

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/18/2020

Contract/Lease Control #: L00-0137-FM

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: OPPORTUNITY PLACE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 11/17/2020

Expiration Date: 09/30/2030 W/2 5 YR RENEWALS

Description of: SYLVANIA HEIGHTS PARK RECREATIONAL PARK LEASE

Department: FM

Department Monitor: HENDRICKS

Monitor's Telephone #: 850-689-5970

Monitor's FAX # or E-mail: BHENDRICKS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 200-01376m Tracking Number: 4150-20
Procurement/Contractor/Lessee Name: Sylvania Heights Grant Funded: YES ___ NO X
Purpose: lease
Date/Term: 10 years 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: _____
Department: Fm Dept. Monitor Name: Hendricks

Purchasing Review
Procurement or Contract/Lease requirements are met:
[Signature] Date: 10-20-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)
Approved as written: _____ Grant Name: _____
no federal funds Date: _____
Grants Coordinator Gillian Gordon

Risk Management Review
Approved as written: _____ Date: 10-19-2020
see email attached
Risk Manager or designee Lisa Price

County Attorney Review
Approved as written: _____ Date: 10-20-2020
see attached email
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

IT Review (if applicable)
Approved as written: _____ Date: _____

DeRita Mason

From: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Sent: Thursday, October 15, 2020 9:34 AM
To: DeRita Mason
Cc: Craig Coffey
Subject: Second Amended Lease - Sylvania Heights Park
Attachments: Sylvania Heights Park New Lease final 10.15.20.docx

DeRita,

Please process the attached proposed Seconded Amended Lease for the Sylvania Heights Park property. We coordinated with Risk Management on the insurance provision, but you probably should still get their official sign off. Since we drafted this amended lease, it is approved as to legal sufficiency.

Thanks,
Lynn

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

DeRita Mason

From: Lisa Price
Sent: Monday, October 19, 2020 11:59 AM
To: DeRita Mason
Subject: RE: Second Amended Lease - Sylvania Heights Park

This is approved, no insurance element.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, October 15, 2020 9:56 AM
To: Lisa Price <lprice@myokaloosa.com>
Subject: FW: Second Amended Lease - Sylvania Heights Park

Please review and approve the attached.

Thank you,

From: Hoshihara, Lynn <lhoshihara@ngn-tally.com>
Sent: Thursday, October 15, 2020 9:34 AM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Craig Coffey <ccoffey@myokaloosa.com>
Subject: Second Amended Lease - Sylvania Heights Park

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Please process the attached proposed Seconded Amended Lease for the Sylvania Heights Park property. We coordinated with Risk Management on the insurance provision, but you probably should still get their official sign off. Since we drafted this amended lease, it is approved as to legal sufficiency.

Thanks,
Lynn

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**SECOND AMENDED AND RESTATED LEASE
AGREEMENT BETWEEN OKALOOSA COUNTY
AND OPPORTUNITY PLACE, INC.**

ML Carson,
BCC Records

This Second Amended and Restated Lease Agreement (the "Amended Lease") is entered into this ~~17th~~ ^{17th} day of ~~October~~ ^{November}, 2020, by and between Okaloosa County, a political subdivision of the State of Florida, whose offices are located at 1250 N Eglin Parkway, Shalimar, Florida (the "County"), and Opportunity Place, Inc., a Florida not-for profit organization with a principal address of 305 Lovejoy Road, Fort Walton Beach, Florida 32548 (hereinafter "Opportunity Place"), pertaining to the management and maintenance of a County recreational facility known as "Sylvania Heights Park".

