EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>8/28/2009</u>	
Contract/Lease Control #: L	09-0355-PW
Bid #: <u>N/A</u>	Contract/Lease Type: AGREEMENT
Award To/Lessee: OKALO	OOSA COUNTY
Lessor/Owner: THE NATUR	E CONSERVANCY
Effective Date: 6/14/2009	Cost: <u>N/A</u>
Expiration Date: 6/14/2014 05	-6/5/2014
	e: GUEST LAKE & BOAT RAMP, BLACKWATER 1.68 ACRES
Department Manager: <u>PW</u>	_
Department Monitor: SLATE	<u>ERPRYCE</u>
Monitor's Telephone #:	<u>689-5770</u>
Monitor's FAX #:	<u>689-5715</u>
Date Closed:	

Cc: Finance Dept Contracts & Grants Division

Coordination Complete!

No Changes. EXHIBIT D

CONTRACT & LEAR

RECEIVED APR 2 2 2009

Taxal 5/1/09 CONTRACT & LEASE INTERNAL COORDINATION SHEET Contract/Lease Number: L82-0012-PW Tracking Number: 58-09 Contractor/Lessee Name: Champion International Purpose: Establish a new lease with the new owners; The Nature Conservancy 1. GREATER THAN \$50,000 Date/Term: 5 years 2. GREATER THAN \$25,001 Amount: 3. 3 \$25,000 OR LESS Department: Public Works Dept. Monitor Name: D. Slaterpryce **Purchasing Review** Procurement requirements and met: Date: 4/21/09 Coptracts & Lease Coordinator Risk Management Review Approved as written: Date: 4/22/09 **Rigk Management Director** County Attorney Review County Attorney Following Okaloosa County approval: Contract & Grant Document has been received: Date: 8-28-09 Contracts & Grants Manager

LEASE # L09-0355-PW
THE NATURE CONSERVANCY
GUEST LAKE & BOAT RAMP, BLACKWATER
1.68 ACRES
EXPIRES: 6/14/2014

Okaloosa County Board of Commissioners

LEASE AGREEMENT

PURPOSE: LESSEE shall manage the Leased Premises solely for the

purpose of conservation and protection of natural and historical resources and for resource based public outdoor recreation which is compatible with the conservation and protection of public lands, as set forth in subsection 259.032(11), Florida Statutes, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 7 of this Lease.

- 5. INTENTIONALLY OMITTED.
- 6. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the Leased Premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.
- 7. MANAGEMENT PLAN: If this Lease is assigned to the Florida Department of Agriculture and Consumer Services Division of Forestry the lease shall conform to The Blackwater River State Forest Management Plan, as amended from time to time (the Management Plan). Except for improvements to the Leased Premises existing at the date of this Lease, the Leased Premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the Leased Premises, without the prior written approval of the LESSOR. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the Leased Premises. Any financial commitments made by LESSEE that are not in compliance with the terms of this Lease shall be done at LESSEE'S own risk. LESSEE shall not use or alter the Leased Premises except as provided for in the Management Plan without the advance written approval of the LESSOR The introduction of exotic species is prohibited, except when specifically authorized by the Management Plan.
- 8. <u>ASSIGNMENT:</u> This Lease shall not be assigned in whole or in part by LESSEE without the prior written consent of the LESSOR. Any assignment by LESSEE made either in whole or in part without the prior written consent of the LESSOR shall be void and without legal effect.
- 9. <u>RIGHT OF INSPECTION:</u> The LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the Leased Premises and the works and operations of LESSEE in any matter pertaining to this Lease.
- 10. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures

and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the Leased Premises by LESSEE which do not become a permanent part of the Leased Premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this Lease.

- 11. <u>INSURANCE REQUIREMENTS:</u> LESSEE is self-insured and shall be financially responsible for any loss due to failure to obtain insurance coverage for any improvements or structures located on the Leased Premises. LESSEE'S failure to maintain self-insurance shall constitute a breach of this Lease.
- 12. <u>LIABILITY:</u> 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.
- 13. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the Leased Premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialmen's liens which may be hereafter lawfully assessed and levied against the Leased Premises.
- 14. <u>SIGNS:</u> LESSEE shall insure that the Leased Premises are identified as being publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising and shall erect signs identifying the facility as being open to the public. If federal grants or funds are used by LESSEE for any project on the Leased Premises LESSEE shall erect signs identifying the Leased Premises as a federally assisted project. All sign criteria, to include layout, design, and location, shall require the written approval of the LESSOR prior to posting on the Leased Premises.
- 15. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the

covenants, terms and conditions of this Lease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

