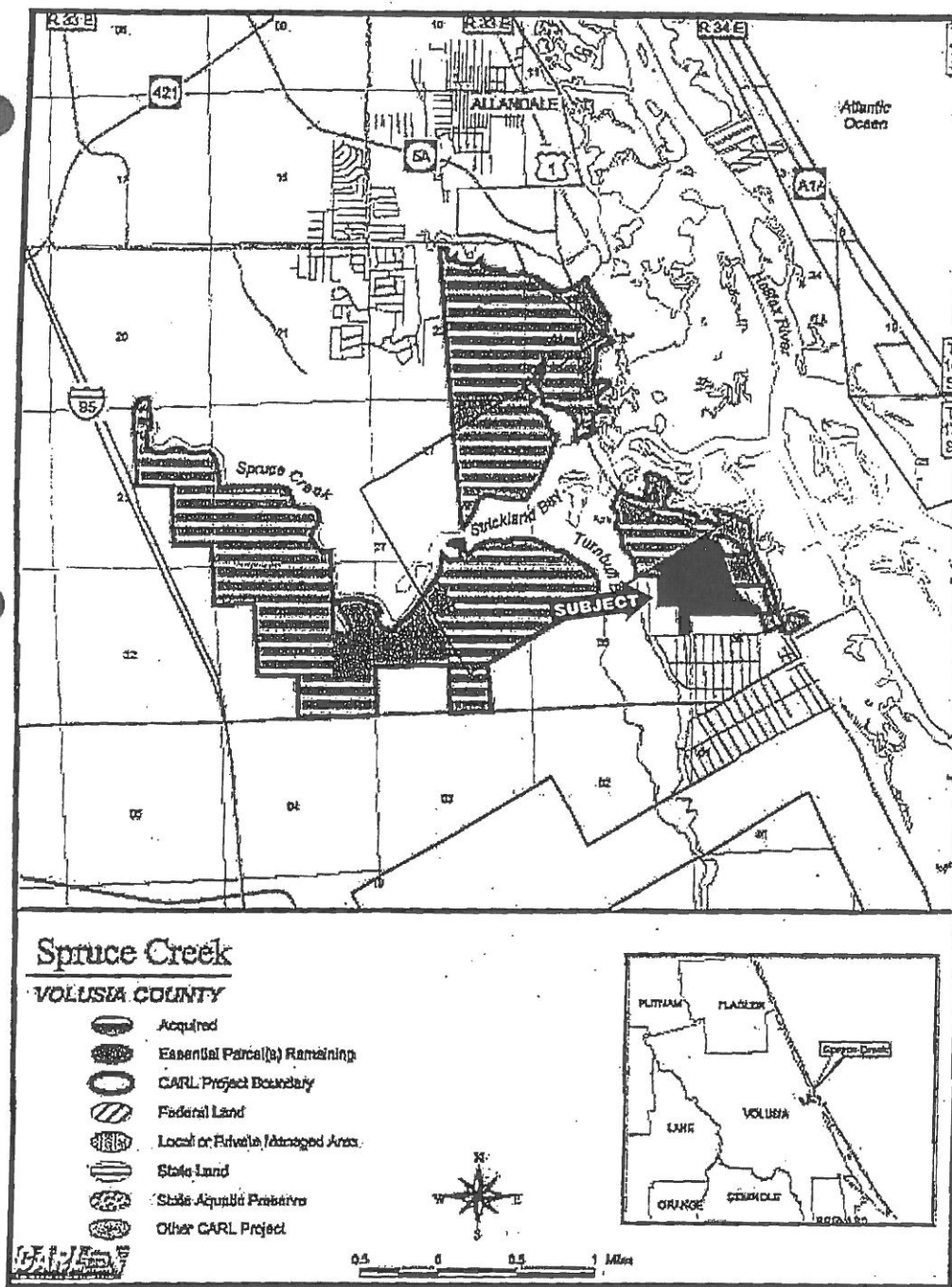
6325-00-00-0011

6325-00-00-0023

6325-00-00-0020

6325-00-00-0010

6326-00-00-0010



SPRUCE CREEK
ATLANTIC CENTER FOR THE ARTS
 SECTIONS 25,26,35 + 36 - TOWNSHIP 16 SOUTH - RANGE 33 EAST
 VOLUSIA COUNTY, FLORIDA

ATL1

114.3 Acres

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

AMENDMENT NUMBER ONE TO LEASE NUMBER 4195

THIS LEASE AMENDMENT is entered into this ____ day of _____, 20__, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and VOLUSIA COUNTY, FLORIDA, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, 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 January 12, 2001, LESSOR and LESSEE entered into Lease Number 4195; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 4195 is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of the Lease Number 4195 except as amended shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR and LESSEE.

ATL1

(15.47 acres)

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

AMENDMENT NUMBER 2 TO LEASE NUMBER 4195
SPRUCE CREEK

THIS LEASE AMENDMENT is entered into this 23rd day of July,
2002, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST
FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and VOLUSIA
COUNTY, FLORIDA, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, 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 January 12, 2001, LESSOR and LESSEE entered into Lease
Number 4195; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the
leased property.

NOW THEREFORE, in consideration of the mutual covenants and agreements
contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of
Lease Number 4195 is hereby amended to include the real property described in
Exhibit "A," attached hereto, and by reference made a part hereof.
2. It is understood and agreed by LESSOR and LESSEE that in each and every
respect the terms of the Lease Number 4195, except as amended, shall remain
unchanged and in full force and effect and the same are hereby ratified,
approved and confirmed by LESSOR and LESSEE.

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

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

Judy Woodward
Witness
Judy Woodward
Print/Type Witness Name

Holence Davis
Witness
Holence Davis
Print/Type Witness Name

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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 23rd day of July, 2002, by Gloria C. Nelson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Cheryl J. King
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:



Approved As to Form and Legality

By: [Signature]
DEP Attorney

VOLUSIA COUNTY, FLORIDA,
BY ITS COUNTY COUNCIL

Constance Gindra
Witness

CONSTANCE GINBA
Print/Type Witness Name

Diane Tyler
Witness

Diane Tyler
Print/Type Witness Name

By: [Signature] (SEAL)

Anna McFall
Print/Type Name


Title: [Signature]

ATTEST: [Signature]
County Manager/Clerk
County Council of Volusia County

"LESSEE"

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of July, 2002, by Anna McFall and Ron W. Brantchaker, as Clerk and Volusia County Manager, respectively, on behalf of the County Council of Volusia County. They are personally known to me.

 Susan M Whittaker
My Commission CC754321
Expires August 8, 2002

[Signature]
Notary Public, State of Florida

SUSAN M. WHITTAKER

Print/Type Notary Name

Commission Number: CC754321

Commission Expires: 8/8/02

Please Return To:
Daniel E. Manausa, Esquire
Smith, Thompson, Shaw, & Manausa, P. A.
3520 Thomasville Road, 4th Floor
Tallahassee, FL 32308-3469

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 23 day of February, A.D. 2002, between ROBERT A. KAYAT AND ERNESTINA D. KAYAT, whose collective post office address is 4100 U. S. Highway 1 South, Edgewater, Florida 32141, grantors, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantors, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantors in hand paid by said grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Volusia County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 632500000030 & 633801260010

This conveyance is subject to easements, restrictions, limitations, and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantors, nor contiguous to homestead property, as such homestead is defined under Florida law.

AND the said grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantors have hereunto set grantors' hands and seals, the day and year first above written.

Signed, sealed and delivered in
the presence of:

Kim Caron
(Signature of First Witness)

KIM CARON
(Printed, Typed or Stamped Name
of First Witness)

Donna J. Austin
(Signature of Second Witness)

DONNA J. AUSTIN
(Printed, Typed or Stamped Name
of Second Witness)

Robert A. Kayat
Robert A. Kayat

Exhibit A
Page 4 of 7 Pages
Att. 2 to Lease 4195

Approved for Closing
By: [Signature]
DEP Attorney
Date: 2-15-02

Kim Caron
(Signature of First Witness)

KIM CARON
(Printed, Typed or Stamped Name
of First Witness)

Donna J. Austin
(Signature of Second Witness)

DONNA J. AUSTIN
(Printed, Typed or Stamped Name
of Second Witness)

Ernestina D. Kayat
Ernestina D. Kayat

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13 day of February 2002, by Robert A. Kayat. Such person (Notary Public must check applicable box):

☒ is personally known to me.
() produced a driver license.
() produced _____ as identification.

(NOTARY PUBLIC SEAL)



Donna J. Austin
Notary Public

DONNA J. AUSTIN
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: CC776068

My Commission Expires: 10-20-02

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12 day of February 2002, by Ernestina D. Kayat. Such person (Notary Public must check applicable box):

☒ is personally known to me.
() produced a driver license.
() produced _____ as identification.

(NOTARY PUBLIC SEAL)



Donna J. Austin
Notary Public

DONNA J. AUSTIN

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: CC776068

My Commission Expires: 10-20-02

WDP1404.0101

Exhibit A
Page 5 of 7 Pages
Atty. 2 to Lease 4195

Exhibit "A"

That portion of Government Lot 2, Section 25, Township 16 South, Range 33 East, Volusia County, Florida lying North and East of U.S. Highway #1 (also known as State Road No. 5) a 160 foot and 180 foot R/W as now laid out and shown on State Road R/W maps, including old U.S. Highway No. 1 (S.R. #4).

AND

Block A, Palmas Grant, Section 38, Township 16 South, Range 33 East, as shown on map in Map Book 1, Page 23 of the Public Records of Volusia County, Florida.

Exhibit A
Page 6 of 7 Pages
Am. 2 to Lease 4195

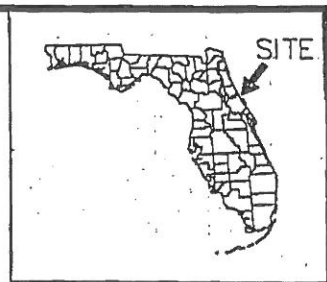
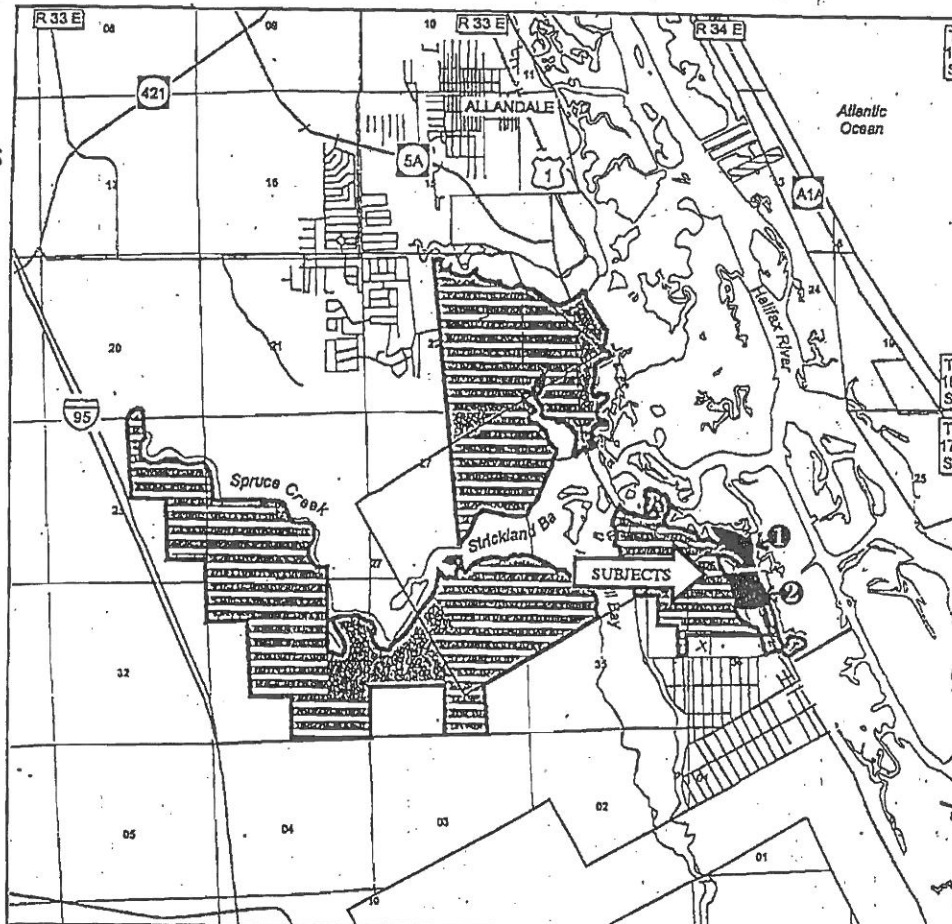
Spruce Creek/KMB Development Corp.
Volusia County

