

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 4/5/2002

Contract/Lease Control #: L02-0188-BCC20-32

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

Award To/Lessee: CITY OF CRESTVIEW, FL

Lessor: OKALOOSA COUNTY

Effective Date: 4/2/2002 \$20.00

Term: EXPIRES 4/1/2022

Description of Contract/Lease: COUNTY VETERANS MEMORIAL

Department Manager: BCC

Department Monitor: J. CURRY

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed: _____

LEASE

Lease made this 2^d day of April, 2002, between OKALOOSA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, herein referred to as LESSOR, and the CITY OF CRESTVIEW, a municipal corporation in the State of Florida, hereinafter referred to as LESSEE.

LESSOR is the sole owner of the real estate described on Exhibit "A" attached hereto, and OKALOOSA COUNTY VETERANS MEMORIAL, INC., a Florida non profit corporation, has agreed, at its sole expense, to assume the financial responsibility to provide a structure or structures to serve the needs of the city and other community activities by constructing the Okaloosa County Veterans Memorial, including gazebo and relative plantings, benches, etc., as set forth on Exhibit "B" attached hereto, on the real property described in Exhibit "A" and to donate such improvements to LESSEE after they are completed.

LESSOR is ever mindful of the responsibility of all citizens to honor, recognize, remember and otherwise memorialize fallen soldiers from Okaloosa County, and in furtherance thereof is willing to dedicate the use of this valuable real estate as described on Exhibit "A" attached hereto without creating any additional tax burdens on the residents of Okaloosa County.

LESSEE and LESSOR shall, at all times during the lease term, share equally the cost and expense, of repairing, replacing and maintaining the demised premises in good condition and repair and both shall use all reasonable precaution to prevent waste, damage, or injury to the leased property. All applications and connections for necessary utility services on the demised premises shall be made in the name of LESSEE only, and LESSEE shall be solely liable for utility charges including those for sewer, water, gas, electricity and telephone service, etc.

This lease shall be for a period of twenty (20) years, upon ratification and approval by the Parties. LESSEE shall pay to LESSOR for the use and occupancy of the demised premises the sum of one dollar (\$1.00) per year for each year the said premises are rented payable on the tenth (10th) day of January of each and every calendar year.

LESSEE shall not assign or sublease the leased property without prior approval by the LESSOR. LESSEE shall not pledge, encumber, or grant any security interest in, or allow any liens, charges, encumbrances, or legal processes to be imposed or levied on the property or materials leased pursuant to this agreement. At the end of the lease, any improvements on the property shall remain on the property and become property of LESSOR. Any exception to this provision must be requested in writing and approved by the Board of County Commissioners.

LESSEE shall neither use, occupy or allow the use of the demised premises or any part thereof for any unlawful or hazardous use nor allow any use in a manner constituting a nuisance of any kind. Any alteration and/or expansion of the buildings, etc., (not reflected in Exhibit "B" attached hereto) shall be approved by the Board of County Commissioners without the necessity of a lease revision. Any expansion of the leased area shall require a lease revision.

To the extent allowed by the laws of the State of Florida and pursuant to Florida Statute 768.28, each party hereby agrees to be responsible for all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any negligent act or occurrence or omission or commission of the party, its officers, employees, or agents. Nothing herein is intended to serve as a waiver of sovereign immunity by either party.

At the commencement of the term, LESSEE shall accept the real estate in its existing condition and state of repair, and LESSEE agrees that no representations, statements or warranties, express or implied, have been made by or on behalf of LESSOR in respect thereto except as contained in the provisions of this lease, and LESSOR shall in no event be liable for any latent defects.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Executed by LESSEE in the presence of:

CITY OF CRESTVIEW, FLORIDA
LESSEE

Kathleen Bowman
SIGNATURE OF WITNESS
Printed Name: Kathleen Bowman

By: George H. Whitehurst
GEORGE H. WHITEHURST
Mayor

Geri L. Brown
SIGNATURE OF WITNESS
Printed Name: Geri L. Brown

ATTEST:

By: Janice J. Young
JANICE YOUNG
City Clerk

Executed: April 3, 2002
Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA
LESSOR

