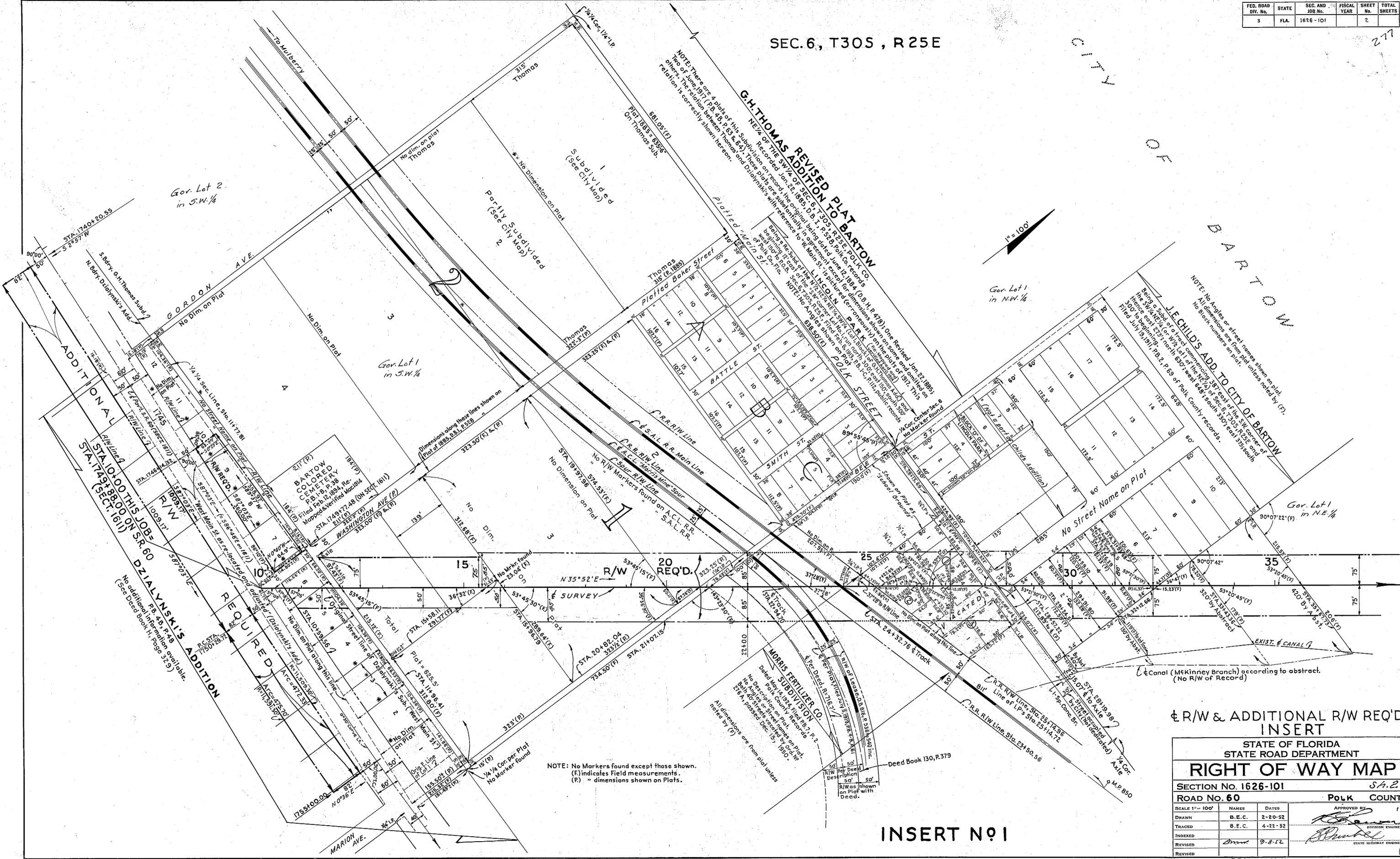


SEC. 6, T30S, R25E

CITY OF BARTON



NOTE: No Markers found except those shown.
 (F) indicates Field measurements.
 (R) " dimensions shown on Plats.