Page 11

✓ BSM APPROVED
By SK Date 3-28-01



NTS



Spruce Creek

VOLUSIA COUNTY

- Acquired
- Essential Parcel(s) Remaining
- CARL Project Boundary
- KMB PROPERTY
- BOLT PROPERTY



0.5 0 0.5 1 Miles

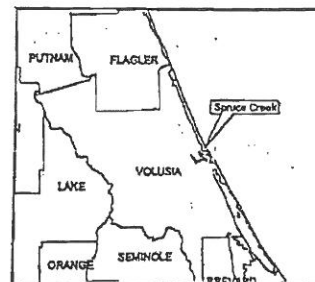


Exhibit A

Page 7 of 7 Pages

Am. 2 to Lease 4195

SPRUCE CREEK
 BOLT & KMB DEVELOPMENT CORP.
 SECTIONS 25, 36, 38 - TOWNSHIP 16 SOUTH - RANGE 33 EAST
 VOLUSIA COUNTY, FLORIDA

ATTACHMENT 2
 PAGE 1

ATL1

126.65 Acres

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT

TRUST FUND OF THE STATE OF FLORIDA

AMENDMENT NUMBER 3 TO LEASE NUMBER 4195

SPRUCE CREEK

THIS LEASE AMENDMENT is entered into this 11th day of April, 2003, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and VOLUSIA COUNTY, FLORIDA, hereinafter referred to as "LESSEE;

W I T N E S S E T H

WHEREAS, 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 January 12, 2001, LESSOR and LESSEE entered into Lease Number 4195; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to add land to the leased property.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The legal description of the leased premises set forth in Exhibit "A" of Lease Number 4195 is hereby amended to include the real property described in Exhibit "A," attached hereto, and by reference made a part hereof.

2. It is understood and agreed by LESSOR AND LESSEE that in each and every respect the terms of the Lease Number 4195 except as amended shall remain unchanged and in full force and effect and the same are hereby ratified, approved and confirmed by LESSOR AND LESSEE.

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

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

Judy Woodard
Witness

Judy Woodard
Print/Type Witness Name

Fredrica W. Jones
Witness

Fredrica W. Jones
Print/Type Witness Name

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

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

11th The foregoing instrument was acknowledged before me this
day of April, 2003, by Gloria C. Nelson,
Operations and Management Consultant Manager, Bureau of Public
Land Administration, Division of State Lands, Florida Department
of Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

Diane C. Rogowski
Notary Public, State of Florida

Print/Type Notary Name Diane C. Rogowski

Commission Number:  MY COMMISSION # DD113323 EXPIRES
May 24, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

Commission Expires:

Approved as to Form and Legality

By: Sam L. Hester
DEP Attorney

VOLUSIA COUNTY, FLORIDA
by its County Council

Constance Gimba
Witness

By: Frank T. Bruno, Jr. (SEAL)

Constance Gimba
Print/Type Witness Name

Frank Bruno
Print/Type Name

Diane Tyler
Witness

Title: Chair, County Council

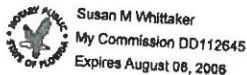
Diane Tyler
Print/Type Witness Name

ATTEST: Ray W. Pennabaker
County Manager/Clerk
County Council of Volusia
County

"LESSEE"

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this
17th day of March, 2003, by Frank T. Bruno, Jr.
and Ray W. Pennabaker, as Council Chair
and Deputy County Manager, respectively, on behalf of
the County Council of Volusia County. They are personally known
to me.



Susan M. Whittaker
Notary Public, State of Florida
Susan M. Whittaker
Print/Type Notary Name

Commission Number: **DD112645**

Commission Expires: **8/8/06**

This Instrument Prepared By and

Please Return To: Elaine Vergara
American Government Services Corp
2901 West Bush Blvd Suite 910
Tampa, Florida 33618

05/16/2002 12:18
Doc stamps 0.70
(Transfer Amt \$ 10)
Instrument # 2002-107434
Book: 4864
Page: 4667

COUNTY DEED

(STATUTORY FORM - SECTION 125.411, F.S.)

THIS INDENTURE, made this 12th day

of April, A.D. 2002, between County of Volusia, a political subdivision of the State of Florida, whose address is 123 W. Indiana Avenue, Deland, 32720, of the County of Volusia, in the State of Florida, party of the first part, and the BOARD OF TRUSTEES OF THE INTERNAL

IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, party of the second part,

(Wherever used herein the terms "party of the first part" and "party of the second part" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Party of the first part" and "party of the second part" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in Volusia County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Acceptance of Transfer of Title to Donated Lands attached hereto as Exhibit "B" and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 6333-00-00-0080; 6333-00-00-0050; 6333-00-00-0040; 6329-00-00-0041; 6328-00-00-0140; 6328-00-00-0130; 6328-00-00-0120; 6328-00-00-0110, 6328-00-00-0112.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its County Council acting by the Chair or Vice Chair of said council, the day and year aforesaid.

COUNTY OF VOLUSIA
a political subdivision of the State of Florida

BY: Ann McFall

Ann McFall, Chair
County of Volusia Council

Attest: Cynthia A. Coto

Cynthia A. Coto, County Manager

(Official Seal)

EXHIBIT "A"

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the West 430 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the East 890 feet of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, except the East 668.9 feet of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying North of Spruce Creek and West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ lying Southwest of the main run of Spruce Creek, all in Section 28, Township 16 South, Range 33 East, Volusia County, Florida.

TOGETHER WITH

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, all in Section 33, Township 16 South, Range 33 East, Volusia County, Florida.

TOGETHER WITH

All of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, also the North 511 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 16 South, Range 33 East, Volusia County, Florida.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A portion of Sections 28, 29 and 33, Township 16 South, Range 33 East, Volusia County, Florida, described as follows: From the Southwest corner of said Section 28, as the Point of Beginning, run N 01°05'03" E along the West line of said Section 28, a distance of 813.05 feet; thence departing said line, run N 88°27'19" W along the South line of the North 511 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 29, a distance of 1332.58 feet; thence N 01°06'17" E along the West line of the East $\frac{1}{4}$ of said Section 29, a distance of 1833.85 feet; thence S 88°30'34" E along the North line of the South $\frac{1}{2}$ of said Section 29, a distance of 1331.91 feet to the West line of said Section 28; thence S 89°02'38" E along the North line of the South $\frac{1}{2}$ of said Section 28, a distance of 2004.05 feet; thence S 01°23'30" W along the East line of the West $\frac{1}{4}$ of the South $\frac{1}{2}$ of said Section 28, a distance of 194.88 feet, more or less to the center of Spruce Creek; thence run Southeasterly along the center of said Spruce Creek to the South line of said Section 28; thence S 89°43'01" E along the South line of said Section 28, a distance of 160 feet, more or less, to the East line of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 33; thence S 01°27'37" W along said line a distance of 2602.74 feet; thence continue S 01°27'37" W along the East line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33, a distance of 1308.24 feet; thence S 88°58'42" E along the North line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33, a distance of 1326.60 feet to the East line of said Section 33; thence S 01°47'14" W along said East line a distance of 1309.53

Spruce Creek Donation
Volusia County
Page 1 of 2

BSM APPROVED
By SK Date 4-20-99

feet; thence N 88°55'33" W along the South line of said Section 33, a distance of 2638.24 feet; thence departing said line, run N 01°07'58" E along the West line of the Southwest ¼ of the Southeast ¼ of said Section 33, a distance of 1306.99 feet; thence N 88°58'42" W along the South line of the Northeast ¼ of the Southwest ¼ of said Section 33, a distance of 1320.96 feet; thence N 01°03'07" E along the West line of the Northeast ¼ of the Southwest ¼ and the West line of the Southeast ¼ of the Northwest ¼ of said Section 33, a distance of 2604.69 feet; thence N 88°47'09" W along the South line of the Northwest ¼ of the Northwest ¼ of said Section 33, a distance of 1324.65 feet to the West line of said Section 33; thence N 00°58'15" E along said West line, a distance of 1304.57 feet to the Point of Beginning.

LESS AND EXCEPT

The South ½ of the Southeast ¼, together with the Southerly 99.90 feet of the Northwest ¼ of the Southeast ¼, all in Section 33, Township 16 South, Range 33 East, Volusia County, Florida.

Spruce Creek Donation
Volusia County
Page 2 of 2

BSM APPROVED
By SK Date 4-20-99

EXHIBIT "B"

Book: 4864
Page: 4670
Diane M. Matousek
Volusia County, Clerk of Court

ACCEPTANCE OF TRANSFER OF TITLE TO DONATED LANDS

Board of Trustees of the Internal Improvement Trust Fund of the State of Florida hereby accepts this conveyance as a transfer of title of the real property as described in this Deed in accordance with F. S. 259.04(10)(a).

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

Judith A. Booth
(SIGNATURE OF FIRST WITNESS)

Judith A. Booth
(PRINTED, TYPED OR STAMPED NAME OF
FIRST WITNESS)

Adrienne Bellflower
(SIGNATURE OF SECOND WITNESS)

Adrienne Bellflower
(PRINTED, TYPED OR STAMPED NAME OF
SECOND WITNESS)

BY: Lynda I. Godfrey
Lynda I. Godfrey, Senior Acquisition Review Agent
DIVISION OF STATE LANDS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
as agent for and on behalf of the Board of Trustees
of the Internal Improvement Trust Fund
of the State of Florida

4-30-02
Date Signed

STATE OF Florida

COUNTY OF Leon

The foregoing instrument was acknowledged before me this 30 day of April, 2002, by Lynda I. Godfrey, Senior Acquisition Review Agent, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

(NOTARY PUBLIC SEAL)



Adrienne Bellflower
Notary Public

Adrienne Bellflower
(Printed, Typed, or Stamped Name of Notary Public)

Commission No.: DD104135

My Commission Expires: 4/4/06

APPENDIX B:
Legal Description

Legal Description:

All Blks 1 to 4 including exc 10 acres in blk 3 per mb 6 pg 106 & exc 4.6 A in st rd & blks B & C & inc vac streets adj per res 96-82 or bk 4102 pg 4393 & rip rts Palmas Grant Inc per or 4167 pg 3018-3019.