RECITALS:

WHEREAS, Okaloosa County previously entered into a Lease Agreement with Abundant Life Church, Inc. on February 1, 2000 for the lease of certain property for the provision of a recreational park known as the Sylvania Heights Park (the "Original Lease"); and

WHEREAS, the Original Lease provided certain property for the purposes of providing a public park known as the Sylvania Heights Park and allocated the respective responsibilities of the parties; and

WHEREAS, the term of the original lease was for twenty (20) years and expired on January 31, 2020; and

WHEREAS, Opportunity Place has taken ownership of the property shown in Attachment "A" (hereinafter the "Property"), upon which the County maintains the "Sylvania Heights Park" (the "Park"); and

WHEREAS, the Park is an established recreational facility and is included in the County's *Parks and Recreation System Master Plan* as a County Neighborhood Park; and

WHEREAS, the Property consists of four (4) parcels with the Park being located on one of the parcels (the "Park Parcel"); and

WHEREAS, Opportunity Place and the County determine that it is their mutual best interests and in the best interests of the general public that the Park to enter into this Amended and Restated Lease Agreement to provide for the recreational needs of the community; and

WHEREAS, Opportunity Place and the County agree to enter into this Amended Lease to establish the parties' rights and obligations pertaining to the use and management of the Park and Property.

NOW THEREFORE, in consideration of the mutual covenants and considerations set forth below, the County and Opportunity Place agree as follows:

1. RECITALS. Opportunity Place and the County agree that the above recitals are true and correct and are hereby incorporated into this Agreement.

2. LEASED PREMISES. Opportunity Place hereby leases to the County the Park Parcel located on the Property as shown in Attachment "A" which is more particularly described:

Lot 11, Block 2, Sylvania Heights Subdivision, as recorded in Plat Book 2, Page 48, of the Public Records of Okaloosa County, Florida.

3. TERM AND COMMENCEMENT. This Amended Lease shall be for a ten (10) year term, commencing immediately upon the effective date of this Amended Lease and ending on September 30, 2030. The term of this Amended Lease will automatically renew thereafter, for two (2) five (5) year increments, provided neither party gives the other 180 days notice prior to expiration of the current term in effect. Either party may unilaterally cancel the lease, with or without cause, with a 365 day notice.

4. CONSIDERATION. In consideration of this Amended Lease, the County shall perform the following:

- a) The County will maintain the landscaping and grounds for the full parcel (all four lots of the Property);
- b) The County will maintain the park equipment to keep it safe, operational, and meet the needs of the community. More recently, this has included repairs to the playground equipment and safety surface as well as security lighting and border fencing repairs.
- c) The County shall provide premises liability insurance, including, but not limited to Accidental Death and Dismemberment, medical care and treatment, and related economic loss coverage for victims of events, accidents and injuries occurring on or related to the described recreational Parcel in an amount of not less than one million dollars (\$1,000,000.00) for each such injured victim, plus legal defense and court costs. The insurance shall be in force and effect for the entire term of this Lease and for any extensions hereof.

It is acknowledged that Opportunity Place is specifically providing the Property to the County for utilization for recreational purposes without the payment of any rent or cash consideration.

5. HOURS. Consistent with other County owned parks, the Park will be locked and closed from dusk to dawn.

6. ACCESS. Opportunity Place does expressly grant the County the right to access such portions of the Property as is necessary to perform the activities contain herein.

7. SCOPE OF USE OF PROPERTY. The Park Parcel located on the Property shall be utilized by the County as a public park.

8. IMPROVEMENTS. The County shall have the right, at its cost, to erect or permit to be erected on the Park Parcel such improvements or modifications as are reasonably necessary to further the intended use of the Property as a public park. Specifically, this shall include, but shall not be limited to, replacement/enhancement of the playground equipment. The County shall be responsible for obtaining all permits and authorizations as may be required.

9. INDEMNIFICATION.

- a) Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, the County shall indemnify and hold harmless Opportunity Place from and against any and all third-party claims, demands, damages, losses, and expenses, including attorney's fees and costs, arising out of the negligence, malfeasance, nonfeasance, or misfeasance of the County or its employees, officers, agents, or assigns.
- b) Opportunity Place shall indemnify and hold harmless the County from and against any and all third-party claims, demands, damages, losses, and expenses, including attorney's fees and costs, arising out of the negligence, malfeasance, nonfeasance, or misfeasance of Opportunity Place or its employees, officers, agents, or assigns.

