

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/16/2023

Contract/Lease Control #: C23-3371-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CITY OF MARY ESTHER

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 8/15/2023

Expiration Date: INDEFINITE

Description of: PUBLIC WATERFRONT PARK PROJECT

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

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

Closed: _____

CC: BCC RECORDS

INTERLOCAL AGREEMENT BETWEEN OKALOOSA COUNTY AND THE CITY OF MARY ESTHER FOR A PUBLIC WATERFRONT PARK PROJECT THAT INCLUDES PROPERTY ACQUISITION, DEMOLITION, DESIGN, CONSTRUCTION, OWNERSHIP AND ONGOING MAINTENANCE

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County") and the **CITY OF MARY ESTHER**, a municipality organized under the laws of the State of Florida (the "City") (collectively, the County and City will hereinafter be referred to as the "Parties").

WHEREAS, the Board of County Commissioners and the City Council agree that the acquisition and improvement of public waterfront property is a preeminent goal, the furtherance of which ensures the continued economic viability of the City and County with specific benefits to tourism and the general public; and

WHEREAS, in furtherance of this preeminent goal, the County and the City agree to work together to acquire and develop and/or redevelop a public waterfront property within the City's municipal limits located in Block A, Lot 6 of MacIntire Subdivision recorded in 1917 in Plat Book 1 Page 36, as shown and described in Exhibit "C", with surveys in Exhibit "A" (the "Property"); and

WHEREAS, the Parties agree to fund equal portions of the purchase and redevelopment of the Property into a usable tourism asset/public property (the "Project"); and

WHEREAS, the County and all nine (9) municipalities located within the County entered into an Interlocal Agreement, dated September 8, 2021, to allocate 12.5% of the first five (5) pennies of Tourism Development Tax ("TDT") Funding received for statutorily allowable tourism uses by the cities, of which 5% is allocated through a separate interlocal agreement amongst just the municipalities for use by the City of Mary Esther (the "City's TDT Allocation"); and

WHEREAS, the full costs of the Project from purchase to usable park property includes, but is not limited to, the costs for purchase, demolition, design, permitting, and construction and are estimated to cost \$3,000,000, with an estimated total budget shown in Exhibit "B"; and

WHEREAS, the County's portion of the funding and most if not all of the City's portion of the funding will be funded with TDT Funds with the specific purpose and intent of promoting tourism by increasing public waterfront access; and

WHEREAS, this Agreement is intended to formalize the Parties' responsibilities and describe how the Project will proceed forward.

**CONTRACT #: C23-3371-BCC
CITY OF MARY ESTHER
PUBLIC WATERFRONT PARK PROJECT
EXPIRATION: INDEFINITE**

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County and the City agree as follows:

SECTION 1. AUTHORITY. This Agreement is entered into pursuant to the provisions of Chapter 163.01, Florida Statutes, and other applicable provisions of law.

SECTION 2. RECITALS. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

SECTION 3. PARTIES. The parties to this Agreement are the County and the City.

SECTION 4. DETAILS OF THE PROJECT. The Project shall consist of the acquisition, demolition, design, and improvement of the Property, which is more particularly described in the attached Exhibit "A", with the cost estimated in Exhibit "B".

SECTION 5. FUNDING/COMMITMENTS FOR THE PROJECT.

- A. Estimated Contributions. The Parties agree to fund the complete costs of the Project as shown in Exhibit "B" equally. Additional costs above the amounts budgeted in Exhibit "B" shall continue to be split equally between the Parties. In the event the Project exceeds the estimated budget, funds may be advanced by the County and repayment by the City may be funded from its future TDT allocation.
- B. Alternation of the current City 2024 TDT funding plan. The County hereby agrees to authorize the modification of the City's funding reserve and 2024 funding plan to entirely apply towards this Project.
- C. Financing. The City may initially fund its portion of the Project costs utilizing General Fund, General Fund reserves or any other financing options and subsequently repay/replenish such fund(s) utilizing the City's TDT Allocation. The City shall provide the County with sufficient documentation approved by the County Attorney and adopted by the City Council to pledge future TDT Allocations for the repayment of funding advanced for this Project.