Exhibit "A"

PARCEL "A": Beginning at the intersection of R.J. Christy's south line per Map Book 7, page 33 of the Public Records of Volusia County, Florida and the westerly right of way line of U.S. Highway #1; thence S63 degrees 41'40"W, 972.5 feet along said Christy's line to the East bank of Turnbull Creek; thence N00 degrees 30'30"E, 100 feet; thence N07 degrees 29'30"W, 216.92 feet; thence N41 degrees 48'10"W, 261.71 feet; thence N12 degrees 01'50"E, 138.17 feet; thence N24 degrees 13'40"E, 362.7 feet to a point on the curve of the westerly right of way line of U.S. Highway No. 1; thence southerly along the said curve of said right of way line 868.58 feet (arc distance) to said curve's PC; thence S68 degrees 49'30"E, 190.61 feet along said Highway right of way line to the Point of Beginning. All being in the Palmas Grant, Section 38, Township 16 South, Range 33 East. EXCEPTING THEREFROM THE FOLLOWING: Commence at the intersection of the westerly right of way line of U.S. Highway No. 1 and the southerly line of R.J. Christy's property as shown on map in Map Book 7, page 33, of the Public Records of Volusia County, Florida; thence northerly along the said right of way line 550.09 feet for the Point of Beginning; thence S05 degrees 01'40"W, 331.67 feet; thence N54 degrees 17'46"W, 300 feet; thence N05 degrees 01'40"E, 331.67 feet to the westerly right of way line of said U.S. Highway No. 1; thence southerly 300.25 feet along the said westerly right of way line to the Point of Beginning. All lying and being in the Palmas Grant, Section 38, Township 16 South, Range 33 East.

AND:

PARCEL "B": Commence at the intersection of R. J. Christy's south line per Map Book 7, page 33 of the Public Records of Volusia County, Florida and the westerly right of way line of U.S. Highway No. 1; thence S63 degrees 41'40"W, 972.5 feet along said Christy's line to the East bank of Turnbull Creek; thence N00 degrees 30'30"E, 100 feet for the Point of Beginning; thence N59 degrees 29'30"W, 335.74 feet; thence N59 degrees 29'30"W, 80.52 feet; thence N00 degrees 30'30"E, 84.48 feet; thence N45 degrees 30'30"E, 127.38 feet; thence S89 degrees 29'30"E, 305.21 feet; thence S07 degrees 29'30"E, 216.92 feet to the Point of Beginning. All being in the Palmas Grant, Section 38, Township 16 South, Range 33 East. EXCEPTING THEREFROM THE FOLLOWING: Lot 7, Divito's Unrecorded Subdivision, being a portion of the Palmas Grant, Section 38, Township 16 South, Range 33 East; and being more particularly described as follows: Commence at the intersection of the R.J. Christy's south line per Map Book 7, page 33 of the Public Records of Volusia County, Florida and the westerly right of way line of U.S. Highway #1; thence S63 degrees 41'40"W, 972.50 feet along the said Christy's line to the east bank of Turnbull Creek; thence N00 degrees 30'30"E, 100.00 feet; thence N89 degrees 29'30"W, a distance of 231.37 feet for the POINT OF BEGINNING; thence continue N89 degrees 29'30"W, a distance of 124.38 feet; thence N59 degrees 29'30"W, a distance of 80.52 feet; thence N00 degrees 30'00"E, a distance of 84.48 feet; thence N45 degrees 30'30"E, a distance of 127.38 feet; thence S89 degrees 29'00"E, a distance of 104.04 feet; thence S00 degrees 30'30"W, a distance of 214.81 feet to the Point of Beginning.

AND:

PARCEL "C": Filled land being a portion of the Palmas Grant, Section 38, Township 16 South, Range 33 East and being described as follows: Commence at the intersection of R. J. Christy's south line per Map Book 7, page 33 of the Public Records of Volusia County, Florida and the westerly right of way line of U.S. Highway No. 1; thence S63 degrees 41'40"W, 972.5 feet along said Christy's line to the East bank of Turnbull Creek; thence N00 degrees 30'30"E, 100 feet; thence N07 degrees 29'30"W, a distance of 216.92 feet for the Point of Beginning; thence N89 degrees 29'30"W, a distance of 139.85 feet to the northerly edge of an existing bulkhead; thence northeasterly along said bulkhead N66 degrees 20'37"E, a distance of 55.70 feet; thence N30 degrees 05'28"E along said bulkhead, a distance of 53.12 feet; thence S41 degrees 48'10"E, a distance of 93.50 feet to the Point of Beginning.

OWNERSHIP:

VOLUSIA COUNTY HOLDS OWNERSHIP TO THE ENTIRE PARCEL
CONSISTING OF 21.38 ACRES.

DEVELOPER:

VOLUSIA COUNTY PARKS & RECREATION
123 WEST INDIANA AVENUE
DELAND, FLORIDA 32720

ENGINEER:

WILLIAM G. GRAY P.E.
COUNTY ENGINEER
123 WEST INDIANA AVENUE
DELAND, FLORIDA 32720

LEGAL DESCRIPTION:

A PORTION OF BLOCKS 24 & 25, LYING WESTERLY OF U.S. HIGHWAY NO.
1, A 160 FOOT RIGHT-OF-WAY, PALMAS GRANT SUBDIVISION AS RECORDED
IN MAP BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY
FLORIDA; AND A PORTION OF GOVERNMENT LOT 3, SECTION 23, TOWNSHIP
16 SOUTH, RANGE 33 EAST. SAID PARCEL CONTAINING 21.38 ACRES.

CONCURRENT ZONING:

A-2

VEHICULAR CIRCULATION:

DRIVEWAYS AND PARKING PATTERNS AS SHOWN.

CONNECTION TO PUBLIC RIGHT OF WAY:

THE DRIVEWAY WILL CONNECT TO U.S.1 AS SHOWN.

SEWER AND WATER CAPACITY:

SEWER: BY ON SITE SEPTIC TANK(1050 GAL),
w/500 sq.ft. ELEVATED DRAIN FIELD.(2 REQ.D.)
WATER: CENTRAL SYSTEM ON SITE.

PHASE 1

PAVILION & RESTROOMS
PLAYGROUND
CARETAKERS TRAILER
PICNIC AREA 1
PICNIC AREA 2
WATER TREATMENT PLANT
12' MOSQUITO CONTROL MAINTENANCE
ROAD & HORSE PATH
40 PARKING SPACES
PUBLIC FISHING PEIR
TENT CAMPING AREA (17 SPACES)

EXHIBIT "A"

2:471328

The Northwest 1/4 of the Southwest 1/4 and the West 430' ^{BOOK} of the Southwest 1/4 and the East 890 feet of the Southwest 1/4 ^{PAGE} of the Southwest 1/4 and the East 1/2 of the Southwest 1/4, except the East 668.9 feet of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 lying North of Spruce Creek and West 1/2 of the Southeast 1/4 lying Southwest of the main run of Spruce Creek, all in Section 28, Township 16 South, Range 33 East, Public Records of Volusia County, Florida.

TOGETHER WITH

The Northwest 1/4 of the Northwest 1/4 and the East 1/2 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4, and the Northeast 1/4 of the Southwest 1/4 and Northwest 1/4 of Southeast 1/4 and South 1/2 of the Southeast 1/4, all in Section 33, Township 16 South, Range 33 East, Public Records of Volusia County, Florida.

TOGETHER WITH

All of the Northeast 1/4, of the Southeast 1/4, also the North 511 feet of the Southeast 1/4, of the Southeast 1/4, of Section 29, Township 16 South, Range 33 East, Volusia County, Florida.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A portion of Sections 28, 29 and 33, Township 16 South, Range 33 East, Volusia County, Florida, described as follows: From the Southwest corner of said Section 28, as the Point of Beginning, run North 01 Degrees 05 Minutes 03 Seconds East along the West line of said Section 28 a distance of 813.05 feet; thence departing said line, run North 88 Degrees 27 Minutes 19 Seconds West along the South line of the North 511 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 29 a distance of 1332.58 feet; thence North 01 Degrees 06 Minutes 17 Seconds East along the West line of the East 1/4 of said Section 29 a distance of 1833.85 feet; thence South 88 Degrees 30 Minutes 34 Seconds East along the North line of the South 1/2 of said Section 29 a distance of 1331.91 feet to the West line of said Section 28; thence South 89 Degrees 02 Minutes 38 Seconds East along the North line of the South 1/2 of said Section 28 a distance of 2004.05 feet; thence South 01 Degrees 23 Minutes 30 Seconds West along the East line of the West 3/4 of the South 1/2 of said Section 28 a distance of 194.88 feet, more or less to the center of Spruce Creek; thence run Southeasterly along the center of said Spruce Creek to the South line of said Section 28; thence South 89 Degrees 43 Minutes 01 Seconds East along the South line of said Section 28 a distance of 160 feet, more or less, to the East line of the West 1/2 of the Northeast 1/4 of said Section 33; thence South 01 Degrees 27 Minutes 37 Seconds West along said line a distance of 2602.74 feet; thence continue South 01 Degrees 27 Minutes 37 Seconds West along the East line of the Northwest 1/4 of the Southeast 1/4 of said Section 33 a distance of 1308.24 feet; thence South 88 Degrees 58 Minutes 42 Seconds East along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 33 a distance of 1326.60 feet to the East line of said Section 33; thence South 01 Degrees 47 Minutes 14 Seconds West along said East line a distance of 1309.53 feet; thence North 88 Degree 55 Minutes 33 Seconds West along the South line of said Section 33 a distance of 2638.24 feet; thence departing said line, run North 01 Degrees 07 Minutes 58 Seconds East along the West line of the Southwest 1/4 of the Southeast 1/4 of said Section 33 a distance of 1306.99 feet; thence North 88 Degrees 58 Minutes 42 Seconds West along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 33 a distance of 1320.96 feet; thence North 01 Degrees 03 Minutes 07 Seconds East along the West line of the Northeast 1/4 of the Southwest 1/4 and the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 33 a distance of 2604.69 feet; thence North 88 Degrees 47 Minutes 09 Seconds West along the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 33 a distance of 1324.65 feet to the West line of said Section 33; thence North 00 Degrees 58 Minutes 15 Seconds East along said West line a distance of 1304.57 feet to the Point of Beginning.

Containing 611.48 acres, more or less.

Subject to Right of Way Easement recorded in Deed Book 290, Page 345, Public Records of Volusia County, Florida. B-5

Subject to Right of Way Easement recorded in Official Records Book 199, Page

27471329

BOOK PAGE
VOLUME 2 INTY
FILE 24

EXHIBIT "A" CONTINUED

A portion of Sections 3 and 4, Township 17 South, Range 33 East, Volusia County, Florida, described as follows:

From the Northeast corner of said Section 4, run South 89 Degrees 08 Minutes 30 Seconds West along the North line of said Section 4 a distance of 506.98 feet to the Point of Beginning of the centerline of a 60 foot access and utility easement, being 30.00 feet on each side of the following described centerline; thence South 01 Degrees 07 Minutes 00 Seconds West, parallel with the East line of said Section 4 a distance of 1839.26 feet to the P.C. of a curve, concave Northeast, having a radius of 675.00 feet and a central angle of 54 Degrees 31 Minutes 26 Seconds; thence run Southerly along the arc of said curve a distance of 642.34 feet; thence South 53 Degrees 24 Minutes 26 Seconds East a distance of 350.00 feet to the centerline of Turnbull Bay Road and the termination of said centerline.

EXHIBIT "A" (CONTINUED)

The South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, together with the Southerly 99.90 feet of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, all in Section 33, Township 16 South, Range 33 East, Volusia County, Florida.

Also a portion of Sections 3 and 4, Township 17 South, Range 33 East, Volusia County, Florida, described as follows:

From the Northeast corner of said Section 4, run South 89 Degrees 08 Minutes 30 Seconds West along the North line of said Section 4 a distance of 506.98 feet to the Point of Beginning of the centerline of a 60 foot access and utility easement, being 30.00 feet on each side of the following described centerline; thence South 01 Degrees 07 Minutes 00 Seconds West, parallel with the East line of said Section 4 a distance of 1839.26 feet to the P.C. of a curve, concave Northeast, having a radius of 675.00 feet and a central angle of 54 Degrees 31 Minutes 26 Seconds; thence run Southerly along the arc of said curve a distance of 642.34 feet; thence South 53 Degrees 24 Minutes 26 Seconds East a distance of 350.00 feet to the centerline of Turnbull Bay Road and the termination of said centerline.

