

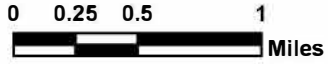


SITE

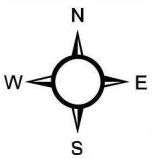


Distance To:
State Lands - 1.8 miles to St. Andrews State Park
Florida Forever Project - 5 miles to West Bay Preservation Area Project
Water - 400 ft to Alligator Bayou



- Subject Parcel
- Naval Support Activity Panama City
- State Managed Conservation Lands

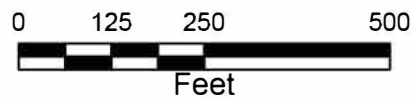


Naval Support Activity Panama City
U.S. NAVY
Bay County, Florida





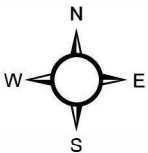
-  Subject Parcel
-  Naval Support Activity Panama City



Naval Support Activity Panama City

U.S. NAVY

Bay County, Florida



This instrument prepared by:
Rebecca Bone
Department of Environmental Protection
Bureau of Public Administration
Division of State Lands
3900 Commonwealth Blvd. MS 130
Tallahassee, Florida 32399-3000
Action No. 47900

SAL1
[+/- 8.42 acres]

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

LEASE AGREEMENT

Lease Number **4876**

This lease is made and entered into this 29th day of November, 2023, between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, hereinafter referred to as "LESSOR", and **BAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** holds title to certain lands and property being utilized by the State of Florida for public purposes; and

WHEREAS, the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by state agencies which may properly use and possess them for the benefit of the people of the State of Florida.

NOW, THEREFORE, the parties, for and in consideration of the mutual covenants and agreements hereinafter contained, LESSOR leases the below described premises to LESSEE subject to the following terms and conditions:

- DELEGATIONS OF AUTHORITY**: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
- DESCRIPTION OF PREMISES**: The property subject to this lease, is situated in the County of **Bay**, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as "leased premises".
- TERM**: The term of this lease shall be for a period of **2** years commencing on November 29, 2023 and ending on November 28, 2025, unless sooner terminated pursuant to the provisions of this lease.

4. **PURPOSE:** LESSEE shall manage the leased premises only for the establishment and operation of buffer space for Naval Support Activity Panama City actions, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.
5. **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.
6. **UNAUTHORIZED USE:** LESSEE shall, through its agents and employees prevent the unauthorized use of the leased premises or any use thereof not in conformity with this lease.
7. **RIGHT OF INSPECTION:** LESSOR or its duly authorized agents shall have the right at any and all times to inspect the leased premises and the works and operations thereon of LESSEE in any matter pertaining to this lease.
8. **LAND USE PLAN:** LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. 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 LESSOR until the Land Use Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. 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. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan. In accordance with Section 253.034, Florida Statutes, the LESSEE shall submit a Land Use Plan update at the end of the fifth year from the execution date of this lease to establish all short-term goals

developed under the Land Use Plan have been met in accordance with Section 253.034(5)(i), Florida Statutes. LESSEE shall submit an updated Land Use Plan at least every ten (10) years from the execution date of the lease.

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

10. LIABILITY: LESSEE shall assist in the investigation of injury or damage claims either for or against LESSOR or the State of Florida pertaining to LESSEE'S respective areas of responsibility under this easement or arising out of LESSEE'S respective management programs or activities and shall contact LESSOR regarding the legal action deemed appropriate to remedy such damage or claims. LESSEE is responsible for all personal injury and property damage attributable to the negligent acts or omissions of LESSEE, and its officers, employees, and agents. 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. In the event LESSEE subcontracts any part or all of the work performed in the leased premises, the LESSEE shall require each and every subcontractor to identify the LESSOR as an additional insured on all insurance policies required by the LESSEE. Any contract awarded by LESSEE for work in the leased premises shall include a provision whereby the LESSEE'S subcontractor agrees to indemnify, pay on behalf, and hold the LESSOR harmless for all injuries and damages arising in connection with the LESSEE'S subcontract.

11. **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 State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to ensure that adequate measures have been planned to locate, identify, protect, and preserve the archaeological and historic sites and properties on the leased premises.
12. **EASEMENTS:** All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.
13. **SUBLEASES:** This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.
14. **ENVIRONMENTAL AUDIT:** At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary, a Phase II environmental site assessment.
15. **SURRENDER OF PREMISES:** Upon 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, written notification shall be made to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of all or any part 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 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, a representative of the Division of State Lands shall perform an on-site inspection and the keys to any buildings on the leased premises shall be turned over to the Division. If the improvements do not meet all conditions as set forth in paragraphs 19 and 22 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

16. **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 or other land managing agencies for the protection and enhancement of the leased premises.