SECTION 6. PROPERTY CLOSING.

- A. Timing. Closing of the Property shall occur as soon as reasonably practicable. The Parties shall schedule the closing to occur on a mutually agreed upon date.

- B. Funding Warranty. The Parties warrant and agree that each shall have the ability to fund the closing on the date the closing is scheduled to occur.
- C. Title Policy. The County shall obtain an owner's title commitment with the City being the named insured as to the Property in an amount equal to the purchase price. The title commitment shall ensure marketable title as to the Property being acquired. The City shall be provided the title commitment for review in advance and upon review shall provide any objections to the title exceptions.

SECTION 7. OWNERSHIP OF THE PROPERTY.

- A. Fee Simple Title. Upon closing, the City shall own fee simple title to the Property.
- B. Covenants. The City shall execute and record all documentation necessary to ensure that the Property is subject to a perpetual covenant running with the land requiring that the Property be used only for public recreation and tourism purposes. Such documentation shall be reviewed and approved by the County prior to execution and recording by the City. In addition to traditional recreational and tourism purposes, such covenant uses may include, but shall not be limited to: parking, restrooms, changing rooms/showers, recreational/food vendors, tourism outreach booth, lifeguard stand, maintenance access/storage. Modification or removal of the covenants shall require mutual consent of the Parties in writing.
- C. Future Sale, Lease, or Encumbrance of the Property. The City shall not sell, lease, or encumber the Property in any manner absent the written consent of the County. The intent of the Parties is to utilize the Property for public recreational purposes. Should the City permit the Property to be used in a manner inconsistent with the Parties' intent, the City shall transfer to the County fee interest in the real estate acquired hereunder sufficient to ensure that the Property is used in a manner consistent with public recreational purposes. If the Parties should in the future agree to sell the Property, the proportionate amount of funding expended to acquire, demolish, design/permit and construct the waterfront public park shall first be returned to the Tourism Development District fund at the County. Any remaining proceeds thereafter shall be split equally between the Parties.

SECTION 8. DEVELOPMENT AND IMPROVEMENT OF THE PROPERTY.

- A. Intent. The Parties intend that the development of the Property shall be limited to uses by the general public for general recreational purposes as typically seen at waterfront parks (the "Waterfront Public Park"). The overall goal of the Project shall be to increase the amount of public waterfront property available for use by tourists and the general public and the Waterfront Public Park shall be designed, developed, and maintained in accordance with this overall goal. This Agreement shall be construed in a manner that reflects this overall intent.

B. Development of the Waterfront Public Park.

1. **Collaborative Process.** The Parties intend to work collaboratively through all phases of development of the Waterfront Public Park to develop a waterfront public park that is consistent with this intent.
2. **Comprehensive Plan and Land Development Code.** Development of the Waterfront Public Park shall be subject to applicable provisions of the City's Comprehensive Plan and Land Development Code. Prior to, but contingent upon acquisition, or upon acquisition, if not already compliant with the City's Comprehensive Plan and Land Development Code (specifically zoning and any special use approvals) the City agrees to diligently submit and utilize best efforts to pursue such proposed changes to bring such intended use into compliance with the City's Comprehensive Plan and Land Development Code. This shall be completed with all haste to prevent any delay in the redevelopment of the Property. If not completed within 12 months of closing the City shall reimburse the County for any funds expended to date.
3. **General Design Concept of the Waterfront Public Park.** The Parties shall immediately begin to work together in designing and implementing a cohesive and functional plan and development of the Waterfront Public Park that is consistent with and furthers the overall intent of the Project. The design shall include basic amenities typically seen at waterfront parks generally, including but not limited to: parking, restrooms changing rooms/showers, stormwater detention, sidewalks, landscaping, docks/boardwalks, pavilions, fishing pier, canoe/kayak/paddleboard launch and similar uses. Final design of the Waterfront Public Park shall be subject to the approval of both the Board of County Commissioners and the City Council at duly noticed public meeting(s).
4. **Demolition.** The existing structures on the Property do not further the overall intent of the Project. Therefore, the County shall procure a qualified and duly licensed contractor to relocate and/or demolish the existing structures. Such procurement may be in advance of any new construction or in conjunction with any new construction procurement.
5. **Pre-demolition Sale.** If feasible, the County may elect to relocate the structures and/or conduct a pre-demolition sale of any salvageable items and fixtures located on the Property prior to demolition. If such a sale is conducted, the Parties shall be entitled to distributions of any net proceeds from said pre-demolition sale equally.
6. **Design, Engineering, and Permitting of the Waterfront Public Park.** The County shall procure duly qualified and licensed engineers, design professionals from its

