

This Instrument Prepared By:  
Dana Marcum  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Connonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

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

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SOVEREIGNTY SUBMERGED LANDS LEASE

BOT FILE NO. 460345211  
PA NO. 46-0132735-005-DF

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Sparkling Waters Home Owners Association, Inc., a Florida nonprofit comoration. hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 21,  
Township 02 South, Range 25 West, in Santa Rosa Sound,  
Okaloosa County, containing 6.402 square feet, more or less,  
as is more particularly described and shown on Attachment A,  
dated March 22, 2010.

TO HAVE THE USE OF the hereinabove described premises for a period of 5 years from May 4, 2010, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 12-slip docking facility exclusively to be used for the mooring of recreational vessels in conjunction with an upland subdivision, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 29, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection, Consolidated Wetland Resource Permit No. 46-0132735-005-DF, dated May 4, 2010, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$981.30 and 25 percent surcharge, plus sales tax pursuant to Section 212.03 1, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/userholder that if the wet slip renter/userholder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/userholder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/userholder.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the State of Florida Department of Environmental Protection, Consolidated Wetland Resource Permit. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in **Attachment B** without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain the interest in the riparian upland property that is more particularly described in Attachment **B** and by reference made a part hereof together with the riparian rights appurtenant thereto, and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute and documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. VENUE: Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Sparkling Waters Home Owners Association, Inc.  
552 Shimmering Lane  
Mary Esther, Florida 32569

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

15. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. NON-DISCRIMINATION: The 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 area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

20. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in **Attachment B**, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon Lessee and Lessee's successors in title or successors in interest.

21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. REMOVAL COSTS LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 21 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in **Attachment B**. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

23. RECORDATION OF LEASE: The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

24. RIPARIAN RIGHTS IF FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

25. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/ MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

27. ACOE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

28. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

29. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

30. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

31. SPECIAL LEASE CONDITIONS:

A. The Lessee shall prohibit any mooring, on either a temporary or permanent basis, along any portion of the access pier. To ensure compliance, the Lessee agrees to place and maintain: (1) a 3-foot high railing along the entire access pier, and (2) signs advising boaters that mooring either on a temporary or permanent basis is prohibited.

B. Within 10 days of completion of the docking facility, handrails and "no-mooring" signs shall be installed along all portions of the docking facility adjacent to non-mooring areas. Handrails shall be constructed to eliminate access to the docking facility by boaters and shall be maintained for the life of the docking facility.

C. Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length including all parts and accessories such as outboard motors, bow pulpits, and swim platforms.

D. Vessels that either do not possess a current vessel registration and title as required by Chapters 327 and 328, Florida Statutes, or do not have a current vessel registration and title as required in another state or country are prohibited within the leased premises.

E. All vessels that moor, dock, or otherwise use the leased premises shall be maintained in a fully operational condition.

F. By May 1, 2015, the Lessee shall amend the Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 2508, Page 156, Public Records of Okaloosa County, Florida, to include a specific reference that the docking facility is on state-owned sovereignty submerged lands and subject to Sovereignty Submerged Lands Lease No. 460345211 and provide the Lessor a copy of the recorded amendment to declaration evidencing this specific reference.



WITNESSES:

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

Original Signature

(SEAL)

Print/Type Name of Witness

BY:

Jeffery M. Gentry, Operations and Management Consultant  
Manager, 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

Original Signature

Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Jeffery M. Gentry, Operations and Management Consultant Manager, 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. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:

Notary Public, State of Florida

DEP Attorney

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. \_\_\_\_\_

WITNESSES:

Sparkling Waters Home Owners Association, Inc.,  
a Florida nonprofit corporation (SEAL)

Adele M. Nacco  
Original Signature

BY: Barry S. Graham JUL 6, 2010  
Original Signature of Executing Authority

ADELE M NACCO  
Typed/Printed Name of Witness

Barry S. Graham  
Typed/Printed Name of Executing Authority

Arlene Kosciolok  
Original Signature

President  
Title of Executing Authority

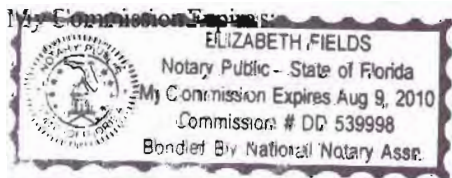
Arlene Kosciolok  
Typed/Printed Name of Witness

"LESSEE"

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 6th day of July, 2010, by  
Barry S. Graham as President of Sparkling Waters Home Owners Association, Inc., a Florida nonprofit corporation, for and on  
behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_, as identification.



