



State of Florida

Board of County Commissioners

LEASE CONTROL FORM

DATE: 5/27/99

LEASE CONTROL #: L90-0038-RDI-3

STATUS: OPEN CLOSED DATE: _____

LEASE TYPE: EXPENDITURE

LESSEE: OKALOOSA COUNTY

LESSOR: CHAMPION INTERNATIONAL CORP

DESCRIPTION OF LEASE: PROPERTY SW 1/4 OF SW 1/2 SEC 3

TERM: INDEFINITE

COUNTY DEPT/POC: ROAD DEPT / JAMES PUCKETT

COUNTY CONTACT TELEPHONE #: 689-5772

COUNTY CONTACT FAX #: 689-5717

Reply To:

Courthouse
101 E. James Lee Blvd. Crestview, FL 32536
(850) 689-5030 FAX: 689-5059

1804 Lewis Turner Blvd. Suite 100
Fort Walton Beach, FL 32547
(850) 651-7105 FAX: 651-7142

#L38

LEASE CONTROL FORM

CHAMP-3

LESSEE: Board of County Commissioners
LESSOR: Champion International Corporation
Post Office Box 549
Jay, FL 32565
PROPERTY: SW 1/4 of SW 1/4 of Section 3, Township 2, North
To extract fill dirt for road maintenance.
TERM: January 1, 1990 until cancelled.
AMOUNT: \$ 1.00 Annually
REFERENCE: 6174-9001

DATE: 1/31/95
STATUS: Open
OPENED: 7/1/91
CLOSED:
VENDOR:

LESSOR CONTACT: Mr. J. D. Fulford, District Land Manager
(904) 675-4536
COUNTY CONTACT: Public Works Director

EXPENDITURE: 101-541-544610-3103 Rent/Leases - Land
BUDGET 1.00

- | | |
|---|-----|
| 1. A copy of the executed agreement is in the file. | Yes |
| 2. The budget for this agreement has been set up. | Yes |
| 3. Insurance policy requirements have been met. | N/A |
| 4. A hold harmless or indemnity provision protecting
Champion International Corp. is provided. | Yes |
| 5. Performance bond requirements have been met. | N/A |
| 6. Sixty (60) days notice of cancellation required. | Yes |

YEAR COVERED:	PAYMENT DATE	CHECK NO.
1992	1/ 9/92	123711
1993	6/23/94	18286
1994	6/23/94	18286
1995		
1996		
1997		

THE NEXT ANNUAL LEASE PAYMENT IS DUE ON: January 1, 1996.

CHAMPION INTERNATIONAL CORPORATION
Western Florida Region
Pensacola, Florida

MISCELLANEOUS LICENSE

STATE OF Florida

COUNTY OF Okaloosa

DISTRICT Blackwater

This AGREEMENT made and executed between CHAMPION INTERNATIONAL CORPORATION, hereinafter called "Champion" and Okaloosa County Board of County Commissioners, hereinafter called "Licensee",

WITNESSETH:

1. Champion does hereby grant unto the Licensee, a revocable license with respect to the following described property:

The SW 1/4 of SW 1/4, Section 3, Township 2 North, Range 25 West
Okaloosa County

for the following purposes:

To extract fill dirt for maintenance of county roads and in road construction at the rate of \$1.00 per cubic yard.

2. The initial term of this license shall commence as of and January 1, 1990 and expire on December 31, 1990 and shall be automatically renewed from calendar year to calendar year for a consideration of ONE DOLLAR (\$1.00) per annum, or other monetary considerations as shown below, unless either party shall give written notice to the other at least thirty days prior to December 31st of any year. During any period of extension of the primary term, provisions, conditions and limitations of this license shall be in full force and effect.

Other monetary considerations for renewal as follows:

N/A

3. Champion grants unto the Licensee the right to construct on the above described premises the following:

Construction of gates at pit entrance to control access

4. That the Licensee will save and hold Champion harmless from the payment of claims, demands or damages which may result to any parties by reason of the establishment, maintenance, operation or use of the above described premises for the purpose specified above, and the Licensee shall pay Champion all expenses that Champion may incur in adjusting, settling or defending any claims against it by reason thereof.

Licensee covenants and agrees that it will establish and maintain adequate safeguards for the protection of persons and property in connection with its use and will not use, permit or suffer said premises to be used for illegal or improper purpose or in such a manner as to constitute a public or private nuisance.

5. Licensee covenants and agrees:

- A. Not to transfer or assign this permit or license without the written consent of Champion.
- B. That Licensee will occupy and use the said lands for the purpose specified and control and manage such lands in such a manner that the value or use of the adjoining lands will not be adversely affected.
- C. That Licensee will not do or suffer any act to be done which will damage or injure the land above described, or the adjoining lands and the timber thereon.
- D. That the premises will be maintained in a clean and sanitary condition and all laws, rules or regulations of the State, County or State Board of Health will be adhered to.
- E. That Licensee will not construct buildings or other improvements on the land other than that first written, without written approval from Champion and will remove any buildings or improvements within ninety (90) days after the expiration of this license; failing which all right, title and interest with respect thereof shall vest in Champion and Champion shall have the right to occupy, use, remove or demolish the same in its sole discretion and without accounting to the said Licensee.
- F. Champion reserves the right of ingress and egress to, from, over and across lands above described.