10. LIENS. The County shall not make any contract or agreement for the construction, alteration, repair, or maintenance on the subject Property of any improvements now or hereafter erected on the subject Property unless such contract or agreement is in writing and contains an express waiver by such contractor of any and all claims for mechanic's or materialmen's liens against the Property or any improvements now or hereafter erected thereon. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service, or labor for any improvements, alterations, or repairs at any time shall be or may become entitled to any lien whatsoever.

11. SUBLEASE. The County is authorized to sublease the Property hereby leased to the Sylvania Heights Municipal Services Benefit Unit subject to compliance with all the terms and conditions hereof.

12. DISPUTE RESOLUTION. The parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. The mediator shall be mutually agreed upon by the parties and the cost of mediation shall be borne equally between the parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

13. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AMENDED LEASE, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

14. COMPLETE AGREEMENT. This document constitutes the complete Amended Lease between Opportunity Place and the County pertaining to the subject Property, the Park Parcel and the Park, and replaces in its entirety the Original Lease between Okaloosa County and Abundant Life Church, Inc and the 2019 First Amended and Restated Lease Agreement Between Okaloosa County and Opportunity Place. This Amended Lease may not be amended, altered or otherwise modified except in writing, executed by both parties.

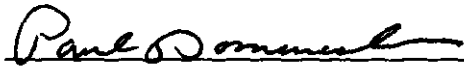
15. EFFECTIVE DATE. This Agreement shall be effective as of the date last executed by either party.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OPPORTUNITY PLACE, INC

OKALOOSA COUNTY

BOARD OF COUNTY COMMISSIONERS


Paul Domenech
Chairman of the Board of Directors



Robert A. "Trey" Goodwin, III
Chairman

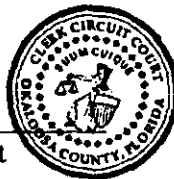



Kathryn McNabb Cochran, PhD
Executive Director

Date: November 17, 2020

Date: 21 Oct 2020

ATTEST:

J.D. Peacock II, Clerk of Circuit Court



APPROVED AS TO LEGAL FORM:


Lynn M. Hoshihara, County Attorney

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/09/2019

Contract/Lease Control #: L00-0137-GM

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: OPPORTUNITY PLACE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/18/2019

Expiration Date: 01/31/2021

Description of Contract/Lease: SYLVANIA HEIGHTS PARK RECREATIONAL PARK LEASE

Department: GM

Department Monitor: KAMPERT

Monitor's Telephone #: 850-651-7180

Monitor's FAX # or E-mail: EKAMPERT@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**CONTRACT#: L00-0137-GM
OPPORTUNITY PLACE, INC.
SYLVANIA HEIGHTS PARK
RECREATIONAL PARK LEASE
EXPIRES: 01/31/2021**

**FIRST AMENDED AND RESTATED LEASE
AGREEMENT BETWEEN OKALOOSA COUNTY
AND OPPORTUNITY PLACE, INC.**

This First Amended and Restated Lease Agreement (the "Amended Lease") is entered into this 18th day of June, 2019, by and between Okaloosa County, a political subdivision of the State of Florida, whose offices are located at 1250 N Eglin Parkway, Shalimar, Florida 32579 (the "County"), and Opportunity Place, Inc., a Florida not-for profit organization with a principal address of 305 Lovejoy Road N.W., Fort Walton Beach, Florida 32548 (hereinafter "Opportunity Place), pertaining to the management and maintenance of a County recreational facility known as "Sylvania Heights Park".