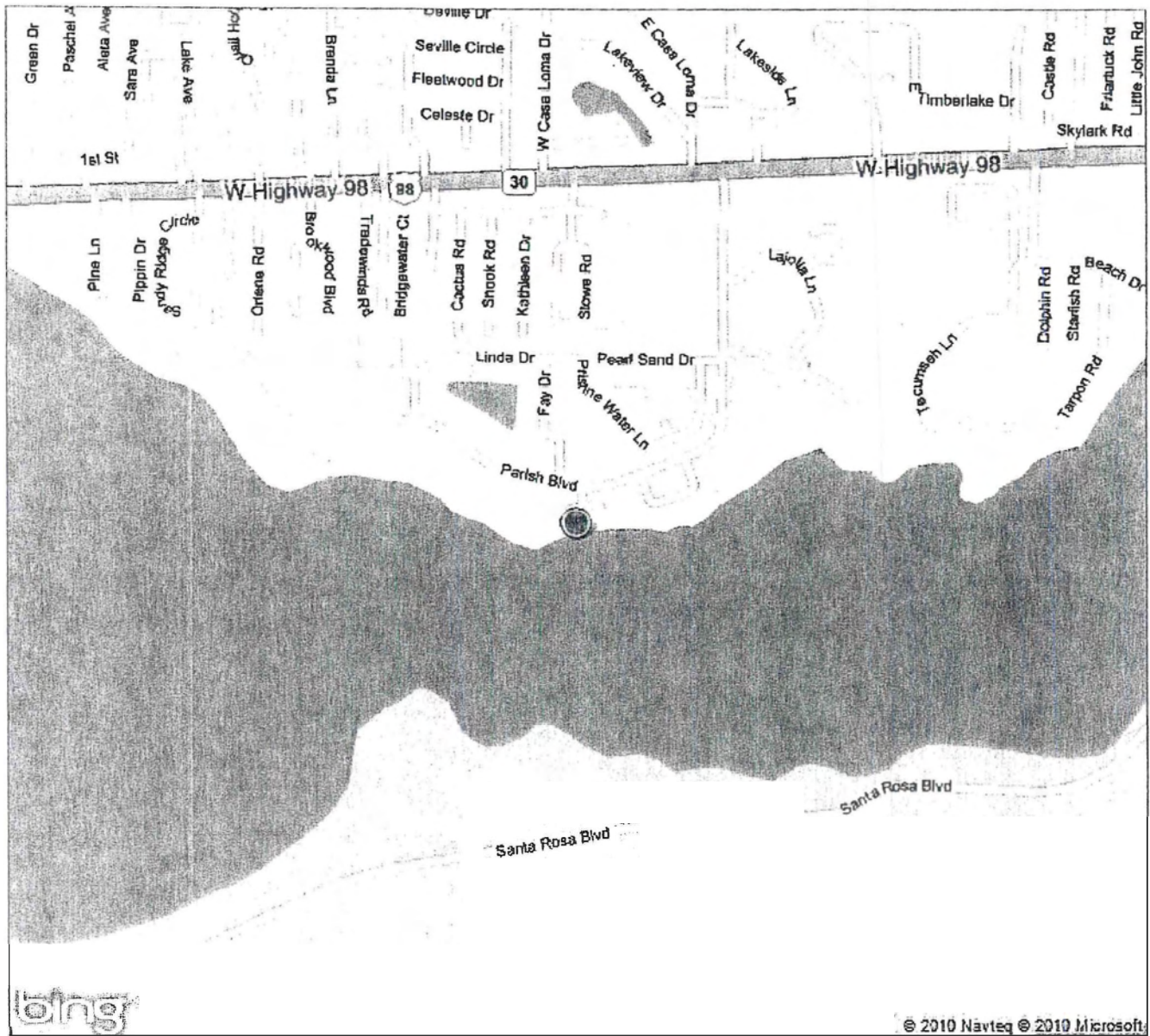
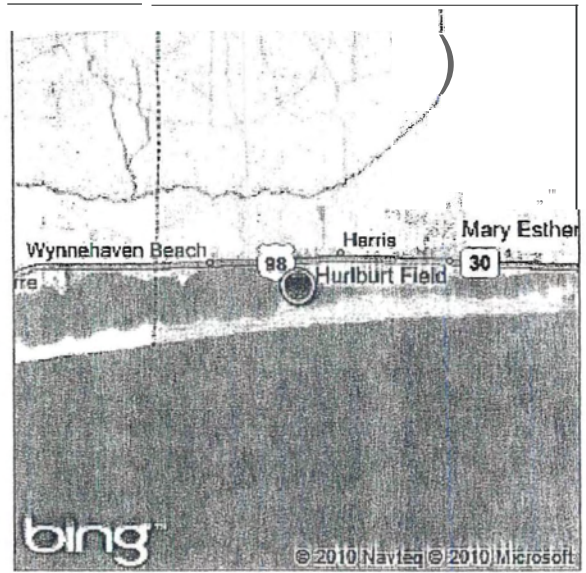
Elizabeth Fields  
Signature of Notary Public

Notary Public, State of Florida

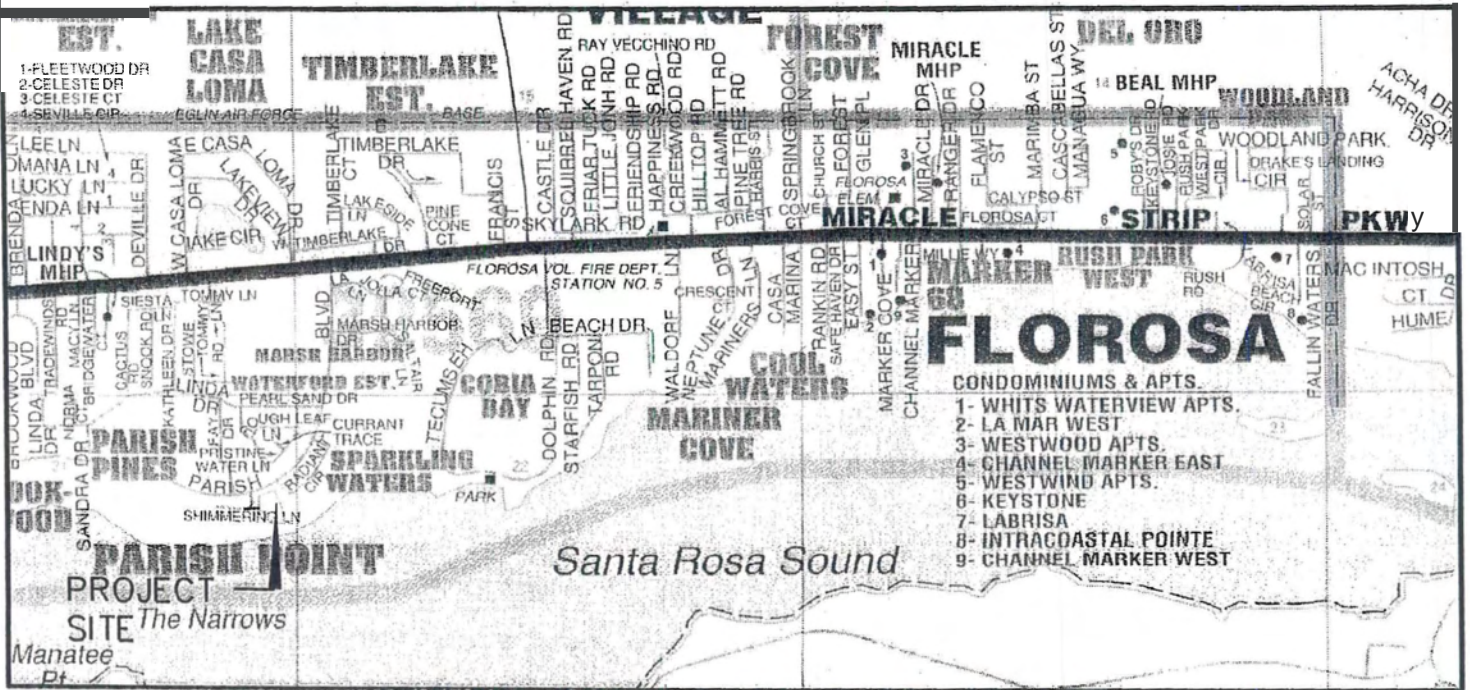
Elizabeth Fields  
Printed, Typed or Stamped Name

Commission/Serial No. \_\_\_\_\_

552 Shimmering Ln, Mary Esther, FL 32569-3422







LATITUDE: 30°24'14" LONGITUDE: 86°45'02"

