

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 1/30/2002

Contract/Lease Control #: C02-0657-BCCI-47

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

Award To/Lessee: JOHN DOWD

Lessor: _____

Effective Date: 1/7/2002

Term: INDEFINITE

Description of Contract/Lease: PROPERTY USE AGREEMENT

Department Manager: BCC

Department Monitor: C. HOLLEY

Monitor's Telephone #: 651-7105

Monitor's FAX #: 651-2626

Date Closed: _____

AGREEMENT

47
46.50
Rec

THIS AGREEMENT is made and entered into this 9th day of January, 2002, between JOHN R. DOWD and CAROL J. DOWD, his wife (the "Property Owners") and OKALOOSA COUNTY, FLORIDA (the "COUNTY"), a political subdivision of the State of Florida.

RAC

WHEREAS, the Property Owners are the owners of certain property located in Okaloosa County, Florida. Said property being located on the south side of Eglin Parkway at the immediate east end of the Shalimar Bridge;

WHEREAS, there presently exists on the property sanitary sewer lines ("Existing Lines") owned and maintained by the COUNTY by its Water and Sewer Department. Such lines are located within the front quarter portion of the property which was purchased from the State of Florida by the Property Owners in 1980. The transfer of that property was "subject to all utilities remaining in place and in use and subject to utility owners having access and rights to maintain these utilities." The Property Owners have landscaped and maintained that property since 1980;

WHEREAS, the Okaloosa County Water and Sewer Department, pursuant to directions from the Federal Emergency Management Agency, is engaged in a project which consists of removing that portion of the Existing Lines which are currently suspended by hangers under the bridge decking and installing replacement lines ("Replacement Lines") with a subaqueous crossing of a certain waterway known as "Garnier's Bayou." Such project will be funded

FILE # 1894682 RCD: Jan 18 2002 @ 08:42AM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

FILE # 1892740 RCD: Jan 10 2002 @ 11:38AM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

CONTRACT: PROPERTY AGREEMENT
CONTRACT NO.: C02-0657-BCCI-47
JOHN DOWD
EXPIRES: INDEFINITE

by a grant. The exit point for the subaqueous bores of the Replacement Lines are located within the boundaries of the Subject Property previously deeded to Property Owners;

WHEREAS, the COUNTY does not have the right to install a new line on the Subject Property without the consent of the Property Owners;

WHEREAS, the PARTIES, in an effort to minimize the extent of additional property needed for the Replacement Lines, are desirous of aligning the exit point of the Replacement Lines from the subaqueous crossing consistent with the Existing Lines which will be relocated to an area nearer to State Road 85;

WHEREAS, the Property Owners are willing to assist the COUNTY in this project by donating and granting a temporary construction easement and a permanent utility easement for the lines.

NOW, THEREFORE, for good and valuable mutual consideration, the sufficiency of which is acknowledged by both parties, the Property Owners and the COUNTY agree as follows:

1. The COUNTY agrees to realign and join the Replacement Lines to the Existing Lines on the Subject Property and to relocate the Existing Lines to within ten (10) feet of the property line immediately adjacent to State Road 85.

2. Such realignment of the Replacement Lines and movement of the Existing Lines shall be completed within one-hundred eighty (180) days of the execution of this Agreement.

3. The COUNTY agrees to restore the property disturbed as a result of the realignment of the Replacement Lines and movement of the Existing Lines to the condition that existed prior to the aligning and joining of the Replacement Lines to the Existing Lines. Additionally, the COUNTY agrees as follows:

A. To sod all disturbed areas within the temporary construction easement;

B. To clean, smooth, compact and surface with a five (5) inch layer of crushed oyster shell (or an equivalent substance) the driveway and rear access drive within limits of the existing driveways;

C. To compact the areas of any excavation to a degree of compaction equivalent to or better than the condition that existed prior to the construction; and

D. To not damage any trees. To the extent trees are damaged in the relocation and connection, they shall be replaced with trees of a similar nature.