- 16. <u>TIME:</u> Time is expressly declared to be of the essence of this Lease.
- 17. <u>NON-DISCRIMINATION:</u> 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 Leased Premises or upon lands adjacent to and used as an adjunct of the Leased Premises.
- 18. <u>UTILITY FEES:</u> LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the Leased Premises and for having all utilities turned off when the Leased Premises are surrendered.
- 19. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this Lease and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an independent audit by a Certified Public Accountant. This right shall be continuous until this Lease expires or is terminated. This Lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this Lease, pursuant to the provisions of Chapter 119, Florida Statutes.
- 20. MINERAL RIGHTS: This Lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same.
- 21. <u>WATER RIGHTS:</u> This Lease does not cover municipal water well production and does not give the right to LESSEE to drill for or develop the same.
- 22. <u>CONDITION OF PROPERTY:</u> LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the Leased Premises or the suitability of the Leased Premises for any improvements. The Leased Premises herein are Leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for planning, bidding, contracting, permitting, restoration, construction, and the use, care, repair, maintenance or improvement of the Leased Premises for the

benefit of LESSEE.

23. NOTICES: All notices given under this Lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR:

The Nature Conservancy

222 S. Westmonte Drive, Suite300

Altamonte Springs, FL 32714 Attn: Legal Department

LESSEE:

ATTN: JAMES PUCKETT

Okaloosa County Board of County Commissioners

1759 Ferdon Boulevard Crestview, Fl 32536

- 24. BREACH OF COVENANTS TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this Lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this Lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the Leased Premises and attorneys' fees, or Lessor may maintain this Lease in full force and effect and exercise all rights and remedies conferred upon LESSOR herein.
- 25. <u>DAMAGE TO THE LEASED PREMISES</u>: (a) LESSEE shall not commit, or suffer to committed, in, on, or upon the Leased Premises or as affecting said Leased Premises or adjacent properties, any act which may result in damage or depreciation of value to the Leased Premises or adjacent properties, or any part thereof.
- (b) LESSEE shall not generate, store, produce, place, treat, release, or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the Leased Premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this Lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental

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

26. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Lands' standards prior to termination of

- this Lease, and if necessary a Phase II environmental site assessment. SURRENDER OF LEASED PREMISES: Upon the termination or expiration of this Lease, LESSEE shall surrender the Leased Premises to LESSOR. In the event no further use of the Leased Premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the Leased Premises. Notification shall include a legal description, this Lease number and an explanation of the release. The release shall only be valid if approved by LESSOR through execution of a release of lease instrument with the same formality as this Lease. Upon release of all or any part of the Leased Premises or upon termination or expiration of this Lease, all improvements, including both physical structures and modifications to the Leased Premises, shall become the property of the TRUSTEES and LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination of this Lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the Leased Premises LESSOR shall perform an on-site inspection and the keys to any building on the Leased Premises shall be turned over to LESSOR. If the Leased Premises and improvements located thereon do not meet all conditions as set forth in paragraphs 18 and 36 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.
- 27. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable
 Best Management Practices for all activities conducted under this Lease
 in compliance with paragraph 18-2.018(2)(h), Florida Administrative
 Code, which have been selected, developed, or approved by LESSOR,
 LESSEE or other land managing agencies for the protection and
 enhancement of the Leased Premises.
- 28. PUBLIC LANDS ARTHROPOD CONTROL PLAN: LESSEE shall identify and subsequently designate to the respective arthropod control district or districts within one year of the effective date of this Lease, all of the environmentally sensitive and biologically highly productive lands contained within the Leased Premises, in accordance with Section 388.4111, Florida Statutes and Chapter 5E-13, Florida Administrative Code, for the purpose of obtaining a public lands arthropod control

plan for such lands.