DATUM OF 1983, MAPPING ZONE FLORIDA NORTH 0903  
U.S. STATE PLANE

NOTES

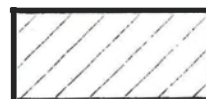
1. DEEDS, DESCRIPTIONS, EASEMENTS, OR OTHER INSTRUMENTS MAY EXIST THAT AFFECT THE SUBJECT PROPERTY, THAT WERE NOT PROVIDED IN TITLE WORK RECEIVED BY UNDERSIGNED.
2. SPECIFIC PURPOSE SURVEY WAS PERFORMED TO LOCATE EXISTING STRUCTURES AND SOUNDINGS FOR SHOWING PROPOSED SUBMERGED LAND LEASE AREA.
3. PROPERTY OWNER IS SPARKLING WATERS HOME OWNERS ASSOCIATION INC.
4. TOTAL LENGTH OF RIPARIAN SHORLINE IS 180± FEET. TOTAL LENGTH OF RIPARIAN SHORELINE WITHIN LEASE AREA IS 6± FEET.
5. THE BEARINGS SHOWN HEREON ARE REFERENCED TO A BEARING OF SOUTH 70 DEGREES 58 MINUTES 05 SECONDS WEST ALONG THE SOUTH RIGHT OF WAY LINE OF PARISH BOULEVARD (66' R/W) AS PER (GPS) OBSERVATION STATE PLANE MAPPING ZONE FLORIDA NORTH 903 NORTH AMERICAN DATUM OF 1983.
6. MEAN HIGH WATER LINE ELEVATION IS 0.88 FEET (NAVD 88) MEAN LOW WATER IS -0.28' (NAVD 88). (FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION) BEACHES AND SHORES DIVISION DATA 10# 3500 THROUGH LABINS. MEAN HIGH WATER PROCEDURE HAS BEEN APPROVED BY BSM.
7. THE VERTICAL DATUM SHOWN HEREON IS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988, FROM FLORIDA DEPARTMENT OF TRANSPORTATION (GPS) NETWORK BASE STATION
8. CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND (TIIF) OF THE STATE OF FLORIDA.

DENOTES:

- ⊗ ~ 1/2" CAPPED IRON ROO. NUMBERED 7277 (PLACED)
- ⊙ ~ 1/2" CAPPED IRON ROO, NUMBERED 2355 (FOUND)
- ⊕ ~ BENCHMARK
- (D) ~ DEED OR DESCRIPTION INFORMATION
- (F) ~ FIELD INFORMATION
- (P) ~ PLATTED INFORMATION
- R/W ~ RIGHT OF WAY
- P.C. ~ POINT OF CURVATURE
- (GPS) ~ GLOBAL POSITIONING SYSTEM



~ PREEMPTED AREA



~ CONSERVATION EASEMENT

SCALE: AS SHOWN

THIS IS A FIELD SURVEY



NORTHWEST FLORIDA LAND SURVEYING, INC.  
A PROFESSIONAL SERVICE ORGANIZATION

SHEET 1 OF 12  
7142 BELGIUM CIRCLE  
PENSACOLA, FL 32526  
(850) 432-1052

DESGRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

SUBMERGED LAND LEASE AREA  
DESGRIDED AS FOLLOWS:


COMMENCE AT THE **SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 25 WEST, OKALOOSA COUNTY, FLORIDA** (LATITUDE. **30°24'28.3"**, LONGITUDE. **86°44'55.7"**); THENCE **60 NORTH 87 DEGREES 34 MINUTES 08 SECONDS WEST** ALONG THE **SOUTH LINE OF A PORTION OF PARCEL NO. 1, PLAT OF CASA LOMA AS RECORDED IN PLAT BOOK. 3 AT PAGE 49 OF THE PUBLIC RECORDS OF SAID COUNTY**; THENCE **60 SOUTH 02 DEGREES 26 MINUTES 04 SECONDS WEST** ALONG THE **EAST LINE OF PARISH PINES SUBDIVISION AS RECORDED IN PLAT BOOK. 9 AT PAGE 83 OF THE PUBLIC RECORDS OF SAID COUNTY** FOR A **DISTANCE OF 1133.12 FEET** TO A POINT ON THE **NORTH RIGHT OF WAY LINE OF PARISH BOULEVARD (66' R/W)**; THENCE **60 SOUTH 02 DEGREES 26 MINUTES 04 SECONDS WEST** FOR A **DISTANCE OF 66.76 FEET** THE **NORTHWEST CORNER OF BLOCK D. SPARKLING WATERS SUBDIVISION AS RECORDED IN PLAT BOOK 11 AT PAGE 93 OF THE PUBLIC RECORDS OF SAID COUNTY SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF PARISH BOULEVARD** (LATITUDE. **30°24'16.1"**, LONGITUDE. **86°45'07.4"**); THENCE **60 SOUTH 78 DEGREES 48 MINUTES 24 SECONDS EAST** ALONG SAID **SOUTH RIGHT OF WAY LINE OF PARISH BOULEVARD** FOR A **DISTANCE OF 83.42 FEET** TO THE POINT OF CURVATURE OF A GURVE **BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 588.43 FEET**; THENCE **60 EASTERLY** ALONG THE **ARC OF SAID CURVED RIGHT OF WAY OF PARISH BOULEVARD** FOR AN **ARC DISTANCE OF 234.11 FEET (DELTA= 22°48'05", CHORD BEARING= N88°45'15"E, CHORD DISTANCE= 232.63 FEET** TO THE **NORTHWEST CORNER OF THE COMMON AREA PARCEL AS PER THE RECORD PLAT OF SPARKLING WATER AS RECORDED IN PLAT BOOK I AT PAGE 93 OF THE PUBLIC RECORDS OF SAID COUNTY**; THENCE **60 SOUTH 02 DEGREES 26 MINUTES 04 SECONDS WEST** ALONG THE **WEST LINE OF SAID COMMON AREA** FOR A **DISTANCE OF 112.61 FEET** TO A POINT ON THE **NORTH RIGHT OF WAY LINE OF SHIMMERING LANE (40' R/W)**; THENCE **60 SOUTH 00 DEGREES 31 MINUTES 41 SECONDS EAST** FOR A **DISTANCE OF 20.08 FEET** ALONG THE **WEST LINE OF SAID COMMON AREA**; THENCE **60 SOUTH 06 DEGREES 08 MINUTES 52 SECONDS EAST** ALONG THE **WEST LINE OF SAID COMMON AREA** FOR A **DISTANCE OF 20.29 FEET** TO A POINT ON THE **SOUTH RIGHT OF WAY LINE OF SAID SHIMMERING LANE**; THENCE **60 SOUTH 68 DEGREES 42 MINUTES 35 SECONDS EAST** ALONG THE **WEST LINE OF SAID COMMON AREA** FOR A **DISTANCE OF 90.19 FEET**; THENCE **60 SOUTH 02 DEGREES 26 MINUTES 04 SECONDS WEST** ALONG THE **WEST LINE OF SAID COMMON AREA** FOR A **DISTANCE OF 66.21 FEET**; THENCE **60 SOUTH 02 DEGREES 26 MINUTES 04 SECONDS WEST** FOR A **DISTANCE OF 52.51 FEET** TO A POINT ON THE **MEAN HIGH WATER LINE OF SANTA ROSA SOUND**; THENCE **60 SOUTH 85 DEGREES 19 MINUTES 41 SECONDS EAST** ALONG SAID **MEAN HIGH WATER LINE** FOR A **DISTANCE OF 2.42 FEET**; THENCE **60 SOUTH 85 DEGREES 19 MINUTES 41 SECONDS EAST** ALONG SAID **MEAN HIGH WATER LINE** FOR A **DISTANCE OF 19.14 FEET**; THENCE **60 SOUTH 86 DEGREES 01 MINUTES 12 SECONDS EAST** ALONG SAID **MEAN HIGH WATER LINE** FOR A **DISTANCE OF 3.26 FEET** TO THE POINT OF BEGINNING; THENCE **60 SOUTH 02 DEGREES 34 MINUTES 46 SECONDS WEST** FOR A **DISTANCE OF 162.64 FEET**; THENCE **60 NORTH 87 DEGREES 30 MINUTES 33 SECONDS WEST** FOR A **DISTANCE OF 22.51 FEET**; THENCE **60 SOUTH 02 DEGREES 14 MINUTES 51 SECONDS WEST** FOR A **DISTANCE OF 94.83 FEET**; THENCE **60 SOUTH 87 DEGREES 45 MINUTES 03 SECONDS EAST** FOR A **DISTANCE OF 58.84 FEET**; THENCE **60 NORTH 02 DEGREES 14 MINUTES 51 SECONDS EAST** FOR A **DISTANCE OF 80.07 FEET**; THENCE **60 NORTH 14 DEGREES 56 MINUTES 40 SECONDS WEST** FOR A **DISTANCE OF 15.42 FEET**; THENCE **60 NORTH 49 DEGREES 16 MINUTES 04 SECONDS WEST** FOR A **DISTANCE OF 16.10 FEET**; THENCE **60 NORTH 87 DEGREES 40 MINUTES 24 SECONDS WEST** FOR A **DISTANCE OF 15.00 FEET**; THENCE **60 NORTH 02 DEGREES 30 MINUTES 29 SECONDS EAST** FOR A **DISTANCE OF 152.43 FEET** TO A POINT ON THE **AFORESAID MEAN HIGH WATER LINE OF SANTA ROSA SOUND**; THENCE **60 NORTH 86 DEGREES 01 MINUTES 12 SECONDS WEST** ALONG SAID **MEAN HIGH WATER LINE OF SANTA ROSA SOUND** FOR A **DISTANCE OF 3.86 FEET** TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF **SECTION 21, TOWNSHIP 2 SOUTH, RANGE 25 WEST OKALOOSA COUNTY, FLORIDA** AND CONTAINS **6,402 SQUARE FEET. 0.15 ACRES MORE OR LESS.**

DESGRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

UPLAND PARCEL

ALL OF THAT PORTION OF SPARKLING WATERS SUBDIVISION KNOWN AS COMMON AREA AS PER THE RECORD PLAT OF SAID SPARKLING WATER AS FILED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY IN PLAT BOOK 11 AT PAGE 93 OF THE PUBLIC RECORDS OF SAID COUNTY.

**NORTHWEST FLORIDA LAND SURVEYING, INC.**  
**7142 BELGIUM CIRCLE A FLORIDA 32526**

  
**FRED R. THOMPSON, PROFESSIONAL LAND SURVEYOR** 3-22-2010  
REGISTRATION NUMBER 3027 CORP. NUMBER 7277

SCALE: AS SHOWN

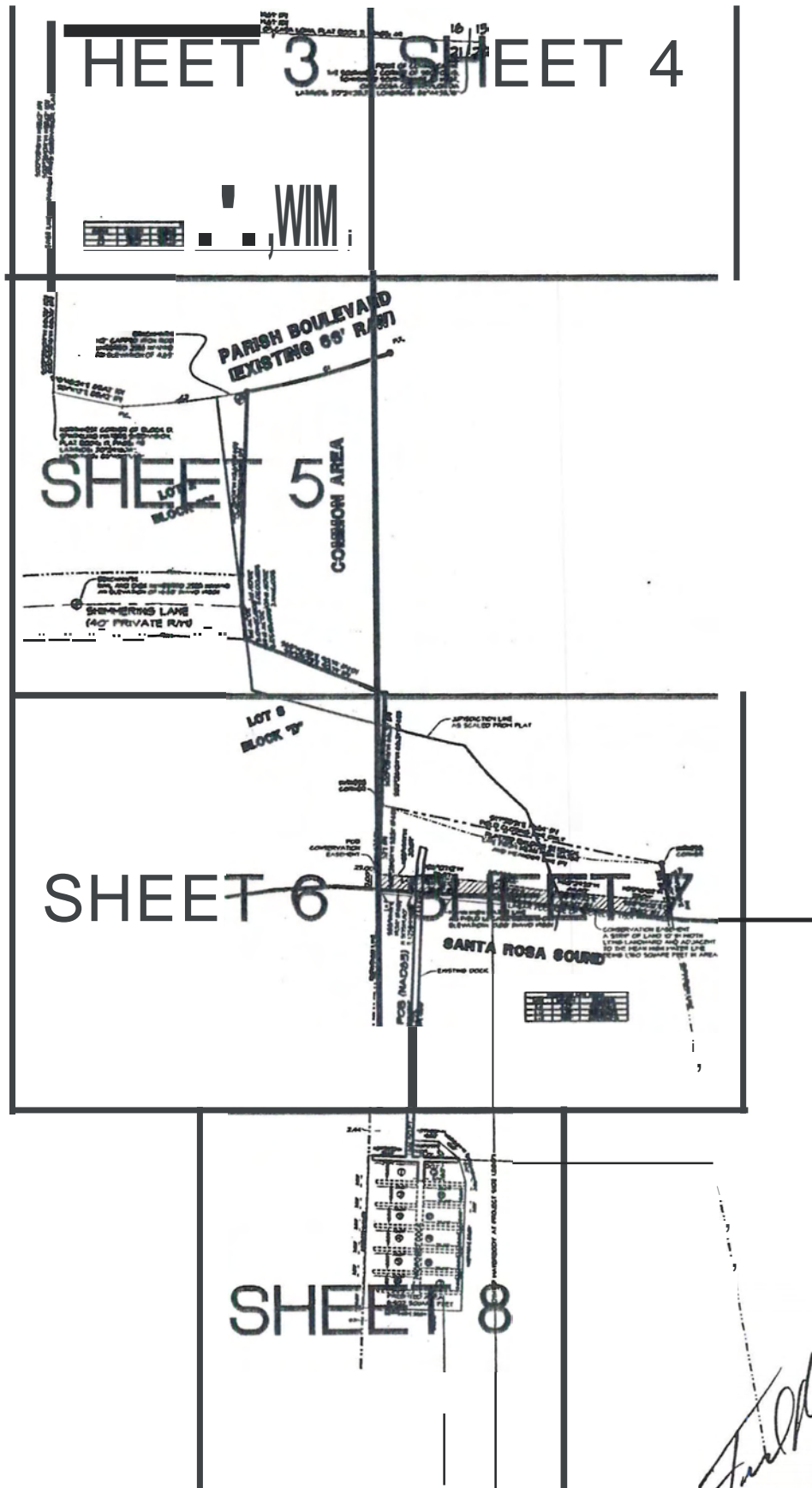
STATE OF FLORIDA



THIS IS A FIELD SURVEY  
**NORTHWEST FLORIDA LAND SURVEYING, INC.**  
A PROFESSIONAL SERVICE ORGANIZATION

SHEET 10 OF 12  
7142 BELGIUM CIRCLE  
Pensacola, FL 32526  
(850) 432-1052





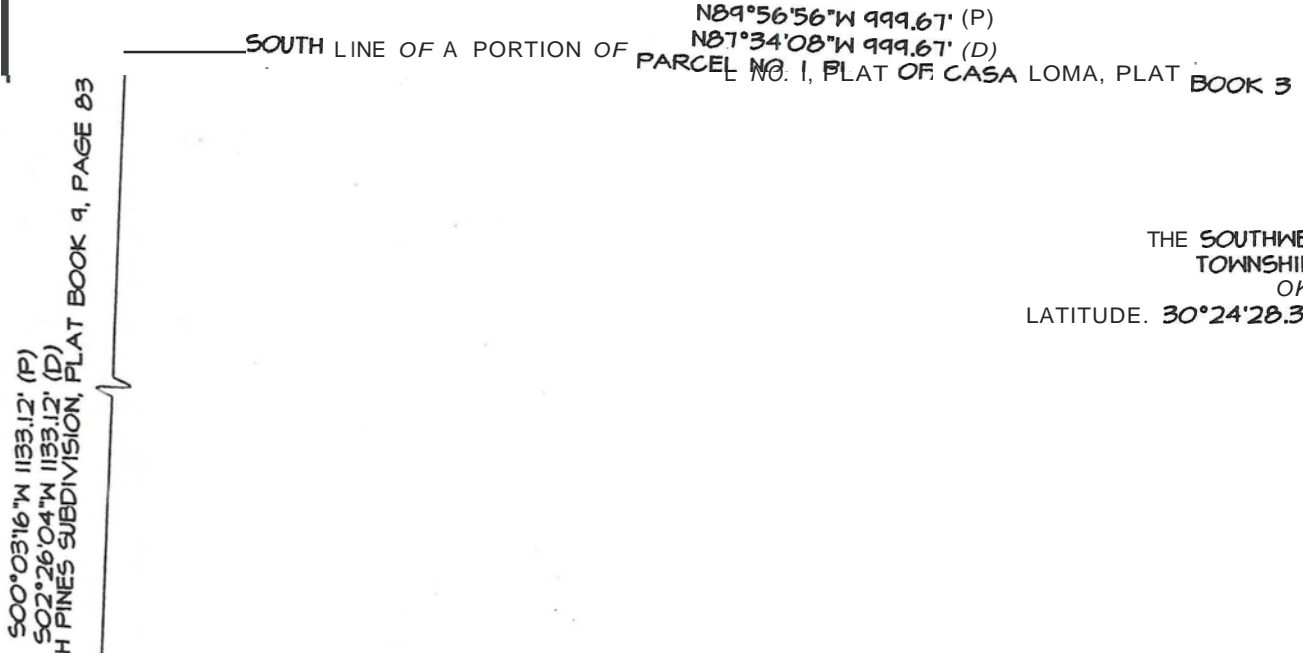
SCALE: 1"=100'

SCALE: AS SHOWN



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PROPERTY LINE CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA-ANGLE	TANGENT	CHORD	CHORD-BEARING
C1	90.02'	588.43'	8°45'31"	45.10	89.94'	N12°58'15"E
C2	234.17'	588.43'	22°48'05"	118.66	232.63'	N88°45'15"E



GRAPHIC SCALE: 1"=30'

SCALE:AS SHOWN

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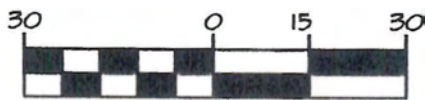




PAGE: 49

16 15  
