

**EXHIBIT B**

**CONTRACT, LEASE, AGREEMENT CONTROL FORM**

Date: 2/6/2003

Contract/Lease Control #: L03-0205-BCC50-54

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

Award To/Lessee: FLORIDA DEPARTMENT OF JUVENILE JUSTICE

Lessor: OKALOOSA COUNTY

Effective Date: 9/3/96 \$50.00

Term: EXPIRES 9/2/2046

Description of Contract/Lease: LAND LEASE JUVENILE JUSTICE SYSTEM FACILITY, CRESTVIEW, FL

Department Manager: ADMINISTRATIVE SERVICES

Department Monitor: J. CURRY

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

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



STATE OF FLORIDA  
DEPARTMENT OF JUVENILE JUSTICE

January 21, 2003

Okaloosa County, Florida  
Board of County Commissioners  
1804 Lewis Turner Blvd., Suite 100  
Ft. Walton Beach, FL 32547

1.03-0205-BCC50-54  
LESSEE: FLORIDA DEPT OF  
JUVENILE JUSTICE  
DJJ FACILITY, CRESTVIEW, FL  
EXPIRES: 9/2/2046

Re: Land Lease between Okaloosa County and the State of Florida, Department of Juvenile Justice (Department) as successor to the State of Florida, Department of Health and Rehabilitative Services for the DJJ facility(ies) on Straight Line Road, Crestview, Florida

To Whom It May Concern:

I am writing at this time to request a determination from you, as the representative for the Lessor for the above referenced Land Lease.

The Land Lease, a copy of which is enclosed, requires the Department to submit a payment of \$1.00 per year to the Lessor.

Since the inception of DJJ, it has been assumed that this requirement was included in the Land Lease to show good faith and legal "consideration." Over the past several years, we have been advised by various entities that there is no expectation that this nominal amount will actually be tendered. We would like to take this opportunity to formally obtain guidance from you, as to the Lessor's position on this matter.

Therefore, for your convenience, we are providing below two options which we ask that you review. Please select one of the payment options, sign where indicated and return directly to me, Lynda Stanyard, in the enclosed self addressed envelope or by Fax to 850-488-3198.

Thank you in advance for your attention to this. If you need to contact me please call me at 850-921-7834.

Sincerely,

  
Lynda D. Stanyard  
Sr. Land Acquisition & Management Agent

OPTION #1 - \$1.00 Annual Payment

NOT Required - ~~DON'T SEND~~

James D. Curry

Name

Administrative Services Director

Title

Okaloosa County Board of County Commissioners

OPTION #2 - SEND \$1.00 Annual

Payment IS Required - REMIT EACH YR. TO:

Name & Title

Address of where to send \$1.00 annual pmt.

City & Zip Code

2737 CENTERVIEW DRIVE TALLAHASSEE, FLORIDA 32399-3100

JEB BUSH, GOVERNOR

W. G. "BILL" BANKHEAD, SECRETARY



STATE OF FLORIDA  
DEPARTMENT OF JUVENILE JUSTICE

TO: Jim Curry  
FROM: L. Hally

January 21, 2003

Okaloosa County, Florida  
Board of County Commissioners  
1804 Lewis Turner Blvd., Suite 100  
Ft. Walton Beach, FL 32547

Please process  
for approval.  
*(Signature)*

Re: Land Lease between Okaloosa County and the State of Florida (Department) as successor to the State of Florida, Department for the DJJ facility(ies) on Straight Line Road, Crestview, Florida

To Whom It May Concern:

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Sincerely,  
*Lynda Stanyard*  
Lynda D. Stanyard  
Sr. Land Acquisition & Management Agent

OPTION #1 - \$1.00 Annual Payment  
**NOT** Required - **DON'T SEND**

OPTION #2 - SEND \$1.00 Annual  
Payment **IS** Required - **REMIT EACH YR. TO:**

Name \_\_\_\_\_

Name & Title \_\_\_\_\_

Title \_\_\_\_\_

Address of where to send \$1.00 annual pmt. \_\_\_\_\_

City & Zip Code \_\_\_\_\_

2737 CENTERVIEW DRIVE TALLAHASSEE, FLORIDA 32399-3100

JEB BUSH, GOVERNOR

W. G. "BILL" BANKHEAD, SECRETARY

*Approved for return to Okaloosa*

08/12/96

LEASE AGREEMENT

This lease is made and entered into between the State of Florida, Department of Juvenile Justice, hereinafter referred to as "LESSEE" and Okaloosa County, a political subdivision of the State of Florida and hereinafter referred to as "LESSOR". The effective date of this lease shall be the date of the last signature.