4. The Property Owners agree to grant a temporary construction easement to the COUNTY for the purpose of relocating the Existing Lines and for the purpose of aligning and joining the Replacement Lines to the Existing Lines. Such temporary construction easement shall be for the property depicted on Exhibit "B" hereto.

5. Further, the Property Owners shall donate to the COUNTY a permanent utility easement in the property depicted in Exhibit "C", which is attached hereto. Such easement shall be for installation, maintenance, replacement, and access purposes for the sanitary sewer lines of the COUNTY on the Subject Property. The COUNTY shall thereafter release any claimed utility easements it may have in the other portions of the property.

6. It is further understood that the donation of the Subject Property shall be without charge to the COUNTY and to be used for public, governmental purposes. However, the COUNTY shall reimburse the Property Owner in the amount of Seven Hundred Fifty Dollars *(\$750) for survey expenses incidental hereto. The COUNTY shall cooperate with the Property Owners in providing any documentation which will assist the Property Owners in demonstrating that the donation is a tax deductible event.

**** OFFICIAL RECORDS ****
BK 2336 PG 3679

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 10th day of January, 2002.

(Official Seal)



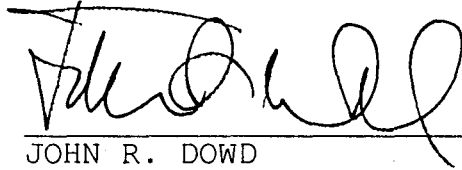
OKALOOSA COUNTY, a political subdivision of the State of Florida

Jackie Burkett
Printed Name Jackie Burkett
Chairman, Board of County Commissioners

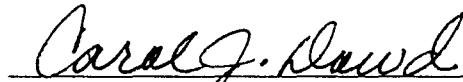


TEST: Gary J. Stanford
Printed Name Gary J. Stanford
Clerk of Circuit Court

**** OFFICIAL RECORDS ****
BK 2338 PG 761



JOHN R. DOWD

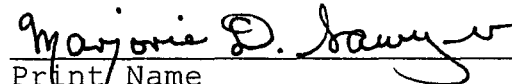


CAROL J. DOWD

**** OFFICIAL RECORDS ****
BK 2336 PG 3680

STATE OF FLORIDA
COUNTY OF OKALOOSA

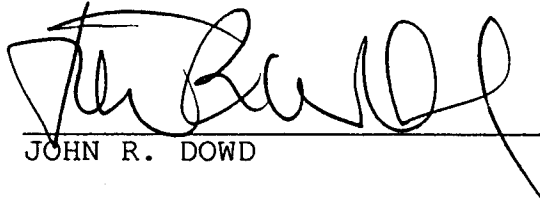
I HEREBY CERTIFY that, on this 9th day of January, 2002, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN R. DOWD, and CAROL J. DOWD, to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed said instrument in the capacities and for the purposes therein expressed, and who are personally known to me and did not take an oath.



Print Name _____
Notary Public in and for the
County and State Aforementioned

My Commission Expires:

OFFICIAL NOTARY SEAL
MARJORIE D SAWYER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC750192
MY COMMISSION EXP. JUNE 10, 2002

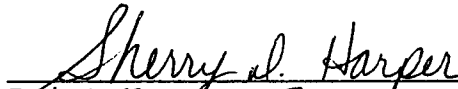


JOHN R. DOWD

**** OFFICIAL RECORDS ****
BK 2338 PG 762

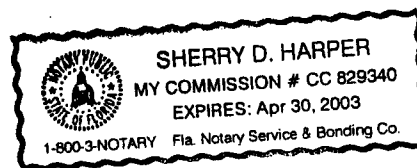
STATE OF FLORIDA
COUNTY OF OKALOOSA

I **HEREBY CERTIFY** that, on this 16th day of January, 2002, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN R. DOWD, to me well known and known to me to be the person described in and who acknowledged that he executed the foregoing instrument and acknowledged before me that he executed said instrument in the capacity and for the purposes therein expressed, and who is personally known to me or who has produced N/A as identification and did/did not take an oath.







