

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 3/18/16

Contract/Lease Control #: L92-0121-BCC36-29

Bid #: N/A

Contract/Lease Type: REVENUE

Award To/Lessee: SURFSIDE VENTURES

Lessor: OKALOOSA COUNTY

LEASE # L92-0121-BCC
SURFSIDE VENTURE
BOARDWALK PARADISE / WAYSIDE PARK
EXPIRES: 12/01/2022

Effective Date: 5/5/92

Term: EXPIRES 4/1/2029

12/31/2039

Description of Contract/Lease: WAYSIDE PARK

Department Manager: ADMINISTRATIVE SERVICES

Department Monitor: J. CURRY

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed: _____

6/20

BONEZZI DEVELOPMENT
P.O. BOX 5497
DUSTIN, FL 32540

CERTIFIED A TRUE
AND CORRECT COPY

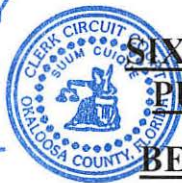
JD PEACOCK II
CLERK CIRCUIT COURT

BY

Jessie Ward
DEPUTY CLERK

DATE

March 18, 2016



**SIXTH AMENDMENT TO
PUBLIC PARK LEASE**

**BETWEEN OKALOOSA
COUNTY AND SURFSIDE
VENTURES, INC.**

This SIXTH AMENDMENT TO PUBLIC PARK LEASE (the "Sixth Amendment") is hereby entered into between the Board of County Commissioners of Okaloosa County (the "County") and Surfside Ventures, Inc. ("Surfside").

WHEREAS, the County, and Paradise Parks, Inc., the predecessor to Surfside, entered into a Public Park Lease on May 5, 1992, as recorded in Official Records Book 1729, at Page 490 (hereafter called the "Initial Lease"); and

WHEREAS, the Initial Lease was amended pursuant to certain agreement dated March 2, 1993, and recorded in Official Records Book 1730, at Page 335 (the "First Amendment"); and

WHEREAS, on June 23, 1998, the Initial Lease was amended which approved the transfer of the leasehold interest from Paradise to Surfside Ventures, Inc., and agreed in consideration for Surfside maintaining the lake property commonly known as Kiwanis Club of Fort Walton Beach Lake, to extent the Initial Lease for a period of thirty (30) years commencing December 1, 1992 as set forth in Minute Book 42, at Page 19 of the Official Minutes of the Board of County Commissioners of Okaloosa County (the "Second Amendment"). Under the Second Amendment, the Initial lease, as amended, would terminate on November 30, 2022; and

WHEREAS, the Initial Lease was subsequently amended by an "Amendment to Public Park Lease" which was executed by the County on March 21, 2000 and by Surfside on April 19, 2000 (the "Third Amendment"). The Third Amendment is recorded in Official Record Book 2253, at Page 1153 of the Official Records of Okaloosa County, Florida. The Third Amendment, among other things, modified the Initial Lease as to the rent amounts, extended the Initial Lease for a terms of thirty (30) years beginning January 1, 1999, provided the approved development plans to construct space for the Okaloosa County Sheriff's Department and Okaloosa County Emergency Medical Services Substation or

other uses, set forth the responsibility for the provision of lifeguard services and required the provision of maintenance services; and

WHEREAS, the Initial Lease, as amended was approve by the Board of County Commissioners at its meeting held on October 17, 2000 and recorded in Minute Book 44, at Page 394 of the Official Minutes of the Board of County Commissioners of Okaloosa County which reduced the gross square footage of space at the Okaloosa Island Boardwalk by 2500 square feet (the "Fourth Amendment"); and

WHEREAS, the Initial Lease was amended by the approval of an "Agreement and Stipulation" on November 25, 2001 which is recorded in Official Record Book 2328, at Page 2747 of the Official Records of Okaloosa County, Florida (the "Fifth Amendment"). The Fifth Amendment modified the time period for the construction of the substation and modified the rent that the County would pay for that space; and

WHEREAS, the parties desire to amend the Initial Lease, as amended, to provide an additional extension of time for the expiration of the Initial Lease, as amended, and to modify the rental rates to more closely address the market value of the leasehold interests granted hereunder.

NOW THEREFORE, the County and Surfside do agree to amend the Initial Lease, as subsequently amended, to provide as follows:

Section 1. Section 2 of the Initial Lease is hereby amended to read as follows in its entirety:

Section 2. TERM: The term of this lease shall be extended for an additional ten (10) years beyond the expiration of the Initial Lease, as amended by the Third Amendment. The term of the lease granted by the Third Amendment extended the Initial Lease from January 1, 1999 and would expire on December 31, 2029. That term is now further extended for the period of January 1, 2030 and will expire on December 31, 2039.

Section 2. Section 3 of the Initial Lease, as previously amended, is further amended to read as follows in its entirety:

Section 3. RENT: Surfside shall pay as rent in the following amounts:

1. For the period of the amount of January 1, 2016 to December 31, 2016, Surfside, or its successors in interests or assignees, shall pay the annual amount of \$71,740.18. If such amount has been paid to the County for this period prior to the entry of this Sixth Amendment, then Surfside shall receive a full credit for this amount.
2. The Rent under this Initial Lease, as amended, shall be as follows:
 - a. Beginning for the term of January 1, 2017 to December 31, 2021, and for the next four years thereafter, the base rent shall be \$250,000 per annum.
 - b. Beginning in annual term year of January 1, 2022 through December 31, 2022, and for the next four years thereafter, the base rent shall be increased each year by two percent (2%) per year.
 - c. Beginning in annual term year of January 1, 2027 through December 31, 2027, and for the next four years thereafter, the base rent shall be increased each year by three percent (3%) per year.
 - d. Beginning in annual term year of January 1, 2032 through December 31, 2032 and through the end of the term on December 31, 2039, the base rent shall be increased each year by three and one half percent (3.5%) per year.

3. All annual payments for Rent shall be paid prior to October 1 of each year for the upcoming January 1 through December 31 annual term (the "Due Date"). In the event that Surfside fails to pay the Rent prior to the October 1 Due Date, nor pays within the ten (10) days thereafter (the "Grace Period"), then that failure to pay the Rent shall be deemed a breach of the Initial Lease, as amended. In the event that there is a breach based upon the failure to pay the Rent, the County shall provide notice of the failure to pay. Surfside shall have fifteen (15) days from receipt of the notice to cure the breach by paying the Rent amounts due in full, along with a penalty of ten percent (10%) on the outstanding amount due (the "Cure Period"). If Surfside fails to cure the default within the fifteen day Cure Period then the County may terminate the lease with notice to Surfside and take immediate possession of the Property.

4. The annual Rent amounts shall be paid in full. The amounts due for the remainder of the term of the Initial Lease, as amended, with the application of the various adjustments as set forth herein, shall be as follows:

RENTAL PERIOD	AMOUNT OF RENT DUE
January 1, 2017 to December 31, 2017	\$250,000.00
January 1, 2018 to December 31, 2018	\$250,000.00
January 1, 2019 to December 31, 2019	\$250,000.00
January 1, 2020 to December 31, 2020	\$250,000.00
January 1, 2021 to December 31, 2021	\$250,000.00
January 1, 2022 to December 31, 2022	\$255,000.00
January 1, 2023 to December 31, 2023	\$260,100.00
January 1, 2024 to December 31, 2024	\$265,302.00
January 1, 2025 to December 31, 2025	\$270,608.00
January 1, 2026 to December 31, 2026	\$276,020.00
January 1, 2027 to December 31, 2027	\$284,301.00
January 1, 2028 to December 31, 2028	\$292,830.00
January 1, 2029 to December 31, 2029	\$301,615.00
January 1, 2030 to December 31, 2030	\$310,663.00
January 1, 2031 to December 31, 2031	\$319,983.00
January 1, 2032 to December 31, 2032	\$331,182.00
January 1, 2033 to December 31, 2033	\$342,773.00
January 1, 2034 to December 31, 2034	\$354,770.00
January 1, 2035 to December 31, 2035	\$367,187.00
January 1, 2036 to December 31, 2036	\$380,039.00
January 1, 2037 to December 31, 2037	\$393,340.00
January 1, 2038 to December 31, 2038	\$407,107.00
January 1, 2039 to December 31, 2039	\$421,356.00

5. In addition to the above rental amounts, Surfside shall be responsible for and agree to pay any State sales tax or any other tax, assessment or surcharge on the Rent paid or any other consideration of the Initial Lease, as amended, paid to the County, plus any ad valorem, intangible, or other tax or assessment imposed by the State or Federal law or regulation, or any County ordinance or requirement. Surfside shall also pay to the appropriate entity any other charges that are imposed based upon the activities of Surfside on the Property, including the activities of its sublessees or assigns.

Section 3. All other terms and provisions of the Initial Lease, as subsequently amended, shall remain in force and effect to the extent that they have not been altered or are otherwise inconsistent with the Sixth Amendment.

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY



By: Charles K. Windes, Jr.

Charles K. Windes, Jr.

Chairman

March 15, 2016

ATTEST:

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



SURFSIDE VENTURES, INC.

Jill Graham
Witness Jill Graham

By: Robert Bonezzi
Robert Bonezzi

Nick Sarver
Witness Nick Sarver

Its: As its President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 4th day of March, 2016, by Robert Bonezzi, the President of Surfside Ventures, Inc.

Jill R. Graham
(Signature of Notary Public)

Jill Graham
(Print Name of Notary Public)

[SEAL]



(Commission Number)
✓ Personally Known or _____ Produced _____ as identification.

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 2/6/2001

Contract/Lease Control #: L92-0121-BCC36-29

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

Award To/Lessee: SURFSIDE VENTURES

Lessor: OKALOOSA COUNTY

Effective Date: 5/5/92

Term: EXPIRES 12/1/22 2/2/11 30 YEARS FROM 12/1/92, BCC APPROVED 5/15/2001

Description of Contract/Lease: WAYSIDE PARK

Department Manager: ADMINISTRATIVE SERVICES

Department Monitor: J. CURRY

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed: _____

6/20

BONEZZI DEVELOPMENT
P.O. BOX 5497
DESTIN, FL 32540



BONEDEV-01

JMARTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2016

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).

PRODUCER Acentria, Inc - Destin Office 4634 Gulfstarr Drive Destin, FL 32541	CONTACT NAME: PHONE (A/C, No, Ext): (850) 650-1950 FAX (A/C, No): (850) 650-9288 E-MAIL ADDRESS:														
INSURED Surfside Ventures dba Surfside Ventures Real Estate 988 Airport Road Destin, FL 32541	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Rockhill Insurance Company</td><td>28053</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></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Rockhill Insurance Company	28053	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GENL01541000	12/31/2015	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILIT \$ 1,000,000
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	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: 1450 Miracle Strip Parkway, Fort Walton Beach, FL 32548

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
Parks Coordinator
Amy Allen
5489 Old Bethel Road
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



BONEDEV-01

JMARTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2016

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REVISION NUMBER:

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

Re: 1450 Miracle Strip Parkway, Fort Walton Beach, FL 32548

CERTIFICATE HOLDER

CANCELLATION

Okaloosa County
Parks Coordinator
Amy Allen
5489 Old Bethel Road
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2014

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.

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PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Surfside Management Group, LLC; Resarpark, Inc. DBA Crab Trap; Surfside Ventures DBA Crab Trap II P.O. Box 5497 Destin, FL 32540	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Lexington Insurance Company	19437
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** HNQVNY8F **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.

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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is Additional Insured as respects General Liability (Landlord), as required by written contract.

CERTIFICATE HOLDER

Okaloosa Board of County Commissioners
302 N. Wilson St., Suite #302
Crestview, FL 32536

L92-0121-BCC

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.

AUTHORIZED REPRESENTATIVE

Ronald B. Williams

#421 XX

7350

(Bid Form)

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:

** OFFICIAL RECORDS **
BK 1729 PG 490

PUBLIC PARK 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 Paradise Parks, Inc. of Fort Walton Bch., Fla 32548 (address), herein called Lessee.

1. DESCRIPTION OF PREMISES-EXCEPTIONS: Lessor leases to Lessee, and Lessee hires from Lessor, as herein provided, its interest in the real property and improvements located thereon as described as follows:

As per Exhibit A attached hereto.

Lessee specifically acknowledges that it is aware of the lease or oral arrangement between Lessor and the Kiwanis Club of Fort Walton Beach and that the property comprising the lake and the surrounding area necessary for the utilization thereof is not a portion of the property hereby leased.

Lessee further specifically acknowledges that it has researched the title to the above described property and that it is only leasing the interests of Lessor in said tract subject to all outstanding interests, restrictions or encumbrances of record, and that Lessor does not warrant title or any specific interest in the same.

Lessee further acknowledges that portions of the above described property are utilized for retention ponds, and Lessee agrees that it shall not interrupt or

disturb the utilization of the same by Lessor for said purpose or aggravate the drainage system for the parcel of property or adjoining properties

Lessee has inspected the aforesaid property and leases the same in an "as is" condition.

Lessee is aware of the fact that a portion of the property is leased or owned by the Florida Department of Transportation and covenants not to disturb or otherwise interfere with the continued utilization thereof.

**** OFFICIAL RECORDS ****
BK 1729 PG 491

2. TERM: The term of this lease is twenty five (25) years commencing on the date of execution hereof by Lessor.

3. RENT: Lessee covenants and agrees to pay as rent for the premises *Fifty Seven Thousand Six Hundred Twelve & 7/10* Dollars (\$ 57,612⁰⁰) 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 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 payments 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 payments to be made annually in advance; the aforesaid increased annual rental shall be increased by 20% over and above that for the 16th thru the 20th years of this Lease for the 21st thru the 25th years of this Lease. As additional rent or consideration, Lessee covenants

and agrees to pay any State sales or other tax on the rent or other consideration paid to Lessor, plus any ad valorem, intangible, or other tax or assessment imposed by State, Federal, or County law, or Ordinance.

4. USE OF PREMISES: The premises are leased to be open to the general public as a public park. Lessee shall submit a proposed plan of development of the park with this bid, which plan shall constitute a part of this Lease. Lessee agrees to restrict the use of the premises to the purposes proposed in the said plan 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. **** OFFICIAL RECORDS ****
BK 1729 PG 492

5. COMPLIANCE WITH LAW: During the continuance of this Lease, the leased premises shall not be used for any purpose or construction shall not be commenced or pursued 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 or the construction thereon. On the breach of any provision hereof by Lessee, Lessor may at its option terminate this Lease forthwith and re-enter and repossess the premises.

6. LESSEE'S RIGHTS AS TO SIGNS: Lessee may, at its own risk and expense, erect or place in a lawful manner signs concerning its activities on the premises. Such signs shall always indicate that the leased premises are a public park. 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 if requested to do so by Lessor.

**** OFFICIAL RECORDS ****
BK 1729 PG 493

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 its approval, including a proposed time schedule for completion. 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 its own expense, to maintain the leased premises and appurtenances thereto in good condition and repair. Lessee agrees to keep the beach and grounds in a clean and orderly condition at all times, this requirement being essential to the continued validity of this Lease.