existing professionally procured library, in consultation with the City, that it deems to be reasonably necessary to design, engineer, construct, and develop the Waterfront Public Park. Any surveying services may be issued after execution of this Agreement. Alternatively, both the engineering and survey services may be performed by county employees, provided they can be done at a lesser expense. The process to secure professional permitting for design, engineering and permitting services may begin immediately after the execution of this Agreement.

7. Construction of the Waterfront Public Park. The County shall oversee the procurement of contractors and the construction of the Waterfront Public Park. The City shall permit the site plan per the City code and shall work expeditiously with the County on those processes, to include any variances that may be necessary. The City authorizes the County to utilize its building department for building permits and inspection for state building code compliance. The goal of the Parties is for construction to commence as soon as reasonably possible, however depending on the length of the outside permitting processes it may be desirable for the Parties to construct the park in multiple phases.
8. Time is of the Essence/Primary Point of Contact. The Parties agree to utilize best efforts to timely bring the Waterfront Public Park into public service/use as quickly as possible, but still in a fiscally responsible manner. As such the Parties shall each appoint a lead staff person from each agency to spearhead their agency's responsibilities. Such person shall facilitate all aspects of the project to include, but not be limited to: obtaining all required approvals, payments, legal sign off, signatures, permits – to include fast-tracking all City signage, building, land development code permits and all outside agency permits. The County Appointee shall be the County Public Works Director. The City Appointee shall be the City Manager. The lead staff person of either agency may be changed upon written notice to the other agency.
9. Rights and Obligations of the Parties in the Procurement Processes. Following acquisition of the Property, as part of the procurement processes, the Party handling a specific service or purchase procurement shall make all such procurement documents available to the other Party for review. The reviewing Party shall be permitted to inspect the documents at least seven (7) days prior to issuance and provide input as to their contents. The City and County shall work in good faith in the drafting of the documents and all such documents shall be designed to further the Project's overall intent. The County in consultation with the City, shall be responsible for selecting professional firms that are capable of furthering the development of the Waterfront Public Park. For the Construction procurement(s) both Parties shall have at least one individual on the procurement committee.

SECTION 9. MAINTENANCE AND OPERATION.

