

## **EXHIBIT B**

### **CONTRACT, LEASE, AGREEMENT CONTROL FORM**

**Date: 8/11/2004**

**Contract/Lease Control #: L04-0239-PK30-2**

**Bid #: N/A**

**Contract/Lease Type: EXPENDITURE**

**Award To/Lessee:**

**Lessor: FL DEPARTMENT OF AGRICULTURE**

**Effective Date: 4/7/2004 \$9000.00**

**Term: EXPIRES 5/5/2034**

**Description of Contract/Lease: BLACKWATER RIVER STATE PARK LAND**

**Department Manager: PARKS**

**Department Monitor: J. PUCKETT**

**Monitor's Telephone #: 689-5772**

**Monitor's FAX #: 689-5715**

**Date Closed:**



Florida Department of Agriculture and Consumer Services  
CHARLES H. BRONSON, Commissioner  
The Capitol • Tallahassee, FL 32399-0800

Please Respond to:

Division of Forestry  
Forest Management Bureau  
3125 Conner Blvd. C-25  
Tallahassee, FL 32399-1650  
Telephone: (850) 488-7616  
Fax: (850) 921-6724

FM/LANDS  
BRSF

August 2, 2004

Mr. James Puckett  
Okaloosa County Parks Coordinator  
1759 Ferdon Boulevard  
Crestview, FL 32536

104-0239-PK30-2  
LESSOR: FL DEPT OF AGRICULTURE  
BLACKWATER RIVER STATE  
PARK LAND  
EXPIRES: 5/5/2034

Dear James:

Please find enclosed an original of a Sublease Agreement with Okaloosa County that has been fully executed by all parties and is provided for your files.

Thank you for your attention to this matter. Should you have any concerns please give Blackwater Forestry Center Manager Sonny Greene or myself a call at 850/414-9915.

Sincerely,

**CHARLES H. BRONSON**  
**COMMISSIONER OF AGRICULTURE**

David Speake  
State Lands Planning Administrator

Enclosures (1)

cc: Sonny Greene, w/enc.  
Beth Vaughn



**Florida Agriculture and Forest Products**  
\$62 Billion for Florida's Economy

Okaloosa County Board of Commissioners

SUBLEASE AGREEMENT

Sublease Number 3686-06

THIS SUBLEASE AGREEMENT is made and entered into this 7th day of April, 2004, between the STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, hereinafter referred to as "SUBLESSOR", and OKALOOSA COUNTY, FLORIDA, hereinafter referred to as "SUBLESSEE".

WITNESSETH

In consideration of the covenants and conditions set forth herein SUBLESSOR subleases the below-described premises to SUBLESSEE on the following terms and conditions:

1. ACKNOWLEDGMENTS: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR as the Blackwater River State Forest under TRUSTEES' Lease No. 3686 (formerly Lease No. 2346).
2. DESCRIPTION OF PREMISES: The property subject to this sublease contains approximately 25 acres, is situated in the County of Okaloosa, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter called the "subleased premises".
3. SUBLEASE TERM: The term of this sublease shall be for a period of 30 years commencing on May 6, 2004 and ending on May 5, 2034, unless sooner terminated pursuant to the provisions of this sublease.
4. PURPOSE: SUBLESSEE shall manage the subleased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this sublease.
5. CONFORMITY: This sublease shall conform to all terms and

conditions of TRUSTEES' Lease No. 3686 (formerly Lease No. 2346) between the TRUSTEES and SUBLESSOR dated November 22, 1968, a copy of which is available upon request and SUBLESSEE shall, through its agents and employees, prevent the unauthorized use of the property or any use thereof not in conformance with this sublease.

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

7. MANAGEMENT PLAN: The Management Plan required under TRUSTEES' Lease No. 3686 (formerly Lease No. 2346) and prepared in accordance with subsection 18-2.021(4) Florida Administrative Code shall cover management and use of the subleased premises. SUBLESSEE shall cooperate with SUBLESSOR on preparation of aforementioned plan by providing a site plan for the subleased premises. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of the TRUSTEES and SUBLESSOR until the Management Plan is approved. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by the TRUSTEES at the time of acquisition which established the primary public purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and TRUSTEES at least every ten years. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the advance written approval of the TRUSTEES, DISTRICT and SUBLESSOR. The Management Plan prepared under this sublease shall identify management

strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

8. ASSIGNMENT: This sublease shall not be assigned in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR. Any assignment made either in whole or in part without the prior written consent of the TRUSTEES and SUBLESSOR shall be void and without legal effect.