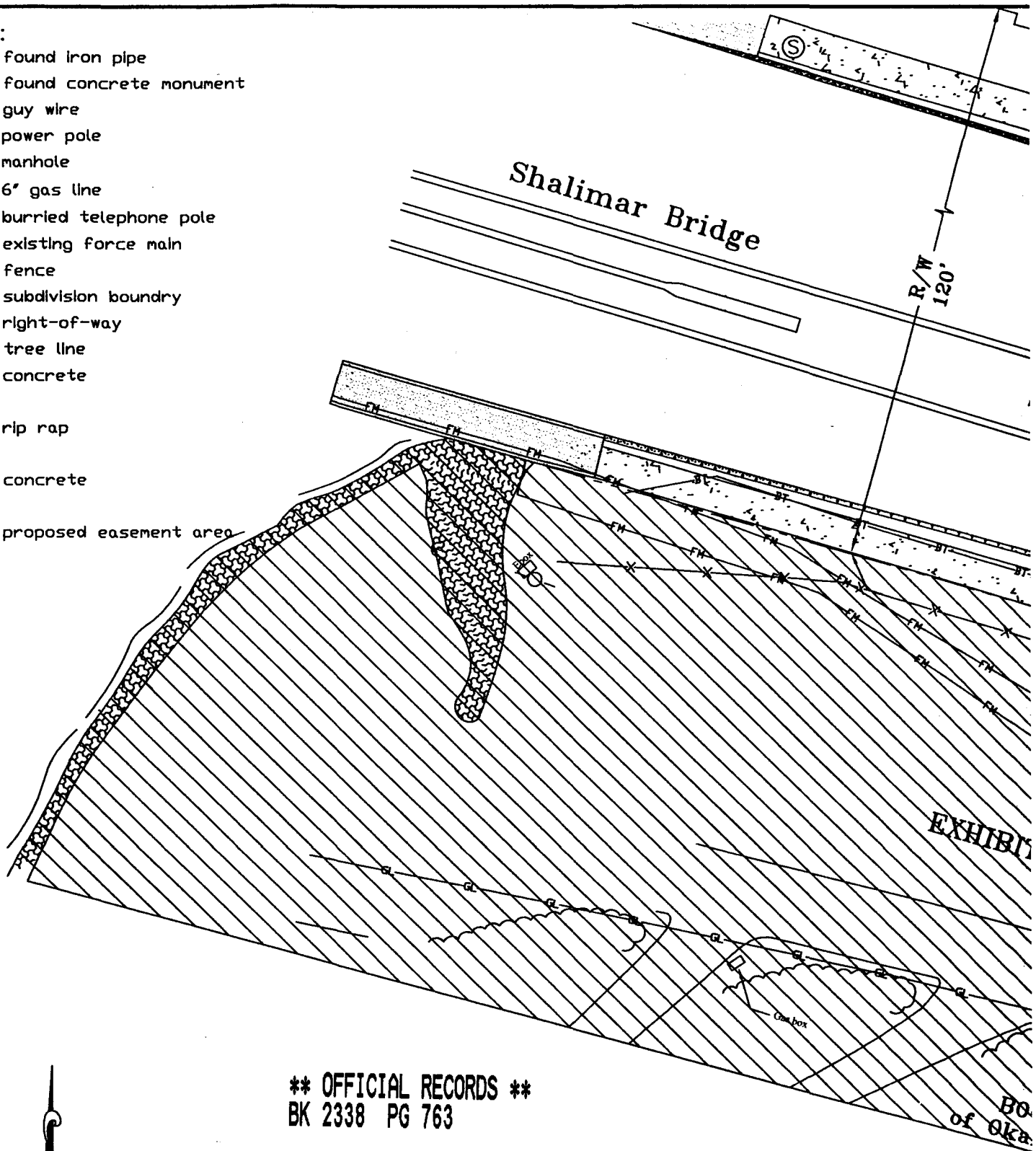
Print Name Sherry D. Harper
Notary Public in and for the
County and State Aforementioned

