



SANTA ROSA COUNTY DEVELOPMENT SERVICES

6051 Old Bagdad Highway, Suite 202 | Milton, Florida 32583

BECKIE CATO
Planning and Zoning Director
beckiec@santarosa.fl.gov

RHONDA C. ROYALS
Building Official
rhondar@santarosa.fl.gov

Hering Request for Lease Amendment Planning & Zoning Department Staff Analysis

Applicant: Steven and Ann Hering
Representative: Buddy Page
Request: Amendment of lease to allow single family homes as a permitted use.

Background: Development on Navarre Beach is required to be consistent with the Zoning Map, the Future Land Use Map, and the lease for each property. In this case, the lease allows multiple family dwellings and apartments, which are allowed by the Zoning and Future Land Use designations. The lease also allows a campground and associated facilities which is not allowed by the Zoning and Future Land Use designations.

The applicant desires to construct a single family subdivision on the approximately 7 acre site. While the Zoning and Future Land Use maps would allow for single family development, the lease currently does not.

Zoning and Future Land Use: The Zoning and Future Land Use designations for this site are both Navarre Beach Medium Density Residential. The lease amendment request is consistent with these designations which both allow single family development as permitted uses.

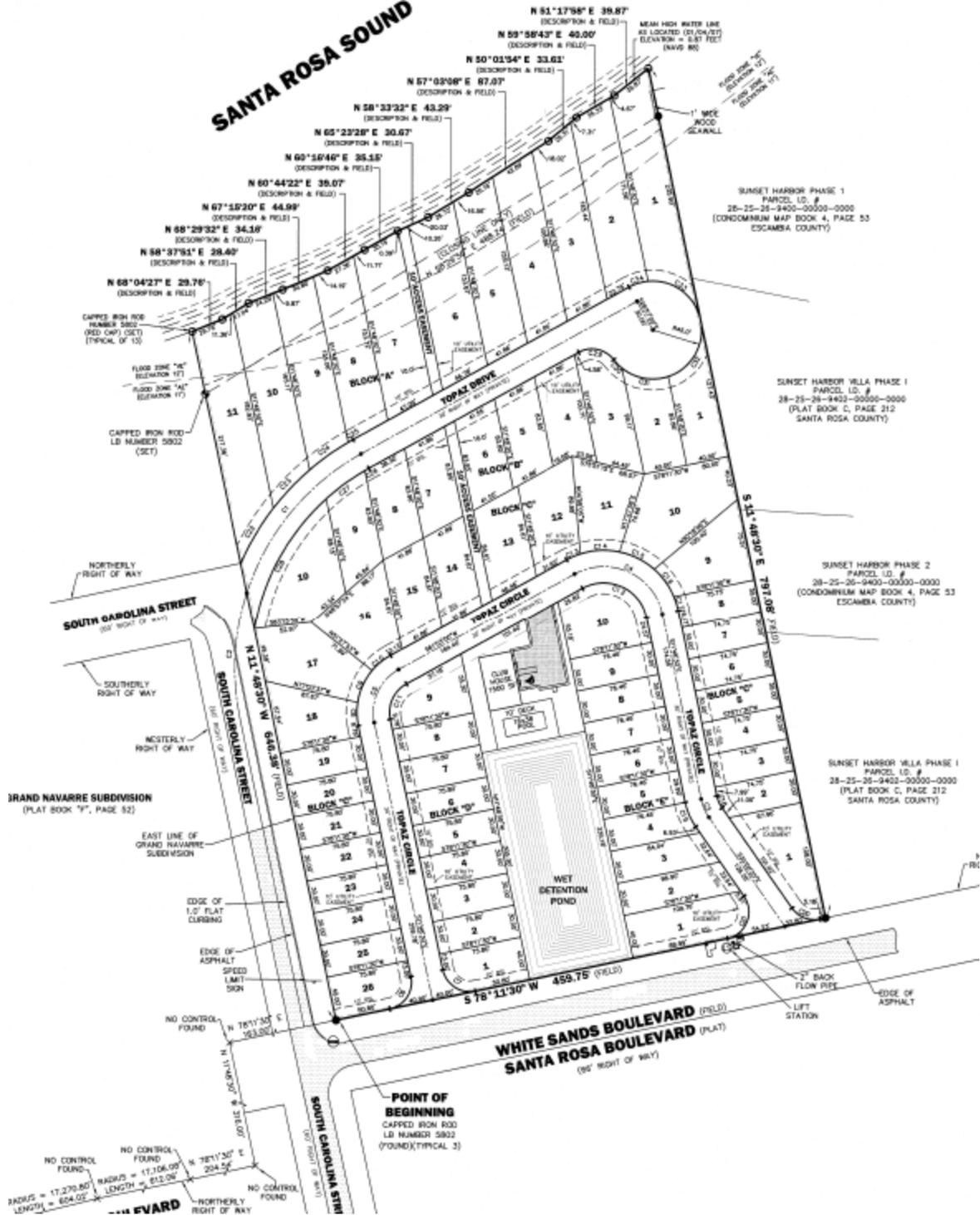
Compatibility: Adjacent uses are single family on the west and south, with multifamily on the east. The request is, therefore, compatible with adjacent uses.

Infrastructure Impact: Development of single family homes on the site would not result in an infrastructure impact that is greater than what is currently permitted.

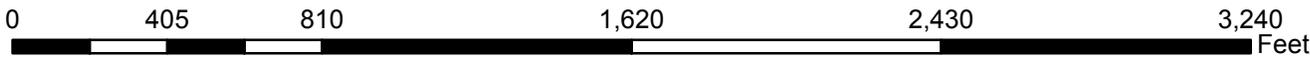
Note: The applicant has also submitted an application for setback variances which is scheduled to be heard by the Zoning Board on November 10, 2016. Specifically, the request is to reduce the front setback from 30 feet to 10 feet and to reduce the side setback from 15 feet to 10% of the lot width.

Enclosures: (1) Conceptual site layout
(2) Aerial map of subject property and surrounding area

SANTA ROSA SOUND



2016-V-069
2014 Aerial



Legend

 Pending Oct ZB

Disclaimer:
The GIS maps and data distributed by the Santa Rosa County BOCC departments are derived from a variety of public and private sector sources considered to be dependable, but the accuracy, completeness, and currency thereof are not guaranteed. The Santa Rosa County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the County Geographic Database. Additionally, the Santa Rosa Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form.

Wiley C. "Buddy" Page, MPA, APA
PROFESSIONAL GROWTH MANAGEMENT SERVICES, LLC
5337 Hamilton Lane • Pace, Florida 32571

October 12, 2016
VIA HAND DELIVERY

Mr. Roy Andrews, Esq.
Santa Rosa County Attorney
Milton, Florida 32571

RE: Navarre Beach Lease Amendment Application
Parcel No: 28-2S-26-0000-00800-000

Dear Mr. Andrews:

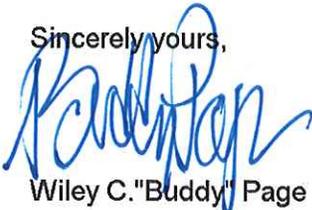
Please find our attached application package requesting consideration for amending the current lease on the referenced parcel to include the following language within paragraph 2:

"single family detached dwellings"

as an allowed use on the property. This application includes the following required items.

