

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/29/2019

Contract/Lease Control #: L86-0095-BCC

Procurement#: NA

Contract/Lease Type: REVENUE

Award To/Lessee: PIER RESORT & DEVELOPMENT, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/26/2019

Expiration Date: 12/31/2039

Description of Contract/Lease: PEIR PARKING AND ANGLERS RESTURANT

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Gulf Coast - Mobile (JEE) 15429 O'Neal Road Gulfport MS 39503	<b>CONTACT NAME:</b> Sara Hollis	
	<b>PHONE (A/C, No, Ext):</b> 228-832-9313	<b>FAX (A/C, No):</b> 228-832-1321
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Ohio Security Insurance Co.		24082
<b>INSURER B :</b> Ohio Casualty Insurance Co		24074
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

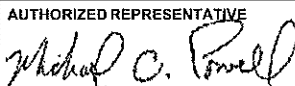
**COVERAGES**                      **CERTIFICATE NUMBER:** 1204392533                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BLS58645416	4/17/2019	4/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						\$ \$ \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			ESO58645416	4/17/2019	4/17/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	XWS58645416	4/17/2019	4/17/2020	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Pier Resort & Development LLC are additional insured when required by written contract.

**CONTRACT#: L86-0095-BCC**  
**PIER RESORT & DEVELOPMENT, LLC**  
**PIER PARKING AND ANGLERS RESTURANT**  
**EXPIRES: 12/31/2039**

<b>CERTIFICATE HOLDER</b>  Okaloosa Board of County Commissioners 101 East James Lee Blvd Crestview FL 32536	<b>CAN</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DeRita Mason

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**From:** Greg Stewart  
**Sent:** Thursday, March 28, 2019 4:42 PM  
**To:** Jason Autrey  
**Cc:** DeRita Mason; Zan Fedorak; Jeffrey Hyde; Greg Kisela  
**Subject:** Re: Pier Associates Lease Assignment

It may not have been coordinated through purchasing but it was coordinated and approved by legal. It has been pending for several years and Greg K was in those discussions

Sent from my iPhone

On Mar 28, 2019, at 5:09 PM, Jason Autrey <[jautrey@myokaloosa.com](mailto:jautrey@myokaloosa.com)> wrote:

DeRita,

This lease was drafted and coordinated by legal directly. I can check my records, but I think what I'll find is that I put this on the agenda in coordination with legal. I've copied Greg Stewart in case he can help clarify what you are looking for.

Jason

Jason T. Autrey, P.E., C.P.M.  
Director of Public Works  
Okaloosa County, FL  
1759 S Ferdon Blvd  
Crestview, FL 32536  
850-689-5772

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Thursday, March 28, 2019 4:00 PM  
**To:** Zan Fedorak <[zfedorak@myokaloosa.com](mailto:zfedorak@myokaloosa.com)>  
**Cc:** Jason Autrey <[jautrey@myokaloosa.com](mailto:jautrey@myokaloosa.com)>; Jeffrey Hyde <[jhyde@myokaloosa.com](mailto:jhyde@myokaloosa.com)>  
**Subject:** Pier Associates Lease Assignment

Good afternoon,

I receive the assignment of lease referenced above back from BCC records today. I do not recall this coming through Purchasing for coordination? Was this coordinated? If so, please forward those approvals to me via email.

Thank you,

DeRita

<image001.png>

DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department

**CONTRACT#: L86-0095-BCC  
PEIR RESORT & DEVELOPMENT, LLC  
PEIR PARKING AND ANGLERS RESTURANT  
EXPIRES: 12/31/2039**

**ASSIGNMENT OF LEASE**

**THIS ASSIGNMENT OF LEASE** is entered into this 10<sup>th</sup> day of April 2018, to be effective upon the satisfaction of the contingency as set forth in paragraph 8 herein, between Pier Associates, Inc., a Florida corporation, whose address is 420 E. Pine, Crestview, Florida 32579 (the "Assignor") and Pier Resort & Development, LLC, a Florida limited liability company, whose address is 981 Highway 98E, Suite 3-164, Destin, Florida 32541 (the "Assignee").

**WHEREAS**, Assignor entered into a lease agreement with Okaloosa County, a political subdivision of the State of Florida (the "Lessor") on September 23, 1986, for the premises described therein, as Lessee for an initial term of twenty-five (25) years which commenced on October 1, 1986, which lease was subsequently amended by that certain First Amendment to Pier Lease dated April 7, 1998 and further amended by that certain Amendment Number Two (2) dated May 19, 2009 (the "Lease Term") (the original Lease and the amendments thereto are hereinafter collectively referred to as the "Lease"), copies of which are attached hereto as Composite Exhibit "A" and by Assignee's execution of this agreement, it acknowledges that it has received and reviewed the Lease; and,

**WHEREAS**, Assignee desires to assume all rights, liabilities, and duties of Assignor in the Lease and Assignor desires to assign all such of its rights, liabilities and duties to Assignee.

**NOW THEREFORE**, for and in consideration of the mutual covenants contained in this agreement, the parties, intending to be legally bound, do agree as follows:

1. Assignor does hereby, sell, assign, transfer, convey and set over absolutely unto Assignee all of Assignor's right, title, interest, powers, benefits, options and privileges in, to and under the Lease, demising the premises described therein (the "Leased Premises").
2. Assignee, and the successors and assigns of Assignee, shall have the Leased Premises

during all the remainder of the Lease Term, and any renewals or extensions of the Lease, as provided in the Lease or otherwise negotiated with the Lessor.

3. The Assignor hereby covenants that the Lease is valid and subsisting, that the Assignor is the lawful owner of all of the rights, interests, and estates of every kind of the Lessee under the Lease and in and to the Leased Premises, that any such rights, interests and estates are free and clear of all liens, encumbrances and assignments, that it is not in default under the terms, conditions, or covenants of the Lease and that the Assignor has full power and lawful authority to convey the same and will defend the same against the lawful claims of all persons whomsoever.

4. Assignor hereby indemnifies and holds Assignee harmless from any loss or damage, including reasonable attorneys' fees actually incurred and costs of litigation, as a result of any claim for any act, omissions, condition, violation of law or default which Assignee may incur, sustain or suffer, or which may be asserted or assessed against Assignee on or after the date hereof, arising out of, pertaining to or in any way connected with the obligations, duties and liabilities of Assignor arising under the Lease, any sub-lease, vendor/concessionaire contract(s) or other contract(s) or agreement(s) whatsoever relating directly or indirectly to the Lease or Leased Premises prior to the date hereof. This indemnity provision shall survive the completion of the Lease assignment and shall be an exception to the release provisions of paragraph 6 herein.

5. Assignee shall accept the assignment made in this instrument and assume the liability and duty to perform all of the terms and conditions of the Lease on the part of the Assignor to be performed subject to the indemnity provisions of paragraph 4 hereinabove.

6. Assignor shall, from the effective date of this Assignment, be released from any further liability under the terms and conditions of the Lease but such release shall not effect or impair the Assignor's duties and obligations under this Agreement.

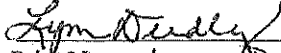
7. Lessor has agreed to consent to this assignment of the Lease, without waiver of the restriction concerning further assignment as contained in the Lease, based upon the acceptance of the Assignor and the acceptance of the Assignee of the terms and conditions of this Assignment of Lease.


8. The obligations of both Assignor and Assignee under this Assignment of Lease Agreement are expressly contingent upon the approval of this Assignment of Lease by the Board of County Commissioners of Okaloosa County, Florida.

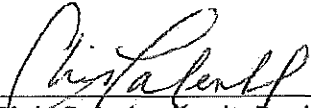
**IN WITNESS WHEREOF**, the Assignor has caused these presents to be executed in its corporate name and its corporate seal to be hereto affixed and attested by its officer's thereunto duly authorized the day and year first above written.

**PIER ASSOCIATES, INC.,**  
a Florida corporation

**WITNESSES:**

  
Print Name: Lynn Dudley

  
Print Name: Erin Patterson

By:   
Chris Cadenhead, as its President

Date: 4-10-18

**ACCEPTANCE**

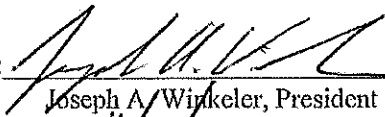
The Assignee does hereby accept the foregoing Assignment of Lease for the considerations therein set forth and, from and after the date thereof and in consideration of the foregoing Assignment, hereby effective the 10<sup>th</sup> day of April 2018, assumes and agrees to pay the rents and to perform all the covenants, conditions and provisions on the part of the Lessee named in said Lease to be paid, performed and observed.

WITNESSES:

**PIER RESORT & DEVELOPMENT, LLC,**  
a Florida limited liability company

  
Print Name: Paul Barcus

Print Name: G. JEFFREY McINNIS

By:   
Joseph A. Winkeler, President


Date: 4/10/2018

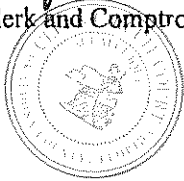
**CONSENT TO ASSIGNMENT**

In consideration of the acceptance of the foregoing assignment by Pier Resort & Development, LLC, and the said Assignee entering into an Amended and Restated Lease of even date, the undersigned, as Lessor, in the Lease described in the aforementioned assignment, does hereby consent to the assignment under the terms and conditions as set forth therein without waiving the restriction contained in the Lease concerning further assignment. The Lessor further represents to the Assignee that the Assignor/Lessee is not in default under any of the terms, conditions or covenants of the Lease.

ATTEST:

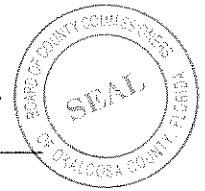
**OKALOOSA COUNTY, FLORIDA**  
a political subdivision of the State of Florida

By:   
J.D. Peacock, II, Clerk and Comptroller



By:   
Charles K. Windes, Jr, Chairman

Board of County Commissioners



Date: ~~MAR 26 2018~~ MAR 26 2019

*MMA  
BCC Records*

COMPOSITE EXHIBIT A

OFFER TO LEASE

The undersigned, hereinafter referred to as Lessee does hereby offer to lease the below described property under the terms and conditions as follows:

LEASE

This Lease is made and executed in duplicate by and between OKALOOSA COUNTY, a political subdivision of the State of Florida, herein called Lessor, and FIER ASSOCIATES, INC. of P.O. BOX 99, DESTIN, FL 32541 (address) herein called Lessee.

1. DESCRIPTION OF PREMISES: Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, the premises and equipment consisting of fixtures located therein located on Okaloosa Island, Okaloosa County, Florida, consisting of the Okaloosa Island Pier and Restaurant, and the parking area appurtenant thereto, and described more particularly as follows:

As per Exhibit A attached hereto.

2. TERM: The term of this lease is twenty five (25) years beginning October 1, 1985.

3. RENT: Lessee covenants and agrees to pay as rent for the premises SIXTY FIVE THOUSAND FIVE HUNDRED Dollars ( 65,500.00 ) per annum in advance annually, with the first such payment to be submitted by Cashier's or Certified Check with this bid, for each of the first five years of this lease; the aforesaid annual rental shall be increased by 20% for the 6th thru the 10th years of this lease, said payment to be made annually in advance; the aforesaid increased annual rental shall be increased by 20% over and above that for the 6th thru the 10th years of this lease for the 11th thru the 15th years of this lease, said payment



to be made annually in advance; the aforesaid increased annual rental shall be increased by 20% over and above that for the 11th thru the 15th years of this lease for the 16th thru the 20th years of this lease, said payment to be made annually in advance.

4. USE OF PREMISES, LICENSES: The premises are leased to be open to the general public to be used as a fishing pier, bait and tackle shop, restaurant, lounge, and snack bar. Lessee agrees to restrict the use of the premises to the above purposes, and not to use, or permit the use of, the premises for any other purpose not specifically stated without first obtaining the consent in writing of Lessor.

5. COMPLIANCE WITH LAW: During the continuance of this lease, the leased premises shall not be used for any purpose in violation of any federal, state, county or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statute, ordinance, regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the premises. On the breach of any provision hereof by Lessee, Lessor may, at his option terminate this lease forthwith and re-enter and repossess the premises.

6. LESSEE'S RIGHTS AS TO BUSINESS SIGNS: Lessee may, at its own risk and expense, erect or place in a lawful manner signs concerning its business on the exterior walls of the demised premises. Lessee shall maintain such signs in a good state of repair, and shall repair any damage that may have been done to the premises by the erection, existence, or removal of such signs. At the end of the lease term or any renewal thereof, Lessee shall remove the signs at its expense.

7. RIGHT OF LESSEE TO MAKE IMPROVEMENTS OR ALTERATIONS: Lessee shall not improve or alter the demised premises in any manner without the prior written consent of Lessor but shall, before making any improvements or alterations, submit plans and designs therefor to Lessor for his approval. In the event that

the plans and designs are disapproved, such improvements or alterations shall be made only with such changes as may be required by Lessor. All improvements or alterations erected or made on the demised premises shall on expiration or sooner termination of this lease belong to Lessor without compensation to Lessee. However, Lessor shall have the option, to be exercised on expiration or sooner termination of this lease, to require Lessee to remove any or all such improvements or alterations.

8. DUTY TO MAINTAIN PREMISES-IN GENERAL: Lessee agrees, at his own expense, to maintain the leased premises and appurtenances thereto in good repair, and in at least as good condition as that in which they were delivered, ordinary wear and tear, damage by fire or other casualty excepted.

9. AGREEMENT TO SURRENDER PREMISES IN GOOD CONDITION: Lessee, by entry hereunder, accepts the premises as being in good and in sanitary condition, and in good repair. Lessee agrees, on the last day of the term of this lease, or its earlier termination, to surrender the premises to Lessor in the same condition as received, reasonable use and wear, and damage by fire, act of God, or the elements excepted.

10. NO ASSIGNMENT OR SUBLEASE WITHOUT LESSOR'S CONSENT: Lessee shall not assign this lease, or any interest therein, or sublet the leased premises, or any part thereof, or any right or privilege appurtenant thereto, or allow any person other than Lessee and his agents and employees to occupy or use the premises or any part of them, without first obtaining Lessor's written consent thereto. Lessor expressly covenants that such consent shall not be unreasonably or arbitrarily refused. Lessor's consent to one assignment, sublease, or use shall not be a consent to any subsequent assignment or sublease, or occupancy or use by another person. Any unauthorized assignment or sublease shall be void, and shall terminate this lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law without Lessor's written consent.

11. UTILITIES: Lessee shall at Lessee's expense, pay for all water, gas, electric power and all other utilities required by Lessee's operations on the leased premises from and after the commencement of the term hereof.

12. LESSEE TO CARRY LIABILITY INSURANCE: Lessee shall procure and maintain in force during the term of this lease and any extension thereof, at his expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person injured, THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for any one accident, and TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) for property damage. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. In addition, Lessee shall procure and maintain Workmen's Compensation Insurance as required by Florida Statutes. The policies shall be delivered to Lessor for keeping. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least 30 days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, Lessor may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to Lessor as an additional rent instalment for the month following the date on which such premiums are paid.

13. RESTRICTION AGAINST MECHANICS' LIENS-CONSENT OF LESSOR NOT GIVEN: Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the demised premises or

any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised premises or any part thereof.

14. LEASE BREACHED BY LESSOR'S RECEIVERSHIP ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY: Appointment of a receiver to take possession of Lessee's assets (except a receiver appointed at Lessor's request as herein provided), Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this lease.

15. LESSOR'S REMEDIES ON LESSEE'S BREACH: If Lessee breaches this lease, Lessor shall have the following remedies in addition to his other rights and remedies in such event:

a. Reentry: Lessor may reenter the premises immediately, and remove all Lessee's personnel and property therefrom. Lessor may store the property in a public warehouse or at another place of his choosing at Lessee's expense or to Lessee's account.

b. Termination: After reentry, Lessor may terminate the lease on giving 15 days' written notice of such termination to Lessee. Reentry only, without notice of and relet.

Lessor may recover from Lessee on terminating the lease for Lessee's breach all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

c. Appointment of Receiver: After reentry, Lessor may procure the appointment of a receiver to take possession of and collect rents and profits from Lessee's business. If necessary, to collect such rents and profits from Lessee's business. If necessary, to collect such rents and profits the

receiver may carry on Lessee's business and take possession of Lessee's personal property used in the business, including inventory, trade fixtures, and furnishings, and use them in the business without compensating Lessee therefor. Proceedings for appointment of a receiver by Lessor, or the appointment of a receiver and the conducting by him of Lessee's business, shall not terminate this lease unless Lessor has given Lessee written notice of such termination as provided herein.

16. LESSEE TO PAY LESSOR'S ATTORNEYS' FEES: If Lessor files an action to enforce any covenant of this lease, or for breach of any covenant herein, Lessee agrees to pay Lessor reasonable attorneys' fees for the services of Lessor's attorney in the action, such fees to be fixed by the court.

17. MANNER OF GIVING NOTICE: Notices given pursuant to the provisions of this lease, or necessary to carry out its provision shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's address for this purpose shall be OKALOOSA COUNTY COURTHOUSE, CRESTVIEW, FLORIDA 32536, or such other address as Lessor may designate to Lessee in writing. Notices to Lessee may be addressed to Lessee at the premises leased.

18. EFFECT OF LESSOR'S WAIVER: Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others, or of subsequent breach of the one waived.

19. LEASE APPLICABLE TO SUCCESSORS: This lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

20. TIME OF ESSENCE: Time is of the essence of this lease.

21. DAMAGE OR DESTRUCTION BY FIRE, WAR, OR ACTS OF GOD:  
If the premises leased herein are destroyed or damaged by fire, acts of war, or acts of God (including rising water or earthquake)



to such an extent that they are rendered untenable in whole or in substantial part, Lessee has the option of rebuilding or repairing the same. If Lessee elects to rebuild or repair the premises and does so without unnecessary delay, Lessee shall have the option to continue this lease for the remainder of its term upon completion of construction or repairs, with the rent to be abated from the date of damage or destruction to the date of the next commercial utilization of the premises by opening all or any portion of the operations to the general public. Lessee shall give Lessor notice of its intent to repair or rebuild within 30 days from the date of damage or destruction, otherwise this lease shall terminate and be null and void with Lessor retaining any advance rental and any insurance proceeds paid as additional consideration for the execution of this lease. In the event Lessee elects to rebuild or repair, said construction shall be completed within 18 months from the date of destruction or damage. If not completed within 18 months, Lessee shall pay One Hundred Dollars (\$100.00) per day as additional rent until completion of repairs.

22. CASUALTY INSURANCE: Lessee will, during the term hereof, at all times have and keep the interest of Lessor in the building or buildings including all additions, alterations, or improvements, on the premises insured against loss or damage by fire, lightning, windstorm, hail, explosion, riot, and smoke damage under policies of insurance carried by insurance companies of recognized responsibility and credit and duly authorized to transact business in the State of Florida. The total amount of such insurance shall be in an amount adequate for the reconstruction of the building and improvements, with loss or damage arising under such policies made payable to Lessor. Lessee will deposit such policies as issued from time to time with Lessor.

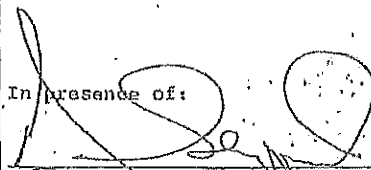
All amounts received on such policies shall be available to Lessee for the reconstruction or repair, as the case may be, of any such building or buildings. In case of the work of reconstruction or repair being approved by Lessor and being

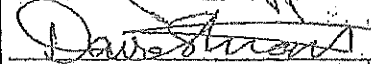
And retain such amount as liquidated damages resulting to it from the failure of Lessee to promptly and within a reasonable time complete such work or reconstruction or repair.