9. OUTSTANDING CONTRACTS - ASSUMPTION-

LIFEGUARDS: Lessor has an outstanding contract for lifeguard services to the demised premises. Lessee agrees to comply with said contract and to assume and pay the portion of the contract for the demised premises, said payment to be made to the contractor when due pursuant to the said contract. In addition, Lessee agrees that it shall provide at its own expense lifeguard services in a similar fashion to that being

currently provided to protect the public at said park commencing on the second Saturday in March and shall continue on all weekends, Saturday and Sunday, during March, April, and May including Good Friday, and shall continue on a daily basis beginning June 1 thru Labor Day, thence on weekends through the second weekend in October, during each annual term of this Lease. This service shall be expanded by Lessee if the need arises.

10. NO ASSIGNMENT OR SUBLEASE WITHOUT LESSOR'S CONSENT: Lessee shall not assign this Lease, or any interest herein, or sublet the leased premises, or any part thereof, or any right or privilege appurtenant thereto, or allow any person other than Lessee and its agents and employees to use the premises or any part of them, without first obtaining Lessor's written consent thereto. 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. Lessee shall keep a current list of all its stockholders or partners filed with Lessor.

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

12. OPENING AND CLOSING TIMES: Lessee shall keep the park open at all times unless the written consent of Lessor is obtained to close the same during certain periods of time.

13. INSURANCE REQUIREMENTS: Lessee shall procure and maintain in force during the term of this Lease and any extension hereof, at its 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 TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for each person injured, FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) per occurrence, and FIFTY THOUSAND DOLLARS (\$50,000.00) for property damage, or such other amount as may be required by Subsection (5) of Florida Statutes Section 768.28 (1991) as may be amended from time to time, whichever amount is greater. Such insurance policy shall name Okaloosa County as an insured, and shall insure any liability which Okaloosa County may have. 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 hereof, Lessor may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to Lessor as additional rent at the next annual rental payment.

14. 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 the 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.

**** OFFICIAL RECORDS ****
BK 1729 PG 496

15. 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 the benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this Lease.

16. 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 as provided by law 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 this Lease on giving 15 days' written notice of such termination to Lessee.

Lessor may recover from Lessee on terminating this Lease for Lessee's breach all damages proximately resulting from the breach, including but not limited to 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.

== OFFICIAL RECORDS ==
BK 1729 PG 497

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 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 the 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 written notice of such termination as provided herein.

17. 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's reasonable attorney's fees for the services of Lessor's attorney in the action, such fees to be fixed by the Court.

18. MANNER OF GIVING NOTICE: Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions 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 Chairman, Board of County Commissioners, Okaloosa County Courthouse, Crestview, Florida 32536. Notices to Lessee shall be to the address first above given, or may be to Lessee at the premises leased.

19. EFFECT OF LESSOR'S WAIVER: Lessor's waiver of a breach of any one covenant or condition of this Lease shall not be deemed a waiver of breach of others, or of a subsequent breach of the one waived.

20. 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.

21. TIME OF ESSENCE: Time is of the essence of this Lease.

OFFICIAL RECORD
BK 1729 PG 478

22. 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 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 recommence paying the rental as herein provided. ** OFFICIAL RECORDS **
BK 1729 PG 499

23. 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, rising water, 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 buildings 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 buildings or improvements. In case of the work of reconstruction or repair being approved by Lessor and being 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 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 or improvements as herein required shall, if there is at the 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 damage by casualty and does not thereafter prosecute the same with such dispatch as would be necessary, in case of the entire reconstruction of the buildings or improvements, 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 buildings or improvements, it being the option of Lessor in the meantime to terminate this lease on account of such default 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.

**** OFFICIAL RECORDS ****
BK 1729 PG 500

24. INDEMNITY AND HOLD HARMLESS: Lessee shall indemnify and hold harmless Lessor against all expenses, liabilities, and claims of every kind, including the negligence of Lessor, including reasonable counsel fees, by or on behalf of any person or entity arising directly or indirectly out of either (1) a failure by Lessee to perform any of the terms or 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.

25. RESTRICTIVE COVENANTS: Lessee is aware of the restrictive covenants adopted by the Okaloosa Island Authority that requires that the property be used for public park purposes, and covenants not to allow any concessions or other uses of the property that are not consistent with that utilization.

26. DEPARTMENT OF TRANSPORTATION: Lessee is aware of and agrees to abide by that certain provision of an AGREEMENT OF LEASE AND RELEASE entered into by and between the Okaloosa Island Authority and the State of Florida Department of Transportation on August 30, 1972, which provides as follows:

"B. To maintain the premises known as Newman Brackin Wayside Park, Parcel I, as a public park, and for such use, to keep it in an adequate and satisfactory condition in perpetuity, in order that the public may use it as a wayside park in the manner to which it has been used in times past. Lessor further agrees to police and to keep the facilities open as a free facility within the usual meaning of said word, keeping in mind that public funds were used to build the facilities thereon."

**** OFFICIAL RECORDS ****
BK 1729 PG 501

Lessee further agrees to obtain the consent and concurrence of the Florida Department of Transportation to its proposed use of the property as herein provided. Lessor agrees to cooperate and assist Lessee in obtaining the same.

**** OFFICIAL RECORDS ****
BK 1729 PG 502

27. MOTORIZED WATERCRAFT. Lessee shall not allow, lease, rent, or operate any motorized watercraft in the waters of the Gulf of Mexico adjacent to the demised parcel of property, it being understood that this area is to be used only as a designated swimming and surfing area.

28. CLOSURE OF PARK. Lessee agrees that it shall not close or otherwise interfere with the continued use of the park by the general public for construction or any other purpose prior to the completion of the improvements to John Beasley Park or September 7, 1992, whichever later occurs. In addition, Lessee shall not change the hours of operation of the Park prior to obtaining the approval of Lessor.

29. SPECIAL EVENTS. Lessee shall not conduct any festival or other special event that will be attended by participants that will exceed the parking capacity of the demised premises without obtaining the approval in writing of Lessor. Lessor shall have the right to impose additional standards for the safety and convenience of the participants and general public in the event such a request is made.

30. CONCESSIONS ON THE BEACH. Lessee shall not operate or allow any vending or other concessions on the beach beyond the mean high water line, and all vending or other concessions shall be operated from a permanent structure approved by Lessor.

IN WITNESS WHEREOF Lessee has executed this Lease
and Offer to Lease on this the 5th day of May
1992.

**** OFFICIAL RECORDS ****
BK 1729 PG 503

.. LESSEE

(Seal)

IN PRESENCE OF,

[Signature]
[Signature]

STATE OF FLORIDA

COUNTY OF Okaloosa

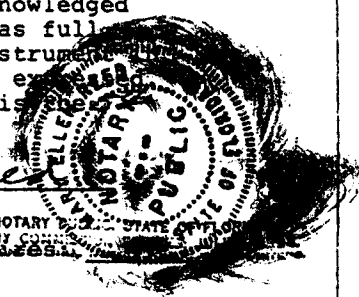
Paradise Parks, Inc.
By: Irene Jolbert, Pres.

BY: [Signature], VICEPRESIDENT

Before me personally appeared
as Irene Jolbert to me well known
and known to me to be the person described in and who
executed the foregoing instrument and acknowledged
under oath to and before me that he/she has full
authority to execute and executed said instrument
the capacity and for the purposes therein expressed.
WITNESS MY HAND and official seal this
day of 5th May, 1992.

Mary Ellen Reed
NOTARY PUBLIC

My Commission Expires 12/31/93



IN WITNESS WHEREOF, the Lessor having accepted
this Offer to Lease and Lease by official action this
the 19th day of May, 1992, Lessor has
hereunto set its hand and seal on this the 19th day
of May, 1992.

OKALOOSA COUNTY, FLORIDA

BY: Kathleen A. O'Dell
KATHLEEN A. O'DELL
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:

[Signature]
NEWMAN C. BRACKIN
Clerk of Circuit Court

**** OFFICIAL RECORDS ****
BK 1729 PG 504

EXHIBIT A

Description

A parcel of land being part of a tract of 875 acres, more or less, on Santa Rosa Island, quit-claimed by the United States of America to Okaloosa County, said parcel being bounded on the east by a line 2000 feet east of and parallel to the easterly boundary of a 17 acre tract designated as "Radar Site Dick", bounded on the west by a line 1150 feet east of and parallel to the easterly boundary of said "Radar Site Dick", bounded on the south by the Gulf of Mexico and bounded on the north by a line 100 feet south of and parallel and concentric to the survey line of State Road 30 (Job Number 57030-2512);

LESS AND EXCEPT: Begin at the point of intersection of the south right-of-way line of State Road 30 with a line 2000 feet east of and parallel to the easterly boundary of said "Radar Site Dick"; thence run South 6° 22' 10" West 296.35 feet; thence North 88° 07' 35" West 529.80 feet; thence North 3° 05' 00" East 307.0 feet to the South right-of-way line of State Road 30; thence run South 86° 55' East along said right-of-way line to the **POINT OF BEGINNING;**

AND LESS AND EXCEPT: Commence at the Southwest corner of Block 14, Santa Rosa Island Subdivision, thence run South 08° 14 minutes, 00 seconds West a distance of 105.40 feet to a point, thence run South 69 degrees, 00 minutes, 15 seconds East a distance of 1010.41 feet to a point, thence run North 76 degrees, 10 minutes, 00 seconds East a distance of 92.35 feet to the Point of Beginning, thence run South 85 degrees, 11 minutes, 30 seconds East a distance of 399.21 feet to a point, thence run South 06 degrees, 29 minutes, 15 seconds West a distance of 292.70 feet to a point, thence run North 85 degrees, 53 minutes, 45 seconds West a distance 452.01 feet to a point, thence run North 07 degrees, 43 minutes, 00 seconds East a distance of 195.83 feet to a point, thence run North 27 degrees, 16 minutes, 45 seconds East a distance of 136.28 feet to the Point of beginning, containing 3.11 acres more or less, said Block 14 recorded in Plat Book 3, Page 35, in the Records of the Clerk of the Circuit Court of Okaloosa County, Florida.

the materials being removed from Wayside Park until a barge could be arranged to dispose of the materials for a fishing reef. Mr. Ware made motion, seconded by Mr. Sansom, to approve the request. 5 years.

PUBLIC HEARING - REZONING ORDINANCE, BR & RGD TO BG, LINCOLN DRIVE, FORT WALTON BEACH, GREENSCAPE OF DESTIN

Mr. McGuire read the advertised legal notice for public hearing to consider the adoption of an ordinance to rezone a portion of Lincoln Drive in Fort Walton Beach, as petitioned by Greenscape of Destin.

Mrs. Ochs stated the Planning Commission considered this request on November 12, 1992, recommending approval.

Mr. Kevin Bethea, representing the property owner, came forward and stated this property will be a taxpaying property for the County. This property has plagued Fort Walton Beach for the last two years.

Mr. Jim Breitenfeld, Executive Director, Economic Development Council, came forward and stated the council has worked with Greenscape for the last two months, noting they are not only a improvement to the community but the council has been happy to expand their market for work in Okaloosa County.

Mr. Wes Poole, Destin, came forward and stated that Greenscape was the only company that puts warning flags out for the people.

Mr. Ware made motion, seconded by Mr. Sansom, to approve the rezoning request. 5 years.

PERSONAL APPEARANCE - FRED TOLBERT, RAMADA BEACH RESORT, REQUEST CHANGE IN WAYSIDE PARK LEASE

Mr. Fred Tolbert, Owner, Ramada Beach Resort and President Paradise Parks, Inc., came forward and requested the Board to extend the Wayside Park lease to December 1, 1992 and remove the stipulation for the completion of the Beasley Park improvements. Mr. Sansom made motion, seconded by Mr. Harrison, to approve the lease extension on Wayside Park and remove the stipulation for the Beasley Park completion. 5 years.

NO-PARKING SIGNS, MAYFLOWER AVENUE AND LOIS COURT

Mr. Heinrich requested approval to install two No-Parking Pavement signs on Lois Court and four No-Parking on Right-of-Way signs on Mayflower Avenue. Mr. Ware made motion, seconded by Mr. Sansom, to approve the no-parking signs on Lois Court and Mayflower Avenue. 5 years.

December 15, 1992 -7- Minute Book 34, Page 1
Okaloosa County Board of County Commissioners

FILE# 1245012
OKALOOSA COUNTY, FLORIDA



RCD: FEB 25 1993 @ 12:07 PM
NEWMAN C BRACKIN, CLERK

**CERTIFIED A TRUE
AND CORRECT COPY
CLERK CIRCUIT COURT
NEWMAN C. BRACKIN**

BY Dale C. Agnew
DEPUTY CLERK

DATE 3/3/93

2

AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of MAY, 1998, as follows:

WHEREAS, the total shares of stock of SURFSIDE VENTURES, INC., authorized, issued and outstanding, consists of 100 shares, all of which are owned by four of the individuals as follows:

ROBERT A. BONEZZI	-	25 Shares
MOHANNAD S. MALAS	-	25 Shares
FRED E. TOLBERT, JR.	-	25 Shares
CHRIS CADENHEAD	-	25 Shares

NOW THEREFORE, in consideration of the premises and of the obligations herein assumed by the respective parties, it is mutually covenanted and agreed as follows:

1. The recital above is incorporated by reference.
2. So long as this Agreement shall remain in effect, none of the individual shareholders hereto shall sell, assign, transfer, mortgage, alienate, hypothecate or in any way encumber or dispose of the shares of the corporation which he or she now owns or which he or she hereafter acquires, except as hereinafter provided.
3. So long as this Agreement shall remain in effect, none of the individual parties hereto shall mortgage, hypothecate or in any way encumber the shares of the corporation which he or she now owns or which he or she hereafter acquires, without the written consent of the corporation and all shareholders of the corporation.
4. Any shareholder who dies or who desires during his or her life to sell, assign, transfer or dispose of all or any part of the stock which he or she now owns or hereafter acquires, the shareholder or shareholders, personal representative or

administrator in the case of a deceased shareholder or shareholders, shall first offer such stock in writing, for sale to the corporation at a price as determined pursuant to the provisions of Paragraph 5 herein. Said offer shall be delivered no later than ninety (90) days from the date of death of a shareholder. If said offer is not accepted in whole or in part in writing by the corporation within thirty (30) days after receipt of such offer, a like offer shall be made in writing to the shareholders, each of whom shall have the right to purchase such portion of the remaining shares offered for sale as the number of shares owned by him at such date shall bear to the total number of shares owned by all such shareholders. If any shareholder does not purchase all or any part of his proportionate share of such offered shares, the balance of such shares may be purchased by the other shareholders equally. If said offer is not accepted by the corporation or the shareholders or personal representative or administrator of the deceased shareholder's estate, within thirty (30) days of the receipt of the offer, the shareholder desiring to sell may transfer the shares to any other person.

5. The value set for the repurchase of the stock as set forth in Paragraph 4 herein:

(i) As agreed upon by the parties and in the event that within thirty (30) days the parties cannot agree upon the value, then the stock shall be appraised as set forth in paragraphs (ii) and (iii) below.