- a. General Maintenance. After the completion of the development, the City shall be responsible for the general maintenance of the Waterfront Public Park and ensure that they are kept in a condition permitting the general public to access and enjoy the Waterfront Public Park.
- b. Tourist Development Taxes. The Parties recognize that Tourist Development Taxes may or may not be potentially available to fund maintenance of the Waterfront Public Park. The City shall be permitted to utilize its allocated funding, as a valid tourism expenditure, for the Project and maintenance thereof as part of the countywide Interlocal Agreement.
- c. Parking/Entry Fees or Permits. Because funding is primarily coming from Tourism Development Taxes, parking fees and park entry fees or parking permits shall not be permitted at the park, unless otherwise agreed to in writing by the Parties. If approved, the same parking/entry fees shall equally apply to all users. Unless otherwise agreed to by the County in writing, these parking/entry fees, if collected, must be segregated into a dedicated fund(s) for this specific park, to be used exclusively to maintain or otherwise improve the Waterfront Public Park.
- d. Park Vending. If agreed to by the Parties in writing, minor recreation and food/drink vending, such as a food truck/cart and recreational vending such as paddleboards, kayaks, etc., may be permitted.
- e. Operation. The City shall operate the Waterfront Public Park and enforce all applicable laws, including City ordinances, rules, and regulations. The City shall enforce these laws, ordinances, rules, and regulations through its Code Enforcement Department and other available legal means. The City may use its short duration, special event permits for events such as weddings, temporary gatherings, trash pickups and other typically permitted activities as normally seen at public parks and such permits shall not be considered encumbrances on the Property. A temporary or permanent tourism information booth shall be permitted upon the Waterfront Public Park.
- f. Revenue Generation. If any revenues are generated from the Waterfront Public Park, unless otherwise approved in writing by the Parties, they must be segregated in dedicated fund(s) for the park, to be used exclusively to maintain or otherwise improve this Waterfront Public Park.
- g. Signage/Information. The Waterfront Public Park design shall incorporate a permanently posted sign designating the Waterfront Public Park, which shall state that it was funded through a partnership between the County and the City. The County shall review and approve the sign before it is posted. Additionally, the City agrees to work with the County to allow tourism related signage for wayfinding, a rack/container for materials or an electronic kiosk, and website or social media promotion.

SECTION 10. TERM. This Agreement shall take effect on the last date of adoption by the respective governing bodies and the warranties and covenants described herein shall continue in perpetuity.

SECTION 11. RECORDS AND REPORTING.

- A. The Parties agree to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the County in connection with the Project.
- B. The Parties agree to maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect the receipt, processing and payment of amounts in connection with the Project.
- C. Neither the City nor the County shall assume any responsibility for the other entity's failure to respond, timely, or at all, to a public records request. A request upon one entity, shall not be deemed to be a request on the other entity.
- D. The Parties agree to include, in all contracts for services related to the Project, the public records statement as required under section 119.0701, Florida Statutes.

SECTION 12. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 13. AMENDMENTS. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City Council and the Board of County Commissioners, and jointly executed by the parties hereto. This Agreement shall be enforced and be binding upon, and inure to the benefits of, the Parties hereto and their respective survivors and assigns, if any. This Agreement shall not be assigned without the permission of the other party.

SECTION 14. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. This mediation shall be in lieu of the requirements of the "Florida Governmental Conflict Resolution Act." The mediator shall be mutually agreed upon by the Parties and the cost of mediation shall be borne

equally between the Parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 15. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY EITHER PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN THE PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

SECTION 16. ATTORNEY'S FEES AND COSTS. If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation, including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

SECTION 17. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 18. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

SECTION 19. NOTICE. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the County as follows:

Okaloosa County
Attn: County Administrator
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the City as follows:

City of Mary Esther
Attn: City Manager
195 Christobal Road N
Mary Esther, FL 32569

SECTION 20. NO MEMBER LIABILITY. Neither the members of the governing body of the County, the City, nor anyone executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the County, the City or any executing authority of the County or the City for any act pertaining thereto.

SECTION 21. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the County or City's rights and

immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 22. INSURANCE, LIABILITY AND INDEMNIFICATION.

- A. Each party agrees to be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of their respective officers, employees, representatives, and agents.
- B. Any contractor or consultant engaged by the City or County for work on the Project shall be required to protect, defend, indemnify and hold both the City and County harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of the Project and arising from said contractor's operations or as a proximate result of the acts or omissions of the contractor or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by a governmental entity for a violation of conditions of the permit and authorization related to their actions or failure to act in carrying out their contractual duties. The City and County shall require the provisions of this section to be included in all contracts between the City and County and its contractors and consultants for work or services to occur on the Project.

