

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/05/2022

Contract/Lease Control #: L22-0505-PW

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/05/2022

Expiration Date: 08/04/2027

Description of: SUBLEASE FOR GUEST LAKE BOAT RAMP

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

replaces L17-0451-PW

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: T30 Tracking Number: 4665-22
 Procurement/Contractor/Lessee Name: Stoppel Dept of Agriculture Grant Funded: YES ___ NO X
 Purpose: Sublease for Guest Lake Boat Ramp
 Date/Term: 5yrs
 Department #: _____
 Account #: _____
 Amount: _____
 Department: PW Dept. Monitor Name: duy

1. GREATER THAN \$100,000
 2. GREATER THAN \$50,000
 3. \$50,000 OR LESS

Purchasing Review
 Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 7-7-22
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

2CFR Compliance Review (if required)
 Approved as written: no Federal funds Grant Name: _____
 _____ Date: _____
 Grants Coordinator Suzanne Ulloa

Risk Management Review
 Approved as written: see attached mail Date: 7-7-22

 Risk Manager or designee Kristina LoFria

County Attorney Review
 Approved as written: see email attached Date: 7-7-22

 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
 Approved as written: _____ Date: _____

IT Review (if applicable)
 Approved as written: _____ Date: _____

DeRita Mason

From: Lynn Hoshihara NGN-Tally
Sent: Monday, June 27, 2022 5:29 PM
To: Zan Fedorak
Cc: Parsons, Kerry
Subject: RE: Sublease#3686-012/Action ID #45352 Okaloosa County - For Next Agenda

This is approved.

From: Zan Fedorak <zfedorak@myokaloosa.com>
Sent: Monday, June 27, 2022 12:46 PM
To: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Cc: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: RE: Sublease#3686-012/Action ID #45352 Okaloosa County - For Next Agenda

Hey Lynn,

Any chance I could move forward with this? It really needs to be on this agenda. It expired June 22 so we need to get it back to FDEP for execution ASAP.

Thanks,
Zan

From: Zan Fedorak <>
Sent: Tuesday, June 21, 2022 3:40 PM
To: Lynn Hoshihara NGN-Tally <lhoshihara@ngn-tally.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Subject: FW: Sublease#3686-012/Action ID #45352 Okaloosa County - For Next Agenda

Ladies,

I have been working on renewing the lease for the Guest Lake Boat ramp with FDEP. We opted to go with a new lease that will automatically renew every 5 years unless we or the State decline to continue. If you could please review, I need to get this on the next agenda. Hopefully it will not require any revisions.

Thanks,
Zan

From: no-reply@dep.state.fl.us <no-reply@dep.state.fl.us>
Sent: Monday, June 20, 2022 8:02 AM
To: Tara.N.Gray@FloridaDEP.gov; Brad.Richardson@dep.state.fl.us; Jonelle.R.Womble@FloridaDEP.gov; Michele.Stevens@FloridaDEP.gov; Wanda.Mitchell@Floridadep.gov; Ravindra.Kovelamudi@FloridaDEP.gov; Zan Fedorak <zfedorak@myokaloosa.com>
Subject: Re: Sublease#3686-012/Action ID #45352 Okaloosa County

DeRita Mason

From: Karen Donaldson
Sent: Thursday, July 7, 2022 9:35 AM
To: DeRita Mason
Subject: RE: ACTION ITEM: 5 Year Sublease Guest Lake Boat Ramp

DeRita

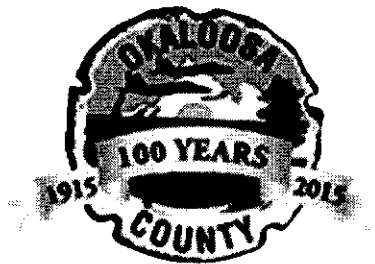
The County does maintain a liability insurance however, we do not carry fire and I am not sure what they mean by an extended risk policy.
I will contact our insurance broker to see about getting a COI to meet the requirements but we do not want to purchase fire...can we see if they will exclude that from the lease.