WITNESSETH:

**WHEREAS**, the LESSOR hereby represents and warrants that the LESSOR is the owner in fee simple absolute of the Leased Site subject to covenants, conditions restrictions, easements and other matters of record and is herewith providing a copy of the deed of record exhibiting fee simple title along with a current certified survey of the Leased Site showing all matters of record pertaining to the Leased Site.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements hereinafter contained in the body of this Lease Agreement, LESSOR leases the Leased Site to LESSEE subject to the following terms and conditions:

1. DESCRIPTION OF SITE: The property subject to this Lease, is situated in the County of Okaloosa, State of Florida and is more particularly described in Exhibit A attached hereto and hereinafter referred to as the "Leased Site".

2. TERM: The term of this Lease shall be for a period of Fifty (50) years, commencing on the last signature date of this Lease Agreement unless sooner terminated pursuant to the provisions contained within this Lease. The LESSOR hereby Leases to the LESSEE and the LESSEE hereby leases from the LESSOR the above described Leased Site for the term set out in this Lease and the LESSEE agrees to pay the LESSOR the sum of One Dollar (\$1.00 ) per year which amount shall be rendered to the LESSOR at Board of County Commissioners, 1804 Lewis Turner Blvd., Suite 100, Fort Walton Beach, Fl. 32547. Further, LESSOR herewith offers the LESSEE the right to renew the term of this Lease Agreement for a period of Twenty (20) additional years at the end of the above Fifty (50) year term, at the same conditions contained within this Lease Agreement.

LESSOR'S Federal Identification Number is 59-6000765

3. PURPOSE: LESSEE shall manage the Leased Site only for the establishment and operation of a Juvenile Justice Facility along with other related uses necessary for the accomplishment of this purpose.

4. QUIET ENJOYMENT AND RIGHT OF USE: LESSOR covenants that it is seized of the Leased Site in fee simple and has full right to enter into this Lease and LESSEE shall have the right of ingress and egress to, from, and upon the Leased Site for all purposes necessary to the full quiet enjoyment by said LESSEE or LESSEE'S OPERATORS, of the rights conveyed herein.

5. DELIVERY AND POSSESSION: Upon the execution of this Lease, the LESSOR shall deliver possession of the Leased Site to the LESSEE.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the Leased Site or any use thereof not in conformance with this Lease. The LESSEE shall not permit the Leased Site to be used or occupied in any manner which will violate any laws or regulations of the applicable governmental authority or entity.

7. RIGHT OF INSPECTION: LESSOR or its duly authorized agents shall have the right from time to time with reasonable advance notice to the LESSEE and OPERATOR to inspect the Leased Site and the works and operations thereon of LESSEE, in any matter pertaining to this Lease.

8. INSURANCE REQUIREMENTS: LESSEE shall procure and maintain adequate fire and extended risk insurance coverage for any improvements or structures located on the Leased Site in amounts not less than the full insurable replacement value of such improvements by preparing and delivering to the Division of Risk Management, Department of Insurance, a completed Florida Fire Insurance Trust Fund Coverage Request Form immediately upon erection of any structures.

9. LIABILITY: LESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to LESSEE'S respective areas of responsibility under this Lease or arising out of LESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims.

10. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easements not approved in writing by LESSOR shall be void and without legal effect. In order to provide for the more orderly development of the Leased Site, it may be necessary, desirable, or required that right-of-way, street, utility

lines and easements or licenses or similar rights be granted over or within portions of said Leased Site. LESSOR shall, upon request of LESSEE, join with LESSEE in executing and delivering such documents throughout the term of this Lease, as may be appropriate, necessary or required by any governmental agencies, public utilities, and companies for this purpose. LESSOR shall not unreasonably withhold its written approval for any such easement or utility and all expenses will be borne by the LESSEE. LESSEE additionally will be responsible for the utilities being turned off, but not removed, at the surrender of the Leased Site.

11. LAND DEVELOPMENT REGULATIONS: LESSEE will take all necessary efforts to obtain any zoning, subdivision Leased Site plan(s), environmental audits, or building approvals on the Leased Site, or any part thereof with which LESSEE may be required to comply. LESSOR agrees to assist the LESSEE in the creation and execution of such documents, petitions, applications and authorizations as may be appropriate or required to submit the Leased Site, or any part thereof, for the purpose of obtaining such approvals. If for any reason easements, land development regulations or environmental issues cause the proposed use of this Leased Site unusable for the LESSEE'S intended purpose this Lease shall be null and void.

12. EXPENSES: In each of the foregoing instances, unless expressly agreed to herein, shall be borne solely by LESSEE. LESSOR shall be without expense unless otherwise agreed to herein.

13. SUBLEASES AND ASSIGNMENT: The LESSEE, upon obtaining the written consent of the LESSOR, which written consent shall not unreasonably be withheld, shall have the right to sublet all or any part of the Leased Site, or to assign all or any part of the Leased Site. LESSEE may contract with a qualified Operator to run the juvenile justice program on the Leased Site. Said operator may act as LESSEE'S agent for the purpose of enforcing the terms of this Lease.

14. SURRENDER OF LEASED SITE: Upon expiration, cancellation, or termination of this Lease, LESSEE shall surrender the Leased Site, to LESSOR. In the event no further use of the Leased Site or any part thereof is needed, LESSEE shall give written notification to the LESSOR at least six (6) months prior to the release of any or all of the Leased Site.

15. DUPLICATE ORIGINALS: This lease is executed in duplicate originals each of which shall be considered an original for all purposes.

beyond that imposed by law for costs of any clean up or abatement actions if the conditions requiring said clean up are not attributable to the use of the property by LESSEE or its Operator during the term of this Lease Agreement. Nothing in this section should be construed as a waiver by LESSOR or LESSEE of any claims against third persons or parties responsible for any costs of environmental damage and clean up on the Leased Site during the term of this Lease Agreement.

19. MAINTENANCE, REPAIRS AND DESTRUCTION OF IMPROVEMENTS: LESSEE, throughout the term of this Lease, at its own cost, and without any expense to the LESSOR, shall keep and maintain the Leased Site, including any buildings and improvements thereon, in good, sanitary and neat order, condition and repair. Such maintenance and repair shall include, but not be limited to, painting, janitorial, fixtures and appurtenances (lighting, heating, plumbing, and air-conditioning), landscaping of grounds within the Leased Site as well as buildings and improvements on the Leased Site. Such repair may also include structural repair, if deemed necessary by the LESSEE. LESSEE shall also comply and abide by all Federal, State, Municipal and other Governmental Statutes, ordinances, buildings and improvements thereon, or any other activities or condition on or in the Leased Site.

If the Leased Site is partially damaged by any casualty insurable under the LESSEE'S insurance policy, or its self-insurance program, LESSEE may at its option upon receipt of the insurance proceeds, repair the same in the manner it deems necessary and appropriate.

Provided, however, if the Leased Site, including buildings and improvements thereon: (a) are rendered wholly untenable by reason of such occurrence or, (b) damaged, in whole or in part, to the extent of FIFTY PERCENT (50%) or more of the replacement cost on date of loss thereof, in the sole judgment of LESSEE, then in either of such event, LESSEE may repair the damage. If LESSEE chooses not to repair the damage, LESSEE may upon 90 days notice to LESSOR cancel this Lease.