6. This license may be terminated at any time by Champion for breach by giving Licensee thirty (30) days notice thereof, and after the primary term, by either party to this agreement by giving not less than sixty (60) days written notice to the other party, prior to expiration of any annual period; and Licensee agrees to remove with due care any and all buildings and improvements placed thereon by Licensee and leave the property in a condition at least to that existing prior to the construction of such buildings or improvements.

7. Notices required or authorized to be given hereunder shall be deemed to have been given, if telegraphic notice is dispatched to, or written notice is mailed to (transmission charges prepaid in either instance) to the other party at the address or addresses below, or to such other addresses as either party shall furnish to the other in writing:

J.D. Fulford
Champion International Cor.
P. O. Box 549
Jay, Florida 32565

8. The Licensee agrees to vacate and surrender peaceable possession of the said property to the Licensor, Champion, its successors or assigns, upon the expiration or earlier termination thereof.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on this the 22 day of December 1989.

Signed, sealed and delivered
in the presence of:

Donnie Fleming
Lynn Hendricks
As to Champion International

CHAMPION INTERNATIONAL CORP.

BY: J.D. Fulford

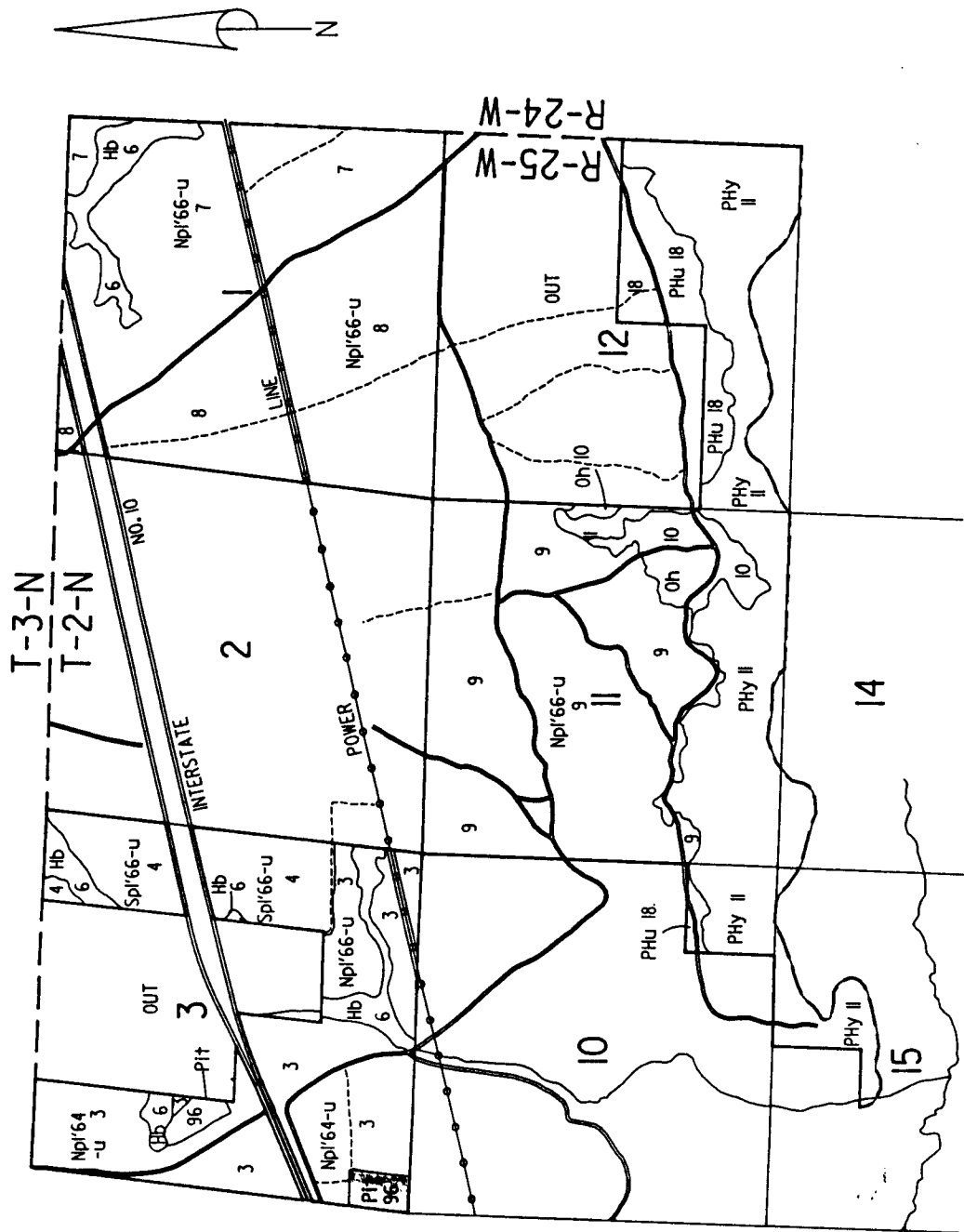
Alan Jones
Alan Kennedy
As to Licensee

LICENSEE

Ferrin C. Campbell, Jr.
Ferrin C. Campbell, Jr., Chairman
Address: 101 E. James Lee Blvd.
Crestview, FL 32536

Telephone: (904) 682-2711

MILTON TRACT



SCALE IN CHAINS
0 20 40 60 80

TYPES THRU 12-31-84
REVISED PROPERTY BDYS. 8,1982
MAY, 1981

T-2-N, R-25-W OKALOOSA COUNTY, FLORIDA

BLACKWATER DISTRICT

Sheet 2 Of 2

ADMINISTRATIVE UNIT 589