SECTION 23. CONSTRUCTION. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

SECTION 24. NO THIRD PARTY BENEFICERIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

SECTION 25. FILING. The County and the City are hereby authorized and directed after approval, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida, for recording in the public records of Okaloosa County, Florida as provided in Section 163.01 (11), Florida Statutes.

SECTION 26. WAIVER. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year last written below.

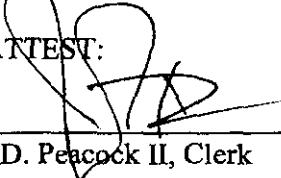
////////////////// Signature Pages Follow //////////////////

OKALOOSA COUNTY, FLORIDA

By: 
Robert A. "Trey" Goodwin, III, Chairman



Date: 15 August 2023

ATTEST: 
J.D. Peacock II, Clerk



APPROVED AS TO FORM:


Lynn M. Hoshihara, County Attorney

CITY OF MARY ESTHER, FLORIDA

By: 
Chris Stein, Mayor

Date: 7 August 2023

ATTEST:


Valerie Broxson, City Clerk

APPROVED AS TO FORM:

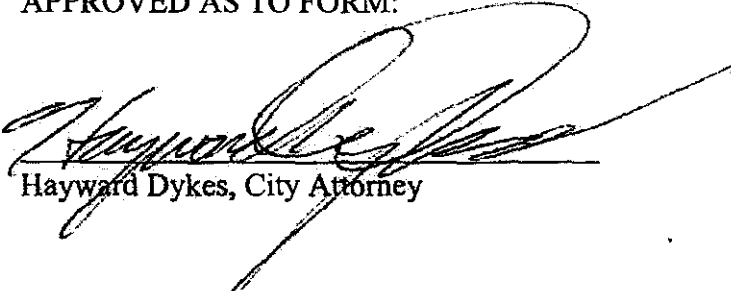

Hayward Dykes, City Attorney

EXHIBIT "A" - Property Surveys



Douglas A. Vanden Heuvel & Associates, Inc.
Professional Surveying & Mapping L.B. No. 7299

11 Racetrack Road NE., Suite D-3, Fort Walton Beach, Florida 32547
 Voice: (850) 315-5008

TYPE OF SURVEY: BOUNDARY

ORLANDO PARKWAY (P) E. MIRACLE STRIP PKWY, STATE
 ROAD 30, U.S. HWY 98 (F)
 (100' R/W)

DRAWN BY: SHV
 CHECKED BY: DAV
 SCALE: 1"=30'

LEGAL DESCRIPTION: (AS FURNISHED)

THAT PORTION OF LOT 5 IN BLOCK A, OF NINETEENTH
 SUBDIVISION OF WARE STORES, OKALOOSA COUNTY,
 FLORIDA, LYING NORTH OF THE ABOVE LOT, FRONTING
 TO HIGHWAY 98 AND WEST, CAPTURED BY CROSS
 ROAD IS DESCRIBED IN OUR BOOK 442 AT PAGE 417
 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY,
 FLORIDA.

GENERAL SURVEY REPORT:

SURVEY REQUESTED BY: TARA BURNETT-WALKER A.
 WOLLETTE, P.A.

SURVEY FOR: ROBERT AND JULIE SWITLY
 ADDRESS: NOT FIELD VERIFIED - VACANT LOT

THE BEARINGS AND DISTANCES AS SHOWN HEREON ARE ASSUMED AND
 INTERPRETED TO THE EAST LINE OF THE PARCEL
 SURVEYED AS BEING A CORNER OF E.

THIS PARCEL LIES IN FLOOD ZONE A, (NO MINIMUM
 FLOOD ELEVATION REQUIRED), AND IS (10' MINIMUM
 FLOOD ELEVATION REQUIRED), AS DETERMINED BY SCALE
 FROM A DENTAL MARK OF FEMA FLOOD INSURANCE RATE
 MAP COMMUNITY NUMBER 120321, MAP NUMBER
 120120011A, DATED MARCH 8, 2001.

NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED
 BY THE UNDERSIGNED.

NO DEDICATION HAS BEEN DETERMINED BY DOUGLAS A.
 VANDEN HEUVEL & ASSOCIATES, INC.

THE SIGNATURE & SEAL OF THE UNDERSIGNED SURVEYOR
 IS CONFINED TO THE COMPLETION OF THE SURVEY AS
 OF THE SURVEY DATE SHOWN.

VISIBLE ENCROACHMENTS, POSSIBLE VISIBLE
 ENCROACHMENTS, AND/OR APPARENT USES ARE AS
 SHOWN, CONCRETE DRIVE.

THERE MAY BE ADDITIONAL PORTS-OF-WAY, EASEMENTS,
 BUILDING RESTRICTIONS, OR OTHER RESTRICTIONS OF RECORD
 THAT ARE NOT SHOWN. THIS SURVEYOR HAS NOT BEEN
 FURNISHED A TITLE OPINION, THEREFORE, NO
 GUARANTEE IS GIVEN THAT ALL RESTRICTIONS OF
 RECORD ARE SHOWN. ALSO, NO GUARANTEE IS GIVEN
 THAT CREEP, CRACKS, AND UNDERGROUND IMPROVEMENTS
 OR ENCROACHMENTS DO NOT EXIST.

THIS SURVEY IS CERTIFIED TO:

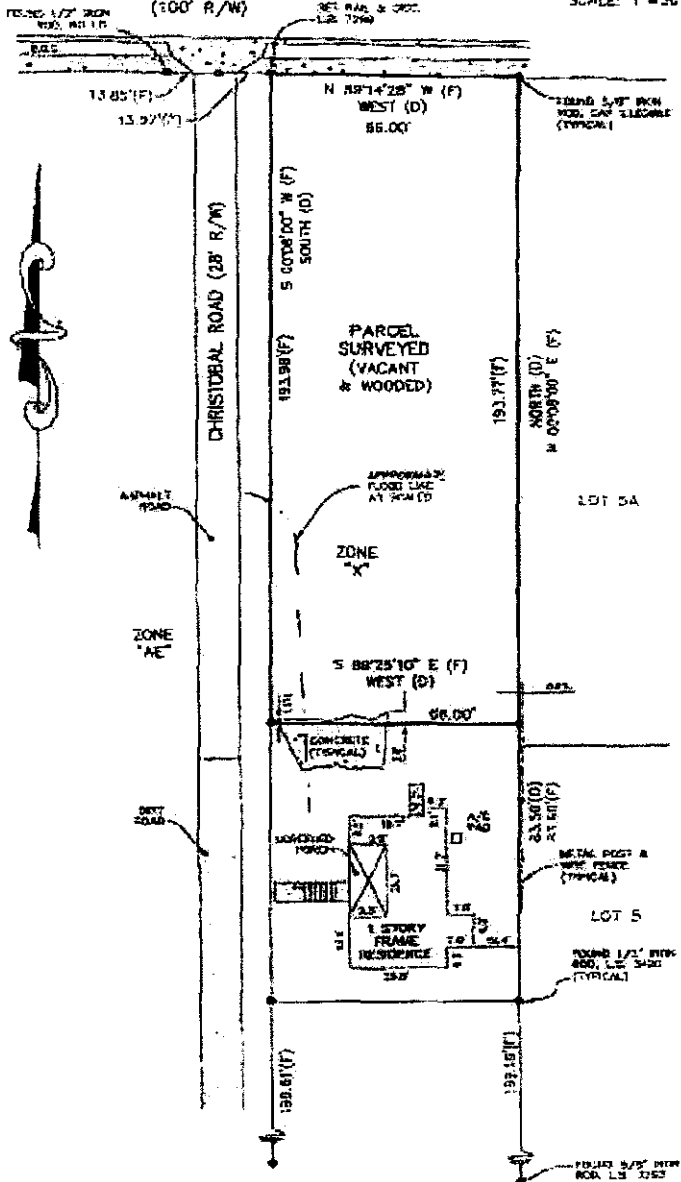
MARK A. WOLLETTE, P.A.
 FIRST AMERICAN TITLE INSURANCE
 COMPANY
 10101 W. BANK
 ROBERT AND JULIE SWITLY

