

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/30/2021

Contract/Lease Control #: L91-0057-PW

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: STATE OF FLORIDA INTERNAL IMPROVEMENT TRUST FUND

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/04/2021

Expiration Date: 05/04/2026

Description of: SUBMERGED LAND LEASE OKALOOSA COUNTY PIER

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

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

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: L91-0057-PW Tracking Number: 4296-21
Procurement/Contractor/Lessee Name: State of Internal Improvement Trust Fund Grant Funded: YES ___ NO X
Purpose: Land Lease Renewal
Date/Term: 5-4-2026
Department #: 0114
Account #: 544610
Amount: \$4,365.67
Department: PW Dept. Monitor Name: Andy

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: 4-13-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal bids Grant Name: _____
Date: _____
Grants Coordinator _____

Risk Management Review

Approved as written: no risk alert Date: _____
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 4/13/21
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: Zan Fedorak
Sent: Tuesday, April 13, 2021 7:50 AM
To: DeRita Mason
Subject: FW: Pier Submerged Land Lease
Attachments: A AID 43420 Renewal 460017681 OGC signed.pdf

Good Morning DeRita,

Just want to keep you in the loop on the attached submerged land lease for the Okaloosa Island Pier. I received the document yesterday and Lynn was kind enough to review the same day. It will go on this upcoming agenda. It expires May 4 and the State still has to sign after the Chairman. Don't think it needs Risk review.

Thanks,
Zan

From: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Sent: Monday, April 12, 2021 4:46 PM
To: Zan Fedorak <zfedorak@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>
Subject: RE: Pier Submerged Land Lease

This is approved as to legal sufficiency.

From: Zan Fedorak <zfedorak@myokaloosa.com>
Sent: Monday, April 12, 2021 2:15 PM
To: Hoshihara, Lynn <lhoshihara@ngn-tally.com>; Parsons, Kerry <KParsons@ngn-tally.com>
Subject: Pier Submerged Land Lease

Good Afternoon Lynn/Kerry,

Attached is the renewal for the submerged land lease at the Pier. The current lease expires May 4, 2021. I need to have this on the next agenda if possible. Agenda is being reviewed today and tomorrow for that meeting. I apologize for the rush. I just received it.

Thanks,
Zan

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CONTRACT#: L91-0057-PW
STATE OF FLORIDA INTERNAL IMPROVEMENTS
TRUST FUND
SUBMERGED LAND LEASE OKALOOSA COUNTY PIER
EXPIRES: 05/04/2026

This Instrument Prepared By:
Celeda Wallace
Action No. 43420
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 460017681

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Okaloosa County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 20, Township 02 South, Range 23 West, in the Gulf of Mexico, Okaloosa County, Florida, containing 23,421 square feet, more or less, as is more particularly described and shown on Attachment A, dated May 8, 1997.

TO HAVE THE USE OF the hereinabove described premises from May 4, 2021, the effective date of this lease renewal, through May 4, 2026, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a commercial fishing pier to be used exclusively for passive recreation and fishing in conjunction with an upland bait shop and snack bar, without fueling facilities, without a sewage pumpout facility, and without liveboards as defined in paragraph 27, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$4,365.67, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or 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.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Okaloosa County, Florida
1250 North Eglin Parkway
Shalimar, FL 32579

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee 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 area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

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

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Michele Stevens
Original Signature
Michele Stevens
Print/Type Name of Witness

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

[Signature] (SEAL)
BY: Brad Richardson
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the
State of Florida.

Kathy C Griffin
Original Signature
Kathy C Griffin
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this 26th day of April, 2021, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

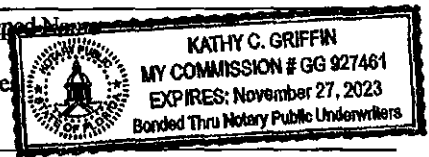
APPROVED SUBJECT TO PROPER EXECUTION:
[Signature] 4/11/2021
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission/Serial No.



WITNESSES:

Judy D. Lorenz
Original Signature

Judy D. Lorenz
Typed/Printed Name of Witness

Kimberly A. Sambenedetto
Original Signature

Kimberly A. Sambenedetto
Typed/Printed Name of Witness

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 20th day of April, 2021, by Carolyn Ketchel as Chairman, for and on behalf of the Board of County Commissioners of Okaloosa County, Florida. She is personally known to me or who has produced _____, as identification.

My Commission Expires:

Commission/Serial No. _____

Okaloosa County, Florida
By its Board of County Commissioners

BY: Carolyn Ketchel
Original Signature of Executing Authority

Carolyn Ketchel
Typed/Printed Name of Executing Authority

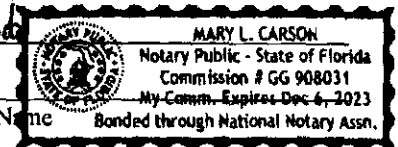
Chairman
Title of Executing Authority

"LESSEE"



Mary L. Carson
Signature of Notary Public

Notary Public, State of Florida



Printed, Typed or Stamped Name

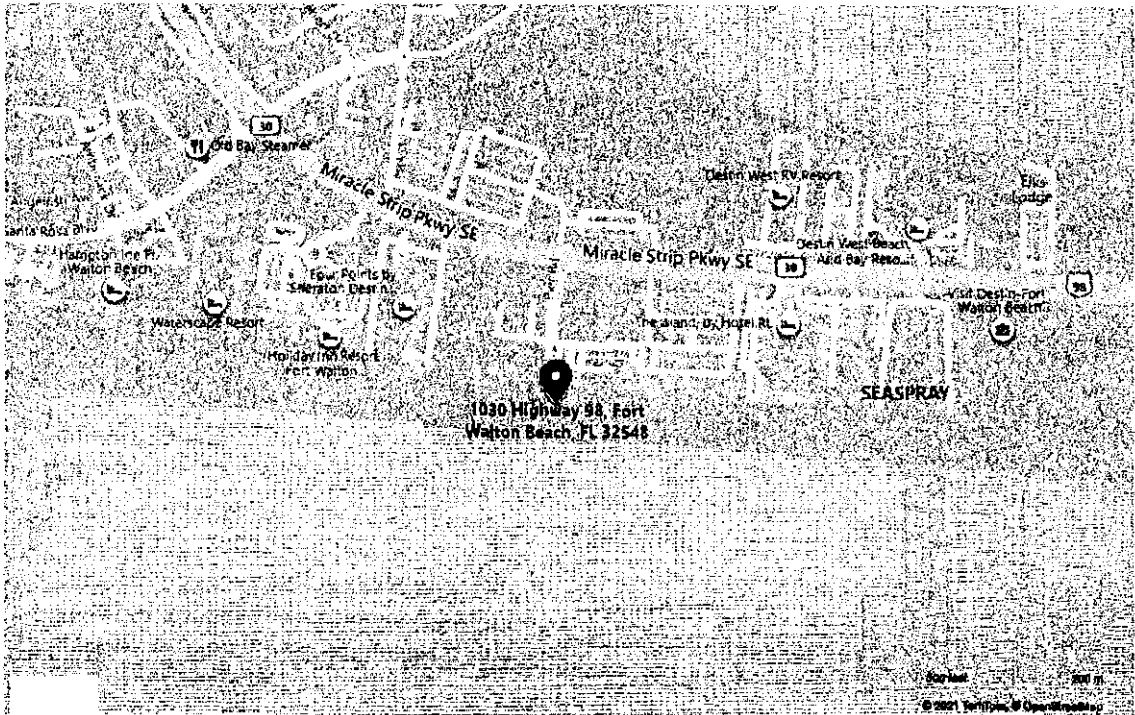
3/16/2021

Bing Maps - Directions, trip planning, traffic cameras & more



1030 Highway 98, Fort Walton Beach, FL 32548

Location: 30.393882, -86.592858



Description of Submerged Lands

Commencing at the northeast corner of Lot 2, Block 10, Santa Rosa Island, Subdivision of Block 10, Plat Book 3, Page 14, Okaloosa County, Florida, proceed S-8 degrees 14 minutes 00 seconds W 908.83 feet along the east line of said Lot 2, thence S-81 degrees 46 minutes 00 seconds E 83.41 feet to the POB; Thence S-8 degrees 03 minutes 55 seconds W 963.68 feet, thence S-55 degrees 30 minutes 07 seconds W 33.26 feet, thence S-8 degrees 03 minutes 55 seconds W 22.64 feet, thence S-39 degrees 22 minutes 17 seconds E 35.75 feet, thence S-81 degrees 56 minutes 05 seconds E 18.34 feet, thence N-55 degrees 30 minutes 07 seconds E 35.75 feet, thence N-8 degrees 03 minutes 55 seconds W 22.64 feet, thence N-39 degrees 22 minutes 17 seconds W 33.26 feet, thence N-8 degrees 03 minutes 55 seconds E 966.08 feet, thence N-88 degrees 09 minutes 28 seconds W 22.13 feet to the POB. Contains 23,420.80 square feet.

Bearing reference: Recorded Plat of Santa Rosa Island, Subdivision of Block 10, as recorded in Plat Book 3 at Page 14, Okaloosa County, Florida.

East Line of Block 10 equals S-08 degrees 14 minutes 00 seconds W.

Co-ordinates for Point of Beginning were calculated from information on Coastal Construction Setback line maps dated 17 February 1976 and location of Monuments R-12 and R-13.

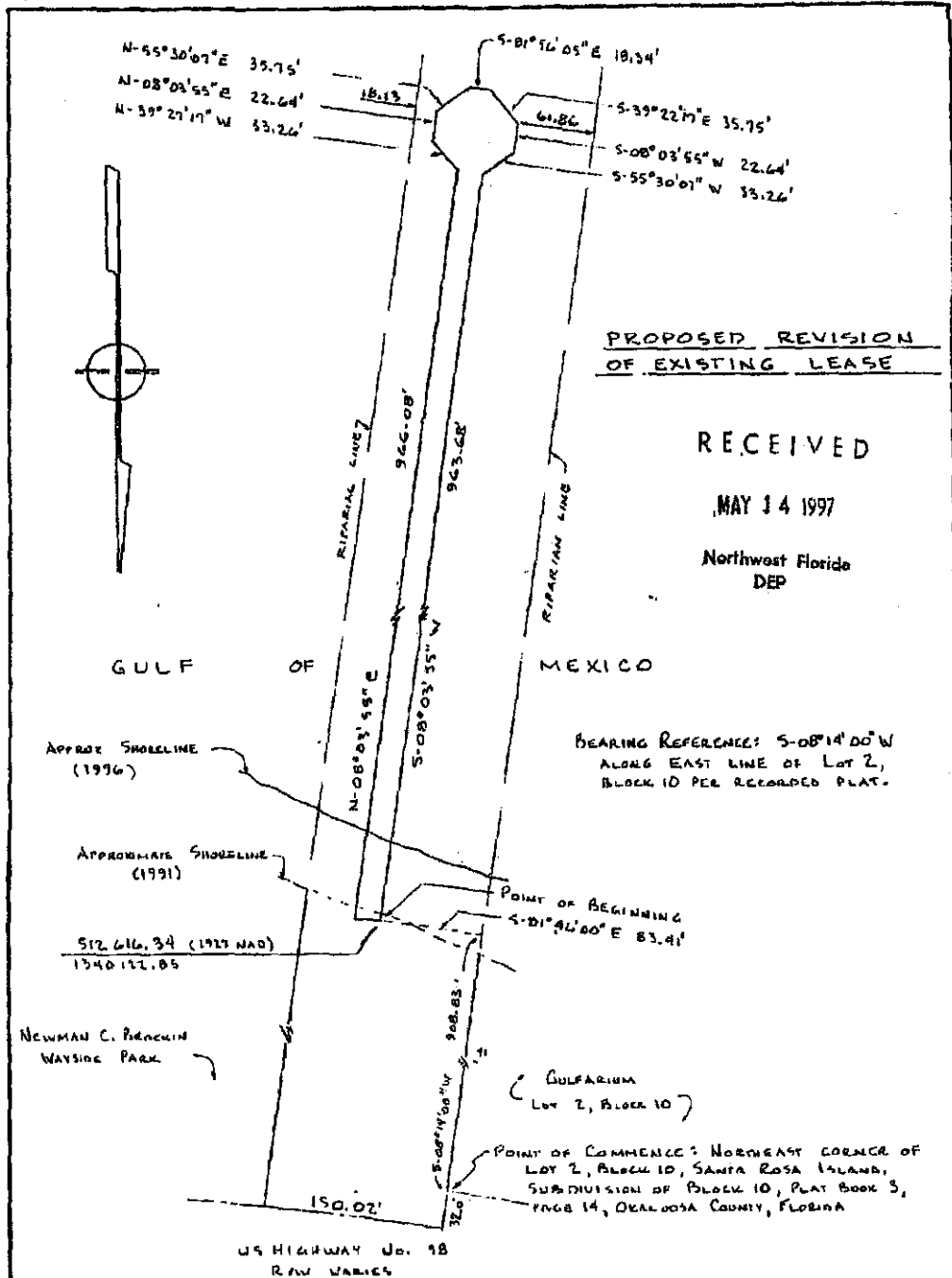
RECEIVED

MAY 14 1997

Northwest Florida
DEP

DESCRIPTION		NOT VALID UNLESS STAMPED WITH EMBOSSED SEAL. SHEET 2 OF 2
BOOK	PAGE	
OKALOOSA COUNTY, FLORIDA		
ENCROACHMENTS		
SCALE	DATE 8 MAY 1997 W.O. #	
FIELD BOOK		I HEREBY CERTIFY THE HEREON TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF SECTION 472.027 OF THE FLORIDA STATUTES.
ORDERED BY OKALOOSA COUNTY		
SKETCH OF DESCRIPTION PLOT PLAN		ROBERT F. JOHNSON FLORIDA REGISTERED SURVEYOR #4928

1125 KENNETH AVENUE • CRESTVIEW, FLORIDA 32536 • PHONE 682-4368



PROPOSED REVISION
OF EXISTING LEASE

RECEIVED

MAY 14 1997

Northwest Florida
DEP

BEARING REFERENCE: S-08°14'00\"/>

DESCRIPTION ON SHEET 2

BOOK _____ PAGE _____ OKALOOSA COUNTY, FLORIDA

ENCROACHMENTS _____

SCALE 1" = 100' DATE 8 MAY 1997 W.O.# _____

FIELD BOOK REF A-108-91

ORDERED BY OKALOOSA COUNTY

SKETCH OR DESCRIPTION _____ PLOT PLAN

I HEREBY CERTIFY THE HEREON TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF SECTION 472.027 OF THE FLORIDA STATUTES.

Robert F. Johnson
ROBERT F. JOHNSON
FLORIDA REGISTERED SURVEYOR #4020

NOT VALID
UNLESS STAMPED
WITH EMBOSSED
SEAL

SHEET 1 OF 2

1125 KENNETH AVENUE • CRESTVIEW, FLORIDA 32536 • PHONE 682-4385

STATE OF FLORIDA
COUNTY OF GADSDEN

65-312

THIS INSTRUMENT made by and between the UNITED STATES OF AMERICA, party of the first part, acting by and through Frank Lugo, Jr., Secretary of the Army, under and pursuant to the powers and authority contained in the Act of 2 July 1940 (52 Stat. 1229), as amended by the Act of 26 October 1949 (Public Law 305, 81st Congress), and Gadsden County, State of Florida, party of the second part,
WITNESSETH

THAT the said party of the first part for and in consideration of the payment of the sum of four thousand dollars (\$4,000.00), to it in kind paid by the said party of the second part, the receipt of which is hereby acknowledged, and for the further consideration of the assumption by party of the second part of all the obligations and its being subject to and its agreement to abide by and assent to certain exceptions, reservations, restrictions, conditions, covenants, and limitations, as set out hereinafter, does hereby remise, release, and quitclaim without warranty of any kind, unto the party of the second part, its successors or assigns, all right, title, and interest, for use only for public recreational purposes as hereinafter defined, and subject to exceptions, reservations, restrictions, conditions, covenants, and limitations herein set forth, the following described property, situate and lying in the County of Gadsden, State of Florida, to-wit:

All those tracts or parcels of land comprising a net total of 875 acres more or less lying and being on Santa Rosa Island, Gadsden County, Florida, and more particularly described as follows:

Beginning at the point of intersection of the north shore line of Santa Rosa Sound with a north-south line which lies east 1,327,473.95 feet of the origin of the State Coordinate System (United Projection Florida North Zone), said point being 2 miles west of a certain point on the center line of the south end of Procks Bridge over Santa

from land at Fort Walton, Florida, the co-ordinates of which are N 016,026.45 feet, E 1,101,040.95 with reference to said State Co-ordinate System; thence easterly along the boundary of said south shore line of Santa Rosa Sound three miles more or less to the intersection of said shore line with a north-south line which lies East 1,311,710.35 feet from the origin of said State Co-ordinate System; thence westerly along said north-south line to the north shore line of the Gulf of Mexico; thence westerly along the boundary of said shore line of the Gulf of Mexico three miles more or less to the intersection of said shore line with the aforesaid north-south line which lies East 1,327,410.65 feet from the origin of said State Co-ordinate System; thence westerly along said north-south line to the point of beginning;

And will that portion of land which formerly comprised a part of Santa Rosa Island that lies east of the New East Pass Channel;

LESS AND FROM-YET: the land comprising the site of power station "Fick," containing 17 acres more or less and more particularly described as follows: From aforesaid point on the center line of the south end of Brooks Bridge over Santa Rosa Sound at Fort Walton, Florida; thence S 35° 39' E 436.6 feet to a point on the north right-of-way line of U. S. Highway No. 90, the point of beginning, the co-ordinates of said point being North 511,250.43 feet, East 1,350,660.53 feet with reference to said State Co-ordinate System; thence easterly along said north right-of-way line along its curve to the left having a radius of 3175.36 feet and a distance of 682.4 feet and a long chord which bears S 56° 56' E 661.01 feet; thence S 63° 12' W 1,090 feet more or less to the north shore line of the Gulf of Mexico; thence westerly along the boundary of said shore line to a point which bears N 76° 30' W 607 feet; thence N 62° 11' E 1105 feet to the point of beginning.