RECITALS:

WHEREAS, Okaloosa County previously entered into a Lease Agreement with Abundant Life Church, Inc. on February 1, 2000 for the lease of certain property for the provision of a recreational park known as the Sylvania Heights Park (the "Original Lease"); and\

WHEREAS, the Original Lease provided certain property for the purposes of providing a public park known as the Sylvania Heights Park and allocated the respective responsibilities of the parties; and

WHEREAS, the term of the original lease was for twenty (20) years and expires on January 31, 2020; and

WHEREAS, Opportunity Place has taken ownership of the property shown in Attachment "A" (hereinafter the "Property"), upon which the County maintains the "Sylvania Heights Park" (the "Park"); and

WHEREAS, the Park is an established recreational facility and is included in the County's *Parks and Recreation System Master Plan* as a County Neighborhood Park; and

WHEREAS, the Property consists of four (4) parcels with the Park being located on one of the parcels (the "Park Parcel"); and

WHEREAS, Opportunity Place and the County determine that it is their mutual best interests and in the best interests of the general public to enter into this Amended Lease to provide for the recreational needs of the community; and

WHEREAS, Opportunity Place and the County agree to enter into this Amended Lease to establish the parties' rights and obligations pertaining to the use and management of the Park and Property.

NOW THEREFORE, in consideration of the mutual covenants and considerations set forth below, the County and the Contractor agree as follows:

1. RECITALS. Opportunity Place and the County agree that the above recitals are true and correct and are hereby incorporated into this Agreement.

2. LEASED PREMISES. Opportunity Place hereby does lease to the County the Park Parcel located on the Property as shown in Attachment "A" which is more particularly described:

Lot 11, Block 2, Sylvania Heights Subdivision, as recorded in Plat Book 2, Page 48, of the Public Records of Okaloosa County, Florida.

3. TERM AND COMMENCEMENT. This Agreement shall be for an additional term of one (1) year commencing on February 1, 2020 and ending on January 31, 2021. The County and Opportunity Place shall meet prior to the end of the term to negotiate and address the provision of the Park facilities and services for future years.

4. CONSIDERATION. In consideration of this Amended Lease, within sixty (60) days of the execution of this Amended Lease by all parties, the County shall reopen the Park and perform the following:

- a) The basketball courts will be coated and the backboards, hoops and nets on the existing courts shall be refurbished;
- b) The County will maintain the grounds (~~cutting grass and trimming weeds~~) for the full parcel (all four lots of the Property);
- c) The County will make the necessary repairs to the park equipment to make it safe, operational and meet the needs of the community. This will include repairs to the playground equipment and safety surface as well as security lighting and border fencing and gates.
- d) Repairs or replacement of damaged equipment, ~~including~~ excluding the fire pit.
- e) Consistent with other County owned parks, The County will provide that the Park will be locked and closed at dusk once it is reopened for use.
- f) Opportunity Place does expressly grant the County the right to access such portions of the Property as is necessary to perform the above activities.

It is acknowledged that Opportunity Place is specifically providing the Property to the County for utilization for recreational purposes without the payment of any rent or cash consideration.

5. SCOPE OF USE OF PROPERTY. The Park Parcel located on the Property shall be utilized by the County as a public park.

6. IMPROVEMENTS. The County shall have the right, at its cost, to erect or permit to be erected on the Park Parcel such improvements or modifications as are reasonably necessary for furthering the intended use of the Property as a public park. The County shall be responsible for obtaining all permits and authorizations as may be required.

7. INDEMNIFICATION.

- a) Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, the County shall indemnify and hold harmless Opportunity Place from and against any and all third party claims, demands, damages, losses, and expenses, including attorney's fees and costs, arising out of the arising out of the negligence, malfeasance, nonfeasance, or misfeasance of the County or its employees, officers, agents, or assigns.
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8. LIENS. The County shall not make any contract or agreement for the construction, alteration, repair, or maintenance on the subject Property of any improvements now or hereafter erected on the subject Property unless such contract or agreement is in writing and contains an express waiver by such contractor of any and all claims for mechanic's or materialmen's liens against the Property or any improvements now or hereafter erected thereon. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service, or labor for any improvements, alterations, or repairs at any time shall be or may become entitled to any lien whatsoever.