(ii) The appraised value of said stock shall be derived by the shareholder, or personal representative or administrator in the case of a deceased shareholder, desiring to sell the same, appointing an appraiser and the corporation or shareholder (as the case may be) appointing another appraiser, the cost of which shall

be borne by the respective appointing party. The two appraisers shall derive an appraised value.

(iii) In the event the two appraisers cannot agree as to the appraised value, they shall appoint a third appraiser, the cost of which shall be borne equally by the corporation or shareholder (as the case may be) and the shareholder, personal representative, or administrator in the case of a deceased shareholder. The value set forth by the third appraiser upon said shares shall be the appraised value and shall be binding on all parties.

(iv) All appraisals shall be completed within sixty (60) days from the determination that the parties cannot agree upon the value of the shares.

6. Thirty (30) days after notice is given by the corporation or selling shareholder, or personal representative or administrator of a deceased shareholder, as provided in Paragraph 4 hereof, all shares sold pursuant to the terms of this Agreement shall be delivered to the corporation to be transferred on the books of the corporation to the purchaser or purchasers hereunder, who, simultaneously with such delivery, shall respectively pay to the person or persons thereto entitled, one-fourth (1/4) of the purchase price of such shares, except that the corporation shall so pay the full purchase price for any shares it purchases. When the shares have been transferred on the books of the corporation as above provided, they shall be redelivered by the corporation to the person or persons, if any, entitled to receive the balance of the purchase price therefor, to be held by them as collateral security for that balance. The balance of the purchase price, at the option of seller shall be cash or shall be paid by the purchaser or purchasers hereunder, with interest at 8 3/4% per annum, in twelve

equal monthly installments commencing one month thereafter, any one or all of which may be anticipated without discount by the purchaser or purchasers. So long as the purchaser or purchasers hereunder do not default in any of their obligations hereunder, he or she shall, after such shares have been transferred to them as above provided, be entitled to vote such shares and to receive all dividends payable thereon. Upon payment of the last installment of the purchase price, all shares shall be delivered to the purchaser or purchasers hereunder.

7. Any notice required to be given hereunder shall hand delivered to the appropriate party or sent by certified mail, return receipt requested, and any such notice shall be sufficient if so mailed to the last address appearing on the books of the corporation for the person entitled to receive such notice. Notice of any offer to sell or of the death of any of the shareholders shall be hand delivered or sent by certified mail, return receipt requested.

8. This Agreement can be amended only by an instrument in writing signed by all the then surviving parties hereto, and by the personal representative or administrator of the estate of each deceased party still having an interest herein.

9. Every certificate representing shares of the corporation now or hereafter owned by any of the individual parties hereto shall bear a conspicuous notice that such shares and the rights of the holders thereof are subject to the terms of this Agreement.

10. The corporation shall perform every act that may be required of it to effectuate the provisions of this Agreement.

11. This Agreement shall be binding upon the respective heirs, legal representatives, assigns, transferees, and successors of each of the parties hereto.

original.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals the day and year first above written.

SURFSIDE VENTURES, INC.

BY: 

(Seal)

Typed Name:
As its President

ATTEST:

BY: 

Typed Name:
As its Secretary

Chris Cadenhead

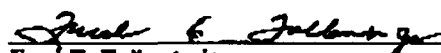
SHAREHOLDERS:


Robert A. Bonezzi

(Seal)

Mohannad S. Malas

(Seal)


Fred E. Tolbert, Jr.

(Seal)


Chris Cadenhead

(Seal)

bonezzi/surfside ventures agreement 5.28.98 4:10 p.m.

AGREEMENT

THIS AGREEMENT made this 25th day of may, 1998, between **MOHANNAD MALAS** (hereinafter known interchangeably as **MALAS** or Stockholder) **FRED TOLBERT** hereinafter known as **TOLBERT** or Stockholder), **PARADISE PARKS, INC.**, A Florida Corporation (hereinafter known as **PARADISE**), **CHRIS CADENHEAD** (hereinafter known as **CADENHEAD**), **ROBERT BONEZZI** (hereinafter known as **BONEZZI**) and **SURFSIDE VENTURES, INC.**, (hereinafter known as **SURFSIDE**). Now therefore, the parties agree as follows:

WITNESSETH:

1. **Paradise Parks, Inc.**, is the lesser with Okaloosa County as lessor of certain real property located on Okaloosa Island and bordered on the south by the Gulf of Mexico. said property is more commonly known as Wayside Park. (See lease attached and made a part hereof).
2. There is an indebtedness in favor of First City Bank of Fort Walton Beach, Florida.
 - A. **Paradise** along with **MALAS** and **TOLBERT** are makers and endorsers on the notes and security agreements securing payment of the loan to First City Bank.
 - B. Funds from said indebtedness were utilized to purchase certain personal property located on the property and to make improvements to the leased property. (U. C. C. attached and made a part hereof).
3. **Paradise** shall transfer all of its assets and assign the lease with Okaloosa County, subject to Okaloosa County's approval to **SURFSIDE VENTURES, INC.**, under the following

a) Surfside Ventures, Inc., a newly formed Florida corporation which has not had its initial stockholder's meeting but its ownership shall be comprised as follows:

Mohammad Meias	25%
Fred Tolbert	25%
Chris Cadenhead	25%
Robert Bonezzi	25%

All four of the above owners shall each contribute \$50,000.00 to Surfside Ventures and stock certificates representing the above percentage of ownership shall then be issued by the company.

b) Along with the stock being transferred upon payment of \$50,000.00 the parties further agree that Chris Cadenhead shall perform legal work associated with said corporation, (Surfside Ventures, Inc.). There shall be no charge for legal work on behalf of Surfside Ventures, Inc., by Chris Cadenhead so long as he owns stock in said corporation. If requested, Chris Cadenhead shall also sign personally endorse loan in favor of First City Bank.

Robert Bonezzi shall be in charge of remodeling and operations. Robert B Bonezzi by receiving his 25% ownership of Surfside Ventures, Inc., for payment of \$50,000.00 and for his agreement to be in charged of operations. Robert Bonezzi shall not be required to personally endorse the loan.

cc
for
~~c) Surfside Ventures, Inc., shall execute a note to Paradise Parks, Inc., reflecting the identical remaining terms and balance of that earlier mentioned note and security agreement in favor of First City Bank of Fort Walton Beach.~~

d) Renovation, to which Robert Bonezzi shall manage shall begin immediately after approval by the vote of the Stockholders of Surfside Ventures, Inc.

4. It is the intent of all of the above mentioned parties that the Boardwalk properties shall be marketed as a viable real estate venture with its primary goal to lease no less than 60,000 square feet in addition to operating a restaurant on the property.

5. Malas, Tolbert, ~~Robert Bonezzi~~ Cadenhead, agree to loan sufficient monies in equal contributions in order to satisfy mortgage payments to First City Bank. All money generated by operations or received in rents shall be applied in the following order

- a). Direct cost of operations.
- b). Mortgage debt to First City Bank.
- c). Stock Holder loans.

Stock holder loans shall be given priority first in time, first to be paid. ^{cc}

DATED this 28 day of May, 1998.

*cc 6. A facsimile copy shall have the same legal
effect as an
original.*

MOHANNAD MALAS

Fred Tolbert

FRED TOLBERT

Robert Bonezzi

ROBERT BONEZZI

SURFSIDE VENTURES, INC.

BY:

Chris Cadenhead

CHRIS CADENHEAD
Its Subscriber

Chris Cadenhead

Chris Cadenhead

MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this 20 day of May, 1998, by and between
SURFSIDE VENTURES, INC., a Florida Corporation (hereinafter referred to as "Company") and
Robert A. Bonezzi (hereinafter referred to as "Manager"):

1. In consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, Manager and Company hereby agree: Robert A. Bonezzi will serve as manager of the restaurant/caterer and concessions known as Harpoon Hannah's located in the "Boardwalk", Highway 98 West, Okaloosa Island, Florida, which is leased by SURFSIDE VENTURES, INC. from the County of Okaloosa, State of Florida, said lease dated on the 5th day of May, 1998 and ending on the termination of the lease herein. *MS*


2. The Manager shall take active control of all operations of the Boardwalk. Said operations shall include, but not be limited to, supervision and management of all operations of Harpoon Hannah's restaurant, concessions, and the "Boardwalk", all in a good and business-like manner. The management services herein shall include accounting, supervision of insurance matters, excluding year end audit and income tax return matters.

3. The Company agrees to pay Manager a fee of Twenty-Five percent (25%) of Harpoon Hannah's net profits, before federal income taxes, earned annually and shall be due and payable no later than Fourteen (14) days after supplying Company with the annual profit and loss statement of operation. The net profit shall be calculated by deducting from the gross operating income, derived from concessions and the sale of food, beverages and other items, the following:

[Signature]
R.B.

[Signature]
Surfside Ventures, Inc. *V.P.*

- a. All sales tax and credit card charges on items sold;
 - b. All expenses incident to the maintenance and repairs of Harpoon Hannah's building, the improvements to the Boardwalk, and all of the furniture, fixtures and equipment;
 - c. All direct overhead expenses and charges paid or incurred by Manager for the administration and accounting of the business operation of Harpoon Hannah's Restaurant which shall include the salary and/or bonus for Manager's on-site manager;
 - d. All utilities to Harpoon Hannah's Restaurant, the Boardwalk, their employees' salaries, social security, workman's compensation insurance and all other hazard insurance;
 - e. All license fees and permits required to operate said Harpoon Hannah's Restaurant and Boardwalk on Okaloosa Island, Florida;
 - f. The cost of goods and supplies;
 - g. All lease payments paid relative to that lease with Okaloosa County, Florida, as lessor, dated the 5 day of May, 1998. *1992 CC M*
 - h. All other reasonable and necessary expenses incidental to and consequential as they relate to the operation of Harpoon Hannah's Restaurant, concessions and the Boardwalk.
4. Manager shall supply a monthly profit and loss statement of operation of the business operated pursuant to joint agreement. The monthly profit and loss statement of operation shall be supplied to Company on the 10th day of the following month.


R.B.
Chisley
Surfside Ventures, Inc. V.P.

5. If in the event a dispute arises between the parties herein the same shall be submitted

to arbitration by Manager appointing one arbitrator and Company appointing a second arbitrator and the two arbitrators appointing a third arbitrator and a decision of the majority of the arbitrators as to the dispute herein shall be binding on both parties. Company and Manager shall pay the fee of the arbitrator appointed by it and one-half of the fee of the third arbitrator appointed by the two arbitrators.

6. If in the event of a breach of any of the terms and conditions of this agreement and the non-defaulting party obtains the services of an attorney to enforce any of the terms and conditions of this agreement, the prevailing party shall be entitled to all costs and expenses, including a reasonable attorney's fee.

7. In the event Manager dies or becomes incapacitated for a period in excess of 120 days, or manager resigns upon giving 180 days notice to enable the company to find a suitable replacement, this agreement shall terminate and all unpaid management fees shall be earned and accrued as of the date of termination.

8. Should Company sell its business or if at the end of 36 months from date, the businesses operated by Manager have not garnered a net profit (net profit as defined in paragraph 3), Company at its option may terminate this agreement upon 30 days' written notice to Manager.

9. Manager is an independent contractor and receives no Company benefits.



R.B.


Crystal Bonfanti
Suzanne Ventures, Inc.

V.P.

CHRIS CADENHEAD
ATTORNEY AT LAW

420 EAST PINE AVENUE
CRESTVIEW, FLORIDA 32539
PHONE (850) 682-8184
FACSIMILE (850) 682-8343

REPLY TO: P.O. BOX 727
CRESTVIEW, FL 32536

ACCLAIM CORPORATE PLAZA
SUITE C-137
155 CRYSTAL BEACH DRIVE
DESTIN, FLORIDA 32541
PHONE (850) 837-5509
FACSIMILE (850) 650-4568

June 15, 1998

VIA FAX 850-651-7551 AND MAIL

Chris Holley
County Manager
1804 Lewis Turner Blvd.
Suite 400
Fort Walton Beach, FL 32547

RE: Lease - Boardwalk/Wayside Park

Dear Mr. Holley:

Please consider this a request to place on the agenda of the County Commissioners meeting on Tuesday, June 23, 1998, the transfer of the lease on the "Boardwalk" facilities at Wayside Park, Okaloosa Island, from Paradise Parks, Inc. to Surfside Ventures, Inc. I, along with Bob Bonezzi, have become stockholders with Mr. Malas and Mr. Tolbert in Surfside Ventures, Inc. which will carry on the operations of the park. Pursuant to the lease, we are seeking formal approval of the transfer of that lease entered into between Paradise Parks, Inc. and Okaloosa County to Surfside Ventures, Inc.

We will also be requesting that the addendum originally prepared between Okaloosa County and Paradise Parks in which the lease would be extended in return for Paradise Parks maintaining the Lake property, be approved for transfer to Surfside Ventures, Inc. also. If there are any problems with placing this item on the agenda, or any changes in the addendum or the lease, please contact me as soon as possible so that I can help facilitate same. Unless I hear from you to the contrary I will assume that we will be on the agenda next Tuesday and will be notified of the time and place that we should be present. I will be appearing on behalf of Surfside Ventures, Inc. and Paradise Parks, Inc. if there are any questions. Until such time as I see you or speak with you, I remain

Sincerely yours,


Chris Cadenhead

/ms

cc: John Dowd, Sr.
Bob Bonezzi

14. Approved the following items as recommended by Purchasing Director Pete Sumblin. 4 ayes.
- Purchase of bridge materials for Poplar Head Church Bridge from Milligan Woods Products, Inc. (low quote meeting specs.).
 - Purchase of bridge materials for Lake Ella Bridge from Milligan Wood Products, Inc. (low quote meeting specs.).
 - Awarded bid on Oakhill culvert replacement project (County/FEMA project) to B & H Earthmoving Contractors, Inc. (low bid meeting specs.) and authorized the Chairman to execute the contract.
15. Approved the Red Cross Annual Shelter Agreement as recommended by Emergency Services Director Hank Christen. 4 ayes.
16. Mr. Christen briefed the Board on the fire situation. Everything is under control at this time and can recover 70% of the cost (mostly overtime).
17. Approved a transfer of lease on the Boardwalk facilities at Wayside Park on Okaloosa Island from Paradise Parks, Inc. to Surfside Ventures, Inc. as requested by petitioner Chris Cadenhead, Atty. at Law. 4 ayes.
18. A public hearing was held on the request of Mr. & Mrs. Douglas A. Arnold to vacate 20 ft. of R/W on 4th St. in the Townsite of Port Dixie. There were no objections. The Board voted to grant the request and adopted the Resolution. 4 ayes.
19. The following items were approved as recommended by Public Works Director Dave Heinrich. 4 ayes.
- Approved for Dept. of Agriculture aircraft to fly the shoreline of Okaloosa County for the control of dog flies along our coastal areas.
 - Preliminary acceptance of Emerald Village into the temporary maintenance system and accepted a maintenance bond (Letter of Credit).
 - Installation of a pedestrian light at the intersection of Green Acres Blvd./Green Acres Rd. to allow safe pedestrian passage.
 - Public Works to demolish the structure at 13 McGriff St. and to construct a 24 space parking lot for the Headstart program in FWB.
 - Purchase of a mobile household hazardous waste (HHW) collection trailer which will be modified for this purpose at estimated cost of \$23,000 with \$10,000 to be paid this fiscal year and the rest next fiscal year (reimbursable out of CO-OP grants)
 - Scheduling of a public hearing as requested by Randall Skinner and John Baker to consider vacation of unopened right-of-way in Wynnehaven Beach Estates.
 - Deed for a water tank site at Bluewater Bay from the DOT for recording due to an error in a deed accepted and recorded by the County on Feb. 17, 1998.
 - Tentative Mosquito Control State Work Plan Budget.