Bearings and grid bearings referred to in Lambert Co-ordinate System, State of Florida North Zone.

Said property being a part of the same property acquired by the United States of America from the County of Escambia, State of Florida, through resolution of the Board of Commissioners of Escambia County at a regular meeting held on the 9th day of November 1938 and recorded in Minute Book 10, page 91, of the public record of that office. Said lands were transferred by the County of Escambia to the National Park Service, Department of the Interior, and subsequently transferred to the War Department by Presidential Proclamation No. 2859, dated 13 August 1946.

EXCEPTING AND RESERVING THEREFROM all uranium, thorium, and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained in whatever concentration, in deposits in the lands covered by this instrument, which are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ore in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

AND FURTHER RESERVING to the party of the first part:

1. A perpetual easement for right-of-way over the above-described property for purposes of ingress to and egress from other property of the United States.
2. A perpetual aviation easement to the airspace over said property, to provide clearance for military aircraft and to prohibit the erection on the above-described property of any structure or obstacles in excess of seventy-five (75) feet above mean low water level.

TO HAVE AND TO HOLD the above-described land, except the property and rights excepted above, unto the said party of the second part, its successors, and assigns, for as long as the said property shall be used for the said public recreational purposes, provided, however, that if the said property shall cease to be used for these purposes or shall at any time be used for any other purposes, all right, title, and interest hereby conveyed shall automatically revert to and revert in the party of the first part; and under and subject to the reservations, restrictions, covenants, conditions, and limitations set forth in this instrument, and further subject to any valid existing rights in the said property, including a 100-foot right-of-way for United States Highway No. 98, any other existing easements for public roads, public utilities, railroad rights-of-way and pipe line, and further including those rights arising out of a lease granted to the Island Amusement Company by Escambia County, Florida, on September 10, 1929, as subsequently modified.

BY THE ACCEPTANCE of this instrument or any rights thereunder, the party of the second part, for itself, its successors, and assigns, assumes the obligations of, covenants to abide by and agrees to, and this conveyance is made subject to, the following reservations, restrictions, conditions, and covenants, which shall be binding and enforceable against the party of the second part and shall run with the land:

1. That chain-proof, chain-link fences eight feet in height, with three strands of barbed wire (three barbs) at the top, together with necessary gates, shall be constructed by and at the expense of the

party of the second part, its successors, and assigns, one at the westerly limit of the area hereby conveyed, and a second surrounding the immediate area of radar site "Dick," the fence erected at the westerly limit to be maintained by the party of the second part and the fence erected around radar site "Dick" to be maintained by the party of the first part.

2. That costs of any surveys that will be necessary in connection with the conveyance shall be borne by the party of the second part, its successors, or assigns.
3. That the party of the second part shall retain title to property herein conveyed and shall not transfer or convey title to the said property to any person, firm or corporation, or dispose of, use or lease said property in any manner except as specifically provided in this instrument, provided further, however, that nothing herein shall prevent the party of the second part from conveying the said property back to the party of the first part, or to the State of Florida or an authorized agency thereof subject to easements, reservations, restrictions, conditions, covenants, and limitations contained herein and any laws authorized in this instrument, however, shall be subject to all valid in force of laws and regulations existing or hereinafter enacted in the event of a breach of the conditions or covenants of this instrument, part of the first part and the immediate area and purposes thereof with respect to the property conveyed herein.
4. That the public recreational purposes provided for herein shall include the operation and operation by private persons, for profit, of tennis, football,

restrooms, coffee, telephones, cabins, street lights,
and other utility lines and structures used to locate
and the land on which they are located.

6. That the property conveyed herein shall be used
by the party of the second part and its heirs, public
use and purposes as it shall deem to be in
the public interest or as an authorized party of
the second part for all or in part or in
part or parts thereof and for such
public use and purposes as said party of the
second part shall deem to be in the public interest
and upon such terms and conditions as it shall fix,
and such property, whether leased or not leased,
shall be held always in fee simple by said
party of the second part.

7. That parts of the second part shall be obligated
to require compliance with all of the exceptions,
reservations, restrictions, conditions, covenants,
and limitations contained herein and the said
party of the second part shall, in all its leases
of the said property, or part, or parts thereof,
provide that in the event of a failure on the part
of the lessee or lessees, heirs, successors, or
assigns, to comply with such exceptions, reservations,
restrictions, covenants, conditions, and
limitations, all the rights, title, and interests
of such noncomplying lessee or lessees, heirs,
successors, or assigns shall be forfeited, and
shall revert to the party of the second part, to
be held subject to the terms and provisions
contained herein.

8. That in the event of a national emergency party
of the first part, acting through the Secretary
of the Army, shall have the right to take over

from party of the second part, its successors and assigns, complete control and operation of the property herein described for such use and for such length of time as the said emergency shall require, in the discretion of the Secretary of the Army, without rental or other charge but subject to all valid existing private rights in and to the said property or any part or parts thereof; provided, that just compensation shall be given to the owners, leasees, or other persons interested for the taking of control or operation of, or rights in, improvements of said property.

8. That party of the second part shall save, hold harmless and indemnify party of the first part, its officers, agents, servants, and employees from and against any and all liability, claim, cause of action or demand caused by loss of life, damage to property, or injury to the persons of party of the second part, its officers, agents, servants, employees, leasees, licensees, invitees, or any third persons on the property conveyed herein, arising from (a) the exercise by party of the first part of its rights and interests excepted and reserved herein, except as specifically provided hereinafter, and (b) the condition of the said property due to former use thereof by party of the first part while in its possession and control prior to the date of this conveyance.
9. That party of the second part forthwith shall cause this instrument to be recorded at its own expense in the proper office of the County and State in which the property is located.

FRANK W. BROWN, Lt. Frank W. Brown, Sec.
Secretary of the Army, United States of America
do hereby certify that the following is a true and correct copy of the
instrument of the Army Department to the Department of the
Interior, dated and captioned as above, and signed this
22nd day of May, 1950.

UNITED STATES OF AMERICA

By Frank W. Brown
Lt. Colonel, USA
Secretary of the Army

Witness my hand and official seal
in the city of Washington

Harold D. Jacobson
Genevieve P. Hershey

SECRETARY OF THE ARMY)
SECRETARY OF THE INTERIOR)

I hereby certify that on this day before me, an officer duly
authorized in the State of Maryland and in the County of Anne Arundel to take
acknowledgments, personally appeared Frank W. Brown
to be known and known to be the person described in and who executed
the foregoing instrument as Secretary of the Army of the United
States of America, and acknowledged before me that he executed the
same as such officer in the name and on behalf of said United States
of America.

WITNESS my hand and official seal in the County and State last
aforesaid this 22nd day of May, A. D., 1950.



W. H. H. H.
Notary Public
Notary Commission Expires 12-31-1952

This certificate is accepted by the Grantee this

20 320

day of July 1960.

M. S. Johnson
Chairman of the Board of County Commissioners, Okaloosa County, State of Florida

Signed and sealed by

M. S. Johnson
as Chairman of the Board of County Commissioners, Okaloosa County, State of Florida, in the presence of witnesses as follows:

Carl H. ...
Malachi ...

STATE OF FLORIDA
COUNTY OF OKALOOSA

I hereby certify that on this day before me, an official duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared *Malachi ...* to me known and known to me for the person described in and who executed the foregoing instrument as Chairman of the Board of County Commissioners, Okaloosa County, State of Florida, and that he acknowledged before me that he executed the same as such officer through me on behalf of the County of Okaloosa, State of Florida.

Witness my hand and seal in the county and state last aforesaid this 8 day of July 1960.



C. L. ...
County Clerk

My commission expires Feb 1960

STATE OF FLORIDA
OKALOOSA COUNTY # 4990

I hereby certify that this instrument was filed for record this 2 day of July, A.D. 1960 at 9:44 AM and duly recorded in Book 63 of 50 pages 312 and record verified.

CLERK OKALOOSA COUNTY
BY *Burton ...*
DEPUTY CLERK

FEE \$

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: ~~5/4/1991~~ *3/2/09* *4/22/11*

LEASE# L91-0057-PW
FLORIDA DEP INTERNAL IMPROV FUND
FISHING PIER SUBMERGED LAND

Contract/Lease Control #: L91-0057-~~A~~ EXPIRES: 05/04/2012

Bid #: N/A

Contract/Lease Type: EXPENDITURE

Award To/Lessee: STATE OF FL INTERNAL IMPROVEMENT TRUST FUND

Lessor:

Effective Date: 5/4/1991 \$3221.00

Term: EXPIRES 5/4/2007 *Renewed B/N 5/14/08 - expires 5/4/2011* *2012* *per D. Slater Pryce.*

Description of Contract/Lease: SUBMERGED LAND LEASE OKALOOSA COUNTY PIER

Department Manager: PUBLIC WORKS

Department Monitor: D. SLATERPRYCE

Monitor's Telephone #: 689-5772

Monitor's FAX #: 689-5715

Date Closed:

CONTRACT #L91-0057-PW
FLORIDA DEPT OF ENVIROMENTAL PROTECTION
FISHING PIER SUBMERGED LAND LEASE
EXPIRES: 05/04/2021

This Instrument Prepared By:
Celeda Wallace
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

Inst. #3077760 Bk: 3257 Pg: 428
Page 1 of 19 Recorded: 7/15/2016 1:56 PM
RECORDING ARTICLE V: \$76.00 RECORDING: \$87.00

DEPUTY CLERK J.LALLEN
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 460017681

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Okaloosa County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 20, Township 02 South, Range 23 West, in Gulf of Mexico, Okaloosa County, Florida, containing 23,421 square feet, more or less, as is more particularly described and shown on Attachment A, dated May 8, 1997.

TO HAVE THE USE OF the hereinabove described premises from May 4, 2016, the effective date of this lease renewal, through May 4, 2021, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a commercial fishing pier to be used exclusively for passive recreation and fishing in conjunction with an upland bait shop and snack bar, without fueling facilities, without a sewage pumpout facility, and without liveboards as defined in paragraph 26 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Wetland Resource Permit No. 462949819, dated February 21, 1997, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$2,818.35, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

3. **WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT:** (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. **LATE FEE ASSESSMENTS:** The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. **EXAMINATION OF LESSEE'S RECORDS:** For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. **MAINTENANCE OF LESSEE'S RECORDS:** The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permit referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Okaloosa County, Florida
Board of County Commissioners
1250 East Elgin Parkway
Shalimar, Florida 32579

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee 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 area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES

Kathy C Griffin
Original Signature

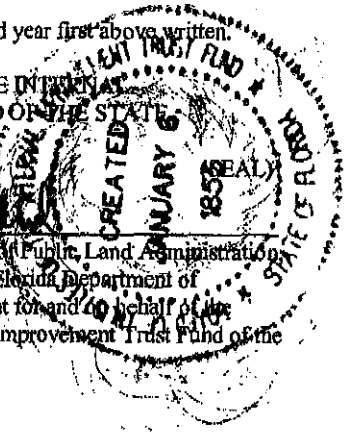
Kathy C Griffin
Print/Type Name of Witness

[Signature]
Original Signature

DAVE L. MCKENZIE
Print/Type Name of Witness

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

BY: Cheryl C McCall
Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida



"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30th day of June, 2016, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

[Signature] 5/5/16
DEF Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name **KATHY C GRIFFIN**
My Commission **Notary Public - State of Florida**
Commission # FF 917725
My Comm. Expires Nov 27, 2019
Commission/Serial No. **Bonded through National Notary Assn.**

WITNESSES:

Gary J. Stanford
Original Signature

Gary J. Stanford
Typed/Printed Name of Witness

Olivia Tanner
Original Signature

Olivia Tanner
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Okaloosa

Okaloosa County, Florida
By its Board of County Commissioners

BY: Charles K. Windes, Jr.
Original Signature of Executing Authority

Charles K. Windes, Jr.
Typed/Printed Name of Executing Authority

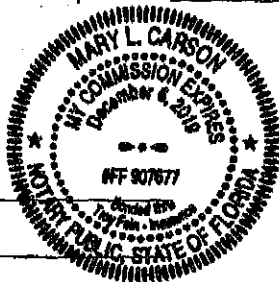
Chairman
Title of Executing Authority



"LESSEE"

The foregoing instrument was acknowledged before me this 9th day of June, 2016, by Charles K. Windes, Jr. as Chairman, for and on behalf of the Board of County Commissioners of Okaloosa County, Florida. He is personally known to me or who has produced, as identification.

My Commission Expires:



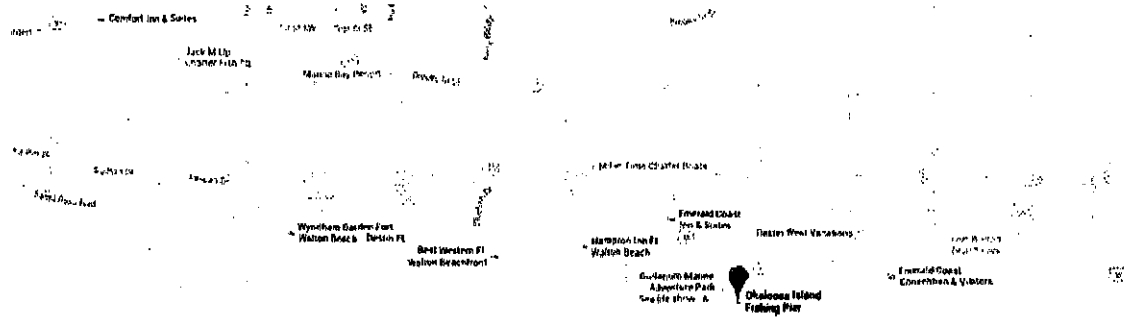
Mary L. Carson
Signature of Notary Public

Notary Public, State of Florida

Commission/Serial No. _____

Mary L. Carson
Printed, Typed or Stamped Name

Go gle Maps Okaloosa Island Fishing Pier



Go gle

Map data ©2016 Google, INEGI 1000 ft 

Description of Submerged Lands

Commencing at the northeast corner of Lot 2, Block 10, Santa Rosa Island, Subdivision of Block 10, Plat Book 3, Page 14, Okaloosa County, Florida, proceed S-8 degrees 14 minutes 00 seconds W 908.83 feet along the east line of said Lot 2, thence S-81 degrees 46 minutes 00 seconds E 83.41 feet to the POB; Thence S-8 degrees 03 minutes 55 seconds W 963.68 feet, thence S-55 degrees 30 minutes 07 seconds W 33.26 feet, thence S-8 degrees 03 minutes 55 seconds W 22.64 feet, thence S-39 degrees 22 minutes 17 seconds E 35.75 feet, thence S-81 degrees 56 minutes 05 seconds E 18.34 feet, thence N-55 degrees 30 minutes 07 seconds E 35.75 feet, thence N-8 degrees 03 minutes 55 seconds W 22.64 feet, thence N-39 degrees 22 minutes 17 seconds W 33.26 feet, thence N-8 degrees 03 minutes 55 seconds E 966.08 feet, thence N-88 degrees 09 minutes 28 seconds W 22.13 feet to the POB. Contains 23,420.80 square feet.