21 22

POINT OF COMMENCEMENT  
;T CORNER OF SECTION 15.  
2 SOUTH, RANGE 25 WEST,  
ALDOOSA COUNTY, FLORIDA  
" LONGITUDE. 86°44'55.76"



GRAPHIC SCALE: 1"=30'

SCALE:AS SHOWN

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S02°26'04"W 66.76' (D)  
S00°03'16"W 66.76' (P)

BENCHMARK  
1/2" GAPPED IRON ROD  
NUMBERED 2355 HAVING  
AN ELEVATION OF 4.63'

PARISH BOULEVAP  
(EXISTING 66' R/W)

S78°48'24"E 83.42' (D)  
S81°11'12"E 83.42' (P)

R/W

p.c.



NORTHWEST CORNER OF BLOCK D,  
SPARKLING WATERS SUBDIVISION,  
PLAT BOOK. 11, PAGE: q3  
LATITUDE: 30°24'16.14",  
LONGITUDE: 86°45'07.48"

LOT 2  
BLOCK "C"

S02°26'04"W 112.67' (F&D)  
S00°03'16"W 112.67' (P)

COMMON AREA

R/W

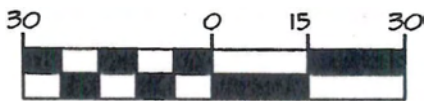
BENCHMARK  
NAIL AND DISK NUMBERED 2355 HAVING  
AN ELEVATION OF =6.53' (NAVD 1988)

SHIMMERING LANE  
(40' PRIVATE R/W)

R/W

S00°37'41"E  
20.05' (F&D) 506.0552"E  
S03°00'30"E 20.24' (F&D)  
20.05' (P) 508.2840"E  
20.24' (P)

S68°42'35"E 90.79' (F&D)  
S71°05'23"E 90.79' (P)



GRAPHIC SCALE: 1"=30'

SCALE: AS SHOWN

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LOT 8  
BLOCK 'D'

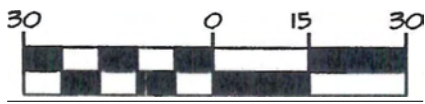


WITNESS  
CORNER

pos  
CONSERVATION  
EASEMENT

42.50'  
23.00'  
0.00'

RIPARIAN LINE



GRAPHIC SCALE: 1"=30'