- 1- Application;
- 2- Proof of ownership and survey;
- 3- Authorizing Wiley C. "Buddy" Page with Professional Growth Management Services to serve as agent for owners;
- 4- Legal description, proof of Ownership, including Warranty Deed, Tax Notices for the parcels making up the Property
- 5- Legal description of the property address/property reference number, including metes and bounds legal description of the Property, and Santa Rosa County Property Appraiser information sheet(s),
- 6- Checks payable to Santa Rosa County for application and mail notice fees;
- 7- Certified list of property owners from the Santa Rosa Property Appraiser's office
- 8- Copy of lease.
- 9- Outstanding taxes will be paid prior to issuance of a Development Order.

Thanks for your assistance in this matter and please advise if you require anything further,

Sincerely yours,

Wiley C. "Buddy" Page

SANTA ROSA COUNTY, FLA.
LEASE AGREEMENT

STATE OF FLORIDA

COUNTY OF SANTA ROSA

THIS LEASE AGREEMENT, entered into between and by Santa Rosa County Beach Administration as an agency of Santa Rosa County Florida, and Island View Development Corporation, a Florida corporation is hereafter called "Lessee",

WITNESSETH:

1. The Administration and the lessee, each in consideration of the covenants to be performed by the other, hereby on the 23 day of July, 1968, agree that the Administration hereby leases to the lessee that certain real property located in Santa Rosa County, Florida on Santa Rosa Island, which as the same is more fully described in "Schedule A" attached hereto for the term of 25 years beginning July 23, 1968.

2. The Administration hereby grants to the lessee, in consideration of the rents and covenants herein reserved and contained, the right and obligation to construct upon the lease premises, complete facilities for the use and operation of carrying on the business of renting space and providing provisions for campers and house trailers including general camp ground facilities, access roadways, sanitary disposal facilities, small boat rental and launching facilities together with the sale of all products which are commonly provided for, and used in the conduct of said trade activities, provided that the same shall not be inconsistent with the terms of any lease heretofore granted by the Administration. The Administration shall provide public water to the lease premises; the lessee shall provide for the distribution thereof upon the lease premises, use said water, and shall pay to the Administration normal reasonable rates for the use thereof. The lessee shall construct and provide for septic tanks or other sanitary disposal facilities in such manner as to meet the approval of the Florida State Board of Health, provided,

*Record in Clerk's Office
O.C. 179 pages 461-470*

Application for Navarre Beach Lease Amendment

** For Official Use Only **	
Application No. _____ - LA - _____	Date Received: _____
Mailing Fee: \$ _____	Receipt No.: _____
Zoning District: _____	Change of Use Requested: _____
NB Master Plan Description: _____	

Property Owner

Property Owner Name: Steven and Ann Hering

Address: 2575 Cypress Point Circle Navarre, Florida 32566

Phone: 850-225-6465 Fax: _____

Email: _____

Applicant

- Check here and skip this section if the applicant is the Property Owner. Otherwise, complete this section and provide authorization from the Property Owner giving the Applicant the authority to pursue a Navarre Beach Lease Amendment(s).

Company: Professional Growth Management Services, LLC

Contact Name: Wiley C. "Buddy" Page

Address: 5337 Hamilton Lane Pace, Florida 32571

Phone: 850-232-9853 Fax: _____

Email: budpage1@att.net

Property Information

Parcel ID Number(s):

28-2S-26-0000-00800-000

Or

Street Address of property for which the Lease Amendment is requested:

Amendment Details

Size of parcel (in acres or square footage) to be considered for the Lease Amendment (*attached existing lease*):

13.57ac

Zoning District: MD

Proposed Change of Use:

Add single family detached housing as a permitted use.

If the amendment is granted, the property will be used for (Please be as specific as possible):

Single family residential development.

Other Pertinent Lease Provisions

Annual Lease Fee: _____

Gross Receipts Tax: _____

Certification and Authorization

1. By my signature hereto, I do hereby certify that the information contained in this application is true and correct, and understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application.
2. I do hereby authorize County staff to enter upon my property at any reasonable time for purposes of site inspection.
3. I do hereby authorize the placement of a public notice sign(s) on my property at a location(s) to be determined by the County staff.
4. If applicable, I do hereby authorize the Agent shown as the applicant on this application to act on my behalf in all matters pertaining to this Lease Amendment application.

Steven Hering

Applicant Name (Type or Print)

owner
Title (if applicable)


Applicant Signature

10/12/16
Date



Santa Rosa County Property Appraiser

Gregory S. Brown, CFA



Sales In Area Sales In Section Sales In Subdivision	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Santa Rosa Home
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Owner and Parcel Information			
Owner Name	HERING STEVEN & B ANN	Today's Date	October 7, 2016
Mailing Address	2575 CYPRESS POINT CIR NAVARRE, FL 32566	Parcel Number	28-25-26-0000-00800-0000
Situs/Physical Address		Tax District	Navarre Beach (District 10)
Property Usage	VACANT COM (001000)	2015 Millage Rates	13.5773
Section Township Range	28-2S-26	Acreage	8.471
		Homestead	N

[Tax Collector Bill](#) |
 [Permits](#) |
 [Show Parcel Maps](#) |
 [Generate Owner List By Radius](#) |
 [Show Zoning](#)

Value Information	Legal Description																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">2016 Preliminary Values</td> </tr> <tr> <td>Building Value</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Extra Feature Value</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Land Value</td> <td style="text-align: right;">\$645,258</td> </tr> <tr> <td>Land Agricultural Value</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Agricultural (Market) Value</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Just (Market) Value*</td> <td style="text-align: right;">\$645,258</td> </tr> <tr> <td>Assessed Value</td> <td style="text-align: right;">\$645,258</td> </tr> <tr> <td>Exempt Value</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Taxable Value</td> <td style="text-align: right;">\$645,258</td> </tr> </table> <p><small>*Just (Market) Value* description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.</small></p>	2016 Preliminary Values		Building Value	\$0	Extra Feature Value	\$0	Land Value	\$645,258	Land Agricultural Value	\$0	Agricultural (Market) Value	\$0	Just (Market) Value*	\$645,258	Assessed Value	\$645,258	Exempt Value	\$0	Taxable Value	\$645,258	<p>COM AT W LN OF NAVARRE BCH RESSEC 1 & N R/W OF GULF BLVD THNELY ON CURV 604.2 FT (R=17270.8 FT) TO REVRS CURV ELY ON CURV612.6 FT (R=17106.08 FT) THN N78*11'30"E 204.54 THN N11*48' 30"W 316 FT TO N R/W OF SANTA ROSA BLVD THN N78*11'30"E ON R/W 166 FT TO POB THN N11*48'30"W 610 FT +/- TO SANTA ROSA SOUND & PT "X" THN RETURN TO POB THN N78*11'30"E ON N R/W 459.75 FT THN N11*48'30"W 820 FT TO SANTA ROSA SOUND THN ON SHR/LN 500 FT +/- TO PT "X" & TH END OF THIS DESCRIPTION AS DES IN OR 2444 PG 1569</p> <p>The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.</p>
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Exempt Value	\$0																				
Taxable Value	\$645,258																				

Extra Features Data				
Description	Number of Items	Units	Year	Extra Feature Value
No records associated with this parcel.				