9. RIGHT OF INSPECTION: The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations of SUBLESSEE in any matter pertaining to this sublease.

10. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees other than non-native species, shall be removed or major land alterations done by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE and may be removed by SUBLESSEE upon termination of this sublease.

11. INSURANCE REQUIREMENTS: SUBLESSEE is self-insured and shall be financially responsible for any loss due to failure to obtain insurance coverage for any improvements or structures located on the subleased premises. SUBLESSEE'S failure to maintain self-insurance shall constitute a breach of this Sublease.

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

13. PAYMENT OF TAXES AND ASSESSMENTS: SUBLESSEE shall assume full

responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

14. SIGNS: SUBLESSEE shall insure that the subleased premises are identified as being publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising and shall erect signs identifying the facility as being open to the public. If federal grants or funds are used by SUBLESSEE for any project on the subleased premises SUBLESSEE shall erect signs identifying the subleased premises as a federally assisted project.

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

16. TIME: Time is expressly declared to be of the essence of this sublease.

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

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

19. RIGHT OF AUDIT: SUBLESSEE shall make available to SUBLESSOR and the TRUSTEES all financial and other records relating to this sublease and SUBLESSOR and the TRUSTEES shall have the right to either audit such records at any reasonable time or require the submittal of an independent audit by a Certified Public Accountant. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow

public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

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

21. CONDITION OF PROPERTY: SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for planning, bidding, contracting, permitting, restoration, construction, and the use, care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

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

SUBLESSOR:           Michael C. Long  
                          Division of Forestry  
                          Department of Agriculture  
                          and Consumer Services  
                          3125 Conner Boulevard  
                          Tallahassee, Fl 32399-1650

SUBLESSEE:           James Puckett  
                          Okaloosa County Parks Coordinator  
                          1759 Ferdon Boulevard  
                          Crestview, Fl 32536

23. BREACH OF COVENANTS TERMS, OR CONDITIONS: Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of

receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises and attorneys' fees or maintain this sublease in full force and effect and exercise all rights and remedies conferred upon SUBLESSOR herein.

24. DAMAGE TO THE PREMISES: (a) ~~LESSEE~~<sup>SUBLESSEE</sup> shall not do, or suffer to be done, in, on, or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof.

(b) ~~LESSEE~~<sup>SUBLESSEE</sup> shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of ~~LESSEE'S~~<sup>SUBLESSEE'S</sup> failure to comply with this paragraph, ~~LESSEE~~<sup>SUBLESSEE</sup> shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by ~~LESSEE'S~~<sup>SUBLESSEE'S</sup> such failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to



restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. ~~LESSOR'S~~ <sup>SUBLESSEE'S</sup> obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of ~~LESSOR~~ <sup>SUBLESSEE</sup> as set forth herein. Nothing herein shall relieve ~~LESSOR~~ <sup>SUBLESSEE</sup> of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by ~~LESSOR'S~~ <sup>SUBLESSEE'S</sup> activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, ~~LESSOR~~ <sup>SUBLESSEE</sup> shall report such violation to all applicable governmental agencies having jurisdiction, and to ~~LESSOR~~ <sup>SUBLESSOR</sup>, all within the reporting periods of the applicable agencies.

25. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, ~~LESSOR~~ <sup>SUBLESSEE</sup> shall provide ~~LESSOR~~ <sup>SUBLESSOR</sup> with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

26. SURRENDER OF PREMISES: Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications to the subleased premises, shall become the property of the TRUSTEES and

SUBLESSOR, unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If the subleased premises and improvements located thereon do not meet all conditions as set forth in paragraphs 18 and 36 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

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

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

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

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the subleased premises is held by the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

31. CONDITIONS AND COVENANTS: All of the provisions of this sublease shall be deemed covenants running with the land included in the

subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

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

33. ENTIRE UNDERSTANDING: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

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

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

36. MAINTENANCE OF IMPROVEMENTS: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved Management Plan, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers, and the like in as good condition as the same may be on the effective date of this sublease; provided, however, that any removal, closure, etc., of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, and enhancement of the natural and historical resources within the subleased premises and with the approved Management Plan.