Thank you

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, July 7, 2022 7:37 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: ACTION ITEM: 5 Year Sublease Guest Lake Boat Ramp

Karen,
The attached was approved at the board meeting on Tuesday.
It did not go through risk and I am not sure if it needs to, however, can you review just to be sure?
Thank you,

DeRita Mason



DeRita Mason, CFPB, NIGP-CFP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

This Sublease was prepared by:
Tara Gray
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 45352

CONTRACT: L22-0505-PW
DEPARTMENT OF AGRICULTURE &
CONSUMER SERVICES
SUBLEASE FOR GUEST LAKE BOAT RAMP
EXPIRES: 08/04/2027

OAS2
[1.68 +/- acres]

STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,
FLORIDA FOREST SERVICE

SUBLEASE AGREEMENT

Sublease Number 3686-012

THIS SUBLEASE AGREEMENT, is made and entered into this 5th day of August, 2022, between the **STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE**, hereinafter referred to as "SUBLESSOR" and **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to "SUBLESSEE."

WITNESSETH

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

1. **ACKNOWLEDGMENTS**: The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR under TRUSTEES' Lease Number **3868**.
2. **DESCRIPTION OF PREMISES**: The property subject to this sublease contains 1.68 +/- acres, 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 "subleased premises".
3. **SUBLEASE TERM**: The term of this sublease shall be for a period of five (5) years commencing on August 5, 2022, and ending on August 4, 2027, with one option to extend term for an additional five (5) years, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE**: SUBLESSEE shall manage the subleased premises only for the conservation and protection of natural and historical resources and for resource based public outdoor recreation which is compatible with the conservation and protection

historical resources and for resource based public outdoor recreation which is compatible with the conservation and protection of these public lands, as set forth in subsection 259.032, Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this sublease.

5. **CONFORMITY**: This sublease shall conform to all terms and conditions of TRUSTEES' Lease No. **3868** as amended from time to time, a copy of which is attached hereto as Exhibit "B", and SUBLESSEE shall, through its agents and employees, prevent the unauthorized use of the property or any use thereof not in conformance with this sublease.

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

7. **MANAGEMENT PLAN**: SUBLESSEE shall prepare and submit a Management Plan for the subleased premises in accordance with subsection 253.034, Florida Statutes, within twelve months of the effective date of this sublease. The Management Plan shall be submitted to SUBLESSOR for approval through the Division of State Lands. The subleased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the subleased premises without the prior written approval of TRUSTEES and SUBLESSOR until the Management Plan is approved. SUBLESSEE shall provide SUBLESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the subleased premises. The Management Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this sublease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal, or local permits as well as any public hearings or meetings relating to the development or use of the subleased premises. SUBLESSEE shall not proceed with development of said subleased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this sublease shall be done at SUBLESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by TRUSTEES at the time of acquisition which established the primary public purpose for which the subleased premises were acquired. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE, SUBLESSOR and TRUSTEES at least every ten years. SUBLESSEE shall not use or alter the subleased premises except as provided for in the approved Management Plan without the advance written approval of TRUSTEES and SUBLESSOR. The Management Plan prepared under this sublease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

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

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

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

11. **INSURANCE REQUIREMENTS**: During the term of this sublease, SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. During the term of this sublease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, SUBLESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name SUBLESSOR and the State of Florida as additional insureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. In lieu of purchasing insurance, SUBLESSEE may elect to self-insure these coverages. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE shall immediately notify SUBLESSOR

SUBLESSOR and the insurer of any erection or removal of any building or other improvement on the subleased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

12. **LIABILITY**: SUBLESSEE shall assist in the investigation of injury or damage claims either for or against SUBLESSOR, TRUSTEES, or the State of Florida pertaining to SUBLESSEE'S respective areas of responsibility under this easement or arising out of SUBLESSEE'S respective management programs or activities and shall contact SUBLESSOR, and TRUSTEES regarding the legal action deemed appropriate to remedy such damage or claims. SUBLESSEE is responsible for, and, to the extent allowed by law, shall indemnify, protect, defend, save and hold harmless SUBLESSOR, TRUSTEES, and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury and property damage attributable to the negligent acts or omissions of SUBLESSEE, and its officers, employees, and agents. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. In the event SUBLESSEE subcontracts any part or all of the work performed in the subleased premises, the SUBLESSEE shall require each and every subcontractor to identify the SUBLESSOR and TRUSTEES as an additional insured on all insurance policies required by the SUBLESSEE. Any contract awarded by SUBLESSEE for work in the subleased premises shall include a provision whereby the SUBLESSEE'S subcontractor agrees to indemnify, pay on behalf, and hold the SUBLESSOR and TRUSTEES harmless for all injuries and damages arising in connection with the SUBLESSEE'S subcontract.