23. INDEMNITY AND HOLD HARMLESS: Lessee shall indemnify and hold harmless Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms of conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements thereon.

IN WITNESS WHEREOF Lessee has executed this Lease and Offer To Lease on this the 23<sup>rd</sup> day of SEPTEMBER 1986, to be the Lease between the parties upon acceptance and execution by Lessor.

In presence of:

 David K. Gibson  
LESSEE  
PIER ASSOCIATES, INC.



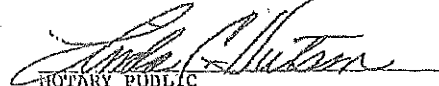
STATE OF FLORIDA

COUNTY OF

Before me personally appeared DAVID GIBSON  
as OFFICER OF PIER ASSOCIATES, INC. to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that \_\_\_\_\_ executed said instrument in the capacity and for the purpose therein expressed.

WITNESS my hand and official seal, this the 23<sup>rd</sup> day of SEPTEMBER, 1986.

DWIGHT DOWD  
Notary Public  
State of Florida  
27812

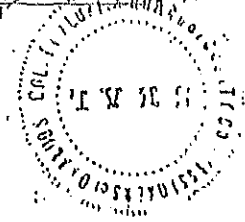
  
NOTARY PUBLIC  
My Commission Expires:



IN WITNESS WHEREOF, the Lessor having accepted this Offer  
to Lease and Lease by official action this the 23rd day of  
September, 1986, Lessor has hereunto set its hand and seal  
on this the 23rd day of September, 1986.

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

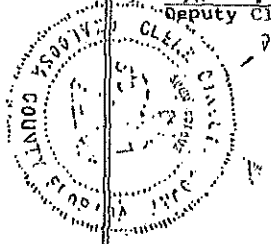
By: Sam Brunson  
SAM BRUNSON  
Chairman



ATTEST:

NEWMAN C. BRACKIN  
CLERK OF DISTRICT COURT

By: Robert D. McQuinn  
Deputy Clerk



JOHN R. OSWALD  
ATTORNEY AT LAW  
P. O. BOX 402  
OKALOOSA, FLORIDA 32568  
318-11

EXHIBIT A

Description:

Upland (from original construction survey)

Commencing at the Northeast corner of Lot 2, SANTA ROSA ISLAND subdivision of Block 10, as recorded in Plat Book 3, Page 14, Public Records of Okaloosa County, Florida, also being the Point of Beginning.

Proceed S 8°14' W along the east line of Block 10 a distance of 845 feet more or less to the mean high water line of the Gulf of Mexico thence easterly along the mean high water line a distance of 150 feet more or less; thence N 8° 14' E a distance of 845 feet more or less to the south right of way line of US Highway 98, thence westerly along the south right of way line a distance of 150 feet more or less to the Point of Beginning.

Contains 2.91 acres more or less.

Sovereign Land (from original permit)

A parcel of sovereignty land abutting upland in Township 2 South Range 23 West, Okaloosa County, being more particularly described as follows:

Commencing at the Northeast corner of Lot 2, SANTA ROSA ISLAND subdivision of Block 10, as recorded in Plat Book 3, Page 14, Public Records of Okaloosa County, Florida.

Proceed S 8°14' W along the east line of Block 10 a distance of 696.0 feet to an Iron Rod, thence South 81° 46' E 51.92 feet thence S 8°14' W 121 feet to point marking the mean high tide line of the Gulf of Mexico and the point of beginning of the sovereignty lands herein described, thence continue S 8°14' W 1170.0 feet, thence S 81°46' E 75.0 feet, thence N 8° 14' E 1170.0 feet to a point marking the mean high tide line, thence N 81° 46' W 75 feet to the point of beginning, containing 87.750 square feet, more or less.

FIRST AMENDMENT

THIS AMENDMENT to the Pier Lease entered into between OKALOOSA COUNTY, a political subdivision of the State of Florida, herein called "Lessor", and PIER ASSOCIATES, INC. herein called "Lessee", is made on the dates of their respective signatures hereto. Lessor and Lessee hereby agree that the Lease Agreement signed September 23, 1986, by Lessee and accepted and approved by the Lessor on September 23, 1986, is hereby amended as follows:

1. DESCRIPTION OF PREMISES: Lessor leases to Lessee, and Lessee hires from Lessor, as provided in the original lease and as amended hereby, the premises and equipment consisting of fixtures located therein located on Okaloosa Island, Okaloosa County, Florida, consisting of the Okaloosa Island Pier and Restaurant, and the parking area appurtenant thereto, and described more particularly in Exhibit "A" attached hereto.

Paragraph 2 of the original lease is amended to read as follows:

2. TERM. The term of this lease is for twenty five (25) years beginning April 1, 1998. Lessor hereby grants to lessee an additional five (5) year option to renew the terms of this lease if at the time of renewal option the lessee is not in violation of the terms of said lease.

Paragraph 4 of the original lease is amended to read as follows:

4. RENT. Lessee covenants and agrees to pay annual rent for the premises in equal monthly payments as follows:

- a. Seventy Eight Thousand Six Hundred Dollars (\$78,600.00) for the period from April 1, 1998, until March 31, 1999;
- b. Annually for the period from April 1, 1999 until March 31, 2004, the amount of Ninety Four Thousand Three Hundred Twenty Dollars (\$94,320.00);
- c. Annually for the period from April 1, 2004 until March 31, 2009, the amount of One Hundred Thirteen Thousand One Hundred Eighty Four Dollars (\$113,184.00);
- d. Annually for the period from April 1, 2009 until March 31, 2014 the

amount of One Hundred Thirty Five Thousand Eight Hundred Twenty Dollars (\$135,820.00);

e. Annually for the period from April 1, 2014 until March 31, 2019 the amount of One Hundred Sixty Two Thousand Nine Hundred Eighty Four Dollars (\$162,984.00);

f. Annually for the period from April 1, 2019 until March 31, 2023 the amount of One Hundred Ninety Five, Five Hundred Eighty One Dollars (\$195,581.00).

Paragraph 7 of the original lease, RIGHT OF LESSEE TO MAKE IMPROVEMENTS OR ALTERATIONS, is amended to include the following:

7. Lessee represents to Lessor that new restaurant/retail space will be constructed in the current building located at the north end of the pier. Construction of this facility will begin immediately following this amendment. Said facilities will be open to the public no later than April 1, 1999. Lessee shall also construct a new tackle shop on the pier structure. Costs for the above mentioned facilities shall exceed one million dollars, all to be borne by the Lessee.

Paragraph 8 of the original lease is hereby amended to read as follows:

8. DUTY TO MAINTAIN PREMISES: Lessee agrees, at its own expense, to maintain the leased premises and appurtenances thereto in excellent condition and repair, and in as good or better condition and repair as that in which they were delivered subsequent to reconstruction after Hurricane Opal, ordinary wear and tear, damage by fire or other casualties excepted that would render the premises uninhabitable or untenable in whole or in substantial part, and at a minimum to perform the following:

- a. Restrooms shall be cleaned and supplies replenished daily.
- b. Fish cleaning stations shall be cleaned and scrubbed daily.
- c. The entire pier shall be cleaned of all debris or litter daily at a minimum and more frequently if necessary due to high use of the same.
- d. All graffiti or other unauthorized defacement of the pier and buildings shall be removed immediately upon discovery.
- e. The entire site, including the pier structure, all buildings and appurtenances, entrance drive and parking lot, shall be maintained in a neat and clean manner and all litter or trash

removed daily.

f. Lessee shall promptly repair or replace at its own expense, all plumbing, heating, venting, air conditioning equipment, electrical (to include all wiring, lights in and on the pier, building, parking lot and any other non-structural repair(s) needed, including signs).

g. Lessee shall promptly make any needed repairs to entrance drive and parking lot(s), to include resurfacing and re-striping, at its own expense.

h. Lessee shall be responsible for maintaining all grounds, to include landscaping in an attractive, neat appearance at all times, at its own expense.

Paragraph 12 is amended to read as follows:

12. INSURANCE REQUIREMENTS:

Lessee shall secure the following required insurance. Unless Lessee receives prior approval from Lessor, all insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best's Key Rating Guide published A.M. Best & Co., Inc. The Lessor shall be furnished proof of coverage by a certified complete duplicate of all insurance contracts including every endorsement. The complete insurance contracts must be delivered to the Lessor's representative not less than ten (10) days prior to the occupancy of the demised premises. The Lessor shall retain the right to reject all insurance contracts that do not meet the requirements of this lease. The Lessor reserves the right during the term of this contract to request additional certified copies of any insurance contracts to support any Certificates of Insurance. At any time the insurance coverage is unacceptable to the Lessor, the Lessor reserves the right to terminate this contractual agreement. All policies shall be written so that the Lessor will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment, such notice to be given directly to the Lessor representative. All insurance contracts should list Okaloosa County as an Additional Insured. The Lessee shall provide the Lessor current Certificates of Insurance for all policies.

Failure to maintain the required insurance may result in termination of this Lease at

Lessor's option. If Lessee fails to maintain the insurance as set forth herein, Lessor shall have the right, but not the obligation, to purchase said insurance at Lessee's expense.

*No Representation of Coverage Adequacy:* By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability under the indemnities granted to Lessor in this contract.

*Cross-Liability Coverage:* If Lessee's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

*Worker's Compensation Insurance:* The Lessee shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of its employees employed at the leased premises, including supervision, administration or management. Such evidence of insurance shall be furnished the Lessor not less than ten (10) days prior to the occupancy of the demised premises. Such insurance shall comply with the Florida Workers' Compensation statute and any applicable Federal laws and regulations.

*Business Automobile and Public Liability Insurance:* The Lessee shall maintain Business Automobile Liability insurance coverage throughout the life of this lease. The insurance shall include Owned, Non-owned and Hired Motor Vehicle coverage. The Lessee shall carry other Public Liability insurance, including Liquor Liability, against all Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On and Off Premises Operations, Contractual Liability, Board Form Property Damage and Professional Liability. All liability insurance shall be written on insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this lease. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in this section, the Lessee shall notify Lessor representative in writing. The Lessee shall purchase additional liability insurance to maintain the requirements established in this lease. Lessee shall maintain a minimum of \$3,000,000 combined single limits (CSL) for Business

Automobile and General Liability coverage. Umbrella or Excess Liability insurance can be

purchased to meet the Limits of Liability specified.

*Notice of Claims Litigation:* The Lessee agrees to report any incident or claim that results from performance of this lease. Within ten (10) days of the Lessee's knowledge, the Lessor representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Lessee becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

Paragraph 21 shall be amended to read as follows:

21) DAMAGE OR DESTRUCTION BY FIRE, WAR, OR ACTS OF GOD:

If the pier structure is destroyed or damaged by fire, acts of war, or acts of God (including rising water or earthquake) to such an extent that it is rendered untenantable in whole or in substantial part, with Okaloosa County being declared a disaster area allowing for application and use of federal disaster relief funds for reconstruction or repair, said funds shall be used to repair or rebuild the pier structure. In the event the pier structure is destroyed or damaged by fire, acts of war, or acts of God, including rising water or earthquake, to such an extent that is rendered untenantable in whole or in substantial part, and no such federal disaster relief funds are available to repair or rebuild, the tenant shall have the option to repair or rebuild the pier. The Lessee (tenant) shall give Lessor notice of its intent to repair or rebuild within thirty (30) days from the date of damage or destruction, otherwise, this lease shall terminate and become null and void with Lessor retaining any advance rental and any insurance proceeds paid as additional consideration for the execution of this lease. In the event Lessee elects to rebuild or repair, said construction shall be completed within eighteen (18) months from the date of construction or damage, or as reasonably allowable, given the amount of destruction and the reasonable amount of time necessary to complete same. If not completed within 18 months or as reasonably allowed, Lessee shall pay One Hundred Dollars (\$100.00) per day as additional rent until completion of repairs.

Paragraph 22 is amended to read as follows:

22. **PROPERTY INSURANCE:** Lessee will, during the term hereof, at all times have and keep the interest of Lessor in the building or buildings including all additions, alterations, or improvements, on the premises insured against all risk or Special Cause of Loss perils under policies of insurance carried by insurance companies of recognized responsibility and credit and duly authorized to transact business in the State of Florida. The total amount of such insurance shall be in an amount adequate for the reconstruction of the building and improvements, with loss or damage arising under such policies made payable to Lessor. Lessee will deposit such policies as issued from time to time with Lessor.

All amounts received on such policies shall be available to Lessee for the reconstruction or repair, as the case may be, of any such building or buildings. In the event Lessee fails to complete such work in a reasonable time, Lessor shall retain the insurance proceeds as liquidated damages. All property insurance policies shall name Okaloosa County as an additional insured. Solely at its option, Lessee may insure its business property and business interruption exposures. Any coverage for these specific exposures is not subject to the Additional Insured requirement.

ALL OTHER TERMS OF THE ORIGINAL LEASE SHALL REMAIN THE SAME.

IN WITNESS WHEREOF, Lessee has executed this First Amendment to Pier Lease on the 3rd day of April, 1998 at Destin, Okaloosa County, Florida to be effective between the parties upon acceptance and execution by Lessor.

WITNESSES

*Glenn Swiatek*  
Printed name Glenn Swiatek

*Miriam Sieron*  
Printed name Miriam Sieron

LESSEE:  
PIER ASSOCIATES, INC.

BY *Chris Cadehead*  
Chris Cadehead  
President

(Seal)



STATE OF FLORIDA  
COUNTY OF OKALOOSA

Before me personally appeared CHRIS CADENHEAD, as President of PIER ASSOCIATES, INC., to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument in the capacity and for the purpose therein expressed,

Witness my hand and official seal this 3rd day of April, 1998.

*Miriam Sieron*  
Notary Public  
Printed Name and Expiration Date:

OFFICIAL NOTARY SEAL  
MIRIAM SIERON  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC631717  
MY COMMISSION EXP. MAR. 19/2001

IN WITNESS WHEREOF, the Lessor having accepted this First Amendment to Pier Lease by official action on the 7th day of April, 1998, Lessor has hereunto set its hand and seal on this the 7th day of April, 1998.

LESSOR:  
OKALOOSA COUNTY, A Political  
Subdivision of the State of Florida

By *Ray Sansom*  
Ray Sansom, Chairman  
BOARD OF COUNTY COMMISSIONERS

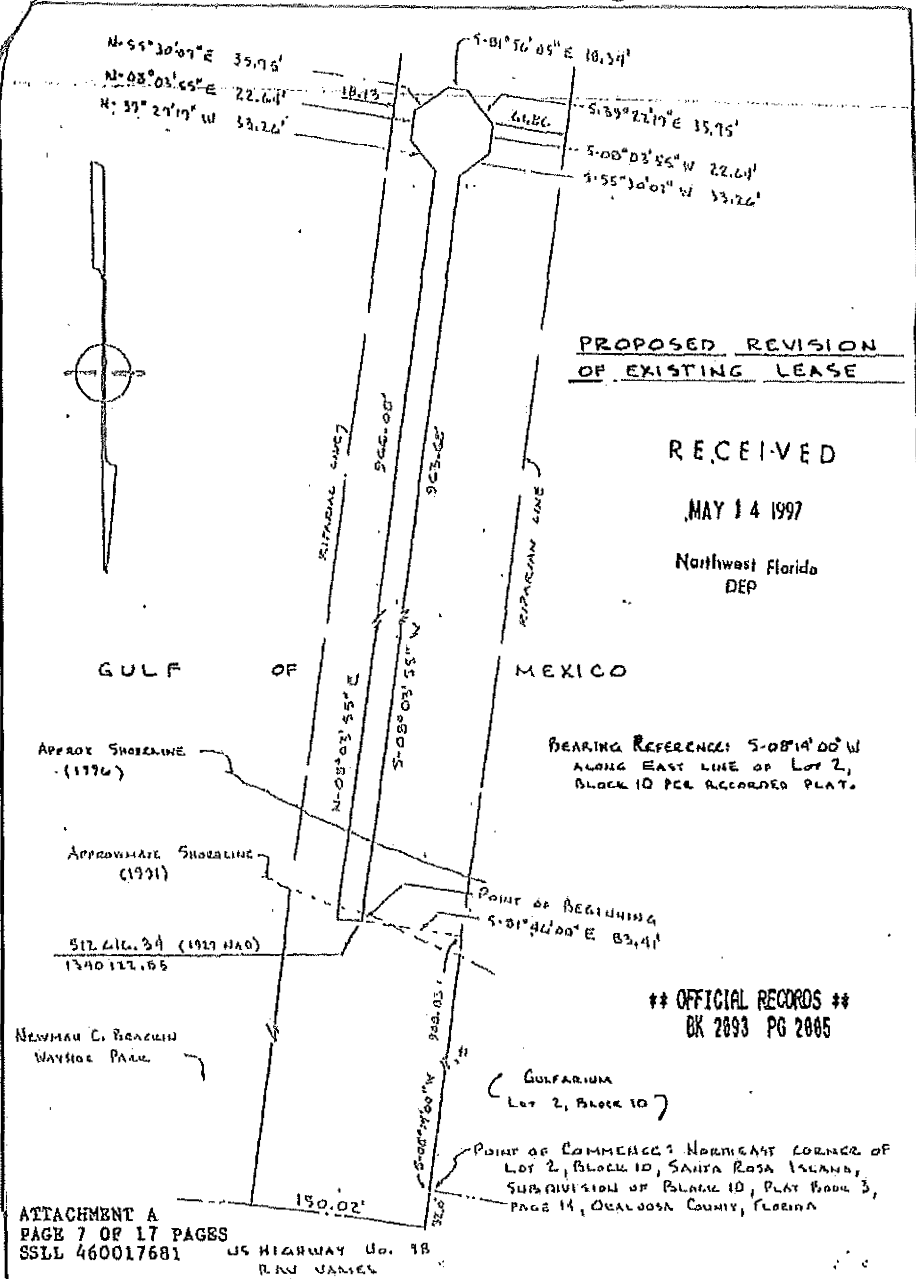


ATTEST:  
NEWMAN C. BRACKEN  
CLERK OF CIRCUIT COURT

By *Neuman C. Bracken*  
Deputy Clerk



Seal



PROPOSED REVISION  
OF EXISTING LEASE

RECEIVED  
MAY 14 1997  
Northwest Florida  
DEP

BEARING REFERENCE: S-08°19'00\"/>

## OFFICIAL RECORDS ##  
BK 2093 PG 2005

ATTACHMENT A  
PAGE 7 OF 17 PAGES  
SSL 460017681  
US HIGHWAY No. 98  
RAW JAMES

DESCRIPTION ON SHEET 2

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ Ocala COUNTY, FLORIDA

ENCROACHMENTS \_\_\_\_\_

SCALE 1" = 100' DATE 8 MAY 1997 W.O.# \_\_\_\_\_

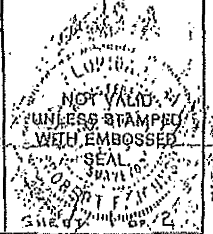
FIELD BOOK REF A-105-71

ORDERED BY Ocala COUNTY

Sketch or Description PLOT PLAN

I HEREBY CERTIFY THIS DEED TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO BE IN ACCORDANCE WITH THE STATUTES AND LOCAL ORDINANCES OF SECTION 411.01 OF THE FLORIDA STATUTES

*Robert F. Johnson*  
ROBERT F. JOHNSON  
FLORIDA REGISTERED SURVEYOR #1028



**\*\* OFFICIAL RECORDS \*\***  
**BK 2893 PG 2886**

**Description of Submerged Lands**

Commencing at the northeast corner of Lot 2, Block 10, Santa Rosa Island, Subdivision of Block 10, Plat Book 3, Page 14, Okaloosa County, Florida, proceed S-8 degrees 14 minutes 00 seconds W 908.83 feet along the east line of said Lot 2, thence S-81 degrees 46 minutes 00 seconds E 83.41 feet to the POB; Thence S-8 degrees 03 minutes 55 seconds W 963.68 feet, thence S-55 degrees 30 minutes 07 seconds W 33.26 feet, thence S-8 degrees 03 minutes 55 seconds W 22.64 feet, thence S-39 degrees 22 minutes 17 seconds E 35.75 feet, thence S-81 degrees 56 minutes 05 seconds E 18.34 feet, thence N-55 degrees 30 minutes 07 seconds E 35.75 feet, thence N-8 degrees 03 minutes 55 seconds W 22.64 feet, thence N-39 degrees 22 minutes 17 seconds W 33.26 feet, thence N-8 degrees 03 minutes 55 seconds E 966.08 feet, thence N-88 degrees 09 minutes 28 seconds W 22.13 feet to the POB. Contains 23,420.80 square feet.