Notice of cancellation within ninety (90) days after either of the above described events occur, and thereupon this Lease shall terminate, and LESSEE shall vacate and surrender the Leased Site to LESSOR. In the event of such cancellation due to either of the above described events, the LESSEE shall receive proceeds from any policy of insurance or proceeds for the self-insurance program.

20. JURISDICTION: In the event of litigation between the parties with respect to this Lease, the court of venue and jurisdiction shall be Circuit Court of the Second Judicial Circuit in and for Leon County, Florida.

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

22. CONDITIONS AND COVENANTS: All of the provisions of this Lease shall be deemed covenants running with the land included in the Leased Site, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

23. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the Leased Site or to the improvements thereon, including any and all drainage and special assessments of every kind. LESSEE shall not be responsible for the payment of any taxes associated with the Leased Site.

24. TIME: Time is expressly declared to be of the essence of this Lease.

25. GOVERNING LAW: This Lease shall be governed by and interpreted according to the laws of the State of Florida. This Lease was executed and shall be performed in the State of Florida.

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

27. NOT CONSENT TO SUE: The provisions, terms or conditions of the Lease shall not be construed as a consent of the State of Florida to be sued because of said Lease.

28. SPECIAL CONDITIONS: The following special conditions shall apply to this Lease:

29. AVAILABILITY OF FUNDS: The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature, F.S. 255. 2502.



30. NOTICES: Any notice or demand given or made by a party hereto shall be in writing and shall be given by certified or registered mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

Notice to the LESSOR shall be addressed to:

Okaloosa County Commission  
1804 Lewis Turner Blvd.  
Suite 100  
Ft. Walton Beach, Fl. 32547

Notice to the LESSEE shall be addressed to:

Department of Juvenile Justice  
Facilities Services  
Knight Building, Suite 114  
2737 Centerview Drive  
Tallahassee, Florida 32399-3100

31. RADON GAS: In compliance with Section 404.056, Florida Statutes, all parties are hereby made aware of the following:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

32. ENTIRE UNDERSTANDING: This Lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR and LESSEE.

In **WITNESS WHEREOF**, the parties have caused the Lease Agreement to be executed on the day and year first above written.

**ATTEST:** OKALOOSA COUNTY  
CLERK OF CIRCUIT COURT

**LESSOR:** OKALOOSA COUNTY  
BOARD OF COMMISSIONERS

Robert D. McGuire, Dep. Clk  
Newman C. Brackin, Clerk  
Robert D. McGuire, Dep. Clk  
Printed Name

By: Dennis D. Nicholson (SEAL)  
Dennis D. Nicholson  
Chairman

Norma J. Jones  
Witness  
Norma J. Jones  
Witness

DATE 8-20-96

STATE OF FLORIDA

COUNTY OF Okaloosa

The foregoing instrument was acknowledge before me this 20<sup>th</sup> day of Aug., 1996  
by Robert D. McGuire, clerk, and Dennis D. Nicholson, chairman,  
who as is/are personally known to me and who did/(did not) take an oath.

My Commission Expires:



NORMA J. JONES  
MY COMMISSION # CC250383 EXPIRES  
January 22, 1997  
BONDED THRU TROY FAIR INSURANCE, INC.

Norma J. Jones  
Notary Public, State of Florida  
Printed, typed or stamped name:

(Serial Number, if any)

**LESSEE:** STATE OF FLORIDA  
DEPT. OF JUVENILE JUSTICE

Concepcion Landis  
Witness  
Kunda L. Stanyard  
Witness

By: Woodrow W. Harper (SEAL)  
Woodrow W. Harper  
Assistant Secretary

DATE: Sept. 3, 1996

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledge before me this 3<sup>rd</sup> day of Sept., 1996  
by Woodrow W. Harper, as Deputy Secretary, who  
as is/~~are~~ personally known to me and who did/(did not) take an oath.