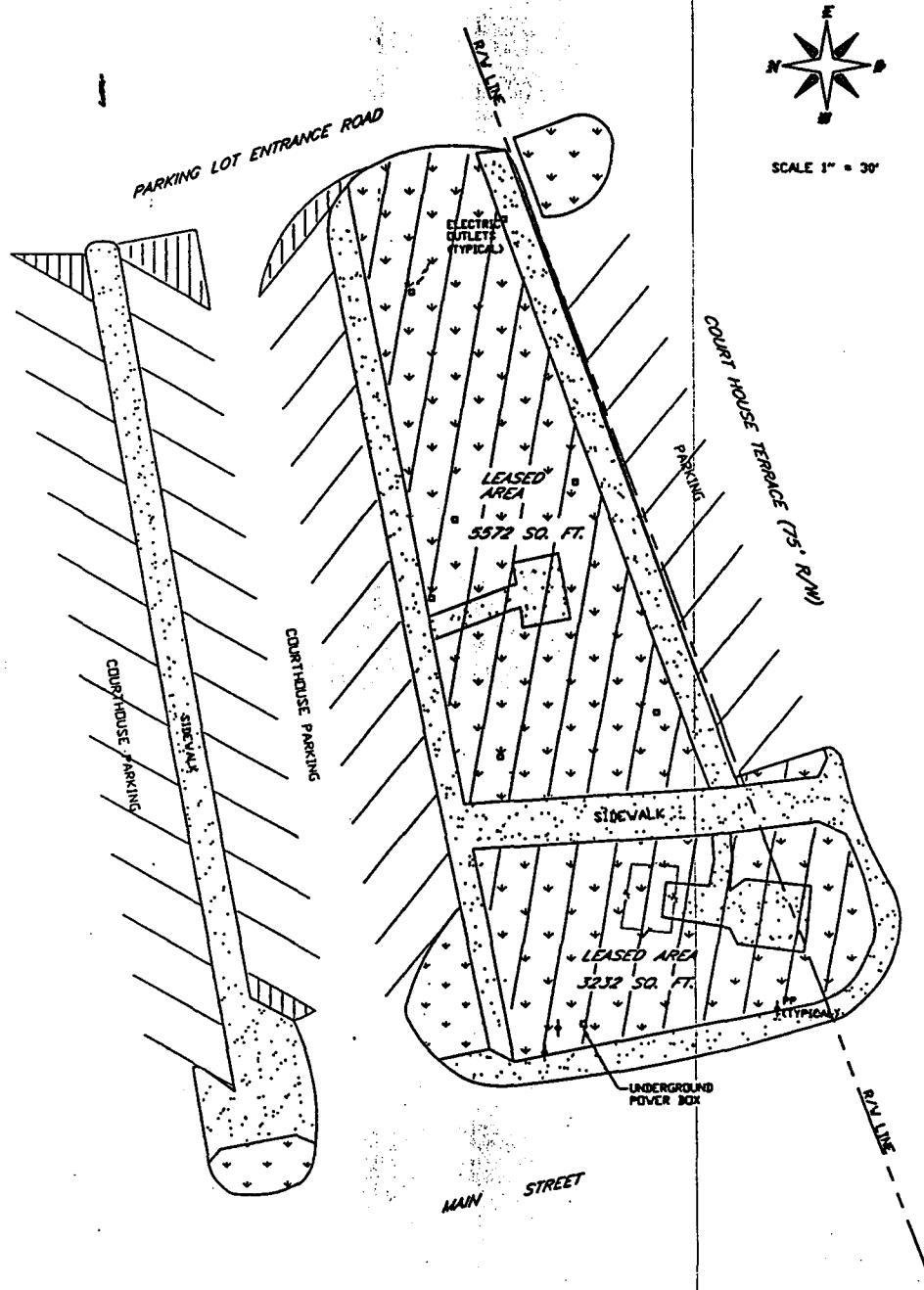
ATTEST:

By: Jackie Burkett
JACKIE BURKETT, Chairman

BY: Dany J. Stanford
Deputy Clerk

Executed: April 2, 2002

*Lease Description:
 That portion of Block 60, MAP OF CRESTVIEW, FLORIDA, as recorded in Plat Book 1,
 Page 72, of the Public Records of Okaloosa County, Florida, lying North of Court
 House Terrace (Beech Avenue, Plat), East of Main Street, South of the Court House
 parking lot, and West of the "Parking lot entrance road" as shown hereon.*



PREPARED BY:
 OKALOOSA COUNTY ENGINEERING DEPARTMENT
 1759 SOUTH FERDON BLVD.
 CRESTVIEW, FLORIDA 32536
 FIELD BOOK
 C-73 PAGES 40-55
 C-65-01 PAGES 73-74

EXHIBIT "A"