Bearing reference: Recorded Plat of Santa Rosa Island, Subdivision of Block 10, as recorded in Plat Book 3 at Page 14, Okaloosa County, Florida.

East Line of Block 10 equals S-08 degrees 14 minutes 00 seconds W.

Co-ordinates for Point of Beginning were calculated from information on Coastal Construction Setback line maps dated 17 February 1976 and location of Monuments R-12 and R-13.

**RECEIVED**

**MAY 14 1997**

**Northwest Florida  
DEP**

ATTACHMENT A  
PAGE 8 OF 17 PAGES  
SSLL 460017681

DESCRIPTION \_\_\_\_\_

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OKALOOSA COUNTY, FLORIDA

ENCROACHMENTS \_\_\_\_\_

SCALE \_\_\_\_\_ DATE **12 MAY 1997** W.O. # \_\_\_\_\_

FIELD BOOK \_\_\_\_\_

ORDERED BY: OKALOOSA COUNTY

SKETCH OF DESCRIPTION \_\_\_\_\_ PLOT PLAN

(HOWEVER, THE USER) TO BE CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND TO AS FAR ACCORDANCE WITH THE APPLICABLE TECHNICAL STANDARDS OF SECTION 112.017 OF THE FLORIDA STATUTES.

**ROBERT E. JOHNSON**  
FLORIDA REGISTERED SURVEYOR #4828

**NOT VALID  
UNLESS STAMPED  
WITH EMBOSSED  
SEAL**

SHEET 2 OF 2

LEASE # LK6-0095-BCC  
PIER ASSOCIATES  
PIER, PARKING & ANGLER'S RESTAURANT  
EXPIRES: 4/01/2028

AMENDMENT NUMBER TWO (2)

**THIS AGREEMENT** made and entered into between the Okaloosa County Board of County Commissioners (hereinafter referred to as BCC) and, Pier Associates, current lease-holder of the Okaloosa Island Fishing Pier.

**RESPONSIBILITIES:** Okaloosa County BCC agrees to construct a lifeguard tower on the Okaloosa County Fishing Pier to function as a lifeguard station, general observation platform, and first aid station for the pier's patrons. The tower will be occupied by trained lifeguards capable of responding to emergencies on and around the pier with an Automated External Defibrillator and first aid equipment when it is staffed.

Pier Associates agrees to:

1. Provide the BCC access to the Pier such that installation of the tower can be completed as quickly and efficiently as possible with minimal interruption to the daily fishing and sight-seeing activities.
2. Allow access to electrical power to be used for the charging of portable radio and cellular telephone batteries and operation of a lightning detection and warning system.

**INSURANCE:** The Okaloosa County BCC shall be responsible for maintaining liability insurance coverage to protect against any claims specifically related to lifeguarding operations on the Pier. Pier Associates shall be responsible for maintaining its own liability insurance coverage to protect from claims relating to general Pier operations.

**SOVERIGN IMMUNITY:** Nothing contained herein shall be construed to waive either party's immunity from liability under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**IN WITNESS WHEREOF,** The parties hereunto have set their hand and seal the day and year.

ATTEST:

OKALOOSA COUNTY, FLORIDA

DON W. HOWARD  
CLERK OF CIRCUIT COURT



By: Gary J. Stanford  
Gary J. Stanford, Deputy Clerk  
BCC APPROVAL: May 19, 2009

By: William J. Roberts II  
William J. Roberts II, Chairman

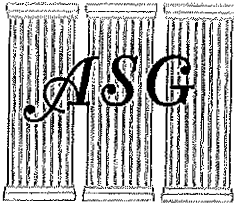


ATTEST:

PIER ASSOCIATES

By: Chris Cadenhead  
Pier Associates Representative

Date: 5-19-09



ANCHORS ♦ SMITH ♦ GRIMSLEY

A PROFESSIONAL LIMITED COMPANY

ATTORNEYS AND COUNSELORS AT LAW

909 MAR WALT DRIVE, SUITE 1014

FORT WALTON BEACH, FL 32547-6711

(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX

WWW.ASGLEGAL.COM

C. LEDON ANCHORS  
JAMES W. GRIMSLEY  
STEVEN B. BAUMAN  
C. JEFFREY MCINNIS  
RICHARD P. PETERMANN\*\*  
TIMOTHY W. SHAW

November 26, 2018

SHIRAZ A. HOSEIN  
JEFFREY L. BURNS\*  
N. GRESHAM FOSTER, LL.M.  
KYLE S. BAUMAN  
MATTHEW J. AUSLEY  
JAY PATEL

VIA HAND-DELIVERY

\* ALSO ADMITTED IN ALABAMA

+ ALSO ADMITTED IN WYOMING

Gregory T. Stewart, Esq.  
Okaloosa County Administration Building  
1250 Eglin Parkway N  
Shalimar, Florida 32579

Re: Amended and Restated Lease Okaloosa Island Pier

Dear Greg:

Enclosed with this correspondence are two (2) original Amended and Restated Leases signed by Joe Winkeler, President, Pier Resort & Development, LLC in connection with the Okaloosa Island Pier and parking area.

We request that you sign the original documents and request this matter be placed on the Board of County Commissioners Agenda as soon as convenient.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

C. Jeffrey McInnis

CJM/pa  
Enclosures

## AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE (the "Lease") is entered into between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, 1250 N. Eglin Parkway, Suite 100, Shalimar, FL 32579 (the "Lessor") and PIER RESORT & DEVELOPMENT, LLC, a Florida limited liability company, 981 Highway 98 E, Suite 3-164, Destin, FL 32541 (the "Lessee") and amends and restates the initial Lease Agreement, dated September 23, 1986, as subsequently amended.

- 1. Description of Premises:** Lessor leases to Lessee, and Lessee accepts from Lessor, the premises, equipment and fixtures located on Okaloosa Island, Okaloosa County, Florida, consisting of the Okaloosa Island Pier and Restaurant, and the parking area appurtenant thereto, and described more particularly in EXHIBIT "A" attached hereto (the "Premises").
- 2. Term:** The remaining term of this Lease is from April 1, 1998 and ending on December 31, 2039 with an option to extend for an additional five (5) years if agreed to in writing by both parties.
- 3. Rent**

A. For the period from January 1, 2019 to the termination of this Lease, the Lessee shall pay annual rent for the Premises in the amounts set forth below. Such amounts shall be paid in equal monthly payments by the first day of each month. The amounts due as rent are as follows:

- (1) Annually for the period from January 1, 2019 until December 31, 2023 the amount of TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00) ("Base Rent") which shall be annually payable in twelve (12) monthly payments of EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$18,750.00).
- (2) Annually for the period beginning January 1, 2024 through December 31, 2024, and for the next four years thereafter, the Base Rent shall be increased each year by two (2%) percent per year.
- (3) Annually for the period beginning January 1, 2029 through December 31, 2029, and for the next four years thereafter, the Base Rent shall be increased each year by three (3%) percent per year.

(4) Annually for the period beginning January 1, 2034 through December 31, 2034, and through the end of the Lease Term on December 31, 2039, the Base Rent shall be increased each year by three and one-half (3.5%) percent per year.

(5) As additional rent or consideration, Lessee covenants and agrees to pay Lessor any State sales tax due on the rent paid to Lessor or upon any other requirement of this Lease, including interest and penalties that may be assessed on that amount, plus any ad valorem, intangible, or other tax or assessment on the property, or improvements imposed by State, Federal, or County law, or Ordinance.

The Rent amounts due for the term of the Amended and Restated Lease, with the application of the various adjustments as set forth herein, shall be as follows:

RENTAL PERIOD	AMOUNT OF RENT DUE
January 1, 2019 to December 31, 2019	\$225,000.00
January 1, 2020 to December 31, 2020	\$225,000.00
January 1, 2021 to December 31, 2021	\$225,000.00
January 1, 2022 to December 31, 2022	\$225,000.00
January 1, 2023 to December 31, 2023	\$225,000.00
January 1, 2024 to December 31, 2024	\$229,500.00
January 1, 2025 to December 31, 2025	\$234,090.00
January 1, 2026 to December 31, 2026	\$238,772.00
January 1, 2027 to December 31, 2027	\$243,547.00
January 1, 2028 to December 31, 2028	\$248,418.00
January 1, 2029 to December 31, 2029	\$255,871.00
January 1, 2030 to December 31, 2030	\$263,547.00
January 1, 2031 to December 31, 2031	\$271,453.00
January 1, 2032 to December 31, 2032	\$279,597.00
January 1, 2033 to December 31, 2033	\$287,985.00
January 1, 2034 to December 31, 2034	\$298,064.00
January 1, 2035 to December 31, 2035	\$308,496.00
January 1, 2036 to December 31, 2036	\$319,293.00
January 1, 2037 to December 31, 2037	\$330,468.00
January 1, 2038 to December 31, 2038	\$342,034.00
January 1, 2039 to December 31, 2039	\$354,005.00

If any part of the rent is not paid within fifteen (15) days after it is due, Lessee shall pay Lessor a late charge in the amount of five percent (5%) of such payment. The payment by Lessee of a late charge or interest hereunder shall not prevent nor remedy default under this Lease. Failure to pay the rent within thirty (30) days of the due date shall be deemed to be a default under this Lease.

B. In addition to the annual rent, Lessee shall pay Lessor any annual wet slip supplemental billing and/or gross income fees (the "Submerged Land Lease Fees") due to Florida Department of Environmental Protection (the "FDEP") attributable to the Lessee's use of the property of the State, through this Lease.

(1) Lessee shall provide Lessor (or through representatives of the Clerk of the Court) any and all information in a certified form needed to calculate the FDEP Submerged Land Lease Fees, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from Lessee's use of state-owned submerged lands under this Lease on an annual basis.

(2) By September 1 of each year, or as soon thereafter that it is received, the County or the Clerk of Court shall send Lessee an invoice, which will include the annual amount owed for Submerged Land Lease Fees either directly or indirectly from the Lessee's use of the state-owned submerged lands, through this Lease for the prior State reporting period (May 1 to April 30 of each year). Such invoice shall be for the annual amount owed to FDEP and shall be paid in full by Lessee to the Lessor within thirty (30) days of the date of the invoice. For the purposes of this Lease, such date shall be deemed the due date for payment. In the event that the Lessee fails to pay such amount within the thirty (30) day period, then a late fee of five (5) percent shall be assessed in addition to the amount of the Submerged Land Lease Fees. Failure to pay the Submerged Land Lease Fees and any accrued late fees shall be deemed a breach of this Lease and subject to the remedies contained herein.

C. In addition to any other rents or charges due from the Lessee under this Lease, the Lessee shall be responsible for any excise, sales, use, Gross Receipts or other taxes, including assessments or any other charges imposed by any entity, which may be imposed on or imposed as a result of the use of the Premises by Lessee, including charges assessed or measured by the amount of rent due from the Lessee to the Lessor. In the event that any such amounts are assessed against the Lessor or that the Lessor is required to pay such amounts, then these amounts shall be reimbursed to the Lessor by the Lessee. If the Lessor has been required to make payments of these amounts, then the Lessee shall be required to reimburse those amounts to the Lessor within thirty (30) days of notice that the Lessor has paid such amounts. In the event that the Lessee fails to reimburse such amount within the thirty (30) days, then a late fee of five (5) percent shall be assessed in addition to the amount due. Failure to pay the amounts due and any accrued late fees shall be deemed a breach of this Lease and subject to the remedies contained herein.



- D. All costs and expenses which Lessee assumes or agrees to pay and any other sum payable by Lessee pursuant to this Lease shall be deemed additional rent.

**4. Use of the Premises; Rates; Rules and Regulations; Signs**

- A. Lessee shall use the Premises only to operate a public fishing pier, exclusively to be used for passive recreation and fishing, including a shop for the sale of bait and tackle and such ancillary sales related thereto and rental of non-motorized water sports equipment, in conjunction with an upland shop, restaurant, lounge and snack bar, all of which shall be open to the public and all other uses or purposes are strictly prohibited, unless pursuant to the written consent of the Lessor which consent shall not be unreasonably withheld. Lessee shall not commit or suffer waste on the premises or use or permit any activities on the Premises which may be illegal, or constitute a private or public nuisance. Lessee shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Premises or do or permit anything to be done on the Premises which: (i) causes or is liable to cause injury to persons, to the Premises or its equipment, facilities or systems; (ii) impairs or tends to impair the character, reputation or appearance of the Premises as a first class fishing pier; (iii) impairs or tends to impair the proper and economic maintenance, operation and repair of the Premises or its equipment, facilities or systems; or (iv) increases the rate of fire, liability or other insurance coverage for the property. Notwithstanding the foregoing, Lessee's causing an increase in the cost of any of Lessor's fire, liability or other insurance coverage is curable by Lessee's payment of such increase in cost.
- B. All rates charged for the use of the public fishing pier shall be approved by the Board of County Commissioners. However, beginning with the annual term commencing on January 1, 2019 and in each subsequent annual term, the Lessee may adjust the rate for Adult Fisherman by 20 cents per year without the approval of the Board of County Commissioners. No other adjustment of the rates may be implemented for any other category of admission or use or for an amount greater than set forth above without such Board approval. Lessee shall notify the Lessor of any adjustment of the Adult Fisherman rate increase prior to its implementation. The rates charged for the use of the public fishing pier as of the date of the approval of this Lease are attached hereto as EXHIBIT "B" and hereby approved. The Lessee shall be authorized to add Florida sales tax on to all such rates and remit the same to the appropriate State or local entity.
- C. Lessee shall comply with (and cause Lessee's representatives to comply with) all present and future laws or ordinances applicable to the Premises.

- D. Lessee shall comply with the terms of the Sovereignty Submerged Lands Lease between Lessor and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Lease No. 460017681) for its use of state-owned submerged land.
- E. Lessee shall not install or maintain any signs on the Premises whether neon, translucent, plastic, or otherwise, unless plans and specifications shall first be submitted to Lessor in writing. The Lessor shall have the right to direct and determine the size, content, design, construction, and location of such sign on the Premises and all signs must be in compliance with any Federal, State and Local law or Ordinance. Any signs must be approved in writing by the Lessor, which consent shall not be unreasonably withheld. At the end of the lease term or any renewal thereof, Lessee shall remove the signs at its expense.
- F. Lessee agrees to allow Lessor's continued operation of a lifeguard tower on the fishing pier. Lessee further agrees to allow Lessor access to electrical power for use in charging portable radios, cellular telephones, operation of a lightning detection and warning devices and other equipment.

G. Parking Requirements.

(1) Lessee shall maintain a minimum of one hundred six (106) parking spaces for the restaurant, lounge, deck, pier, and bait & tackle shop which cumulatively comprise the approved uses of the Premises. This parking requirement shall be satisfied through a combination of on-site and off-site parking in accordance with the Anglers - Pier Parking Plan attached hereto as EXHIBIT D which provides ninety-five (95) spaces (eighty-four (84) on-site spaces and a proposed 11 temporary spaces) and twenty-six (26) offsite spaces which are to be provided through the Ingress, Egress, Parking and Licensing Agreement attached hereto as EXHIBIT E. The offsite parking shall be maintained as provided in EXHIBIT E. The eleven (11) temporary spaces shall be completed by January 1, 2019 and shall meet all County standards applicable to parking lots and shall remain in place and kept in good repair for the duration of this lease except as provided in (2), below.

(2) Lessee shall work with Lessor to develop an additional permanent on-site parking spaces which will replace and supplement the eleven (11) temporary spaces shown on EXHIBIT D. The Lessee shall develop no less than twenty-five (25) additional permanent on-site parking spaces on the Premises and they shall be completed by December 31, 2019. The additional permanent on-site parking spaces shall be substantially as set forth on the Geometry Plan set forth on EXHIBIT F. The total number of parking spaces shall be allowed to drop below

the one hundred six (106) space level threshold during the construction of the additional permanent parking spaces. However, the County shall be notified of the temporary reduction in the number of spaces to occur during the construction and the Lessee shall attempt to perform the construction during the off season where tourist utilization of the parking is lower. The construction of additional permanent parking shall be at the sole expense of Lessee and once constructed, shall be maintained by the Lessee.

(3) Signs shall be placed on the subject property advising patrons of the additional parking, including the off-site parking at Wild Willy's.

(4) The Pier/Anglers' employees shall be instructed to park at the off-site parking. Lessee shall provide to its employees, written notice of this requirement within fifteen (15) business days of the effective date of this Lease. Lessee shall actively monitor and enforce compliance with this requirement. The Lessee shall provide documentation of compliance with these requirements upon request of the County. This requirement shall not apply to employees of The Pier/Anglers who are authorized to use handicapped parking spaces of the Premises.

(5) Lessee shall not increase the square footage of the restaurant, deck, pier, or bait & tackle shop nor subject the Premises to any additional uses that could generate additional patronage or parking needs (such as, for example, jet ski rentals, beach furniture rentals, etc.) without Lessor's prior written consent.

**5. Utilities and Services:** No utilities or services shall be furnished by Lessor. Lessee shall make arrangements for and shall be solely responsible for all utilities and services desired by Lessee including water, gas, electricity, heat, light, power, telephone and other communication services, janitorial services and all other utilities and services consumed on or supplied to the Premises. Lessee shall pay all costs of hookup or connection of all utilities to the Premises. Lessor shall not be liable to Lessee nor shall Lessee be entitled to any reduction or abatement of rent by reason of any loss or damage Lessee may sustain in connection with the connection or furnishing of such utilities and services, including the lack or failure thereof, and Lessee's obligations under this Lease shall not be effected thereby. Lessee agrees to keep all rubbish and garbage in containers while on the Premises and shall dispose of all such rubbish and garbage in the dumpster or other containers as required by the garbage service.