17. **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.

18. **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, and LESSOR specifically reserves the right to lease the leased premises for purposes of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE shall be fully compensated for any and all damages that might result to the leasehold interest of LESSEE by reason of such exploration and recovery operations.

19. **UTILITY FEES:** 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.

20. **ASSIGNMENT:** This lease shall not be assigned in whole or in part without the prior written consent of LESSOR, which consent shall not be unreasonably withheld. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

21. **PLACEMENT AND REMOVAL OF IMPROVEMENTS:** All buildings, structures, improvements, and signs 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 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.

22. **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, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

23. **SOVEREIGNTY SUBMERGED LANDS:** 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 waters or the air space thereabove.

24. **ENTIRE UNDERSTANDING:** This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

25. **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 or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. **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 one 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.

27. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the leased premises is held by LESSOR. 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 LESSOR therein.

28. **CONDITIONS AND COVENANTS:** 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.

29. **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: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

LESSEE: Board of County Commissioners
840 W 11th Street
Panama City, Fl 32401

30. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, 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. 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 governmental agencies.

31. **PAYMENT OF TAXES AND ASSESSMENTS:** LESSEE shall assume full responsibility for and shall pay all taxes, assessments, liens or other similar liabilities that accrue to the leased premises or to the improvements thereon arising after this lease commences, including any and all ad valorem taxes and drainage and special assessments or personal property taxes of every kind and all construction or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises subsequent to the effective date of this lease.

32. **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 audit such records at any reasonable time. 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 Chapter 119, Florida Statutes.

33. **NON-DISCRIMINATION:** 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.

34. **COMPLIANCE WITH LAWS:** 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.

35. **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 of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

36. **TIME:** Time is expressly declared to be of the essence of this lease.

37. **GOVERNING LAW:** This lease shall be governed by and interpreted according to the laws of the State of Florida.

38. **SECTION CAPTIONS:** 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.

39. **SIGNS:** LESSEE shall ensure that the area is identified as being publicly owned and operated as a public facility in all signs, literature and advertising. 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.

40. **ADMINISTRATIVE FEE:** LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution 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 agreement, 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.

41. **RIGHT OF TERMINATION:** Anything contained in this lease to the contrary notwithstanding, LESSOR shall have the right and option to terminate this lease, at will, for any reason whatsoever, by giving the LESSEE written notice of such election to terminate at least six (6) months prior to the effective date of such termination. LESSEE shall continue to honor its obligations under the lease until the effective date of the termination, including LESSEE's obligations concerning surrender of the leased premises.

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

43. **SPECIAL CONDITION:** The following special condition shall apply to this lease:

In the event LESSOR conveys or leases the leased premises to the Department of Defense, this lease shall automatically terminate.


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

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

“LESSOR”

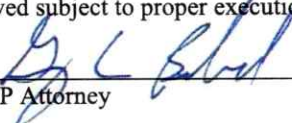
**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
OF FLORIDA**

(SEAL)

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.

Approved subject to proper execution:

BY:  09-18-2023
DEP Attorney Date

“LESSEE”

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

(SEAL)

BY: 
Tommy Hamm, Chairman



This Instrument Prepared By and Please Return To:

Jamie Temples
Tallahassee Title Group, LLC
1407 Piedmont Drive East
Tallahassee, FL 32308

EXHIBIT "A"

COUNTY DEED

(STATUTORY FORM - SECTION 125.411, F.S.)

File # 2017046386
BK 3927, PG: 1637 Pages: 1 of 2
Recorded 8/15/2017 2:21 PM
Bill Kinsaul, Clerk, Bay County, FL
Deputy Clerk EG Trans # 1415256

THIS INDENTURE, made this 8 day of August 2017, between **BAY COUNTY, a political subdivision of the State of Florida, whose address is 840 W. 11th Street, Panama City, Florida, 32401,** of the County of Bay, in the State of Florida, party of the first part, and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA,** whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, party of the second part,


(Wherever used herein the terms "party of the first part" and "party of the second part" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Party of the first part" and "party of the second part" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in Bay County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 30161-000-000, 30161-000-060, 30161-000-062, 30161-000-063, 30161-000-064, 30161-000-065, 30161-000-066, 30161-000-067

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.



