

**AMENDED LEASE**

1<sup>st</sup> October

BCC RECORDS  
M. Everton

This Amended Lease entered into this 19<sup>th</sup> day of July, 2022, by and between, **DESTIN WATER USERS, INC.**, a Florida Non-Profit Corporation, herein referred to as "Lessor", and **OKALOOSA COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, herein referred to as "Lessee".

**WHEREAS**, the parties entered into a lease, dated January 6, 2015, for Lessee to store beach cleaning equipment, vehicles, trash containers, solid waste and establish a portable fueling station (the "Lease"); and

**WHEREAS**, the parties wish to amend the Lease to modify the term and fees with an effective date of October 1, 2022.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Section Two of the Lease is amended as follows:

**SECTION TWO**  
**TERM, RENT AND TAXES**

Lessee shall pay to Lessor for the use and occupancy of that certain property, as shown in the attached Addendum "A", in conjunction with a non-exclusive right of use for ingress and egress to the Leased Parcel over that area as shown on the attached Addendum "A" the total sum of \$16,250.00 per year, which shall be made in a lump sum payment to the Lessor within forty-five (45) days of the start of each Lease term. Lessee is a political subdivision of the State of Florida that will be using the Leased Parcel for public and governmental purposes and as such would be exempt from any taxes. To the extent that the Lessor is obligated to pay sales taxes on the lease payments for which Lessee is not exempt and otherwise legally obligated to pay pursuant to existing law then Lessee shall reimburse such amounts after final determination by the appropriate state agency that the sales tax payments are due. The amount paid by Lessee shall be increased annually to reflect the increase in CPI as set forth in Section 4 of the Lease Agreement between Okaloosa County and Destin Water Users, Inc. at the Destin Executive Airport (Lease # L15-0413-AP).

The initial term of the Lease shall begin on the 1st day of January, 2015, and end on the 30th day of September, 2015 and the annual rental amount shall be prorated to the sum of \$8,437.50. Thereafter, the Lease shall automatically renew for additional two-year terms at the annual rental rate set forth above unless a party provides notice of termination or non-renewal under Section Twelve of the Lease. Further, the Lessor reserves the right to adjust the annual rental and use amount set forth above based upon independent appraisals conducted every two years with such proposed adjusted annual payment amount provided to the Lessee not less than One Hundred and Twenty (120) days prior to the end of the Lease term then in effect.

**LEASE #: L15-0419-PW**  
**DESTIN WATER USERS, INC.**  
**STORAGE OF BEACH CLEANING**  
**EQUIPMENT**  
**EXPIRES: 10/01/2023 W/ ANNUAL**  
**RENEWALS**

2. Section Twelve of the Lease is hereby amended as follows:

**SECTION TWELVE**  
**LEASE TERMINATION**

Either party may terminate the Lease upon the expiration of the Lease term then in effect, by providing the other party with written notice of non-renewal or termination, which shall be provided not less than One Hundred Eighty (180) days prior to the end of the Lease term then in effect.

3. Except as specifically modified herein, all terms and conditions of the Lease, and any amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Lease this \_\_\_

BCC RECORDS  
M. Everton

19<sup>th</sup> day of July <sup>October</sup>, 2022.

In the Presence of:

Mayhew Lawson  
Rachel Green

DESTIN WATER USERS, INC.

Lockwood Werner  
BY: LOCKWOOD WERNER  
General Manager (Title)

ATTEST:

[Signature]  
Secretary

ATTEST:

[Signature]  
J.D. Peacock II, Clerk of Court

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

[Signature]  
Mel Ponder, Chairman