Prepared by:
James W. Grimley
SAITTA, GRIMLEY, BAWMAN,
PINKERTON, PETERMANN & WELLS
Post Office Box 2379
Fort Walton Beach, Florida 32549
(850) 243-8194

**** OFFICIAL RECORDS ****
BK 2253 PG 1153

FILE # 1775208 RCD: Jun 08 2000 @ 07:37AM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

AMENDMENT TO PUBLIC PARK LEASE

WHEREAS, Okaloosa County, a political subdivision of the State of Florida, hereinafter called "lessor" and Paradise Parks, Inc., hereinafter called "Paradise", entered into a public park lease on the 5th day of May, 1992, recorded in Official Records Book 1729 at Page 490, and

WHEREAS, the lease was amended pursuant to a first amendment to public park lease, dated the 2nd day of March, 1993, and recorded in Official Records Book 1730 at Page 335, and

WHEREAS, on June 23, 1998, Lessor approved the transfer of the leasehold interest from Paradise to Surfside Ventures, Inc., hereinafter called "Surfside", and agreed in consideration for Surfside maintaining the lake property commonly known as Kiwanis Club of Fort Walton Beach Lake, to extend the lease for thirty (30) years commencing December 1, 1992, all as set forth in Minute Book 42, Page 19 of the Board of County Commissioners Minutes, and

WHEREAS, Hurricane Opal on October of 1995 caused extensive damage to the real property and building improvements of the demised premises, and

WHEREAS, Surfside is in the process of rebuilding and developing the second phase of the demised premises.

NOW THEREFORE, in consideration of the covenants and conditions contained herein and \$10.00 and other good and valuable consideration, it is thereupon agreed that the above-referenced lease and amendments thereto is amended as follows:

The recitations above are true and correct and are incorporated herein by reference.

#421

Prepared by:
James W. Grimsley
SMITH, GRIMSLEY, BAUMAN,
PINKERTON, PETERMANN & WELLS
Post Office Box 2379
Fort Walton Beach, Florida 32549
(850) 243-8194

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NOW THEREFORE, in consideration of the covenants and conditions contained herein and \$10.00 and other good and valuable consideration, it is thereupon agreed that the above-referenced lease and amendments thereto is amended as follows:

The recitations above are true and correct and are incorporated herein by reference.

SECTION 1. Paragraph 2 is amended to read as follows:

"2. TERM. The term of the lease is thirty (30) years commencing on January 1, 1999."

SECTION 2. Paragraph 3 is amended to read as follows:

"3. RENT. In consideration of the granting of the easement, the sublease to Lessor and the construction of the building improvement identified in Paragraph 2, the rent payable by Lessee to Lessor is amended to be \$57,612.00 per year, plus applicable sales tax, commencing on the 15th day of October, 2000, and payable on the 15th day of each consecutive October thereafter, during the term of this lease.

(i) The rental for the second (5) five years of the lease term shall be the same as the annual rent during the first five years and shall be increased by the cumulative percentage increase for all items of the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index, or if there shall be no Consumer Price Index, then by the successor of the most nearly comparable index, hereinafter called CPI, occurring between January, 1999 and January, 2005. The rental for each successive (5) five-year period shall be increased by the cumulative index in the CPI for the prior (5) year period."

SECTION 3. Paragraph 4 is hereby amended to include the following:

"4. USE OF PREMISES. Surfside at its cost and expense will rebuild and develop the second phase of the demised premises in accordance with the development plan attached as Exhibit "A" and made a part hereof. Lessor approves the Lessee's development plan, its uses and improvements all as depicted in Exhibit "A". The remainder of the paragraph remains unchanged."

SECTION 4. Paragraph 8 is amended to include the following:

"8. DUTY TO MAINTAIN PREMISES IN GENERAL. Surfside, at its cost and expense

will place the public baths serving the beach going public in good condition and repair.

Surfside shall pay for the cost of supplies, water and sewer serving said public baths and shall at its cost and expense perform janitorial services and keep the public baths clean and orderly. The maintenance and repair of the building improvements and fixtures of the public baths shall be at the cost and expense of Surfside. The remainder of the paragraph remains unchanged."

SECTION 5. Paragraph 9 is amended as follows:

"9. OUTSTANDING CONTRACTS - ASSUMPTION - LIFE GUARDS. Lessor shall supply at its cost and expense lifeguard services servicing the area commonly known as the beach in the same manner as it performs lifeguard services at other public parks on Okaloosa Island. The lifeguard services performed by Lessor shall be covered under Lessor's liability insurance policies.

SECTION 6. The following additional provisions are added as paragraphs 33, 34, and 35 to the original lease:

➤ "33. AGREEMENT TO BUILD AND LEASE FACILITY. Surfside at its cost and expense will build to completion no later than March 15, 2001 and sublease to Lessor for \$1.00 a year for 2000 square feet of space to be located in the demised premises for the purposes of a Okaloosa County Sheriff's Department and Okaloosa County Emergency Medical Services substation, or all other reasonable uses by the Lessor/sub-lessee.

Lessor/sub-lessee shall be responsible for all maintenance thereof and will keep the sublet premises in good condition and repair.

34. SAND REMOVAL. The sand intrusion onto the demised premises, if approved and financed by the State of Florida Department of Environmental Protection, shall be removed and stabilized by the Lessor at its cost and expense, to an area which is at least 200 feet from the building improvements and adjacent to the waters of the Gulf of Mexico.

35. EASEMENT. Surfside shall grant and by their presence grants to Lessor a non-exclusive easement for a 24 feet wide beach drive on the westerly most side of the demised premises to be used by the lessor for its purposes including, but not limited to, emergency medical services vehicles, sheriff's department vehicles and other Okaloosa county vehicles.

OKALOOSA COUNTY, a political subdivision
of the State of Florida as "Lessor"

Paula L. Riggs
By: Chairman, Board of County Commissioners



Attested by:

Angie J. Stanford
for Newman C. Brackin, Clerk of the Court



STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Paula L. Riggs as Chairman of Okaloosa Board of County Commissioners, a political subdivision of the State of Florida, being first duly sworn on oath, who is personally known to me or who produced _____ as identification, to me known to be the person described in and who executed the foregoing and acknowledged before me that he/she executed the same for the uses and purposes therein set forth at the express direction of the Board of Commissioners of said County.

Witness my hand and official seal in the County and State last aforesaid this 21st day of March, 2000. ~~x1999x~~



"OFFICIAL SEAL"
Joan D. Mosier
My Commission Expires 7/21/2001
Commission #CC 665390

Joan D. Mosier
Notary Public

SURFSIDE VENTURES, INC.
Lessee

Witnesses:

Jill R. Graham
Print name: Jill R. Graham

Michelle D. Carpenter
Print name: Michelle D. Carpenter

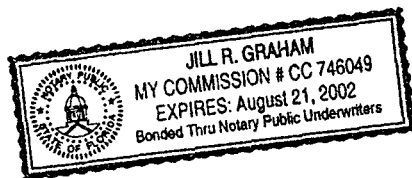
R. A. Bonazzi
By: Its President

STATE OF FLORIDA
COUNTY OF OKALOOSA

I hereby certify that on this day before me, an officer duly in the State aforesaid and the County aforesaid to take acknowledgments, personally appeared Robert A. Bonezzi, being first duly sworn, on oath, who is ☒ personally known to me; or who ☐ produced _____ as identification to me known to be the person described in and who executed the foregoing and acknowledged before me that he executed the same for the uses and purposes therein set forth at the express direction of the board of directors of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 19th day of April, 2000.

Jill R. Graham (Notary Seal)
Notary Public



New Proposal

- NEW HANDICAP RAMP@ BOARDWALK
- SAND VOLLEYBALL COURT
- SAND SOCCER COURT
- EXISTING BEACH WALK-OVER TO REMAIN
- EXISTING DUNE AREA
- KIDS PLAYGROUND
- EXISTING PICNIC AREA TO REMAIN
- NEW BEACH SHOP AREA

- TO REMAIN
- SAND VOLLEYBALL COURT
- BEACH SOFTBALL AREA
- EMERGENCY VEHICLE ACCESS ROAD
- FUTURE WORKOUT AREA
- FUTURE BEACH GYM
- FUTURE EMS FACILITY & *SHED*
- EXISTING PICNIC AREAS
- PROPOSED BEACH CLUB
- EXISTING RESTAURANT/ BEACH SHOPS
- VEHICULAR ACCESS TO THE PIER

ADDITIONAL PUBLIC PARKING

KIWANIS LAKE

- NEW ENTRY SIGNAGE
- PROPOSED ENTRANCE FEATURE

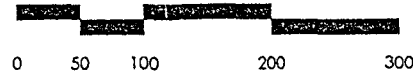
BOARDWALK DEVELOPMENT CONCEPT
SURFSIDE VENTURES, INC.

LOWER LEVEL SITE CONCEPT



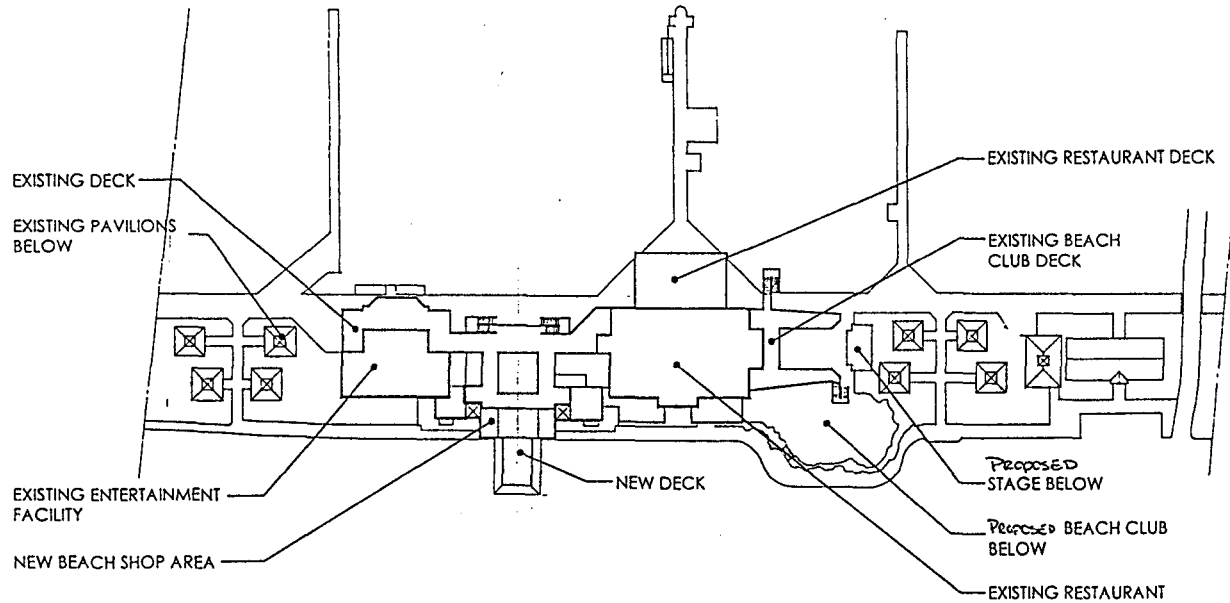
5 OCTOBER 1999

SCALE 1"=100'-0"



BRUCE D. ROBINSON
 ARCHITECTURE • DESIGN

980



BOARDWALK DEVELOPMENT CONCEPT
SURFSIDE VENTURES, INC.

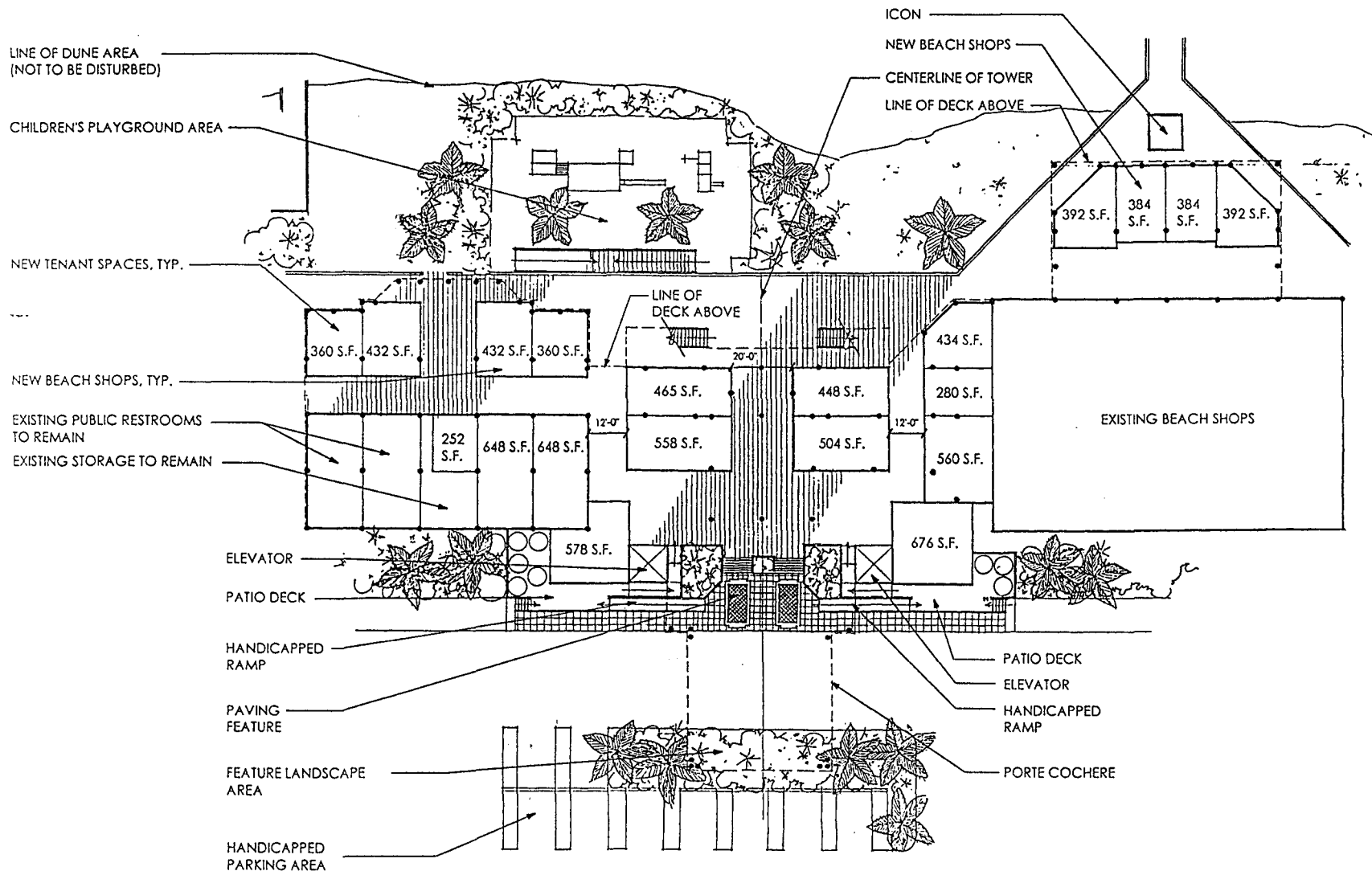
UPPER LEVEL SITE CONCEPT



5 OCTOBER 1999

SCALE 1"=100'-0"





BOARDWALK DEVELOPMENT CONCEPT
SURFSIDE VENTURES, INC.