Land Information								
Item	Land Code	Description	Zoning	Frontage	Depth	Unit Type	Land Units	Land Value
1	000000	VAC RES	MD	463	797	462.75	FF	\$645,258

Sale Information									
Multi-Parcel Sale	Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
No	05-06-2005	\$ 5,500,000	ASSIGNMENT OF LEASE	2444	1569	Qualified	Vacant	LAG HOLDINGS LLC	HERING STEVEN & B ANN
No	07-24-2002	\$ 100	ASSIGNMENT OF LEASE	2037	295	Unqualified	Vacant	GIVENS LARRY A	LAG HOLDINGS LLC
No	01-01-1997	\$ 796,000	ASSIGNMENT OF LEASE	1585	503	Qualified	Vacant		GIVENS LARRY A

Sales In Area Sales In Section Sales In Subdivision	Previous Parcel	Next Parcel	Field Definitions	Return to Main Search	Santa Rosa Home
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The Santa Rosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. Website Updated: October 2, 2016

Prepared by and return to:
Thomas J. Gilliam, Jr.
Attorney at Law
Shell, Fleming, Davis & Menge, P.A.
Post Office Box 1831
Pensacola, FL 32591-1831
850-434-2411
File No.: B2379.00000

[Space Above This Line For Recording Data]

Assignment of Lease

KNOW ALL MEN BY THESE PRESENTS, that **LAG Holdings, LLC, an Alabama limited liability company** ("ASSIGNOR"), whose address is P.O.Box 726, Gulf Shores, Alabama 36547, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid to ASSIGNOR by **Steven Hering and B. Ann Hering, husband and wife** ("ASSIGNEE"), whose address is 2825 Masters Blvd, Navarre, Florida 32566, receipt and sufficiency of which is hereby acknowledged, hereby sets over, conveys, assigns and transfers forever to ASSIGNEE that certain lease granted by Santa Rosa Beach Administration, as an agency of Santa Rosa County Florida, to Island View Development Corporation, a Florida corporation, dated July 23, 1988, and recorded in Official Records Book 474 at page 675 of the public records of Escambia County, Florida, as subsequently assigned to Navarre Developers, a Florida general partnership, by Assignment of Lease recorded in Official Records Book 904, Page 431, and as subsequently amended and restated, all in the Public Records of Escambia County, Florida (the "Lease Agreement") covering the following described real property on Santa Rosa Island formerly in Escambia County, now in Santa Rosa County, Florida:

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

Parcel Identification Number: 28-2S-26-0000-00800-0000

By acceptance of this assignment, Assignee hereby assumes and agrees to comply with the provisions of the aforesaid lease and agrees to hold Assignor harmless from any liability thereunder. Assignor covenants that Assignor is the owner of the above leasehold interest estate subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not reimposed; and also subject to any claim, right, title or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas, or other minerals. Assignor further covenants that the Assignee may at all times peaceably and quietly enter upon, hold, occupy, and enjoy said leasehold estate, and that Assignor shall make such further assurances to perfect the leasehold estate in such property and every part thereof; and that Assignor will defend the same against the lawful claims of all persons whomsoever.

"ASSIGNOR" and "ASSIGNEE" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of ASSIGNOR and ASSIGNEE whenever the context so requires or admits.

Dated: May 6, 2005

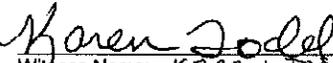
Signed, sealed and delivered in our presence:


Witness Name: THOMAS J. GILLIAM, Jr.

LAG Holdings, LLC, an Alabama limited liability company

By: 
H. Stanley Fountain, Jr., Manager

(Corporate Seal)


Witness Name: KAREN TODD

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 6th day of May, 2005 by H. Stanley Fountain, Jr. as Manager of LAG Holdings, LLC, an Alabama limited liability company, on behalf of the company. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]


Notary Public

Printed Name: Thomas J. Gilliam, Jr.

My Commission Expires: October 11, 2006

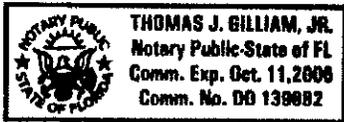


EXHIBIT A

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF NAVARRE BEACH, RESIDENTIAL SECTION NUMBER 1, AND THE NORTH RIGHT OF WAY (R/W) LINE OF GULF BOULEVARD (120' R/W); THENCE GO EASTERLY ALONG THE SAID NORTH RIGHT OF WAY LINE, BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 17,270.8 FEET, FOR AN ARC DISTANCE OF 804.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 17,106.08 FEET; THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 612.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE GO NORTH 78 DEGREES 11 MINUTES 30 SECONDS EAST ALONG THE SAID RIGHT OF WAY LINE FOR A DISTANCE OF 204.54 FEET; THENCE GO NORTH 11 DEGREES 48 MINUTES 30 SECONDS WEST, LEAVING THE NORTH RIGHT OF WAY LINE OF GULF BOULEVARD, FOR A DISTANCE OF 316.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SANTA ROSA BOULEVARD (66' R/W); THENCE GO NORTH 78 DEGREES 11 MINUTES 30 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 166.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE GO NORTH 11 DEGREES 48 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 610 FEET, MORE OR LESS, TO THE SOUTHERLY SHORELINE OF SANTA ROSA SOUND, SAID POINT BEING HEREINAFTER KNOWN AS POINT "X"; THENCE RETURN TO THE POINT OF BEGINNING; THENCE GO NORTH 78 DEGREES 11 MINUTES 30 SECONDS EAST ALONG THE NORTH RIGHT OF WAY LINE OF SANTA ROSA BOULEVARD FOR A DISTANCE OF 459.75 FEET, THENCE GO NORTH 11 DEGREES 48 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 800 FEET, MORE OR LESS, TO THE SOUTHERLY SHORE LINE OF SANTA ROSA SOUND; THENCE GO SOUTHWESTERLY ALONG THE SAID SHORELINE FOR A DISTANCE OF 500 FEET, MORE OR LESS, TO THE AFOREMENTIONED POINT "X" AND THE END OF THIS DESCRIPTION.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF NAVARRE BEACH, RESIDENTIAL SECTION NUMBER 1, AND THE NORTH RIGHT OF WAY (R/W) LINE OF GULF BOULEVARD (120' R/W); THENCE GO EASTERLY ALONG THE SAID NORTH RIGHT OF WAY LINE, BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 17,270.8 FEET, AN ARC DISTANCE OF 804.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 17,106.08 FEET; THENCE CONTINUE EASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE AN ARC DISTANCE OF 612.06 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE GO NORTH 78 DEGREES 11 MINUTES 30 SECONDS EAST ALONG THE SAID RIGHT OF WAY LINE A DISTANCE OF 204.54 FEET; THENCE GO NORTH 11 DEGREES 48 MINUTES 30 SECONDS WEST, LEAVING THE NORTH RIGHT OF WAY LINE OF GULF BOULEVARD, A DISTANCE OF 316.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SANTA ROSA BOULEVARD (66' R/W); THENCE GO NORTH 78 DEGREES 11 MINUTES 30 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 166.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE GO NORTH 11 DEGREES 48 MINUTES 30 SECONDS WEST A DISTANCE OF 6224.85 FEET TO THE MEAN HIGH WATER LINE OF SANTA ROSA SOUND; THENCE DEPARTING SAID EAST LINE GO NORTH 84 DEGREES 36 MINUTES 53 SECONDS EAST ALONG SAID MEAN HIGH WATER LINE A DISTANCE OF 58.95 FEET; THE NEXT SIX (6) CALLS GO ALONG SAID MEAN HIGH WATER LINE; THENCE GO SOUTH 77 DEGREES 53 MINUTES 47 SECONDS EAST A DISTANCE OF 99.80 FEET; THENCE GO NORTH 53 DEGREES 42 MINUTES 40 SECONDS EAST A DISTANCE OF 123.90 FEET; THENCE GO NORTH 81 DEGREES 45 MINUTES 58 SECONDS EAST A DISTANCE OF 51.21 FEET; THENCE GO NORTH 52 DEGREES 31 MINUTES 32 SECONDS EAST A DISTANCE OF 65.30 FEET; THENCE GO NORTH 52 DEGREES 01 MINUTES 27 SECONDS EAST A DISTANCE OF 89.82 FEET TO THE WEST LINE OF SUNSET HARBOR CONDOMINIUMS, AS RECORDED IN MAP BOOK 4, PAGE 53 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID MEAN HIGH WATER LINE GO SOUTH 11 DEGREES 48 MINUTES 30 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 752.50 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WHITE SANDS BOULEVARD (66' R/W); THENCE DEPARTING SAID WEST LINE GO SOUTH 78 DEGREES 11 MINUTES 30 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 459.75 FEET TO THE POINT OF BEGINNING.