RIGHT OF WAY & ADDITIONAL R/W REQ'D. INSERT

STATE OF FLORIDA
 STATE ROAD DEPARTMENT

RIGHT OF WAY MAP

SECTION No. 1626-101 S.A.2

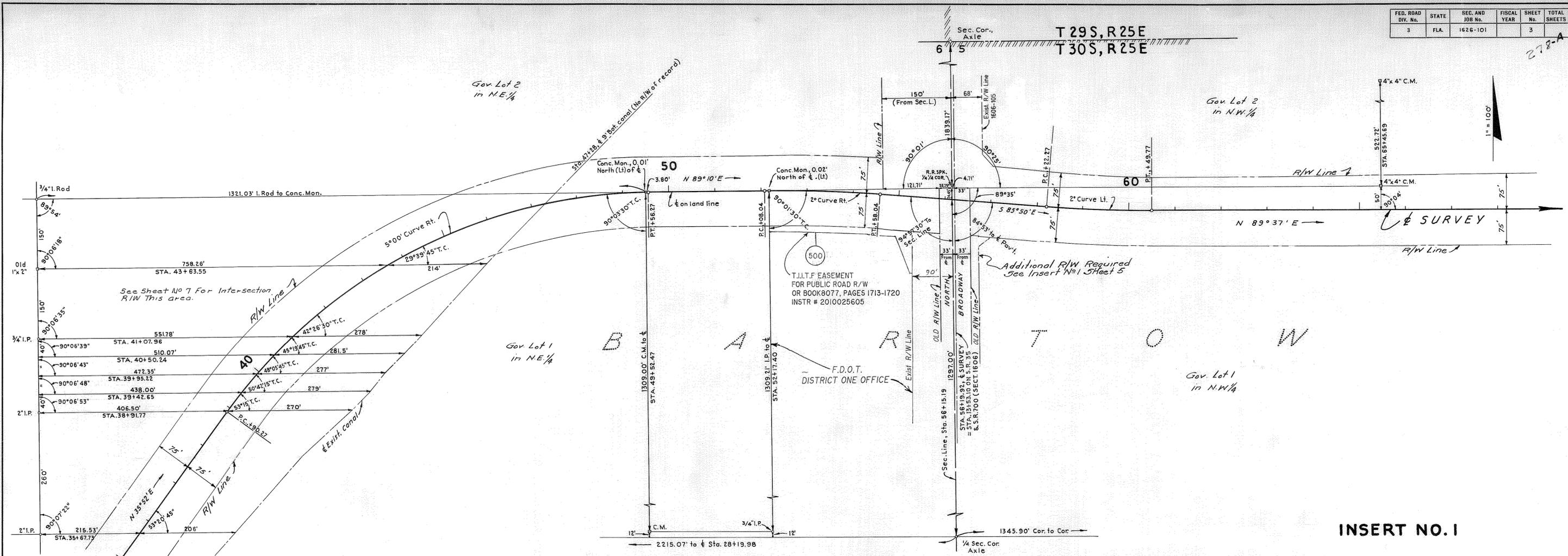
ROAD No. 60 POLK COUNTY

SCALE 1" = 100'	NAMES	DATES
DRAWN	B. E. C.	2-20-52
TRACED	B. E. C.	4-22-52
INDEXED		
REVISED	Amn	9-8-52
REVISION		

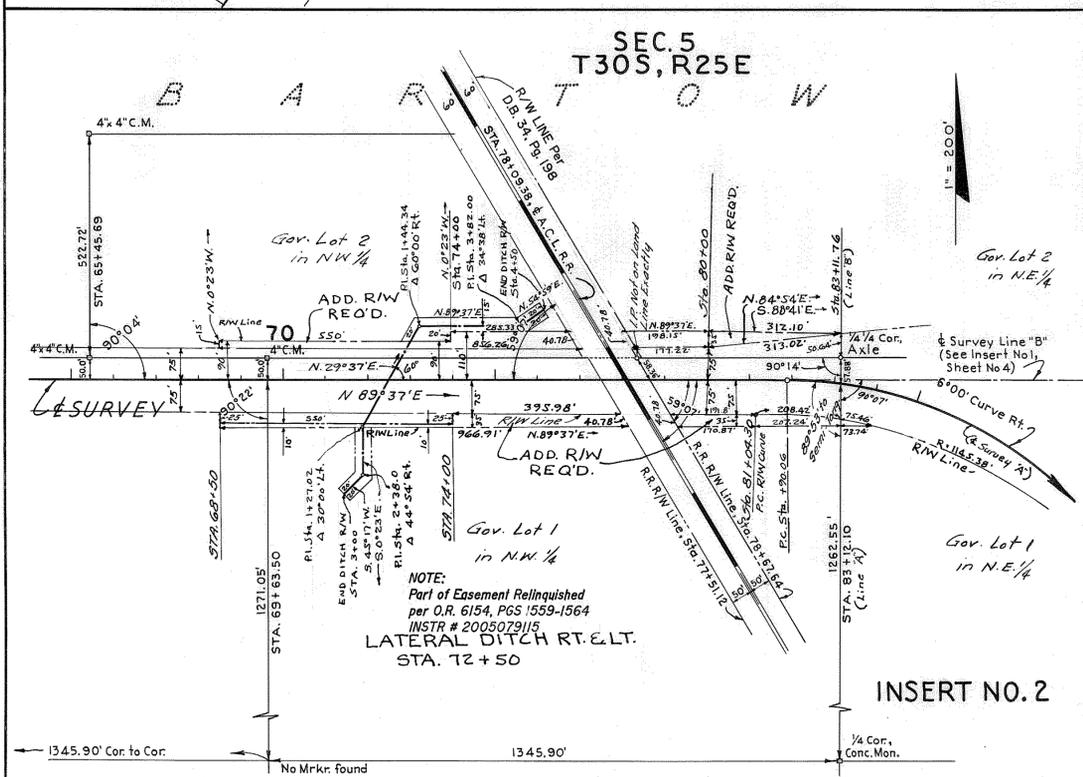
CHECKED: E. E. I. 7-22-52

INSERT No 1

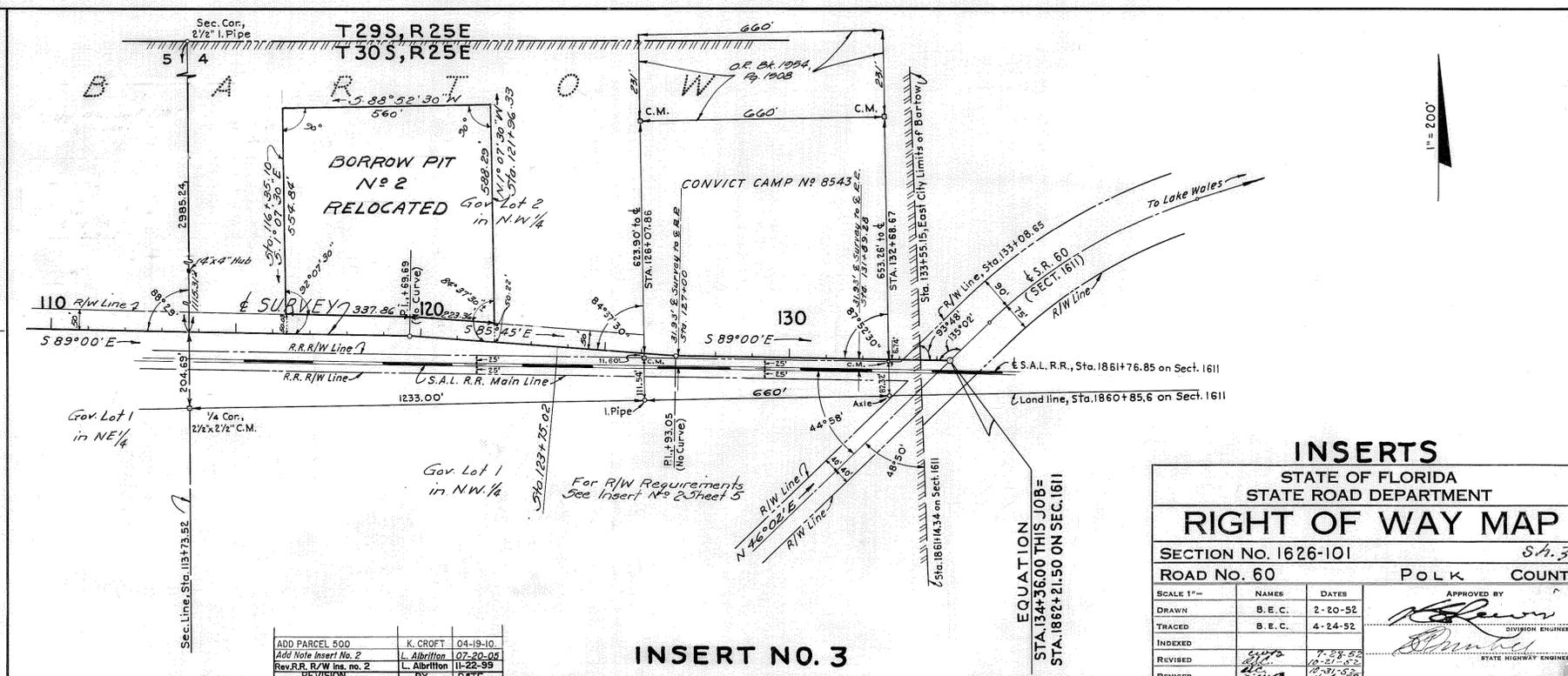
FED. ROAD DIV. No.	STATE	SEC. AND JOB No.	FISCAL YEAR	SHEET No.	TOTAL SHEETS
3	FLA.	1626-101		3	3



INSERT NO. 1



INSERT NO. 2



INSERT NO. 3

INSERTS
STATE OF FLORIDA
STATE ROAD DEPARTMENT

RIGHT OF WAY MAP

SECTION No. 1626-101 S.A. 3

ROAD No. 60 POLK COUNTY

SCALE 1"=	NAME	DATE	APPROVED BY
DRAWN	B. E. C.	2-20-52	<i>[Signature]</i> DIVISION ENGINEER
TRACED	B. E. C.	4-24-52	
INDEXED			<i>[Signature]</i> STATE HIGHWAY ENGINEER
REVISED			
REVISED			
CHECKED	E. E. I.	7-18-52	
Revised		7-17-53	
Revised	LRJ-MRC	8-7-69	