My Commission Expires:



Legend:

- found iron pipe
- found concrete monument
- e— guy wire
- o— power pole
- ⊙ manhole
- a— 6' gas line
- π— buried telephone pole
- m— existing force main
- - - - - fence
- - - - - subdivision boundary
- - - - - right-of-way
- ~~~~~ tree line
-  concrete
-  rip rap
-  concrete
-  proposed easement area



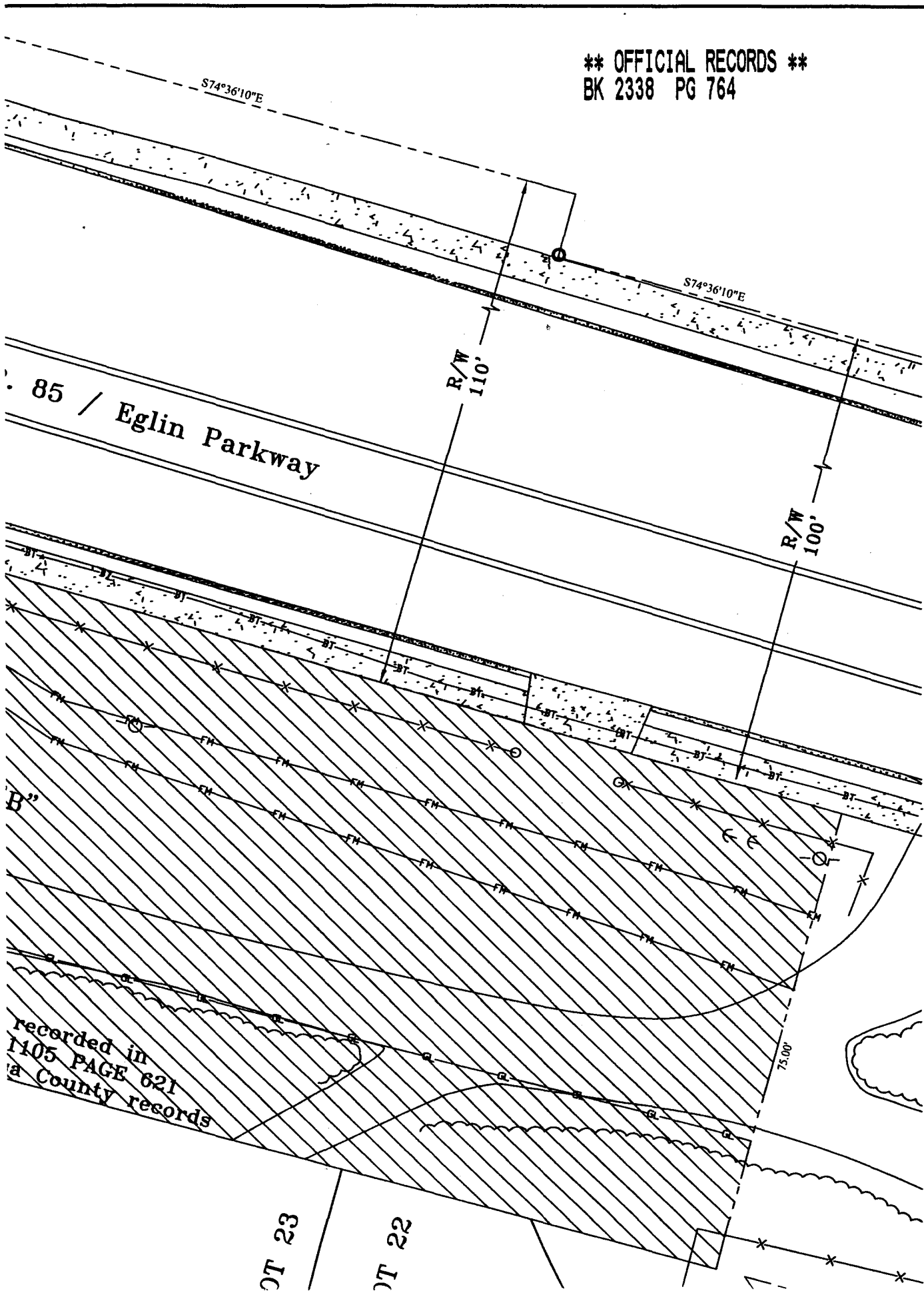
**** OFFICIAL RECORDS ****
 BK 2338 PG 763

**** OFFICIAL RECORDS ****
 BK 2336 PG 3681

GRAPHIC SCALE



**** OFFICIAL RECORDS ****
BK 2338 PG 764



DATE August 5, 2001
 FILED IN BK 2338 PG 764
 DRAWING NAME: DWD-11X17
 SHEET 1 OF 1

DRAWN BY: JSC
 CHECKED BY: EIK/JGC