STATE OF FLORIDA
COUNTY OF SANTA ROSA

ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Santa Rosa County Ordinance No. 2000-09 sellers of residential lots are required to disclose to buyers whether a road will be maintained by Santa Rosa County. SANTA ROSA COUNTY WILL NOT ACCEPT FOR MAINTENANCE ANY ROADWAYS NOT BUILT OR IMPROVED TO MEET COUNTY STANDARDS. Ordinance 2000-09 requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Santa Rosa County, Florida.

Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as acknowledgement by the County of the veracity of any disclosure statement. This disclosure is not for the purpose of confirming that the subject property actually abuts the roadway. Only a survey can provide such confirmation.

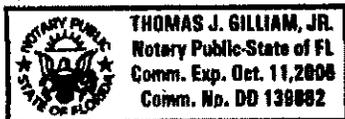
SANTA ROSA COUNTY HAS ACCEPTED HAS NOT ACCEPTED
NAME OF ROADWAY: White Sands Boulevard
LEGAL ADDRESS OF PROPERTY: Parcel ID# 28-2S-26-0000-00800-0000
FOR DIRT ROAD MAINTENANCE PAVED ROAD MAINTENANCE

The foregoing information has been furnished by the Public Works Department of Santa Rosa County, Florida, on this the 3rd day of May 2005

Richard Hanes
Senior Road Foreman

SELLER: [Signature]
Name: H Stanley Fountain Jr.

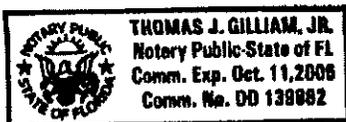
The foregoing instrument was acknowledged before me on this the 6th day of May 2005 by H. Stanley Fountain, Jr., who is personally known to me or who has produced A Drivers license as identification and who did not take an oath.



[Signature]
NOTARY PUBLIC
My Commission Expires: 10/11/06
Commission No.: _____

BUYER: [Signature]
Name: [Signature]

The foregoing instrument was acknowledged before me on this the 6th day of May 2005 by Steven Hermy and Brian Hermy, who is personally known to me or who has produced A Drivers license as identification and who did not take an oath.



[Signature]
NOTARY PUBLIC
My Commission Expires: 10/11/06
Commission No.: _____



The Honorable Stan Colfe Nichols

ONLINETAXSEARCH

SEARCH AND PAY TAXES / BUSINESS TAX RECEIPTS

2015 Roll Details — Real Estate Account #282S260000008000000

[Print this page](#)

Real Estate Account #282S260000008000000

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

Pay All: \$470,168.43

2015	2014	2013	2012	...	2005
\$9563.30 due	\$11796.28 due	\$13160.95 due	\$15595.85 due		NO TAXES DUE

[Get Bills by Email](#)

Pay this bill: \$9,563.30

Owner: HERING STEVEN & B ANN
2026 FOUNTAINE BLEAU CT
NAVARRE, FL 32566

Situs: (unknown)

Account number: 282S260000008000000

Alternate Key: 1077302

Millage code: 10

Millage rate: 13.3351

Assessed value: 645,258

School assessed value: 645,258

Unimproved land value: 645,258

Property Appraiser

2015 Annual bill

[View](#)

Ad valorem: \$8,604.57

Non-ad valorem: \$50.00

Total Discountable: 8654.57

No Discount NAVA: 0.00

Total tax:

Legal description

COM AT W LN OF NAVARRE BCH RES SEC 1 & N R/W OF GULF BLVD THN ELY ON CURV 604.2 FT (R=17270. 8 FT) TO REVR
CURV ELY ON CURV 612.6 FT (R=17106.08 FT) THN N 78*11'30"E 204.54 THN N11*48' 30"W 316 FT TO N R/W OF SANTA
ROSA BLVD THN N78*11'30"E ON R /W 166 FT TO POB THN N11*48'30 "W 610 FT +/- TO SANTA ROSA SOUND & PT "X"
THN RETURN TO POB THN N78*11'30"E ON N R/W 459.75 FT THN N11*48'30"W 820 FT TO SANTA ROSA SOUND THN ON
SHR/LN 500 FT +/- TO PT "X" & TH END OF THIS DESCRIPTION AS DES IN OR 2444 PG 1569

Location

Range: 26

Township: 2S

Section: 28

Neighborhood: 200706.99

Use code: 1000

Total acres: 8.471



ORIGINAL

BOOK 257 PAGE 562

461

Original

~~Camperground~~
Lease

SANTA ROSA COUNTY, FLA.
LEASE AGREEMENT

STATE OF FLORIDA

OFFREC BOOK 622 PAGE 759

COUNTY OF SANTA ROSA

THIS LEASE AGREEMENT, entered into between and by Santa Rosa County Beach Administration as an agency of Santa Rosa County Florida, and Island View Development Corporation, a Florida corporation is hereafter called "Lessee",

W I T N E S S E T H:

1. The Administration and the lessee, each in consideration of the covenants to be performed by the other, hereby on the 23 day of July, 1968, agree that the Administration hereby leases to the lessee that certain real property located in Santa Rosa County, Florida on Santa Rosa Island, which as the same is more fully described in "Schedule A" attached hereto for the term of 25 years beginning July 23, 1968.