Bearing reference: Recorded Plat of Santa Rosa Island, Subdivision of Block 10, as recorded in Plat Book 3 at Page 14, Okaloosa County, Florida.

East Line of Block 10 equals S-08 degrees 14 minutes 00 seconds W.

Co-ordinates for Point of Beginning were calculated from information on Coastal Construction Setback line maps dated 17 February 1976 and location of Monuments R-12 and R-13.

RECEIVED

MAY 14 1997

Northwest Florida
DEP

DESCRIPTION _____

BOOK _____ PAGE _____ OKALOOSA COUNTY, FLORIDA

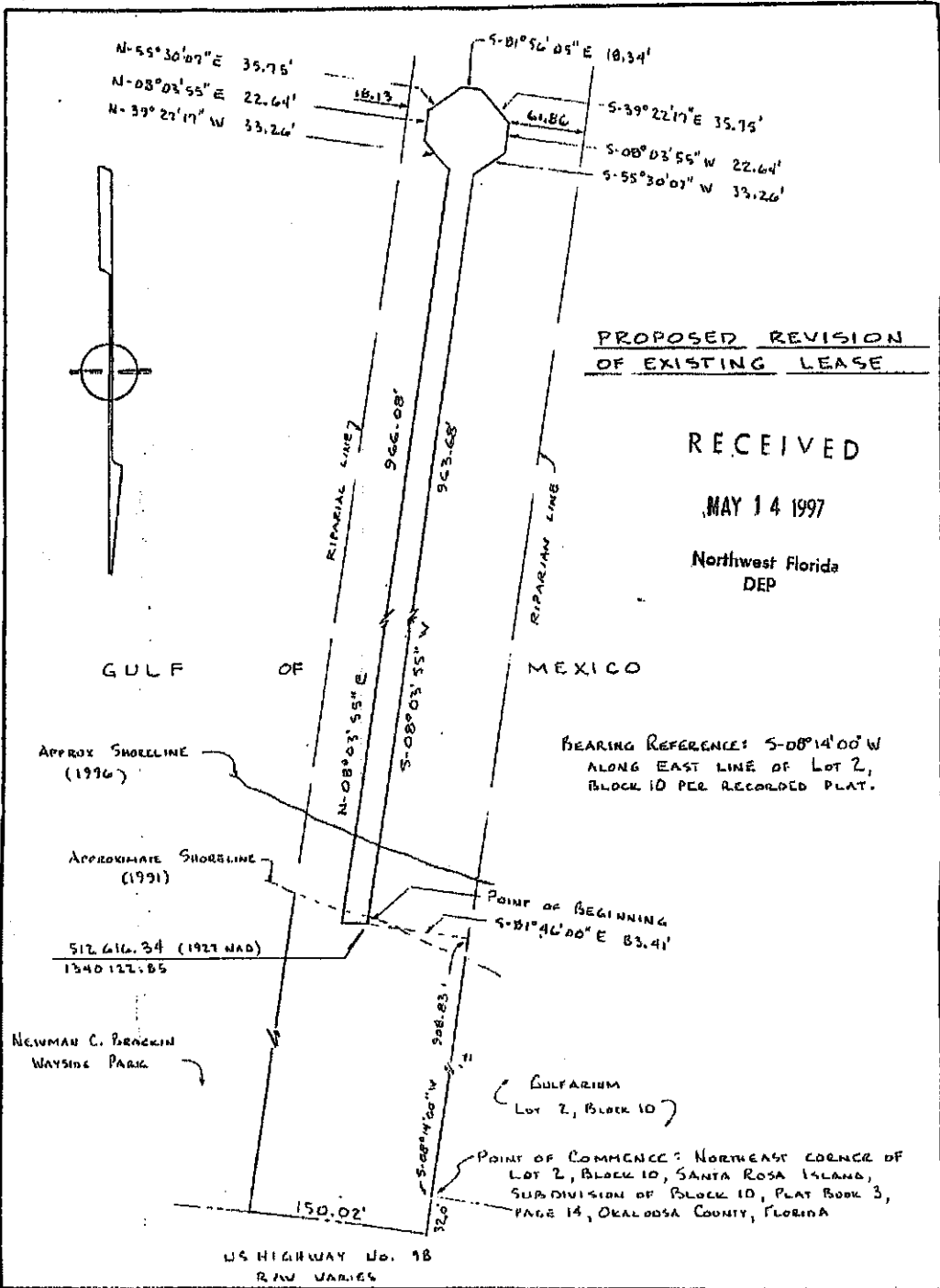
ENCROACHMENTS _____
SCALE _____ DATE 8 MAY 1997 W.O. # _____
FIELD BOOK _____
I HEREBY CERTIFY THE HEREON TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF SECTION 473.027 OF THE FLORIDA STATUTES.

ORDERED BY OKALOOSA COUNTY

SKETCH OF DESCRIPTION _____ PLOT PLAN _____
ROBERT F. JOHNSON
FLORIDA REGISTERED SURVEYOR #4678

NOT VALID
UNLESS STAMPED
WITH EMBOSSED
SEAL.

SHEET 2 OF 2



PROPOSED REVISION
OF EXISTING LEASE

RECEIVED

MAY 14 1997

Northwest Florida
DEP

BEARING REFERENCE S-08°14'00\"/>

GULFARIM
Lot 2, Block 10

POINT OF COMMENCE: NORTHEAST CORNER OF
LOT 2, BLOCK 10, SANTA ROSA ISLAND,
SUB DIVISION OF BLOCK 10, PLAT BOOK 3,
PAGE 14, OKALOOSA COUNTY, FLORIDA

US HIGHWAY No. 98
RAW VARNES

DESCRIPTION ON SHEET 2

BOOK _____ PAGE _____ OKALOOSA COUNTY, FLORIDA

ENCROACHMENTS _____

SCALE 1"=100' DATE 8 MAY 1997 W.O.# _____

FIELD BOOK REF A-108-91

ORDERED BY OKALOOSA COUNTY

SKECH OF DESCRIPTION _____ PLOT PLAN

I HEREBY CERTIFY THE HEREON TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF SECTION 472.027 OF THE FLORIDA STATUTES.

Robert F. Johnson
ROBERT F. JOHNSON
FLORIDA REGISTERED SURVEYOR #4028

NOT VALID
UNLESS STAMPED
WITH EMBOSSED
SEAL.

SHEET 1 OF 2

STATE OF FLORIDA
COUNTY OF OKALOOSA

65-312

THIS INSTRUMENT made by and between the UNITED STATES OF AMERICA, party of the first part, acting by and through Frank Pace, Jr., Secretary of the Army, under and pursuant to the powers and authority contained in the Act of 2 July 1948 (62 Stat. 1229), as amended by the Act of 26 October 1949 (Public Law 395, 81st Congress), and Okaloosa County, State of Florida, party of the second part,
WITNESSETH:

THAT the said party of the first part for and in consideration of the payment of the sum of Four Thousand Dollars (\$4,000.00), to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, and for the further consideration of the assumption by party of the second part of all the obligations and its taking, subject to and its covenant to abide by and agreement to certain exceptions, reservations, restrictions, conditions, covenants, and limitations, as set out hereinafter, does hereby remise, release, and quitclaim without warranty of any kind, unto the party of the second part, its successors and assigns, all right, title, and interest, for use only for public recreational purposes as hereinafter defined, and subject to exceptions, reservations, restrictions, conditions, covenants, and limitations herein set forth, the following described property situate and lying in the County of Okaloosa, State of Florida, to-wit:

All those tracts or parcels of land, together and in total of 875 acres more or less lying and being on Santa Rosa Island, Okaloosa County, Florida, and more particularly described as follows:

Beginning at the point of intersection of the south shore line of Santa Rosa Sound with a north-south line which lies east 1,227,471.45 feet of the origin of the State Coordinate System (Lambert Projection Florida North Zone), said point being 2 miles west of a certain point on the center line of the south end of Brooks Bridge over Santa

from Sound at Fort Walton, Florida, the co-ordinates of which are E 419,025.45 feet, E 1,330,033.95 with reference to said State Co-ordinate System; thence easterly along the meanders of said north shore line of Santa Rosa Sound three miles more or less to the intersection of said shore line with a north-south line which lies East 1,341,313.95 feet from the origin of said State Co-ordinate System; thence southerly along said north-south line to the north shore line of the Gulf of Mexico; thence westerly along the meanders of said shore line of the Gulf of Mexico three miles more or less to the intersection of said shore line with the aforesaid north-south line which lies East 1,327,473.95 feet of the origin of said State Co-ordinate System; thence northerly along said north-south line to the point of beginning;

And all that portion of land which formerly comprised a part of Santa Rosa Island that lies east of the New East Pass Channel;

LESS ALSO EXCEPTING the land comprising the site of radar station "Pick," containing 17 acres more or less and more particularly described as follows: From aforesaid point on the center line of the south end of Brooks Bridge over Santa Rosa Sound at Fort Walton, Florida; thence S 39° 37' E 936.6 feet to a point on the south right-of-way line of U. S. Highway No. 98, the point of beginning; the co-ordinates of said point being North 514,250.43 feet, East 1,338,660.53 feet with reference to said State Co-ordinate System; thence easterly along said south right-of-way line along a curve to the left having a radius of 3175.36 feet and a distance of 662.4 feet and a long chord which bears S 56° 56' E 661.21 feet; thence S 03° 14' W 1,090 feet more or less to the north shore line of the Gulf of Mexico; thence westerly along the meanders of said shore line to a point which bears N 78° 39' W 601 feet; thence N 08° 14' E 1335 feet to the point of beginning.

Bearings are grid bearings referred to in Lambert Co-ordinate System, State of Florida North Zone.

Said property being a part of the same property acquired by the United States of America from the County of Escambia, State of Florida, through resolution of the Board of Commissioners of Escambia County at a regular meeting held on the 9th day of November 1938 and recorded in Minute Book 10, page 91, of the public record of that office. Said lands were transferred by the County of Escambia to the National Park Service, Department of the Interior, and subsequently transferred to the War Department by Presidential Proclamation No. 2659, dated 13 August 1946.

EXCEPTING AND RESERVING THEREFROM all uranium, thorium, and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained in whatever concentration, in deposits in the lands covered by this instrument, which are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

AND FURTHER RESERVING to the party of the first part:

1. A perpetual easement for right-of-way over the above-described property for purposes of ingress to and egress from other property of the United States.
2. A perpetual aviation easement to the airspace over said property, to provide clearance for military aircraft and to prohibit the erection on the above-described property of any structure or obstacle in excess of seventy-five (75) feet above mean low water level.

TO HAVE AND TO HOLD the above-described land, except the property and rights excepted above, unto the said party of the second part, its successors, and assigns, for so long as the said property shall be used for the said public recreational purposes, provided, however, that if the said property shall cease to be used for these purposes or shall at any time be used for any other purposes, all right, title, and interest hereby conveyed shall automatically revert to and re-vest in the party of the first part; and under and subject to the reservations, restrictions, covenants, conditions, and limitations set forth in this instrument, and further subject to any valid existing rights in the said property, including a 100-foot right-of-way for United States Highway No. 95, any other existing easements for public roads, public utilities, railroad rights-of-way and pipe line, and further including those rights arising out of a lease granted to the Island Amusement Company by Escambia County, Florida, on September 10, 1929, as subsequently modified.

BY THE ACCEPTANCE of this instrument or any rights thereunder, the party of the second part, for itself, its successors, and assigns, assumes the obligations of, covenants to abide by and agrees to, and this conveyance is made subject to, the following reservations, restrictions, conditions, and covenants, which shall be binding and enforceable against the party of the second part and shall run with the land:

1. That climb-proof, chain-link fences eight feet in height, with three strands of barbed wire (three barbs) at the top, together with necessary gates, shall be constructed by and at the expense of the

party of the second part, its successors, and assigns, one at the westerly limit of the area hereby conveyed, and a second surrounding the immediate area of radar site "Dick," the fence erected at the westerly limit to be maintained by the party of the second part and the fence erected around radar site "Dick" to be maintained by the party of the first part.

2. That costs of any surveys that will be necessary in connection with the conveyance shall be borne by the party of the second part, its successors, or assigns.
3. That the party of the second part shall retain title to property herein conveyed and shall not transfer or convey title to the said property to any person, firm or corporation, or dispose of, use or lease said property in any manner except as specifically provided in this instrument, provided further, however, that nothing herein shall prevent the party of the second part from conveying the said property back to the party of the first part, or to the State of Florida or an authorized agency thereof subject to exceptions, reservations, restrictions, conditions, covenants, and limitations contained hereinafter, any action authorized in this paragraph, however, shall be void subject to all valid rights of third parties then existing or outstanding. That in the event of a breach of the conditions or covenants of this paragraph, the party of the first part shall immediately enter and possess itself of title to the property conveyed herein.
4. That the public recreational purposes provided for herein shall include the erection and maintenance by private persons, for profit, of houses, hotels,

restaurants, cafes, ballrooms, casinos, night clubs,

and other entertainments and amusements to which
 persons of color are being discriminated.

That the property, every portion thereof shall be used
 in accordance with the second part only for such public
 recreational purposes as it shall deem to be in
 the public interest or may be leased by parts of
 the same interest from time to time in whole or in
 part or parts to such persons and for such
 other recreational purposes as said part of the
 second part shall deem to be in the public interest
 and upon such terms and conditions as it shall fix,
 on said property, whether leased or not leased,
 shall be subject always to regulation by said
 part of the second part.

6. The part of the second part shall be obligated
 to comply with all of the exceptions,
 reservations, restrictions, conditions, covenants,
 and limitations enumerated herein; that the said
 part of the second part shall, in all its leases
 of the said property, or part, or parts thereof,
 provide that in the event of a failure on the part
 of the lessee or lessees, heirs, successors, or
 assigns, to comply with such exceptions, reserva-
 tions, restrictions, covenants, conditions, and
 limitations, all the rights, titles, and interests
 of such noncomplying lessee or lessees, heirs,
 successors, or assigns shall be forfeited, and
 shall revert to the part of the second part, to
 be held subject to the terms and provisions
 contained herein.

7. That in the event of a national emergency party
 of the first part, acting through the Secretary
 of the Army, shall have the right to take over

From party of the second part, its successors and assigns, complete control and operation of the property herein described for such use and for such length of time as the said emergency shall require, in the discretion of the Secretary of the Army, without rental or other charge but subject to all valid existing private rights in and to the said property or any part or parts thereof, provided, that just compensation shall be given to the owner, lessors, or other persons interested for the taking of control or operation of, or rights in, improvements of said property.

8. That party of the second part shall save, hold harmless and indemnify party of the first part, its officers, agents, servants, and employees from and against any and all liability, claim, cause of action or demand caused by loss of life, damage to property or injury to the persons of party of the second part, its officers, agents, servants, employees, lessees, licensees, invitees, or any third persons on the property conveyed herein, arising from (a) the exercise by party of the first part of its rights and interests excepted and reserved herein, except as specifically provided hereinbefore, and (b) the condition of the said property due to former use thereby by party of the first part while in its possession and control prior to the date of this conveyance.

9. That party of the second part forthwith shall cause this instrument to be recorded at its own expense in the proper office of the County and State in which the property is located.

53 319

I, FRED WILKINSON, I, Frank Pace, Jr.,
Secretary of the Army, under authority of the Act of Congress
aforesaid, have hereto set my hand and caused the seal of the
Department of the Army to be affixed to this instrument this
22nd day of May A. D., 1950.

UNITED STATES OF AMERICA

BY Frank Pace, Jr.
Frank Pace, Jr.,
Secretary of the Army

Witness, read and delivered
in the presence of:

Harold D. Jackson
Lemuel P. Bradley

STATE OF VIRGINIA)
COUNTY OF ANDOVER) SS

I hereby certify that on this day aforesaid, an officer duly
authorized in the state aforesaid and in the county aforesaid to take
acknowledgments, personally appeared Frank Pace, Jr.
to be known and known to be the person described in and who executed
the foregoing instrument as Secretary of the Army of the United
States of America, and acknowledged before me that he executed the
same as such officer in the name and on behalf of said United States
of America.

WITNESS my hand and official seal in the county and state last
aforesaid this 22nd day of May A. D., 1950.