- 29. <u>SOVEREIGNTY SUBMERGED LANDS</u>: This Lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the air space thereabove.
- 30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the Leased Premises including, but not limited to, mortgages or construction liens against the Leased Premises or against any interest of the LESSOR therein.
- 31. <u>CONDITIONS AND COVENANTS:</u> All of the provisions of this Lease shall be deemed covenants running with the land included in the Leased Premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.
- 32. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this Lease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 33. ENTIRE UNDERSTANDING: This Lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and LESSOR.
- 34. <u>EASEMENTS:</u> The granting of any easements by LESSEE including, but not limited to, utility easements, are expressly prohibited without the prior written approval of the LESSOR. Any easement not approved in writing by the LESSOR shall be void and without legal effect.
- 35. <u>LEASES:</u> This Lease is for the purposes specified herein and other leases of any nature are prohibited, without the prior written approval of the LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.
- 36. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the Leased Premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, maintaining the planned improvements as set forth in the Management Plan, keeping the Leased Premises free of trash or litter, meeting all building and safety codes in the location

situated and maintaining any and all existing roads, canals, ditches, culverts, risers, and the like in as good condition as the same may be on the effective date of this Lease; provided, however, that any removal, closure, etc., of the above improvements shall be acceptable when the proposed activity is consistent with the goals of conservation, protection, and enhancement of the natural and historical resources within the Leased Premises and with the Management Plan.

- 37. <u>COMPLIANCE WITH LAWS:</u> LESSEE agrees that this Lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.
- 38. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this Lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. Any management plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the Leased Premises.
- 39. GOVERNING LAW: This Lease shall be governed by and interpreted according to the laws of the State of Florida.
- 40. <u>SECTION CAPTIONS:</u> Articles, subsections and other captions contained in this Lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Lease or any provisions thereof.
- 41. <u>ADMINISTRATIVE FEE:</u> If this Lease is assigned to the Florida Department of Agriculture and Consumer Services Division of Forestry then from and after the date of such assignment LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.021(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of such assignment of this Lease Agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this Lease, the fiscal year shall be the

period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

42. SPECIAL CONDITIONS: The following special condition shall apply to this Lease.

- LESSOR shall continue to be able to manage forest resources on the Leased Premises including use of prescribed burning, provided that, upon consultation with LESSEE, such resource management is determined to not interfere with resource based public outdoor recreational use.
- During periods of hazardous conditions, the LESSEE shall close the Leased Premises to public use at the request of the LESSOR.

THE REST OF THIS PAGE IS INTIONALLY LEFT BLANK

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

"LESSOR"

THE NATURE CONSERVANCY

	By: Subleme D. Skinner Name: KAtherine D. Skinner Title: Vice President Legal: 2PA 7/16/09
Richard G. Studenmund	
Print/Type Witness Name	
ful w of	
Witness	
From W. AMMAND	
Print/Type Witness Name	
STATE OF FLORIDA North Carolino COUNTY OF <u>Durham</u>	
The foregoing instrument was a	cknowledged before me this 21^{27}
day of JUU 2007, by fair	enineD. Skinneras Vice President
	o is personally known to me or who
of The Nature Conservancy, who	ennell Drinngras Vice President
of The Nature Conservancy, who producedas	o is personally known to me or who identification:
of The Nature Conservancy, who producedas October 1. Surface North N	o is personally known to me or who identification:
of The Nature Conservancy, who producedas	o is personally known to me or who identification: The Carolina
of The Nature Conservancy, who producedas October 1. Surface North N	o is personally known to me or who identification: The Carolina
of The Nature Conservancy, who produced as Auford Notary Public, State of Florida Nor Jodie A. LaPoint Print/Type Notary Name Commission Number:	o is personally known to me or who identification: The Carolina
of The Nature Conservancy, who produced as Auford Notary Public, State of Florida Nor Jodie A. LaPoint Print/Type Notary Name	o is personally known to me or who identification: The Carolina
of The Nature Conservancy, who produced as Auford Notary Public, State of Florida Nor Jodie A. LaPoint Print/Type Notary Name Commission Number:	o is personally known to me or who identification: The Carolina
of The Nature Conservancy, who produced as Auford Notary Public, State of Florida Nor Jodie A. LaPoint Print/Type Notary Name Commission Number:	th Carolina

"LESSEE"