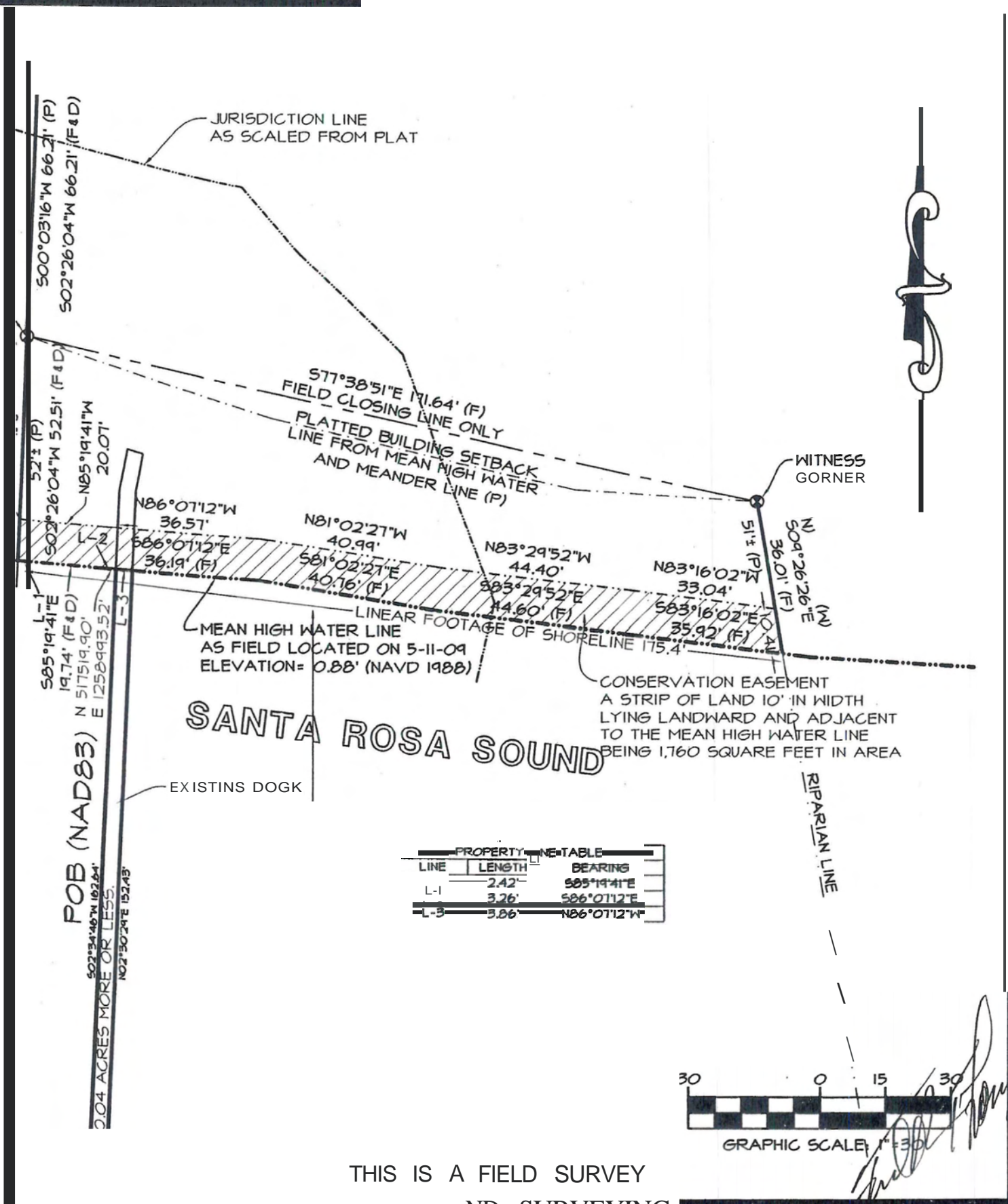
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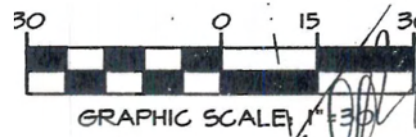
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SHEET 6 OF 12  
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SANTA ROSA SOUND

LINE	LENGTH	BEARING
L-1	2.42'	S05°14'41\"E
L-2	3.26'	S06°01'12\"E
L-3	3.86'	N06°01'12\"W



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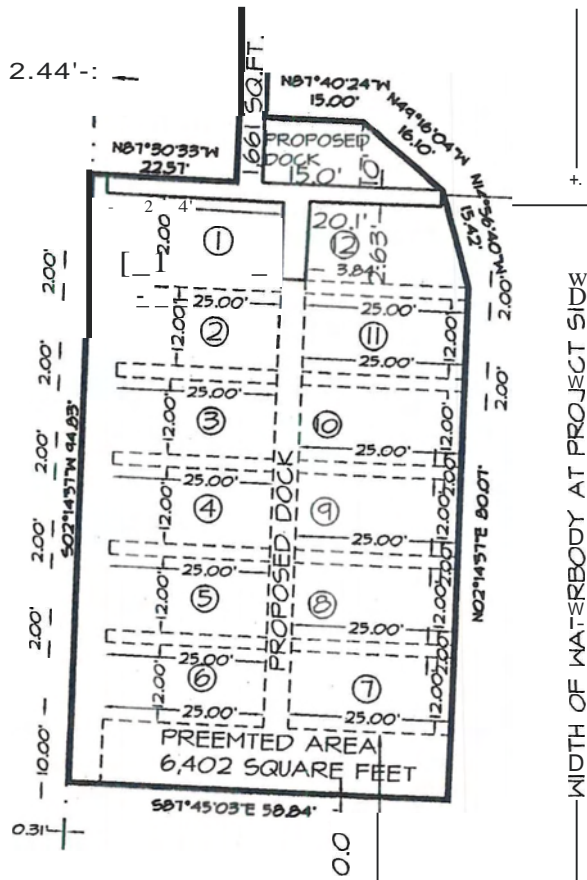
SALE AS SHOWN AND SURVEYING

**NW** **FLORIDA LAND SURVEYING INC.** **NE**

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 SH BELGIUM CIRCLE  
 7142 BELGIUM 32526  
 pensacola, Fl  
 (850) 472-1052