A. F. Spade
Notary Public

My Commission Expires 14 Sept. 1952

This conveyance is accepted by the Grantee this 8th day of July 1980.

W. S. Johnson
Chairman of the Board of County Commissioners, Okaloosa County, State of Florida

Signed and sealed by
W. S. Johnson
as Chairman of the Board of County Commissioners, Okaloosa County, State of Florida, in the presence of witnesses as follows:

Carl Longenecker
W. L. L. Longenecker

STATE OF FLORIDA
COUNTY OF OKALOOSA

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid, the acknowledged party, personally appeared W. S. Johnson to be known and known to be the person described in and who executed the foregoing instrument as Chairman of the Board of County Commissioners, Okaloosa County, State of Florida, and that he acknowledged before me that he executed the same as aforesaid for the purposes and on behalf of the County of Okaloosa, State of Florida.

Witness my hand and seal in the county and state aforesaid this 8 day of July 1980.

Carl Longenecker
County Clerk

By recording my name Arch 1/180

STATE OF FLORIDA
OKALOOSA COUNTY # 4990

I hereby certify that this instrument was filed for record this 8 day of July, A.D. 1980 at 9:30 A.M. and duly recorded in Book 63 of Deeds on page 323 and receipt returned.

BY Beverly H. Hines
DEPUTY CLERK

FEES _____



CA #29

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: June 16, 2015
TO: Honorable Chairman and Members of the Board
FROM: Jason Autrey
SUBJECT: Submerged Lands Lease Annual Wet Slip Report and Gross Income Reporting for the Pier
DEPARTMENT: Public Works
BCC DISTRICT: 2

STATEMENT OF ISSUE: Submittal of the Annual Wet Slip Revenue Report and Gross Income Reporting Form for FY14/15. This requirement was implemented in the Island Pier lease renewal in May of 2006. This is in addition to the annual lease fee.

BACKGROUND and ANALYSIS: Staff requested and received information from the Okaloosa Island Pier's lessee of the income received from the use of the Pier facility from May 2014 thru April 2015. This information is reported as indirect income, and Lease fees received by the county from the lessee are reported as direct income. Income is defined in Chapter 18-21.003, Florida Administrative Code, as the gross revenue derived directly or indirectly from the use of state-owned submerged lands. However, gross revenue shall not include pass-through fees such as utility fees, sale of the facility or sales of products not occurring on sovereignty submerged lands.

The Florida Department of Environmental Protection has clarified that only fees received by the County from the monthly lease and fees collected by the Lessee that are associated with fishing from and walking on the Pier are to be reported.

Submittal of the Gross Income Reporting Form requires execution of a Certification. After submittal of the Gross Income Reporting Form, a supplemental invoice for additional fees will be received from the Department of Environmental Protection.

OPTIONS: Approve/disapprove

RECOMMENDATIONS: Request authorization for the Chairman to execute the 2014/2015 Gross Reporting Form Certification for income derived from the Okaloosa Island Pier.

RECOMMENDED BY:

APPROVED BY:

John Hofstad, County Administrator

LEASE # L91-0057-PW
FLORIDA DEPT OF ENVIRONMENTAL
PROTECTION
FISHING PIER SUBMERGED LAND LEASE
EXPIRES: 05/04/2016

2014/2015 Wet Slip Information Form

Lessee:

Instrument No:

I. INFORMATION ON WET SLIPS LOCATED ON STATE-OWNED LANDS

1. Number of **Temporary Slips** - Slips that are not rented and are used as fuel docking, launching or removing boats, restaurants, or store purchases. These slips should be **Non revenue generating slips**.

0

2. Number of **Transient Slips**- Slips that are rented on a short term basis.

0

3. Number of **Public Slips** - open to the public on a "first come, first served" basis. - Rental term shall be no longer than one year and with no automatic renewal rights or conditions.

0

4. Number of **Slips Not Usable** - Slips that are silted in or are in low water.

0

5. Number of **Slips Sold, Subleased, Licensed, Assigned, etc.** - Attach a copy of the document which represents the sale, sublease, license or assignment. The document should include the sublessee's name, unit number, the slip number, and the amount of the transaction.

0

6. Number of **Private Slips**, not rented to the public - Slips used for personal mooring, Association common area, etc.

0

Total Number of Slips on State-Owned Lands, Add lines 1 through 6

0

Is your facility a Pier with Admission Fees?

YES

NO

Circle One

Boating has a tremendous economic impact on the State of Florida each year. In an effort to learn if boaters have an adequate number of slips around the state, we are requesting information on wet slips that are not within a state-owned submerged land lease. **No income generated from these slips is to be reported.**

II. INFORMATION ON WET SLIPS LOCATED ON PRIVATELY-OWNED LAND

1. Number of **Slips Sold, Subleased, Licensed, Assigned, etc.**:

2. Number of **Public Slips** - open to the public on a "first come, first served" basis.

3. Number of **Private Slips**, not rented to the public - Slips used for personal mooring, Association common area, etc.

Total Number of Slips on Privately-Owned Lands, Add lines 1 through 3

2014/2015 GROSS INCOME REPORTING FORM

Lessee: *OKALOOSA COUNTY BCC*

Instrument #: *460017681*

		Direct Income	Indirect Income
		All income received directly by Lessee from transactions within the lease boundary. *	All income received by someone other than the Lessee for transactions involving the use of state-owned submerged land
May	2014	\$ 13,582.00	\$ 61,158.11
June	2014	\$ 13,582.00	\$ 105,635.27
July	2014	\$ 13,582.00	\$ 123,638.49
August	2014	\$ 13,582.00	\$ 73,969.04
September	2014	\$ 13,582.00	\$ 40,531.14
October	2014	\$ 13,582.00	\$ 41,392.31
November	2014	\$ 13,582.00	\$ 8,101.04
December	2014	\$ 13,582.00	\$ 9,168.99
January	2015	\$ 13,582.00	\$ 7,642.01
February	2015	\$ 13,582.00	\$ 9,366.58
March	2015	\$ 13,582.00	\$ 37,912.17
April	2015	\$ 13,582.00	\$ 59,520.56
TOTALS		\$ 162,994.00	\$ 578,535.41

Every month must be filled out even if income for the month is zero.

*Enter Zero if slips are non-revenue generating or generated \$0.00

* Income is defined in chapter 18-21.003, Florida Administrative Code, as the gross revenue derived directly or indirectly from the use of state-owned submerged lands such as slip rental, lease or sublease fees, dock or pier admission fees, club membership, stock ownership or equity interest in activities where increased revenue is attributable to the use of the submerged land. However, gross revenue shall not include pass-through fees such as fees for utility services, sale of the facility or sales of products not occurring on sovereignty submerged lands. Gross revenue shall include all future payments made for the transfer of the interest in a slip originally obtained from the Board's lessee, including transfer of slip rights by slip sublessee's, slip "sellers", slip interest transfers, new club memberships, and other similar transactions.

PLEASE ATTACH A LIST OF ANY SLIP TRANSFERS AS DEFINED ABOVE INCLUDING THE SLIP NUMBER, AMOUNT OF INCOME RECEIVED, SUBLESSEE'S NAME AND UNIT NUMBER, IF APPLICABLE.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

OFFICE OF OPERATIONS

3900 COMMONWEALTH BOULEVARD, MS #550

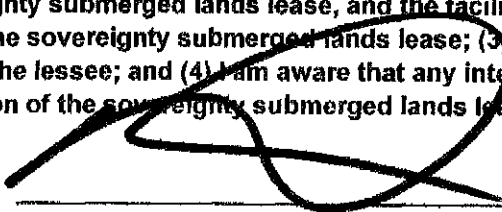
TALLAHASSEE, FLORIDA 32399-3000

(850) 245-2616

CERTIFICATION

Instrument No. 460017681
Lessee Name: OKALOOSA COUNTY BCC
Billing Address 302 N. WILSON ST., SUITE 302
City/State/Zip CRESTVIEW, FL 32536
Telephone: (850) 689-5770
(Please provide area code)
E-Mail Address galien@oc.okaloosa.fl.us
Facility Address: 300 PYER RD.
City/County/Zip: FT. WALTON BEACH / OKALOOSA / 32548

I, being first duly sworn, hereby certify under penalty of perjury that the following statements are true: (1) To the best of my knowledge and belief, the information contained on the Wet Slip Information Form and the Gross Income Reporting Form is true and correct; (2) I have read and understand the terms and conditions of the sovereignty submerged lands lease, and the facility is in full compliance with all the terms and conditions of the sovereignty submerged lands lease; (3) I am authorized to execute this certification on behalf of the lessee; and (4) I am aware that any intentional false statement herein will be grounds for cancellation of the sovereignty submerged lands lease.



Signature of Lessee



Nathan D. Boyles
Printed Name of Signature

Chairman Okaloosa County Board of Commissioners
Title

June 16, 2015
Date

STATE OF Florida
COUNTY OF Okaloosa

Sworn to or affirmed and subscribed before me the 16th day of June, 2015,
by Nathan D. Boyles MLC

Personally Known X

OR Produced Identification _____

Type of identification produced _____

Notary Signature Mary L Carson

Commission Expires _____

(SEAL)



BOARD POLICY ON "NO CONTACT CLAUSE"

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Procurement Manager listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or his appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All Review Committee members must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

On this _____ day of _____ 2015 hereby agree to abide by the County's "No Contact Clause".

2012/2013 Wet Slip Information Form

Lessee: OKALOOSA COUNTY
BCC Instrument No: 460017681

I. INFORMATION ON WET SLIPS LOCATED ON STATE-OWNED LANDS

1. Number of **Temporary Slips** - Slips that are not rented and are used as fuel docking, launching or removing boats, restaurants, or store purchases. These slips should be **Non revenue generating slips**.

0

2. Number of **Transient Slips**- Slips that are rented on a short term basis.

0

3. Number of **Public Slips - open to the public on a "first come, first served" basis**. - Rental term shall be no longer than one year and with no automatic renewal rights or conditions.

0

4. Number of Slips **Not Usable** - Slips that are silted in or are in low water.

0

5. Number of Slips **Sold, Subleased, Licensed, Assigned, etc.** - *Attach a copy of the document which represents the sale, sublease, license or assignment. The document should include the sublessee's name, unit number, the slip number, and the amount of the transaction.*

0

6. Number of **Private Slips**, not rented to the public - Slips used for personal mooring, Association common area, etc.

0

Total Number of Slips on State-Owned Lands, Add lines 1 through 6

Is your facility a Pier with Admission Fees?

YES

NO

Circle One

Boating has a tremendous economic impact on the State of Florida each year. In an effort to learn if boaters have an adequate number of slips around the state, we are requesting information on wet slips that are not within a state-owned submerged land lease. **No income generated from these slips is to be reported.**

II. INFORMATION ON WET SLIPS LOCATED ON PRIVATELY-OWNED LAND

1. Number of **Slips Sold, Subleased, Licensed, Assigned, etc.**:

2. Number of **Public Slips - open to the public on a "first come, first served" basis**.

3. Number of **Private Slips**, not rented to the public - Slips used for personal mooring, Association common area, etc.

Total Number of Slips on Privately-Owned Lands, Add lines 1 through 3

LEASE # L91-0057-PW
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FISHING PIER SUBMERGED LAND LEASE
EXPIRES: 05/04/2016

2012/2013 GROSS INCOME REPORTING FORM

Lessee: OKALOOSA COUNTY BCC Instrument #: 460017681

Month	Year	Direct Income	Indirect Income
The beginning month is the Anniversary month of your lease.		All income received directly by Lessee from transactions within the lease boundary. *	All income received by someone other than the Lessee for transactions involving the use of state-owned submerged land within the Lessee's lease boundary.
May	2012	\$ <u>11,318³³</u>	\$ <u>65,604⁴⁶</u>
June	2012	\$ "	\$ <u>98,490⁴²</u>
July	2012	\$ "	\$ <u>99,431⁰⁷</u>
August	2012	\$ "	\$ <u>58,325⁰⁶</u>
September	2012	\$ "	\$ <u>38,497⁶²</u>
October	2012	\$ "	\$ <u>33,814⁷⁹</u>
November	2012	\$ "	\$ <u>17,596⁸²</u>
December	2012	\$ "	\$ <u>10,588⁶³</u>
January	2013	\$ "	\$ <u>7,515⁹⁶</u>
February	2013	\$ "	\$ <u>8,570⁸⁴</u>
March	2013	\$ "	\$ <u>40,671⁷⁹</u>
April	2013	\$ "	\$ <u>39,475¹³</u>
TOTALS		\$ <u>135,819⁹⁶</u>	\$ <u>518,582⁵⁹</u>

Every month must be filled out even if income for the month is zero.

"Enter Zero if slips are non-revenue generating or generated \$0.00"

* Income is defined in chapter 18-21.003, Florida Administrative Code, as the gross revenue derived directly or indirectly from the use of state-owned submerged lands such as slip rental, lease or sublease fees, dock or pier admission fees, club membership, stock ownership or equity interest in activities where increased revenue is attributable to the use of the submerged land. However, gross revenue shall not include pass-through fees such as fees for utility services, sale of the facility or sales of products not occurring on sovereignty submerged lands. Gross revenue shall include all future payments made for the transfer of the interest in a slip originally obtained from the Board's lessee, including transfer of slip rights by slip sublessee's, slip "sellers", slip interest transfers, new club memberships, and other similar transactions.

PLEASE ATTACH A LIST OF ANY SLIP TRANSFERS AS DEFINED ABOVE INCLUDING THE SLIP NUMBER, AMOUNT OF INCOME RECEIVED, SUBLESSEE'S NAME AND UNIT NUMBER, IF APPLICABLE.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF STATE LANDS/BUREAU OF PUBLIC LAND ADMINISTRATION
 3900 COMMONWEALTH BOULEVARD, MS #130
 TALLAHASSEE, FLORIDA 32399-3000
 (850) 245-2720

CERTIFICATION

Instrument No. 460017681
Lessee Name: OKALOOSA COUNTY BCC
Billing Address 302 N. WILSON ST. SUITE 302
City/State/Zip CRESTVIEW, FL
Telephone: (850) 689-5770
(Please provide area code)
Facility Address: 300 PIER ROAD
City/County/Zip: FT. WALTON BEACH / OKALOOSA / 32548

I, being first duly sworn, hereby certify under penalty of perjury that the following statements are true: (1) To the best of my knowledge and belief, the information contained on the Wetslip Information Form and the Gross Income Reporting Form is true and correct; (2) I have read and understand the terms and conditions of the sovereignty submerged lands lease, and the facility is in full compliance with all the terms and conditions of the sovereignty submerged lands lease; (3) I am authorized to execute this certification on behalf of the lessee; and (4) I am aware that any intentional false statement herein will be grounds for cancellation of the sovereignty submerged lands lease.



Signature of Lessee

Don R. Amunds

Printed Name of Signature

Chairman

Title

May 21, 2013

Date

STATE OF Florida

COUNTY OF Okaloosa

Sworn to or affirmed and subscribed before me the 23rd day of May, 2013,

by Don R Amunds.

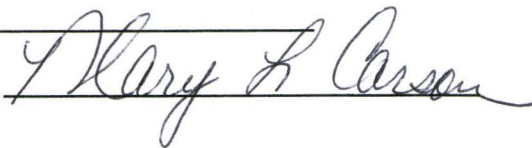
Personally Known

OR Produced Identification _____

Type of identification produced _____

Notary Signature

Commission Expires _____



Notary Signature

(SEAL)





**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: May 21, 2013
TO: Honorable Chairman and Members of the Board
FROM: John Hofstad
SUBJECT: Submerged Lands Lease Annual Wet Slip Report and Gross Income Reporting for the Pier
DEPARTMENT: Public Works
BCC DISTRICT: 2

STATEMENT OF ISSUE: Submittal of the Annual Wet Slip Revenue Report and Gross Income Reporting Form for FY12/13. This requirement was implemented in the Island Pier lease renewal in May of 2006. This is in addition to the annual lease fee.

BACKGROUND and ANALYSIS: Staff requested and received information from the Okaloosa Island Pier's lessee of the income received from the use of the Pier facility from May 2012 thru April 2013; this information is reported as indirect income and Lease fees received by the county from the lessee is reported as direct income. Income is defined in Chapter 18-21.003, Florida Administrative Code, as the gross revenue derived directly or indirectly from the use of state-owned submerged lands. However, gross revenue shall not include pass-through fees such as utility fees, sale of the facility or sales of products not occurring on sovereignty submerged lands.

The Florida Department of Environmental Protection has clarified that only fees received by the County from the monthly lease and fees collected by the Lessee that are associated with fishing from and walking on the Pier are to be reported.