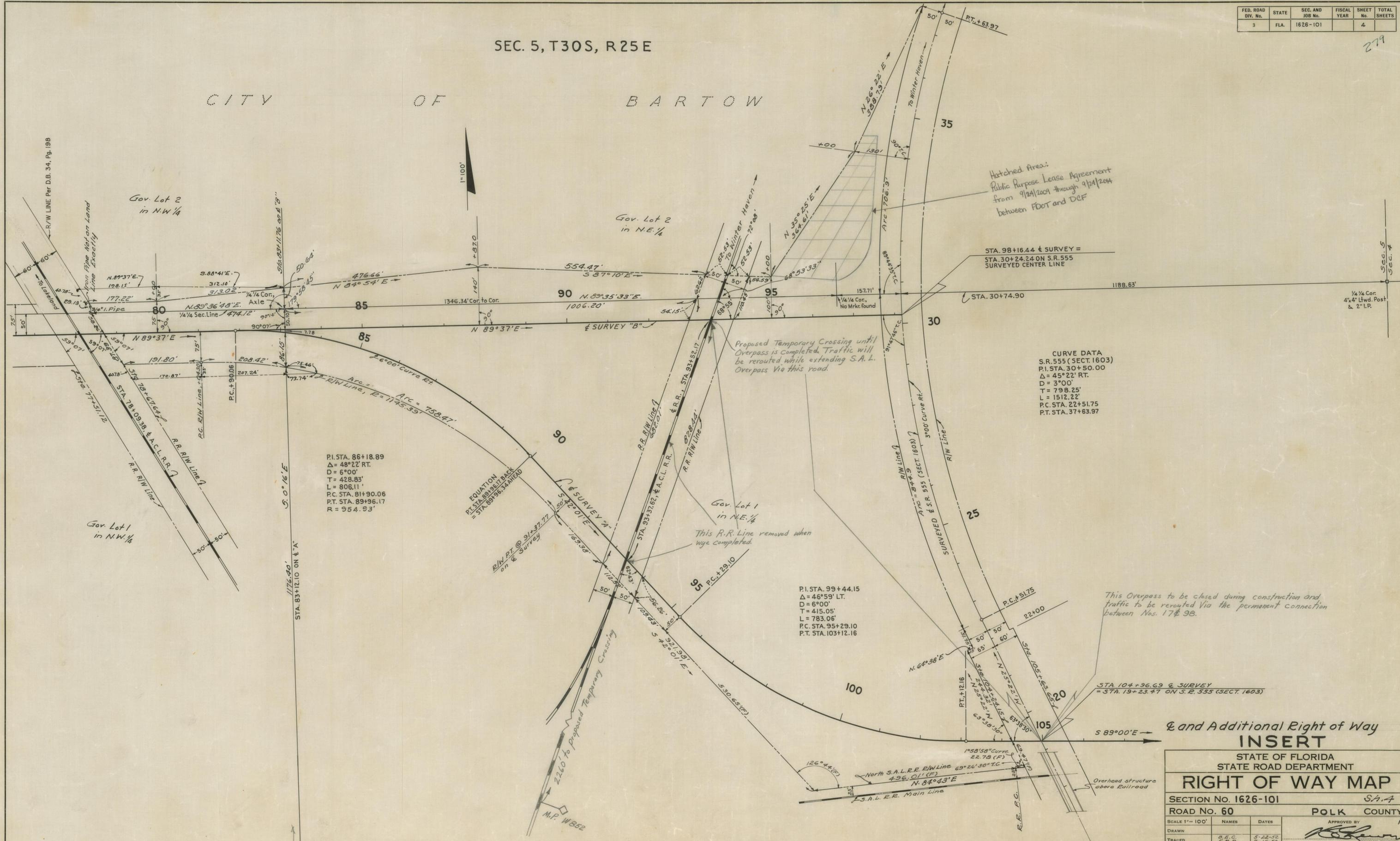
EQUATION
STA. 134+36.00 THIS JOB =
STA. 1862+21.50 ON SEC. 1611

REVISION	BY	DATE
ADD PARCEL 500	K. CROFT	04-19-10
ADD Note Insert No. 2	L. ALBERTSON	07-20-02
Rev. R.R. R/W line no. 2	L. ALBERTSON	11-22-59

OC&P 100-100 8-16-82
Cor. R/W Width @ 53+04 M.D.M. 12-01-97

SEC. 5, T30S, R25E

CITY OF BARTOW



CURVE DATA
 S.R. 555 (SECT. 1603)
 P.I. STA. 30+50.00
 $\Delta = 45^\circ 22' RT.$
 $D = 3^\circ 00'$
 $T = 798.25'$
 $L = 1512.22'$
 P.C. STA. 22+51.75
 P.T. STA. 37+63.97

P.I. STA. 86+18.89
 $\Delta = 48^\circ 22' RT.$
 $D = 6^\circ 00'$
 $T = 428.83'$
 $L = 806.11'$
 P.C. STA. 81+90.06
 P.T. STA. 89+96.17
 $R = 954.93'$

P.I. STA. 99+44.15
 $\Delta = 46^\circ 59' LT.$
 $D = 6^\circ 00'$
 $T = 415.05'$
 $L = 783.06'$
 P.C. STA. 95+29.10
 P.T. STA. 103+12.16

and Additional Right of Way
INSERT

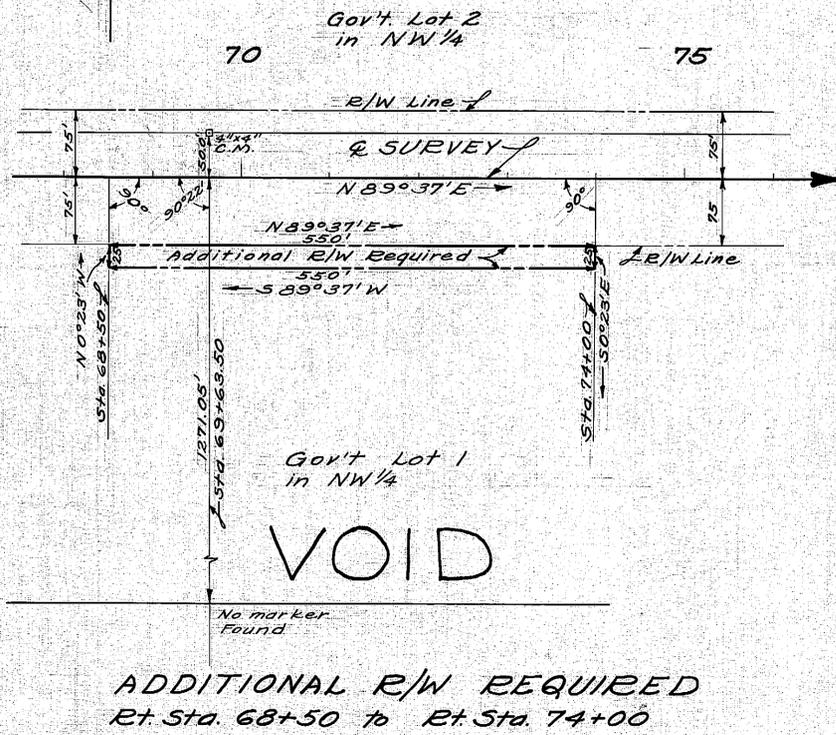
STATE OF FLORIDA
 STATE ROAD DEPARTMENT
RIGHT OF WAY MAP
 SECTION No. 1626-101 SA.4
 ROAD No. 60 POLK COUNTY

SCALE 1" = 100'	NAMES	DATES
DRAWN	B.E.C.	5-22-52
TRACED	S.E.P.	7-15-52
INDEXED		
REVISED	2007A	8-18-82
REVISED	5/16/02	10-2-02
REVISED	7/20/53	7-20-53