2. The Administration hereby grants to the lessee, in consideration of the rents and covenants herein reserved and contained, the right and obligation to construct upon the lease premises, complete facilities for the use and operation of carrying on the business of renting space and providing provision for campers and house trailers including general camp ground facilities, access roadways, sanitary disposal facilities, small rental and launching facilities together with the sale of all products which are commonly provided for, and used in the conduct of said trade activities, provided that the same shall not be inconsistent with the terms of any lease heretofore granted by the Administration. The Administration shall provide public water to the lease premises; the lessee shall provide for the distribution thereof upon the lease premises, use said water, and shall pay to the Administration normal reasonable rates for the use thereof. The lessee shall construct and provide for septic tanks or other sanitary disposal facilities in such manner as to meet the approval of the Florida State Board of Health

*amended
9-16-69*

*Recorded in Clerk's Office
C.R. Book 179 pages 461-470*

however, that at such time as the Administration shall provide sanitation sewage facilities to the lease premises, the lessee shall use said sewage facilities and pay reasonable rates to the Administration therefor.

✓ 3. The lessee covenants and agrees to pay to the Administration as a part of the consideration for this lease, monthly lease rentals payable on or before the 20th day of the month following the month for which said payment is due, in amounts equal to the following percentages of gross rentals and gross receipts: 10% of gross rentals plus 5% of gross receipts

The term "gross receipts" shall mean the price received by the lessee its sub-lessees and assigns for all merchandise and things of value of every kind sold, charges or rentals for all services performed or facilities furnished in, upon or from any part of the demised premises, whether for cash or credit, but shall exclude receipts from charges for admission to or use of facilities, all returned merchandise accepted by the Seller, all allowances made by the seller to the customer, and the amount received for Florida Sales Taxes and taxes on admissions. The gross receipts from all coin operated music machines, if any, as the Administration may approve in writing, shall exclude such reasonable rental paid by the lessee to third parties unconnected with the lessee for the use of such machines as may be approved by the Administration, the Administration being obligated to approve such rentals as are standard with the trade or business concern.

The term "gross rentals" shall mean receipts from charge for admissions to or use of the facilities.

The lessee covenants and agrees to pay a minimum annual rental to the Administration of \$5,000.00 payable in advance. The first said advance annual rental shall be due upon the execution of this agreement and annually thereafter on the same day of each year during the existence of this lease.

4. The lessee, as required by the Administration, in addition to requirements specifically set out above shall exclusively use, at such reasonable rates or charges as may be fixed or approved by the Administration from time to time such public utilities and public services related to health and sanitation as shall be made available from time to time by the Administration or by others under agreement with, or license or permit from the Administration, including without limitation the following: electricity, gas, water, telephone and telegraph, sewerage and garbage collection and disposal. The reasonableness of rates fixed by the Administration shall always be subject to judicial review.

5. **LEASED PREMISES:** The premises hereby being leased is described as follows:

Commencing at the intersection of the West line of Navarre Beach, Residential Section 1 as recorded in Plat Book "B" at pages 90, 91 and 92 of the records of Santa Rosa County, Florida, and Plat Book 5 at page 91 of the records of Escambia County Florida, and the shore line of Santa Rosa Sound, thence South $0^{\circ}01'16''$ East along said West line a distance of 700 feet (said point referenced North $0^{\circ}01'16''$ West and 370 feet from the center line of paving of Gulf Boulevard), thence North $78^{\circ}11'30''$ East a distance of 2601.52 feet, thence North $11^{\circ}48'30''$ West a distance of 1152 feet more or less to said Santa Rosa Sound, thence Westerly along the shore line of said sound to point of beginning.

6. Title to any building or other improvements of a permanent character that shall be erected or placed upon the demised premises by the lessee shall forthwith vest in said Administration, subject, however, to the terms of this lease. Lessee agrees to construct campsites as follows: 100 sites with necessary water, light hookups, roads, comfort stations and other necessary buildings and camp facilities to be completed for use by May of 1969. A total of ⁵⁰⁰400 or more sites and facilities as shown on attached plan to be completed by May 1971. ^{1400 by 1971} In the event the lessee shall not complete the facilities and improvements as described herein, without delay after the water lines are

provided to the leased premises, but not later than the time specified herein, the Administration shall thereupon have the right and option to terminate this lease after first giving to the lessee sixty days written notice requesting the lessee to complete the facilities and the lessee's failure thereafter to do so.

7. In the event of any disaster caused by any natural hazard so as to render the leased premises untenable for the leased purposes, the lessee shall have the right and option to terminate this lease by giving the Administration sixty days written notice of the lessee's intention to terminate, but in such event lessee shall not be entitled to the return of any rentals paid in advance.

In the event lessee shall not give notice of termination within 30 days after said disaster, then lessee agrees to reconstruct and repair the damage to said leased premises with all reasonable dispatch so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction, and failure to do so shall constitute a breach of this lease.

8. The lessee may assign, mortgage or pledge the leased premises, subject to the covenants and conditions contained herein to any public or private lending institutions for the purpose of raising construction or operating capital. It may not, however, sell, sub-let or sub-lease the leased premises for any other purposes without the written consent of the Administration.

So long as a mortgagee or pledgee keeps on file with the Administration a proper address, notice of any default by the lessee will be sent to the mortgagee at said address at the same time notice of default is sent to the lessee, and this lease may not be terminated for such default for 60 days after a notice thereof has been received by such mortgagee, during which period either the mortgagor or mortgagee may make good the default.

9. The leased premises and the use thereof are subject to all of the restrictive covenants applicable to commercial property under the jurisdiction of Santa Rosa County Beach Administration which are of record as of the date of this lease.

10. The lessee further covenants and agrees as follows:

- (a) To employ sufficient and qualified personnel to operate the lessee's business properly during the prescribed periods of operation and to require all such personnel to be neatly dressed in a manner acceptable to the Administration.
- (b) To open and operate said place of business a minimum of 8 hours per day (including Sundays) each day between May 1st and September 30th; to open on such days and at such hours as may be mutually agreed upon between October 1st and April 30th.
- (c) To comply with all laws and regulations relating to the operation of any business covered by this Agreement and to any property used in connection therewith.
- (d) To pay all licenses and taxes for the conduct of said business or the sale of any article in connection therewith.
- (e) Not to use or occupy the demised premises or any part thereof, or permit the same or any part thereof to be used or occupied, for any purpose or business other than herein specified without the prior written consent of the Administration.
- (f) Not to knowingly permit or suffer any nuisances or illegal operations or course of conduct of any kind on the demised premises.
- (g) To record all sales as made on a cash register acceptable to the Administration. Each cash

register in use shall carry a tape on which each sale will be recorded. These tapes, showing the total of the day's business, shall be a part of the monthly report submitted to the Administration by the lessee. After the tapes have been audited by the Administration's accountants, they shall be returned to the lessee within a reasonable time.