SUBJECT to Right of Way Easement in Deed Book 290, Page 345, Public Records of Volusia County, Florida.

SUBJECT to Florida Power & Light Easement recorded in Deed Book 199, Page 186, Public Records of Volusia County, Florida.

SUBJECT to certain boundary line agreement between Darrell S. Ozier and Catherine C. Goodrich, recorded in Official Records Book 1892, Page 1727, Public Records of Volusia County, Florida.

SUBJECT to Right of Way in favor of Florida Gas Company, as recorded in Official Records Book 579, Page 685, Public Records of Volusia County, Florida.

SUBJECT to Right of Way of Martin Dairy Road.

SUBJECT to matters contained in that Special Warranty Deed from Berrien Becks, Sr. and Berrien Becks, Jr. to B. H. Oates, Jr., as recorded in Official Records Book 2781, Page 462, Public Records of Volusia County, Florida.

EXHIBIT "A"

PARCEL NUMBER 1

THAT PART OF U.S. LOTS 1 AND 3, SECTION 23, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST OF U.S. HIGHWAY NO. 1, U.S. LOT 2, SECTION 23, TOWNSHIP 16 SOUTH, RANGE 33 EAST, U.S. LOTS 1, 4 AND 5, SECTION 22, TOWNSHIP 16 SOUTH, RANGE 33 EAST. THAT PART OF U.S. LOTS 2 AND 3, SECTION 22, TOWNSHIP 16 SOUTH, RANGE 33 EAST LYING EAST OF FLORIDA EAST COAST RAILWAY. THAT PART OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING EAST OF THE FLORIDA EAST COAST RAILWAY. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY IN LOT 1, SECTION 23, TOWNSHIP 16 SOUTH, RANGE 33 EAST: BEGIN AT A POINT ON THE WEST BOUNDARY OF U.S. NO. 1 HIGHWAY, WHERE THE SAME IS INTERSECTED BY THE SOUTHERLY SHORE OF ROSE BAY AT HIGHWATER MARK, THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID HIGHWAY 295.11 FEET, THENCE WESTERLY AND AT RIGHT ANGLES TO SAID HIGHWAY 295.11 FEET TO A CONCRETE MONUMENT, THENCE NORTHWESTERLY AND PARALLEL TO SAID HIGHWAY 295.11 FEET TO A POINT IN ROSE BAY, THENCE 295.11 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART NOW IN HIGHWAY NO. 1.

PARCEL NUMBER 9

PARCEL "A" - OFFICIAL RECORDS BOOK 2433, PAGE 353, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; SECTION 28, TOWNSHIP 16 SOUTH, RANGE 33 EAST; SOUTHWEST 1/4 OF NORTHWEST 1/4 LYING SOUTH AND WEST OF CREEK, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; NORTHEAST 1/4 SOUTH OF SPRUCE CREEK, ALL LOCATED IN VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM PARCEL "B" OF OFFICIAL RECORDS BOOK 1274, PAGE 552, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA: THAT PART OF: SOUTHWEST 1/4 OF NORTHEAST 1/4, SOUTH OF SPRUCE CREEK, OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS: COMMENCE ON THE SOUTH BOUNDARY OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST AT A POINT 1492.50 FEET WEST FROM THE SOUTHEAST CORNER THEREOF, RUN THENCE NORTH 23 DEGREES 23 MINUTES 50 SECONDS WEST, 2244.30 FEET; THENCE NORTH 66 DEGREES 36 MINUTES 10 SECONDS EAST, 250 FEET TO THE POINT OF BEGINNING; RUN THENCE NORTH 13 DEGREES 36 MINUTES 19 SECONDS EAST, 1770 FEET, MORE OR LESS, TO THE MIDDLE OF SPRUCE CREEK, AND THE END OF THE LINE AS HEREIN DESCRIBED.

PARCEL NUMBER 4

THE PALMAS GRANT ALSO KNOWN AS SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPTING THEREFROM THE FOLLOWING PARTS: LOT 6 IN BLOCK 11; THAT PART OF LOTS 1 AND 2 IN BLOCK 13, LYING EAST OF WHAT IS COMMONLY KNOWN AS THE SAW GRASS MARSH; LOTS 1 AND 2 AND 3, IN BLOCK 14; AND THE WEST 1/2 OF LOT 1 IN BLOCK 13; AND THAT PARCEL OF LAND HERETOFORE CONVEYED TO THE FLORIDA EAST COAST AND GULF RAILROAD CO., (NOW OWNED BY THE FLORIDA EAST COAST RAILROAD) ON OCTOBER 5, 1892, SAID EXCEPTED TRACTS AND THE BLOCKS AND LOTS ABOVE NAMED ARE KNOWN AS LOTS AND BLOCKS IN A PLAT OF THE PALMAS GRANT RECORDED IN MAP BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ALSO EXCEPTING THEREFROM A PORTION OF THE PALMAS GRANT, KNOWN AS THAT PORTION OF LOT OR BLOCK 24, CONNERAT'S SUBDIVISION OF SAID PALMAS GRANT, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF U.S. HIGHWAY NO. 1, ALSO KNOWN AS DIXIE HIGHWAY AND BEING 200 FEET WIDE AS NOW LAID OUT AND OCCUPIED; SAID POINT BEING A DISTANCE OF 1960 FEET SOUTHERLY

EXHIBIT "A" (CONTINUED)

OF, AS MEASURED AT RIGHT ANGLES, TO THE NORTH LINE OF SAID PALMAS GRANT; THENCE SOUTH 14 DEGREES 40 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE OF U.S. HIGHWAY NO. 1 (DIXIE HIGHWAY) A DISTANCE OF 250 FEET TO A POINT THEREIN; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 161 FEET MORE OR LESS TO A HIGH WATER MARK OF SPRUCE CREEK; THENCE NORTHERLY ALONG SAID HIGH WATER MARK A DISTANCE OF 275 FEET MORE OR LESS, TO A POINT IN A LINE PARALLEL TO AND 1960 FEET SOUTHERLY AS MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE OF PALMAS GRANT; THENCE NORTH 60 DEGREES EAST, ALONG SAID PARALLEL LINE A DISTANCE OF 100 MORE OR LESS TO A POINT OF BEGINNING AND ALSO EXCEPTING THEREFROM THAT CERTAIN 10 ACRES OF THE PLOT KNOWN AS "BLACK HAMMOCK", WHICH 10 ACRES ARE BOUNDED ON THE EAST BY THE HIGHWAY OR ROAD WHICH RUNS FROM NEW SMYRNA TO DAYTONA, ON THE NORTH BY SAME HIGHWAY AND BY SPRUCE CREEK, ON THE WEST BY SPRUCE CREEK AND TURNBULL BAY, AND ON THE SOUTH BY OTHER LAND OF PALMAS GRANT. ALSO EXCEPTING THEREFROM THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1 AS NOW LAID OUT AND ESTABLISHED. ALSO EXCEPTING ALL LAND EAST OF U.S. HIGHWAY NO. 1; ALSO EXCEPTING ALL LAND WEST OF THE FLORIDA EAST COAST RAILROAD NORTH OF SPRUCE CREEK AND ALSO EXCEPTING ALL LAND SOUTH OF SPRUCE CREEK EAST OF TURNBULL BAY ALL OF SAID LAND WITHIN THE PALMAS GRANT.

AND ALSO EXCEPTING:

A PORTION OF BLOCKS 24 AND 25, LYING WESTERLY OF U.S. HIGHWAY NO. 1, A 160 FOOT RIGHT OF WAY, PALMAS GRANT SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND A PORTION OF GOVERNMENT LOT 3, SECTION 23, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID PALMAS GRANT PER DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS. THENCE S 59°12'35" W, ALONG THE NORTH LINE OF SAID PALMAS GRANT, 710.79 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1 SAID POINT BEING N 59°12'35" E, .7 FEET FROM A FOUND CONCRETE MONUMENT ON THE SAID PALMAS GRANT LINE. THENCE S 01°05'04" W, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1, 449.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 01°05'04" W, 754.86 FEET; THENCE ALONG A WETLANDS LINE AS LOCATED BY THE VOLUSIA COUNTY ENVIRONMENTAL DEPARTMENT THE FOLLOWING COURSES AND DISTANCES: N 51°14'31" W, 59.41 FEET; THENCE N 09°48'24" E, 22.34 FEET; THENCE N 08°24'49" W, 17.09 FEET; THENCE N 37°27'10" W, 39.89 FEET; THENCE N 17°34'37" E, 54.43 FEET; THENCE N 77°59'03" E, 18.65 FEET; THENCE N 12°41'49" E, 46.89 FEET; THENCE N 20°33'31" W, 36.92 FEET; THENCE N 03°11'47" E, 69.28 FEET; THENCE N 11°00'57" W, 58.82 FEET; THENCE N 28°37'59" W, 53.34 FEET; THENCE N 46°02'53" E, 36.86 FEET; THENCE N 85°35'44" W 34.46 FEET; THENCE S 52°06'38" W, 45.03 FEET; THENCE N 41°22'25" W, 55.36 FEET; THENCE S 03°44'33" W, 72.99 FEET; THENCE S 68°27'07" W, 77.06 FEET; THENCE S 05°21'34" E, 41.28 FEET; THENCE S 45°01'49" E, 47.46 FEET; THENCE S 14°22'22" W, 54.49 FEET; THENCE S 01°53'25" E, 54.31 FEET; THENCE S 21°01'39" E, 44.62 FEET; THENCE S 00°26'23" E, 70.32 FEET; THENCE S 54°00'46" W, 43.72 FEET; THENCE S 34°19'15" W, 83.75 FEET; THENCE S 14°14'25" E, 34.71 FEET; THENCE S 18°33'42" W, 38.56 FEET; THENCE S 09°34'15" E, 72.08 FEET; THENCE S 40°23'55" E, 25.89 FEET; THENCE S 52°41'29" W, 57.61 FEET; THENCE S 72°58'04" W, 41.55 FEET; THENCE S 09°45'32" E 50.10 FEET; THENCE S 33°03'22" E, 35.36 FEET; THENCE S 25°03'54" W, 26.72 FEET; THENCE S 73°21'26" W, 47.51 FEET; THENCE N 79°12'06" W 53.11 FEET; THENCE S 32°05'01" W, 27.61 FEET; THENCE S 72°11'00" E, 39.93 FEET; THENCE S 23°39'57" E, 45.33 FEET; THENCE S 18°24'28" W, 34.01 FEET; THENCE S 81°35'48" W, 64.17 FEET; THENCE N 77°54'30" W, 33.29 FEET; THENCE S 67°23'23" W, 34.67 FEET; THENCE N 65°47'33" W, 62.75 FEET; THENCE N 74°10'59" W, 33.19 FEET;

EXHIBIT "A" (CONTINUED)