RETAIL AREA-LOWER LEVEL



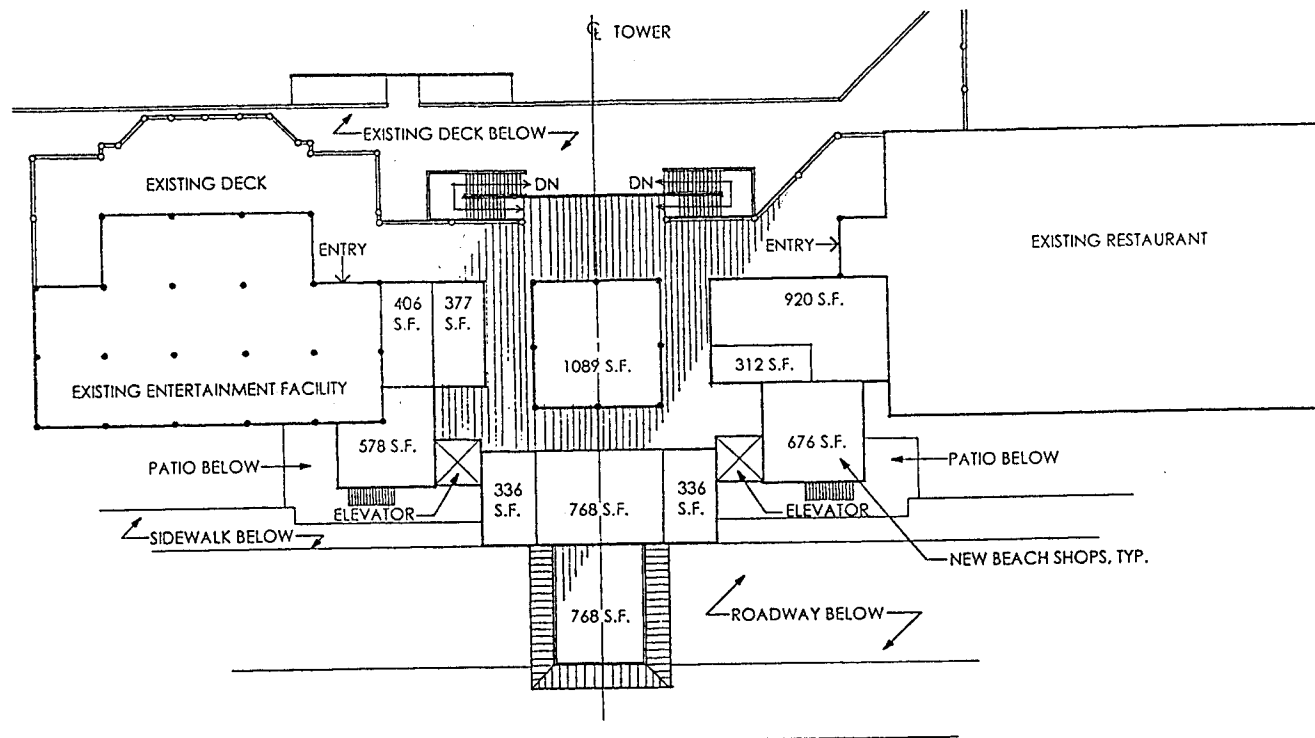
5 OCTOBER 1999

SCALE 1/32"=1'-0"



**BRUCE D.
ROBINSON**
ARCHITECTURE + DESIGN

98026



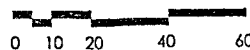
BOARDWALK DEVELOPMENT CONCEPT
SURFSIDE VENTURES, INC.

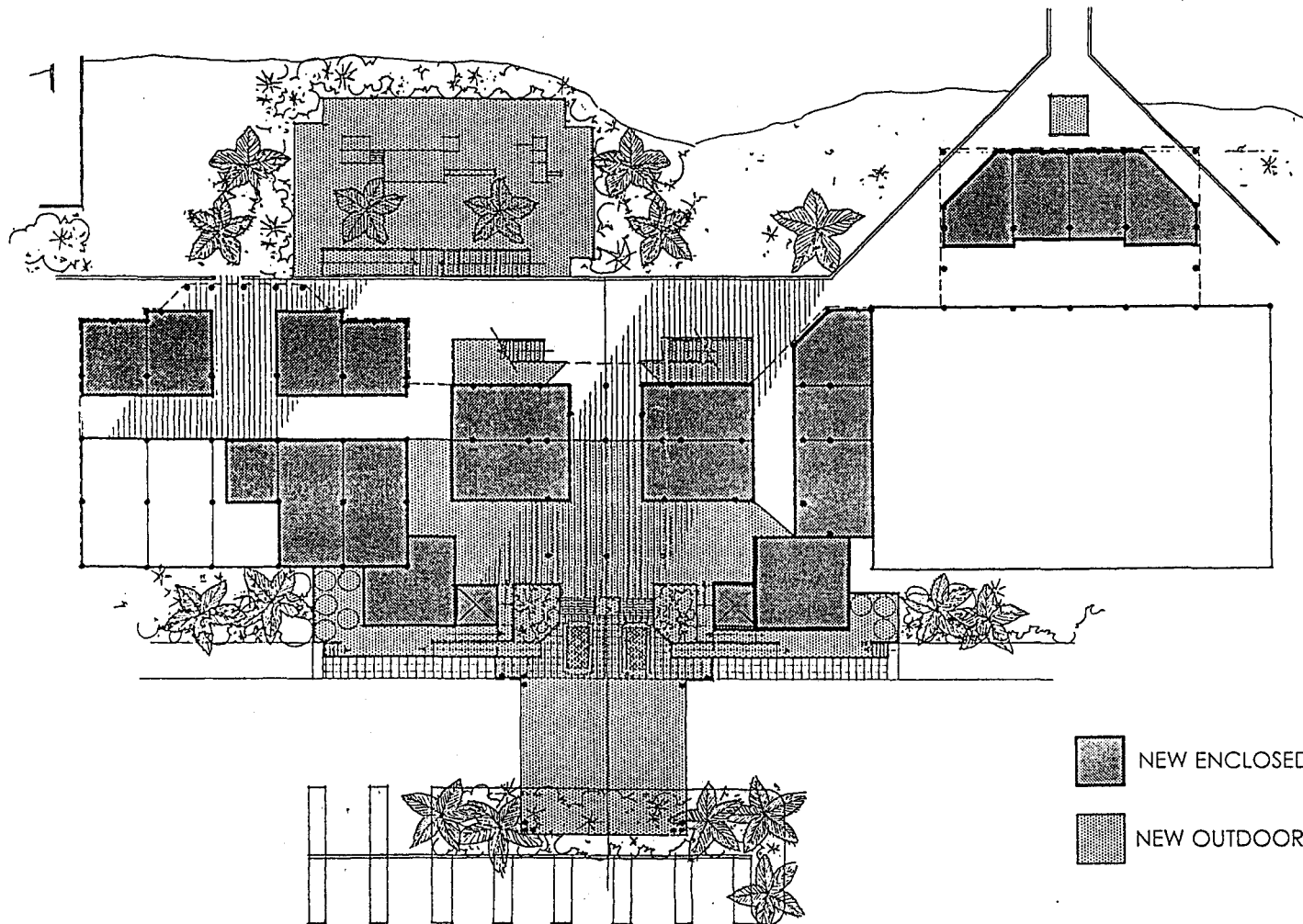
RETAIL AREA-UPPER LEVEL



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SCALE 1/32"=1'-0"





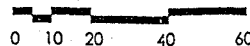
BOARDWALK DEVELOPMENT CONCEPT
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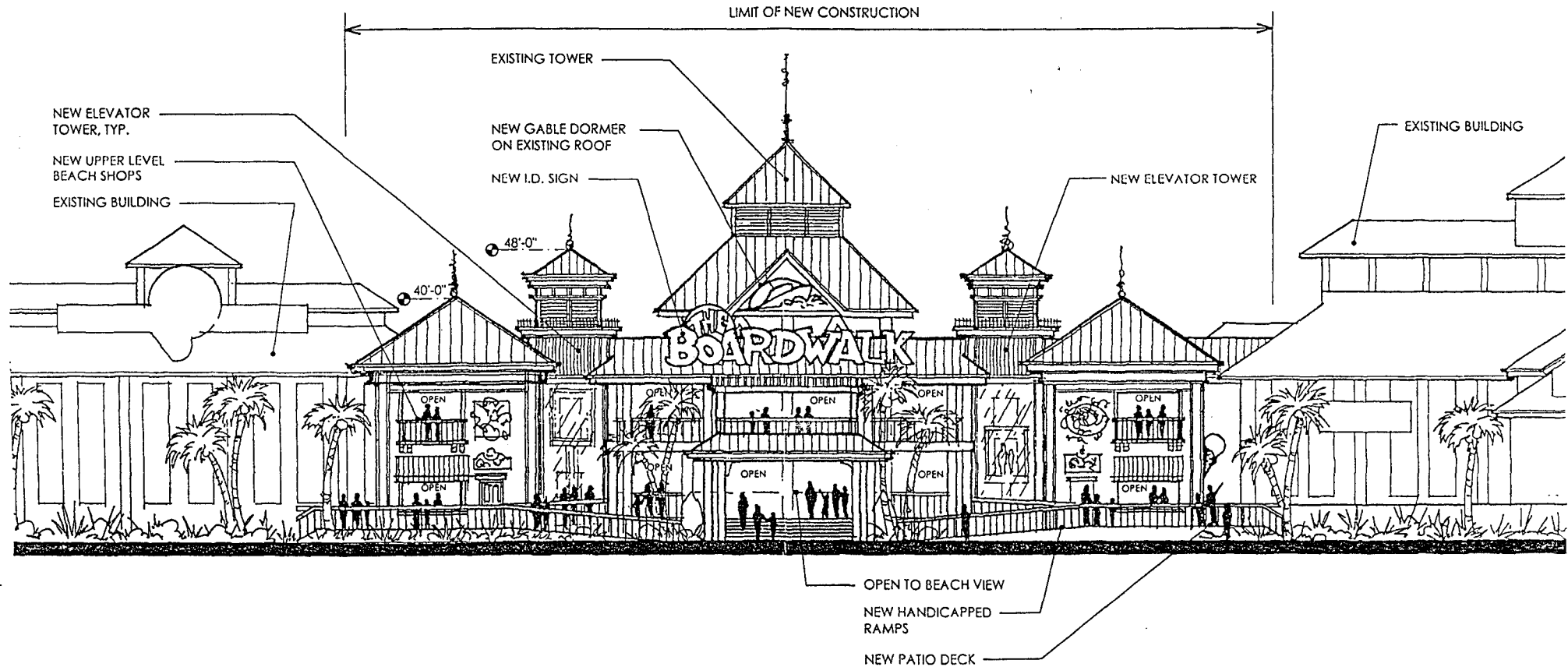
RETAIL AREA-LOWER LEVEL



5 OCTOBER 1999

SCALE 1/32"=1'-0"

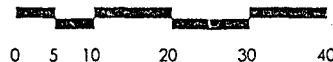




BOARDWALK DEVELOPMENT CONCEPT
SURFSIDE VENTURES, INC.

5 OCTOBER 1999

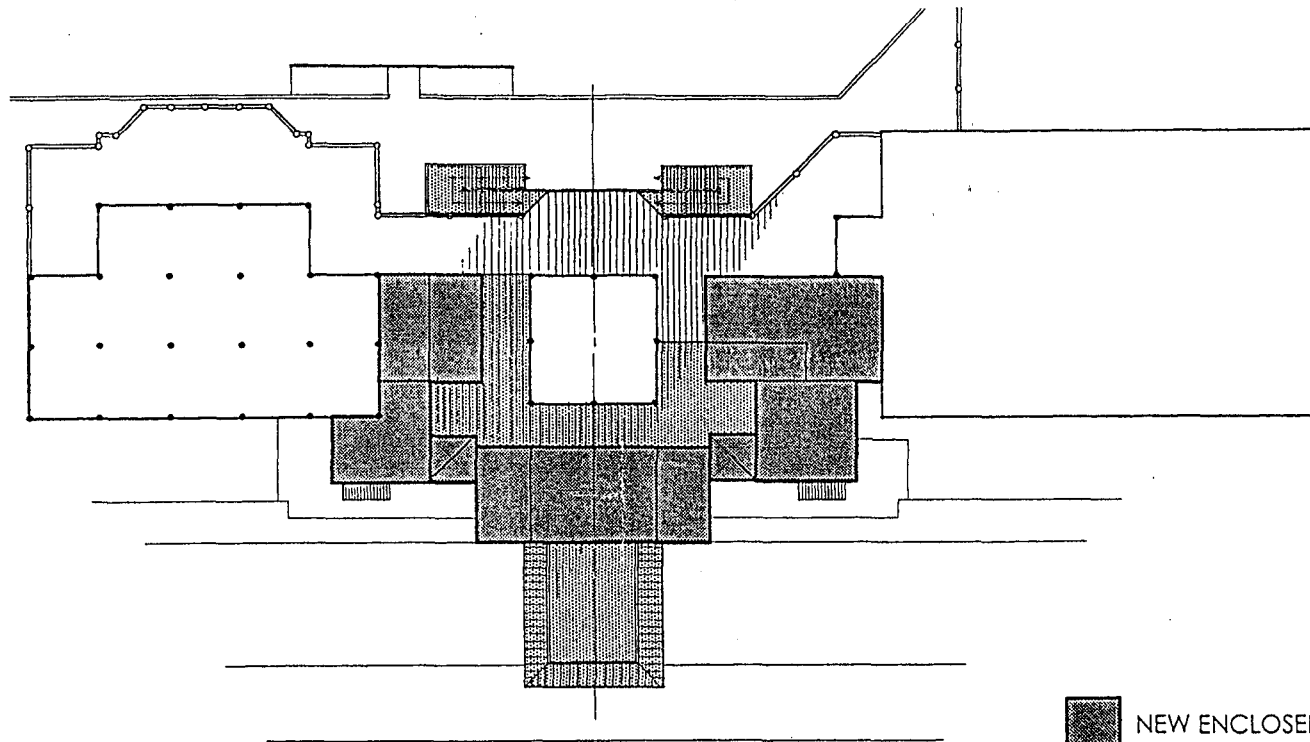
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


ELEVATION CONCEPT

BRUCE D.
ROBINSON
 ARCHITECTURE • DESIGN

98026



-  NEW ENCLOSED SPACE
-  NEW OUTDOOR CONSTRUCTION

BOARDWALK DEVELOPMENT CONCEPT
SURFSIDE VENTURES, INC.