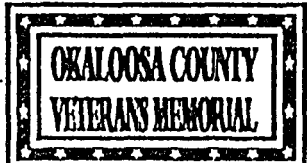
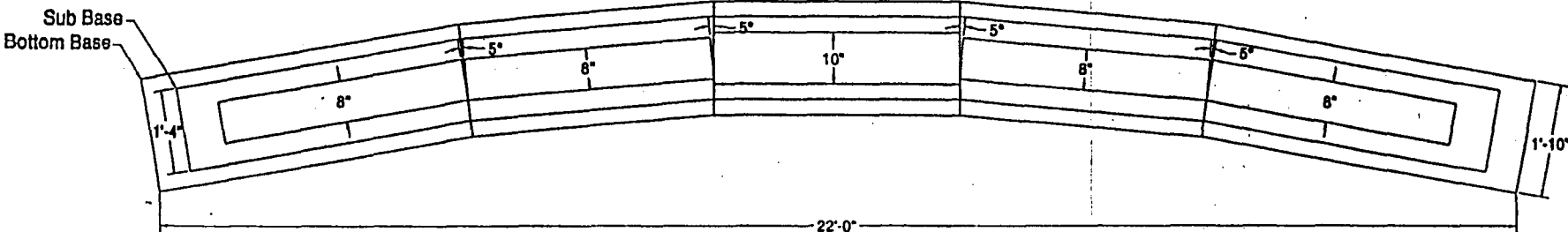
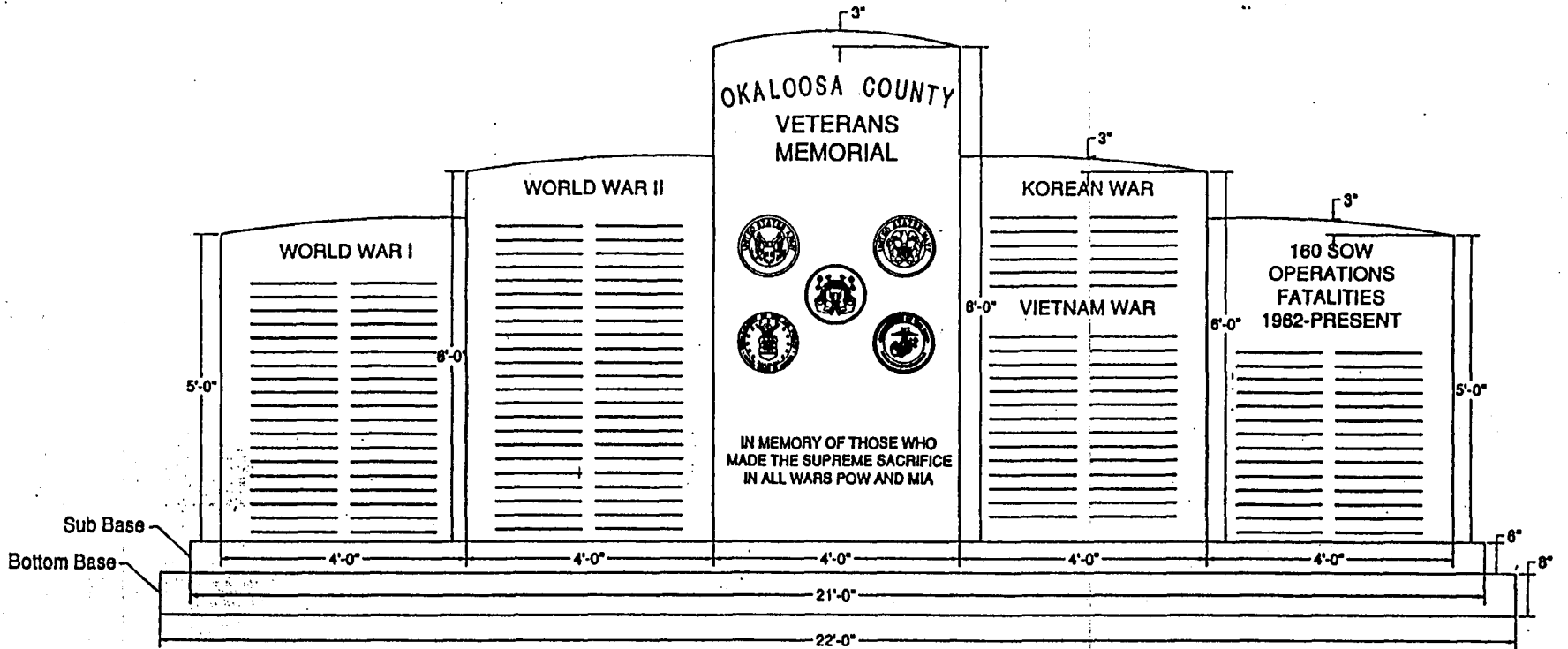
Cupola, Screens, and Clear Coating.



Heavy-Timber Gazebo

Available in gazebos 16' or larger. The gazebo shown here is an 18x36' Oval with a Double Roof, 6x6 Posts, and 2x3 Spindles.

EXHIBIT "B"



SCALE: 1"=10'