APPROVED BY: *[Signature]*
 DIVISION ENGINEER
 STATE HIGHWAY ENGINEER

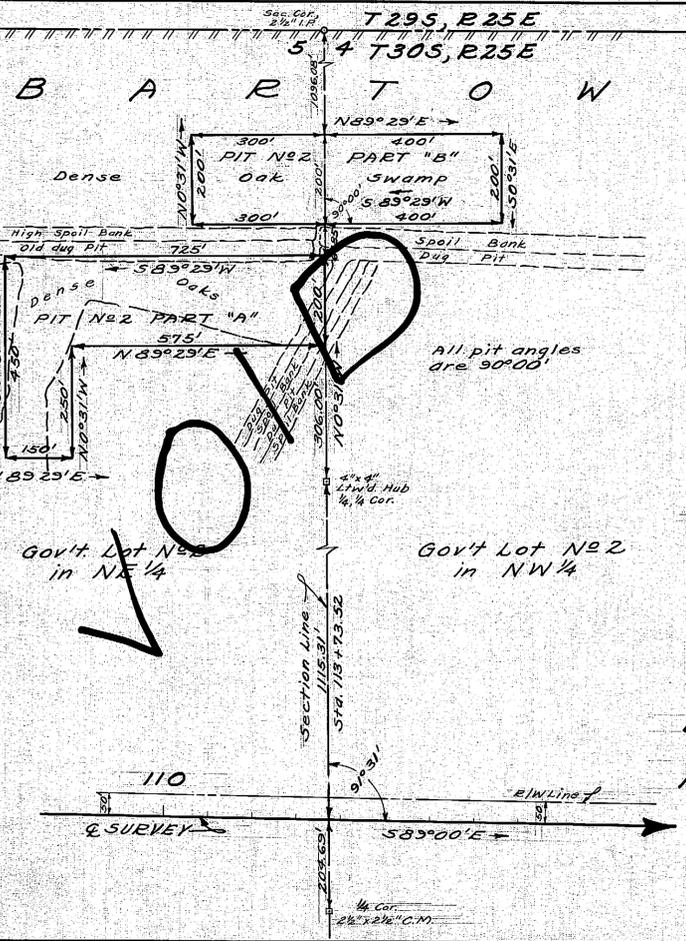
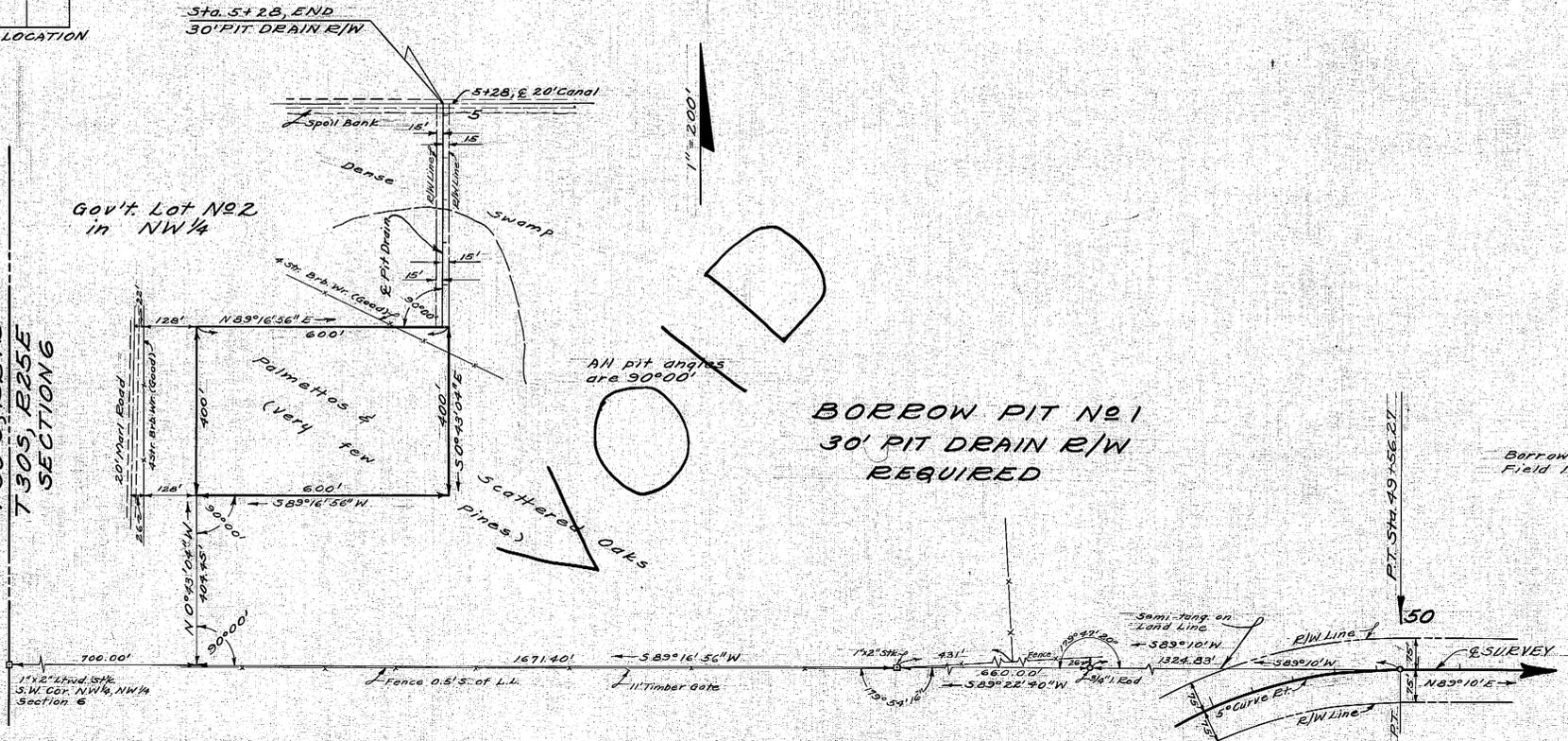
INSERT NO. 1

Added Lease Agreement B.P.	KFC	11-16-09
Rev. R.R. R/W Lt. Sta. 78+	L. Albritton	11-22-99
REVISION	BY	DATE
CHECKED:	E.E.L. B.E.C. C.R.P.	7-18-52



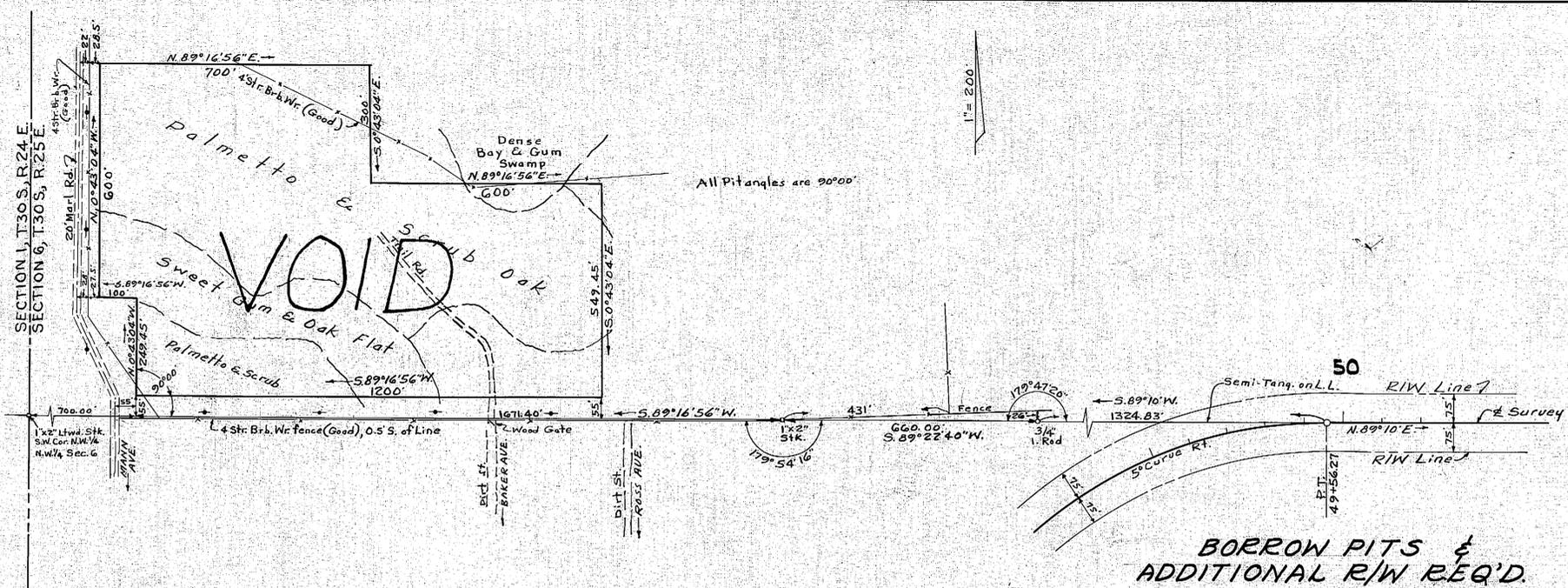
PIT No. 1	
	6

SECTIONAL LOCATION



PIT No. 2, PART 'B'	
PIT No. 2, PART 'A'	
	5
	4

SECTIONAL LOCATION



BORROW PITS & ADDITIONAL R/W REQ'D.