13. **PAYMENT OF TAXES AND ASSESSMENTS**: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

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

15. **NO WAIVER OF BREACH:** The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms, and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.
16. **TIME:** Time is expressly declared to be of the essence of this sublease.
17. **NON-DISCRIMINATION:** SUBLESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.
18. **UTILITY FEES:** SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.
19. **RIGHT OF AUDIT:** SUBLESSEE shall make available to SUBLESSOR and TRUSTEES all financial and other records relating to this sublease and SUBLESSOR and TRUSTEES shall have the right to either audit such records at any reasonable time or require the submittal of an independent audit by a Certified Public Accountant. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.
20. **MINERAL RIGHTS:** This sublease does not cover petroleum or petroleum products or minerals and does not give the right to SUBLESSEE to drill for or develop the same.
21. **CONDITION OF PROPERTY:** SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for planning, bidding, contracting, permitting, restoration, construction, and the use, care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.
22. **NOTICES:** All notices given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to

whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their addresses as follows:

SUBLESSOR: Florida Department of Agriculture and Consumer Services
Florida Forest Service
3125 Conner Blvd.
Tallahassee, FL 32399-1650

SUBLESSEE: Okaloosa County Board of County Commissioners
1759 S. Ferdon Blvd.
Crestview, FL 32536
Attn.: Property and Finance Manager

With a mandatory copy to:

Board of Trustees of the Internal Improvement Trust Fund
c/o State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration
3800 Commonwealth Boulevard, M.S. 130
Tallahassee, Florida 32399-3000

23. **BREACH OF COVENANTS TERMS, OR CONDITIONS:** Should SUBLESSEE breach any of the covenants, terms, or conditions of this sublease, SUBLESSOR shall give written notice to SUBLESSEE to remedy such breach within sixty days of such notice. In the event SUBLESSEE fails to remedy the breach to the satisfaction of SUBLESSOR within sixty days of receipt of written notice, SUBLESSOR may either terminate this sublease and recover from SUBLESSEE all damages SUBLESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the subleased premises or maintain this sublease in full force and effect and exercise all rights and remedies conferred upon SUBLESSOR herein.

24. **DAMAGE TO THE PREMISES:** (a) SUBLESSEE shall not do, or suffer to be done, in, on, or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to,

or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration, and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

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

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

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

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

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

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

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

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

32. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
33. **ENTIRE UNDERSTANDING**: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of TRUSTEES and SUBLESSOR.
34. **EASEMENTS**: All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.
35. **SUBSUBLEASES**: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.
36. **MAINTENANCE OF IMPROVEMENTS**: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, and meeting all building and safety codes. SUBLESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.
37. **COMPLIANCE WITH LAWS**: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
38. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to ensure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the subleased premises.
39. **GOVERNING LAW**: This sublease shall be governed by and interpreted according to the laws of the State of Florida.
40. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this sublease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent, or intent of this sublease or any provisions thereof.

41. **ELECTRONIC SIGNATURE**: This sublease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

[Remainder of page intentionally left blank; Signature page follows]

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

"SUBLESSOR"

**STATE OF FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES,
FLORIDA FOREST SERVICE**

(SEAL)

BY: Casey Drake
Joey B. Hicks, Director

"SUBLESSEE"

**OKALOOSA COUNTY, FLORIDA,
a political subdivision of the State of Florida
By its Board of County Commissioners**

BY: Mel Ponder
Mel Ponder, Chairman



Consented to by the TRUSTEES on the 5th day of August, 2022.

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

By: Brad Richardson
Brad Richardson, Chief, Bureau of Public Land
Administration Division of State Lands, State of Florida
Department of Environmental Protection, as an agent
for and on behalf of Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida

APPROVED SUBJECT TO PROPER EXECUTION

By: [Signature] 06-09-2022
DEP Attorney

Exhibit "A"

A parcel of land lying in Section 20, Township 2 North, Range 25 West, Okaloosa County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of Government Lot 2 of said Section 20; thence S 02°18'03" E, 263.69 feet; thence N 87°44'17" W, 340.04 feet; thence S 02°47'21" W, 119.11 feet to the POINT OF BEGINNING; thence S 87°44'17" E, 286.92 feet; thence S 02°47'21" W, 169.64 feet, more or less, to the ordinary high water line of the Yellow River; thence Southwesterly, along said ordinary high water line, 175 feet, more or less, a chord bearing and distance of S 51°42'44" W, 171.11 feet; thence N 87°44'17" W, 157.92 feet; thence N 02°47'21" E, 280.89 feet to the POINT OF BEGINNING.