Witness as to Seller

BAY COUNTY, a political subdivision of the State of Florida
Bay County Board of County Commissioners



Witness as to Seller

BY: William T. Dozier
William T. Dozier, Chairman

Attest:

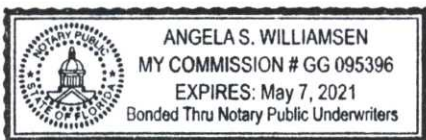

Bill Kinsaul, Clerk of Court

(Official Seal)

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 8 day of August 2017, by **William T. Dozier, Chairman of the Board of County Commissioners for Bay County, a political subdivision of the State of Florida.** Such person(s) (Notary Public must check applicable box):

(SEAL)



- is personally known to me.
- produced a current driver license.
- produced _____ as identification.

Angela Williamsen
Notary Public
Angela Williamsen
(Printed, Typed or Stamped Name of Notary Public
Commission No.: GG 095396
My Commission Expires: 5-7-21

THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAXES
PURSUANT TO CHAPTER 201.02(6), FLORIDA STATUTES.

Action Number 4700

Lease Agreement 4876

APPROVED AS TO
FORM AND LEGALITY


DEPARTMENT ATTORNEY

Page 11 of 12
9/27/2017
ATTACHMENT 5
PAGE 13

EXHIBIT "A"

COMMENCE AT THE NORTHWEST CORNER OF U.S. GOVERNMENT LOT NUMBER 2 OF FRACTIONAL SECTION 4, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 89°38'03" EAST, 1069.45 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THOMAS DRIVE; THENCE SOUTH 22°12'23" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 250 FEET TO THE SOUTH LINE OF THE UNITED STATES NAVY PROPERTY AND THE POINT OF BEGINNING; THENCE NORTH 89°38'03" EAST, ALONG THE SOUTH LINE OF THE U.S. NAVY PROPERTY, 748.00 FEET; THENCE SOUTH 22°12'23" EAST, 636.71 FEET, TO A BOUNDARY LINE AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 694, PAGE 894 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AND THE NORTH LINE OF BAYWOOD ESTATES, AN UNRECORDED SUBDIVISION; THENCE SOUTH 88°47'03" WEST, ALONG SAID AGREEMENT LINE 381.77 FEET TO THE EASTERLY LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1680, PAGE 738 OF SAID PUBLIC RECORDS AND HEREAFTER REFERRED TO AS PARCEL "L&E"; THENCE NORTH 22°10'45" WEST, ALONG SAID EASTERLY LINE 150.00 FEET; THENCE SOUTH 88°53'07" WEST ALONG THE NORTHERLY LINE OF SAID "L&E" PARCEL, 161.90 FEET; THENCE NORTH 22°12'23" WEST, ALONG THE EASTERLY LINE OF SAID "L&E" PARCEL, 150.00 FEET; THENCE SOUTH 88°47'03" WEST ALONG THE NORTHERLY LINE OF SAID "L&E" PARCEL, 200.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID THOMAS DRIVE; THENCE NORTH 22°12'23" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 348.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT



A LIFT STATION SITE DESCRIBED ON THAT CERTAIN SITE PLAN FOR BAREFOOT PALMS, A TOWNHOME COMMUNITY LOCATED IN FRACTIONAL SECTION 4, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

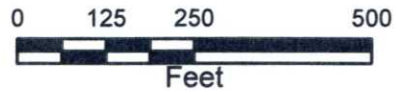
COMMENCE AT THE NORTHWEST CORNER OF U.S. GOVERNMENT LOT NUMBER 2 OF FRACTIONAL SECTION 4, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA; THENCE NORTH 89°38'03" EAST, 1069.45 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THOMAS DRIVE; THENCE SOUTH 22°12'23" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 250 FEET TO THE SOUTH LINE OF THE UNITED STATES NAVY PROPERTY; THENCE NORTH 89°38'03" EAST, ALONG SAID SOUTH LINE, 748.03 FEET; THENCE SOUTH 22°11'42" EAST, 79.59 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE THENCE SOUTH 22°11'42" EAST, 32.36 FEET; THENCE SOUTH 67°48'18" WEST, 31.47 FEET; THENCE NORTH 22°11'42" WEST, 32.36 FEET; THENCE NORTH 67°48'18" EAST, 31.47 FEET TO THE POINT OF BEGINNING.

NSA Panama City
Bay County

BSM
BY SK
Date: 3.17.2017



-  Subject Parcel
-  Naval Support Activity Panama City



NSA Panama City - US NAVY / Bay County

New Lease Number 4876

Bay County, Florida



Document Path: \\GIS\GIS\GIS_Maps_Creation\HIGH_CONSISTENCY\MILITARY_STEEL_8-17-12\A2014_PCA_A-2014-02-016.dwg
Date Saved: 1/5/2017 9:55:32 AM