BORROW PIT No. 1 REVISED (4-15-53)
NO DRAIN REQUIRED

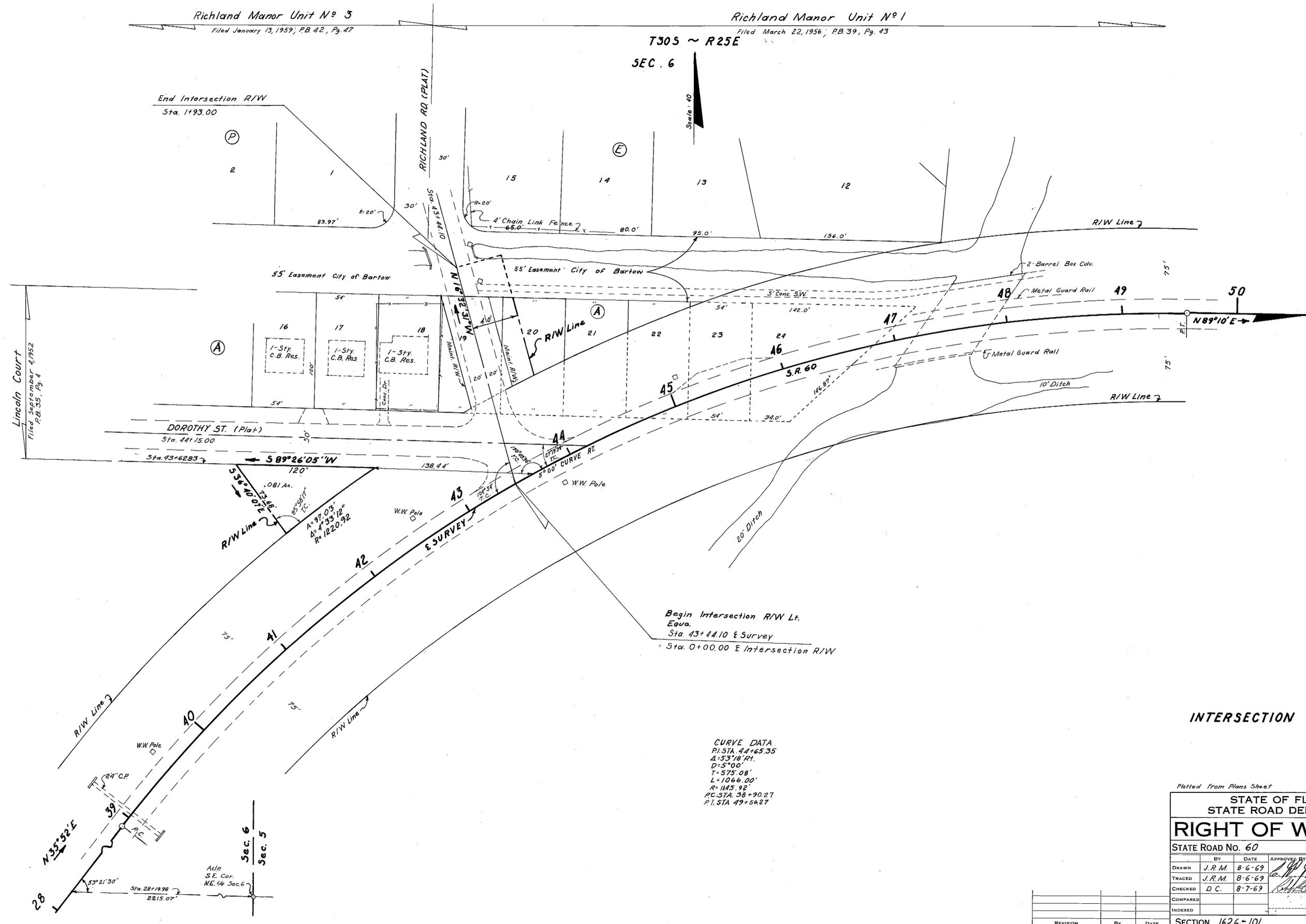
STATE OF FLORIDA
STATE ROAD DEPARTMENT

RIGHT OF WAY MAP

SECTION NO. 1626-101 S.H. 60
ROAD NO. 60 POLK COUNTY

SCALE 1" =	NAME	DATE	APPROVED BY
	DEE	10-14-52	<i>H. Lewis</i>
	TRACED	10-16-52	
	INDEXED		
	REVISED	5-7-53	<i>H. Lewis</i>
	REVISED		

CHECKED: E. E. I. 10-17-52



INTERSECTION R/W

Plotted from Plans Sheet

STATE OF FLORIDA		STATE ROAD DEPARTMENT	
RIGHT OF WAY MAP			
STATE ROAD No. 60		Polk COUNTY	
DRAWN	J.R.M.	DATE	8-6-69
TRACED	J.R.M.	DATE	8-6-69
CHECKED	D.C.	DATE	8-7-69
COMPARED		DATE	
INDEXED		DATE	

APPROVED BY: *[Signature]* DATE: 8-21-69
 DISTRICT ENGINEER
 ENGINEER OF RIGHTS OF WAY
 STATE HIGHWAY ENGINEER

REVISION	BY	DATE

1	Seaboard Air Line R. R.	Agreement	1-27-54			R/W
2	City of Bartow	Resolution	1/6/53			R/W
3	City of Bartow	Q. C. Deed	1/6/53	949	167	R/W
4	Board of County Commissioners	County Deed	10/27/52	943	469	R/W
5	Security Loan Company	Mortgage	11/22/52	971	556	R/W
6	B. S. Stokes, et ux	Deed	11/6/52	943	473	R/W
7	B. S. Stokes, et ux	Deed	11/10/52	943	475	R/W
8	Sherman Concrete Pipe Co.	Deed	11/20/52	944	375	R/W
9	Conrad G. Schuck, et ux	Deed	11/24/52	943	477	R/W
10	Naomi McGill Collins, et vir	Deed	11/24/52	943	479	R/W
11	Hester Woodruff	Deed	11/19/52	943	481	R/W
12	Leona Mayo	Deed	11/24/52	943	483	R/W
13	J. W. Mayo, et ux	Deed	11/7/52	943	485	R/W
14	Meddie Stewart McLeod	Mortgage	11/12/52	971	88	R/W
15	Alice Moore	Deed	11/24/52	944	377	R/W
16	COND. SEE SRD 70 Tr., ELiz. Prim. Bapt. Ch. FSD					
17	Ada Carter, et vir	Deed	11/10/52	943	487	R/W
18	J. W. Pamplin	Mortgage	11/12/52	971	86	R/W
19	Clarence Anderson, et ux	Deed	11/24/52	943	489	R/W
20	Walter Hooker	Deed	11/24/52	943	491	R/W
21	Joe Green	Mortgage	11/14/52	971	84	R/W
22	Joe Green, et ux	Deed	11/7/52	943	493	R/W
23	Effie M. Durrance	Deed	11/24/52	943	495	R/W
24	Joshua Bell, et ux	Deed	11/24/52	943	497	R/W
25	Corether Carter	Deed	11/24/52	943	499	R/W
26	Roxie Mae Bell Greer, et vir	Deed	11/24/52	943	471	R/W
27	Clare Mae Stephens, et vir	Deed	11/24/52	943	501	R/W
28	Benjamin Bell, et ux	Deed	11/8/52	943	503	R/W
29	Thomas Wylie Jenkins, et ux	Deed	11/10/52	943	505	R/W