BSM
BY SK
Date: 2.23.2017

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA

(1) 3686

✓ (3686)

LEASE AGREEMENT

No. 2346

WHEREAS, the Trustees of the Internal Improvement Fund of the State of Florida, by virtue of Chapter 67-269 as amended by Chapter 67-2236, Laws of Florida, hold title to certain lands and property presently being utilized by the Florida Board of Forestry for forestry, recreational and administrative purposes; and

WHEREAS, the Trustees of the Internal Improvement Fund of the State of Florida, as directed by Section 253.03(2), Florida Statutes, desire to enter into a lease agreement with the Florida Board of Forestry to permit and confirm certain uses of and activities on the lands and property hereinafter described for the purpose of developing, operating and maintaining said lands and property in accordance with all of the provisions incorporated under Chapter 589, Florida Statutes;

NOW, THEREFORE, this agreement made between the Trustees of the Internal Improvement Fund of the State of Florida, as lessors, and the Florida Board of Forestry, as lessee,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessors do hereby lease to the lessee the following described property:

25-36
6N-26W

- ✓ Blackwater River State Forest ✓
- ✓ Cary State Forest
- ✓ Chiefland Nursery
- ✓ Oluatee Nursery
- ✓ Pine Log State Forest
- IT-19 ✓ Majette Towersite
- IT-28 ✓ District 1 Headquarters

2-12
2N-26W
1, 5-9, 12-36
3N-26W
1-36
4N-26W
1-36
5N-26W →

11-10-76

This instrument was prepared and approved for the State of Florida by the Attorney General of the State of Florida, whose address is the Capitol, Tallahassee, Florida.

APPROVED AS TO FORM AND LEGALITY EARL FAIRCLOTH, Attorney General

Att. Attorney General

EXHIBIT "B"

| | | |
|-------|--|----------------------|
| IT-34 | Vicksburg Towersite | 1, 2, 4, 8, 11, 12, |
| IT-37 | West Bay Towersite | |
| IT-41 | Youngstown Towersite | 14, 23-26, 28, |
| IT-16 | Hanna Towersite | 30, 36 |
| IT-4 | Calhoun County Headquarters | 3N-27W |
| IT-32 | Smith Towersite | |
| IT-29 | Philpot Towersite | <u>1-30, 32-36</u> |
| IT-35 | Walnut Hill Towersite | 4N |
| IT-33 | Gulf County Headquarters | <u>27W</u> |
| IT-38 | Wettappo Towersite | |
| IT-20 | Jackson County Headquarters Site | 1-36 |
| IT-6 | Campbellton Towersite | 5N |
| IT-10 | Compass Lake Towersite | <u>27W</u> |
| IT-15 | Grand Ridge Towersite | |
| IT-3 | Bascom Towersite | 25-36 |
| IT-11 | Okaloosa County Headquarters | 6N-27W |
| IT-26 | Pace Towersite | |
| IT-1 | Allen Towersite | |
| IT-2 | Walton County Headquarters Site | 1, 3, 10, 11-14, 24, |
| IT-22 | Mossy Head Towersite | 25, 36 |
| IT-17 | Jackson Still Towersite | 5N |
| IT-14 | Five Points Towersite | <u>28W</u> |
| IT-36 | Wausau Towersite | |
| 2T-14 | Mines Towersite - <i>Released 1/12/76</i> | |
| 2T-15 | Holly Hill Towersite | |
| 2T-30 | Sunnyvale Towersite - <i>Released 1/12/76</i> | 5N |
| 2T-36 | Dixie County Headquarters Site | <u>28W</u> |
| 2T-9 | East Bay Towersite | |
| 2T-26 | Quincy Chapter FFA Forest (Old Midway Site) | |
| 2T-40 | Wacissa Towersite | |
| 2T-27 | Jefferson County Headquarters | 25, 26, 35, |
| 2T-48 | Lafayette County Headquarters Site | 36 |
| 2T-34 | Scott Towersite - <i>Released 1/12/76</i> | 6N |
| 2T-39 | Leon County and District 2 Headquarters | <u>28W</u> |
| 2T-43 | Leon School Forest | |
| 2T-22 | Madison County Headquarters | |
| 2T-11 | Gibson Towersite | |
| 2T-21 | Lovett Towersite | |
| 2T-2 | Aucilla Towersite | |
| 2T-20 | Mill Creek Towersite | |
| 2T-37 | Sinclair Towersite | |
| 2T-41 | Suwannee County Headquarters | |
| 2T-44 | Rocky Hill Towersite | |
| 2T-29 | Taylor County Headquarters - <i>Released 1/12/76</i> | |
| 2T-4 | Cabbage Grove Towersite | |
| 2T-10 | Foley Towersite | |
| 2T-12 | Hampton Springs Towersite | |
| 2T-19 | Huxford Towersite | |
| 2T-24 | McCain Towersite - <i>Released 1/12/76</i> | |
| 2T-33 | Salem Towersite | |
| 2T-35 | Secotan Towersite | |
| 2T-28 | Newport Towersite | |
| 3T-33 | Archer Towersite | |
| 3T-36 | Alachua County Headquarters Site | |
| 3T-37 | Hawthorne Towersite | |
| 3T-39 | LaCrosse Towersite | |
| 3T-23 | Baker County Headquarters Site | |
| 3T-21 | Eddy Towersite | |
| 3T-26 | Santa Fe Towersite | |
| 3T-20 | Louis Hill Towersite | |
| 3T-4 | Black Creek Towersite | |