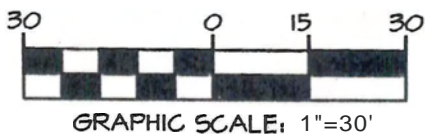




WIDTH OF WATERBODY AT PROJECT SIDE

APPROXIMATE NAVIGATION CHANNEL OF SANTA ROSA SOUND

APPROXIMATE SOUTH SHORELINE OF SANTA ROSA SOUND



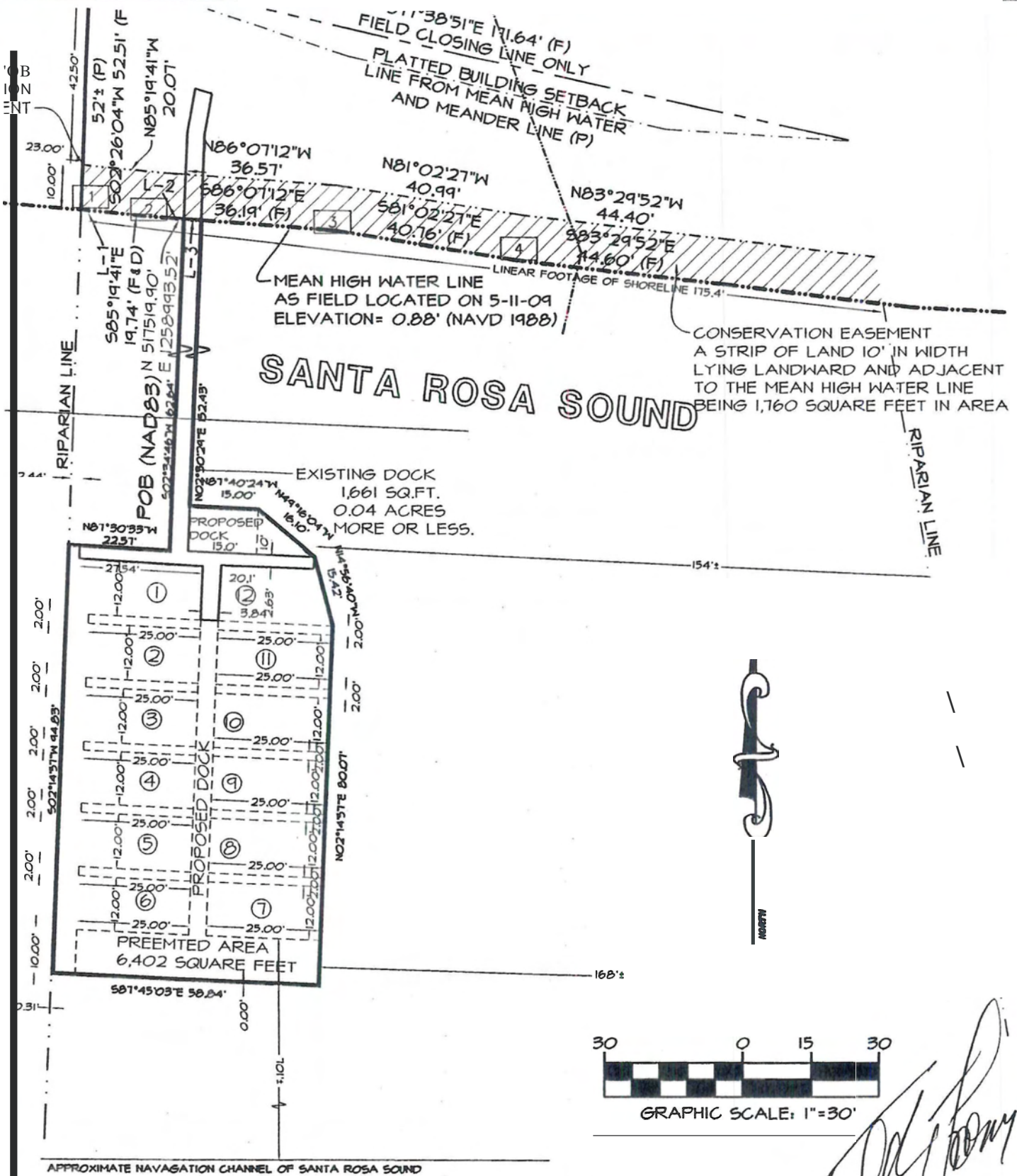
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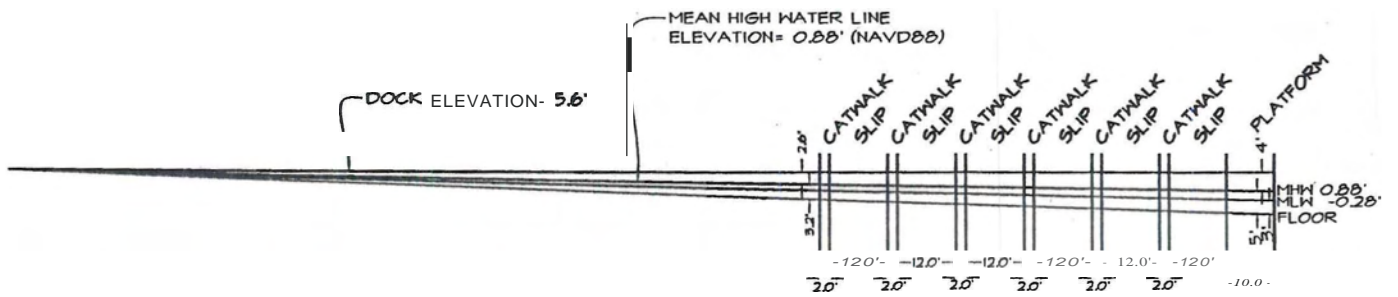


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SHEET 9 OF 12  
 7142 BELGIUM CIRCLE 32526  
 penscola, FL  
 (888) 432-1052



NOTES:

1. ALL MATERIALS TO BE BROUGHT TO SIDE BY HAND.
2. PILINGS TO BE JETTED INTO GROUND. TURBIDITY SCREENS WILL BE USED.
3. PILINGS TO BE NON CCA OR COATED. ALL OTHER LUMBER TO BE PRESSURE TREATED.
4. BOATS TO HAVE DRAFTS OF 18" TO 32".
5. A SMALL PONTOON FLOATER WILL AID IN INSTALLATION.
6. NO SEAGRASSES ARE PRESENT IN THE WORK AREA.

GRAPHIC SCALE



( IN FEET )  
1 Inch = 40 ft

SCALE:AS SHOWN



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SHEET 11 OF 12  
7142 BELGIUM CIRCLE  
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DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC.