THENCE N 09°29'55" W, 48.18 FEET; THENCE N 40°34'52" W, 52.80 FEET; THENCE N 40°55'44" W, 66.27 FEET; THENCE N 53°56'08" W, 63.80 FEET; THENCE N 26°30'18" W, 39.47 FEET; THENCE N 32°50'55" W, 43.11 FEET; THENCE N 34°55'30" W, 169.43 FEET; THENCE N 33°41'56" W, 92.53 FEET; THENCE N 40°04'03" W, 45.87 FEET; THENCE N 52°05'17" W, 51.41 FEET; THENCE N 18°02'44" W, 35.37 FEET; THENCE N 09°15'08" E, 69.20 FEET; THENCE N 08°50'07" E, 53.18 FEET; THENCE N 03°00'10" E, 43.53 FEET; THENCE N 38°48'46" E, 36.62 FEET; THENCE N 06°45'33" E, 70.01 FEET; THENCE N 25°11'18" W 77.84 FEET; THENCE N 00°34'51" W, 79.72 FEET; THENCE N 01°17'24" W, 62.60 FEET; TO THE SAID NORTH LINE OF THE PALMAS GRANT; THENCE N 01°17'24" W, 13.25 FEET; THENCE N 24°09'52" W, 60.85 FEET; THENCE N 02°18'43" E, 62.79 FEET; THENCE N 07°11'38" W, 33.53 FEET; THENCE N 18°56'19" E, 32.93 FEET; THENCE N 12°05'34" W, 37.91 FEET; THENCE N 16°45'13" E, 56.50 FEET; THENCE N 10°07'15" E, 53.71 FEET; THENCE N 46°29'56" E, 26.76 FEET; THENCE S 65°53'18" E, 62.66 FEET; THENCE N 53°32'20" E, 45.25 FEET; THENCE N 39°56'09" E, 48.85 FEET; THENCE N 62°37'18" E, 44.19 FEET; THENCE N 80°12'52" E, 33.29 FEET; THENCE S 78°10'31" E, 36.77 FEET; THENCE S 34°19'53" E, 30.02 FEET; THENCE S 58°09'16" E, 61.04 FEET; THENCE S 40°21'37" W, 53.72 FEET; THENCE S 69°47'21" W, 40.74 FEET; THENCE S 07°54'59" W, 31.08 FEET; THENCE S 21°50'13" E, 51.40 FEET; THENCE S 79°38'15" E, 48.81 FEET; THENCE S 24°54'01" E, 25.92 FEET; TO THE SAID NORTH LINE OF THE PALMAS GRANT; THENCE S 24°54'01" E, 20.73 FEET; THENCE S 43°30'03" W, 28.00 FEET; THENCE N 80°23'56" E, 47.00 FEET; THENCE S 65°15'45" E, 38.00 FEET; THENCE S 75°33'57" E, 45.98 FEET; THENCE N 77°57'27" E, 33.70 FEET; THENCE S 86°51'24" E, 62.12 FEET; THENCE N 71°07'43" E, 37.53 FEET; THENCE N 61°38'46" E, 122.13 FEET; THENCE S 79°36'05" E, 35.51 FEET; THENCE S 57°34'43" E, 49.71 FEET; THENCE S 45°09'18" E, 83.20 FEET; THENCE N 80°37'21" E, 45.34 FEET; THENCE S 47°04'29" E, 42.68 FEET; THENCE S 02°52'05" E, 31.14 FEET; THENCE S 11°31'02" W, 48.19 FEET; THENCE S 88°53'30" E, 54.10 FEET; THENCE N 44°43'50" E, 42.64 FEET; THENCE N 06°03'48" E, 47.80 FEET; THENCE N 23°34'06" E, 63.12 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING

A PORTION OF SAID PALMAS GRANT BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE PALMAS GRANT, RUN ALONG THE SOUTHERLY LINE OF SAID PALMAS GRANT, N 60°34'28" E, 631.90 FEET TO THE POINT OF BEGINNING; THENCE N 14°03'22" W, 1354.64 FEET; THENCE N 30°01'19" W, 673.31 FEET; THENCE S 60°34'28" W, 40.01 FEET; TO THE SOUTHEAST CORNER OF LOT 2, BLOCK 13, SAID PALMAS GRANT; THENCE ALONG THE EASTERLY LINE OF LOTS 1 AND 2, SAID BLOCK 13, N 30°45'33" W, 330.00 FEET; THENCE N 60°34'28" E, 100.03 FEET; THENCE S 30°45'33" E, 323.99 FEET; THENCE S 30°01'19" E, 627.45 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE ALONG SAID RIGHT OF WAY, S 21°32'42" E, 115.35 FEET; THENCE S 14°03'22" E, 1284.75 FEET, TO THE SAID SOUTHERLY LINE OF THE PALMAS GRANT; THENCE ALONG SAID SOUTHERLY LINE S 60°34'28" W, 62.23 FEET, TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING:

A PORTION OF SAID PALMAS GRANT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE PALMAS GRANT, RUN N 07°39'56" W, 2341.78 FEET, TO A POINT ON THE NORTHERLY LINE OF LOT 8, BLOCK 8 OF SAID PALMAS GRANT, BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY LINE OF LOT 8, S 60°34'25" W, 70.00 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 14, OF SAID PALMAS GRANT; THENCE ALONG THE EASTERLY LINE OF SAID LOT 3, N 29°18'53" W,

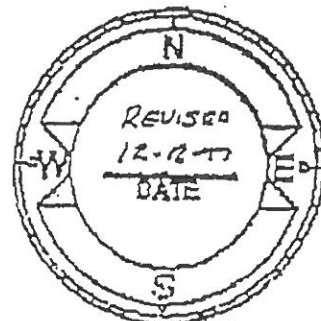
EXHIBIT "A" (CONTINUED)

711.25 FEET TO THE MEAN HIGH WATER LINE OF SPRUCE CREEK; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWO COURSES AND DISTANCES (1) S 58°22'46" E, 86.97 FEET, (2) N 78°31'25" E, 29.15 FEET; THENCE S 29°13'53" E, 626.30 FEET; TO THE POINT OF BEGINNING.

PARCEL 3:

A PORTION OF BLOCKS 24 AND 25 AND A PORTION OF A VACATED 30 FOOT RIGHT OF WAY UNOPENED AND UNUSED LYING BETWEEN BLOCKS 24 AND 25, PALMAS GRANT SUBDIVISION OF SECTION 38, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS SHOWN IN MAP BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EAST OF U.S. HIGHWAY #1, (160 FOOT RIGHT OF WAY AS NOW OCCUPIED) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF PALMAS GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 33 EAST, WITH THE EASTERLY LINE OF U.S. HIGHWAY #1, (160 FOOT RIGHT OF WAY); THENCE SOUTH 01 DEGREES 05 MINUTES 04 SECONDS WEST ALONG THE EASTERLY LINE OF U.S. HIGHWAY #1 A DISTANCE OF 1583.55 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3045.36 FEET AND THROUGH A CENTRAL ANGLE OF 01 DEGREES 30 MINUTES 18 SECONDS A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 3045.36 FEET AND THROUGH A CENTRAL ANGLE OF 07 DEGREES 25 MINUTES 10 SECONDS A DISTANCE OF 394.35 FEET TO A POINT; THENCE NORTH 82 DEGREES 09 MINUTES 39 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT ON A CURVE; THENCE FROM A TANGENT BEARING OF SOUTH 07 DEGREES 49 MINUTES 42 SECONDS EAST ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 3025.36 FEET AND THROUGH A CENTRAL ANGLE OF 06 DEGREES 47 MINUTES 36 SECONDS A DISTANCE OF 358.71 FEET TO A POINT ON THE MEAN HIGH WATERLINE OF ROSE BAY; THENCE IN A NORTHEASTERLY DIRECTION ALONG A MEAN HIGH WATER LINE A DISTANCE OF 745.00 FEET TO A POINT; THENCE NORTH 88 DEGREES 54 MINUTES 56 SECONDS WEST, A DISTANCE OF 285.00 FEET TO THE POINT OF BEGINNING.

LOTS 3 AND 4, BLOCK 12, LYING WEST OF THE RIGHT OF WAY OF THE FLORIDA EAST COAST RAILWAY, DOUGLAS MAP AND SUBDIVISION OF PALMAS GRANT, LOCATED IN SECTION 38, TOWNSHIP 16, SOUTH, RANGE 33 EAST, AS PER PLAT THEREOF RECORDED IN MAP BOOK 1, PAGE 23, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



APPENDIX C:

DEP Approved Management Prospectus – Includes Optimum Boundary Map

Spruce Creek

Volusia County

Substantially Complete

Purpose for State Acquisition

Natural areas along the coast of Volusia County are becoming scarce as residential developments expand from Daytona Beach and New Smyrna Beach. The Spruce Creek project protects one of the largest tracts of undeveloped land left in this region along the estuary of Spruce Creek and helps to maintain the water quality of the creeks and bays here, thus protecting a fishery. Additionally, this project will conserve what may be the site of Andrew Turnbull's 18th-century plantation and provide a recreational area where people can do anything from hiking and fishing to simply learning about the plants and animals of this scenic landscape.

Manager

Volusia County.

General Description

The original Spruce Creek project area, north and west of Strickland Bay, contains good estuarine tidal swamps, hammocks, scrub, and flatwoods. It protects habitat for such endangered or threatened species as bald eagles, wood storks and manatees. The addition, between U.S. 1 and Turnbull Bay, contains good Maritime or Xeric Hammock, with live oaks, cabbage palms, and several tropical shrubs near their northern limits. Flatwoods also cover a large part of the addition, and tidal marsh with remnants of black mangrove fringes it. Disturbed areas include an historic house at the north end and the remains of a fish camp and marina east of U.S. 1. No FNAI-listed plants are known from the addition; of FNAI-listed animals, gopher tortoises have been found. The area is adjacent to several Outstanding

Florida Waters, and the aquatic resources are important to both recreational and commercial fisheries. There are two archaeological sites recorded within the project area: Spruce Creek Mound site, a prehistoric and historic burial mound; and J. D. site, a prehistoric and historic shell midden and burial site. The project may also contain historic archaeological sites related to the British Colonial Period occupation in this area of NE Florida (ca. 1763–1783 AD). The area is experiencing significant growth, so developable acreage is likely to be lost relatively soon.

Public Use

This project is designated as a recreation area with uses such as cultural and environmental education, hiking, fishing, camping and picnicking.

Acquisition Planning

On December 1, 1989, the Land Acquisition Advisory Council (LAAC) added the original Spruce Creek project to the CARL Priority list. This fee-simple acquisition, sponsored by Volusia County, consisted of approximately 1,718 acres, nine owners, and a 1989 taxable value of \$2,675,000. On December 7, 1990, an owner sponsored 54-acre parcel was added to the boundary. The project was removed on December 10, 1992 due to unwilling sellers. At that time, it was less than 90% complete.