EXHIBIT "B"

19

- 3T-27 ✓ Clay County Headquarters Site
- 3T-18 ✓ Keystone Heights Towersite
- 3T-28 ✓ Sun Garden Towersite
- 3T-3 ✓ Benton Towersite
- 3T-19 ✓ District 3 and Columbia County Headquarters Site
- 3T-22 ✓ O'Leon Towersite
- 3T-25 ✓ Rose Creek Towersite
- 3T-10 ✓ Duval County Headquarters Site
- 3T-14 ✓ Southside Towersite
- 3T-17 ✓ Jax Heights Towersite
- 3T-29 ✓ Tisonia Towersite
- 3T-34 ✓ Bell Towersite
- 3T-1 ✓ Alapaha Towersite
- 3T-6 ✓ Bullock Towersite
- 3T-7 ✓ Christie Towersite
- 3T-9 ✓ Dahoma Towersite
- 3T-31 ✓ Yulee Towersite
- 3T-38 ✓ Putnam County Headquarters Site
- 3T-41 ✓ San Mateo Towersite
- 3T-2 ✓ St. Johns County Headquarters Site ✓
- 3T-11 ✓ DuPont Towersite
- 3T-12 ✓ Durbin Towersite
- 3T-30 ✓ Union County Headquarters Site
- 4T-34 ✓ Flagler County Headquarters
- 4T-26 ✓ Relay Towersite
- 4T-36 ✓ Weekiwachee Towersite
- 4T-38 ✓ Hernando County Headquarters Site
- 4T-16 ✓ Groveland Towersite
- 4T-18 ✓ Lake County Headquarters
- 4T-33 ✓ Levy County Headquarters Site
- 4T-17 ✓ Lebanon Towersite
- 4T-31 ✓ Cedar Key Towersite
- 4T-35 ✓ Wekiva Towersite
- 4T-30 ✓ Shady Towersite
- 4T-11 ✓ Ft. McCoy Towersite
- 4T-3 ✓ Avalon Towersite *Released 9-26-79*
- 4T-24 ✓ Orange County Headquarters Site
- 4T-25 ✓ Plymouth Towersite *Released 7-23-76*
- 4T-19 ✓ Seminole County Headquarters Site
- 4T-28 ✓ Oveido Towersite
- 4T-39 ✓ Sumter County Headquarters
- 4T-40 ✓ Wildwood Towersite
- 4T-2 ✓ Ashby Towersite
- 4T-7 ✓ Volusia county Headquarters Site
- 4T-23 ✓ Orange City Towersite
- 4T-29 ✓ Seville Towersite
- 4T-32 ✓ Tomoka Towersite
- 5T-25 ✓ Highlands County Headquarters
- 5T-28 ✓ Archbold Towersite
- 5T-2 ✓ Brown Towersite
- 5T-8 ✓ Hammer Towersite
- 5T-23 ✓ Hillsborough County Headquarters Site
- 5T-10 ✓ Hurrah Towersite
- 5T-24 ✓ Indian River Headquarters Site
- 5T-14 ✓ Manasota Towersite
- 5T-34 ✓ Bliss Towersite
- 5T-5 ✓ Pinellas County Headquarters *Released 5/1/79*
- 5T-19 ✓ Bayou Towersite *Released 10-21-82*
- 5T-31 ✓ District 5 Headquarters Site
- 5T-17 ✓ Pierce Towersite
- 5T-41 ✓ Frostproof Towersite

