



Board of County Commissioners

State of Florida

LEASE CONTROL FORM

DATE: 5/27/99

LEASE CONTROL #: L90-0107-BCCI-25

STATUS: OPEN / CLOSED DATE: _____

LEASE TYPE: _____ EXPENDITURE

LESSEE: CHAMPION INTL

LESSOR: OKALOOSA COUNTY

DESCRIPTION OF LEASE: PARK FACILITY
INGRESS/EGRESS

TERM: INDEFINITE

COUNTY DEPT/POC: ADMIN SERVICES / JAMES CURRY

COUNTY CONTACT TELEPHONE #: 689-5007

COUNTY CONTACT FAX #: 689-5025

Reply To:

Courthouse
101 E. James Lee Blvd. Crestview, FL 32536
(850) 689-5030 FAX: 689-5059

1804 Lewis Turner Blvd. Suite 100
Fort Walton Beach, FL 32547
(850) 651-7105 FAX: 651-7142

CHAMPION INTERNATIONAL CORPORATION
Western Florida Region
Pensacola, Florida

MISCELLANEOUS LICENSE

STATE OF FLORIDA

COUNTY OF OKALOOSA

DISTRICT Blackwater

This AGREEMENT made and executed between CHAMPION INTERNATIONAL CORPORATION, hereinafter called "Champion" and Board of County Commissioners, hereinafter called "Licensee",

WITNESSETH:

1. Champion does hereby grant unto the Licensee, a revocable license with respect to the following described property:

Located in Section 20, Township 2 North, Range 25 West, Okaloosa County, Florida.

for the following purposes:

For ingress and egress for access and maintenance on existing dirt road to public boat ramp.

2. The initial term of this license shall commence as of and October 30, 1989 and expire on December 31, 1990 and shall be automatically renewed from calendar year to calendar year for a consideration of ONE DOLLAR (\$1.00) per annum, or other monetary considerations as shown below, unless either party shall give written notice to the other at least thirty days prior to December 31st of any year. During any period of extension of the primary term, provisions, conditions and limitations of this license shall be in full force and effect.

Other monetary considerations for renewal as follows:

N/A

3. Champion grants unto the Licensee the right to construct on the above described premises the following:

N/A

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4. That the Licensee will save and hold Champion harmless from the payment of claims, demands or damages which may result to any parties by reason of the establishment, maintenance, operation or use of the above described premises for the purpose specified above, and the Licensee shall pay Champion all expenses that Champion may incur in adjusting, settling or defending any claims against it by reason thereof.

Licensee covenants and agrees that it will establish and maintain adequate safeguards for the protection of persons and property in connection with its use and will not use, permit or suffer said premises to be used for illegal or improper purpose or in such a manner as to constitute a public or private nuisance.

5. Licensee covenants and agrees:

- A. Not to transfer or assign this permit or license without the written consent of Champion.
- B. That Licensee will occupy and use the said lands for the purpose specified and control and manage such lands in such a manner that the value or use of the adjoining lands will not be adversely affected.
- C. That Licensee will not do or suffer any act to be done which will damage or injure the land above described, or the adjoining lands and the timber thereon.
- D. That the premises will be maintained in a clean and sanitary condition and all laws, rules or regulations of the State, County or State Board of Health will be adhered to.
- E. That Licensee will not construct buildings or other improvements on the land other than that first written, without written approval from Champion and will remove any buildings or improvements within ninety (90) days after the expiration of this license; failing which all right, title and interest with respect thereof shall vest in Champion and Champion shall have the right to occupy, use, remove or demolish the same in its sole discretion and without accounting to the said Licensee.
- F. Champion reserves the right of ingress and egress to, from, over and across lands above described.

6. This license may be terminated at any time by Champion for breach by giving Licensee thirty (30) days notice thereof, and after the primary term, by either party to this agreement by giving not less than sixty (60) days written notice to the other party, prior to expiration of any annual period; and Licensee agrees to remove with due care any and all buildings and improvements placed thereon by Licensee and leave the property in a condition at least to that existing prior to the construction of such buildings or improvements.

7. Notices required or authorized to be given hereunder shall be deemed to have been given, if telegraphic notice is dispatched to, or written notice is mailed to (transmission charges prepaid in either instance) to the other party at the address or addresses below, or to such other addresses as either party shall furnish to the other in writing:

J.D. Fulford
Champion International Cor.
P. O. Box 549
Jay, Florida 32565

8. The Licensee agrees to vacate and surrender peaceable possession of the said property to the Licensor, Champion, its successors or assigns, upon the expiration or earlier termination thereof.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on this the 31 day of October, 89

Signed, sealed and delivered in the presence of:

CHAMPION INTERNATIONAL CORP.

Lynn Hendricks
Larry L. Wiggins
As to Champion International

BY: J.D. Fulford

Steven E. Moran
James Kennedy
As to Licensee

LICENSEE
Don S. Wan
Chairman, Board of County Commissioners
Address: Shalimar Courthouse Annex

Shalimar, Florida 32579
Telephone: (904) 651-3710 ext. 422