On December 6, 1994, LAAC added the current Spruce Creek project to the 1995 CARL Priority list. This

Placed on List	1990*
Project Area (Acres)	2,831
Acres Acquired	2,289**
at a Cost of	\$19,118,050**
Acres Remaining	542
with Estimated (Tax Assessed) Value of \$10,068,445	

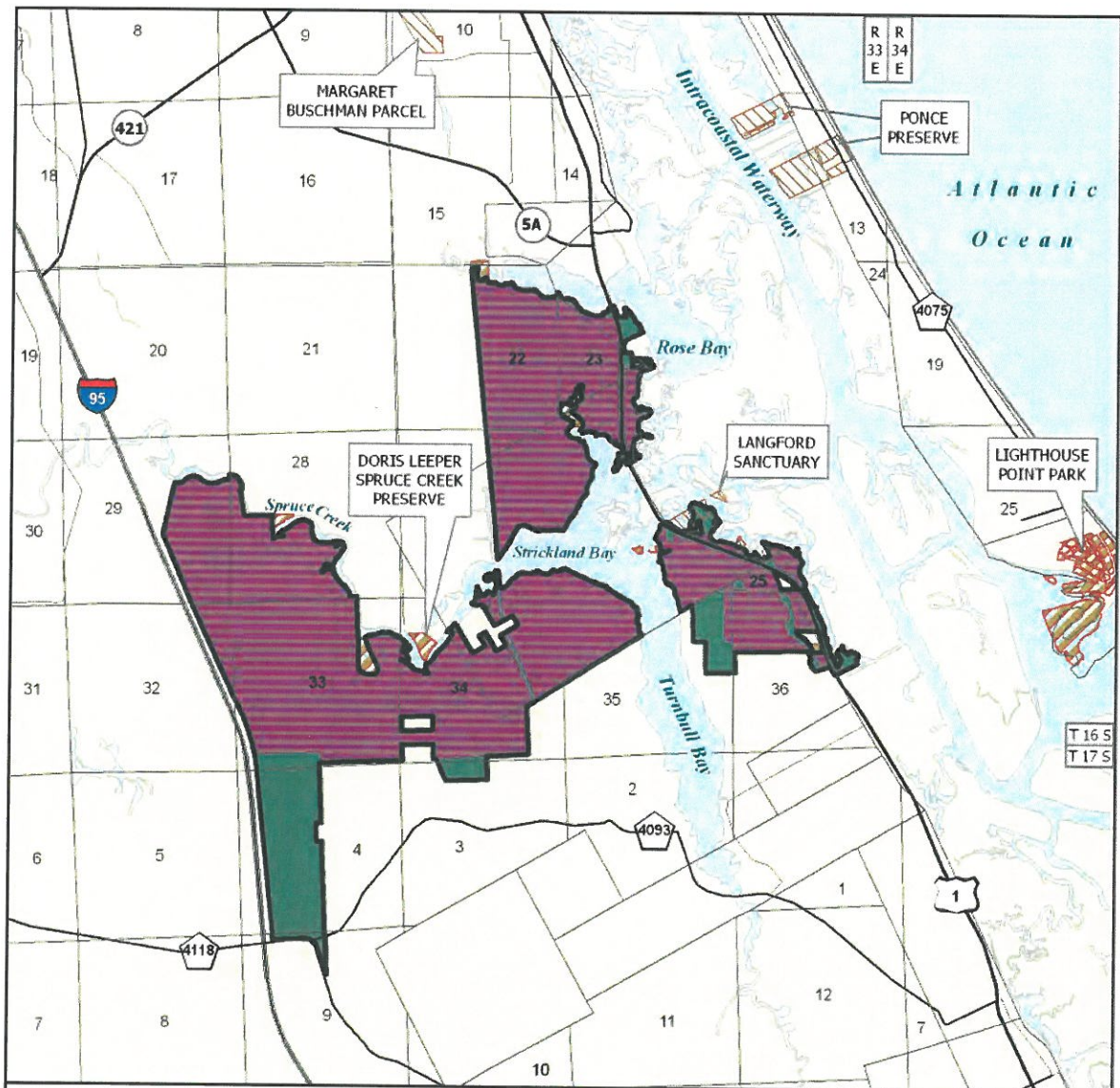
* Combined with Spruce Creek Addition in 1994

**includes funds spent and acreage acquired by BOT, SJRWMD, Volusia County, and the City of Port Orange.

Note: 97 acres removed 10/2009 due to residential/commercial/infrastructure development.


Spruce Creek FNAI Elements	
Florida Scrub-jay	G2/S2
Gopher Tortoise	G3/S3
Florida Beargrass	G3/S3
Bald Eagle	G5/S3
4 rare species are associated with the project	

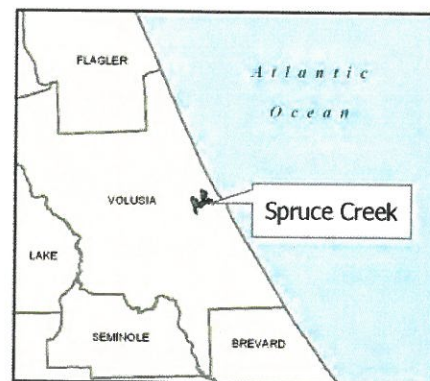
Spruce Creek



SPRUCE CREEK

VOLUSIA COUNTY

-  Florida Forever BOT Project Boundary
-  Acquired for Conservation (Fee Simple)
-  Essential Parcel(s) Remaining
-  State Owned Lands
-  Other Conservation Lands



OCTOBER 2009

Spruce Creek

fee-simple acquisition, sponsored by Volusia County, consisted of a 208-acre portion of the original project and a 316-acre addition totaling 524 acres, multiple owners, and a 1993 taxable value of \$2,124,141. The project boundary, however, included the portions of the project that had already been acquired. The resulting project acreage equaled 1,593 acres with a taxable value of \$3,406,991.

On October 24, 2002, the Acquisition & Restoration Council (ARC) approved a fee-simple 648-acre addition to the project boundary. It was sponsored by Volusia County, consisted of five owners, and a 2002 taxable value of \$1,297,592.

On October 10, 2006, the St. Johns River Water Management District (SJRWMD), in partnership with Volusia County, closed on a 40-acre parcel known as the Eubank/Rosier tract. The total purchase price was \$915,535.

In August 2007, Volusia County acquired 7.08 acres from the Blanchette family.

In December 2007, the City of Port Orange acquired 225 acres on the western boundary from ICI.

On September 19, 2008, the SJRWMD acquired 58.02 acres from the Ford family.

On October 9, 2009, ARC voted to remove 6 sites with 54 individual parcels (97 acres) containing residential and commercial buildings or infrastructure. The total acreage has a just tax-assessed value of \$9,166,381.

Coordination

Volusia County is a partner in the acquisition of this project as well as the manager. SJRWMD and City of Port Orange are acquisition partners also.

Management Policy Statement

The primary goals of management of the Spruce Creek project are to conserve, protect, manage, or restore important ecosystems, landscapes, and forests, in order to enhance or protect significant surface water, coastal, recreational, timber, fish or wildlife resources which local or state regulatory programs cannot adequately protect; to provide areas, including recreational trails, for natural-resource-based recreation; and to preserve significant archaeological or historical sites.

Management Prospectus

Qualifications for state designation The Spruce Creek Recreation Area has the size, natural, cultural, and recreational resources, and surrounding population density to qualify as a State Recreation Area.

Manager Volusia County in cooperation with the State of Florida.

Conditions affecting intensity of management The project includes moderate-need tracts requiring more than basic resource management and protection. These lands will contain more highly developed resource-related recreation facilities. Large portions of the property, however, would be considered low-need tracts requiring only basic resource management and protection. Recreation use will be incorporated but in a more dispersed and less intensive manner.

Timetable for implementing management and provisions for security and protection of infrastructure

Within the first year after acquisition, management activities will concentrate on site security and resource inventory. Volusia County will provide appropriate access to the site to maintain existing and historic uses while protecting sensitive resources on the site. The site's natural resources and listed plants and animals will be inventoried, recreational opportunities and uses identified, and a management plan formulated.

Long-range plans for Spruce Creek will be specified in the management plan and will generally be directed as follows: Development of recreational facilities, a comprehensive trail management program, a comprehensive educational and interpretive program, and a comprehensive historic resource management program; restoration of disturbed areas; maintenance of natural communities through a program of selected harvest and fire management; and habitat enhancement for listed species.

Revenue-generating potential will be determined by the concepts in the Management Plan. Some revenues will probably be generated by user and concession fees at recreation sites. Some revenues may be generated through sale of forest products, but any such revenues will be minimal. Use of small portions of the area as mitigation for development elsewhere would not only restore damaged areas on-site, but would yield revenue as well. It will be several years before potential revenue sources could be fully developed.

Cooperators in management activities Port Orange and New Smyrna Beach both will be involved in the planning of the project.

Spruce Creek

The Museum of Arts and Sciences and the Atlantic Center for the Arts may prove to be valuable partners in optimizing the educational and interpretive opportunities on this site.

The Nature Conservancy still owns the 150 acres that is managed by the Museum of Arts and Sciences. The Environmental Council and Sierra Club have played important roles in the early protection of the creek in-

cluding sponsoring OFW status in 1986. The Southeast Volusia Historical Society and Volusia Anthropological Society have had long-standing interest in protection and interpretation of the cultural, historical and archaeological resources located on the project site. Volunteers will be invaluable in developing, managing, and interpreting this site.

Management Cost Summary

Category Source of Funds	1996/97 Volusia County	1997/98 Volusia County	1998/99 Volusia County
Salary	\$6,240	\$6,240	\$6,240
OPS	\$0	\$0	\$7,712
Expense	\$0	\$0	\$0
OCO	\$0	\$0	\$0
FCO	\$0	\$0	\$0
TOTAL	\$6,240	\$6,240	\$13,952

APPENDIX D:
Public Involvement

Doris Leeper Spruce Creek Preserve

Management Plan Advisory Group County – Council Appointed Members

MPAG:

Jack Hayman – County Council
Tim Bayle – Parks, Recreation and Culture – Preserve Manager
Randall Sleister – Land Acquisition and Management – Preserve Co-Manager
Wanda Van Dam – Environmental Representative – Volusia Forever
Barbara Coomber – Local Citizen – Volusia Forever
Mary Prevatte – Soil and Water Conservation District

Staff Present for MPAG & Public Hearing:

Volusia County Staff:

Bobbie Bryant – Parks - Activities
Julie Scofield – Parks Historic Preservation Officer
Stuart Jones – Land Acquisition and Management – Forestry
Richard Harris – Land Acquisition and Management – Biologist
Doug Weaver – Land Acquisition and Management – Director
Jeanette Munson – Land Acquisition and Management

Private:

Danny Young – Consultant – Zev Cohen & Associates, Inc.

Elected Officials:

Joie Alexander – County Council

**MINUTES
DORIS LEEPER SPRUCE CREEK PRESERVE
MANAGEMENT PLAN ADVISORY GROUP
PUBLIC MEETING**

Monday, December 6, 2010

6:00p.m.

ATLANTIC CENTER FOR THE ARTS
1414 ART CENTER AVENUE, NEW SMYRNA BEACH, FL 32168-5560

Group Members in Attendance:

Tim Baylie, Lead Managing Agency (Parks, Recreation and Culture)
Randall Sleister, Co-Managing Agency (Land Acquisition and Management)
Barbara Coomber, Local Property Owner
Jack Hayman, Local Elected Official (County Council)
Wanda Van Dam, Local Conservation Group (Sierra Club)

Absent Group Member(s):

Mary Prevatte, Soil and Water Conservation District

Meeting Called to Order

Bill Korn, Moderator, called the meeting to order at 6:02p.m.

Bill Korn, Moderator, gathered the members of the MPAG to explain that Section 259.032 F.S. requires that an individual management plan shall be developed for state owned lands consisting of over 160 acres. This statute also requires a minimum of one public hearing and input from an advisory group. He then explained the Florida Sunshine Law, which in brief instructs members of a governmental body or group in a decision-making capacity not to discuss agenda items outside the publicly noticed meeting. He further explained that the MPAG's role for the Public Hearing beginning at 6:30pm would be to listen to public comments. The Lead Managing Agency (Parks, Recreation and Culture) along with supporting County staff would handle the responses to public comments tonight. The MPAG's chair would be responsible for conducting the public hearings/meetings. At the Public Meeting scheduled for 9:30a.m., Wednesday, December 8, 2010, the MPAG would review all public comments and make recommendations to the Lead Managing Agency to assist with the preparation of a management plan for the Doris Leeper Spruce Creek Preserve. This management plan would then be presented to the County Council for approval, and subsequently submitted to the Division of State Lands for approval by the Acquisition and Restoration Council.

Adjournment -

Having no further business, the meeting adjourned at 6:10p.m upon unanimous consent of the MPAG.