9. SUBLEASE. The County is authorized to sublease the Park with the consent of Opportunity Place, subject to the terms and conditions herein. Such consent shall not be unreasonably withheld.

10. DISPUTE RESOLUTION. The parties shall attempt to resolve any dispute that arise under this Agreement in good faith by participating in mediation. The mediator shall be mutually agreed upon by the parties and the cost of mediation shall be borne equally between the parties. In the event the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

SECTION 11. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AMENDED LEASE, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

12. COMPLETE AGREEMENT. This document constitutes the complete Amended Lease between Opportunity Place and the County pertaining to the subject Property, the Park Parcel and the Park, and replaces in its entirety the Original Lease between Okaloosa County and Abundant Life Church, Inc. This Amended Lease may not be amended, altered or otherwise modified except in writing, executed by both parties.

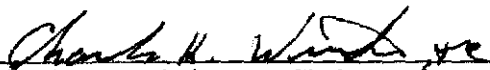
13. EFFECTIVE DATE. This Agreement shall be effective as of the date last executed by either party.

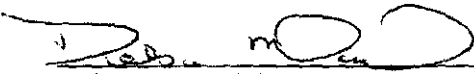
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OPPORTUNITY PLACE, INC.

**OKALOOSA COUNTY BOARD
OF COUNTY COMMISSIONERS**

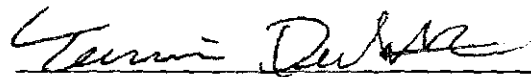


By: Lee Wetzell, Board Chairman



Charles K. Windes, Jr., Chairman,

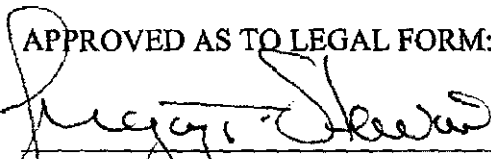

Debra McDaniel, Executive Director

WITNESSES:

ATTEST:


J.D. Peacock II, Clerk of Circuit Court

APPROVED AS TO LEGAL FORM:

Gregory T. Stewart, County Attorney

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/09/2019

Contract/Lease Control #: L00-0137-GM

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Department Monitor: KAMPERT

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WHEREAS, Opportunity Place has taken ownership of the property shown in Attachment "A" (hereinafter the "Property"), upon which the County maintains the "Sylvania Heights Park" (the "Park"); and

WHEREAS, the Park is an established recreational facility and is included in the County's *Parks and Recreation System Master Plan* as a County Neighborhood Park; and

WHEREAS, the Property consists of four (4) parcels with the Park being located on one of the parcels (the "Park Parcel"); and

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WHEREAS, Opportunity Place and the County agree to enter into this Amended Lease to establish the parties' rights and obligations pertaining to the use and management of the Park and Property.

NOW THEREFORE, in consideration of the mutual covenants and considerations set forth below, the County and the Contractor agree as follows:

1. RECITALS. Opportunity Place and the County agree that the above recitals are true and correct and are hereby incorporated into this Agreement.

2. LEASED PREMISES. Opportunity Place hereby does lease to the County the Park Parcel located on the Property as shown in Attachment "A" which is more particularly described:

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4. CONSIDERATION. In consideration of this Amended Lease, within sixty (60) days of the execution of this Amended Lease by all parties, the County shall reopen the Park and perform the following:

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- b) The County will maintain the grounds (cutting grass and trimming weeds) for the full parcel (all four lots of the Property);
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- d) Repairs or replacement of damaged equipment, including ~~excluding~~ the fire pit.
- e) Consistent with other County owned parks, The County will provide that the Park will be locked and closed at dusk once it is reopened for use.
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It is acknowledged that Opportunity Place is specifically providing the Property to the County for utilization for recreational purposes without the payment of any rent or cash consideration.