30	Bartow Federal Savings & Loan Assn.	Mortgage	12/10/52	972	344	R/W
31	Wade H. Herrin, et ux	Deed	11/24/52	943	507	R/W
32	Hettie J. Seiler	Deed	11/24/52	943	509	R/W
33	Richard H. Langford, et ux	Deed	11/13/52	943	511	R/W
34	Carl Rhoden, et ux	Deed	11/24/52	943	513	R/W
35	Leon Hebb	Deed	11/24/52	943	515	R/W
36	COND. SEE SRD 70					
37	VOID COVERED BY SRD 72	Deed				
38	Jack P. James, et ux	Deed	12/8/52	945	79	R/W
39	Armour & Co.	Deed	11/19/52	944	368	R/W
40	BOARD of County Commissioners	Contract	9/26/52			R/W
41	Void Covered by SRD 55					
42	Louise Green	Deed	11/22/52	943	517	R/W
43	Board of County Commissioners	Resolution	1/16/53	953	321	Cancel T. S. Cert
44	B. S. Stoakes	Improv. Memo	1-12-54			
45	Hester Woodruff	Improv. Memo	1-12-54			
46	Lena Mayo	Improv. Memo	1-12-54			
47	J. W. Mayo	Improv. Memo	1-12-54			
48	City of Bartow	Improv. Memo	1-12-54			
49	Alice Moore	Improv. Memo	1-12-54			
50	Ada Carter	Improv. Memo	1-12-54			
51	Indept. Chemical Company	Improv. Memo	1-12-54			
52	Peninsular Telephone Co.	Letter	10/29/52			Relocate Wire poles
53	ACL	Agree				
54	Armour & Co.	Deed	3/24/53	953	322	R/W
55	Independent Chem Co.	BPE				
56	City of Bartow	Q.C. Deed	12-11-53	971	389	R/W

Audie Craig

FSD

Independent Chem. Co.

Independent Chem. Co. B. Pits

59	COND. SEE SRD. 71	Leon Hebb	QCD					
60	COND. SEE SRD 71	Audie Craig	QCD					
61	Jack P. James and wife		Q. C. Deed	11/12/53	971	81		R/W
62	COND. SEE SRD 71	Richard Langford + wife	Ditch					
63	Carl Rhoden and wife		Easement	12-11-53	971	385		R/W
64	Richard Langford		Improv. Memo	1-12-54				
65	Carl Rhoden et ux		Improv. Memo	1-12-54				
66	Audie Craig		Imp. memo	1-12-54				
67	VOID COVERED BY SRD 74	Independent Chem. Co.	B.P.					
68	City of Bartow		Agreement	12-18-53				Reloc. Facilities
69	City Manager- Bartow		Letter	12-3-53				Clearing R/W
70	City of Bartow vs Independent Chemical Co.		Order of Taking	12-2-53				Cond. Suit R/W
71	City of Bartow vs. Leon Hebb, et al		Order of Taking	11/1/53				Cond. Suit R/W
72	City of Bartow		Q/C Deed	12/1/53	971	84		R/W
73	City of Bartow		Q/C Deed	12/1/53	971	85		R/W 9/24/09 5 yr Lease Agreement
74	City of Bartow		Easement	12/1/53	971	88		Borrow Pit
75	Central Florida Gas. Corp.		Agreement	Feb. 22, 1954			Not recorded	Utilities
76	ACL RR		Agree					
77	ACL RR		Agree					
78	Atlantic Coast Line Railroad Company		Letter from SRD To	1-21-55				Application for Cross
79	City of Bartow		Deed- Res.					
80	Thomas. W. Jenkins + Wife		WD					
81	Bartow Fed. S & L Assn.		mtg.					



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

801 North Broadway Avenue
P.O. Box 1249
Bartow, FL 33831-1249

STEPHANIE KOPELOUSOS
SECRETARY

MEMORANDUM

Date: October 1, 2009

To: James C. Myers, District Right of Way Surveyor

From: Gregory J. Bohde, District Property Management Administrator
By: Ruthie M. Chunn, Property Management Agent *RMC*

Copies: G.J. Bohde, David Richey, Gene Ray
Property Management Lease File, Daily File

Subject: Executed Public Purpose Lease - DCF

RECEIVED
OCT 01 2009
RW SURVEYING & MAPPING
DOT DISTRICT ONE

FM#	: N/A	County	: Polk
Sec/Job	: 1626-101	S.R.	: 60
FAP	: N/A	Parcel	: 73 (Part)

Attached is a fully executed copy of a Public Purpose lease document along with other pertinent data for which the Department has leased the above referenced parcel to the State of Florida Department of Children and Families for the purpose of facility parking and public parking. The term of the lease is for five years commencing on September 24, 2009 through September 24, 2014.

The area of concern is located at 1055 Highway 17 North, Bartow, Polk County, Florida, lying in Section 5, Township 30S, Range 25E at the intersection of SR 60 and US Highway 17. The property consists of 1.031 acres and is a part of designated road right of way that has been temporarily declared surplus for the above stated purpose.

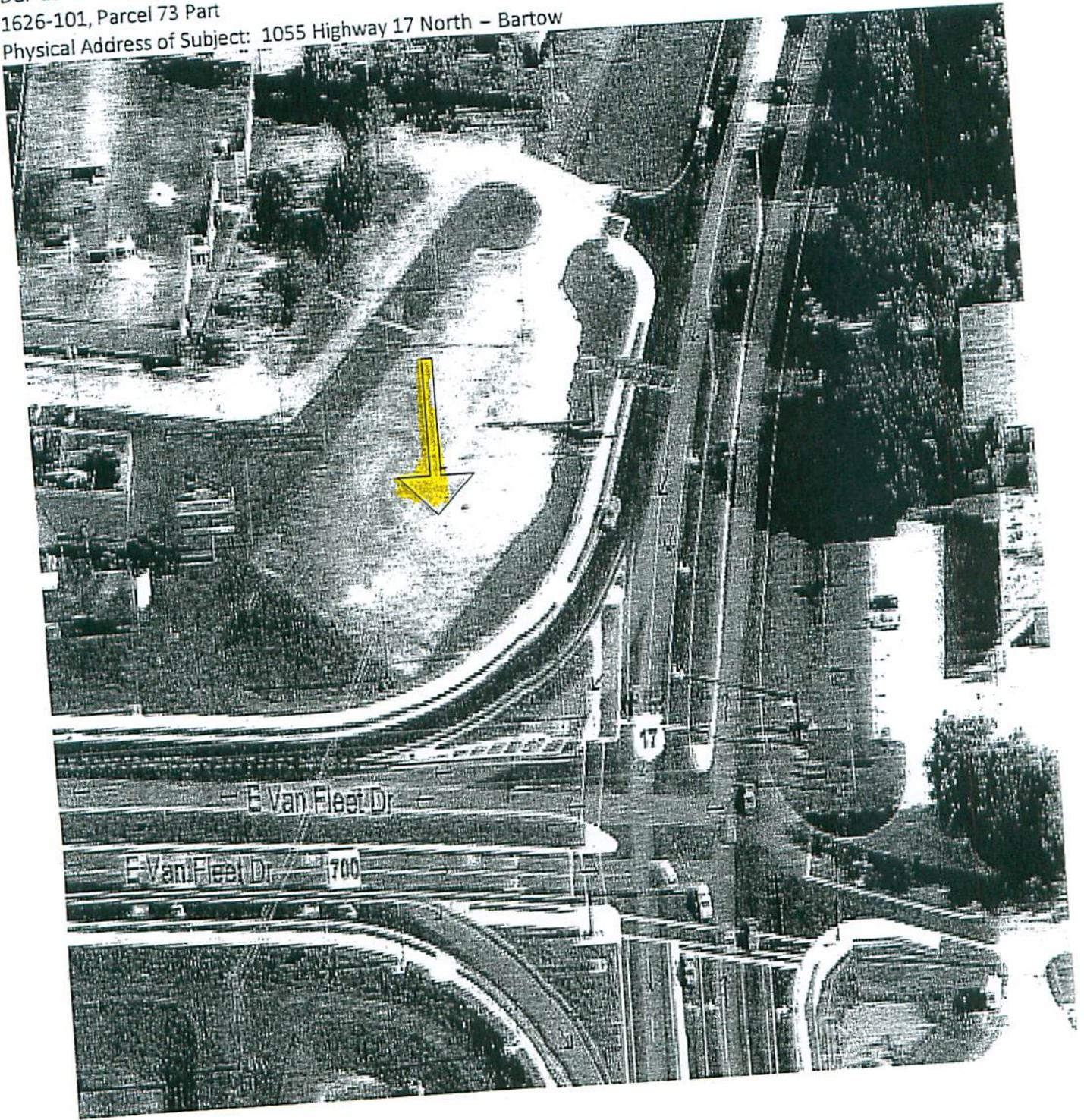
Property Management is requesting that the Right of Way Map sheet 4 of Section 1626-101, Parcel 73 (Part) be marked to depict the area that is leased to DCF.