My Commission Expires:



Jo Ann U. Bridges  
MY COMMISSION # CC546821 EXPIRES  
June 22, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

Jo Ann U. Bridges  
Notary Public, State of Florida  
Printed, typed or stamped name:  
Jo Ann U. Bridges

(Serial Number, if any)

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 'A'

COMMENCE AT AN EXISTING EGLIN A.F.B. CONCRETE MONUMENT (NO R.L.S. #) MARKING THE SOUTHWEST CORNER OF SECTION 2, T-2-N, R-23-W, OKALOOSA COUNTY, FLORIDA SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF LITTLE SILVER ROAD; THENCE N87°05'19"E 660.77 FEET ALONG THE SOUTH LINE OF SAID SECTION 2 AND SAID NORTH RIGHT OF WAY LINE TO AN EXISTING CAPPED IRON PIPE (R.L.S. #4028); THENCE N06°34'03"W 1,322.18 FEET TO A CAPPED IRON PIPE (R.L.S. #1355); THENCE N86°50'37"E 475.00 FEET TO A CONCRETE MONUMENT (R.L.S. #1179) AND POINT OF BEGINNING; THENCE N06°34'03"W 1313.14 FEET TO A CONCRETE MONUMENT (R.L.S. #1179) MARKING THE D.E.P. JURISDICTIONAL LINE; THENCE S50°40'45"E 64.23 FEET TO A CAPPED IRON PIPE (R.L.S. #1179); THENCE N89°03'31"E 148.73 FEET TO A CAPPED IRON PIPE (R.L.S. #1179); THENCE N64°41'37"E 124.76 FEET TO A CAPPED IRON PIPE (R.L.S. #1179); THENCE N89°15'00"E 173.66 FEET TO A CAPPED IRON PIPE (R.L.S. #1179); THENCE S41°41'15"E 112.73 FEET TO A CAPPED IRON PIPE (R.L.S. #1179); THENCE S28°19'44"E 95.84 FEET TO A CAPPED IRON PIPE (R.L.S. #1179); THENCE S23°33'50"E 138.07 FEET TO A CAPPED IRON PIPE (R.L.S. #1179); THENCE S27°50'16"E 230.94 FEET TO A CAPPED IRON PIPE (R.L.S. #1179); THENCE S39°48'08"E 106.93 FEET TO A CAPPED IRON PIPE (R.L.S. #1179); THENCE S19°39'01"W 166.48 FEET TO A CAPPED IRON PIPE (R.L.S. #1179); THENCE S20°37'52"E 185.18 FEET TO A CAPPED IRON PIPE (R.L.S. #1179); THENCE S35°40'22"E 64.93 FEET TO A CAPPED IRON PIPE (R.L.S. #1179); THENCE S09°01'47"W 175.72 FEET TO A CAPPED IRON PIPE (R.L.S. #1179); THENCE S03°38'38"W 147.15 FEET TO A CONCRETE MONUMENT (R.L.S. #1179); THENCE S86°56'37"W 697.79 FEET TO THE POINT OF BEGINNING. CONTAINS 20.23 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

EASEMENT #1

A NON-EXCLUSIVE 30.00 FEET INGRESS/EGRESS EASEMENT DESCRIBED AS FOLLOWS:

A PARCEL OF LAND 30.00 FEET WIDE LYING WEST OF, ADJACENT TO AND PARALLEL TO THE FOLLOWING DESCRIBED LINE: COMMENCE AT AN EXISTING EGLIN A.F.B. CONCRETE MONUMENT (NO R.L.S. #) MARKING THE SOUTHWEST CORNER OF SECTION 2, T-2-N, R-23-W, OKALOOSA COUNTY, FLORIDA SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF LITTLE SILVER ROAD; THENCE N 87°05'19"E 660.77 FEET ALONG THE SOUTH LINE OF SAID SECTION 2 AND SAID NORTH RIGHT OF WAY LINE TO AN EXISTING CAPPED IRON PIPE (R.L.S. #4028) AND POINT OF BEGINNING; THENCE N06°34'03"W 1322.18 FEET TO A CAPPED IRON PIPE (R.L.S. #1355) AND END OF LINE HEREIN DESCRIBED. CONTAINS 0.91 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

EASEMENT #2

A NON-EXCLUSIVE 30.00 FEET UTILITY, INGRESS AND EGRESS EASEMENT DESCRIBED AS FOLLOWS:

A PARCEL OF LAND 30.00 FEET WIDE LYING EAST OF, ADJACENT TO AND PARALLEL TO THE FOLLOWING DESCRIBED LINE: COMMENCE AT AN EXISTING EGLIN A.F.B. CONCRETE MONUMENT (NO R.L.S. #) MARKING THE SOUTHWEST CORNER OF SECTION 2, T-2-N, R-23-W, OKALOOSA COUNTY, FLORIDA SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF LITTLE SILVER ROAD; THENCE N 87°05'19"E 660.77 FEET ALONG THE SOUTH LINE OF SAID SECTION 2 AND SAID NORTH RIGHT OF WAY LINE TO AN EXISTING CAPPED IRON PIPE (R.L.S. #4028) AND POINT OF BEGINNING; THENCE N06°34'03"W 1322.18 FEET TO A CAPPED IRON PIPE (R.L.S. #1355) AND END OF LINE HEREIN DESCRIBED. CONTAINS 0.91 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

EASEMENT #3

A NON-EXCLUSIVE 30.0 FEET UTILITY, INGRESS AND EGRESS EASEMENT DESCRIBED AS FOLLOWS:

A PARCEL OF LAND 30.00 FEET WIDE LYING NORTH OF, ADJACENT TO AND PARALLEL TO THE FOLLOWING DESCRIBED LINE: COMMENCE AT AN EXISTING EGLIN A.F.B. CONCRETE MONUMENT (NO R.L.S. #) MARKING THE SOUTHWEST CORNER OF SECTION 2, T-2-N, R-23-W, OKALOOSA COUNTY, FLORIDA SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF LITTLE SILVER ROAD; THENCE N 87°05'19"E 660.77 FEET ALONG THE SOUTH LINE OF SAID SECTION 2 AND SAID NORTH RIGHT OF WAY LINE TO AN EXISTING CAPPED IRON PIPE (R.L.S. #4028); THENCE N06°34'03"W 1,322.18 FEET TO A CAPPED IRON PIPE (R.L.S. #1355) AND POINT OF BEGINNING; THENCE S86°53'52"W 659.88 FEET TO A CONCRETE MONUMENT (NO R.L.S. #) ON THE WEST LINE OF SAID SECTION 2 AND THE EAST LINE OF SECTION 3, T-2-N, R-23-W, OKALOOSA COUNTY, FLORIDA; THENCE S88°37'15"W 1342.19 FEET TO AN EXISTING CONCRETE MONUMENT (NO R.L.S. #) AND END OF LINE HEREIN DESCRIBED.

CONTAINS 1.38 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

EASEMENT #4

A NON-EXCLUSIVE 66.00 FEET UTILITY, INGRESS AND EGRESS EASEMENT DESCRIBED AS FOLLOWS:

COMMENCE AT AN EXISTING EGLIN A.F.B. CONCRETE MONUMENT (NO R.L.S. #) MARKING THE SOUTHWEST CORNER OF SECTION 2, T-2-N, R-23-W, OKALOOSA COUNTY, FLORIDA SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF LITTLE SILVER ROAD; THENCE N 87°05'19"E 660.77 FEET ALONG THE SOUTH LINE OF SAID SECTION 2 AND SAID NORTH RIGHT OF WAY LINE TO AN EXISTING CAPPED IRON PIPE (R.L.S. #4028); THENCE N06°34'03"W 1,322.18 FEET TO A CAPPED IRON PIPE (R.L.S. #1355) AND POINT OF BEGINNING; THENCE S86°53'52"W 30.06 FEET; THENCE N06°34'03"W 66.02 FEET; THENCE N86°56'37"E 438.93 FEET; THENCE N06°34'03"W 529.95 FEET; THENCE N83°25'57"E 66.00 FEET; THENCE S06°34'03"E 600.00 FEET TO A CONCRETE MONUMENT (R.L.S. #1179); THENCE S86°56'37"W 475.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.57 ACRES MORE OR LESS.