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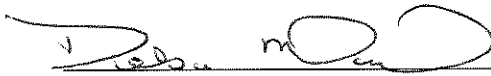
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

OPPORTUNITY PLACE, INC.

**OKALOOSA COUNTY BOARD
OF COUNTY COMMISSIONERS**




By: Lee Wetzell, Board Chairman

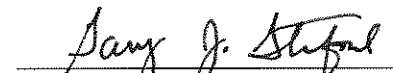

Charles K. Windes, Jr., Chairman,

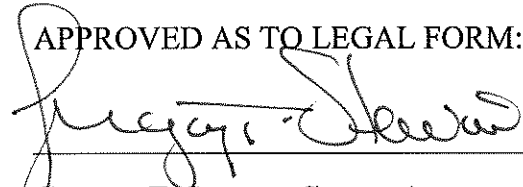

Debra McDaniel, Executive Director

WITNESSES:

ATTEST:


J.D. Peacock II, Clerk of Circuit Court

APPROVED AS TO LEGAL FORM:

Gregory T. Stewart, County Attorney



Board of County Commissioners

EXHIBIT B

State of Florida

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 2/10/00

Contract/Lease Control #: L00-0137-PI20-02

Bid #: N/A Contract/Lease Type: EXPENDITURE

Award To/Lessee: OKALOOSA COUNTY

Lessor: ABUNDANT LIFE CHURCH

Effective Date: 2/1/00

Term: 20 YEARS EXPIRES: 1/31/2020 \$ 0

Description of Contract/Lease: PROPERTY LEASE, LOT 11, BLOCK 2,

PLAT BOOK 2 PAGE 48

Department Manager: PLANNING & INSPECTION

Department Monitor: C. MATHEW

Monitor's Telephone #: 651-7180

Monitor's FAX #: 651-7706

Date Closed: _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

L00-0137-GM
Expires: 1/31/2020

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into by and between OKALOOSA COUNTY, a Political Subdivision of the State of Florida, (hereinafter referred to as "County"), and the ABUNDANT LIFE CHURCH, INC., an area religious institution, (hereinafter referred to as "the Church").

WITNESSETH:

WHEREAS, the Church owns a parcel of property in Okaloosa County desired by the County to be utilized for recreational purposes; and,

WHEREAS, the Church has agreed to lease the property to the County for said use; and

WHEREAS, the County has expended substantial sums of money to redevelop the area where the property is located; and

WHEREAS, it is the policy of the County that the citizens of the local community be given the opportunity to exercise local control of programs inuring to their benefit and pay the costs therefor; and

WHEREAS, the Sylvania Heights Area of Okaloosa County is provided with fire protection by the Sylvania Heights Municipal

Services Benefit Unit; and

WHEREAS, the residents of the area have expressed a desire to provide a park for the benefits of the community; and

WHEREAS, the County has a policy of allowing all neighborhoods to provide and pay for the services provided; and

WHEREAS, it would be contrary to this policy for the County to provide a service to the residents of the Sylvania Heights community without their payment of the costs thereof; and

WHEREAS, the Sylvania Heights Municipal Benefit Unit was formed for the benefit of providing fire protection for the residents; and

WHEREAS, the Advisory Committee appointed or elected to administer to the affairs of the same have been consulted about this issue; and

WHEREAS, the County is willing to expand the purposes of the Sylvania Heights Municipal Services Benefit Unit to include the provision of recreational facilities; and

WHEREAS, the Church is located in the area and is willing to dedicate its property for the benefit of the community for a period of time.

NOW THEREFORE, for and in consideration of the covenants and agreements herein set forth, the parties do hereby agree as follows:

1. LEASED PREMISES. The Church hereby expressly leases to the County the following described real property situated in Okaloosa County, Florida, to-wit:

Lot 11, Block 2, Sylvania Heights Subdivision, as recorded in Plat Book 2, Page 48, Public Records, Okaloosa County, Florida.