## 6. Repairs, Maintenance and Alteration

- A. Lessor shall be responsible for the provision of the Pier itself, which consists of the concrete pilings and concrete portions of the deck (the "Pier Structure"). Lessee shall be solely responsible for maintaining all other areas other than the actual Pier Structure itself, including but not limited to any additional structures located on the Pier Structure or upon the Premises, the chain-link fence, railings, blowout boards, etc. In the event that structural disrepair occurs as a result of the failure of the Lessee to maintain these additional structures, then any and all repairs, maintenance or replacement shall be the sole responsibility of the Lessee.
- B. Additionally, Lessee agrees, at its own expense, to maintain the Premises and appurtenances thereto in good working condition and repair, and in as good or better condition and repair as that in which they were originally delivered. Lessee shall keep the Premises, including the Leasehold Improvements and Lessee's Property, neat, clean, and in good working order and condition. Lessee shall give Lessor prompt notice of any damage to or defective condition in any part or appurtenance of the Premises, the Leasehold Improvements, Lessee's Property, including mechanical, electrical, plumbing, heating, ventilating, air conditioning and other equipment facilities and systems located within or serving the Premises. Lessee shall be responsible for all repairs, replacements and alterations in and to the Premises, the Leasehold Improvements, and Lessee's Property and at a minimum shall perform the following:
- (1) Restrooms shall be cleaned and supplies replenished daily.
  - (2) Fish cleaning stations shall be cleaned and scrubbed daily.
  - (3) The entire pier shall be cleaned of all debris or litter daily at a minimum and more frequently if necessary due to high use of the same.
  - (4) All graffiti or other unauthorized defacement of the pier and buildings shall be removed immediately upon discovery.
  - (5) The entire site, including the pier structure, all buildings and appurtenances, entrance drive and parking lot, shall be maintained in a neat and clean manner and all litter or trash removed daily.
  - (6) Lessee shall promptly repair or replace at its own expense, all plumbing, heating, venting, air conditioning equipment, electrical (to include all wiring, lights

in and on the pier, building, parking lot and any other non-structural repair(s) needed, including signs).

(7) Lessee shall promptly make any needed repairs to entrance drive and parking lot(s), to include resurfacing and re-striping, at its own expense.

(8) Lessee shall be responsible for maintaining all grounds, to include landscaping in an attractive, neat appearance at all times, at its own expense.

- C. Repairs and replacements made by Lessee shall be in quality and class equal to the original work. Lessee shall also be responsible for any painting, carpeting, or any repair necessitated by the Lessee's neglect or omission or through normal wear and tear resulting from the particular activities that the Lessee conducts on the Premises.
- D. If Lessee fails to perform its obligations of maintenance or repair hereunder, and Lessor in its sole discretion believes such failure presents a threat to the health, safety and welfare of the public, the Lessor may but is not required to come onto the Premises to make such repairs. Lessee shall reimburse the Lessor for the costs of such repairs within thirty (30) days of the date of the invoice from Lessor.
- E. Upon the expiration of or prior to termination of this Lease, the Lessee shall remove all property of the Lessee from the Premises, except plumbing and other fixtures and Leasehold Improvements which may have been installed by the Lessee and except as otherwise provided in this Lease, and surrender the Premises to the Lessor in as good working order and condition as they were delivered to the Lessee or placed by Lessee thereafter, except for normal wear and tear. Any property left on the Premises after the expiration or other termination of this Lease may be disposed of by Lessor in any manner and without any liability to the Lessee.
- F. Lessee shall not make any alteration in or to the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall defend, indemnify and save harmless Lessor from and against any and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any alteration in or to the Premises made by Lessee. If Lessor gives its consent to the making of alterations by Lessee, all such work shall be done in accordance with such requirements and upon such conditions as Lessor, in its sole discretion, may impose. Any review or approval by Lessor of any plans or specifications with respect to any alteration is solely for Lessor's benefit, and without any representation or warranty whatsoever to Lessee with respect to the adequacy, correctness or efficiency thereof or otherwise.

- G. Lessee shall not permit the placement of any liens against the structure or real property itself. In the event that a lien is placed against the structure or real property, then the Lessee shall defend, indemnify and save harmless Lessor from and against any and all mechanics' and other liens and encumbrances filed by any person claiming through or under Lessee, including security interests in any materials, fixtures, equipment or any other improvements or appurtenances installed in and constituting part of the Premises and against all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Lessee at its expense shall procure the satisfaction or discharge of record of all such liens and encumbrances within twenty (20) days after the filing thereof. Pursuant to the provisions of Section 713.10, Florida Statutes, under no circumstances shall the interest of Lessor in and to the Premises or the land upon which it is situated be subject to liens for improvements made by Lessee or subject to any mechanic's, laborer's or materialman's lien or any other lien or charge on account of or arising from any contract or obligations of Lessee.

#### **7. Leasehold Improvements**

- A. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises, whether or not by or at the expense of Lessee, and any personal property in the Premises on the Commencement Date installed by Lessor (collectively hereinafter "Leasehold Improvements"): (i) shall be and remain a part of the Premises; (ii) shall be deemed the property of Lessor; and (iii) shall not be removed by Lessee.
- B. All movable partitions, other business and trade fixtures, furnishings, furniture, machinery and equipment, communications equipment, and other personal property located in the Premises acquired by or for the account of Lessee, without expense to Lessor, which can be removed without damage to the Premises (collectively called herein "Lessee's Property"), shall be and shall remain the property of Lessee and, except as otherwise prohibited by this Lease, may be removed by it at any time during the term of this Lease; provided that, if any of Lessee's property is removed, Lessee shall pay the cost of repairing any damage to the Premises resulting from such removal.

## **8. Damage to or Destruction of Premises**

- A. If the Premises, or any portion thereof, shall be damaged during the term of this Lease by fire or any casualty insurable under the standard fire and extended coverage insurance policies, but are not wholly uninhabitable, the Lessor shall repair and/or rebuild the same as promptly as possible, provided that the proceeds from Lessee's insurance policies are available to Lessor and those proceeds are sufficient to repair the Premises. If the Lessee's insurance policy proceeds are insufficient to repair the Premises, then Lessee shall have the right and option to repair and/or rebuild the same and if Lessee elects not to repair and/or rebuild the Premises then either party has the option to immediately terminate the Lease. Lessor shall not be required to repair or rebuild any fixtures, installations, improvements, or Leasehold Improvements made to the interior of the Premises by Lessee, nor Lessee's exterior signs. Such repairs and/or replacements are to be made by Lessee. In any of the foregoing instances, the Lessee shall notify the Lessor as to its election within sixty (60) days after the casualty in question. If the Lessee elects to terminate this Lease, then the same shall terminate three (3) days after such notice is given, and the Lessee shall immediately vacate the Premises and surrender the same to the Lessor, paying the rent and all other charges to the time of such vacation and surrender, subject to an equitable abatement from the time of said damage. If the Lessee does not elect to terminate this Lease, the Lessee shall repair and/or rebuild the leased premises as promptly as possible, subject to any delay from causes beyond its reasonable control, and the term shall continue in full force and effect, subject to equitable abatement in the fixed minimum monthly rental from the time of said damage or destruction until Premises are repaired or restored.
- B. If the Premises are rendered wholly uninhabitable by fire or other cause, or if the Premises should be damaged or destroyed by fire or other casualty, to the extent of fifty percent (50%) or more of the monetary value of either thereof, whether the Premises themselves be damaged or not, or so that fifty percent (50%) or more of the floor space contained in either thereof shall be rendered uninhabitable, then Lessee may, at its option, terminate this Lease or elect to repair or rebuild the same. In any of the foregoing instances, the Lessee shall notify the Lessor as to its election within sixty (60) days after the casualty in question. If the Lessee elects to terminate this Lease, then the same shall terminate three (3) days after such notice is given, and the Lessee shall immediately vacate the Premises and surrender the same to the Lessor, paying the rent and all other charges to the time of such vacation and surrender, subject to an equitable abatement from the time of said damage. If the Lessee does not elect to terminate this Lease, the Lessee shall repair and/or rebuild the leased premises as promptly as possible, subject to any delay from causes beyond its reasonable control, and the term

shall continue in full force and effect, subject to equitable abatement in the fixed minimum monthly rental from the time of said damage or destruction until Premises are repaired or restored.

- C. The Lessee shall be liable for any damage to the Premises which may be caused by its act or negligent omission, or the act or negligent omission of any of Lessee's Representatives, and the Lessor may, at its option, repair such damage, and the Lessee shall thereupon reimburse and compensate the Lessor as additional rent, within five (5) days after delivery of an invoice by the Lessor, for the total cost of such repair and damage.

**9. Injury or Damage to Property:** All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor, Lessor shall not be liable to Lessee for loss or damage to the property. The Lessor and its agents shall not be liable in damages, by abatement in rent or otherwise, for any damage either to the person or the property of the Lessee, or for the loss of or damage to any property of the Lessee by theft or from any other cause whatsoever, whether similar or dissimilar to the foregoing. The Lessor or its agents shall not be liable for any injury or damage to persons or property, or loss or interruption to business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the building, or from the pipes, appliances, or plumbing works, or from the roof, street, or subsurface, or from any other place, or by dampness, or by any cause of whatsoever nature; nor shall the Lessor or its agents be liable for any damage caused by other tenants or persons in said building, or caused by operations in construction of any private or public or quasi-public work. None of the limitations of the liability of Lessor or its agents provided for in this subsection (a) shall apply if such loss, injury, or damages are proximately caused by the gross negligence or breach by the Lessor, its agents, employees, or independent contractor.

## **10. Default**

A. The following conditions shall be deemed a breach of this Lease:

- (1) If the Lessee shall, at any time, be in default of the payment of either rent or any other payments required of Lessee under this Lease, regardless of whether demand has been made therefore;
- (2) If Lessee shall be in default of any other covenants and conditions of this Lease;
- (3) If Lessee shall vacate or abandon the Premises;



- (4) If Lessee fails to take possession of the Premises and/or fails to actively operate its business therein; or
- (5) If Lessee shall be adjudged bankrupt or if a receiver or trustee shall be appointed.

B. In any of the above such events the Lessor shall:

(1) Issue a notice of default giving Lessee fifteen (15) days in which to cure the breach. If the nature of the specified obligation(s) is such that more than fifteen (15) days are required for performance, then Lessee shall notify the Lessor within the fifteen (15) day cure period that additional time is required and also provide an estimate of the extent of time required to fully cure the default. In the event that the Lessee provides such notice and estimate, then the Lessee shall be granted additional time to cure the default provided it commences performance within such 15-day period and thereafter diligently prosecutes the same to completion. However, such efforts to cure the default shall be completed no later than forty-five (45) days of notice of default. No additional extension shall be granted except by the Board of County Commissioners. In the event the breach is not cured within fifteen (15) days of the date of the notice, or within any extension period not exceeding forty-five (45) days of notice of default, unless further extended by the Board of County Commissioners, then the Lease shall terminate immediately. Termination of the Lease does not discharge or in any way affect Lessee's obligation to pay Lessor all the rents or other charges or payments accruing under the Lease up to the date of termination.

(2) In the event that the default is not cured pursuant to the above section, then the Lease shall terminate and the Lessor shall have the authority to re-enter the Premises and take possession including the removal of all persons and all property therefrom, without becoming liable to prosecution therefore, and may, among other remedies, elect:

- i. To relet the Premises as the agent of the Lessee, and reserve the rent therefrom, applying the same first to the payment of the reasonable expense of such re-entry, and then to the payment of the rent accruing hereunder; but whether or not the Premises are relet, the Lessee shall remain liable only to the extent there is a deficiency between the amount due for all rent and other charges provided for under this Lease, plus the cost of reletting, if any, and the amount received by the Lessor under the relet. Said amount shall

be due and payable to the Lessor as damages, or rent, as the case may be, on the successive monthly rent days herein above provided; or

ii. To terminate this Lease and immediately resume possession of the Premises, wholly discharged from any obligations under the terms of this Lease, and may re-enter and repossess said Premises, free from any and all claims on the part of the Lessee. Termination of the Lease does not discharge or in any way affect Lessee's obligation to pay Lessor all the rents or other charges or payments accruing under the Lease up to the date of termination.

(3) Lessor shall not be in default unless it fails to perform the obligations required of Lessor by this Lease within fifteen (15) days after written notice by Lessee to Lessor specifying which obligation(s) Lessor has failed to perform. If the nature of the specified obligation(s) is such that more than fifteen (15) days are required for performance, then Lessor shall notify the Lessee within the fifteen (15) day cure period that additional time is required and also provide an estimate of the extent of time required to fully cure the default. In the event that the Lessor provides such notice and estimate, then the Lessor shall be granted additional time to cure the default provided it commences performance within such 15-day period and thereafter diligently prosecutes the same to completion. However, such efforts to cure the default shall be completed no later than forty-five (45) days of notice of default. If Lessor has not cured or commenced to cure the default set forth in said notice within said 15-day period or within any extension period, then Lessee may at his option either (i) cure such default and deduct the reasonable costs and expenses incurred from the next and succeeding rent payment(s) or (ii) cancel this Lease and, in such event, this Lease shall thereupon cease, terminate, and come to an end with the same force and effect as though the original demised term had expired at that time.

## **11. Indemnification**

A. Lessee shall indemnify Lessor and save it harmless from all claims, suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage occurring on or arising from or out of Lessee's use or occupancy of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee or Lessee's Representatives, whether occurring in or about the Premises or elsewhere on the real property on which it is situated. The foregoing indemnification shall not apply to injury, loss or damage proximately caused solely by the negligence of Lessor or its agents, contractor or employees, unless such injury, loss

or damage is covered by insurance Lessee is required to provide or does provide. This obligation to indemnify includes reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities.

- B. Lessor shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee for any injury, loss or damage that may be occasioned by or through the acts or omissions of persons occupying the Premises. Unless proximately caused solely by the negligence of Lessor, its agents, contractors or employees, Lessor shall not be responsible or liable to Lessee for any defect or failure, latent or otherwise, in the Premises nor shall it be responsible or liable for any injury, loss or damage to any person or property of Lessee or any other person caused by or resulting from bursting, breakage, leakage, steam, snow or ice, running, backing up, seepage, or the overflow of water or sewerage in any part of the Premises or for any injury, loss or damage caused by or resulting from acts of God or the elements, theft, fire, public enemy, injunction, riot, strike, insurrection, court order, requisition or order of governmental body or authority, or any other cause beyond Lessor's control. Lessor shall in no event be liable to Lessee for indirect or consequential damages. Lessee shall give prompt notice to Lessor in case of fire, casualty, defect or accident in the Premises.
- C. In case any action or proceeding is brought against Lessor to which this indemnification shall be applicable, Lessee shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall defend such action or proceeding if Lessor shall so request, at Lessee's expense, by counsel reasonably satisfactory to Lessor.

## **12. Lessee's Insurance**

- A. During the term of this Lease or any renewal thereof, Lessee shall obtain and promptly pay all premiums for general public liability insurance against claims for personal injury, death or property damage occurring upon, or about the Premises with carriers and in amounts reasonably satisfactory to Lessor but with minimum limits of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage, and all such policies and renewals thereof shall name Lessor and Lessee as insureds. All policies of insurance shall provide (i) that no material change or cancellation of said policies shall be made without thirty (30) days prior written notice to Lessor and Lessee, (ii) that any loss shall be payable notwithstanding any act or negligence of Lessee or Lessor which might otherwise result in the forfeiture of said insurance, and (iii) that the insurance company issuing the same shall not have right of subrogation against Lessor. The aforesaid insurance limits may be reasonably increased from time to time by Lessor.

- B. If during the term, insurance premiums on any insurance policy carried by Lessor on the Premises are increased due to or resulting from Lessee's occupancy hereunder, Lessee shall pay to Lessor as additional rent the amount by which Lessor's insurance premiums exceed standard rates. Any amount payable by Lessee hereunder shall be paid to Lessor within ten (10) days after notice to Lessee accompanied by the premium notice or other evidence of the amount due.
- C. If desired by Lessee, Lessee shall at its expense obtain insurance on Lessee's Property and any nonstandard building improvements within the Premises.
- D. Neither party shall be liable to the other party or to any insurance company insuring the other party (by way of subrogation or otherwise) for any loss or damage to any property, or losses under workmen's compensation laws and benefits, even though such loss or damage may have been occasioned by the negligence of such party, its agents or employees, provided that such loss or damage could be insured against under the terms of insurance policies referred to elsewhere in this Lease.

**13. Force Majeure:** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, including the performance of Lessor's and Lessee's work, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party, other than lack of monies or inability to procure monies to fulfill its commitment or obligation under this Lease; *provided, however*, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this section shall not operate to excuse Lessee from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

**14. Right to Inspect:** Lessor, at all reasonable times, may enter into and upon the Premises for the purpose of viewing the same, for the purpose of making any such repairs as Lessor is required or authorized to make under the terms of this Lease, and for the purpose of enforcing or carrying out any provisions of this Lease.

**15. Maintenance and Examination of Lessee's Records:** Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the Premises, (ii) the gross revenue derived indirectly from the use of the Premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this Lease plus three (3) additional years. Further, Lessee shall allow public access to all documents, records and other materials, subject

to the provisions of Chapter 119, F.S., prepared or received by Lessee in conjunction with this Lease. Lessor shall have the right from time to time, at its sole expense, to audit the compliance by the Lessee with the terms and conditions of this Lease and such right shall extend for three (3) years after termination or expiration of this Lease.

**16. Subletting and Assignment:** Lessee shall neither sublet any portion of the Premises nor assign this Lease, in whole or in part, without the written consent of the Lessor as to both the terms of such assignment or sub-lease and the identity of such assignee or sub-lessee, which consent shall not be unreasonably withheld. In the event Lessor approves a sub-lease, Lessee shall nevertheless remain obligated to Lessor for full payment of the rent and sub-lessee's compliance with the terms of this Lease. Attached as EXHIBIT "C" is a list of assignees/sublessees currently operating at the Premises as of the date of the approval of this Lease.

**17. Non-Discrimination in Performance:** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Lease.

**18. Waiver of Defaults:** Either party's failure to insist upon strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future enforcement or exercise of such covenant, right, or option, but the same shall remain in full force and effect.

**19. No Waiver of Sovereign Immunity:** No provisions, terms, or conditions of this Lease shall be construed as a waiver of sovereign immunity.

**20. Applicable Law and Venue; Severability:** This Lease shall be governed by and construed under the laws of the State of Florida. The venue for any action relating to the construction, interpretation, or enforcement of this Lease shall be in Okaloosa County, Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**21. Successors:** This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its successors and assigns; and shall be binding upon Lessee, its heirs, executors, administrators, successors and assigns; and shall inure to the benefit of Lessee and only such assigns of Lessee which have been consented to by Lessor.

**22. Entire Agreement:** This Lease constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Lease. Any modifications of this Lease shall be made in writing signed by both parties.