- (h) To permit representatives of the Administration to enter the demised premises at reasonable hours to examine the same and to inspect all operations of the lessee in order to ascertain whether the terms of this Agreement are being complied with by the lessee.
- (i) To furnish the Administration, not later than the 20th day of each month, reports sufficiently detailed to reveal accurately and completely the total revenue derived by the lessee from every source during the preceding calendar month from all of lessee's business operations hereunder; and from time to time furnish any other reasonable information which may be requested by the Administration in connection with this Agreement
- (j) To charge and receive for any accommodations, article, commodity, entertainment or service an established reasonable price comparable or substantially equivalent to the prices at other Beach resorts west of the Apalachicola River in Florida; provided that the prices charged by the lessee may at the option of the Administration from time to time be adjusted by it in order to establish or preserve uniform prices on all of the Island under jurisdiction of the Administration and/or assure a reasonable return to the lessee and the

Administration under this lease. The Administration reserves the right at its option at any time, from time to time, to prescribe and specify the size, weight, quality, character, quantity and other characteristics of every article, commodity and service sold or offered by the lessee, and the lessee covenants and agrees to observe and abide by the prescriptions and specifications of the Administration.

(k) To maintain a high standard of business efficiency; to maintain an adequate stock of merchandise properly displayed; to maintain the place of business and all furnishings and equipment in a clean and sanitary condition; and to take strict precautions and corrective measures to prevent cans, bottles, paper products, trash, etc., from the pier from littering the premises and/or adjacent beach and bathing areas.

(l) To indemnify and save harmless the Administration and Santa Rosa County, Florida, from all claims for injuries or damages arising or growing out of the operations and business of the lessee hereunder and to maintain adequate public liability insurance for all such claims and liability in a sufficient amount and with a company acceptable to the Administration, naming the Administration as an additional insured.

11. In case any portion of the rental is not paid on or before the time of payment herein fixed, or in case the lessee shall default in the performance or breach of any of the other covenants, conditions, terms and provisions of this lease and shall continue in such nonpayments, default or breach after thirty (30) days notice in writing from the Administration, then

the Administration, in any such event may declare this lease and terminate and take possession of the demised premises and all the improvements thereon, and this lease shall be at an end and in the same manner and with the same effect as if the original term of the lease had expired. In consideration of the substantial investment to be made by the lessee in improvements on the demised premises, the Administration agrees that the lessee shall not be liable for any rent for the unexpired portion of the original term of 25 years of this lease.

✓ 99 amended
years
3-26-74

12. Upon the expiration or sooner termination of this lease the lessee shall be allowed a period of 15 days in which to remove all of its personal property, including furnishings, and the lessee shall surrender possession of the improvements in as good a state and condition as reasonable use and wear will permit.

13. No failure, or successive failures, on the part of the Administration to enforce any covenants or agreement, or no waiver or successive waivers on its part of any conditions, agreement, covenants or provision herein shall operate as a discharge thereof or render the same invalid, or impair the right of the Administration to enforce the same in event of any subsequent breach or breaches. The acceptance of rent by the Administration shall not be deemed a waiver by it of any earlier breach by the lessee, except as to such covenants and conditions as may relate to the rent so accepted.

14. Each and all of the provisions, agreements, covenants, and conditions of this lease shall extend to, and shall bind and be obligatory, inure to the benefit of, the successors, sub-leasees and assigns of the parties.

15. If either the Administration or the lessee shall fail to perform or shall breach, any agreement of the lease other than the agreement of the lessee to pay rent, for ten (10) days after a written notice specifying the performance required shall have

been given to the party failing to perform the party so giving notice may institute action in a court of competent jurisdiction to terminate this lease or to compel performance of the agreement and the prevailing party in that litigation, shall be paid by the losing party all expenses of such litigation, including a reasonable attorney's fee.

16. The lessee shall have the right and option to renew the lease for an additional term of 25 years upon the same terms and conditions as recited herein, provided, however, that the rental payments based upon the per cent of the gross rentals and receipts shall be increased or decreased according to the increase or decrease in the consumer price index at the expiration of the original terms of this lease as compared to the original consumer price index on August 1, 1968.

17. Any part of the leased property which is not utilized by the lessee within the period of five years from the date hereof, may be released from the operation of this lease and revert to the Administration, at the option of the Administration.

18. In the event of any proposal by any one to conduct upon any property under the management of the Administration, any business in competition with the business of the lessee under the terms of this lease, the lessee shall have the right and option of first refusal of any such proposal.

IN WITNESS WHEREOF, this Agreement is executed, this 23 day of July, 1968.

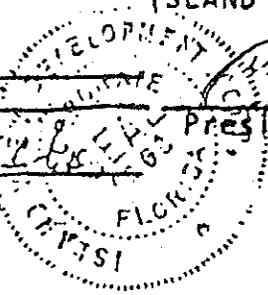


ATTEST:
[Signature]
 SECRETARY

SANTA ROSA COUNTY BEACH ADMINISTRATION
 BY *[Signature]* (SEAL)
 Chairman

ATTEST:
[Signature]
 SECRETARY

ISLAND VIEW DEVELOPMENT CORPORATION
[Signature] (SEAL)
 President



Amendment For Multi Family Units

AMENDMENT TO LEASE AGREEMENT

STATE OF FLORIDA
COUNTY OF SANTA ROSA

OR BOOK 257 PAGE 5
SANTA ROSA COUNTY, F.

WHEREAS, the Santa Rosa County Beach Administration did on the 23rd day of July, 1968, enter into a lease agreement with the Island View Development Corporation, and

WHEREAS, the Santa Rosa County Beach Administration and the Island View Development Corporation have mutually agreed upon an amendment to said lease,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That that certain lease agreement entered into between the Santa Rosa County Beach Administration and the Island View Development Corporation on the 23rd day of July, 1968, is hereby amended to include in addition to paragraph 2 therein the following:

" As an alternate purpose to which the lessee may put the demised premises during the term of this lease, consistent with all of the other obligations, covenants and promises herein contained, the lessee is granted the right to use the demised premises for the purpose of a multiple family dwelling and apartments provided that said use shall not be inconsistent with the Santa Rosa County Beach Administration's overall plan for the development of the area. Any plans for construction shall be subject to reasonable approval by the administration. The granting of this permission to use the demised premises for the alternate purposes does not in any way release the lessee from construction obligations heretofore agreed upon. It is the intent and purpose of this amendment to grant to the lessee the right to use the demised premises for purposes other than campground facilities should the lessee deem a different use in economics advisable provided that the change in the use of the demised premises do not in any way alternate or effect the lessee's obligations to the administration. It is not intended that the lessee's minimum payment be changed or that the heretofore agreed upon construction obligations should be changed. No other term, condition, promise or covenant of said lease is effected by this amendment."

EXECUTED by Santa Rosa County Beach Administration pursuant to majority action this the 16 day of September, 1969.

ATTEST:

[Signature]
Secretary

SANTA ROSA COUNTY BEACH ADMINISTRATION

BY: [Signature]
Chairman

ISLAND VIEW DEVELOPMENT CORPORATION

BY: [Signature]
President

ATTEST:

[Signature] Secretary

Santa Rosa Co. +
Professional Services

BOOK 221 PAGE 237

AMENDMENT TO LEASE

SANTA ROSA COUNTY, FLA.