Submittal of the Gross Income Reporting Form requires execution of a Certification. After submittal of the Gross Income Reporting Form, a supplemental invoice for additional fees will be received from the Department of Environmental Protection.

OPTIONS: Approve/disapprove

RECOMMENDATIONS: Allow Chairman to execute the 2012/2013 Gross Reporting Form Certification for income derived from the Okaloosa Island Pier.



John Hofstad, Director

5/13/2013

RECOMMENDED BY:

APPROVED BY:

Ernie Padgett, County Administrator

This Instrument Prepared By:
Athena Baerga
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 460017681

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Okaloosa County, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 20, Township 02 South, Range 23 West, in Gulf of Mexico, Okaloosa County, containing 23,421 square feet, more or less, as is more particularly described and shown on Attachment A, dated May 8, 1997.

TO HAVE THE USE OF the hereinabove described premises from May 4, 2011, the effective date of this lease renewal, through May 4, 2016, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a public fishing pier exclusively to be used for passive recreation and fishing in conjunction with an upland bait shop and snack bar, without fueling facilities, without a sewage pumpout facility, and without liveaboards as defined in paragraph 27 as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Wetland Resource Permit No. 462949819, dated February 21, 1997, and modified on May 7, 1997, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$2,567.79 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection Consolidated Wetland Resource Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain the interest in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto, and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute and documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or 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.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Okaloosa County, Florida
1804 Lewis Turner Blvd., Suite 100
Fort Walton Beach, Florida 32547

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee 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 area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease renewal in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. book and pages at which the lease is recorded.

23. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

24. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

25. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEBOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

WITNESSES:

Michelle Brady
Original Signature

Michelle Brady
Print/Type Name of Witness

Kathy C. Griffin
Original Signature

Kathy C. Griffin
Print/Type Name of Witness

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

(SEAL)

BY: Jeffery M. Gentry

Jeffery M. Gentry, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board
of Trustees of the Internal Improvement Trust Fund of the State
of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12th day of August, 2011, by
Jeffery M. Gentry, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State
Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

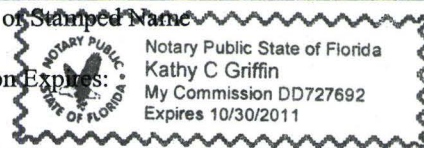
APPROVED AS TO FORM AND LEGALITY:

[Signature]
DEP Attorney

Kathy C. Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:



Commission/Serial No. _____

WITNESSES:

Gary J. Stanford
Original Signature

Gary J. Stanford
Typed/Printed Name of Witness

Teresa Ward
Original Signature

TERESA WARD
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Okaloosa



Okaloosa County, Florida (SEAL)
by its Board of County Commissioners

BY: James Campbell
Original Signature of Executing Authority

James Campbell
Typed/Printed Name of Executing Authority

Chairman
Title of Executing Authority



"LESSEE"

The foregoing instrument was acknowledged before me this 20th day of July, 2011, by
as James Campbell, as Chairman, for and on behalf of the Board of County Commissioners of Okaloosa County, Florida. He is
personally known to me or who has produced _____, as identification.

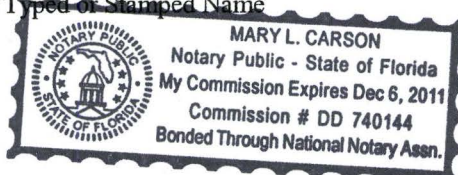
My Commission Expires:

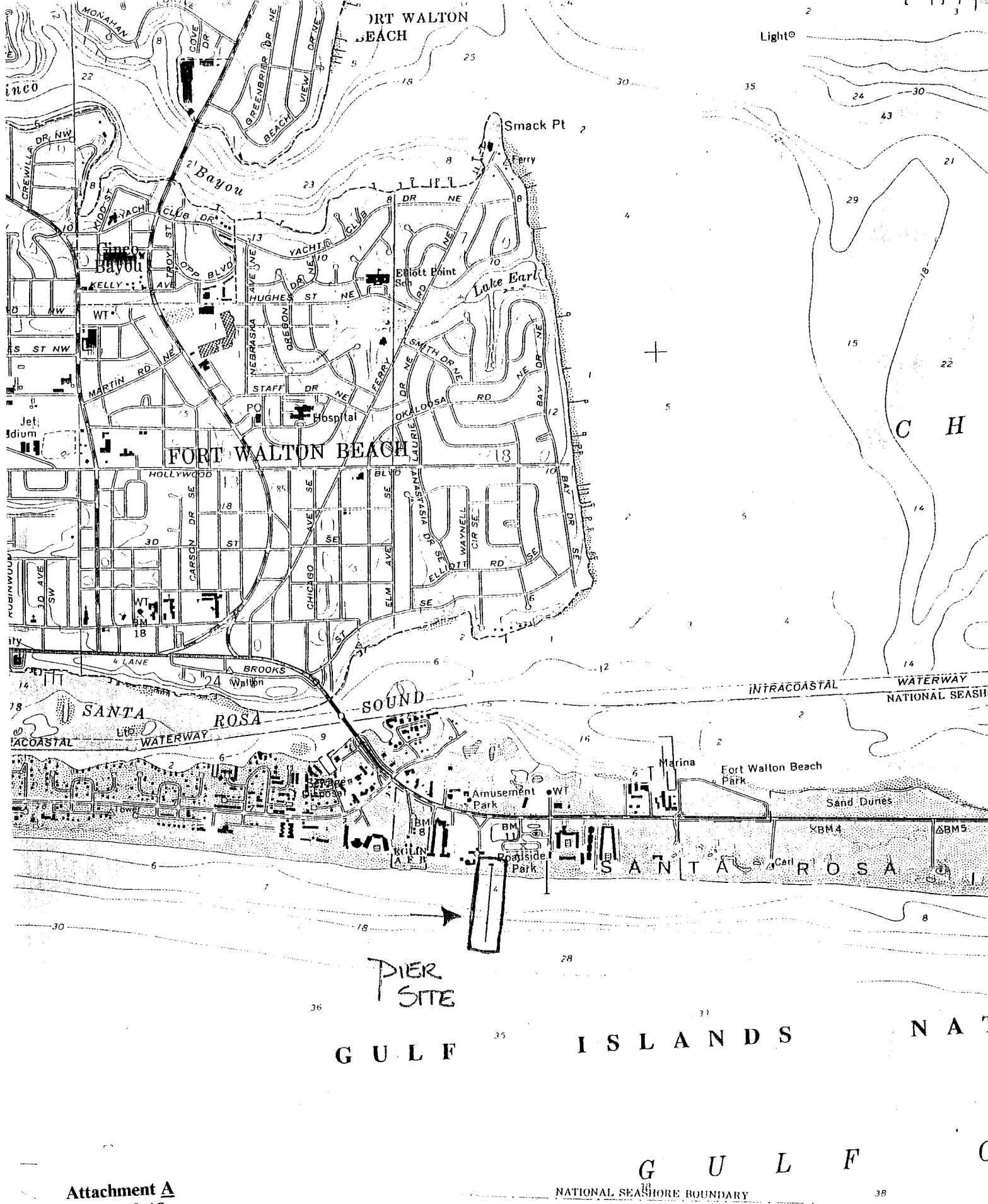
Mary L. Carson
Signature of Notary Public

Notary Public, State of Florida

Commission/Serial No. _____

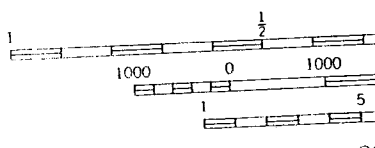
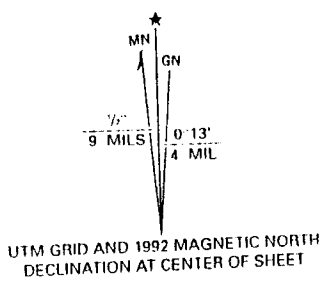
Printed, Typed or Stamped Name





Attachment A
Page 7 of 18
SSLL No. 460017681

United States Geological Survey
 1 NOS/NOAA
 Photogrammetric methods from aerial photographs
 1979. Field checked 1970
 Data compiled from USC&GS Charts 870SC (1970)
 This information is not intended for navigational purposes
 1927 North American datum
 based on Florida coordinate system, north zone
 Universal Transverse Mercator grid ticks, zone 16
 Between 1927 North American Datum and North American
 Datum 83 for 7.5-minute intersections is given in USGS
 NAD 83 is shown by dashed corner ticks
 Private inholdings within the boundaries
 State late reservations shown on this map
 Areas in which only landmark buildings are shown
 Dotted lines have not been established
 Data from 1990 source; no major culture or drainage
 Boundaries and names revised 1992
 Extension of urban areas



DEPTH CURVES AND SOU
 THE RELATIO
 SHORELINE SHOWN RE
 THE MEAN
 IN INLAND WA
 THIS MAP COMPL
 FOR SA
 DENVER, COLO
 A FOLDER DESCRIBING TOPO

Description of Submerged Lands

Commencing at the northeast corner of Lot 2, Block 10, Santa Rosa Island, Subdivision of Block 10, Plat Book 3, Page 14, Okaloosa County, Florida, proceed S-8 degrees 14 minutes 00 seconds W 908.83 feet along the east line of said Lot 2, thence S-81 degrees 46 minutes 00 seconds E 83.41 feet to the POB; Thence S-8 degrees 03 minutes 55 seconds W 963.68 feet, thence S-55 degrees 30 minutes 07 seconds W 33.26 feet, thence S-8 degrees 03 minutes 55 seconds W 22.64 feet, thence S-39 degrees 22 minutes 17 seconds E 35.75 feet, thence S-81 degrees 56 minutes 05 seconds E 18.34 feet, thence N-55 degrees 30 minutes 07 seconds E 35.75 feet, thence N-8 degrees 03 minutes 55 seconds W 22.64 feet, thence N-39 degrees 22 minutes 17 seconds W 33.26 feet, thence N-8 degrees 03 minutes 55 seconds E 966.08 feet, thence N-88 degrees 09 minutes 28 seconds W 22.13 feet to the POB. Contains 23,420.80 square feet.

Bearing reference: Recorded Plat of Santa Rosa Island, Subdivision of Block 10, as recorded in Plat Book 3 at Page 14, Okaloosa County, Florida.

East Line of Block 10 equals S-08 degrees 14 minutes 00 seconds W.

Co-ordinates for Point of Beginning were calculated from information on Coastal Construction Setback line maps dated 17 February 1976 and location of Monuments R-12 and R-13.

RECEIVED

MAY 14 1997

Northwest Florida
DEP

Attachment A
Page 8 of 18
SSLL No. 460017681

DESCRIPTION _____

BOOK _____, PAGE _____, OKALOOSA COUNTY, FLORIDA

ENCROACHMENTS _____

SCALE _____ DATE 8 MAY 1997 W.O. # _____
FIELD BOOK _____

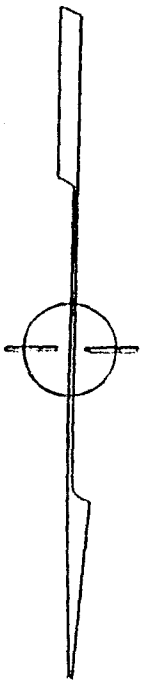
I HEREBY CERTIFY THE HEREON TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF SECTION 472.027 OF THE FLORIDA STATUTES.

ORDERED BY OKALOOSA COUNTY
SKETCH OF DESCRIPTION _____ PLOT PLAN _____

ROBERT F. JOHNSON
FLORIDA REGISTERED SURVEYOR #4028

NOT VALID
UNLESS STAMPED
WITH EMBOSSED
SEAL.

SHEET 2 of 2



N-55°30'07" E 35.75'
 N-08°03'55" E 22.64'
 N-39°27'17" W 33.26'

S-81°56'05" E 18.34'

S-39°22'17" E 35.75'
 S-08°03'55" W 22.64'
 S-55°30'01" W 33.26'

PROPOSED REVISION
OF EXISTING LEASE

RECEIVED

MAY 14 1997

Northwest Florida
 DEP

GULF OF MEXICO

APPROX SHORELINE
 (1996)

APPROXIMATE SHORELINE
 (1991)

512 616.34 (1927 NAD)
 1340 122.85

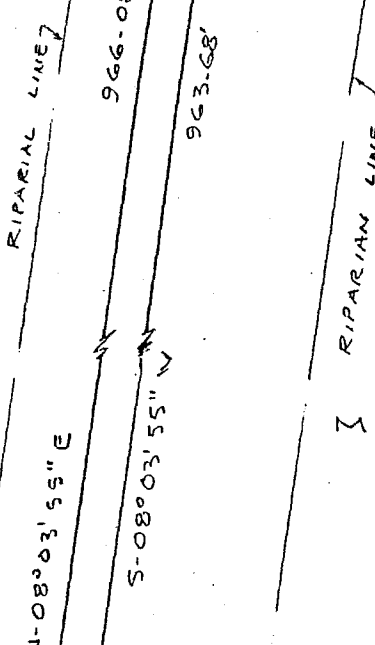
NEWMAN C. BRACKIN
 WAYSIDE PARK

BEARING REFERENCE: S-08°14'00" W
 ALONG EAST LINE OF LOT 2,
 BLOCK 10 PER RECORDED PLAT.

POINT OF BEGINNING
 S-81°41'00" E 83.41'

GULFARIUM
 LOT 2, BLOCK 10

POINT OF COMMENCEMENT: NORTHEAST CORNER OF
 LOT 2, BLOCK 10, SANTA ROSA ISLAND,
 SUBDIVISION OF BLOCK 10, PLAT BOOK 3,
 PAGE 14, OKALOOSA COUNTY, FLORIDA



Attachment A
 Page 9 of 18
 SSSL No. 460017681

US HIGHWAY No. 98
 R/W VARIES

DESCRIPTION ON SHEET 2

BOOK _____ PAGE _____ OKALOOSA COUNTY, FLORIDA

ENCROACHMENTS _____

SCALE 1"=100' DATE 3 MAY 1997 W.O. # _____
 FIELD BOOK REF A-108-91

ORDERED BY OKALOOSA COUNTY

SKETCH OF DESCRIPTION PLOT PLAN

I HEREBY CERTIFY THE HEREON TO BE CORRECT TO
 THE BEST OF MY KNOWLEDGE AND BELIEF AND TO
 BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL
 STANDARDS OF SECTION 472.027 OF THE FLORIDA
 STATUTES.

Robert F. Johnson
 ROBERT F. JOHNSON
 FLORIDA REGISTERED SURVEYOR #4028

NOT VALID
 UNLESS STAMPED
 WITH EMBOSSED
 SEAL.

SHEET 1 OF 2

STATE OF FLORIDA

COUNTY OF OKALOOSA

BOOK 63 PAGE 312

THIS INDENTURE made by and between the UNITED STATES OF AMERICA, party of the first part, acting by and through Frank Pace, Jr., Secretary of the Army, under and pursuant to the powers and authority contained in the Act of 2 July 1948 (62 Stat. 1229), as amended by the Act of 26 October 1949 (Public Law 395, 81st Congress), and Okaloosa County, State of Florida, party of the second part,

WITNESSETH:

THAT the said party of the first part for and in consideration of the payment of the sum of Four Thousand Dollars (\$4,000.00), to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, and for the further consideration of the assumption by party of the second part of all the obligations and its taking subject to and its covenant to abide by and agreement to certain exceptions, reservations, restrictions, conditions, covenants, and limitations, as set out hereinafter, does hereby remise, release, and quitclaim without warranty of any kind, unto the party of the second part, its successors and assigns, all right, title, and interest, for use only for public recreational purposes as hereinafter defined, and subject to exceptions, reservations, restrictions, conditions, covenants, and limitations herein set forth, the following described property situate and lying in the County of Okaloosa, State of Florida, to-wit:

All those tracts or parcels of land aggregating a net total of 875 acres more or less lying and being on Santa Rosa Island, Okaloosa County, Florida, and more particularly described as follows:

Beginning at the point of intersection of the south shore line of Santa Rosa Sound with a north-south line which lies east 1,327,473.95 feet of the origin of the State Coordinate System (Lambert Projection Florida North Zone), said point being 2 miles west of a certain point on the center line of the south end of Brooks Bridge over Santa

11 313

Rosa Sound at Fort Walton, Florida, the co-ordinates of which are N 515,025.45 feet, E 1,338,033.95 with reference to said State Co-ordinate System; thence easterly along the meanders of said south shore line of Santa Rosa Sound three miles more or less to the intersection of said shore line with a north-south line which lies East 1,343,313.95 feet from the origin of said State Co-ordinate System; thence southerly along said north-south line to the north shore line of the Gulf of Mexico; thence westerly along the meanders of said shore line of the Gulf of Mexico three miles more or less to the intersection of said shore line with the aforesaid north-south line which lies East 1,327,473.95 feet of the origin of said State Co-ordinate System; thence northerly along said north-south line to the point of beginning;

And all that portion of land which formerly comprised a part of Santa Rosa Island that lies east of the New East Pass Channel;

LESS AND EXCEPTING the land comprising the site of radar station "Dick," containing 17 acres more or less and more particularly described as follows: From aforesaid point on the center line of the south end of Brooks Bridge over Santa Rosa Sound at Fort Walton, Florida; thence S 39° 39' E 996.6 feet to a point on the south right-of-way line of U. S. Highway No. 98, the point of beginning, the co-ordinate of said point being North 514,250.43 feet, East 1,338,660.53 feet with reference to said State Co-ordinate System; thence easterly along said south right-of-way line along a curve to the left having a radius of 3175.36 feet and a distance of 662.4 feet and a long chord which bears S 56° 56' E 661.31 feet; thence S 08° 14' W 1,090 feet more or less to the north shore line of the Gulf of Mexico; thence westerly along the meanders of said shore line to a point which bears N 78° 39' W 601 feet; thence N 08° 14' E 1335 feet to the point of beginning.