 JOB NO.

JOHN DOWD PROPERTY

NO.	DATE	DESCRIPTION	BY
1	08/05/01	TRK EXHIBIT "B"	RS

Okaloosa County
 Water & Sewer Engineering



EXHIBIT "B"

Handwritten initials: JRD and CND

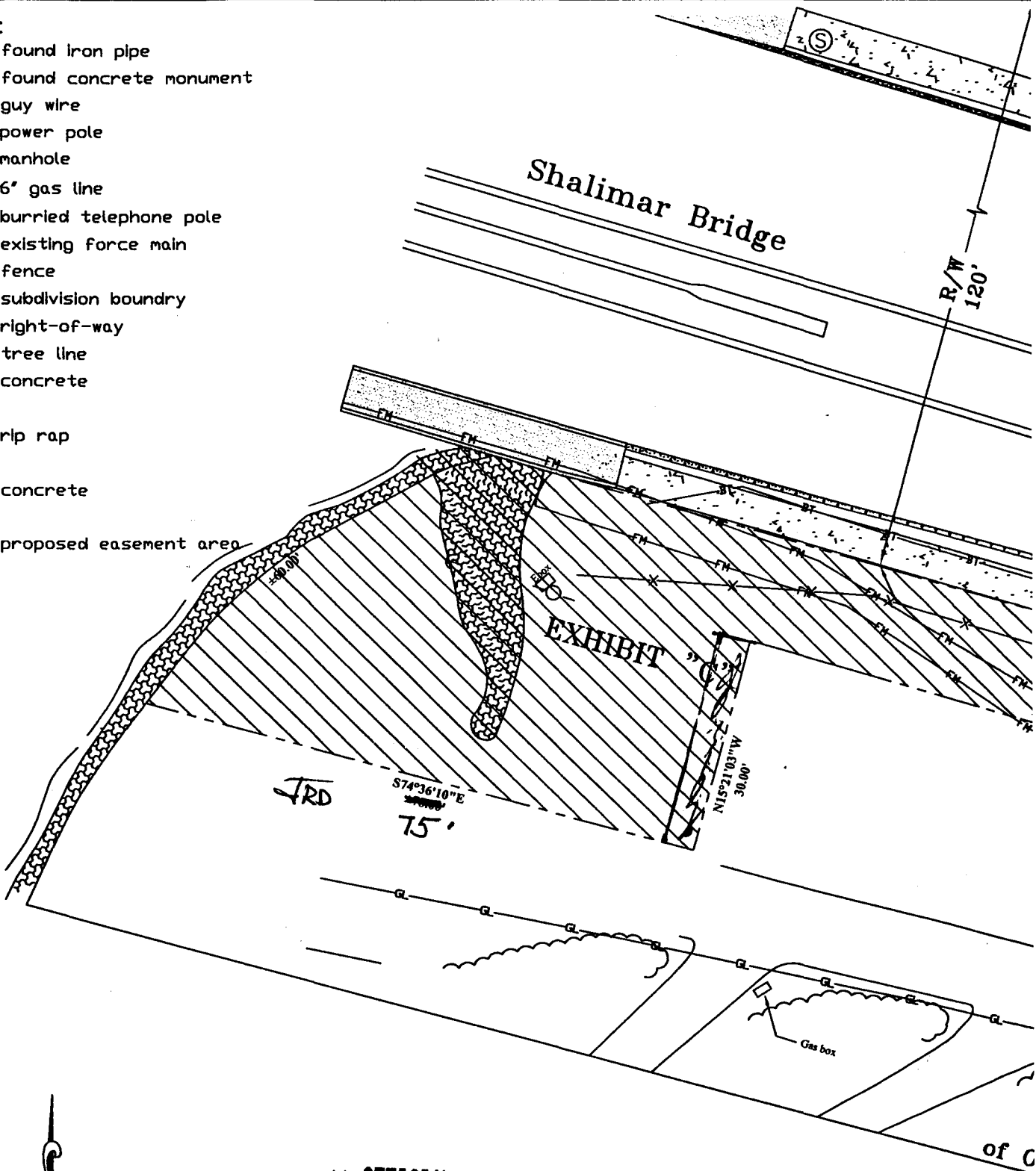
recorded in
 1105 PAGE 621
 a County records

OT 23

OT 22

Legend:

- found iron pipe
- found concrete monument
- ε guy wire
- power pole
- ⊙ manhole
- a — 6' gas line
- π — buried telephone pole
- m — existing force main
- - - - - fence
- - - - - subdivision boundary
- - - - - right-of-way
- ~~~~~ tree line
- [stippled] concrete
- [cross-hatched] rip rap
- [dotted] concrete
- [diagonal lines] proposed easement area