NOTE:

ALL BEARINGS AND DISTANCES AS
 SHOWN HEREON ARE FOR THE RECORD
 PLAT OF BOUNDARY LEGAL DESCRIPTION
 UNLESS OTHERWISE NOTED.

LEGEND

- (P) DENOTES INFORMATION ACCORDING TO THE
 PLAT OF BOUNDARY LEGAL DESCRIPTION
- (L) DENOTES INFORMATION ACCORDING TO THE
 FURNISHED LEGAL DESCRIPTION
- (C) DENOTES INFORMATION CALCULATED FROM THE
 RECORD PLAT
- (F) DENOTES INFORMATION ACCORDING TO
 FIELD MEASUREMENTS
- Δ DENOTES DELTA ANGLE
- DENOTES RADIUS OR RADIUS
 CENTER AND CENTER
- B.S.L. DENOTES BUILDING SETBACK LINE
- OK DENOTES CORNER DISTANCE
- CB DENOTES CORNER BEARING
- W.M. DENOTES POINT OF BEGINNING
- H.T. DENOTES POINT OF INTERSECTION
- P.C. DENOTES POINT OF CURVATURE BEGINNING
- P.T.C. DENOTES POINT OF CURVATURE ENDING
- C.O.C. DENOTES POINT OF CURVATURE CENTER
- P.O.B. DENOTES POINT OF BEGINNING
- E.O.C. DENOTES POINT OF ENDING
- E.O.P. DENOTES POINT OF ENDING
- S.M. DENOTES SURVEY MARK
- N.M. DENOTES NORTH MARK
- P.M. DENOTES POINT-OF-ANGLE
- DENOTES CENTERLINE
- L.S. DENOTES LAND SURVEYOR
- L.B. DENOTES LAND SURVEYING BUSINESS
- P.M. DENOTES PERMANENT REFERENCE MONUMENT
- C.P. DENOTES PERMANENT CONTROL POINT
- - - DENOTES NOT TO SCALE



SURVEYOR'S CERTIFICATE
 I, DOUGLAS A. VANDEN HEUVEL, SURVEYOR, AND MAPPING OF THE STATE OF
 FLORIDA, DO HEREBY CERTIFY THAT THE SURVEY AS SHOWN HEREON
 IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE AND
 BELIEF, AND IN MY PROFESSIONAL OPINION MEETS THE REQUIREMENTS
 OF THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND
 MAPPING IN THE STATE OF FLORIDA AS STATED IN CHAPTER 20-17,
 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472, FLORIDA
 STATUTES.
 DOUGLAS A. VANDEN HEUVEL, P.L.S. FLORIDA REGISTRATION NO. 1282
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB 7299

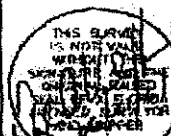


EXHIBIT "B" – Project Budget/Estimated Costs

Christobal Tourism Waterfront Property Project	
Project Activity	Total (100%)
Acquisition includes misc. closing costs	\$1,350,000
Demolition	\$75,000
Design and Permitting	\$200,000
Park Development	\$1,250,000
Contingency	<u>\$125,000</u>
Estimate Total Project Costs from Acquisition to Operation	\$3,000,000
SPLIT 50% EACH CITY AND COUNTY	

**EXHIBIT "C" – Property
Block A, Lot 6, 1917 MacIntire Subdivision Plat
Plat Book 1 Page 36**