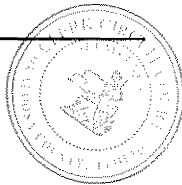
*(SIGNATURE PAGES FOLLOW)*

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, this 26 day of MAR, 2019

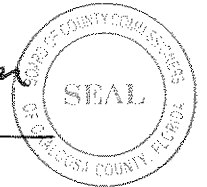
ATTEST:

BOARD OF COUNTY  
COMMISSIONERS OF OKALOOSA  
COUNTY, FLORIDA

J.D. Peacock, II, Clerk  
J.D. Peacock, II, Clerk



Charles K. Windes, Jr, Chairman  
Charles K. Windes, Jr, Chairman



Date: MAR 26 2019

APPROVED AS TO FORM:

Gregory T. Stewart  
Gregory T. Stewart, County Attorney

PIER RESORT & DEVELOPMENT,  
LLC, a Florida limited liability company,

Joseph A. Winkler  
Joseph A. Winkler, President

Date: 11/21/2018

Witnesses:

Henriette  
Signature

Geri Gre  
Print Name

P.A. Janis  
Signature

P.A. Janis  
Print Name

## EXHIBIT A

### DESCRIPTION OF SUMBERGED LANDS

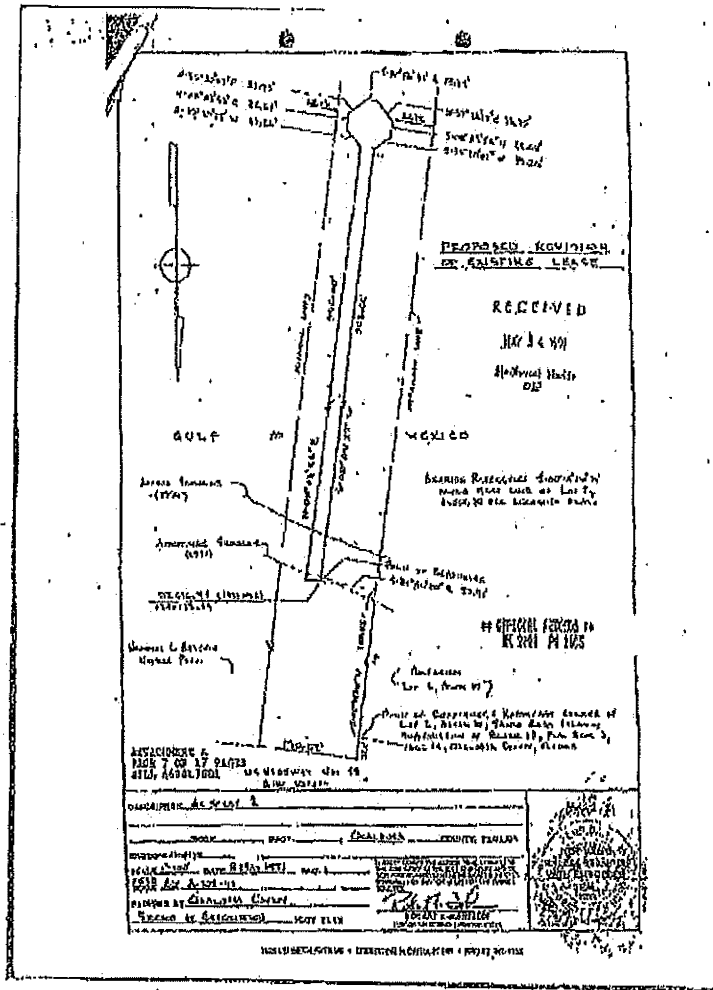
Commencing at the northeast corner of Lot 2, Block 10, Santa Rosa Island, Subdivision of Block 10, Plat Book 3, Page 14, Okaloosa County, Florida, proceed S-8 degrees 14 minutes 00 seconds W 908.83 feet along the east line of said Lot 2, thence S-81 degrees 46 minutes 00 seconds E 83.41 feet to the POB; Thence S-8 degrees 03 minutes W 963.68 feet, thence S-55 degrees 30 minutes 07 seconds W 33.26 feet, thence S-8 degrees 03 minutes 55 seconds W 22.64 feet, thence S-39 degrees 22 minutes 17 seconds E 35.75 feet, thence S-81 degrees 56 minutes 05 seconds E 18.34 feet, thence N-55 degrees 30 minutes 07 seconds E 35.75 feet, thence N-8 degrees 03 minutes 55 seconds W 22.64 feet, thence N-39 degrees 22 minutes 17 seconds W 33.26 feet, thence N-8 degrees 03 minutes 55 seconds E 966.08 feet, thence N-88 degrees 09 minutes 28 seconds W 22.13 feet to the POB. Contains 23,420.80 square feet.

Bearing reference: Recorded Plat of Santa Rosa Island, Subdivision of Block 10, as recorded in Plat Book 3 at Page 14, Okaloosa County, Florida.

East Line of Block 10 equals S-08 degrees 14 minutes 00 seconds W.

Co-ordinates for Point of Beginning were calculated from information on Coastal Construction Setback line maps dated 17 February 1976 and location of Monuments R-12 and R-13.







**EXHIBIT "B"**

**RATES TO BE CHARGED AT PIER**

**PIER FISHING RATES\***

<b>Adult.....</b>	<b>\$8.00</b>
<b>Children.....</b>	<b>\$5.00</b>
<b>Children under 6.....</b>	<b>Free</b>
<b>Senior Citizen (65+ older).....</b>	<b>\$7.00</b>
<b>Non-fishing (walkers).....</b>	<b>\$2.00</b>

**\*Fee amounts do not include Sales Tax which Lessee may add-on and collect**

**EXHIBIT "C"**

**LIST OF ASSIGNEES/SUBLESSEES**

1. Angler's Beachside Café, Inc. (d/b/a Angler's Beachside Grill)

**EXHIBIT "D"**

**Parking Plan – Temporary Parking Location**



**EXHIBIT "E"**

**Ingress, Egress, Parking and Licensing Agreement**

This instrument prepared by and after  
recording return to:

C. Jeffrey McInnis, Esq.  
ANCHORS SMITH GRIMSLEY, PLC  
909 Mar Walt Drive, Suite 1014  
Fort Walton Beach, FL 32547  
(850) 863-4064  
jmcinnis@asglegal.com

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### INGRESS, EGRESS AND PARKING LICENSE AGREEMENT

This Ingress, Egress and Parking License Agreement (hereinafter "Agreement") is made and entered into this 24<sup>th</sup> day of ~~June~~<sup>July</sup> 2018 by and between DB ENTERTAINMENT PRODUCTIONS, LLC, a Florida limited liability company, whose address is 1306 Miracle Strip Parkway, Fort Walton Beach, Florida 32548 (hereinafter "Licensor"); PIER ASSOCIATES, INC., a Florida corporation, whose address is 1030 Miracle Strip Parkway SE, Okaloosa Island, Florida 32548 (hereinafter "Pier Associates") and PIER RESORT & DEVELOPMENT, LLC, a Florida limited liability company, whose address is 981 Highway 98 E, Suite 3-164, Destin, Florida 32541 (hereinafter "Pier R&D").

#### WITNESSETH:

WHEREAS, Licensor is the leaseholder of a parcel of real property, owned by Okaloosa County, Florida, which is legally described on Exhibit "A" attached hereto (hereinafter "Licensor's Property"); and,

WHEREAS, Pier Associates is the leaseholder of a parcel of real property, owned by Okaloosa County, Florida, which is legally described on Exhibit "B" attached hereto (hereinafter "Pier Property"); and,

WHEREAS, Pier R&D holds a management agreement with Pier Associates and manages the Pier Property; and,

WHEREAS, Licensor's Property and Pier Property are across the street from one another, and the parties each desire to enter into a license agreement for ingress, egress and shared parking on a portion of the Licensor's Property for the benefit of the Pier Property; and,

WHEREAS, Licensor wishes to grant to Pier Associates and Pier R&D a non-exclusive license for ingress, egress and shared parking with Licensor over that portion of the Licensor's Property, as depicted on Exhibit "C" attached hereto (hereinafter the "Licensed Premises"), designated for said purposes, which includes twenty-six (26) parking spaces, as the same may thereafter be modified.



NOW, THEREFORE, in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration passed between the parties, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The above recitals are true and correct.
2. Licensor does hereby give and grant to Pier Associates and Pier R&D a non-exclusive license for ingress, egress and shared parking with Licensor over and across those paved portions of the Licensed Premises designated for that purpose as depicted and described in Exhibit "C" attached hereto which includes twenty-six (26) parking spaces for a license term as set forth under paragraph 9 herein.
3. Said ingress and egress license shall be for both vehicular and pedestrian use.
4. The other parking spaces on the Licensor's Property are reserved for the exclusive use of the Licensor's patrons to the exclusion of the patrons, guests, vendors and employees of Pier Associates and Pier R&D.
5. The Licensor shall cause all portions of the Licensed Premises to be operated and maintained in good condition and repaired at its sole cost and expense; all paved surfaces and curbs kept in a smooth and evenly covered condition; all trash and debris picked up; all parking lot lighting being properly maintained and continuously on from dusk to dawn.
6. The Licensor shall have the right to change the size, shape and configuration of the driveways, parking lots and sidewalks on Licensor's Property, which includes the Licensed Premises, at any time, without notice to, or the consent of, any other party hereto. The license granted herein shall automatically terminate as to those parts of the Licensed Premises no longer improved for ingress, egress and parking purposes incident to any such change, modification or reconfiguration; and conversely, said license shall automatically encumber all such portions of the Licensor's Property changed, modified or reconfigured for ingress, egress or parking purposes for the benefit of Pier Associates and Pier R&D. No such reconfiguration, modification or change shall diminish the number of available parking spaces under this license without written consent of all parties hereto.
7. Pier Associates and Pier R&D do hereby agree to hold the Licensor harmless, and to indemnify the Licensor for all losses, claims, liability, actions, causes of action, expenses, obligations, duties, liens and/or damages including, without limitation, reasonable attorneys' fees and costs, that Licensor may suffer as a result of the indemnifying party's use of the license granted herein.
8. Pier Associates acknowledges and agrees that if its lease with Okaloosa County for the Pier Property is assigned to Pier R&D that all rights under this Agreement shall automatically transfer to Pier R&D without any action by the parties and Pier Associates shall have no further rights hereunder.

9. The term of this Agreement shall coincide with the term of the lease between Licensor and Okaloosa County, Florida for the Licensor's Property and also with the term of the lease between Pier Associates, and any assignment of the lease to Pier R&D, and Okaloosa County for the Pier Property and any extensions or renewals thereof, and shall automatically end and be of no further force or effect when either the Licensor's lease or Pier Associates lease, as may be assigned to Pier R&D, with Okaloosa County, Florida, is terminated or expires without extension or renewal.

10. Pier Associates and Pier R&D understand and expressly agree that Licensor will not accept vehicles parked on the Licensed Premises in bailment or for safekeeping; nor will Licensor be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft, or any other cause, nor for loss, damage, or injury by or to Pier Associates' and Pier R&D's patrons, guests, vendors, employees, or any other individual personal injury of any nature. Pier Associates and Pier R&D acknowledge that Licensor will have no duty to provide security and that Licensor does not assume any obligation to provide for the security of the Licensed Premises or to protect individuals using the Licensed Premises, or vehicles or property on the Licensed Premises, from criminal activities.

11. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with the laws of that state. In the event that any action is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred, including those incident to any appeal. The parties further agree that in the event any litigation is brought to enforce or interpret the terms of this Agreement, the exclusive forum for such cause of action shall be the Circuit Court of Okaloosa County, Florida.

12. In the event any provision of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be enforceable to the same extent as if the unenforceable provision(s) were omitted from this Agreement.

13. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. This Agreement is intended to be the complete and final expression of the understanding between the parties hereto, and no other representations, written or oral, other than those herein contained, have been relied upon by any party hereto in the entering into this Agreement.

**[SIGNATURE PAGES FOLLOW]**

Witnesses:

Mariah Labbe  
Print name: Mariah Labbe

Brooke Graves  
Print name: Brooke Graves

**DB ENTERTAINMENT PRODUCTIONS, LLC, a Florida limited liability company**

[Signature]  
Paul A. Barcus, Manager

Date: 7/23/2018

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 23 day of July, 2018, by Paul A. Barcus, as Manager of DB Entertainment Productions, LLC, a Florida limited liability company, on behalf of the company, who is  personally known to me or  produced as identification.



Michelle Duker  
Notary Public

Witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**PIER ASSOCIATES, INC., a Florida corporation**

\_\_\_\_\_  
Chris Cadenhead, President

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by Chris Cadenhead, as President of Pier Associates, Inc., a Florida corporation, on behalf of the corporation, who is  personally known to me or  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Witnesses:

**DB ENTERTAINMENT PRODUCTIONS,  
LLC, a Florida limited liability company**

Print name: \_\_\_\_\_

Paul A. Barcus, Manager

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Paul A. Barcus, as Manager of DB Entertainment Productions, LLC, a Florida limited liability company, on behalf of the company, who is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Witnesses:

**PIER ASSOCIATES, INC., a Florida corporation**

*[Signature]*  
Print Name: JEFF DUDLEY

*[Signature]*  
Chris Cadenhead, President

*[Signature]*  
Print Name: LYNN DUDLEY

Date: 7-24-18

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was a knowledged before me this 24th day of July, 2018, by Chris Cadenhead, as President of Pier Associates, Inc., a Florida corporation, on behalf of the corporation, who is  personally known to me or [ ] produced \_\_\_\_\_ as identification.

*[Signature]*  
Notary Public



Witnesses:

Maria Labbe  
Print Name: MARIA H LABBE

Brooke Graves  
Print Name: BROOKE GRAVES

**PIERRESORT & DEVELOPMENT,  
LLC, a Florida limited liability company**

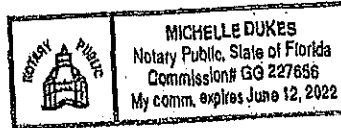
Joseph A. Winkeler  
Joseph A. Winkeler, President

Date: 7-23-2018

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 23 day of July, 2018, by Joseph A. Winkeler, as President of Pier Resort & Development, LLC, a Florida limited liability company, on behalf of the company, who is [ ] personally known to me or [  ] produced FDI as identification.

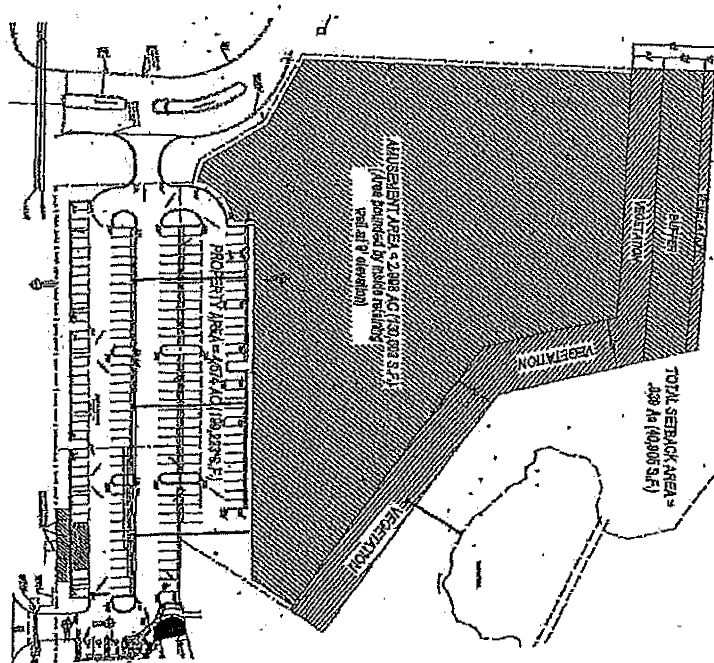
Michelle Dukes  
Notary Public



## EXHIBIT A

### Description - New

Commencing at an iron rod marking the East line of Block 14 Santa Rosa Island, Subdivision of Block 14, as recorded in Plat Book 3, Page 85, Public Records of Okaloosa County, Florida (also the West line of Block 13, Santa Rosa Island, Subdivision of Block 13, as recorded in Plat Book 2, Page 84-F of said county) and the Northernly right of way line of US Highway 98 (200 foot right of way), as presently constructed, proceed North 85 degrees 52 minutes 00 seconds West 639.85 feet along said Northernly right of way line; thence departing right of way line proceed North 04 degrees 08 minutes 00 seconds East 129.00 feet to the Point of Beginning; thence South 85 degrees 52 minutes 00 seconds East 89.87 feet; thence North 35 degrees 00 minutes 24 seconds East 168.32 feet; thence North 48 degrees 30 minutes 24 seconds West 280.28 feet; thence North 06 degrees 48 minutes 23 seconds West 197.58 feet; thence North 81 degrees 37 minutes 18 seconds West 275.00 feet; thence South 08 degrees 15 minutes 49 seconds West 402.33 feet; thence South 59 degrees 53 minutes 17 seconds East 74.53 feet; thence South 28 degrees 20 minutes 23 seconds East 71.38 feet; thence South 85 degrees 36 minutes 11 seconds East 24.00 feet; thence South 04 degrees 41 minutes 37 seconds West 12.02 feet; thence South 85 degrees 52 minutes 00 seconds East 259.11 feet, more or less, returning to the Point of Beginning and end of description; said parcel contains 4.67 acres, more or less. Bearings are referenced to the Northernly right of way line of US Highway 98 equal to North 85 degrees 52 minutes 00 seconds West per recorded plat.



## EXHIBIT B

### DESCRIPTION OF UPLAND (from original construction survey)

Commencing at the Northeast corner of Lot 2, SANTA ROSA ISLAND subdivision of Block 10, as recorded in Plat Book 3, Page 14. Public Records of Okaloosa County, Florida, also being the Point of Beginning.

Proceed S 8°14' W along the east line of Block 10 a distance of 845 feet more or less to the mean high water line of the Gulf of Mexico then easterly along the mean high water line a distance of 150 feet more or less; thence N 8°14' E a distance of 845 feet more or less to the south right of way line of US Highway 98; thence westerly along the south right of way line a distance of 150 feet more or less to the Point of Beginning.

Contains 2.91 acres more or less.

### DESCRIPTION OF SUMBERGED LANDS

Commencing at the northeast corner of Lot 2, Block 10, Santa Rosa Island, Subdivision of Block 10, Plat Book 3, Page 14, Okaloosa County, Florida, proceed S-8 degrees 14 minutes 00 seconds W 908.83 feet along the east line of said Lot 2, thence S-81 degrees 46 minutes 00 seconds E 83.41 feet to the POB; Thence S-8 degrees 03 minutes W 963.68 feet, thence S-55 degrees 30 minutes 07 seconds W 33.26 feet, thence S-8 degrees 03 minutes 55 seconds W 22.64 feet, thence S-39 degrees 22 minutes 17 seconds E 35.75 feet, thence S-81 degrees 56 minutes 05 seconds E 18.34 feet, thence N-55 degrees 30 minutes 07 seconds E 35.75 feet, thence N-8 degrees 03 minutes 55 seconds W 22.64 feet, thence N-39 degrees 22 minutes 17 seconds W 33.26 feet, thence N-8 degrees 03 minutes 55 seconds E 966.08 feet, thence N-88 degrees 09 minutes 28 seconds W 22.13 feet to the POB. Contains 23,420.80 square feet.

Bearing reference: Recorded Plat of Santa Rosa Island, Subdivision of Block 10, as recorded in Plat Book 3 at Page 14, Okaloosa County, Florida.

East Line of Block 10 equals S-08 degrees 14 minutes 00 seconds W.

Co-ordinates for Point of Beginning were calculated from information on Coastal Construction Setback line maps dated 17 February 1976 and location of Monuments R-12 and R-13.





OFFICIAL RECORDS #1  
EX 2183 TV 2188

Description of Submerged Lands

Concerning the records cover of Lot 2, Block 10, State Road 1, and subdivisions of Block 10, P.M. Hook 2, Page 14, Okaloosa County, Florida, recorded S. 1/4 Sec. 14 T. 12 N. R. 10 W. 59.83 (to along the line of Lot 2, Block 10) 41 degrees 46 minutes 00 seconds S 83.41 feet to the P.O.B. Thence S. 83 degrees 00 minutes 00 seconds W 301.68 feet thence S. 59 degrees 29 minutes 00 seconds W 323.4 feet, thence S. 83 degrees 00 minutes 00 seconds W 22.64 feet, thence S. 79 degrees 22 minutes 17 seconds S 35.73 feet, thence S. 81 degrees 04 minutes 00 seconds S 11.24 feet, thence N. 51 degrees 10 minutes 00 seconds S 83.75 feet, thence N. 4 degrees 00 minutes 00 seconds W 22.64 feet, thence N. 79 degrees 22 minutes 17 seconds W 12.06 feet, thence N. 83 degrees 00 minutes 00 seconds W 305.00 feet, thence N. 48 degrees 00 minutes 00 seconds W 22.12 feet to the P.O.B. Containing 23,428.80 square feet.

Starting reference: Easement of 7102 State Road 1, Block 10, recorded in P.M. Hook 2 at Page 14, Okaloosa County, Florida.

East line of Block 10 runs S. 83 degrees 14 minutes 00 seconds W.