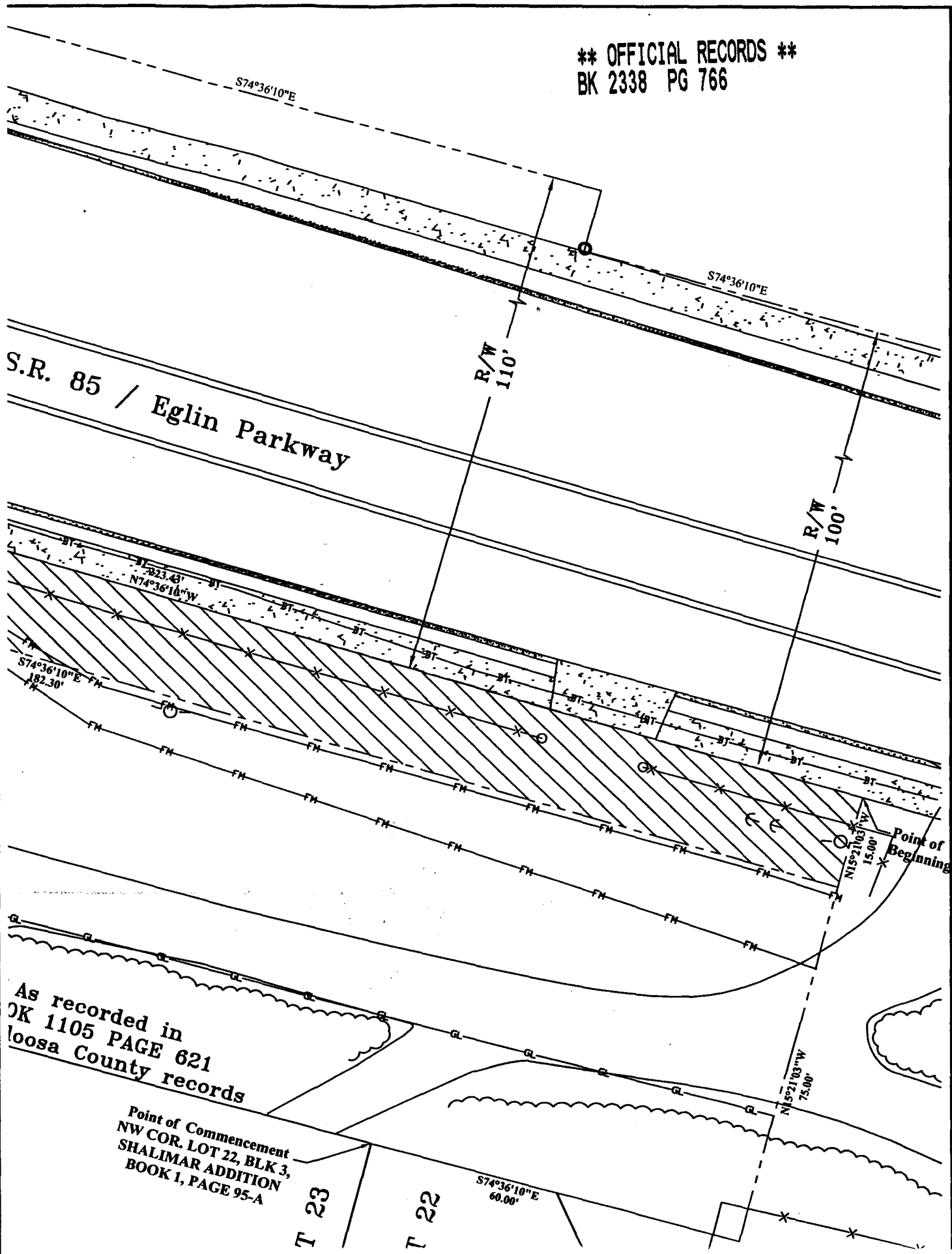


**** OFFICIAL RECORDS ****
 BK 2336 PG 3683

**** OFFICIAL RECORDS ****
 BK 2338 PG 765

GRAPHIC SCALE





As recorded in
 OK 1105 PAGE 621
 loosa County records

Point of Commencement
 NW COR. LOT 22, BLK 3,
 SHALIMAR ADDITION
 BOOK 1, PAGE 95-A

T 23
 T 22

DATE: August 5, 2001		DRAWN BY: JSC	CHECKED BY: EIK/JCC	JOB NO.
FILE LOCATION: D:\Projects\2001\11x17				
JOB NO.				
JOB NAME: JOHN DOWD PROPERTY				
NO.	DATE	DESCRIPTION	BY	RE
1	8/25/01	11x17 EXHIBIT 'C'		
Okaloosa County Water & Sewer Engineering				



EXHIBIT "C"
 JWD

DESCRIPTION
(John Dowd Property)
EXHIBIT "A"
FOR UTILITY EASEMENT

A parcel of land in Section 6, Township 2 South, Range 23 West, Okaloosa County Florida. Said parcel being an interior portion of the parcel recorded in Book 1105, Page 619 of the Official Records of Okaloosa County Florida and being more particularly describe as follows:

Commence at the Northwest corner of Lot 22, Block 3 Shalimar Addition as recorded in Play Book 1, page 95-A in Shalimar Florida. Thence South 74 degrees , 36 minutes, 10 seconds East along the North line of said Lot 22 a distance of 60.00 feet. Thence North 15 degrees, 21 minutes, 03 seconds East 75.00 feet to the South Right-Of-Way line of State Road Number 85 and the Point of Beginning. Thence North 74 degrees, 36 minutes, 10 seconds West 223.43 feet more or less to the face of an existing bulkhead wall near the waters edge of Garniers Bayou. Thence Southwesterly along the face of the afore mentioned bulkhead wall 60.00 feet more or less, Thence North 74 degrees, 36 minutes, 10 seconds East 75.00 feet more or less, Thence North 15 degrees, 21 minutes, 03 seconds East 30.00 feet. Thence South 74 degrees, 36 minutes 10 seconds East 182.30 feet. Thence North 15 degrees, 21 minutes, 03 seconds East 15.00 feet to the Point Of Beginning.

Contains 5,628 square feet or 0.13 acres more or less.

JRD
CJD