If further information is needed, please contact me at extension 2442.

GJB/RMC/rmc

- Attachments: Copy of Transmittal Letter to DCF
 Copy of Executed Lease w/Legal & Skecthes
 Copy of RW Map 1626-101, Sheet 4

DCF Lease Request
1626-101, Parcel 73 Part
Physical Address of Subject: 1055 Highway 17 North - Bartow

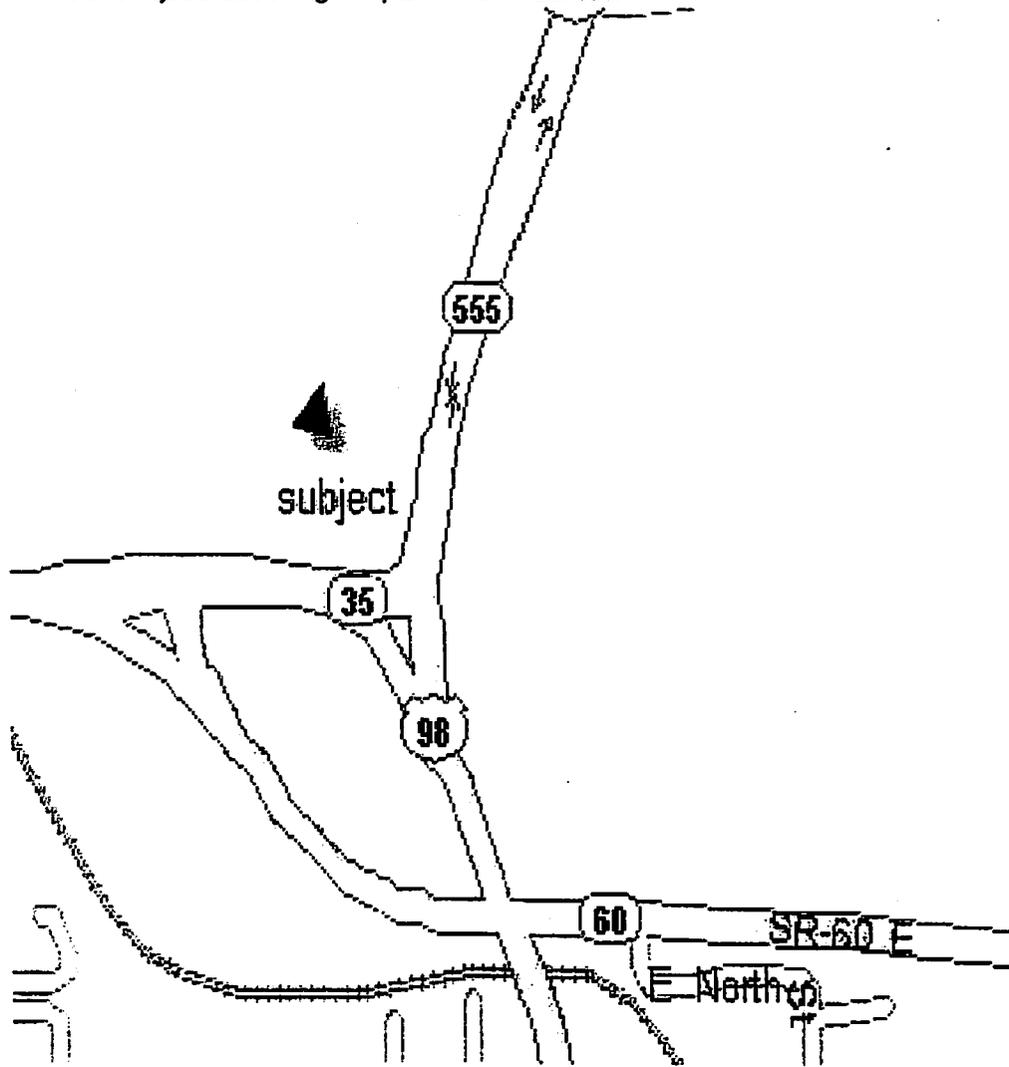


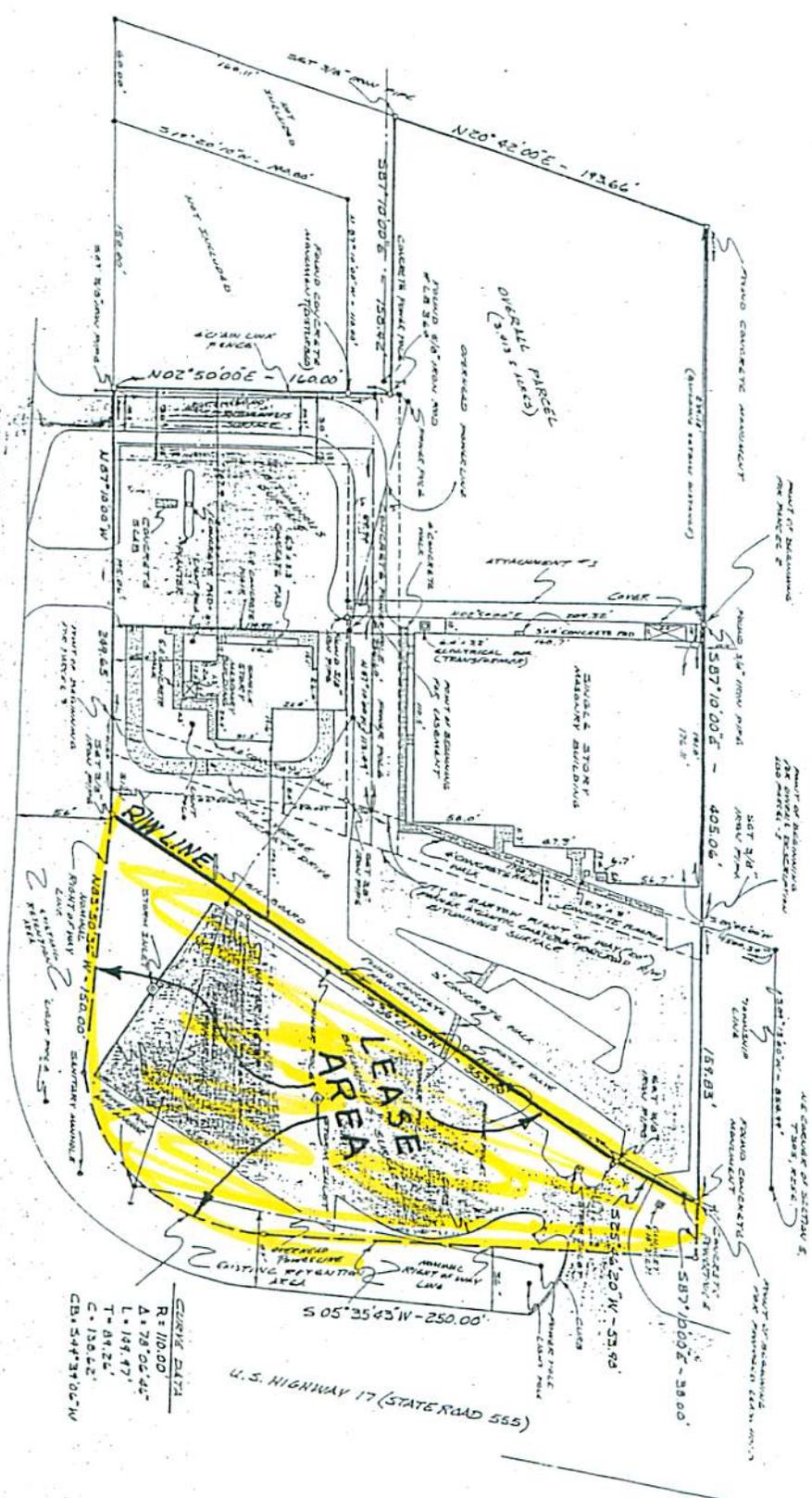
+

DCF Lease Request

1626-101, Parcel 73 Part

Physical Address of Subject: 1055 Highway 17 North - Bartow





CURVE DATA
 R = 110.00
 Δ = 78°06'44"
 L = 149.97'
 T = 84.24'
 C = 150.22'
 CB = 54°31'02"W

EXHIBIT "A"

PAGE 2

NOT A SURVEY

U.S. HIGHWAY 98 (STATE ROAD 60 P 700)

U.S. HIGHWAY 17 (STATE ROAD 565)

F.P. NO. N/A

SECTION 1626-101

PARCEL 73 (Part)

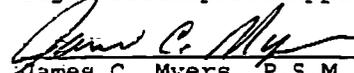
DESCRIPTION OF LEASE AREA

That portion of State Road right of way which lies north of State Road 60 per Section 1626-101 and west of State Road 555 per Section 16030-2526 in U.S. Government Lot 2 in the northeast 1/4 of Section 5, Township 30 South, Range 25 East, Bartow, Polk County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 5, and run South 89°13'00" West along the Township line, 854.99 feet to a point on the former east boundary of the Atlantic Coastline Railroad; thence run South 20°42'00" West, along said east boundary, 1,584.54 feet; thence South 87°10'00" East, 159.83 feet to the west boundary of State Road 555 and the POINT OF BEGINNING; From the Point of Beginning continue South 87°10'00" East, 38.00 feet; thence South 5°35'43" West, 250.00 feet to a point of curve; thence westerly on the arc of a curve to the right (radius 110.00 feet, central angle 78°06'46", chord 138.62 feet, chord bearing South 44°39'06" West), 149.97 feet to a point; thence North 83°50'36" West, 150.00 feet to the point of intersection of the north boundary of State Road 60 and the west boundary of State Road 555; thence North 36°21'30" East along said west boundary 353.40 feet to a point; thence North 25°46'20" East, 53.98 feet to the POINT OF BEGINNING.

Said parcel of land contains 1.031 acres, more or less.

Legal Description Approved by:

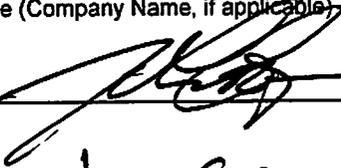

James C. Myers P.S.M. #5922
Date: 08-19-09
NOT VALID UNLESS EMBOSSED

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES

Lessee (Company Name, if applicable)

By:



John Cooper

Print Name

Title:

REGIONAL DIRECTOR



Attest:

(SEAL)

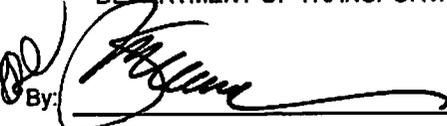
Sandra K. Exantus

Print Name

Title:

Administrative Assistant I

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION



By:

District Secretary

Stanley M. Cann, P.E.

Print Name

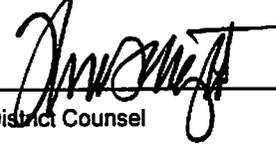
Attest:

Dawn Gallon

Name/Title:

Dawn Gallon, Executive Asst.

LEGAL REVIEW:



District Counsel

Thomas L. Wright

Print Name

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

9. Miscellaneous.

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon SIXTY (60) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:
4720 Old Highway 37, Lakeland, Florida 33813 - Attention: Circuit Administrator

shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. **Improvements.** No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District One of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. **Maintenance.** Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. **Indemnification.** To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, or employees, during the performance of the Lease, except that neither Lessee, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Lessor or any of its officers, agents, or employees during the performance of the Lease.