Bearings are grid bearings referred to in Lambert Co-ordinate System, State of Florida North Zone.

Said property being a part of the same property acquired by the United States of America from the County of Escambia, State of Florida, through resolution of the Board of Commissioners of Escambia County at a regular meeting held on the 9th day of November 1938 and recorded in Minute Book 10, page 91, of the public record of that office. Said lands were transferred by the County of Escambia to the National Park Service, Department of the Interior, and subsequently transferred to the War Department by Presidential Proclamation No. 2659, dated 13 August 1945.

EXCEPTING AND RESERVING THEREFROM all uranium, thorium, and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained in whatever concentration, in deposits in the lands covered by this instrument, which are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

AND FURTHER RESERVING to the party of the first part:

1. A perpetual easement for right-of-way over the above-described property for purposes of ingress to and egress from other property of the United States.
2. A perpetual avigation easement to the airspace over said property, to provide clearance for military aircraft and to prohibit the erection on the above-described property of any structure or obstacle in excess of seventy-five (75) feet above mean low water level.

TO HAVE AND TO HOLD the above-described land, except the property and rights excepted above, unto the said party of the second part, its successors, and assigns, for so long as the said property shall be used for the said public recreational purposes, provided, however, that if the said property shall cease to be used for these purposes or shall at any time be used for any other purposes, all right, title, and interest hereby conveyed shall automatically revert to and revest in the party of the first part; and under and subject to the reservations, restrictions, covenants, conditions, and limitations set forth in this instrument, and further subject to any valid existing rights in the said property, including a 100-foot right-of-way for United States Highway No. 98, any other existing easements for public roads, public utilities, railroad rights-of-way and pipe line, and further including those rights arising out of a lease granted to the Island Amusement Company by Escambia County, Florida, on September 10, 1929, as subsequently modified.

BY THE ACCEPTANCE of this instrument or any rights thereunder, the party of the second part, for itself, its successors, and assigns, assumes the obligations of, covenants to abide by and agrees to, and this conveyance is made subject to, the following reservations, restrictions, conditions, and covenants, which shall be binding and enforceable against the party of the second part and shall run with the land:

1. That climb-proof, chain-link fences eight feet in height, with three strands of barbed wire (three barbs) at the top, together with necessary gates, shall be constructed by and at the expense of the

Attachment B
Page 13 of 18
SSLL No. 460017681

party of the second part, its successors, and assigns, one at the westerly limit of the area hereby conveyed, and a second surrounding the immediate area of radar site "Dick," the fence erected at the westerly limit to be maintained by the party of the second part and the fence erected around radar site "Dick" to be maintained by the party of the first part.

2. That costs of any surveys that will be necessary in connection with the conveyance shall be borne by the party of the second part, its successors, or assigns.

3. That the party of the second part shall retain title to property herein conveyed and shall not transfer or convey title to the said property to any person, firm or corporation, or dispose of, use or lease said property in any manner except as specifically provided in this instrument, provided further, however, that nothing herein shall prevent the party of the second part from conveying the said property back to the party of the first part, or to the State of Florida or an authorized agency thereof subject to exceptions, reservations, restrictions, conditions, covenants, and limitations contained herein; any conveyance authorized in this paragraph, however, shall be made subject to all valid rights of third parties then existing or outstanding. That in the event of a breach of the conditions or covenants of this sub-paragraph, party of the first part may immediately enter and possess itself of title to the property conveyed herein.

4. That the public recreational purposes provided for herein shall include the erection and operation by private persons, for profit, of houses, hotels,

restaurants, cafes, bathhouses, casinos, night clubs, and other enterprises and usages usual to beach resorts and resort housing developments.

5. That the property conveyed herein shall be used by party of the second part only for such public recreational purposes as it shall deem to be in the public interest or may be leased by party of the second part from time to time in whole or in part or parts to such persons and only for such public recreational purposes as said party of the second part shall deem to be in the public interest and upon such terms and conditions as it shall fix, and said property, whether leased or not leased, shall be subject always to regulation by said party of the second part.

6. That party of the second part shall be obligated to require compliance with all of the exceptions, reservations, restrictions, conditions, covenants, and limitations enumerated herein; that the said party of the second part shall, in all its leases of the said property, or part, or parts thereof, provide that in the event of a failure on the part of the lessee or lessees, heirs, successors, or assigns, to comply with such exceptions, reservations, restrictions, covenants, conditions, and limitations, all the rights, titles, and interests of such noncomplying lessee or lessees, heirs, successors, or assigns shall be forfeited, and shall revert to the party of the second part, to be held subject to the terms and provisions contained herein.

7. That in the event of a national emergency party of the first part, acting through the Secretary of the Army, shall have the right to take over

from party of the second part, its successors and assigns, complete control and operation of the property herein described for such use and for such length of time as the said emergency shall require, in the discretion of the Secretary of the Army, without rental or other charge but subject to all valid existing private rights in and to the said property or any part or parts thereof; provided, that just compensation shall be given to the owners, lessees, or other persons interested for the taking of control or operation of, or rights in, improvements of said property.

8. That party of the second part shall save, hold harmless and indemnify party of the first part, its officers, agents, servants, and employees from and against any and all liability, claim, cause of action or demand caused by loss of life, damage to property or injury to the persons of party of the second part, its officers, agents, servants, employees, lessees, licensees, invitees, or any third persons on the property conveyed herein, arising from (a) the exercise by party of the first part of its rights and interests excepted and reserved herein, except as specifically provided hereinbefore, and (b) the condition of the said property due to former use thereby by party of the first part while in its possession and control prior to the date of this conveyance.
9. That party of the second part forthwith shall cause this instrument to be recorded at its own expense in the proper office of the County and State in which the property is located.

IN WITNESS WHEREOF, I, Frank Pace, Jr.,
Secretary of the Army, under authority of the Act of Congress
aforesaid, have hereunto set my hand and caused the seal of the
Department of the Army to be affixed to this instrument this
22nd day of May A. D., 1950.

UNITED STATES OF AMERICA

BY Frank Pace, Jr.
Frank Pace, Jr.
Secretary of the Army

Signed, sealed and delivered
in the presence of:

Harold P. Jackson
Gemmatee P. Bradley

STATE OF VIRGINIA)
COUNTY OF ARLINGTON) SS

I hereby certify that on this day before me, an officer duly
authorized in the state aforesaid and in the county aforesaid to take
acknowledgments, personally appeared Frank Pace, Jr.,
to me known and known to be the person described in and who executed
the foregoing instrument as Secretary of the Army of the United
States of America, and acknowledged before me that he executed the
same as such officer in the name and on behalf of said United States
of America.

WITNESS my hand and official seal in the county and state last
aforesaid this 22nd day of May A. D., 1950.



A. F. Spada
Notary Public

My Commission Expires 14 Sept. 1952

This conveyance is accepted by the Grantee this

8th

day of July 1950.

M. S. Spence
Chairman of the Board of County
Commissioners, Okaloosa County,
State of Florida

Signed and sealed by

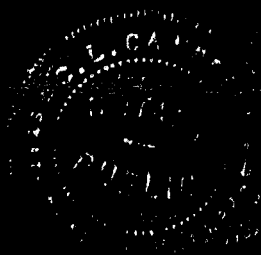
M. S. Spence
as Chairman of the Board of
County Commissioners, Okaloosa
County, State of Florida, in
the presence of witnesses as
follows:

Carl H. ...
Malachi ...

STATE OF FLORIDA
COUNTY OF OKALOOSA

I hereby certify that on this day before me, an officer duly
authorized in the state aforesaid and in the county aforesaid to take
acknowledgments, personally appeared M. S. Spence
to me known and known to be the person described in and who executed
the foregoing instrument as Chairman of the Board of County
Commissioners, Okaloosa County, State of Florida, and that he
acknowledged before me that he executed the same as such officer in
the name and on behalf of the County of Okaloosa, State of Florida.

Witness my hand and seal in the county and state last aforesaid
this 8 day of July 1950.



O. L. Campbell
Notary Public

My commission expires: Dec 6 1950

STATE OF FLORIDA
OKALOOSA COUNTY # 4990

I hereby certify that this instrument was filed for
record this 8 day of July AD. 1950
at 9 A.M. and duly recorded in Book 63
of Deeds on page 312 and record verified.

CLERK CIRCUIT COURT
BY Bernard ...
DEPUTY CLERK

FEE \$ _____

Attachment B
Page 18 of 18
SSLL No. 460017681



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

August 18, 2011

Okaloosa County, FL
Attn: Mr. James Campbell, Chairman
1804 Lewis Turner Blvd., Suite 100
Ft. Walton Beach, FL 32547

BOT Lease No. 460017681
Lessee: Okaloosa County, Florida

Dear Mr. Campbell:

Enclosed is a fully executed **original** lease for **your** records. The lease requires the Lessee to have the fully executed **original** lease (all pages) recorded within 14 days after receipt of this letter. The **original** lease is to be recorded in the official records of the county where the leased site is located. **Please provide within 10 days following recordation, a copy of the recorded lease to Michelle Brady** at the letterhead address above (Mail Station No. 125).

If the billing agent, address, phone or fax numbers change, or there is a change in the Lessee's tax status, please notify the ACCOUNTING SECTION at (850) 245-2720 within 30 days of the date of any change.

Any future correspondence or inquiries should be directed to this office at the letterhead address above (Mail Station No. 125) or at 850/245-2720.

Thank you for your assistance and cooperation in this matter.

Sincerely,

Kathy C. Griffin
Government Operations Consultant I
Bureau of Public Land Administration
Division of State Lands

/kcg

Enclosures

cc: File

DEP, NW District Office

CONTRACT/LEASE PAYMENT APPROVAL FORM

**COMPLETE AND FORWARD TO THE NEXT APPROVING DEPARTMENT
COMPLETED BY DEPARTMENT**

DATE: 4/21/2011

VENDOR NAME: Florida Dept. of Environmental Protection

VENDOR #: 009825

COUNTY AGREEMENT # *(Contact Contract/Lease Coordinator, if unknown)*

L91-0057-EN16-01

VENDOR INVOICE #	TASK ORDER # <i>(if applicable)</i>	COUNTY/FEMA PROJECT # <i>(if applicable)</i>	BUDGET DEPARTMENT #	ACCOUNT #	AMOUNT
56744			0114	544610	\$2,567.79
				TOTAL	\$2,567.79

APPROVED FOR PAYMENT *(please initial, as applicable and date)*

ENGINEER/ARCHITECT/PROJECT MANAGER _____

DATE: _____

COUNTY PROJECT MANAGER: *sw*

DATE: 4-21-11

DEPARTMENT HEAD: *JA*

DATE: 4/22/11

FINAL PAYMENT YES NO

Submerged Land Lease Fee 2011/2012 for Okaloosa Island Pier

CONTRACTS & GRANTS

DATE: _____ CONTRACTS & GRANTS MANAGER: _____

DATE: _____ COUNTY ADMINISTRATOR APPROVAL: _____ *(Only Payments \$25,001 - \$50,000)*

FINAL PAYMENT APPROVAL (if needed):

PURCHASING DIRECTOR: _____ *(Only Contracts < = \$25,000)*

COUNTY ADMINISTRATOR: _____ *(Only Contracts between \$25,001 to \$50,000)*

Contracts Over \$50,000 - BCC Approved

COMPLETED BY FINANCE - ACCOUNTS PAYABLE ONLY

FISCAL YR: _____

DATE RECEIVED: _____

DEPARTMENT OF ENVIRONMENTAL PROTECTION
 RECEIPTS SECTION
 POST OFFICE BOX 3070
 TALLAHASSEE, FL 32315-3070

Invoice		
Date	Instrument #	Invoice #
4/15/2008	460017681	38728
EXPIRATION DATE		
5/4/2011		
RATE		
BASE RATE		
SURCHARGE		
NO SURCHARGE		

Bill To
OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
1250 E. EGLIN PARKWAY
SHALIMAR, FL 32579

Terms	Due Date
30 DAYS	5/15/2008

Description	Memo	Object Code	Square Feet	Rate	Discount %	Surcharge	Amount*
ANNUAL LEASE FEE 2008/2009		021017	23421	0.14554		Y	\$3,408.69
LOCATION NAME				Subtotal			\$3,408.69
OKALOOSA ISLAND PIER				Sales Tax (0.0%)			\$0.00
Remit Copy of Invoice with Payment				County Tax (0%)			\$0.00
				Total			\$3,408.69
PLEASE COMPLETE THE ENCLOSED INCOME REPORTING FORMS AND RETURN WITH YOUR REMITTANCE				Balance Due			\$3,408.69

*Annual Lease Fee Formula = [(Square Feet * Rate)- Discount] + Surcharge

FOR QUESTIONS CONCERNING THIS
 INVOICE PLEASE CALL (850)245-2720
 ORGANIZATION CODE:3710-1000-000
 EXPANSION OPTION: K4

CONTRACT/LEASE PAYMENT APPROVAL FORM

COMPLETE AND FORWARD TO THE NEXT APPROVING DEPARTMENT

COMPLETED BY DEPARTMENT

DATE: 5/9/08

VENDOR NAME: Florida Dept. of Environmental Protection VENDOR #: 009825

AGREEMENT # *(Contact Contract/Lease Coordinator, if unknown)* L91-0057-PW

INVOICE NUMBER: 38728

DEPARTMENT	ACCOUNT	AMOUNT
<u>0114</u>	<u>544610</u>	<u>\$3,408.69</u>
TOTAL		<u>\$3,408.69</u>

APPROVED FOR PAYMENT *(please initial, as applicable and date)* :

ENGINEER/ARCHITECT: _____ DATE: _____

PROJECT MANAGER: MS DATE: 5-9-08

DEPARTMENT HEAD: TX DATE: 5-13-08

FINAL PAYMENT: YES NO Annual Sovereignty Submerged Land Lease Fee 2008/2009 for Okaloosa Island Pier

CONTRACTS & GRANTS

DATE: _____ CONTRACTS & GRANTS MANAGER: _____

DATE: _____ COUNTY ADMINISTRATOR PAYMENT APPROVAL: _____ *(Only Payments > \$10,000)*

FINAL PAYMENT APPROVAL (if needed):

PURCHASING DIRECTOR: _____ *(Only Contracts <\$10,000)*

COUNTY ADMINISTRATOR: _____ *(Only Contracts between \$10,001 to \$25,000)*

Contracts Over \$25,000 – BCC Approved

COMPLETED BY FINANCE - ACCOUNTS PAYABLE ONLY

FISCAL YR: _____

DATE RECEIVED: _____

78.00

#657

This Instrument Prepared By:
Diane C. Rogowski
Submerged Lands Section
Bureau of Land Management Services
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

MODIFIED SOVEREIGNTY SUBMERGED LANDS LEASE

No. 460017681

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 20,
Township 02 South, Range 23 West, in Gulf of Mexico
Okaloosa County, containing 23,421 square feet, more
or less, as is more particularly described and shown on
Attachment A, dated May 8, 1997.