5 OCTOBER 1999

SCALE 1/32"=1'-0"



RETAIL AREA-UPPER LEVEL

**BRUCE D.
 ROBINSON**
 ARCHITECTURE + DESIGN

98026

Paradise Parks, Inc. Lease Parcel

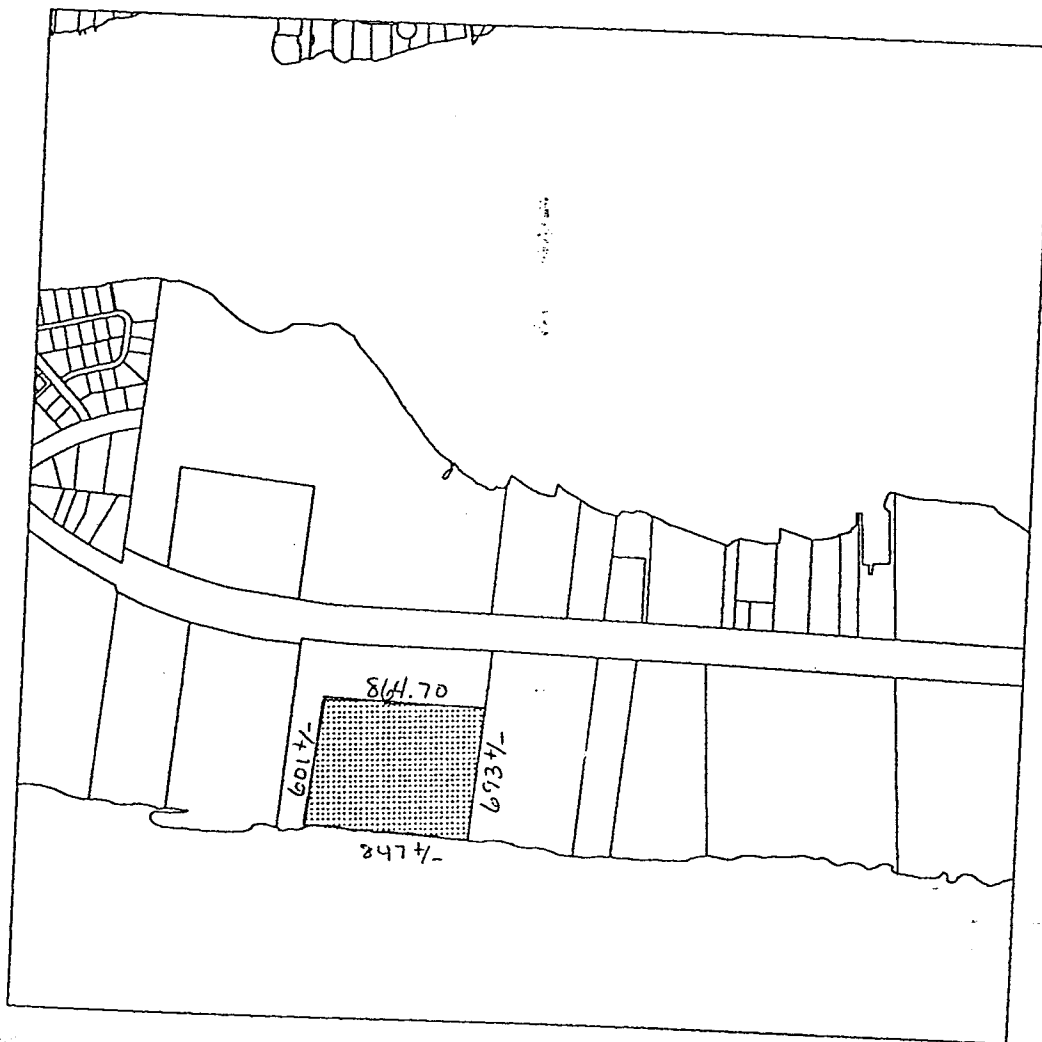


Exhibit B



CERTIFICATION

1. These design plans and specifications are in compliance with the standards established in Section 629-33.007, Florida Administrative Code.
2. The main wind-force resisting system has been designed in accordance with ANSI/ASCE 7-88, Minimum Design Loads for Building and Other Structures, Section 6, to withstand the wind loads associated with a minimum basic wind speed of 110 miles per hour.
3. The carpentry and cladding have been selected and their use incorporated into the design and specifications in accordance with ANSI/ASCE 7-88, Minimum Design Loads for Building and Other Structures, Section 6, to withstand the wind loads associated with a minimum basic wind speed of 110 miles per hour.

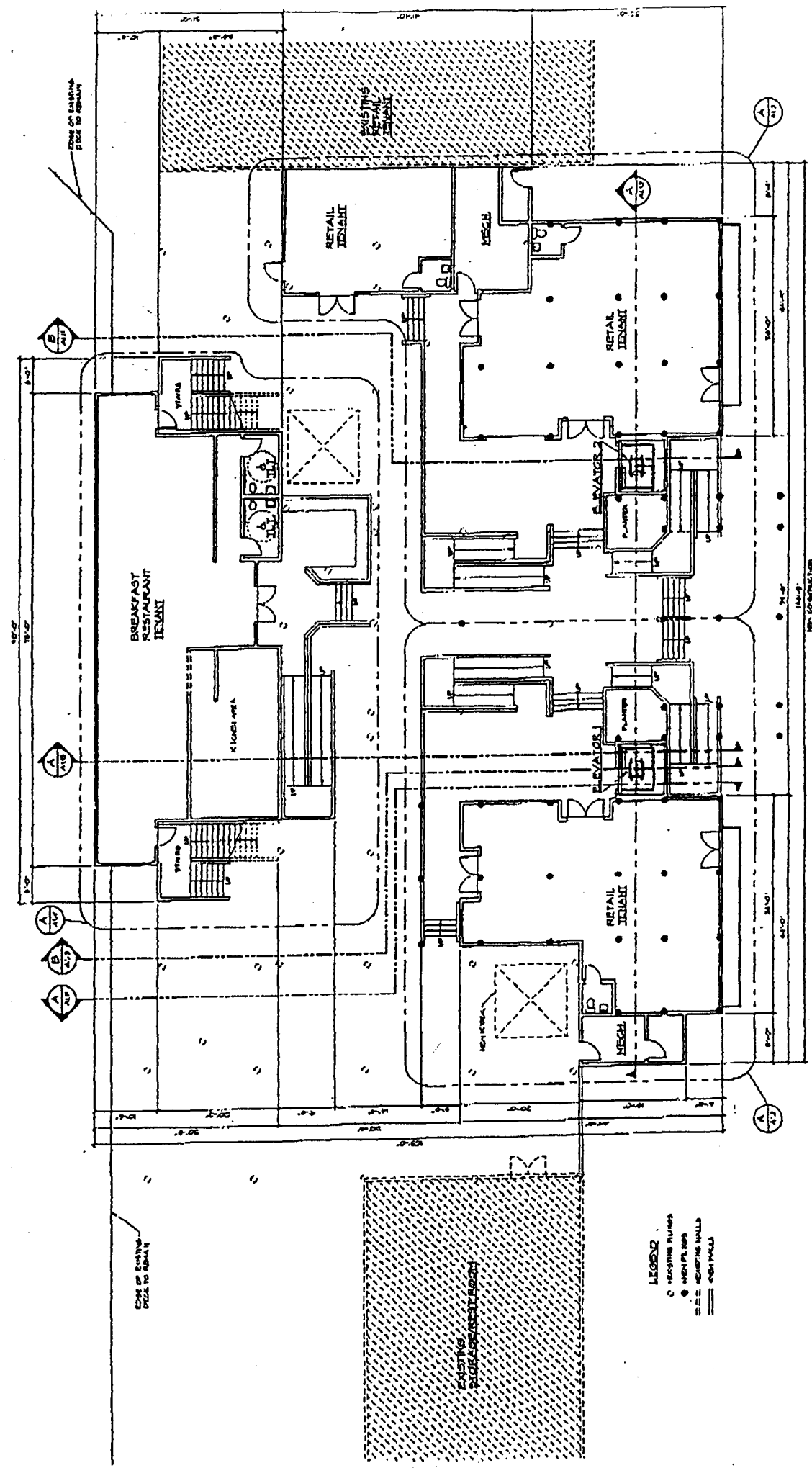
GENERAL CONSTRUCTION NOTES:

1. REFER TO DRAWING FOR ALL DIMENSIONS AND NOTES.
2. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
3. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:
 - A. BUILDING CODE OF AMERICA (BOCA)
 - B. NATIONAL BUILDING CODE (NBC)
 - C. INTERNATIONAL BUILDING CODE (IBC)
 - D. FLORIDA BUILDING CODE (FBC)
5. ALL FOUNDATIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
6. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
7. ALL CLADDING SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
8. ALL MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
9. ALL INTERIORS SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
10. ALL EXTERIORS SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
11. ALL FINISHES SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
12. ALL UTILITIES SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
13. ALL LANDSCAPING SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
14. ALL SIGNAGE SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
15. ALL FURNITURE AND FIXTURES SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
16. ALL EQUIPMENT SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
17. ALL MATERIALS SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
18. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
19. ALL DIMENSIONS SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
20. ALL NOTES SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).

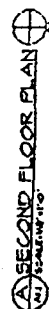
1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES:
 - A. BUILDING CODE OF AMERICA (BOCA)
 - B. NATIONAL BUILDING CODE (NBC)
 - C. INTERNATIONAL BUILDING CODE (IBC)
 - D. FLORIDA BUILDING CODE (FBC)
4. ALL FOUNDATIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
5. ALL ROOFING SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
6. ALL CLADDING SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
7. ALL MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
8. ALL INTERIORS SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
9. ALL EXTERIORS SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
10. ALL FINISHES SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC).
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SHEET INDEX:

- CS COVER SHEET
- C1 SITE PLAN
- C2 ARCHITECTURAL SITE PLAN/SITE PROFILES
- A1.0 FIRST FLOOR PLAN
- A1.1 SECOND FLOOR PLAN
- A1.9 BUILDING SECTION
- SI.1 PILING LOCATION & FLOOR FRAMING PLAN

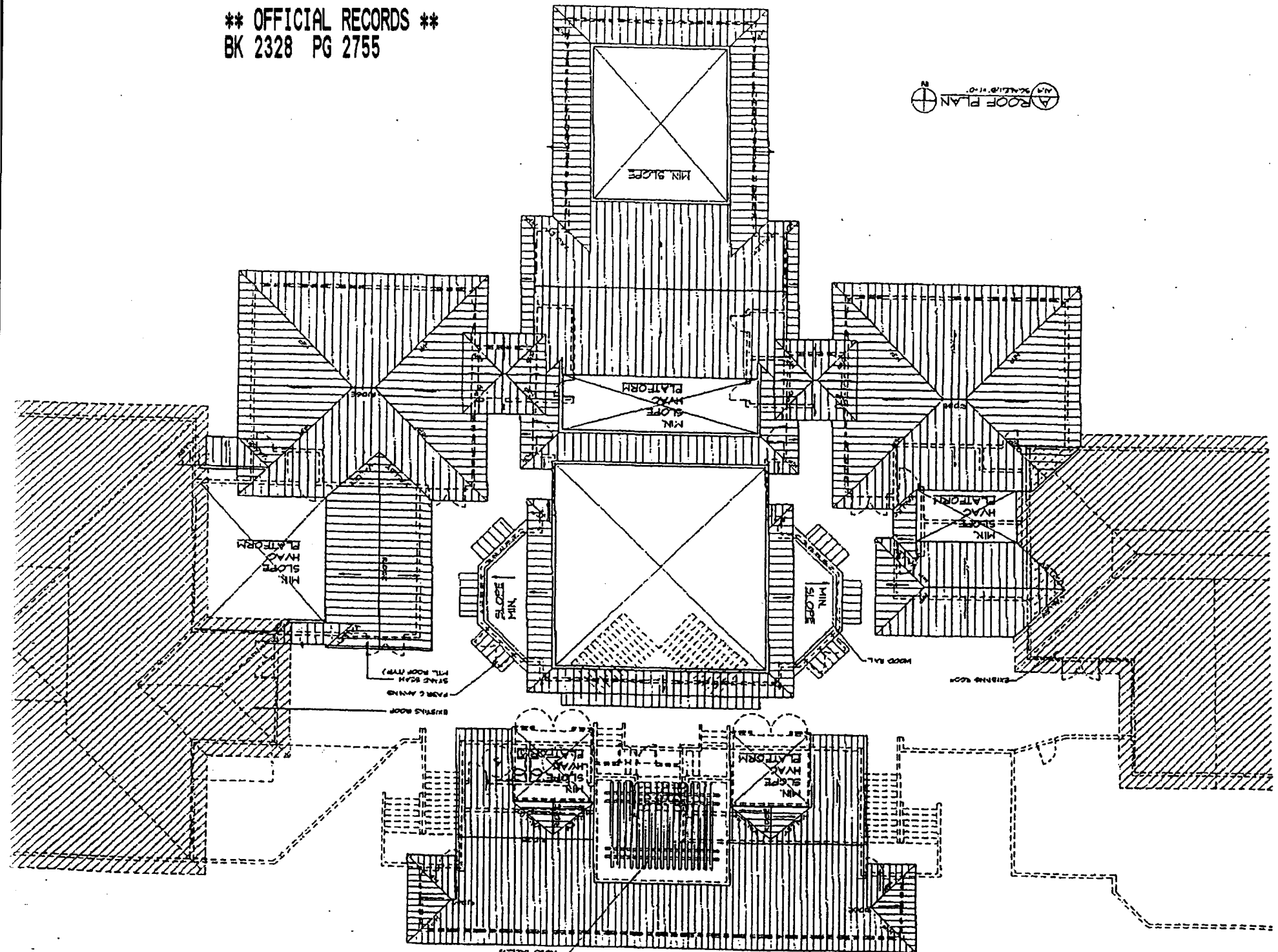


⊕ NORTH
⊕ FIRST FLOOR PLAN



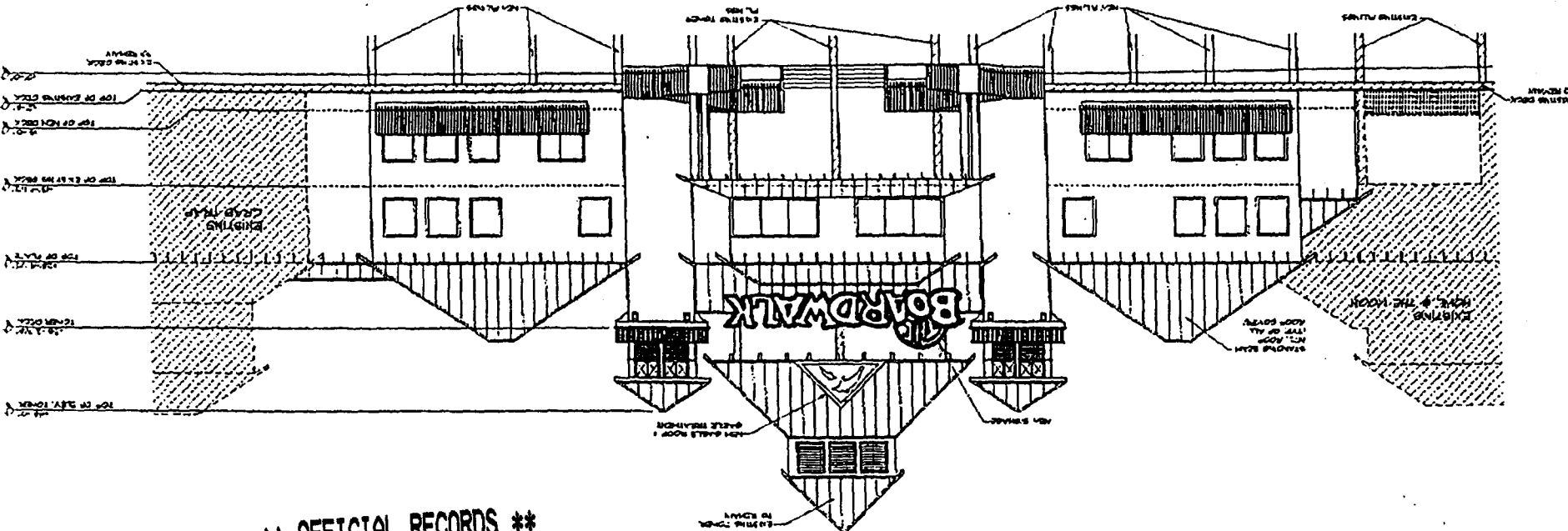
**** OFFICIAL RECORDS ****
BK 2328 PG 2754