Coordinates for Point of Beginning were calculated from information on County Construction Subtask maps filed 17 February 1976 and Division of Motor Vehicle 10-11 and R-12.

RECEIVED

MAY 14 1997

Notarial Public  
DIP

ATTACHMENT A  
PAGE 8 OF 19 PAGES  
ASC 460017481

RECAPTURED		NOTIFIED WHERE SHIPPED DATE
BOOK	PAGE	
MICROFILMED		NOTIFIED WHERE SHIPPED DATE
DATE	BY	
SEARCHED BY		NOTIFIED WHERE SHIPPED DATE
SEARCHED BY	DATE	







# **EXHIBIT F**

## **Geometry Plan**



## REVENUE COMPARISONS BETWEEN EXISTING LEASE AND PROPOSED LEASE

ANNUAL PERIOD	EXISTING LEASE	PROPOSED LEASE	INCREASE
January 1, 2019 to December 31, 2019	\$ 195,581.00	\$ 225,000.00	\$ 29,419.00
January 1, 2020 to December 31, 2020	\$ 195,581.00	\$ 225,000.00	\$ 29,419.00
January 1, 2021 to December 31, 2021	\$ 195,581.00	\$ 225,000.00	\$ 29,419.00
January 1, 2022 to December 31, 2022	\$ 195,581.00	\$ 225,000.00	\$ 29,419.00
January 1, 2023 to December 31, 2023	\$ 195,581.00	\$ 225,000.00	\$ 29,419.00
<b>TOTAL FOR PERIOD</b>	<b>\$ 977,905.00</b>	<b>\$ 1,125,000.00</b>	<b>\$ 147,095.00</b>
January 1, 2024 to December 31, 2024	\$ 195,581.00	\$ 229,500.00	\$ 33,919.00
January 1, 2025 to December 31, 2025	\$ 195,581.00	\$ 234,090.00	\$ 38,509.00
January 1, 2026 to December 31, 2026	\$ 195,581.00	\$ 238,772.00	\$ 43,191.00
January 1, 2027 to December 31, 2027	\$ 195,581.00	\$ 243,547.00	\$ 47,966.00
January 1, 2028 to December 31, 2028	\$ 195,581.00	\$ 248,418.00	\$ 52,837.00
<b>TOTAL FOR PERIOD</b>	<b>\$ 977,905.00</b>	<b>\$ 1,194,327.00</b>	<b>\$ 216,422.00</b>
January 1, 2029 to December 31, 2029		\$ 255,871.00	
January 1, 2030 to December 31, 2030		\$ 263,547.00	
January 1, 2031 to December 31, 2031		\$ 271,453.00	
January 1, 2032 to December 31, 2032		\$ 279,597.00	
January 1, 2033 to December 31, 2033		\$ 287,985.00	
January 1, 2034 to December 31, 2034		\$ 298,064.00	
January 1, 2035 to December 31, 2035		\$ 308,496.00	
January 1, 2036 to December 31, 2036		\$ 319,293.00	
January 1, 2037 to December 31, 2037		\$ 330,468.00	
January 1, 2038 to December 31, 2038		\$ 342,034.00	
January 1, 2039 to December 31, 2039		\$ 354,005.00	
<b>TOTAL FOR PERIOD</b>		<b>\$ 3,310,813.00</b>	
<b>TOTAL REVENUE</b>			
<b>OLD LEASE_JANUARY 1, 2019 - DECEMBER 31, 2028</b>		<b>\$1,955,810</b>	
<b>NEW LEASE_JANUARY 1, 2019 - DECEMBER 31, 2028</b>		<b>\$2,319,327</b>	
<b>NEW LEASE_JANUARY 1, 2019 - DECEMBER 31, 2039</b>		<b>\$4,505,140</b>	







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Gulf Coast - Mobile (JEE) 15429 O'Neal Road Gulfport MS 39503	CONTACT NAME: PHONE (A/C, No, Ext): 228-832-9313 FAX (A/C, No): 228-832-1321 E-MAIL: ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Ohlo Security Insurance Co.</td> <td>24082</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohlo Security Insurance Co.	24082	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Ohlo Security Insurance Co.	24082													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Anglers Beachside Cafe Inc 1306 Miracle Strip Pkwy, SE Fort Walton Beach FL 32548	ANGLBEA-01													

COVERAGES      CERTIFICATE NUMBER: 1662157055      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BLS68646418	4/17/2018	4/17/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS68645416	4/17/2018	4/17/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is additional insured regarding General Liability when required by written contract.

**Contract # L86-0095-BCC  
PIER ASSOCIATES, INC.  
PIER PARKING & ANGLERS RESTURANT  
EXPIRES: 04/01/2028**

CERTIFICATE HOLDER

CANCELLATION

Okaloosa Board of County Commissioners  
101 East James Lee Blvd  
Crestview FL 32536

SHOULD ANY POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Gulf Coast - Mobile (JEE) 15429 O'Neal Road Gulfport MS 39503	CONTACT NAME:	
	PHONE (A/C, No., Ext): 228-832-9313	FAX (A/C, No): 228-832-1321
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Ohio Security Insurance Co.		24082
INSURER B : Ohio Casualty Insurance Co		24074
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 566310230 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BLS68646416	4/17/2018	4/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ES058645416	4/17/2018	4/17/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS58645416	4/17/2018	4/17/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Pier Associates Inc and Pier Resort & Development LLC are additional insured when required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

Okaloosa Board of County Commissioners  
 101 East James Lee Blvd  
 Crestview FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Opal Cruise*

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# EVIDENCE OF PROPERTY INSURANCE

MLAROCCA

DATE (MM/DD/YYYY)  
6/14/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY AssuredPartners Gulf Coast - Mobile (JEE) 15429 O'Neal Road Gulfport, MS 39503	PHONE (A/C, No, Ext): (228) 832-9313	COMPANY Lloyds of London One Lime Street London EC3M 7HA UNITED KINGDOM
FAX (A/C, No): (228) 832-1321	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: ANGLEA-01		
INSURED Anglers Beachside Cafe Inc 1306 Miracle Strip Pkwy, SE Fort Walton Beach, FL 32548	LOAN NUMBER	POLICY NUMBER 097590123406S00
	EFFECTIVE DATE 4/17/2018	EXPIRATION DATE 4/17/2019
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

## PROPERTY INFORMATION

LOCATION/DESCRIPTION Loc # 1, Bldg # 1, 1030 E. Miracle Strip Parkway, Fort Walton Beach, FL 32548
---

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	SPECIAL			
Loc # 1, Bldg # 1						
Building, Special (Including theft), Replacement Cost				\$2,500,000	2,500	
Building, Windstorm, Replacement Cost				\$2,500,000	2.0000%	
Business Personal Property, Special (Including theft), Replacement Cost				\$600,000	2,500	
Business Personal Property, Windstorm, Replacement Cost				\$600,000	2.0000%	
Business Income without Extra Expense, Special (Including theft), Replacement Cost				\$400,000	2,500	
Business Income without Extra Expense, Windstorm, Replacement Cost				\$400,000	2.0000%	
Business Income without Extra Expense, Business Income - Maximum Period of Indemnity, Replacement Cost				\$400,000	72	
Sign, Special (Including theft), Replacement Cost				\$20,000	2,500	
Sign, Windstorm, Replacement Cost				\$20,000	2.0000%	
Sign, Business Income - Maximum Period of Indemnity, Replacement Cost				\$20,000	72	

## REMARKS (Including Special Conditions)

Special Conditions: Includes Wind/Hail with separate deductible
--

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

NAME AND ADDRESS	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE		
Okaloosa Board of County Commissioners 101 East James Lee BLVD Crestview, FL 32536	<i>Michael C. Powell</i>		





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Omega Insurance Solutions Inc  
1820 E. Edgewood Dr  
Lakeland, FL 33803

RECEIVED

MAY 16 2018

BY: PURCH

CONTACT NAME:		FAX (A/C, No):	
PHONE (A/C, No, Ext):			
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Normandy Insurance Company			
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED Advanced PEO Solutions, LLC  
Pier Associates, Inc.  
1820 E Edgewood Dr,  
Lakeland, FL 33803

### COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	NHFL0031022017	12/01/2017	12/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is extended to the leased employees (but not subcontractors) of alternate employer "Pier Associates Inc" (Eff 12/01/17) This doesn't constitute a contract between the insurer, authorized rep or producer and the certificate holder nor does it amend, extend or alter coverage listed on the policies listed thereon.

LS6-0095-BCC

### CERTIFICATE HOLDER

### CANCELLATION

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/11/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gilmore Insurance & Bonding, Inc. P.O. Box 249 Mary Esther, FL 32569 Phone (850) 244-3387 Fax (850) 244-2610		<b>CONTACT NAME:</b> PHONE (A/C No, Ext): (850) 244-3387 FAX (A/C, No): (850) 244-2610 E-MAIL ADDRESS: info@insurancefast.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Scottsdale Insurance Co.	<b>NAIC #</b> 41297
<b>INSURED</b>		<b>INSURER B:</b>	
Pier Associates Inc Okaloosa Island Fishing Pier		<b>INSURER C:</b>	
420 E Pine Street		<b>INSURER D:</b>	
Crestview, FL 32539		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	CPS2688897	04/15/2017	04/15/2018	EACH OCCURRENCE \$ 1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.00					
	MED EXP (Any one person) \$ 1,000.00					
	PERSONAL & ADV INJURY \$ 1,000,000.00					
						GENERAL AGGREGATE \$ 2,000,000.00
						PRODUCTS - COMP/OP AGG \$ 1,000,000.00
						\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Sched

Certificate Holder is listed as additional insured with respects to the general liability.

**Contract # L86-0095-BCC**  
**PIER ASSOCIATES INC**  
**PIER, PARKING & ANGLERS RESTURANT**  
**EXPIRES: 04/01/2028**

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Okaloosa County Board of County Commissioners  302 N Wilson St, Suite 302 Crestview, FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 





Certified true and correct copy.

2014  
JUN/23/2014  
L 86-008-Bcc

**BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

**DATE:** June 17, 2014  
**TO:** Honorable Chairman and Members of the Board  
**FROM:** John Hofstad  
**SUBJECT:** Submerged Lands Lease Annual Wet Slip Report and Gross Income Reporting for the Pier  
**DEPARTMENT:** Public Works  
**BCC DISTRICT:** 2

**STATEMENT OF ISSUE:** Submittal of the Annual Wet Slip Revenue Report and Gross Income Reporting Form for FY13/14. This requirement was implemented in the Island Pier lease renewal in May of 2006. This is in addition to the annual lease fee.

**BACKGROUND and ANALYSIS:** Staff requested and received information from the Okaloosa Island Pier's lessee of the income received from the use of the Pier facility from May 2013 thru April 2014. This information is reported as indirect income, and Lease fees received by the county from the lessee are reported as direct income. Income is defined in Chapter 18-21.003, Florida Administrative Code, as the gross revenue derived directly or indirectly from the use of state-owned submerged lands. However, gross revenue shall not include pass-through fees such as utility fees, sale of the facility or sales of products not occurring on sovereignty submerged lands.

The Florida Department of Environmental Protection has clarified that only fees received by the County from the monthly lease and fees collected by the Lessee that are associated with fishing from and walking on the Pier are to be reported.

Submittal of the Gross Income Reporting Form requires execution of a Certification. After submittal of the Gross Income Reporting Form, a supplemental invoice for additional fees will be received from the Department of Environmental Protection.

**OPTIONS:** Approve/disapprove

**RECOMMENDATIONS:** Request authorization for the Chairman to execute the 2013/2014 Gross Reporting Form Certification for income derived from the Okaloosa Island Pier.

**RECOMMENDED BY:** John Hofstad, Director

**APPROVED BY:**

6/10/2014  
CERTIFIED A TRUE  
AND CORRECT COPY  
DON W. HOWARD  
CLERK CIRCUIT COURT  
BY Teresa Ward  
DEPUTY CLERK



DATE June 23, 2014



# 2013/2014 Wetslip Information Form

Lessee: OKALOOSA COUNTY Instrument No: 460017681

## I. INFORMATION ON WETSLIPS LOCATED ON STATE-OWNED LANDS

1. Number of **Temporary Slips** - Slips that are not rented and are used as fuel docking, launching or removing boats, restaurants, or store purchases. These slips should be **Non revenue generating slips**.

0

2. Number of **Transient Slips**- Slips that are rented on a short term basis.

0

3. Number of **Public Slips** - open to the public on a "first come, first served" basis. - Rental term shall be no longer than one year and with no automatic renewal rights or conditions.

0

4. Number of **Slips Not Usable** - Slips that are silted in or are in low water.

0

5. Number of **Slips Sold, Subleased, Licensed, Assigned, etc.** - Attach a copy of the document which represents the sale, sublease, license or assignment. The document should include the sublessee's name, unit number, the slip number, and the amount of the transaction.

0

6. Number of **Private Slips**, not rented to the public - Slips used for personal mooring, Association common area, etc.

**Total Number of Slips on State-Owned Lands, Add lines 1 through 6**

0

Is your facility a Pier with Admission Fees?

YES  NO  
Circle One

Boating has a tremendous economic impact on the State of Florida each year. In an effort to learn if boaters have an adequate number of slips around the state, we are requesting information on wetslips that are not within a state-owned submerged land lease. **No income generated from these slips is to be reported.**

## II. INFORMATION ON WETSLIPS LOCATED ON PRIVATELY-OWNED LAND

1. Number of **Slips Sold, Subleased, Licensed, Assigned, etc.**

\_\_\_\_\_

2. Number of **Public Slips** - open to the public on a "first come, first served" basis.

\_\_\_\_\_

3. Number of **Private Slips**, not rented to the public - Slips used for personal mooring, Association common area, etc.

**Total Number of Slips on Privately-Owned Lands, Add lines 1 through 3**

LEASE# L86-0095-BCC  
PIER ASSOCIATES  
PIER PARKING & ANGLER'S RESTAURANT  
EXPIRES: 04/01/2028

## 2013/2014 GROSS INCOME REPORTING FORM

Lessee: *OKALOOSA COUNTY BCC*

Instrument #: *460017681*

		Direct Income	Indirect Income
		All income received directly by Lessee from transactions within the lease boundary. *	All income received by someone other than the Lessee for transactions involving the use of state-owned submerged land
May	2013	\$ 11,318 <sup>33</sup>	\$ 38,047 <sup>89</sup>
June	2013	\$ "	\$ 55,904 <sup>33</sup>
July	2013	\$ "	\$ 60,963 <sup>23</sup>
August	2013	\$ "	\$ 38,274 <sup>91</sup>
September	2013	\$ "	\$ 23,251 <sup>17</sup>
October	2013	\$ "	\$ 20,343 <sup>62</sup>
November	2013	\$ "	\$ 10,252 <sup>67</sup>
December	2013	\$ "	\$ 5,867 <sup>54</sup>
January	2014	\$ "	\$ 2,640 <sup>88</sup>
February	2014	\$ "	\$ 4,568 <sup>75</sup>
March	2014	\$ 11,318 <sup>33</sup>	\$ 15,345 <sup>03</sup>
April	2014	\$ 13,582	\$ 27,780 <sup>04</sup>
<b>TOTALS</b>		\$ 138,083 <sup>63</sup>	\$ 303,240 <sup>06</sup>

**Every month must be filled out even if income for the month is zero.**

"Enter Zero if slips are non-revenue generating or generated \$0.00"

\* Income is defined in chapter 18-21.003, Florida Administrative Code, as the gross revenue derived directly or indirectly from the use of state-owned submerged lands such as slip rental, lease or sublease fees, dock or pier admission fees, club membership, stock ownership or equity interest in activities where increased revenue is attributable to the use of the submerged land. However, gross revenue shall not include pass-through fees such as fees for utility services, sale of the facility or sales of products not occurring on sovereignty submerged lands. Gross revenue shall include all future payments made for the transfer of the interest in a slip originally obtained from the Board's lessee, including transfer of slip rights by slip sublessee's, slip "sellers", slip interest transfers, new club

PLEASE ATTACH A LIST OF ANY SLIP TRANSFERS AS DEFINED ABOVE INCLUDING THE SLIP NUMBER, AMOUNT OF INCOME RECEIVED, SUBLESSEE'S NAME AND UNIT NUMBER, IF APPLICABLE.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

DIVISION OF STATE LANDS

3900 COMMONWEALTH BOULEVARD, MS #100

TALLAHASSEE, FLORIDA 32399-3000

(850) 245-2555

# CERTIFICATION

Instrument No. 460017681

Lessee Name: OKALOOSA COUNTY BCC

Billing Address 302 N. WILSON ST. SUITE 302

City/State/Zip CRESTVIEW, FL

Telephone: (850 ) 689-5770  
(Please provide area code)

Facility Address: 300 PIER ROAD

City/County/Zip: FT. WALTON BEACH / OKALOOSA / 32548

I, being first duly sworn, hereby certify under penalty of perjury that the following statements are true: (1) To the best of my knowledge and belief, the information contained on the Wetslip Information Form and the Gross Income Reporting Form is true and correct; (2) I have read and understand the terms and conditions of the sovereignty submerged lands lease, and the facility is in full compliance with all the terms and conditions of the sovereignty submerged lands lease; (3) I am authorized to execute this certification on behalf of the lessee; and (4) I am aware that any intentional false statement herein will be grounds for cancellation of the sovereignty submerged lands lease.

Charles K. Windes, Jr.  
Signature of Lessee

CHARLES K. WINDES, JR.  
Printed Name of Signatory

Owner  
Title

6/19/14  
Date

STATE OF Florida

COUNTY OF Okaloosa

Sworn to or affirmed and subscribed before me the 19th day of June, 20 14,  
by Charles K. Windes.

Personally Known

OR Produced Identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

Notary Signature Mary L. Carson

Commission Expires \_\_\_\_\_

(SEAL)



Certified true and correct copy.

JUN/23/2014

	fish	senior	child	pass	watch	
May 2013	32798.67	1722.53	1865.43	1661.26	23999	38047.89
June 2013	45933.02	1967.73	5757.03	2246.55	41993.08	55904.33
July 2013	50069.74	1624.45	7250.22	2018.82	45551.27	60963.23
Aug 2013	32260.41	919.5	4193.36	901.64	28774.94	38274.91
Sept 2013	19421.29	1520.24	1437.36	872.28	17403.46	23251.17
Oct 2013	15828.77	1667.36	1984.32	863.17	15791.55	20343.62
Nov 2013	7989.1	680.43	771.68	811.46	5643.94	10252.67
Dec 2013	3888.5	343.28	428.24	1207.52	3424.14	5867.54
Jan 2014	2164.82	212.66	216.24	47.16	2627.16	2640.88
Feb 2014	2833.64	506.9	214.35	1013.86	4765.8	4568.75
Mar 2014	10843.67	901.11	1633.32	1966.93	13832.73	15345.03
Apr 2014	22639.63	1396.21	2460.58	1283.62	16877.25	27780.04
	246671.26	13462.4	28212.13	14894.27	220684.32	
						303240.06

Provided By PIER ASSOCIATES  
6/3/14

**EXHIBIT B**

**CONTRACT, LEASE, AGREEMENT CONTROL FORM**

Date: 5/27/99

Contract/Lease Control #: L86-0095-BCC42-23

Bid #: N/A Contract/Lease Type: REVENUE

Award To/Lessee: PIER ASSOCIATES

Lessor: \_\_\_\_\_

Effective Date: 10/1/1986 \$ APPROX \$1,625,000.00

Term: EXPIRES 4/1/2028<sup>23</sup> WITH 5 YEAR RENEWAL OPTION → 4/1/2028

Description of Contract/Lease: OKALOOSA ISLAND PIER, RESTAURANT AND PARKING AREA

Department Manager: ADMIN SERVICES-BCC

Department Monitor: J. CURRY

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed: \_\_\_\_\_

*Copy  
PIER ASSOCIATES  
689-5715*

**AMENDMENT NUMBER TWO (2)**

**THIS AGREEMENT** made and entered into between the Okaloosa County Board of County Commissioners (hereinafter referred to as BCC) and, Pier Associates, current lease-holder of the Okaloosa Island Fishing Pier.