37. COMPLIANCE WITH LAWS: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations,

ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

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

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

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

41. ADMINISTRATIVE FEE: SUBLESSEE shall pay TRUSTEES an annual administrative fee of \$300 pursuant to subsection 18-2.021(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this sublease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this sublease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

42. SPECIAL CONDITION: The following special condition shall apply to this sublease.

1. SUBLESSOR shall continue to be able to manage forest resources on the subleased premises including use of prescribe burning, provided that, upon consultation with SUBLESSEE, such resource management is determined to not interfere with resource based public outdoor recreational use.

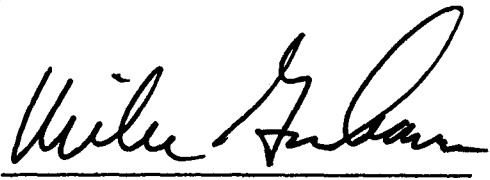
2. Upon execution of this Sublease Agreement by SUBLESSOR and SUBLESSEE, the Memorandum of Agreement that is FDACS Contract #

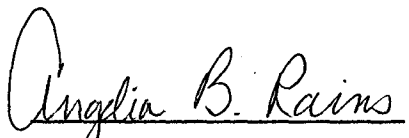
008708 shall become null and void.

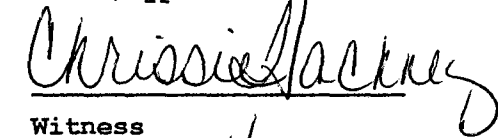
IN WITNESS WHEREOF, the parties have caused this sublease to be executed on the day and year first above written.

"SUBLESSOR"

STATE OF FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER SERVICES

By:   
Mike Gresham, Director  
Division of Administration

  
Witness  
Angelia B. Rains  
Print/Type Witness Name

  
Witness  
Chrissie Hackney  
Print/Type Witness Name

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30th  
day of June 2004, by Mike Gresham, as Director of Division  
of Administration, who is personally known to me or who produced  
\_\_\_\_\_ as identification.

Karen A. Meyer  
Notary Public, State of Florida

KAREN A. MEYER  
Print/Type Notary Name



Karen A. Meyer  
MY COMMISSION # CC949622 EXPIRES  
October 20, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

Commission Number: #CC949622

Commission Expires: 10/20/2004

"SUBLESSEE"

OKALOOSA COUNTY, FLORIDA  
By its Board of County  
Commissioners

Teresa Ward

Witness  
Teresa Ward

Print/Type Witness Name

Witness

Print/Type Witness Name

By: Elaine Tucker 

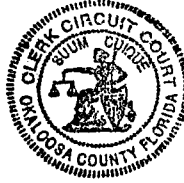
Elaine Tucker

Print/Type Name

Title: Chairman

(OFFICIAL SEAL)

Attest: Gary J. Stanford



Gary J. Stanford

Print/Type Name

Finance Director

Title:

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 19<sup>th</sup>  
day of May,  
2004, by Claine Tucker and Gary Stanford, as  
Co. Comm and Finance Director, respectively, on  
behalf of the Board of County Commissioners of Okaloosa County,  
Florida. They are personally known to me.

Notary Public, State of Florida

Florida

(SEAL)

Print/Type Notary Name

Jean A. Walker

Commission Number:

Commission Expires:



Jean A. Walker  
MY COMMISSION # DD230003 EXPIRES  
October 27, 2007  
BONDED THRU TROY FAIN INSURANCE, INC

Consented to by the TRUSTEES on 28 day of July 2004.

Gloria C. Nelson

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

Approved as to Form and Legality

By:

Samuel J. Juki

DEP Attorney



EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBLEASED PREMISES

This site is located on the west side of the Blackwater River and south of State Road 4. This site comprises approximately 25 acres. The legal description of this property is the South 2000 feet of the E ½ of the SW ¼ of Section 32, Township 4 North, Range 25 West, lying west of the Blackwater River, located on the Blackwater River State Forest in Okaloosa County, Florida.