OKALOOSA COUNTY, FLORIDA

By its Board of County

Commissioners

	By: William SEAL SEAL SEAL
Witness	
· · · · · · · · · · · · · · · · · · ·	William J. Roberts, III
Print/Type Witness Name	Print/Type Name
	Title: Chairman
Witness	BCC approval: May 19, 2009
	(OFFICIAL SEAL)
Print/Type Witness Name	
Attest: Sam J. Stanford	Fold Concession of the second
Print/Type Name	County
Finance Director	
Title:	
STATE OF FLORIDA	
COUNTY OF OKALOOSA	
The foregoing instru	ment was acknowledged before me this 5/12
day of <u>line</u> , 2009 ,	
(), 6	as Finer OFF. cer and
	, respectively, on behalf of the Board of
County Commissioners of Oka	aloosa County, Florida. They are personally
known to me!	ason
Notary Public, State of Flo	orida
<u> </u>	MARY L CARSON
Print/Type Notary Name	Notary Public - State of Florida My Commission Expires Dec 6, 2011
Commission Number:	Commission # DD 740144
Commission Expires:	Bonded Through National Notary Assn.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

This site is located on the Blackwater River State Forest in Okaloosa County, Florida and is further described as.....

DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 20, TOWNSHIP 2 NORTH, RANGE 25 WEST, OKALOOSA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 2 OF SAID SECTION 20, THENCE S02'48'03"E, 263.69 FEET; THENCE N87'44'17"W, 340.04 FEET; THENCE S02'47'21"W, 119.11 FEET, TO THE POINT OF BEGINNING; THENCE S87'44'17"E, 286.92 FEET; THENCE S02'47'21"W, 169.64 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF THE YELLOW RIVER; THENCE SOUTHWESTERLY, ALONG SAID ORDINARY HIGH WATER LINE, 175 FEET, MORE OR LESS, A CHORD BEARING AND DISTANCE OF \$51'42'44"W, 171.11 FEET; THENCE N87'44'17"W, 157.92 FEET; THENCE NO2'47'21"E, 280.89 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1,68 ACRES, MORE OR LESS.

NOTES:

- THE BEARINGS SHOWN HEREON ARE BASED ON THE STATE OF FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH FLORIDA ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1999, WITH THE EAST LINE OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 25 WEST BEARING NO2'31'43"E.
- THE IMPROVEMENTS SHOWN HEREON WERE TAKEN FROM A BOUNDARY SURVEY AS PREPARED BY GPI SOUTHEAST, INC. OF YELLOW RIVER RAVINES FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DATED APRIL 20, 2007, JOB #FOC-92371.01.
- THIS SKETCH OF DESCRIPTION HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND MAY NOT INDICATE CURRENT OWNERSHIP, ENCUMBRANCES, OR OTHER MATTERS OF RECORD,
- THIS DRAWING REPRESENTS A SKETCH OF DESCRIPTION AND DOES NOT REPRESENT A CURRENT OR COMPLETE BOUNDARY SURVEY BY THIS FIRM,
- COPIES OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.

GRAPHIC SCALE



SKETCH OF DESCRIPTION FOR FLORIDA DEPARTMENT OF **ENVIRONMENTAL PROTECTION**

GPI Southeast, Inc.

1414 S.W. MARTIN LUTHER KING AVE. OCALA, FLORIDA 34471, (352) 368-5055 (LICENSED BUSINESS # 7560)

SECTION 20, TOV	WNSHIP 02 NORTH, RANGE 25 WEST, OKALOOSA	COUNTY, FLORIDA
DRAWN BY: D.S.M.	DATE OF DRAWING: JULY 24, 2008	SCALE: 1" = 50'
CHECKED BY: C.M.M.	REVISIONS:	F.B./PG.: N/A
JOB#: FOC-0700039		FILE #: 3M/1379
COGO YRR.CRD		SHEET
DRAWING GLP-SOD.DWG		1 OF 1

EXHIBI

The Nature Conservancy of Florida 222 S. Westmonte Drive, Suite 300 Altamonte Springs, FL 32714

Tel (407) 682-3664 Fax (407) 682-3077 nature.org/florida

August 20, 2009

VIA FEDERAL EXPRESS DELIVERY

Mr. James Puckett Resources Project Manager, CPSI Okaloosa County 1759 S. Ferdon Blvd. Crestview, Florida 32526

Re:

Lease Agreement Between The Nature Conservancy and Okaloosa County

Blackwater River State Forest – 1.68 Acres

Dear Mr. Puckett:

Enclosed is a fully executed original of the referenced Lease Agreement for your records. We have retained an original for purposes of recording in the public records, which recording will be coordinated with The Nature Conservancy's transfer of this property to the Board of Trustees of the Internal Improvement Trust Fund.

Thank you for your assistance in this regard and please feel free to call with any questions.

Sincerely,

Senior Attorney

LPR/bjb

Enclosure

C: Callie DeHaven