**RESPONSIBILITIES:** Okaloosa County BCC agrees to construct a lifeguard tower on the Okaloosa County Fishing Pier to function as a lifeguard station, general observation platform, and first aid station for the pier's patrons. The tower will be occupied by trained lifeguards capable of responding to emergencies on and around the pier with an Automated External Defibrillator and first aid equipment when it is staffed.

Pier Associates agrees to:

1. Provide the BCC access to the Pier such that installation of the tower can be completed as quickly and efficiently as possible with minimal interruption to the daily fishing and sight-seeing activities.
2. Allow access to electrical power to be used for the charging of portable radio and cellular telephone batteries and operation of a lightening detection and warning system.

**INSURANCE:** The Okaloosa County BCC shall be responsible for maintaining liability insurance coverage to protect against any claims specifically related to lifeguarding operations on the Pier. Pier Associates shall be responsible for maintaining its own liability insurance coverage to protect from claims relating to general Pier operations.

**SOVERIGN IMMUNITY:** Nothing contained herein shall be construed to waive either party's immunity from liability under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

**IN WITNESS WHEREOF,** The parties hereunto have set their hand and seal the day and year.

ATTEST:

OKALOOSA COUNTY, FLORIDA

DON W. HOWARD  
CLERK OF CIRCUIT COURT



By: Gary J. Stanford  
Gary J. Stanford, Deputy Clerk  
BCC APPROVAL: May 19, 2009

By: William J. Roberts III  
William J. Roberts III, Chairman



ATTEST:

PIER ASSOCIATES

By: Chris Cadenhead  
Pier Associates Representative

Date: May 11, 2009

**BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

**DATE:** May 19, 2009  
**TO:** Honorable Chairman and Board of County Commissioners  
**FROM:** Dino J. Villani, Public Safety Department  
**SUBJECT:** Amendment to Lease with Pier Associates

**STATEMENT OF ISSUE:** Approval of Amendment Two (2) of the lease agreement with Pier Associates to allow the placement of a Main Lifeguard Tower on the Okaloosa County Fishing Pier.

**BACKGROUND:** A comprehensive view of the beaches on Okaloosa Island is necessary to completely implement the Tower Zero operations plan. A Tower Zero system places command and control of beach operations on a single or "main tower." This tower has the ability to see the entire beach and the command authority to manage and coordinate all lifeguard communications and operations from one location. Historically, Beach Safety has operated under a modified Tower Zero plan where the main tower can only see the beach west of the pier, leaving the heavily populated beaches at the Boardwalk and Beasley Park out of the command perspective.

**ANALYSIS:** By placing the Main Lifeguard Tower on the Pier, command and control will be greatly enhanced. The tower operator will be able to actively visualize the entire beach to include the Eglin Beach Park at the East end of Okaloosa Island. This enhancement will also improve the effectiveness of existing lifeguards thereby decreasing the need to expand their numbers in the future and will ultimately result in a cost savings.

**OPTIONS:** Approve/disapprove the lease amendment.

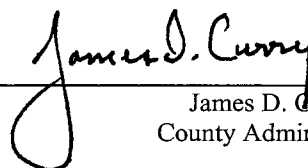
**RECOMMENDATION:** Approve the amendment to the lease with Pier Associates allowing the placement of a lifeguard tower on the Okaloosa Island Pier.

**RECOMMENDED BY:** \_\_\_\_\_



Dino J. Villani  
Department Director

**APPROVED BY:** \_\_\_\_\_



James D. Curry  
County Administrator

**FIRST AMENDMENT TO PIER LEASE**

THIS AMENDMENT to the Pier Lease entered into between OKALOOSA COUNTY, a political subdivision of the State of Florida, herein called "Lessor", and PIER ASSOCIATES, INC. herein called "Lessee", is made on the dates of their respective signatures hereto. Lessor and Lessee hereby agree that the Lease Agreement signed September 23, 1986, by Lessee and accepted and approved by the Lessor on September 23, 1986, is hereby amended as follows:

1. **DESCRIPTION OF PREMISES:** Lessor leases to Lessee, and Lessee hires from Lessor, as provided in the original lease and as amended hereby, the premises and equipment consisting of fixtures located therein located on Okaloosa Island, Okaloosa County, Florida, consisting of the Okaloosa Island Pier and Restaurant, and the parking area appurtenant thereto, and described more particularly in Exhibit "A" attached hereto.

Paragraph 2 of the original lease is amended to read as follows:

2. **TERM.** The term of this lease is for twenty five (25) years beginning April 1, 1998. Lessor hereby grants to lessee an additional five (5) year option to renew the terms of this lease if at the time of renewal option the lessee is not in violation of the terms of said lease. *(4/1/2023)*  
*(4/1/2028)*

Paragraph 4 of the original lease is amended to read as follows:

4. **RENT.** Lessee covenants and agrees to pay annual rent for the premises in equal monthly payments as follows:

- a. Seventy Eight Thousand Six Hundred Dollars (\$78,600.00) for the period from April 1, 1998, until March 31, 1999;
- b. Annually for the period from April 1, 1999 until March 31, 2004, the amount of Ninety Four Thousand Three Hundred Twenty Dollars (\$94,320.00);
- c. Annually for the period from April 1, 2004 until March 31, 2009, the amount of One Hundred Thirteen Thousand One Hundred Eighty Four Dollars (\$113,184.00);
- d. Annually for the period from April 1, 2009 until March 31, 2014 the



amount of One Hundred Thirty Five Thousand Eight Hundred Twenty Dollars (\$135,820.00);

e. Annually for the period from April 1, 2014 until March 31, 2019 the amount of One Hundred Sixty Two Thousand Nine Hundred Eighty Four Dollars (\$162,984.00);

f. Annually for the period from April 1, 2019 until March 31, 2023 the amount of One Hundred Ninety Five, Five Hundred Eighty One Dollars (\$195,581.00).

Paragraph 7 of the original lease, RIGHT OF LESSEE TO MAKE IMPROVEMENTS OR ALTERATIONS, is amended to include the following:

7. Lessee represents to Lessor that new restaurant/retail space will be constructed in the current building located at the north end of the pier. Construction of this facility will begin immediately following this amendment. Said facilities will be open to the public no later than April 1, 1999. Lessee shall also construct a new tackle shop on the pier structure. Costs for the above mentioned facilities shall exceed one million dollars, all to be borne by the Lessee.

Paragraph 8 of the original lease is hereby amended to read as follows:

8. DUTY TO MAINTAIN PREMISES: Lessee agrees, at its own expense, to maintain the leased premises and appurtenances thereto in excellent condition and repair, and in as good or better condition and repair as that in which they were delivered subsequent to reconstruction after Hurricane Opal, ordinary wear and tear, damage by fire or other casualties excepted that would render the premises uninhabitable or untenable in whole or in substantial part, and at a minimum to perform the following:

- a. Restrooms shall be cleaned and supplies replenished daily.
- b. Fish cleaning stations shall be cleaned and scrubbed daily.
- c. The entire pier shall be cleaned of all debris or litter daily at a minimum and more frequently if necessary due to high use of the same.
- d. All graffiti or other unauthorized defacement of the pier and buildings shall be removed immediately upon discovery.
- e. The entire site, including the pier structure, all buildings and appurtenances, entrance drive and parking lot, shall be maintained in a neat and clean manner and all litter or trash

removed daily.

f. Lessee shall promptly repair or replace at its own expense, all plumbing, heating, venting, air conditioning equipment, electrical (to include all wiring, lights in and on the pier, building, parking lot and any other non-structural repair(s) needed, including signs).

g. Lessee shall promptly make any needed repairs to entrance drive and parking lot(s), to include resurfacing and re-striping, at its own expense.

h. Lessee shall be responsible for maintaining all grounds, to include landscaping in an attractive, neat appearance at all times, at its own expense.

Paragraph 12 is amended to read as follows:

12. INSURANCE REQUIREMENTS:

Lessee shall secure the following required insurance. Unless Lessee receives prior approval from Lessor, all insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best's Key Rating Guide published A.M. Best & Co., Inc. The Lessor shall be furnished proof of coverage by a certified complete duplicate of all insurance contracts including every endorsement. The complete insurance contracts must be delivered to the Lessor's representative not less than ten (10) days prior to the occupancy of the demised premises. The Lessor shall retain the right to reject all insurance contracts that do not meet the requirements of this lease. The Lessor reserves the right during the term of this contract to request additional certified copies of any insurance contracts to support any Certificates of Insurance. At any time the insurance coverage is unacceptable to the Lessor, the Lessor reserves the right to terminate this contractual agreement. All policies shall be written so that the Lessor will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment, such notice to be given directly to the Lessor representative. All insurance contracts should list Okaloosa County as an Additional Insured. The Lessee shall provide the Lessor current Certificates of Insurance for all policies.

Failure to maintain the required insurance may result in termination of this Lease at

Lessor's option. If Lessee fails to maintain the insurance as set forth herein, Lessor shall have the right, but not the obligation, to purchase said insurance at Lessee's expense.

*No Representation of Coverage Adequacy:* By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability under the indemnities granted to Lessor in this contract.

*Cross-Liability Coverage:* If Lessee's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

*Worker's Compensation Insurance:* The Lessee shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of its employees employed at the leased premises, including supervision, administration or management. Such evidence of insurance shall be furnished the Lessor not less than ten (10) days prior to the occupancy of the demised premises. Such insurance shall comply with the Florida Workers' Compensation statute and any applicable Federal laws and regulations.

*Business Automobile and Public Liability Insurance:* The Lessee shall maintain Business Automobile Liability insurance coverage throughout the life of this lease. The insurance shall include Owned, Non-owned and Hired Motor Vehicle coverage. The Lessee shall carry other Public Liability insurance, including Liquor Liability, against all Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On and Off Premises Operations, Contractual Liability, Board Form Property Damage and Professional Liability. All liability insurance shall be written on insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this lease. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in this section, the Lessee shall notify Lessor representative in writing. The Lessee shall purchase additional liability insurance to maintain the requirements established in this lease. Lessee shall maintain a minimum of \$3,000,000 combined single limits (CSL) for Business Automobile and General Liability coverage. Umbrella or Excess Liability insurance can be

purchased to meet the Limits of Liability specified.

*Notice of Claims Litigation:* The Lessee agrees to report any incident or claim that results from performance of this lease. Within ten (10) days of the Lessee's knowledge, the Lessor representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Lessee becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

Paragraph 21 shall be amended to read as follows:

21) DAMAGE OR DESTRUCTION BY FIRE, WAR, OR ACTS OF GOD:

If the pier structure is destroyed or damaged by fire, acts of war, or acts of God (including rising water or earthquake) to such an extent that it is rendered untenable in whole or in substantial part, with Okaloosa County being declared a disaster area allowing for application and use of federal disaster relief funds for reconstruction or repair, said funds shall be used to repair or rebuild the pier structure. In the event the pier structure is destroyed or damaged by fire, acts of war, or acts of God, including rising water or earthquake, to such an extent that is rendered untenable in whole or in substantial part, and no such federal disaster relief funds are available to repair or rebuild, the tenant shall have the option to repair or rebuild the pier. The Lessee (tenant) shall give Lessor notice of its intent to repair or rebuild within thirty (30) days from the date of damage or destruction, otherwise, this lease shall terminate and become null and void with Lessor retaining any advance rental and any insurance proceeds paid as additional consideration for the execution of this lease. In the event Lessee elects to rebuild or repair, said construction shall be completed within eighteen (18) months from the date of construction or damage, or as reasonably allowable, given the amount of destruction and the reasonable amount of time necessary to complete same. If not completed within 18 months or as reasonably allowed, Lessee shall pay One Hundred Dollars (\$100.00) per day as additional rent until completion of repairs.

Paragraph 22 is amended to read as follows:

22. **PROPERTY INSURANCE:** Lessee will, during the term hereof, at all times have and keep the interest of Lessor in the building or buildings including all additions, alterations, or improvements, on the premises insured against all risk or Special Cause of Loss perils under policies of insurance carried by insurance companies of recognized responsibility and credit and duly authorized to transact business in the State of Florida. The total amount of such insurance shall be in an amount adequate for the reconstruction of the building and improvements, with loss or damage arising under such policies made payable to Lessor. Lessee will deposit such policies as issued from time to time with Lessor.

All amounts received on such policies shall be available to Lessee for the reconstruction or repair, as the case may be, of any such building or buildings. In the event Lessee fails to complete such work in a reasonable time, Lessor shall retain the insurance proceeds as liquidated damages. All property insurance policies shall name Okaloosa County as an additional insured. Solely at its option, Lessee may insure its business property and business interruption exposures. Any coverage for these specific exposures is not subject to the Additional Insured requirement.

ALL OTHER TERMS OF THE ORIGINAL LEASE SHALL REMAIN THE SAME.

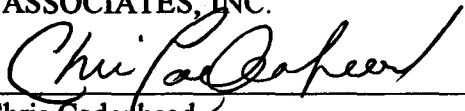
IN WITNESS WHEREOF, Lessee has executed this First Amendment to Pier Lease on the 3rd day of April, 1998 at Destin, Okaloosa County, Florida to be effective between the parties upon acceptance and execution by Lessor.

WITNESSES

  
Printed name Glenn Swiatek

  
Printed name Miriam Sieron

LESSEE:  
PIER ASSOCIATES, INC.

BY   
Chris Cadenhead  
President

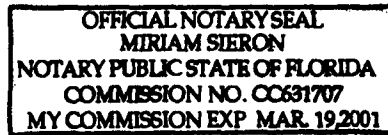
(Seal)

STATE OF FLORIDA  
COUNTY OF OKALOOSA

Before me personally appeared CHRIS CADENHEAD, as President of PIER ASSOCIATES, INC., to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument in the capacity and for the purpose therein expressed.

Witness my hand and official seal this 3rd day of April, 1998.

Miriam Sieron  
Notary Public  
Printed Name and Expiration Date:



IN WITNESS WHEREOF, the Lessor having accepted this First Amendment to Pier Lease by official action on the 7th day of April, 1998, Lessor has hereunto set its hand and seal on this the 7th day of April, 1998.

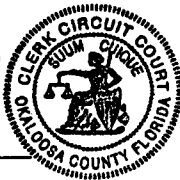
LESSOR:  
OKALOOSA COUNTY, A Political  
Subdivision of the State of Florida

By Ray Sanson  
Ray Sanson, Chairman  
BOARD OF COUNTY COMMISSIONERS

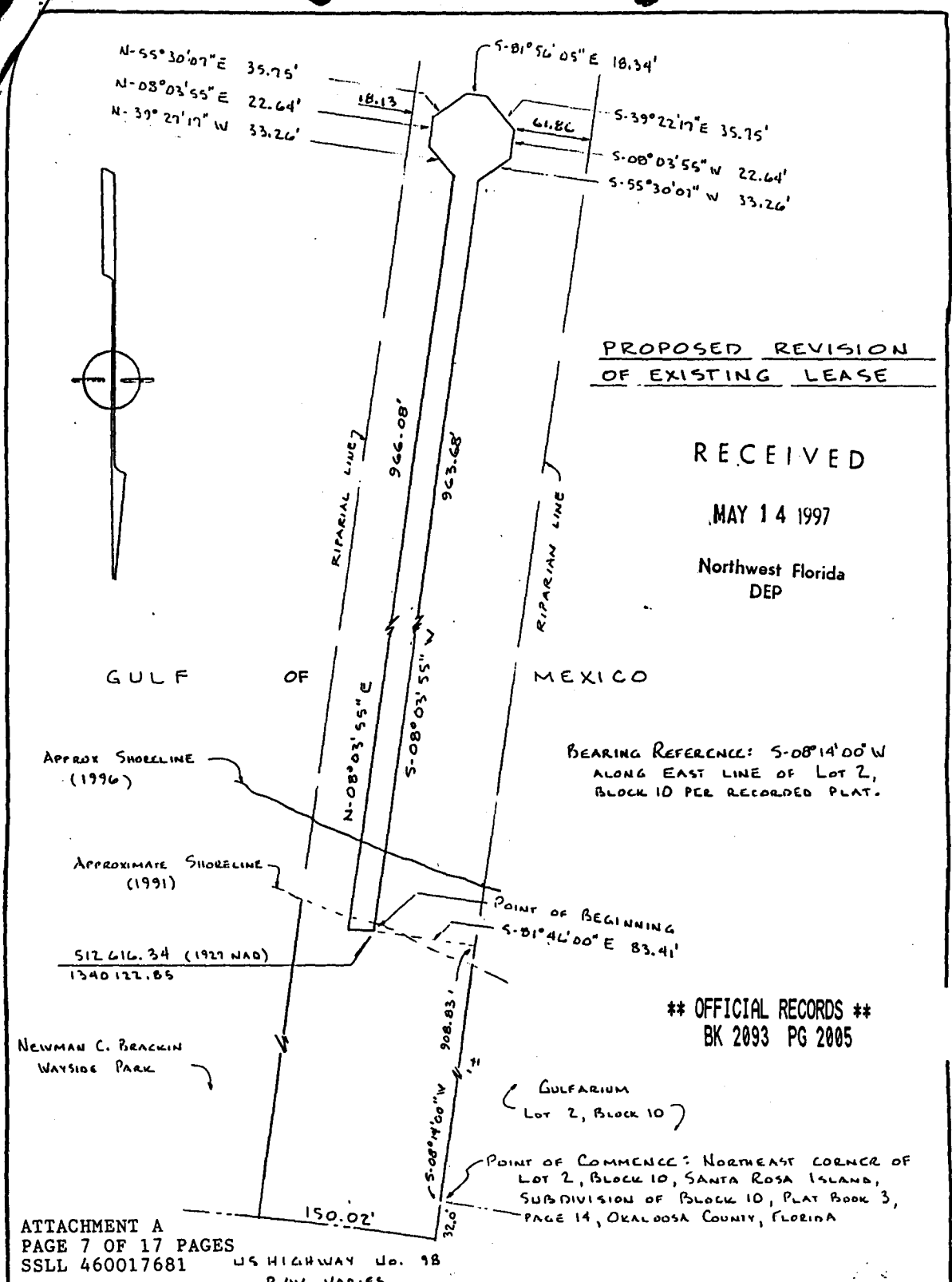


ATTEST:  
NEWMAN C. BRACKIN  
CLERK OF CIRCUIT COURT

By Ang J. Stanford  
Deputy Clerk



Seal



PROPOSED REVISION  
OF EXISTING LEASE

RECEIVED  
MAY 14 1997  
Northwest Florida  
DEP

BEARING REFERENCE: S-08°14'00\"/>

\*\* OFFICIAL RECORDS \*\*  
BK 2093 PG 2005

ATTACHMENT A  
PAGE 7 OF 17 PAGES  
SSLL 460017681 US HIGHWAY No. 98  
R/W VARIES

DESCRIPTION ON SHEET 2

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OKALOOSA COUNTY, FLORIDA

ENCROACHMENTS

SCALE 1"=100' DATE 3 MAY 1997 W.O. # \_\_\_\_\_

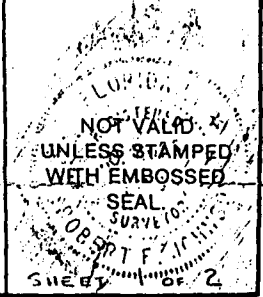
FIELD BOOK REF A-108-91

ORDERED BY OKALOOSA COUNTY

SKETCH OR DESCRIPTION PLOT PLAN

I HEREBY CERTIFY THE HEREON TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF SECTION 472.027 OF THE FLORIDA STATUTES.