TO HAVE THE USE OF the hereinabove described premises from February 21, 1997, the effective date of this modified lease, through May 4, 2001, the expiration date of this modified lease. The terms and conditions on and for which this lease is granted are as follows:

- 1. USE OF PROPERTY:** The Lessee is hereby authorized to operate exclusively a public fishing pier used in conjunction with an upland bait shop and snack bar, without fueling facilities, without a sewage pumpout facility, and without liveboards, as shown and conditioned in Attachment A, and the Department of Environmental Protection, Joint Coastal Permit No. 462949819, dated February 21, 1997, as modified on May 7, 1997, incorporated herein and made a part of this lease by reference.
- 2. LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an initial annual lease fee for the expanded area (1,093 square feet) of \$ 84.23, plus 25 percent surcharge and sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed modified lease. The annual fee for the remaining years of the lease for the entire lease area (23,421 square feet) shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

$23,421 \text{ sq. ft.} \times .1156 = 2,707.47$

[02]

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: June 6, 2006
TO: Honorable Chairman & Members of the Board
FROM: Danielle E. Slaterpryce, P.E., Public Works Director
SUBJECT: 2006/2007 Sovereignty Submerged Land Lease Fee, Okaloosa Island Pier
DISTRICT: Five
DEPARTMENT: Public Works / Resources

STATEMENT OF ISSUE: Approval of payment to the Department of Environmental Protection for the annual lease fee for the Okaloosa Island Pier Sovereignty Submerged Land Lease.

BACKGROUND and ANALYSIS: In accordance with section 212.031, F.S. and Section 2 of the lease agreement with the Board of Trustees of the Internal Improvement Fund of the State of Florida and Section 18-21.011, Florida Administrative Code, Okaloosa County (the Lessee) is required to pay an annual fee and supply the Bureau of Public Land Administration with wet slip rental and revenue information based on the previous year.

Okaloosa County does not have any wet slips, the amount of payment is based only on a square foot price. The total cost of the renewal is \$3,221.46 based on 23421 square feet

OPTIONS: Approve/disapprove

RECOMMENDATIONS: Approve payment of the annual lease fee for 2006/2007 in the amount of \$3,221.46. Funds will come from account #0114 – 544610 (General fund) and allow Chairman to sign the Wet Slip Rental and Revenue Certification Form.

ATTCHMENTS: Exhibit A - Cover letter from DEP, Bureau of Public Land Administration
Exhibit B – Invoice from Department of Environmental Protection for Lease Fees
Exhibit C – 2005/2006 Wet Slip Rental and Revenue Certification Form

PREPARED BY: James Puckett
James Puckett
Resources Project Manager

RECOMMENDED BY: D. E. Slaterpryce
Danielle E. Slaterpryce, P.E.
Department Director

APPROVED BY: James D. Curry
James D. Curry
County Administrator

L91-0057-ENG16-1
OKALOOSA COUNTY PIER
SUBMERGED LAND
FL INTERNAL IMPROVE TRUST FUND
EXPIRES: 5/4/2007

#657

CONTRACT/LEASE PAYMENT APPROVAL FORM

**COMPLETE AND FORWARD TO THE NEXT APPROVING DEPARTMENT
COMPLETED BY DEPARTMENT**

DATE: 5/17/06

VENDOR NAME: Florida Dept. of Environmental Protection VENDOR #: 009825

AGREEMENT # *(Contact Contract/Lease Coordinator, if unknown)* _____

INVOICE NUMBER: 460017681

DEPARTMENT	ACCOUNT	AMOUNT
<u>0114</u>	<u>544610</u>	<u>\$3,221.46</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL		<u>\$3,221.46</u>

APPROVED FOR PAYMENT (please initial, as applicable and date):

ENGINEER/ARCHITECT: _____ DATE: _____

PROJECT MANAGER: JP DATE: 5/19/06

DEPARTMENT HEAD: DS DATE: 5/31/06

FINAL PAYMENT: YES NO Annual Lease Fee 2006/2007 for Okaloosa Island Pier

CONTRACTS & GRANTS

DATE: _____ CONTRACTS & GRANTS MANAGER: _____

DATE: _____ COUNTY ADMINISTRATOR PAYMENT APPROVAL: _____ *(Only Payments > \$10,000)*

FINAL PAYMENT APPROVAL (if needed):

PURCHASING DIRECTOR: _____ *(Only Contracts <\$10,000)*

COUNTY ADMINISTRATOR: _____ *(Only Contracts between \$10,001 to \$25,000)*

Contracts Over \$25,000 – BCC Approved

COMPLETED BY FINANCE - ACCOUNTS PAYABLE ONLY

FISCAL YR: _____

DATE RECEIVED: _____

DEPARTMENT OF ENVIRONMENTAL PROTECTION
RECEIPTS SECTION
PO BOX 3070
TALLAHASSEE FL 32315-3070



Date: April 5, 2006

Subject: 2006/2007 Sovereignty Submerged Land Lease Fee

Dear Sir or Madam:

Enclosed you will find the 2006/2007 Lease Fee Invoice pursuant to Section 212.031, F.S. and Section 2 of your lease agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. Please remit a copy of your invoice, along with your payment, to the above-referenced address within 30 days.

All fees must be received in full within 30 days of the invoice date. Any partial payment received will be returned unless otherwise approved.

If lease payment is not received within 30 days, per Section 4 of your lease agreement, the Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder.

If you have any questions regarding this matter, please contact Starla Wagner or Susan Riggs at (850) 245-2720.

Bureau of Public Land Administration
Division of State Lands

Enclosure

EXHIBIT

"A"

DEPARTMENT OF ENVIRONMENTAL PROTECTION
 RECEIPTS SECTION
 POST OFFICE BOX 3070
 TALLAHASSEE, FL 32315-3070

Invoice		
Date	Instrument #	Invoice #
4/15/2006	460017681	27093
EXPIRATION DATE		
5/4/2006		
RATE		
BASE RATE		
SURCHARGE		
NO SURCHARGE		

Bill To
OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS
1250 E. EGLIN PARKWAY
SHALIMAR, FL 32579

Terms	Due Date
30 DAYS	5/15/2006

Description	Memo	Object Code	Square Feet	Rate	Discount %	Surcharge	Amount*
ANNUAL LEASE FEE 2006/2007		021017	23421	0.13755		Y	\$3,221.46
LOCATION NAME						Subtotal	\$3,221.46
OKALOOSA ISLAND PIER						Sales Tax (0.0%)	\$0.00
Remit Copy of Invoice with Payment						County Tax (0%)	\$0.00
						Total	\$3,221.46
PLEASE COMPLETE THE ENCLOSED WETSLIP CERTIFICATION AND RETURN WITH YOUR REMITTANCE						Balance Due	\$3,221.46

*Annual Lease Fee Formula = [(Square Feet * Rate)- Discount] + Surcharge

FOR QUESTIONS CONCERNING THIS
 INVOICE PLEASE CALL (850)245-2720
 ORGANIZATION CODE:3710-1000-000
 EXPANSION OPTION: K4

FILED
 DON W. HOWARD
 2006 APR 27 PM 4 33
 CLERK OF CIRCUIT COURT
 OKALOOSA COUNTY FL.

EXHIBIT B

2005/2006 WET SLIP REVENUE INFORMATION

	May-05	June-05	July-05	August-05
TOTAL GROSS REVENUE FOR ALL SLIPS PER MONTH	\$ 0	\$ 0	\$ 0	\$ 0
	September-05	October-05	November-05	December-05
TOTAL GROSS REVENUE FOR ALL SLIPS PER MONTH	0	0	0	0
	January-06	February-06	March-06	April-06
TOTAL GROSS REVENUE FOR ALL SLIPS PER MONTH	\$ 0	\$ 0	\$ 0	\$ 0
**NOTE: Every month must be filled out even if income for month is zero.				
PLEASE INCLUDE ALL REVENUE RECEIVED FROM THE RENTAL, SALE, SUBLEASE, AND LICENSE OF WETSLIPS COVERED BY THE SOVEREIGNTY SUBMERGED LAND LEASE.				

CERTIFICATION

STATE OF FLORIDA
COUNTY OF OKALOOSA

I hereby certify that, to the best of my knowledge and belief, the information contained herein is true and correct and I am aware that an intentional false statement herein will be grounds for cancellation of this lease.

Lessee: Okaloosa County Board of County Commissioners

Instrument No.: 460017681

By: _____
(Original Signature Required)

Address: 101 East James Lee Blvd.
Crestview, FL 32536

Telephone: (850) 689-5772
(Area Code)

The foregoing certification was acknowledged before me this ____ day of _____ A.D.,

200__, by _____, who is personally known to me or who has produced _____ as identification.

My Commission Expires: _____

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed, or Stamped Name

This Instrument Prepared By:
Jeff Gentry
Recurring Revenue Section
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

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

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

No. 460017681

PA No. _____

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Okaloosa County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 20
Township 02 South, Range 23 West, in Gulf of Mexico,
Okaloosa County, containing 23,421 square feet,
more or less, as is more particularly described and shown
on Attachment A, dated May 8, 1997

TO HAVE THE USE OF the hereinabove described premises from May 4, 2001, the effective date of this lease renewal, through May 4, 2006 the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to operate an existing public fishing pier exclusively to be used for passive recreation and fishing in conjunction with an upland bait shop and snack bar, without fueling facilities, without a sewage pumpout facility, and without liveaboards as defined in paragraph 28, as shown and conditioned in Attachment A, and the Department of Environmental Protection, Consolidated Wetland Resource Permit No. 462949819, dated February 21, 1997, as modified on May 7, 1997, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this Lease.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$2,847.99 plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease renewal, and each year thereafter until the term of this lease renewal terminates or expires.

[02]

L91-0057-ENG15-1
OKALOOSA COUNTY PIER
SUBMERGED LAND
FL INTERNAL IMPROVE TRUST FUND
EXPIRES: 5/4/2006

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the total amount of the gross receipts derived from the rental of wet slips, if applicable. When six percent (6%) of the gross receipts derived from the rental of wet slips exceeds the prorated base fee or minimum fee established pursuant to section 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due dates.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall secure, maintain, and keep all records for the entire term of this lease renewal, plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease payment verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the Department of Environmental Protection, Consolidated Wetland Resource Permit. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wetslips, from rental of wetslips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wetslips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease renewal and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease renewal, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease renewal which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or 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.

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease renewal and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease renewal may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease renewal or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Okaloosa County Board of County Commissioners
101 East James Lee Boulevard
Crestview, Florida 32536

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

15. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. NON-DISCRIMINATION: The Lessee 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 area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease renewal (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease renewal, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the riparian upland property more specifically described in Attachment B, which shall run with the title to said riparian upland property, and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Any costs incurred by the Lessor in the removal of any structures and equipment constructed or maintained on state lands shall be paid by the Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by Law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease renewal in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. book and pages at which the lease is recorded.

24. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

27. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

28. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one(1) of this lease, in no event shall such "liveaboard" status exceed six(6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

29. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

WITNESSES:

Dave Fewell
Original Signature

DAVE FEWELL
Print/Type Name of Witness

Judy Woodard
Original Signature

Judy Woodard
Print/Type Name of Witness

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

BY:

Acey L. Stinson, Operations and Management Consultant
Manager, Bureau of Public Land Administration,
Division of State Lands, Department of Environmental
Protection, as agent for and on behalf of the Board of Trustees of
the Internal Improvement Trust Fund of the State of Florida.

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 3rd day of July, 2001, by Acey L. Stinson, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

James H. [Signature]
DEP Attorney

Theresa M. Brady
Notary Public, State of Florida
COMMISSION # CC 702200
EXPIRES DEC 15, 2001
BONDED THRU
ATLANTIC BONDING CO., INC.

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

Brenda L. Bailey
Original Signature

Brenda L. Bailey
Typed/Printed Name of Witness

Jean Jones
Original Signature

Jean Jones
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Okaloosa

Okaloosa County Board of County Commissioners,
a political subdivision of the State of Florida (SEAL)

BY: Shirley R. Ransom
Original Signature of Executing Authority

Shirley Ransom
Typed/Printed Name of Executing Authority

Chairman
Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 19th day of June, 2001, by Shirley Ransom as Chairman, for and on behalf of Okaloosa County Board of County Commissioners, a political subdivision of the State of Florida. She is personally known to me or who has produced _____, as identification.

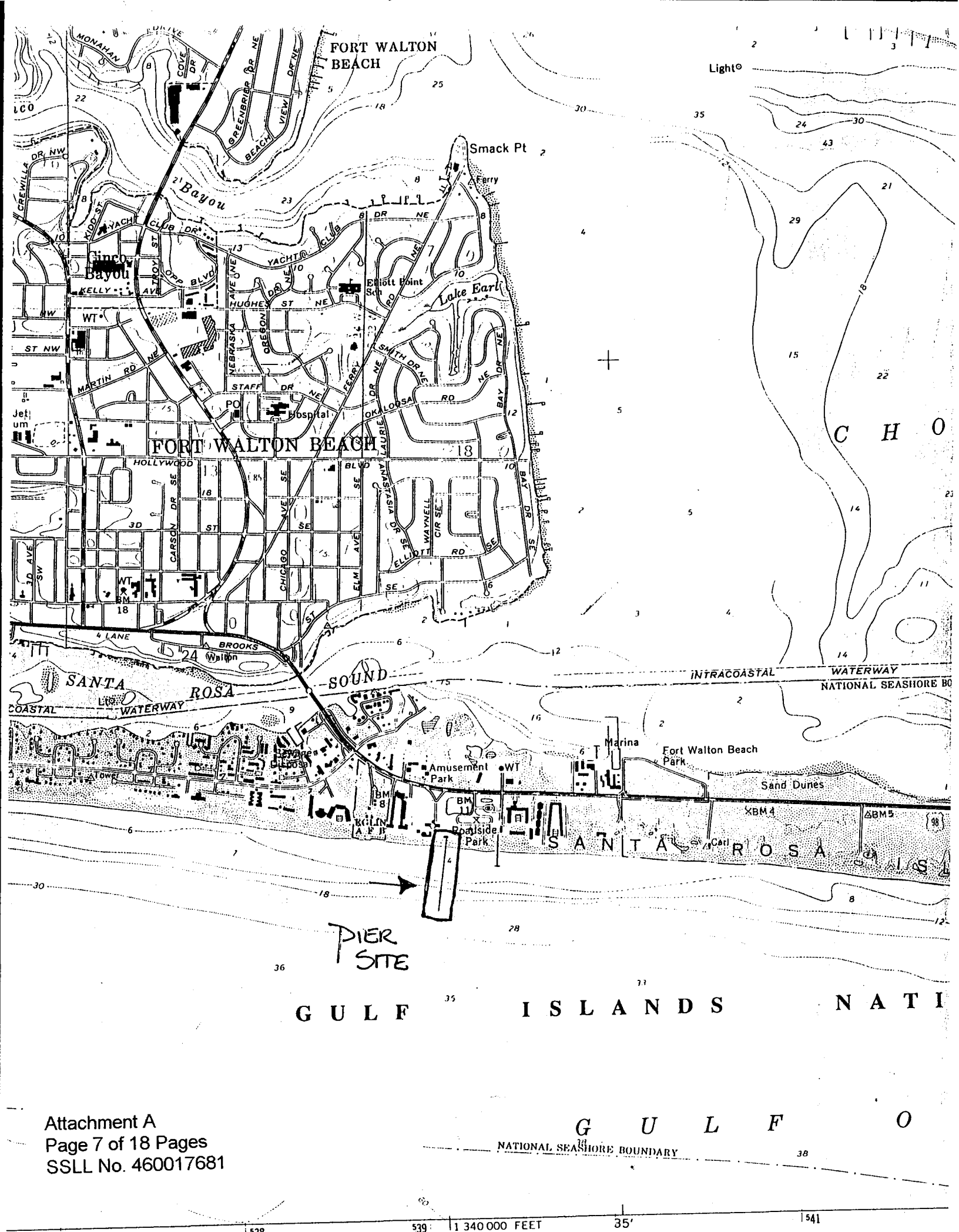
My Commission Expires:

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

Commission/Serial No. _____

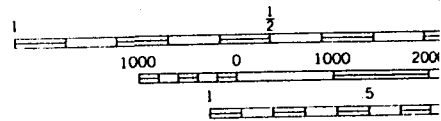
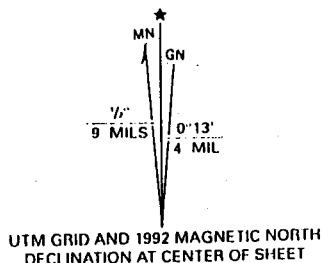
Norma J. Jones
Notary Public, State of _____