ROOF PLAN
SCALE 1/8" = 1'-0"
N



ALL SCALE 1/4" = 1'-0"

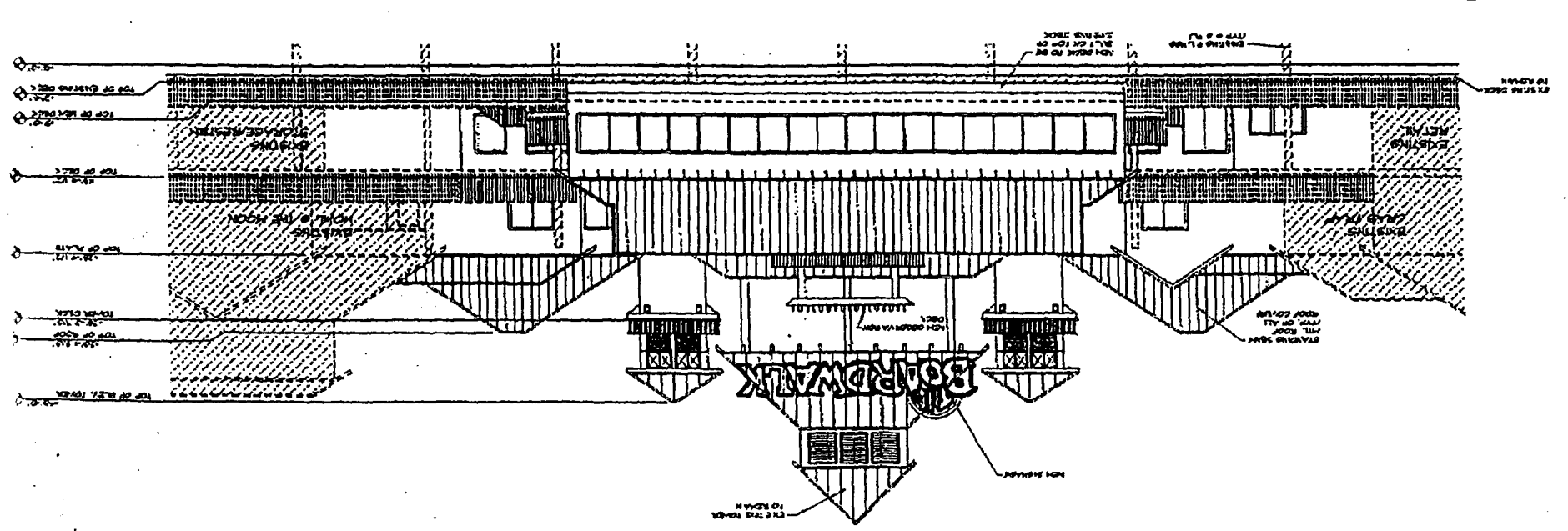
NORTH ELEVATION



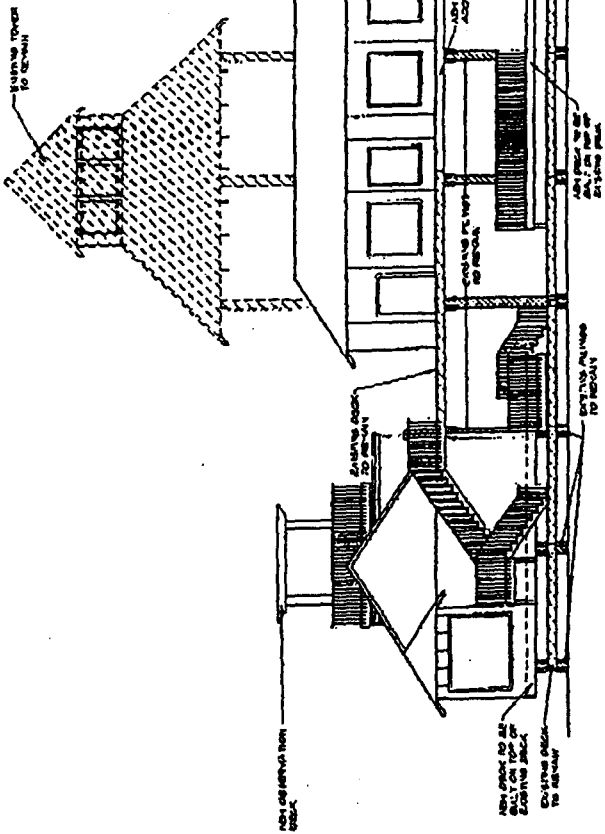
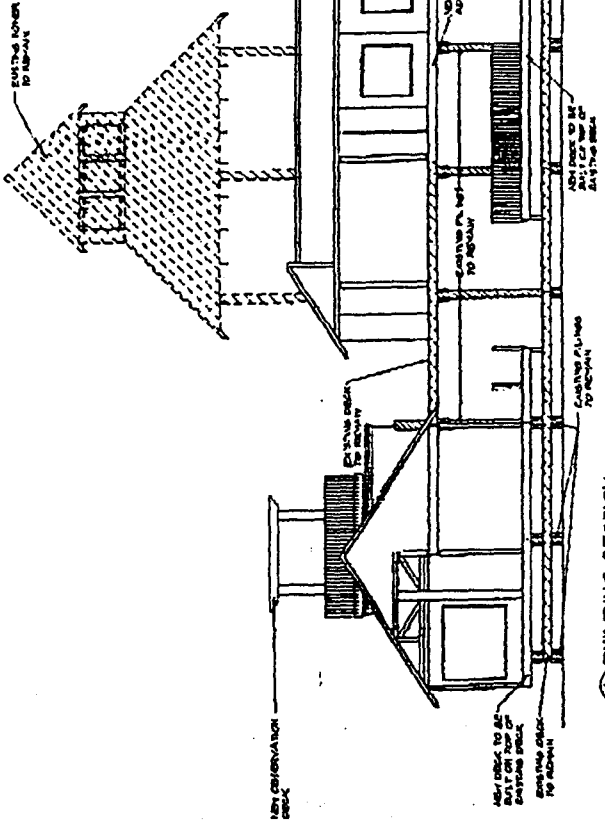
**** OFFICIAL RECORDS ****
BK 2328 PG 2756

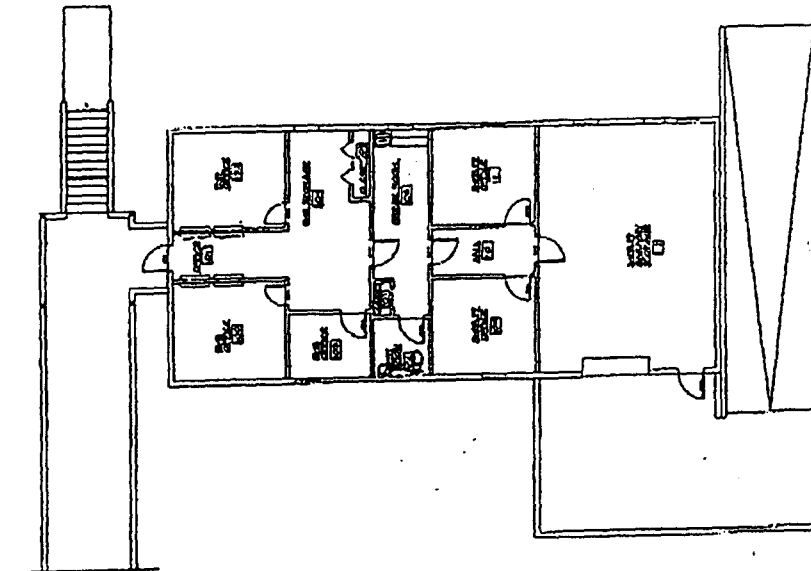
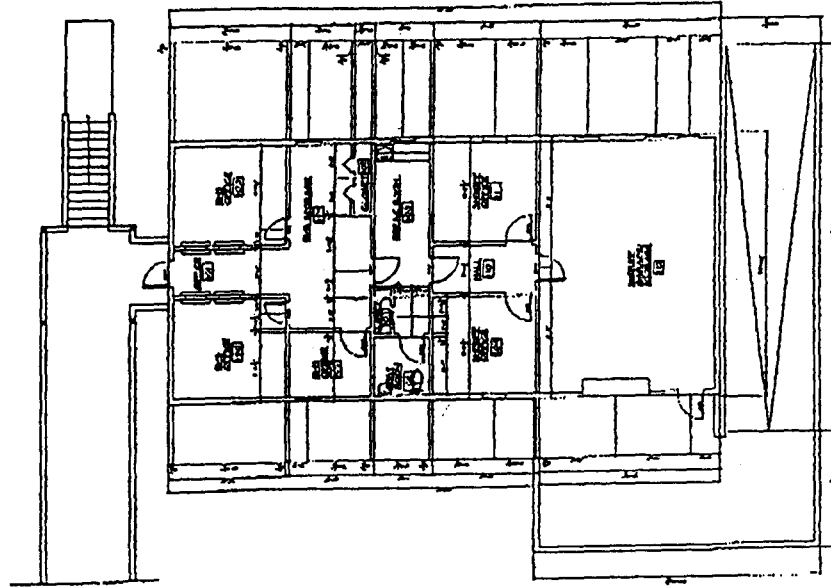
ALL SCALE 1/4" = 1'-0"

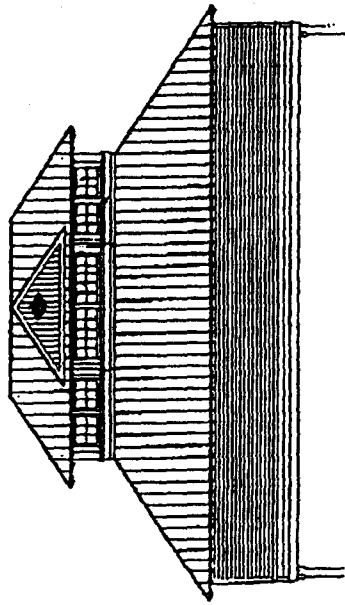
SOUTH ELEVATION



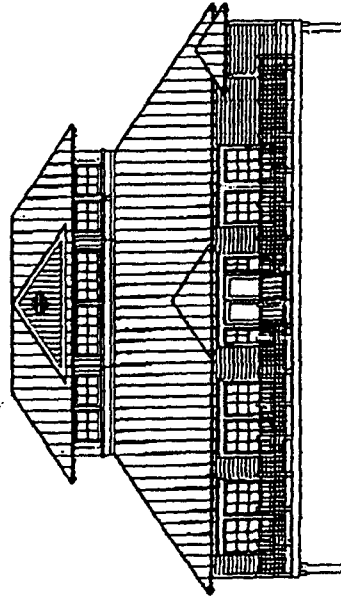
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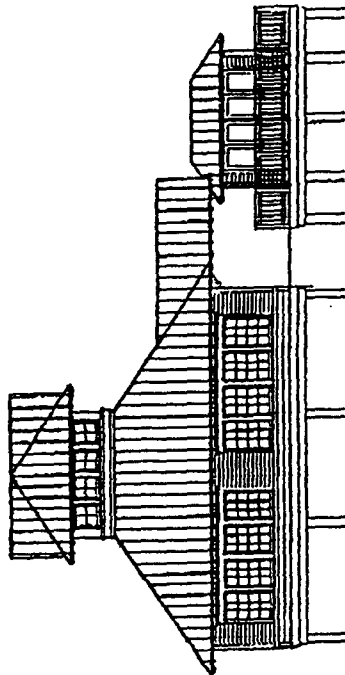




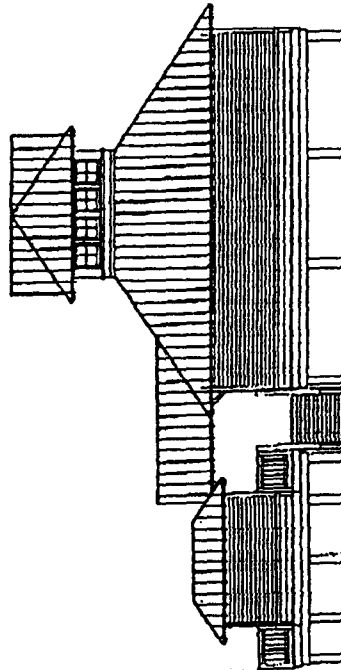
EAST ELEVATION
PORT HAITON BEACH, FL.



WEST ELEVATION
PORT HAITON BEACH, FL.

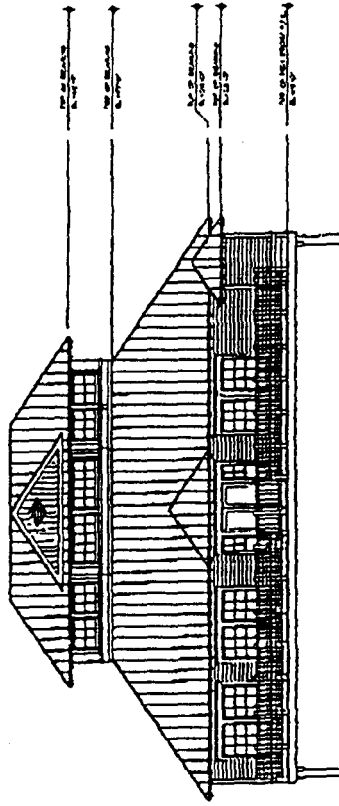


NORTH ELEVATION
PORT HAITON BEACH, FL.