*Robert F. Johnson*  
ROBERT F. JOHNSON  
FLORIDA REGISTERED SURVEYOR #4028



**\*\* OFFICIAL RECORDS \*\***  
**BK 2093 PG 2006**

**Description of Submerged Lands**

Commencing at the northeast corner of Lot 2, Block 10, Santa Rosa Island, Subdivision of Block 10, Plat Book 3, Page 14, Okaloosa County, Florida, proceed S-8 degrees 14 minutes 00 seconds W 908.83 feet along the east line of said Lot 2, thence S-81 degrees 46 minutes 00 seconds E 83.41 feet to the POB; Thence S-8 degrees 03 minutes 55 seconds W 963.68 feet, thence S-55 degrees 30 minutes 07 seconds W 33.26 feet, thence S-8 degrees 03 minutes 55 seconds W 22.64 feet, thence S-39 degrees 22 minutes 17 seconds E 35.75 feet, thence S-81 degrees 56 minutes 05 seconds E 18.34 feet, thence N-55 degrees 30 minutes 07 seconds E 35.75 feet, thence N-8 degrees 03 minutes 55 seconds W 22.64 feet, thence N-39 degrees 22 minutes 17 seconds W 33.26 feet, thence N-8 degrees 03 minutes 55 seconds E 966.08 feet, thence N-88 degrees 09 minutes 28 seconds W 22.13 feet to the POB. Contains 23,420.80 square feet.

Bearing reference: Recorded Plat of Santa Rosa Island, Subdivision of Block 10, as recorded in Plat Book 3 at Page 14, Okaloosa County, Florida.

East Line of Block 10 equals S-08 degrees 14 minutes 00 seconds W.

Co-ordinates for Point of Beginning were calculated from information on Coastal Construction Setback line maps dated 17 February 1976 and location of Monuments R-12 and R-13.

**RECEIVED**

**MAY 14 1997**

**Northwest Florida  
DEP**

ATTACHMENT A  
PAGE 8 OF 17 PAGES  
SSLL 460017681

<b>DESCRIPTION</b>	
_____	
BOOK _____	PAGE _____
OKALOOSA COUNTY, FLORIDA	
<b>ENCROACHMENTS</b>	
SCALE _____	DATE <u>8 May 1997</u>
FIELD BOOK _____	W.O. # _____
ORDERED BY <u>OKALOOSA COUNTY</u>	
SKETCH OF DESCRIPTION _____ PLOT PLAN _____	
I HEREBY CERTIFY THE HEREON TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF SECTION 472.027 OF THE FLORIDA STATUTES.	
ROBERT F. JOHNSON FLORIDA REGISTERED SURVEYOR #4028	

NOT VALID  
UNLESS STAMPED  
WITH EMBOSSED  
SEAL

SHEET 2 of 2



001.362, 101.1

CFPI 1205:  
10/1/2011

O F F E R T O L E A S E

The undersigned, hereinafter referred to as Lessee does hereby offer to lease the below described property under the terms and conditions as follows:

L E A S E

This Lease is made and executed in duplicate by and between OKALOOSA COUNTY, a political subdivision of the State of Florida, herein called Lessor, and PIER ASSOCIATES, INC.

of P.O. BOX 99, DESTIN, FL 32541 (address)

herein called Lessee.

1. DESCRIPTION OF PREMISES: Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, the premises and equipment consisting of fixtures located therein located on Okaloosa Island, Okaloosa County, Florida, consisting of the Okaloosa Island Pier and Restaurant, and the parking area appurtenant thereto, and described more particularly as follows:

As per Exhibit A attached hereto.

2. TERM: The term of this lease is twenty five (25) years beginning October 1, 1986.

3. RENT: Lessee covenants and agrees to pay as rent for the premises SIXTY FIVE THOUSAND FIVE HUNDRED

Dollars ( 65,500.00 ) per annum in advance annually, with the first such payment to be submitted by Cashier's or Certified Check with this bid, for each of the first five years of this lease; the aforesaid annual rental shall be increased by 20% for the 6th thru the 10th years of this lease, said payment to be made annually in advance; the aforesaid increased annual rental shall be increased by 20% over and above that for the 6th thru the 10th years of this lease for the 11th thru the 15th years of this lease, said payment

15,500/yr  
10-1-86  
thru  
10-1-90

78,600/yr  
10-1-91  
thru  
10-1-95

894,320/yr  
10-1-96  
thru  
10-1-2000

\$113,184  
10-1-01  
thru  
10-1-05

to be made annually in advance; the aforesaid increased annual rental shall be increased by 20% over and above that for the 11th thru the 15th years of this lease for the 16th thru the 20th years of this lease, said payment to be made annually in advance.

4. USE OF PREMISES, LICENSES: The premises are leased to be open to the general public to be used as a fishing pier, bait and tackle shop, restaurant, lounge, and snack bar. Lessee agrees to restrict the use of the premises to the above purposes, and not to use, or permit the use of, the premises for any other purpose not specifically stated without first obtaining the consent in writing of Lessor.

5. COMPLIANCE WITH LAW: During the continuance of this lease, the leased premises shall not be used for any purpose in violation of any federal, state, county or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statute, ordinance, regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the premises. On the breach of any provision hereof by Lessee, Lessor may at his option terminate this lease forthwith and re-enter and repossess the premises.

6. LESSEE'S RIGHTS AS TO BUSINESS SIGNS: Lessee may, at its own risk and expense, erect or place in a lawful manner signs concerning its business on the exterior walls of the demised premises. Lessee shall maintain such signs in a good state of repair, and shall repair any damage that may have been done to the premises by the erection, existence, or removal of such signs. At the end of the lease term or any renewal thereof, Lessee shall remove the signs at its expense.

7. RIGHT OF LESSEE TO MAKE IMPROVEMENTS OR ALTERATIONS: Lessee shall not improve or alter the demised premises in any manner without the prior written consent of Lessor but shall, before making any improvements or alterations, submit plans and designs therefor to Lessor for his approval. In the event that

the plans and designs are disapproved, such improvements or alterations shall be made only with such changes as may be required by Lessor. All improvements or alterations erected or made on the demised premises shall on expiration or sooner termination of this lease belong to Lessor without compensation to Lessee. However, Lessor shall have the option, to be exercised on expiration or sooner termination of this lease, to require Lessee to remove any or all such improvements or alterations.

8. DUTY TO MAINTAIN PREMISES-IN GENERAL: Lessee agrees, at his own expense, to maintain the leased premises and appurtenances thereto in good repair, and in at least as good condition as that in which they were delivered, ordinary wear and tear, damage by fire or other casualty excepted.

9. AGREEMENT TO SURRENDER PREMISES IN GOOD CONDITION: Lessee, by entry hereunder, accepts the premises as being in good and in sanitary condition, and in good repair. Lessee agrees, on the last day of the term of this lease, or its earlier termination, to surrender the premises to Lessor in the same condition as received, reasonable use and wear, and damage by fire, act of God, or the elements excepted.

10. NO ASSIGNMENT OR SUBLEASE WITHOUT LESSOR'S CONSENT: Lessee shall not assign this lease, or any interest therein, or sublet the leased premises, or any part thereof, or any right or privilege appurtenant thereto, or allow any person other than Lessee and his agents and employees to occupy or use the premises or any part of them, without first obtaining Lessor's written consent thereto. Lessor expressly covenants that such consent shall not be unreasonably or arbitrarily refused. Lessor's consent to one assignment, sublease, or use shall not be a consent to any subsequent assignment or sublease, or occupancy or use by another person. Any unauthorized assignment or sublease shall be void, and shall terminate this lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law without Lessor's written consent.

11. UTILITIES: Lessee shall at Lessee's expense, pay for all water, gas, electric power and all other utilities required by Lessee's operations on the leased premises from and after the commencement of the term hereof.

12. LESSEE TO CARRY LIABILITY INSURANCE: Lessee shall procure and maintain in force during the term of this lease and any extension thereof, at his expense, public liability insurance in companies and through brokers approved by Lessor, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises, in a minimum amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person injured, THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for any one accident, and TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) for property damage. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. In addition, Lessee shall procure and maintain Workmen's Compensation Insurance as required by Florida Statutes. The policies shall be delivered to Lessor for keeping. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least 30 days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, Lessor may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to Lessor as an additional rent instalment for the month following the date on which such premiums are paid.

13. RESTRICTION AGAINST MECHANICS' LIENS-CONSENT OF LESSOR NOT GIVEN: Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the demised premises or

any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised premises or any part thereof.

14. LEASE BREACHED BY LESSEE'S RECEIVERSHIP ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY: Appointment of a receiver to take possession of Lessee's assets (except a receiver appointed at Lessor's request as herein provided), Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this lease.

15. LESSOR'S REMEDIES ON LESSEE'S BREACH: If Lessee breaches this lease, Lessor shall have the following remedies in addition to his other rights and remedies in such event:

a. Reentry: Lessor may reenter the premises immediately, and remove all Lessee's personnel and property therefrom. Lessor may store the property in a public warehouse or at another place of his choosing at Lessee's expense or to Lessee's account.

b. Termination: After reentry, Lessor may terminate the lease on giving 15 days' written notice of such termination to Lessee. Reentry only, without notice of and relet.

Lessor may recover from Lessee on terminating the lease for Lessee's breach all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

c. Appointment of Receiver: After reentry, Lessor may procure the appointment of a receiver to take possession of and collect rents and profits from Lessee's business. If necessary, to collect such rents and profits from Lessee's business. If necessary, to collect such rents and profits the

receiver may carry on Lessee's business and take possession of Lessee's personal property used in the business, including inventory, trade fixtures, and furnishings, and use them in the business without compensating Lessee therefor. Proceedings for appointment of a receiver by Lessor, or the appointment of a receiver and the conducting by him of Lessee's business, shall not terminate this lease unless Lessor has given Lessee written notice of such termination as provided herein.

16. LESSEE TO PAY LESSOR'S ATTORNEYS' FEES: If Lessor files an action to enforce any covenant of this lease, or for breach of any covenant herein, Lessee agrees to pay Lessor reasonable attorneys' fees for the services of Lessor's attorney in the action, such fees to be fixed by the court.

17. MANNER OF GIVING NOTICE: Notices given pursuant to the provisions of this lease, or necessary to carry out its provision shall be in writing, and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's address for this purpose shall be OKALOOSA COUNTY COURTHOUSE, CRESTVIEW, FLORIDA 32536, or such other address as Lessor may designate to Lessee in writing. Notices to Lessee may be addressed to Lessee at the premises leased.

18. EFFECT OF LESSOR'S WAIVER: Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others, or of subsequent breach of the one waived.

19. LEASE APPLICABLE TO SUCCESSORS: This lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

20. TIME OF ESSENCE: Time is of the essence of this lease.

21. DAMAGE OR DESTRUCTION BY FIRE, WAR, OR ACTS OF GOD: If the premises leased herein are destroyed or damaged by fire, acts of war, or acts of God (including rising water or earthquake)

started promptly and prosecuted with reasonable dispatch, and there being no default on the part of Lessee in the performance and observance of the covenants hereof, the Lessor shall, from the amounts received on such policies and as far as is necessary, pay out the amount or amounts by it so received on the estimates of any responsible architect having supervision of such construction or repair and certifying that the amount of such estimate is being applied to the payment of the reasonable cost of such construction. However, in case of a plan of reconstruction being adopted which will require an expenditure of an amount in excess of the amount held by the Lessor, the Lessor may withhold such payments until such time as it is made to appear to its satisfaction that any amount necessary to provide for such reconstruction or repair, according to the plan adopted, in excess of the amount held by the Lessor has been provided for by Lessee and its application for such purposes assured. Any amount remaining in the hands of the Lessor from such source after the restoration or reconstruction of any buildings as herein required shall, if there is at that time no default on the part of Lessee in the performance of the covenants hereof, be paid to Lessee.

In case Lessee elects to rebuild or repair and does not begin the reconstruction or repair of any such building within a period of six months after such destruction or injury by casualty and does not thereafter prosecute the same with such dispatch as would be necessary, in case of the entire reconstruction of the building, to effect completion of the same within a period of eighteen (18) months thereafter, then the amount so received by the Lessor or any balance remaining in its hands, shall be retained as security for the performance and observance by Lessee of the covenants hereof. In this event, no part thereof shall be paid to Lessee or for reconstruction except with the consent of Lessor and after a restoration of the building or buildings, it being the option of Lessor in the meantime to terminate this lease on account of any such default

to such an extent that they are rendered untenable in whole or in substantial part, Lessee has the option of rebuilding or repairing the same. If Lessee elects to rebuild or repair the premises and does so without unnecessary delay, Lessee shall have the option to continue this lease for the remainder of its term upon completion of construction or repairs, with the rent to be abated from the date of damage or destruction to the date of the next commercial utilization of the premises by opening all or any portion of the operations to the general public. Lessee shall give Lessor notice of its intent to repair or rebuild within 30 days from the date of damage or destruction, otherwise this lease shall terminate and be null and void with Lessor retaining any advance rental and any insurance proceeds paid as additional consideration for the execution of this lease. In the event Lessee elects to rebuild or repair, said construction shall be completed within 18 months from the date of destruction or damage. If not completed within 18 months, Lessee shall pay One Hundred Dollars (\$100.00) per day as additional rent until completion of repairs.

22. CASUALTY INSURANCE: Lessee will, during the term hereof, at all times have and keep the interest of Lessor in the building or buildings including all additions, alterations, or improvements, on the premises insured against loss or damage by fire, lightning, windstorm, hail, explosion, riot, and smoke damage under policies of insurance carried by insurance companies of recognized responsibility and credit and duly authorized to transact business in the State of Florida. The total amount of such insurance shall be in an amount adequate for the reconstruction of the building and improvements, with loss or damage arising under such policies made payable to Lessor. Lessee will deposit such policies as issued from time to time with Lessor.

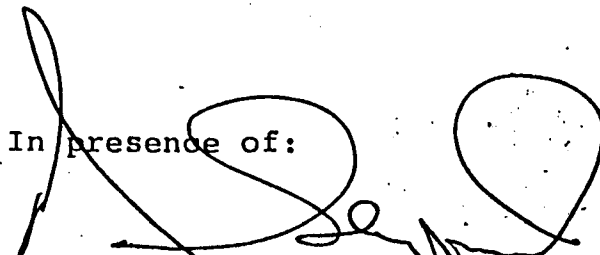
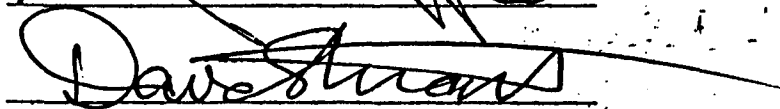
All amounts received on such policies shall be available to Lessee for the reconstruction or repair, as the case may be, of any such building or buildings. In case of the work of reconstruction or repair being approved by Lessor and being



and retain such amount as liquidated damages resulting to it from the failure of Lessee to promptly and within a reasonable time complete such work or reconstruction or repair.

23. INDEMNITY AND HOLD HARMLESS: Lessee shall indemnify and hold harmless Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms of conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements thereon.

IN WITNESS WHEREOF Lessee has executed this Lease and Offer To Lease on this the 23<sup>rd</sup> day of SEPTEMBER 1986, to be the Lease between the parties upon acceptance and execution by Lessor.

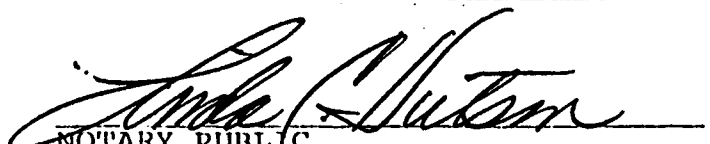
In presence of:  David K. Gibson  
LESSEE  
PIER ASSOCIATES, INC.  


STATE OF FLORIDA

COUNTY OF

Before me personally appeared DAVID GIBSON  
as OFFICER OF PIER ASSOCIATES, INC. to me well known and known to me to the the person described in and who executed the fore-going instrument and acknowledged to and before me that \_\_\_\_\_  
\_\_\_\_\_ executed said instrument in the capacity and for the purpose therein expressed.

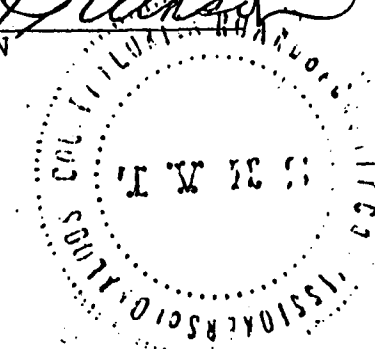
WITNESS my hand and official seal, this the 23<sup>rd</sup> day of SEPTEMBER, 1986.

  
NOTARY PUBLIC  
My Commission Expires:

IN WITNESS WHEREOF, the Lessor having accepted this Offer to Lease and Lease by official action this the 23rd day of September, 1986, Lessor has hereunto set its hand and seal on this the 23rd day of September, 1986.

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

By: Sam Brunson  
SAM BRUNSON  
Chairman



ATTEST:

NEWMAN C. BRACKIN  
CLERK OF CIRCUIT COURT

By: Robert D. McGuire  
Deputy Clerk

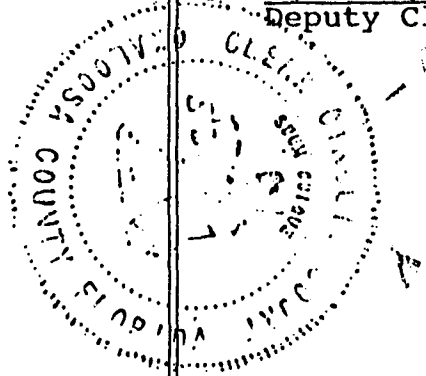


EXHIBIT A

Description:

Upland (from original construction survey)

Commencing at the Northeast corner of Lot 2, SANTA ROSA ISLAND subdivision of Block 10, as recorded in Plat Book 3, Page 14, Public Records of Okaloosa County, Florida, also being the Point of Beginning.

Proceed S 80°14' W along the east line of Block 10 a distance of 845 feet more or less to the mean high water line of the Gulf of Mexico thence easterly along the mean high water line a distance of 150 feet more or less; thence N 80° 14' E a distance of 845 feet more or less to the south right of way line of US Highway 98, thence westerly along the south right of way line a distance of 150 feet more or less to the Point of Beginning.

Contains 2.91 acres more or less.

Sovereign Land (from original permit)

A parcel of sovereignty land abutting upland in Township 2 South Range 23 West, Okaloosa County, being more particularly described as follows:

Commencing at the Northeast corner of Lot 2, SANTA ROSA ISLAND subdivision of Block 10, as recorded in Plat Book 3, Page 14, Public Records of Okaloosa County, Florida.

Proceed S 80°14'W along the east line of Block 10 a distance of 696.0 feet to an Iron Rod, thence South 81° 46' E 51.92 feet thence S 80°14'W 121 feet to point marking the mean high tide line of the Gulf of Mexico and the point of beginning of the sovereignty lands herein described, thence continue S 80°14' W 1170.0 feet , thence S 81°46' E 75.0 feet , thence N 80° 14' E 1170.0 feet to a point marking the mean high tide line, thence N 81° 46' W 75 feet to the point of beginning, containing 87.750 square feet, more or less.