**MINUTES
DORIS LEEPER SPRUCE CREEK PRESERVE
MANAGEMENT PLAN ADVISORY GROUP
PUBLIC HEARING**

Monday, December 6, 2010

6:30p.m.

ATLANTIC CENTER FOR THE ARTS
1414 ART CENTER AVENUE, NEW SMYRNA BEACH, FL 32168-5560

Group Members in Attendance:

Tim Baylie, Lead Managing Agency (Parks, Recreation and Culture)
Randall Sleister, Co-Managing Agency (Land Acquisition and Management)
Jack Hayman, Local Elected Official (County Council)
Barbara Coomber, Private Citizen
Wanda Van Dam, Environmental Group (Sierra Club)
Mary Prevatte, Soil and Water Conservation District

Staff in Attendance:

Joie Alexander, Council Member
Nancy Maddox, Project Manager, Parks, Recreation and Culture Division
Bobbie Bryant, Project Manager, Parks, Recreation and Culture Division
Julie Scofield, Historic Preservation Planner, Parks, Recreation and Culture division
Douglas Weaver, Land Acquisition and Management Division Director
Bill Gardner, Land Acquisition Manager
Ed Isenhour, Volusia Forever Program Coordinator
Stuart Jones, Land Manager
Richard Harris, Environmental Specialist
Jeanette Munson, Staff Assistant
Bill Korn, Environmental Manager, DOF Director's Office
Daniel Young, Zev Cohen & Associates

Private Citizen(s) in Attendance:

Lorelle Friend	Tomm Friend	Penny Lester	William Lester
Tom Simmons	Pat Simmons	Dee Chism	Jake Hickson
Joe Blais	Lisa Blais	Rich Lussky	Ruth Herron
Les Zunk	Russell Kessler	Curtis Burkett	Megan Wilson
Ethan Wilson	Patricia Gahan	Ron Ellis	Paul Eberg
Robert Baker	Robert Moser	Steve Canfield	Jessica DeWall
Michelle LaMoia	John Baehre	Randy Richenberg	Dot Moore
Sonya Guidry	Marissa Moore	Jim Lawrence	Jeff Clunie
Bobby Ball	Shawn Langley	Anna Hogue	

Media Member(s) in Attendance:

Dinah Pulver, Daytona Beach News Journal

Meeting Called to Order

Tim Baylie, Chair, called the meeting to order at 6:32p.m. He introduced himself, the Moderator (Bill Korn) and had each member of the DLSCPMAG introduce themselves to the public present. He

recognized County Council Member Joie Alexander, and a former City Commissioner Randy Richenberg. He requested that the public turn in their written comments and request to speak form, so they could be entered into the record and addressed during the meetings. He then turned the meeting over to Bill Korn, Moderator, who introduced himself, and provided a brief overview of the hearing procedures and process as outlined by the Florida Statutes. He then introduced Daniel Young, representative for Zev Cohen & Associates.

Daniel Young provided a Power Point presentation and explanation of how the “draft” management plan was developed in accordance with the Florida Statute. He explained that the 10 year management plan update includes only those lands, approximately 1,900 acres, within the 2,500+/- acre Doris Leeper Spruce Creek Preserve’s boundaries that are owned by the State of Florida (Board of Trustees). He presented a map depicting the various ownerships within the Preserve to demonstrate which parcels are included in this management plan update. He provided an overview of the eight (8) goals of the management plan, which are:

- 1) restore, improve and maintain natural habitats;
- 2) provide public access, outdoor recreational and educational opportunities;
- 3) protect water quality and quantity, restore hydrology to the extent feasible, and maintain the restored condition;
- 4) manage timber resources for resource conservation and habitat restoration, enhancement, and maintenance;
- 5) remove exotic and invasive plants and animals to the maximum extent practicable and conduct ongoing maintenance, as needed;
- 6) develop, maintain, improve the capital facilities and infrastructure;
- 7) identify, protect, preserve, and maintain cultural resources; and
- 8) maintain, improve, or restore listed and imperiled species populations and habitats.

At the conclusion of the presentation, Bill Korn, asked County staff to introduce themselves and assemble in the front of the room so they could answer questions from the public on the presentation and/or the proposed 10-year management plan update. The floor was opened for public questions and comments.

Question 1: Jim Lawrence asked if they were entertaining questions about the usage of lands owned by the County, or just the ones owned by the State.

Bill Korn responded that the focus is on the State owned lands and not those owned by the County.

Question 2: Tomm Friend requested clarification by asking if the Florida Communities Trust is the “State of Florida.”

Bill Korn explained that the Florida Communities Trust (FCT) is the State’s grant program that receives Florida Forever funds to assist cities and counties with the acquisition of lands for preservation purposes. He added that FCT is not a fee simple owner in these lands and therefore, requires a separate management plan and annual report for these lands as part of the conditions for the grant.

Question 3: Tomm Friend asked if there was a reason why the State lands (i.e., FCT funded) were not included in the proposed management plan update.

Bill Korn stated that the proposed management plan update does include State owned lands.

Daniel Young added and clarified that the fee simple (deeded) ownership was the determining factor as to which parcels were included in this management plan. He explained that FCT was a grants

program that assists with the acquisition of lands, but is not the fee simple (deeded) owner. So, those lands that were acquired with the assistance of FCT funds were not included even though it was "State" funds that were used for its acquisition.

Tomm Friend continued to ask why a certain portion (1,400+/- acres) of the Preserve that received funding from FCT and has the most use by the public were not included in this management plan update.

After clarifying the question, Randall Sleister explained that the parcels purchased with FCT funds were not included as they have separate management plans per FCT's guidelines. He further explained that the Florida Statutes requires the County to develop a management plan for "State" owned lands, not lands that were funded in part by FCT.

Question 4: Ron Ellis asked who owns the tract adjacent to I95 that is identified on the map in pink.

Daniel Young replied that the tract identified on the map in pink (Stanaki) is owned by the City of Port Orange.

Question 5: Ron Ellis asked who is responsible for the management of the Stanaki property.

Randall Sleister explained that the City of Port Orange is currently the manager of the Stanaki property. However, it would transfer to the County when the County becomes a fee simple owner in the property, and the City and County enter into a management agreement. This property would then be included in the overall management of the Preserve.

Question 6: Who oversees the policing (i.e., enforcement of the rules) of these properties.

Bobbie Bryant responded that staff of the County's Parks, Recreation and Culture Division is responsible for policing the properties to ensure all user are adhering to the rules and respecting the resources.

Tim Baylie added that County staff does not have law enforcement powers, so they will try to resolve the matter before calling in a law enforcement official (i.e., Volusia County Sheriff's Office).

Question 7: Dee Chisholm asked where the Atlantic Center for the Arts (ACA) facility was located in relationship to the parcels within the Preserve.

Daniel Young used an aerial map to demonstrate the location of the ACA facility and the parcels within the Preserve.

Question 8: Ron Ellis asked who the City of Port Orange purchased the Stanaki property from.

Randall Sleister stated that the City of Port Orange with FCT funding purchased the Stanaki property from ICI. The County has an agreement with the City of Port Orange to contribute 25% of the purchase using Volusia Forever funds.

Question 9: Bob Baker asked if the Kaye Property was no longer part of the Preserve.

Bill Korn explained that the State only wants to see a map depicting those lands that they own, not those in County ownership. He added that the Kaye Property was purchased with FCT funds, but is

not owned by the State. Therefore, it was not included as part of this management plan update. He again explained that tonight's discussion included only those lands owned by the "State of Florida (Board of Trustees)." If the public has concerns/questions relating to County owned lands that were funded with FCT monies, they need to discuss that with County staff at another time.

Daniel Young pointed out that there is an aerial map depicting the various ownerships within the Preserve, which may provide clarification to the public.

Question 10: Jim Lawrence asked who the public could contact to provide input for the management of those lands that are owned by the County.

Randall Sleister requested that the public submit any comments relating to the management plans for County owned lands to the County's Land Acquisition and Management Division. He explained that public input is not requested for the management plans for these properties due to FCT's short time frame. County staff develops these plans while taking into consideration the management goals and uses of the surrounding properties.

Question 11: Randy Richenberg asked if the MPAG had a representative from the user groups or the historic interest in the community. He added that these groups could provide valuable input with the development of the management plan.

Randall Sleister answered that the MPAG was formed in accordance with the Florida Statutes.

Tomm Friend requested clarification that the MPAG did not include any of the user groups nor anyone involved with the development of the original management plan.

Randall Sleister again responded that the MPAG was formed in accordance with the Florida Statutes and did not include any of the user groups nor anyone involved with the development of the original management plan.

Jim Lawrence asked if there was anything in the Florida Statute limiting additional members of the MPAG.

Bill Korn responded that there wasn't anything in the Florida Statute limiting additional members of the MPAG.

Question 12: Bob Baker noted that the term "harvest" was used throughout the management plan. He asked if the term "harvest" meant harvest for profit or ecological management.

Stuart Jones responded that the term "harvest" meant that the trees would be thinned for the ecological management and restoration of the habitat, not for profit.

Public Comments:

Dot Moore: She applauded County staff for the increased awareness and concern about the historic/archeological resource within the Preserve, and for the land management efforts to preserve these resources.

Sonya Guidry: She supports the land management efforts for the maintenance of the wildlife habitat, especially for the scrub jays, the passive recreational opportunities for people, and the preservation of the historic/archeological resource. However, not all areas should have public access.

Jim Lawrence: He applauded the creation of a site for multi-users and encouraged the use of the trails by all of the multi-user groups. He asked that representative(s) of the various user groups be added to the MPAG, and that the signage at Creekshore be improved. He suggested using markers to identify historic/archeological areas and educating the users so they would know that this is an area to preserve/protect.

Anna May Hogue: Left the meeting before providing any Comments.

Tomm Friend: He stated that the trails plan was created and implemented to form a loop for public protection. He requested that the trails system extend from the east to the west. He suggested using volunteers to help maintain the trails, and conducting prescribed fire in less used areas first before destroying the canopy that provides shade for the users.

Lorelle Friend: She expressed concerns regarding what was included and excluded from the proposed management plan, and the trails system.

Ruth Herron: She recommended reviewing the trails system used by Flatwoods Park and establishing a paved bike loop for road biker.

Robert Baker: He expressed a concerned about the pollution of Turnbull Bay by development, specifically ICI. He likes the management plan, and would like to see additional lands east of I-95 and west of Martin Dairy Trail acquired to protect the hydrology and create a wildlife crossing.

Robert Morgan: He stated that there is a need for the management of all elements, which includes wildlife management through deer hunting.

Bill Korn thanked everyone for participating in the meeting, reviewed the process and informed the public that the next public hearing would be held here on Wednesday, December 8, 2011, at 9:30a.m. Having no further business to discuss, Bill Korn adjourned the meeting at 8:18pm.

**MINUTES
DORIS LEEPER SPRUCE CREEK PRESERVE
MANAGEMENT PLAN ADVISORY GROUP
PUBLIC HEARING**

Wednesday, December 8, 2010

9:30a.m.