When the Lessor receives a notice of claim for damages that may have been caused by the Lessee, the Lessor will immediately forward the claim to the Lessee. Lessee and the Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Lessor will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Lessor in such claim as described in this section. The Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

7. **Insurance.** Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than ONE HUNDRED THOUSAND DOLLARS (\$ 100,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than TWO HUNDRED THOUSAND DOLLARS (\$ 200,000.00) for property damage, or a combined coverage of not less than THREE HUNDRED THOUSAND DOLLARS (\$ 300,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

LEASE AGREEMENT

ITEM/SEGMENT NO.: N/A 1626-101 (Sec/Job)
 MANAGING DISTRICT: 1
 F.A.P. NO.: N/A
 STATE ROAD NO.: 60
 COUNTY: Polk
 PARCEL NO.: 73 (Part)

THIS AGREEMENT, made this 24th day of September, 2009, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES (hereinafter called the Lessee.)

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property and Term.** Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of five (5) years beginning 09-24-2009 and ending 09-24-2014. This Lease may be renewed for an additional N/A term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor N/A days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. **Use.** The leased property shall be used solely for the purpose of facility and public parking. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. **Rent.** Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of N/A plus applicable tax, for each N/A of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to 801 N. Broadway Avenue, P.O. Box 1249, Bartow, FL 33831-1249 ; No rent due - public purpose lease. Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

801 North Broadway Avenue
Post Office Box 1249
Bartow, FL 33831-1249

STEPHANIE C. KOPELOUSOS
SECRETARY

October 1, 2009

Mr. Jim A. Birch, Facilities Specialist
State of Florida
Department of Children and Families
Central Region General Services
400 West Robinson Street, Suite S922
Orlando, Florida 32801

Re:	FM#	N/A	County	Polk
	Section/Job	1626-101	State Road	60
	FAP#	N/A	Parcel	73(Part)
	PM Log	09-40		

Dear Mr. Birch:

Attached is a fully executed copy of the Public Purpose lease document for your record keeping and the original lease document is maintained in our records. This lease between FDOT and DCF is in reference to DCF's request to lease a portion of FDOT right of way for parking at the DCF office located at 1055 Highway 17 North, Bartow, Polk County, Florida.

The lease period is for a term of five (5) years with a commence date of September 24, 2009 and ending on September 24, 2014. After such time, if DCF still has an interest in leasing said property, DCF will need to submit a written request at least 60 days before the expiration date of the lease. Upon receipt of DCF's request, FDOT will review to ascertain whether or not the property can continue to be designated as temporarily surplus for the purpose of entering into a new lease with DCF.

It was a pleasure working with you throughout the lease process and if you have any questions or concerns, please contact me at (863) 519-2442 or via e-mail at ruthie.chunn@dot.state.fl.us.

Sincerely,

Ruthie M. Chunn
Right of Way Agent
Property Management

RMC/rc
Attachment

cc: Gregory J. Bohde, FDOT; Ann M. Berner, DCF - Lakeland
Lease File, Daily File, James Myers, Surveying & Mapping - FDOT