CONSERVATION EASEMENT  
DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 25 WEST, OKALOOSA COUNTY, FLORIDA (LATITUDE: 30°24'28.3", LONGITUDE: 86°44'55.1"); THENCE GO NORTH 87 DEGREES 34 MINUTES 08 SECONDS WEST ALONG THE SOUTH LINE OF A PORTION OF PARCEL NO. 1, PLAT OF CASA LOMA AS RECORDED IN PLAT BOOK 3 AT PAGE 49 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 02 DEGREES 26 MINUTES 04 SECONDS WEST ALONG THE EAST LINE OF PARISH PINES SUBDIVISION AS RECORDED IN PLAT BOOK 9 AT PAGE 83 OF THE PUBLIC RECORDS OF SAID COUNTY FOR A DISTANCE OF 1133.12 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF PARISH BOULEVARD (66' R/W); THENCE GO SOUTH 02 DEGREES 26 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 66.76 FEET TO THE NORTHWEST CORNER OF BLOCK D, SPARKLING WATERS SUBDIVISION AS RECORDED IN PLAT BOOK 11 AT PAGE q3 OF THE PUBLIC RECORDS OF SAID COUNTY SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF PARISH BOULEVARD (LATITUDE: 30°24'6.1", LONGITUDE: 86°45'07.4"); THENCE GO SOUTH 78 DEGREES 48 MINUTES 24 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE OF PARISH BOULEVARD FOR A DISTANCE OF 83.42 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 588.43 FEET; THENCE GO EASTERLY ALONG THE ARC OF SAID CURVED RIGHT OF WAY OF PARISH BOULEVARD FOR AN ARC DISTANCE OF 234.11 FEET (DELTA= 22°48'05", CHORD BEARING= N88°45'15"E, CHORD DISTANCE= 232.63 FEET TO THE NORTHWEST CORNER OF THE COMMON AREA PARCEL AS PER THE RECORD PLAT OF SPARKLING WATER AS RECORDED IN PLAT BOOK 1 AT PAGE q3 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 02 DEGREES 26 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF SAID COMMON AREA FOR A DISTANCE OF 112.61 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SHIMMERING LANE (40' R/W); THENCE GO SOUTH 00 DEGREES 31 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 20.05 FEET ALONG THE WEST LINE OF SAID COMMON AREA; THENCE GO SOUTH 06 DEGREES 05 MINUTES 52 SECONDS EAST ALONG THE WEST LINE OF SAID COMMON AREA FOR A DISTANCE OF 20.29 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID SHIMMERING LANE; THENCE GO SOUTH 68 DEGREES 42 MINUTES 35 SECONDS EAST ALONG THE WEST LINE OF SAID COMMON AREA FOR A DISTANCE OF 40.19 FEET; THENCE GO SOUTH 02 DEGREES 26 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF SAID COMMON AREA FOR A DISTANCE OF 42.50 FEET TO THE POINT OF BEGINNING (NAD 83 COORDINATES: NORTHING 511510.90', EASTING 1258993.52'); THENCE CONTINUE SOUTH 02 DEGREES 26 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF SAID COMMON AREA FOR A DISTANCE OF 10.00 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF SANTA ROSA SOUND MEAN HIGH WATER ELEVATION 0.88 FEET (NAVD88); THENCE GO SOUTH 85 DEGREES 10 MINUTES 41 SECONDS EAST ALONG SAID MEAN HIGH WATER LINE OF SANTA ROSA SOUND FOR A DISTANCE OF 19.14 FEET; THENCE GO SOUTH 86 DEGREES 01 MINUTES 12 SECONDS EAST ALONG SAID MEAN HIGH WATER LINE OF SANTA ROSA SOUND FOR A DISTANCE OF 36.19 FEET; THENCE GO SOUTH 81 DEGREES 02 MINUTES 21 SECONDS EAST ALONG SAID MEAN HIGH WATER LINE OF SANTA ROSA SOUND FOR A DISTANCE OF 40.76 FEET; THENCE GO SOUTH 83 DEGREES 20 MINUTES 52 SECONDS EAST ALONG SAID MEAN HIGH WATER LINE OF SANTA ROSA SOUND FOR A DISTANCE OF 44.60 FEET; THENCE GO SOUTH 83 DEGREES 16 MINUTES 02 SECONDS EAST ALONG SAID MEAN HIGH WATER LINE OF SANTA ROSA SOUND FOR A DISTANCE OF 35.92 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE AFORESAID COMMON AREA; THENCE GO NORTH 09 DEGREES 26 MINUTES 26 SECONDS WEST ALONG THE EAST LINE OF SAID COMMON AREA FOR A DISTANCE OF 10.41 FEET; THENCE GO NORTH 83 DEGREES 16 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 33.04 FEET; THENCE GO NORTH 83 DEGREES 20 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 44.40 FEET; THENCE GO NORTH 81 DEGREES 02 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 40.99 FEET; THENCE GO NORTH 86 DEGREES 01 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 36.57 FEET; THENCE GO NORTH 85 DEGREES 10 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 25 WEST, OKALOOSA COUNTY, FLORIDA AND CONTAINS 1,160 SQUARE FEET- 0.04 ACRES MORE OR LESS.



SCALE:AS SHOWN



THIS IS A FIELD SURVEY  
 NORTHWEST FLORIDA LAND SURVEYING, INC.  
 A PROFESSIONAL SERVICE ORGANIZATION

SHEET 12 OF 12  
 7142 BELGIUM CIRCLE  
 Pensacola, FL 32526  
 (850) 432-1052



10.50 D.C.  
170 doc.  
1120

Prepared by:  
Michael Wm Mead  
Attorney at Law  
Post Office Drawer 1329  
Fort Wallon Beach, Florida 32549

QUIT-CLAIM DEED

This QUIT-CLAIM DEED made the 4th day of December, A.D. 2003, by

VICTORIA OF NORTHWEST FLORIDA, INC., a Florida corporation  
whose post office address is: 922 Denton Boulevard, Suite I, Fort Wallon Beach, FL 32547,  
first party, to

~~SPARKING~~ SPARKING WATERS HOME OWNERS ASSOCIATION, INC.,  
a Florida corporation not for profit

whose post office address is: 552 Shimmering Lane, Mary Esther, FL 32569,  
whose Federal ID number is:  
second party:

(wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth: That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt Whereof is hereby acknowledged, does hereby remise: release, and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of OKALOOSA, State of Florida, to-wit:

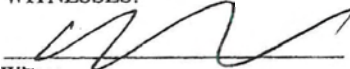
The two roadways known as Shimmering Lane and Radiant Circle, and all common area described on the plat of SPARKING WATERS, but all land depleted as common area as described on the Plat of SPARKING WATERS, a 42-lot Planned Unit Development, according to Plat Book 17, Pages 92-93 of the PubUc Records of Okaloosa County, Florida, together with the pier/access dock (not including the boat slips) as depleted as Exhibit "A" to the Declaration recorded in Official Records Book 2495 at Page 3712, of the PubUc Records of Okaloosa County, Florida.

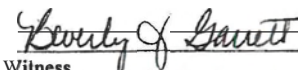
To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper uses, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

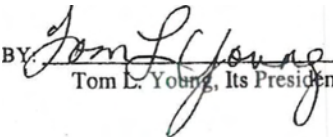
Signed, sealed and delivered in presence of:

WITNESSES:

  
Witness  
Print Name: Michael Wm Mead

  
Witness  
Beverly J. Garrett

VICTORIA OF NORTHWEST FLORIDA, INC., a Florida corporation

BY:   
Tom L. Young, Its President

STATE OF FLORIDA.  
COUNTY OF OKALOOSA

The foregoing was acknowledged before me this 17th day of December, 2003, by TOM L. YOUNG, as President of VICTORIA OF NORTHWEST FLORIDA, INC., a Florida corporation, on behalf of the cOrporation; he is personally **known** to me.



Notary Public

Type/print/stamp name:

My Commission Expires:



BOATSLIPS\ Sparkling Waters,  
Quit-Claim Deed to HOA  
MWMibjg