ATLANTIC CENTER FOR THE ARTS
1414 ART CENTER AVENUE, NEW SMYRNA BEACH, FL 32168-5560

Group Members in Attendance:

Tim Baylie, Lead Managing Agency (Parks, Recreation and Culture)
Randall Sleister, Co-Managing Agency (Land Acquisition and Management)
Barbara Coomber, Local Property Owner
Jack Hayman, Local Elected Official (County Council)
Wanda Van Dam, Local Conservation Group (Sierra Club)

Absent Group Member(s):

Mary Prevatte, Soil and Water Conservation District

Staff in Attendance:

Joie Alexander, Council Member
Bobbie Bryant, Project Manager, Parks, Recreation and Culture Division
Julie Scofield, Historic Preservation Planner, Parks, Recreation and Culture division
Douglas Weaver, Land Acquisition and Management Division Director
Ed Isenhour, Volusia Forever Program Coordinator
Richard Harris, Environmental Specialist
Jeanette Munson, Staff Assistant
Bill Korn, Environmental Manager, DOF Director's Office
Daniel Young, Zev Cohen & Associates

Private Citizen(s) in Attendance:

Lorelle Friend	Robert Morgan	Cheryl VanDeusen
Dot Moore	Sonya Guidry	Margaret Momberger
Kent Donahue	Shailesh Patel	

Meeting Called to Order

Bill Korn, Moderator, called the meeting to order at 9:32a.m.

Bill Korn, Moderator, briefly summarized Monday night's public meetings, distributed additional written comments, and provided an overview of today's agenda along with the MPAG's role in the process. He also explained the procedures for discussion, making suggestions and coming to consensus during today's meeting. He asked that everyone introduce themselves to each other and to the public present.

Review of Public Comments

The MPAG began reviewing the written comments starting with the ones dated December 6, 2010, from Cheryl VanDeusen of Companion Arabians concerning the following items: 1) mapping changes as it relates to the Kaye Property; 2) no voice for the user groups; 3) width of access points for equestrian users; 4) primitive campsites; 5) hours of operation; 6) no overnight camping; 7) mapping of streams; and 8) definition of "conditional" uses.

Bill Korn opened the discussion by offering the MPAG some guidance when determining what an operational issue is, and what should be part of the management plan.

After discussing these comments with some clarification from Cheryl Van Deusen, the MPAG came to consensus that items 1 thru 6 are operational issues that can be addressed without changes to the management plan. The MPAG also came to consensus that items 7 and 8 required minor changes to the management plan. These changes included: 1) additional language to clarify the description of "Bottomland Forest" on Page 19, Item 9; 2) additional language on Page 45-46, at the bottom of Table F.1 to clarify "approved" and "conditional" uses; 3) change the "use" for silviculture on Page 45, Table F.1 to "conditional;" 4) add "new" to Linear Facilities on Page 45, Table F.1 and change it to "conditional" use; and 5) change "against" within the sentence on Page 45, Table F.1: Summary to "for compliance with."

The next comments included several emails that were routed through Louise Chapman regarding educational issues.

Randall Sleister explained that these comments were related to the Rose Bay tract, but included both State and County owned lands. He and several MPAG members viewed these comments as letters of support, and a desire to continue with the partnership for educating the public.

After reviewing and discussing these comments along with the importance of educating the public, the MPAG came to consensus with adding "and educational" to the last bullet of the Objectives under Section J on Page 58, and descriptive language about the Legacy Program under Section J (Public Access, Recreational and Educational Opportunities).

The next comments were an email from Dorothy Moore regarding the protection/preservation of historic/archaeological areas through regulatory signage.

After reviewing and discussing these comments, the MPAG came to consensus with adding language on Page 57 under Objectives for Section H (Cultural and Historical Resources) relating to the placement of the regulatory signage.

The next comments dated December 6 and 7, 2010, were from Lorelle Friend regarding the land management activities (i.e., roller chopping, prescribed burns) on the Central – Turnbull Tract trails.

After reviewing and discussing these comments with clarification from County staff as to the area of concern and the importance of conducting certain land management activities, the MPAG came to consensus with adding a management prospectus as an appendix. This management prospectus would provide regulatory information from the State. The MPAG also came to consensus that items from the December 7, 2010, comments did not require additional changes to the management plan.

The MPAG moved on to the written comments that were submitted at the December 6, 2010, MPAG meeting.

Randy Richenberg: Wants to make sure that representatives from the user groups would be included in the discussions regarding the future plans of the Preserve, and suggested expanding the MPAG to include the user groups.

Bill Korn noted that these comments were addressed at the December 6, 2010, MPAG meeting, and pertained more toward the County owned lands. The MPAG came to consensus that these issues have already been addressed and moved on to the next comment.

Sonya Guidry: She supports the habitat management for scrub jays, archeological site protection, passive uses (i.e., hiking, bicycling, and horseback riding), and corridor for wildlife.

The MPAG came to consensus that these comments were addressed in the management plan without any changes, and moved on to the next comment.

Joe and Lisa Blais: They would like to see these matters addressed: 1) provide restroom facilities and possible camping; 2) explanation why Martin's Dairy Road gate is open and the east gate is locked after 5:00pm; 3) keeping 4-wheelers off the property; and 4) maintaining the shoreline of borrow pit near I-95.

After discussing these comments separately, the MPAG came to consensus that:

- 1) camping was already addressed in the management plan as a conditional use (primitive camping) on Page 45, Section F (Analysis of Multiple-Use Potential), Table F.1, but additional language would be added to denote that "primitive camping" was allowed with a permit issued by the County;
- 2) additional language would be added on Page 58, Section J (Public Access, Recreational and Educational Opportunities) to define the County's general management practices regarding public access and the hours of operation by tract;
- 3) keeping 4-wheelers (ATVs) off the property is an operational issues that can be addressed without changes to the management plan because this use has already been designated as "rejected" on Page 45 under Section F (Analysis of Multiple-Use Potential), Table F.1; and
- 4) maintaining the shoreline of the borrow pit near I-95 for fishing is an operational issues that can be addressed without changes to the management plan because this use has already been designated as "conditional" on Page 45 under Section F (Analysis of Multiple-Use Potential), Table F.1.

Tim Baylie read additional emailed comments from Joe Blais regarding the 1) management of the wildlife through hunting (deer and feral hog); 2) need for additional trail signage; 3) need to maintain the canopy provided by the oak trees; 4) continued maintenance of the trails as a non-paved system; and 5) prevention of unauthorized uses (i.e., ATVs) on the property.

Bill Korn then read the written comments provided by Robert Morgan at the December 6, 2010, MPAG meeting also relating to the management of the wildlife through hunting.

After discussing these comments, the MPAG came to consensus with:

- 1) adding language on Page 51 under Section E (Exotic and Invasive Species Maintenance and Control) and Page 29 under Section C (Fish and Wildlife) to demonstrate, at this time, that the feral hog's population levels and their impact to the natural resource have been observed;
- 2) leaving "hunting" as a "rejected" use, but add additional language explaining that the County would consult with FWC regarding any potential need for hunting;
- 3) addressing the request for additional signage and canopy maintenance matters as operational issues that could be addressed without changes to the management plan;
- 4) leaving the trails system as non-paved trails and not making any changes to the management plan; and
- 5) adding additional language under regulatory signage to address unauthorized access issues.

The MPAG moved on to the summary of comments provided by the public on December 6, 2010.

Dot Moore: She applauded County staff for the increased awareness and concern about the historic/ archeological resource within the Preserve, and for the land management efforts to reserve these resources.

The MPAG came to consensus that these comments were in support of the management plan without any changes, and moved on to the next comment.

Sonya Guidry: She supports the land management efforts for the maintenance of the wildlife habitat, especially for the scrub jays, the passive recreational opportunities for people, and the preservation of the historic/ archeological resource. However, not all areas should have public access.

The MPAG came to consensus that these comments were in support of the management plan without any changes, and moved on to the next comment.

Jim Lawrence: He applauded the creation of a site for multi-users and encouraged the use of the trails by all of the multi-user groups. He asked that representative(s) of the various user groups be added to the MPAG, and that the signage at Creekshore be improved. He suggested using markers to identify historic/ archeological areas and educating the users so they would know that this is an area to preserve/ protect.

The MPAG came to consensus that these comments had previously been discussed and addressed, and no additional changes to the management plan were needed. They moved on to the next comment.

Anna May Hogue: Left the meeting before providing any comments.

Tomm Friend: He stated that the trails plan was created and implemented to form a loop for public protection. He requested that the trails system extend from the east to the west. He suggested using volunteers to help maintain the trails, and conducting prescribed fire in less used areas first before destroying the canopy that provides shade for the users.

After discussing these comments with some clarification from County staff, the MPAG came to consensus with:

- 1) adding additional language on Page 58 under Section J (Public Access, Recreational and Educational Opportunities) to reference a Recreational Plan, which would provide clarification about the goals and objectives for the management of the trails and the various recreational opportunities to minimize the impacts to the natural resources within the Preserve;
- 2) adding an additional item (Current Use and Development) on Page 42 under Section III, Usage of the Property, with an inventory of recreational and access facilities by tract;
- 3) adding additional language on Page 45 under Section F (Analysis of Multiple-Use Potential) referencing the Recreational Plan, which discusses the implementation of the uses, and provides for guidance of public use management in the context of the two prong approach to natural resource protection and public access; and
- 4) adding language to the "objectives" on Page 58 under Section J (Public Access, Recreational and Educational Opportunities) for coordination with local jurisdictions/cities.

The MPAG came to consensus that the comments from Lorelle Friend had previously been addressed and moved on to the next comments.

Robert Baker: He expressed concerns about the pollution of Turnbull Bay by development, specifically ICI. He likes the management plan, and would like to see additional lands east of I-95 and west of Martin's Dairy Trail acquired to protect the hydrology and create a wildlife crossing.

After discussing these comments with some clarification from County staff, the MPAG came to consensus with:

- 1) adding additional language on Page 7 under Section C (Optimal Boundary) to explain the FDEP's process and reasons for changing the optimal boundaries; and
- 2) adding an additional "Strategy" on Page 63 under Section D (Development Encroachment) for entering into an agreement with concurrence from another jurisdiction as it relates to management and encroachment adjacent to the Preserve and land use changes.

After completing their review of the public's comments, the MPAG moved on to address comments from each MPAG member.

MPAG Comments

Jack Hayman expressed a concern regarding the unknown impacts to the management plan from the federal and state regulations that are being handed down to the local levels. He referenced several sections relating to water resources that could be impacted by these regulations.

Randall Sleister provided several editorial and grammatical changes, including: 1) acreage changes on the Executive Summary; 2) additional descriptive language on Page 15 under Section B (Natural Communities) with a table listing the various communities, acreage, area percentage, and fire intervals/returns; 2) insertion of a table summarizing the goals and objectives for the Preserve on Page 59 under the Objectives of Section K (Conservation Acquisition and Stewardship Partnerships); and 3) additional language on Page 61 under Section C (Prescribed Fire), Strategy.

Wanda Van Dam requested additional language on Page 1 under General Information to provide clarification as to which lands are involved in this management plan and why the entire Preserve is not; and on Page 7 under Optimal Boundary to provide emphasis in the acquisition of lands with the optimal boundaries. She expressed a concern that public pressures could hinder the implementation of certain aspects of the management plan, but felt that the proposed management plan provided a balance between the need for public access and preservation/restoration of the natural resources.

Tim Baylie suggested adding additional goals and objectives beginning on Page 47 under Section IV (Management Goals and Objectives) that are measurable and obtainable. He requested that Appendix C-3 be replaced with Appendix C-7.

Barbara Coomber provided an editorial change on Page 64 under Section VIII (Land Management Review); correction of the Appendix number from P to I. She also felt that the proposed management plan provides a balance between public access and preservation/restoration of the natural resources.

After discussing each MPAG member's comments, the MPAG came to consensus with these recommended changes.

Bill Korn explained the next steps in the process, which would include revising the plan, obtaining approval from County Council, and final approval from ARC. He suggested publishing the "revised" management plan on-line for the purposes of transparency throughout this process. He also provided a brief overview of ARC's review and approval processes.

Adjournment -

Having no further business, the meeting adjourned at 2:30p.m upon unanimous consent of the MPAG.