EXHIBIT "B"

(1.00) 5T-44 ✓ Indian Lake Towersite
(1.00) 5T-35 ✓ Venetia Towersite
(1.00) 6T-5 ✓ Frizzell Towersite
(1.00) 6T-16 ✓ Collier County Headquarters
(1.19) 6T-14 ✓ Dade County Headquarters
(1.00) 6T-6 ✓ Ft. Myers Headquarters Site

2. It is understood and agreed by the parties that the purpose of this lease is to place possession, use and occupancy of all such property in the Florida Board of Forestry, pursuant to the intent and authority of Chapter 67-269 as amended by Chapter 67-2236, Laws of Florida, and the description or descriptions thereof contained in all deeds vesting title thereto in the Trustees of the Internal Improvement Fund of the State of Florida are incorporated herein by reference as though set out in detail.

TO HAVE AND TO HOLD the above described land for a period of Ninety-nine (99) years from the date hereof, for the purposes of developing, improving, operating, maintaining and otherwise managing said land for forestry, recreational and related purposes.

3. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

4. The lessee shall through its agents and employees cooperate to prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

5. The lessee shall have the right to enter into further agreements or to sub-lease all and any part of the within land, so long as the agreement and/or sub-lease is within the authority of the lessee granted under Section 589.011(5), Florida Statutes.

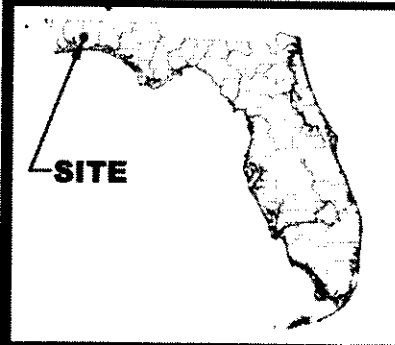
6. The lessors or their duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

7. Any inequities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

8. This agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

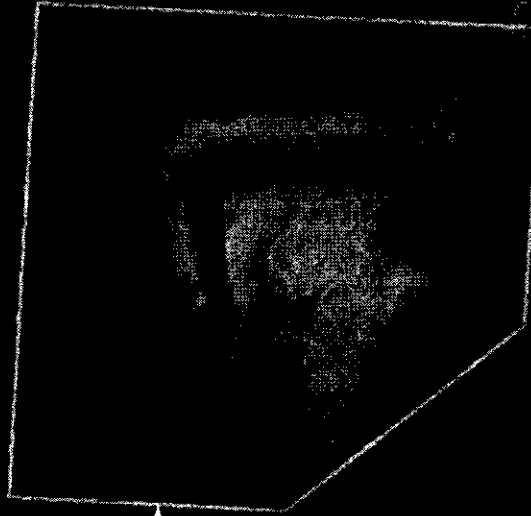
IN TESTIMONY WHEREOF the said Trustees of the Internal Improvement Fund of the State of Florida have hereunto set their hands and seal at Tallahassee, Florida, this 22nd day of November, 1968, and the Florida Board of Forestry, an agency of the State of Florida, has duly executed the same by

THIS PAGE AND ANY FOLLOWING PAGES ARE ATTACHED ONLY FOR STATE OF FLORIDA TRACKING PURPOSES
AND FORM NO PART OF THE INSTRUMENT AND ARE NOT TO BE RELIED ON BY ANY PARTY



SITE

Blackwater River
State Forest



Subject Parcel

Yellow River
Water Management Area

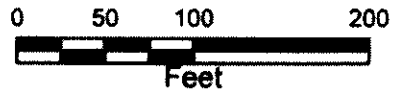
Data Sources:

- 1) Sketch & Description
- 2) Florida Former BOT Projects
- 3) Florida Conservation Lands
- 4) Bing Aerials



Legend

- Subject Parcel
- State Managed Conservation Lands



Blackwater River State Forest - Okaloosa County Sublease

Section 20 Township 02 North, Range 25 West

Okaloosa County, Florida