2. LEASE TERM AND COMMENCEMENT. This Lease shall be for a term of twenty (20) years commencing on the date of execution hereof by the last party hereto.

3. CONSIDERATION. The Church is specifically providing the property to County for utilization for recreational purposes in accordance with Section 375.21, Florida Statutes, and the consideration to the Church shall be the satisfaction of assisting the County in providing for the recreational needs of its citizens.

4. SCOPE OF USE OF PROPERTY. The Property shall be utilized by County for a public park.

5. IMPROVEMENTS. The County shall have the right, at its cost, to erect or permit to be erected on said property such improvements or modifications as are reasonably necessary for furthering the permitted uses of said property.

6. INDEMNITY. The County shall exercise its privileges hereunder at its own risk and expense. The County shall indemnify and hold harmless the Church from any and all liability

resulting from the utilization of the property in accordance herewith.

7. LIENS. The County shall not make any contract or agreement for the construction, alteration, repair or maintenance on said property of any improvements now or hereafter erected thereon unless such contract or agreement is in writing and contains an express waiver by such contractor of any and all claims for mechanic's or materialmen's liens against the property or any improvements now or hereafter erected thereon. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any improvements, alterations or repairs at any time shall be or may become entitled to any lien whatsoever.

8. SUBLEASE. County is authorized to sublease the property hereby leased to the Sylvania Heights Municipal Services Benefit Unit subject to compliance with all of the terms and conditions hereof.

8. BREACH. Should the County or the Sylvania Heights Municipal Services Benefit Unit fail to utilize the property for a successive period of eighteen (18) months for park purposes, the Church shall have the right, at its option, to immediately terminate this Lease and to re-enter and re-take possession of the property.

9. COMPLETE AGREEMENT. This document contains the complete

Agreement between the parties.

10. APPLICABLE LAW. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement.

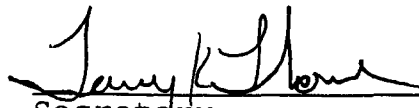
11. HEADINGS. The headings of sections are for convenience only and do not define, limit, or construe the contents of such sections.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their officers to be set hereunder and their seals to be affixed hereto to be effective as of the latest date of execution.

(Seal)

ABUNDANT LIFE CHURCH, INC.

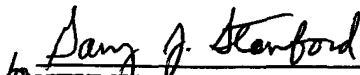
ATTEST:



Secretary


L. M. THORNE, Pastor/Pres.

OKALOOSA COUNTY, FLORIDA

ATTEST:


NEWMAN C. BRACKIN
Clerk of Circuit Court


PAULA L. RIGGS
CHAIRMAN



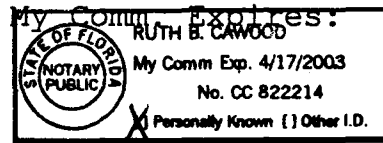
STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this ___ day of _____, 2000, by L. M. Thorne and _____ as Pastor/President and Secretary of Abundant Life Church, Inc., on behalf of the corporation. They are personally known to me and did not take an oath.

NOTARY PUBLIC

SIGN: *Ruth B. Cawood*
PRINT: Ruth B. Cawood
State of Florida (Seal)



STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 1st day of February, 2000, by Paula L. Riggs and Gary J. Stanford as Chairman and Deputy Clerk of the Board of County Commissioners of Okaloosa County, Florida, on behalf of the County. They are personally known to me and did not take an oath.

NOTARY PUBLIC

SIGN: *Joan D Mosier*
PRINT: JOAN D MOSIER
State of Florida (Seal)
My Comm. Expires:



"OFFICIAL SEAL"

Joan D. Mosier
My Commission Expires 7/21/2001
Commission #CC 665390