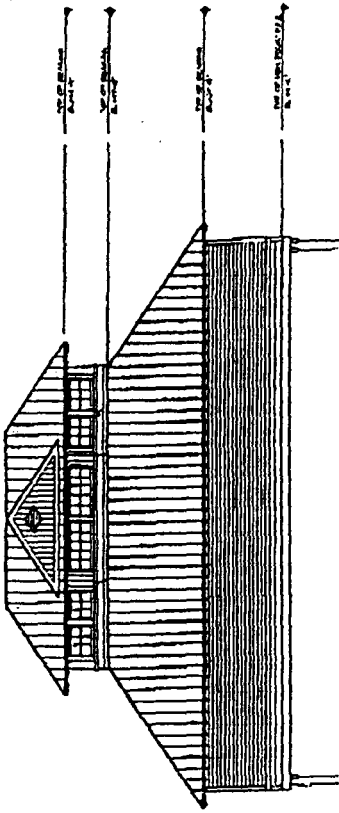


SOUTH ELEVATION
PORT HAITON BEACH, FL.

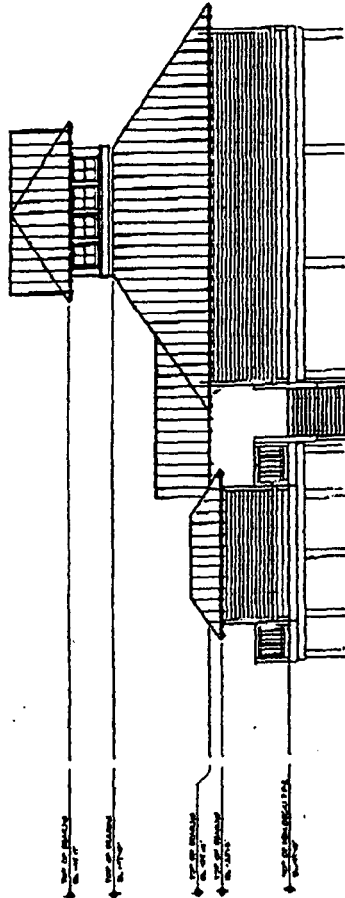
WEST ELEVATION
SCALE: 1/4" = 1'-0"



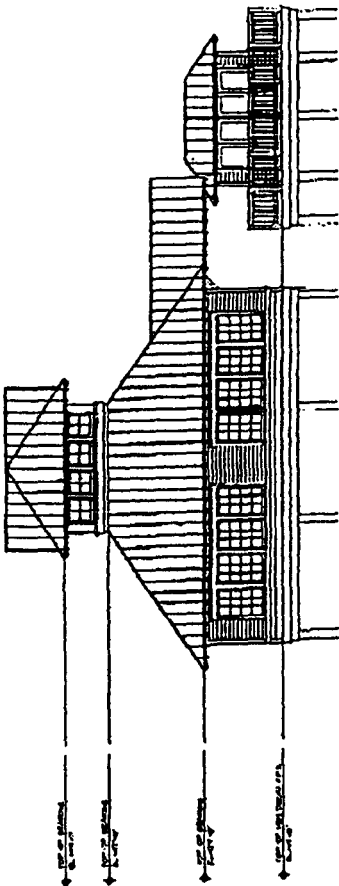
EAST ELEVATION
SCALE: 1/4" = 1'-0"



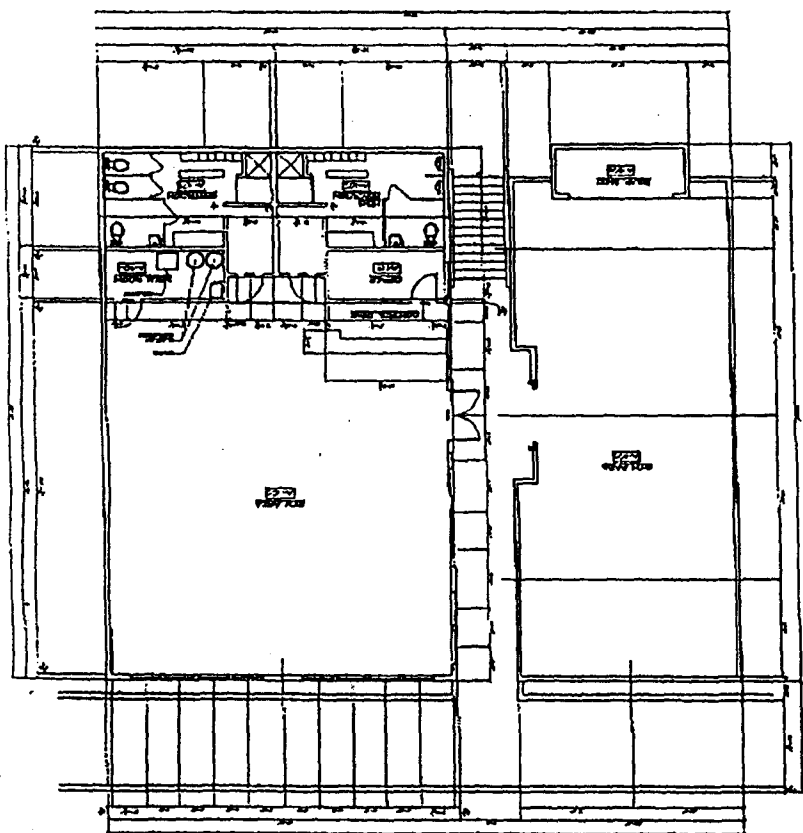
SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



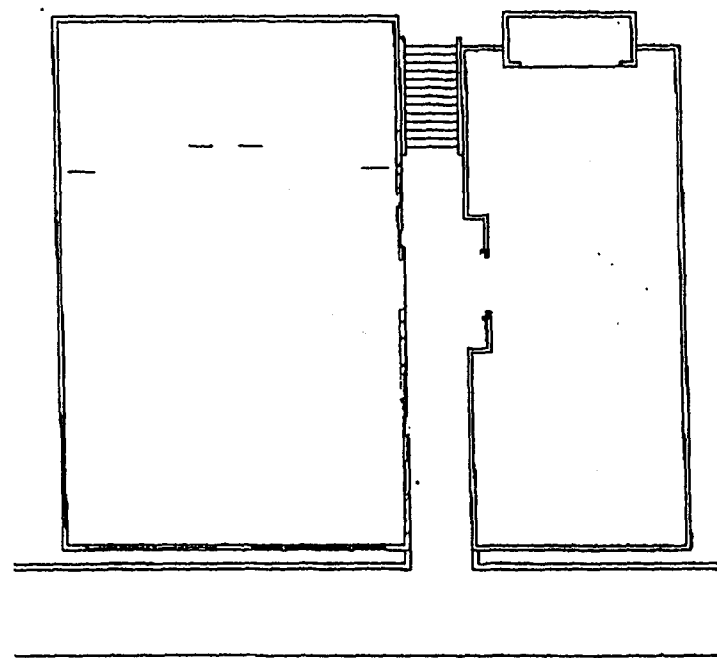
NORTH ELEVATION
SCALE: 1/4" = 1'-0"



FLOOR PLAN



GRID PLAN



#L121

**** OFFICIAL RECORDS ****
BK 2328 PG 2747

Prepared by:
James W. Grimsley
SMITH, GRIMSLEY, BAUMAN,
PINKERTON, PETERMANN & WELLS
Post Office Box 2379
Fort Walton Beach, Florida 32549
(850) 243-8194

FILE # 1883235 RCD: Nov 29 2001 @ 09:35AM
Newman C. Brackin, Clerk, Okaloosa Cnty FL

AGREEMENT AND STIPULATION

WHEREAS, Okaloosa County, a political subdivision of the State of Florida, hereinafter called "lessor" and Paradise Parks, Inc., hereinafter called "Paradise" entered into a public park lease on the 5th day of May, 1992, recorded in Official Records Book 1729, at page 490; hereinafter called the "lease"; and,

WHEREAS, the "lease" was amended pursuant to a First Amendment to "lease" dated the 2nd day of March, 1993, and recorded in Official Records Book 1730 at Page 335; and,

WHEREAS, on June 23, 1998, in a Second Amendment to the "lease", Lessor approved the transfer of the leasehold interest from Paradise to Surfside Ventures, Inc., hereinafter called "Surfside", and agreed in consideration for "Surfside" maintaining the lake property commonly known as Kiwanis Club of Fort Walton Beach Lake, to extend the "lease" for thirty (30) years commencing December 1, 1992, all as set forth in Minute Book 42, Page 19, of the Board of County Commissioners Minutes; and,

WHEREAS, the "lease" was further amended by Third Amendment to "lease" executed by "lessor" on March 21, 2000 and executed by "Surfside" on April 19, 2000, recorded in Official Records Book 2253 at page 1153, Public Records of Okaloosa County, Florida; and,

WHEREAS, a Fourth Amendment to the "lease" was approved by "lessor" in a duly called Board of County Commissioners meeting on October 17, 2000, recorded in minute book 44, at page 394; and,

WHEREAS, pursuant to Section 6 of the Third Amendment to the "lease", paragraph

33 of the "lease" was amended to provide that "Surfside" was to build to completion no later than March 15, 2001, a 2000 square feet of space to be leased to the "lessor" for the purposes of Okaloosa County Sheriff's Department and Okaloosa County Emergency Medical Services Substation or all other reasonable uses by the "lessor" ; and,

WHEREAS, those building improvements to be sub-leased to "sub-lessor" were not completed on March 15, 2001.

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration, it is thereupon agreed:

1. The above recitations are true and correct and incorporated herein by reference.
2. The date of completion of the 2000 square feet of space to be sub-leased to the "lessor" as set forth in Section 6, in the Third Amendment to "lease" adding paragraph 33 to the "lease" is amended to provide the date of completion is October 31, 2002. The remainder of paragraph 33 of the "lease" except as amended herein remains unchanged.
3. The office lease agreement dated the 3rd day of April, 2000, entered into by Live Oak Commons, Inc. as Landlord and Okaloosa County, Florida, as Tenant, copy of which is attached hereto as Exhibit "A" and made a part hereof, at paragraph 3 thereof entitled "Rent" is amended to provide the rent for the demised premises shall be \$1.00 per year until the sub-leased space referenced in paragraph 2 above receives a Certificate of Occupancy. On that date, the original rent as contained in paragraph 3 of said office lease will be reinstated as originally set forth in paragraph 3 and shall recommence. In the event the Certificate of Occupancy is not issued on the first day of a calendar month, then

that monthly rental payment shall be pro-rated.

4. Pursuant to the approval of "Surfside's" Development Plan as granted by "lessor" in Minute Book 44 at page 394, paragraph 4 of the "lease" entitled USE OF PREMISES, as amended and contained in the Third Amendment to Lease is deleted and the following is added:

Lessor approves "Surfside's" Development Plan, its uses and improvements, all as depicted in Exhibit "B". "Surfside" shall be responsible for and pay all costs and expenses incurred in the permitting process and for the building of the same.

The remainder of paragraph 4 of the "lease" except as amended herein remains unchanged.

5. The execution of this Agreement by Live Oak Commons, Inc. is as to the matters contained in paragraph 3 above.
6. This agreement is effective as of the 15th day of May, 2001.

OKALOOSA COUNTY, a political subdivision
of the State of Florida as "Lessor"


By, Chairman, Board of County Commissioners



Attested by:


Newman C. Brackin, Clerk of the Court



STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Shirley R. Ransom

_____ as Chairman of Okaloosa Board of County Commissioners, a political subdivision of the State of Florida, being first duly sworn on oath, who is personally known to me or who produced _____ as identification, to me known to be the person described in and who executed the foregoing and acknowledged before me that he/she executed the same for the uses and purposes therein set forth at the express direction of the Board of Commissioners of said County.

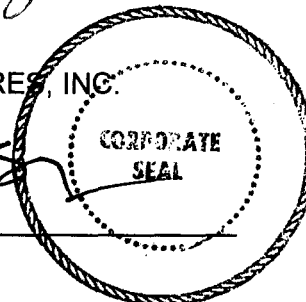
Witness my hand and official seal in the County and State last aforesaid this 20th day of November, 2001.



Norma J. Jones
MY COMMISSION # CC983120 EXPIRES
January 22, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

Norma J. Jones
Notary Public

SURFSIDE VENTURES, INC.
Lessee



By: Its President

Witnesses:

Jill R. Graham

Print name: Jill R. Graham

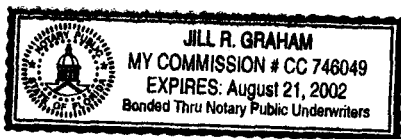
Michele D. Carpenter

Print name: Michele D. Carpenter

STATE OF FLORIDA
COUNTY OF OKALOOSA

I hereby certify that on this day before me, an officer duly in the State aforesaid and the County aforesaid to take acknowledgments, personally appeared ROBERT A. BONEZZI, being first duly sworn, on oath, who is ☒ personally known to me; or who ☐ produced _____ as identification to me known to be the person described in and who executed the foregoing and acknowledged before me that he executed the same for the uses and purposes therein set forth at the express direction of the board of directors of said corporation.

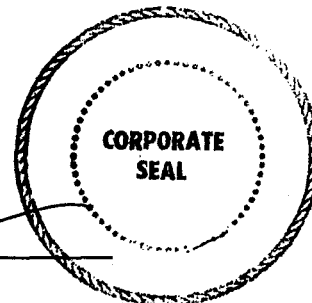
Witness my hand and official seal in the County and State last aforesaid this 25th day of September, 2001.



JILL R. GRAHAM
MY COMMISSION # CC 748049
EXPIRES: August 21, 2002
Bonded Thru Notary Public Underwriters

Jill R. Graham (Notary Seal)
Notary Public

LIVE OAK COMMONS, INC.
Lessee



By: Its President

Witnesses:

Jill R. Graham

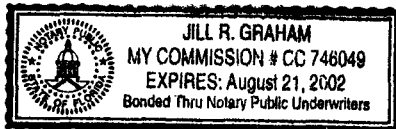
Print name: Jill R. Graham

Michele D. Carpenter
Print name: Michele D. Carpenter

STATE OF FLORIDA
COUNTY OF OKALOOSA

I hereby certify that on this day before me, an officer duly in the State aforesaid and the County aforesaid to take acknowledgments, personally appeared Robert A. Bonezzi, being first duly sworn, on oath, who is ☒ personally known to me; or who ☐ produced _____ as identification to me known to be the person described in and who executed the foregoing and acknowledged before me that he executed the same for the uses and purposes therein set forth at the express direction of the board of directors of . said corporation.

Witness my hand and official seal in the County and State last aforesaid this 25th day of September, 2001.



bonezzi/surfside agr 7 30 01

Jill R. Graham (Notary Seal)
Notary Public