STATE OF FLORIDA

OFF REC BOOK 524 PAGE 94

COUNTY OF SANTA ROSA

WHEREAS, the lessor herein leases to the lessee herein certain real estate in Escambia County, Florida, under terms and conditions set forth in that certain lease dated, July 23, 1968, between lessor and lessee and subsequent amendments thereto, and

WHEREAS, said lessee, Island View Development Corporation has previously sub-leased a portion of said premises to Buford Earnhardt, which said sub-lease has been cancelled by mutual agreement, and

WHEREAS, said Island View Development Corporation has resubleased said portion previously leased to Buford Earnhardt to Professional Services, Inc., and

WHEREAS, Santa Rosa County Beach Administration after due deliberation has agreed to amend the terms and conditions relative to the lease of that portion of the premises now held by said Professional Services, Inc., being of the opinion that said amendments shall be in the best interest of the Santa Rosa County Beach Administration.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said original lease to Island View Development Corporation dated July 23, 1968, as amended is hereby further amended with respect to that portion sub-leased to Professional Services, Inc., in the following particulars:

1. The terms and conditions of the original lease and amendments thereto shall relate to the original lessee as if the balance of the property now held by Island View Development Corporation after deducting that portion sub-leased to Professional Services, Inc., was the total property or premises originally leased.

2. All covenants, conditions and promises contained in the original lease and amendments thereto are binding upon and inure to the benefit of Professional Services, Inc., except as deleted or amended hereinafter.

3. That certain amendment dated January 27, 1970, by and between lessor and lessee herein is hereby cancelled and made null and void.

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RECORDED IN THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA AT THE OFFICE OF THE CLERK OF COURTS BY
RAY C. HOBBS, CLERK OF COURTS

4. Paragraph one of the original lease is hereby amended by adding thereto the following sentence. "The term of this lease with regard only to that portion of the leased premises sub-leased to Professional Services, Inc., shall be 75 years counting retroactively from July 23, 1968.

5. Paragraph 16 of said original lease is hereby amended by adding to said paragraph the following sentence. "This paragraph and options granted herein shall not apply to a portion of said leased premises sub-leased to Professional Services, Inc.

6. That portion of the base minimum annual rental to be borne by the sub-lease, Professional Services, Inc., or their assigns, shall be \$1,500.00, or five per cent (5%) of the gross receipts whichever is greater, which said portion of the base minimum annual rent shall be due on each anniversary of the original lease; that is, July 23 of each year during the term of the lease.

7. It is specifically understood that building requirements set forth in the original lease shall in no way affect that portion of the original premises sub-leased to Professional Services, Inc; it being the intent of the Santa Rosa County Beach Administration to continue in effect the building requirements in the original lease but to limit their application to that portion of the demised premises retained by Island View Development Corporation.

8. Paragraph 10, sub L of the original lease dated July 23, 1968, shall remain in full force and effect and shall apply to the sub-lessee, Professional Services, Inc., but that portion requiring the lessee to obtain public liability insurance shall not be applicable until the sub-lessee has actively begun construction or operation of some business activities.

IN WITNESS WHEREOF we have hereunto set our hands and seals this the 11th day of August, 1970.

Signed, sealed and delivered in the presence of:

SANTA ROSA COUNTY BEACH ADMINISTRATION

Ray A. Heret

By: W.D. Moore Jr
Chairman

ATTEST:
Mano B. ...
Secretary



2

2

Island View to Professional Services

ASSIGNMENT

STATE OF FLORIDA)
 COUNTY OF ESCAMBIA)

OR BOOK 221 PAGE 243
 HISTORIC BOOK 524 PAGE 97

SANTA ROSA COUNTY, FLA

WHEREAS, the SANTA ROSA COUNTY BEACH ADMINISTRATION, as an Agency of Santa Rosa County, Florida, did on the 23rd day of July, 1968, lease to ISLAND VIEW DEVELOPMENT CORPORATION, a Florida corporation, certain property in Escambia County, Florida, which lease was amended by that amendment dated September 16, 1969, executed by SANTA ROSA COUNTY BEACH ADMINISTRATION and ISLAND VIEW DEVELOPMENT CORPORATION; and

WHEREAS, ISLAND VIEW DEVELOPMENT CORPORATION, a Florida corporation, hereinafter called the "Assignor," does desire to assign said lease above described insofar as the same does apply to the following described property, to-wit:

The East 300 feet of the North 1152 feet of the West 2601.52 feet of Navarre Beach Residential Area, Section 1, as recorded in Plat Book "B", at Pages 90, 91, and 92 of the records of Santa Rosa County, Florida, and Plat Book 5, at Page 91 of the records of Escambia County, Florida.

NOW, THEREFORE, ISLAND VIEW DEVELOPMENT CORPORATION, a Florida corporation, executes and delivers the following assignment.

KNOW ALL MEN BY THESE PRESENTS: THAT ISLAND VIEW DEVELOPMENT CORPORATION, Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, transfer and set over unto PROFESSIONAL SERVICES, INC., an Indiana corporation, the "Assignee," all its right, title and interest in and to that certain lease above described insofar as the same does apply to the above described property.

The Assignor warrants that it has good right to assign that interest herein assigned under the terms of that original lease and the amendment thereto, and that the Assignor has made no prior assignment of his leasehold interest except as may have been made and subsequently cancelled, and that such interest therein is clear of all encumbrances, except as hereinafter described.

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11-29-69
 1-15-71
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 1-12

STATE OF INDIANA)

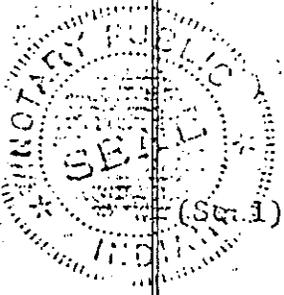
COUNTY OF VANDERBURGH) BOOK 221 PAGE 242

SANTA ROSA COUNTY, FLA.

ETIHC BOOK 024 PAGE 99

BEFORE ME, the undersigned authority, personally appeared Betty M. Hovda and Richard B. Hovda known to me to be the President and Secretary, respectively, of Professional Services, Inc., and they acknowledged that they executed the foregoing Assignment for the uses and purposes therein expressed.

WITNESS my hand and official seal this 15th day of September 1970.



William D. Friel
Notary Public
My Commission Expires:

THIS INSTRUMENT PREPARED BY:

ROBERT E. LEE
Attorney at Law
Post Office Drawer 1447
Fort Walton Beach, Florida 32548

FILED
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U.S. DISTRICT COURT

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AMENDMENT TO LEASE AGREEMENT

BOOK 257 PAGE 572
SANTA ROSA COUNTY, FLA.