Printed, Typed or Stamped Name



Attachment A
 Page 7 of 18 Pages
 SSSL No. 460017681

United States Geological Survey
 NOS/NOAA
 Parametric methods from aerial photographs
 1. Field checked 1970
 2. Data compiled from USC&GS Charts 870SC (1970)
 3. Information is not intended for navigational purposes
 4. 1927 North American datum
 5. Based on Florida coordinate system, north zone
 6. Transverse Mercator grid ticks, zone 16
 7. UTM grid and 1992 magnetic north declination at center of sheet
 8. 1927 North American Datum and North American
 9. AD 83 for 7.5-minute intersections is given in USGS
 10. AD 83 is shown by dashed corner ticks
 11. Landholdings within the boundaries
 12. State reservations shown on this map
 13. Areas in which only landmark buildings are shown
 14. Boundaries have not been established
 15. 1990 source; no major culture or drainage
 16. Boundaries and names revised 1992
 17. Extension of urban areas



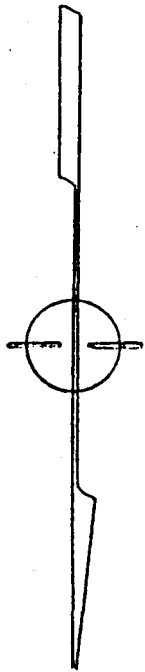
CONTOUR
 SEA
 DEPTH CURVES AND SOUNDING
 THE RELATIONSHIP
 SHORELINE SHOWN REPRESENTS
 THE MEAN RANGE
 IN INLAND WATERS

THIS MAP COMPLIES WITH
 FOR SALE BY
 DENVER, COLORADO
 A FOLDER DESCRIBING TOPOGRAPHY

N-55°30'07"E 35.75'
 N-08°03'55"E 22.64'
 N-39°27'17"W 33.26'

S-81°56'05"E 18.34'

S-39°22'17"E 35.75'
 S-08°03'55"W 22.64'
 S-55°30'07"W 33.26'



PROPOSED REVISION
OF EXISTING LEASE

RECEIVED

MAY 14 1997

Northwest Florida
 DEP

GULF OF MEXICO

APPROX SHORELINE
 (1996)

APPROXIMATE SHORELINE
 (1991)

512616.34 (1927 NAD)
 1340122.85

NEWMAN C. BRACKIN
 WAYSIDE PARK

BEARING REFERENCE: S-08°14'00"W
 ALONG EAST LINE OF LOT 2,
 BLOCK 10 PER RECORDED PLAT.

POINT OF BEGINNING
 S-81°41'00"E 83.41'

Attachment A
 Page 9 of 18 Pages
 SSL No. 460017681

GULFARIUM
 Lot 2, Block 10

POINT OF COMMENCE: NORTHEAST CORNER OF
 LOT 2, BLOCK 10, SANTA ROSA ISLAND,
 SUBDIVISION OF BLOCK 10, PLAT BOOK 3,
 PAGE 14, OKALOOSA COUNTY, FLORIDA

US HIGHWAY U.S. 98
 R/W VARIES

DESCRIPTION ON SHEET 2

BOOK _____ PAGE _____ OKALOOSA COUNTY, FLORIDA

ENCROACHMENTS _____

SCALE 1"=100' DATE 3 MAY 1997 W.O.# _____

FIELD BOOK REF A-108-91

ORDERED BY OKALOOSA COUNTY

SKETCH OR DESCRIPTION PLOT PLAN

I HEREBY CERTIFY THE HEREON TO BE CORRECT TO
 THE BEST OF MY KNOWLEDGE AND BELIEF AND TO
 BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL
 STANDARDS OF SECTION 472.027 OF THE FLORIDA
 STATUTES.

Robert F. Johnson
 ROBERT F. JOHNSON
 FLORIDA REGISTERED SURVEYOR #4028

NOT VALID
 UNLESS STAMPED
 WITH EMBOSSED
 SEAL.

SHEET 1 OF 2

Description of Submerged Lands

Commencing at the northeast corner of Lot 2, Block 10, Santa Rosa Island, Subdivision of Block 10, Plat Book 3, Page 14, Okaloosa County, Florida, proceed S-8 degrees 14 minutes 00 seconds W 908.83 feet along the east line of said Lot 2, thence S-81 degrees 46 minutes 00 seconds E 83.41 feet to the POB; Thence S-8 degrees 03 minutes 55 seconds W 963.68 feet, thence S-55 degrees 30 minutes 07 seconds W 33.26 feet, thence S-8 degrees 03 minutes 55 seconds W 22.64 feet, thence S-39 degrees 22 minutes 17 seconds E 35.75 feet, thence S-81 degrees 56 minutes 05 seconds E 18.34 feet, thence N-55 degrees 30 minutes 07 seconds E 35.75 feet, thence N-8 degrees 03 minutes 55 seconds W 22.64 feet, thence N-39 degrees 22 minutes 17 seconds W 33.26 feet, thence N-8 degrees 03 minutes 55 seconds E 966.08 feet, thence N-88 degrees 09 minutes 28 seconds W 22.13 feet to the POB. Contains 23,420.80 square feet.

Bearing reference: Recorded Plat of Santa Rosa Island, Subdivision of Block 10, as recorded in Plat Book 3 at Page 14, Okaloosa County, Florida.

East Line of Block 10 equals S-08 degrees 14 minutes 00 seconds W.

Co-ordinates for Point of Beginning were calculated from information on Coastal Construction Setback line maps dated 17 February 1976 and location of Monuments R-12 and R-13.

RECEIVED

'MAY 14 1997

**Northwest Florida
DEP**

Attachment A
Page 8 of 18 Pages
SSLL No. 460017681

DESCRIPTION _____

_____ BOOK _____, PAGE _____, OKALOOSA COUNTY, FLORIDA

ENCROACHMENTS _____

SCALE _____ DATE 8 MAY 1997 W.O. # _____
FIELD BOOK _____

I HEREBY CERTIFY THE HEREON TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO BE IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF SECTION 472.027 OF THE FLORIDA STATUTES.

ORDERED BY OKALOOSA COUNTY

SKETCH OF DESCRIPTION PLOT PLAN

ROBERT F. JOHNSON
FLORIDA REGISTERED SURVEYOR #4028

NOT VALID
UNLESS STAMPED
WITH EMBOSSED
SEAL.

SHEET 2 OF 2

STATE OF FLORIDA
COUNTY OF OKALOOSA

BOOK 65 PAGE 312

THIS INDENTURE made by and between the UNITED STATES OF AMERICA, party of the first part, acting by and through Frank Pace, Jr., Secretary of the Army, under and pursuant to the powers and authority contained in the Act of 2 July 1948 (62 Stat. 1229), as amended by the Act of 26 October 1949 (Public Law 395, 81st Congress), and Okaloosa County, State of Florida, party of the second part,
WITNESSETH:

THAT the said party of the first part for and in consideration of the payment of the sum of Four Thousand Dollars (\$4,000.00), to it in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, and for the further consideration of the assumption by party of the second part of all the obligations and its taking subject to and its covenant to abide by and agreement to certain exceptions, reservations, restrictions, conditions, covenants, and limitations, as set out hereinafter, does hereby remise, release, and quitclaim without warranty of any kind, unto the party of the second part, its successors and assigns, all right, title, and interest, for use only for public recreational purposes as hereinafter defined, and subject to exceptions, reservations, restrictions, conditions, covenants, and limitations herein set forth, the following described property situate and lying in the County of Okaloosa, State of Florida, to-wit:

All those tracts or parcels of land aggregating a net total of 875 acres more or less lying and being on Santa Rosa Island, Okaloosa County, Florida, and more particularly described as follows:

Beginning at the point of intersection of the south shore line of Santa Rosa Sound with a north-south line which lies east 1,327,473.95 feet of the origin of the State Coordinate System (Lambert Projection Florida North Zone), said point being 2 miles west of a certain point on the center line of the south end of Brooks Bridge over Santa

Rosa Sound at Fort Walton, Florida, the co-ordinates of which are N 515,025.45 feet, E 1,338,033.95 with reference to said State Co-ordinate System; thence easterly along the meanders of said south shore line of Santa Rosa Sound three miles more or less to the intersection of said shore line with a north-south line which lies East 1,343,313.95 feet from the origin of said State Co-ordinate System; thence southerly along said north-south line to the north shore line of the Gulf of Mexico; thence westerly along the meanders of said shore line of the Gulf of Mexico three miles more or less to the intersection of said shore line with the aforesaid north-south line which lies East 1,327,473.95 feet of the origin of said State Co-ordinate System; thence northerly along said north-south line to the point of beginning;

And all that portion of land which formerly comprised a part of Santa Rosa Island that lies east of the New East Pass Channel;

LESS AND EXCEPTING the land comprising the site of radar station "Dick," containing 17 acres more or less and more particularly described as follows: From aforesaid point on the center line of the south end of Brooks Bridge over Santa Rosa Sound at Fort Walton, Florida; thence S 39° 39' E 996.6 feet to a point on the south right-of-way line of U. S. Highway No. 98, the point of beginning, the co-ordinate of said point being North 514,250.43 feet, East 1,338,660.53 feet with reference to said State Co-ordinate System; thence easterly along said south right-of-way line along a curve to the left having a radius of 3175.36 feet and a distance of 662.4 feet and a long chord which bears S 56° 56' E 661.31 feet; thence S 08° 14' W 1,090 feet more or less to the north shore line of the Gulf of Mexico; thence westerly along the meanders of said shore line to a point which bears N 78° 39' W 601 feet; thence N 08° 14' E 1335 feet to the point of beginning.

Bearings are grid bearings referred to in Lambert Co-ordinate System, State of Florida North Zone.

Said property being a part of the same property acquired by the United States of America from the County of Escambia, State of Florida, through resolution of the Board of Commissioners of Escambia County at a regular meeting held on the 9th day of November 1938 and recorded in Minute Book 10, page 91, of the public record of that office. Said lands were transferred by the County of Escambia to the National Park Service, Department of the Interior, and subsequently transferred to the War Department by Presidential Proclamation No. 2659, dated 13 August 1945.

EXCEPTING AND RESERVING THEREFROM all uranium, thorium, and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained in whatever concentration, in deposits in the lands covered by this instrument, which are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

AND FURTHER RESERVING to the party of the first part:

1. A perpetual easement for right-of-way over the above-described property for purposes of ingress to and egress from other property of the United States.
2. A perpetual avigation easement to the airspace over said property, to provide clearance for military aircraft and to prohibit the erection on the above-described property of any structure or obstacle in excess of seventy-five (75) feet above mean low water level.

TO HAVE AND TO HOLD the above-described land, except the property and rights excepted above, unto the said party of the second part, its successors, and assigns, for so long as the said property shall be used for the said public recreational purposes, provided, however, that if the said property shall cease to be used for these purposes or shall at any time be used for any other purposes, all right, title, and interest hereby conveyed shall automatically revert to and revest in the party of the first part; and under and subject to the reservations, restrictions, covenants, conditions, and limitations set forth in this instrument, and further subject to any valid existing rights in the said property, including a 100-foot right-of-way for United States Highway No. 98, any other existing easements for public roads, public utilities, railroad rights-of-way and pipe line, and further including those rights arising out of a lease granted to the Island Amusement Company by Escambia County, Florida, on September 10, 1929, as subsequently modified.

BY THE ACCEPTANCE of this instrument or any rights thereunder, the party of the second part, for itself, its successors, and assigns, assumes the obligations of, covenants to abide by and agrees to, and this conveyance is made subject to, the following reservations, restrictions, conditions, and covenants, which shall be binding and enforceable against the party of the second part and shall run with the land:

1. That climb-proof, chain-link fences eight feet in height, with three strands of barbed wire (three barbs) at the top, together with necessary gates, shall be constructed by and at the expense of the

party of the second part, its successors, and assigns, one at the westerly limit of the area hereby conveyed, and a second surrounding the immediate area of radar site "Dick," the fence erected at the westerly limit to be maintained by the party of the second part and the fence erected around radar site "Dick" to be maintained by the party of the first part.

2. That costs of any surveys that will be necessary in connection with the conveyance shall be borne by the party of the second part, its successors, or assigns.

3. That the party of the second part shall retain title to property herein conveyed and shall not transfer or convey title to the said property to any person, firm or corporation, or dispose of, use or lease said property in any manner except as specifically provided in this instrument, provided further, however, that nothing herein shall prevent the party of the second part from conveying the said property back to the party of the first part, or to the State of Florida or an authorized agency thereof subject to exceptions, reservations, restrictions, conditions, covenants, and limitations contained herein; any conveyance authorized in this paragraph, however, shall be made subject to all valid rights of third parties then existing or outstanding. That in the event of a breach of the conditions or covenants of this subparagraph, party of the first part may immediately enter and possess itself of title to the property conveyed herein.

4. That the public recreational purposes provided for herein shall include the erection and operation by private persons, for profit, of houses, hotels,

restaurants, cafes, bathhouses, casinos, night clubs, and other enterprises and usages usual to beach resorts and resort housing developments.

5. That the property conveyed herein shall be used by party of the second part only for such public recreational purposes as it shall deem to be in the public interest or may be leased by party of the second part from time to time in whole or in part or parts to such persons and only for such public recreational purposes as said party of the second part shall deem to be in the public interest and upon such terms and conditions as it shall fix, and said property, whether leased or not leased, shall be subject always to regulation by said party of the second part.
6. That party of the second part shall be obligated to require compliance with all of the exceptions, reservations, restrictions, conditions, covenants, and limitations enumerated herein; that the said party of the second part shall, in all its leases of the said property, or part, or parts thereof, provide that in the event of a failure on the part of the lessee or lessees, heirs, successors, or assigns, to comply with such exceptions, reservations, restrictions, covenants, conditions, and limitations, all the rights, titles, and interests of such noncomplying lessee or lessees, heirs, successors, or assigns shall be forfeited, and shall revert to the party of the second part, to be held subject to the terms and provisions contained herein.
7. That in the event of a national emergency party of the first part, acting through the Secretary of the Army, shall have the right to take over

from party of the second part, its successors and assigns, complete control and operation of the property herein described for such use and for such length of time as the said emergency shall require, in the discretion of the Secretary of the Army, without rental or other charge but subject to all valid existing private rights in and to the said property or any part or parts thereof; provided, that just compensation shall be given to the owners, lessees, or other persons interested for the taking of control or operation of, or rights in, improvements of said property.

8. That party of the second part shall save, hold harmless and indemnify party of the first part, its officers, agents, servants, and employees from and against any and all liability, claim, cause of action or demand caused by loss of life, damage to property or injury to the persons of party of the second part, its officers, agents, servants, employees, lessees, licensees, invitees, or any third persons on the property conveyed herein, arising from (a) the exercise by party of the first part of its rights and interests excepted and reserved herein, except as specifically provided hereinbefore, and (b) the condition of the said property due to former use thereby by party of the first part while in its possession and control prior to the date of this conveyance.
9. That party of the second part forthwith shall cause this instrument to be recorded at its own expense in the proper office of the County and State in which the property is located.

This conveyance is accepted by the Grantee this 8th day of July 1950.

M. S. Johnson
Chairman of the Board of County Commissioners, Okaloosa County, State of Florida

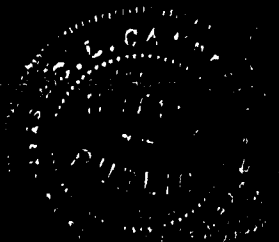
Signed and sealed by
M. S. Johnson
as Chairman of the Board of County Commissioners, Okaloosa County, State of Florida, in the presence of witnesses as follows:

Carl Stephens
W. L. ...

STATE OF FLORIDA
COUNTY OF OKALOOSA

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared W. S. ... to me known and known to be the person described in and who executed the foregoing instrument as Chairman of the Board of County Commissioners, Okaloosa County, State of Florida, and that he acknowledged before me that he executed the same as such officer in the name and on behalf of the County of Okaloosa, State of Florida.

Witness my hand and seal in the county and state last aforesaid this 8 day of July 1950.



O. L. Campbell
Notary Public
My commission expires: Dec 6 1950

STATE OF FLORIDA
OKALOOSA COUNTY * 4990

I hereby certify that this instrument was filed for record this 8 day of July A.D. 1950 at 9:45 A.M. and duly recorded in Book 63 of Deeds on page 323 and record verified.

CLERK CIRCUIT COURT
BY Bernice ...
DEPUTY CLERK

FEE \$