STATE OF FLORIDA
COUNTY OF SANTA ROSA

WHEREAS, the Santa Rosa County Beach Administration did on the 23rd day of July, 1968, enter into a lease agreement with the Island View Development Corporation, and

WHEREAS, the Santa Rosa County Beach Administration and the Island View Development Corporation have mutually agreed upon an amendment to said lease,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That that certain lease agreement entered into between the Santa Rosa County Beach Administration and the Island View Development Corporation on the 23rd day of July, 1968, is hereby amended to include in addition to paragraph 2 therein the following:

" As an alternate purpose to which the lessee may put the demised premises during the term of this lease, consistent with all of the other obligations, covenants and promises herein contained, the lessee is granted the right to use the demised premises for the purpose of a multiple family dwelling and apartments provided that said use shall not be inconsistent with the Santa Rosa County Beach Administration's overall plan for the development of the area. Any plans for construction shall be subject to reasonable approval by the administration. The granting of this permission to use the demised premises for the alternate purposes does not in any way release the lessee from construction obligations heretofore agreed upon. It is the intent and purpose of this amendment to grant to the lessee the right to use the demised premises for purposes other than campground facilities should the lessee deem a different use in economics advisable provided that the change in the use of the demised premises do not in any way alternate or effect the lessee's obligations to the administration. It is not intended that the lessee's minimum payment be changed or that the heretofore agreed upon construction obligations should be changed. No other term, condition, promise or covenant of said lease is effected by this amendment."

EXECUTED by Santa Rosa County Beach Administration pursuant to majority action this the 16 day of September, 1969.

ATTEST:

[Signature]
Secretary

SANTA ROSA COUNTY BEACH ADMINISTRATION

BY: [Signature]
Chairman

ISLAND VIEW DEVELOPMENT CORPORATION

BY: [Signature]
President

ATTEST:

[Signature] Secretary

SANTA ROSA COUNTY, FLA.
AMENDMENT TO LEASE

SANTA ROSA COUNTY, FLA.
THIS INSTRUMENT WAS PREPARED BY
T. SOL JOHNSON, ATTORNEY
P.O. BOX 605
MILTON, FLORIDA

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The lease agreement, entered into between and by Santa Rosa County Beach Administration as an agency of Santa Rosa County, Florida, and Island View Development Corporation, a Florida corporation, dated July 23, 1968, and found recorded in:

_____ of the _____ County, is hereby amended to read as follows:

PARAGRAPH 6 thereof is hereby amended as follows:

6. Title to any building or other improvements of a permanent character that shall be erected or placed upon the demised premises by the lessee shall forthwith vest in said Administration, subject, however to the terms of this lease. Lessee agrees to construct campsites as follows: 100 sites with all necessary water, light hookups, roads, comfort stations and other necessary buildings and camp facilities to be completed for use by May of 1969; 200 or more sites and facilities as shown on attached plan to be completed by May, 1971; and the balance of 200 as shown on attached plan to be completed by May, 1981. In the event lessee shall not complete the facilities and improvements as described herein, without delay after the water lines are provided to the leased premises, but not later than the time specified herein, the Administration shall thereupon have the right and option to terminate this lease after first giving to the lessee sixty days written notice requesting the lessee to complete the facilities and the lessee's failure thereafter to do so.

PARAGRAPH 17 thereof should read as follows:

17. Any part of the leased premises which is not utilized by the lessee within the period of ten years from the date hereof, shall be released from the operation of this lease and revert to the Administration, at the option of the Administration.

All other covenants, agreement and provisions of the original lease dated July 23, 1968, between Santa Rosa County Beach Administration and Island View Development Corporation, remain in full force and effect.

OCT 7 1969
MILTON, FLA.
T. SOL JOHNSON

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10-20-69
RECORDED

198... 157... 25 / PAGE 574
SANTA ROSA COUNTY, FLA.

IN WITNESS WHEREOF, we have hereunto set our hands and

seals this the 29 day of September, 1969.

Signed, sealed and delivered in the presence of:

SANTA ROSA COUNTY BEACH ADMINISTRATION

BY: Maurice Presley
Chairman

[Signature]
Secretary

ISLAND VIEW DEVELOPMENT CORPORATION

BY: [Signature]
President

ATTEST

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF SANTA ROSA

Before me, the undersigned authority, personally appeared Maurice Presley, well known to me to be the Chairman of Santa Rosa County Beach Administration, and acknowledged that he executed the foregoing instrument for and in the name of said Administration as its chairman and caused its seal to be affixed, pursuant to due and legal action of said Administration authorizing him so to do.

WITNESS my hand and official seal this 29 day of September, 1969.

NOTARY PUBLIC
STATE OF FLORIDA
COUNTY OF SANTA ROSA

John D. Kearney
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA, EXPIRES BY COMMISSION EXPIRES OCT. 15, 1970 BONDED THROUGH FRED W. DIEBTELMAN

Before me the undersigned authority personally appeared and known to me to be the individuals described by said names who executed the foregoing instrument, and to be the President and Secretary of the Island View Development Corporation, a corporation, and acknowledged and declared that they as President and Secretary of said corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and seal official this the 29 day of September, 1969.

407368

John D. Kearney
Notary Public
My Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA
COUNTY OF SANTA ROSA

FILED & RECORDED IN THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLA. ON

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NOTARY PUBLIC, STATE OF FLORIDA, EXPIRES BY COMMISSION EXPIRES OCT. 15, 1970 BONDED THROUGH FRED W. DIEBTELMAN

ADDITIONAL BACKGROUND INFORMATION

USE OF LEASED PREMISES

IT IS THE PURPOSE OF THIS AMENDMENT TO GRANT TO THE LESSEE THE RIGHT TO USE THE PREMISES FOR PURPOSES OTHER THAN THE DESIGNATED APARTMENT OR CAMPGROUND FACILITIES SHOULD THE LESSEE DETERMINE A DIFFERENT USE INCLUDING TOWNHOUSES OR SINGLE FAMILY LOTS AND HOMES IS ECONOMICALLY ADVISABLE. LESSEE AGREES TO DELETE CAMPGROUND FACILITIES AS A USE IF SINGLE FAMILY LOTS AND HOMES USE IS APPROVED BY THE SANTA ROSA COUNTY COMMISSION.

CONVEYANCE OF LOTS; ASSIGNMENT OF LEASE

LESSEE MAY ASSIGN THIS LEASE IN WHOLE OR AS TO ANY PORTION OF THE LEASED PREMISES, WHICH HAS BEEN PLATTED AS AN INDIVIDUAL LOT. IT IS EXPRESSLY AGREED THAT THE SALE OF A PLATTED LOT IMPROVED OR UNIMPROVED SHALL BE CONSIDERED AN ASSIGNMENT OR SUBLETING, SUBJECT TO THE CONTINUING OBLIGATIONS OF THIS LEASE.

THE ASSIGNEE OF A PORTION OF THE LESSEE RELATING TO A LOT SHALL BE KNOWN AS A LOT LESSEE.

LESSEE FEE

UPON THE ASSIGNMENT BY ORIGINAL LESSEE OR LOT LESSEE OF ANY LOT WITH OR WITHOUT IMPROVEMENTS, THE ANNUAL LEASE WILL BE SET AT \$250 UNLESS MODIFIED BY THE VOTE OF THE COUNTY COMMISSION

TERM OF LEASE

THE TERM OF THE LEASE IS FOR 99 YEARS BEGINNING ON THE EFFECTIVE DATE THIS LEASE SHALL AUTOMATICALLY RENEW FOR AN ADDITIONAL 99 YEAR TERM SO LONG AS THE LESSEE IS NOT IN DEFAULT UNDER THIS LEASE

PAYMENT OF PAST DUE TAXES

ALL PAST DUE TAXES WILL BE PAID PRIOR TO THE ISSUENCE OF A DEVELOPMENT ORDER.