# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: <u>10/14/2019</u>

Contract/Lease Control #: L20-0477-FM

Procurement#: NA

Contract/Lease Type: <u>LEASE</u>

Award To/Lessee: OKALOOSA COUNTY COMPREHENSIVE HEAD START CHILD

DEVELOPMENT, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>10/01/2019</u>

Expiration Date: 09/30/2029

Description of

Contract/Lease: LEASE OF PROPERTY AT 22&24 MCGRIFF STREET

Department: <u>FM</u>

Department Monitor: <u>PUCKETT</u>

Monitor's Telephone #: 850-689-5790

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

Closed:

Cc: Finance Department Contracts & Grants Office

# PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: 1730, 5 Tracking Number: 3452-	19					
Procurement/Contractor/Lessee Name: City of 19. Walton Grant Funded: YES NO_						
Purpose: Lease of 22 = 24 mc Grirst NE						
92020						
Amount: 5 100 Per 48 2. GREATER THAN \$50,000						
Department: YW 3. [X \$50,000 OR LESS						
Dept. Monitor Name:						
0						
Purchasing Review						
Progurement or Contract/Lease requirements are met:						
ONIta Mon Date: 8-27-19						
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jesica Darr						
2CFR Compliance Review (if required)						
Approved as written:  NO fechal frant Name:						
Grants Coordinator Danielle Garcia						
Risk Management Review						
Approved as written:  Sel anail delay 9-3-19  Date: 9-3-19						
Risk Manager or designee						
County Attorney Review						
Approved as written:  See an all attached  Date: 9.5-19						
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designe	е					
Following Okaloosa County approval:						
Clerk Finance Document has been received:						
Date: Finance Manager or designee						

#### **DeRita Mason**

From:

Parsons, Kerry < KParsons@ngn-tally.com>

Sent:

Wednesday, September 4, 2019 4:44 PM

To:

DeRita Mason

Cc:

Lynn Hoshihara

Subject:

RE: Head Start Lease with City of Fort Walton - requires revisions

This is approved as revised for legal purposes.

Kerry A. Parsons, Esq. Nabors Giblin & Nickerson

1500 Mahan Dr. Ste. 200 Tallahassee, FL 32308 T. (850) 224-4070 Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, September 4, 2019 2:44 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>

Subject: FW: Head Start Lease with City of Fort Walton - requires revisions

I am sure that you received this yesterday, but I received a second email regarding the status of the review this afternoon.

I believe it is on a timeline to get it back to the council at the City of Fort Walton.

Please review the attached with your suggested changes from last week.

Thank you,

#### DeRita



DeRita Mason Contracts and Lease Coordinator Okaloosa County Purchasing Department

#### **DeRita Mason**

From:

Karen Donaldson

Sent:

Tuesday, September 3, 2019 10:38 AM

To:

DeRita Mason

Subject:

FW: Head Start Lease with City of Fort Walton

DeRita

See below. Accidently sent it to myself! Rough start to the day already!

# Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: 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: Karen Donaldson < kdonaldson@myokaloosa.com >

Sent: Tuesday, September 3, 2019 10:37 AM

To: Karen Donaldson <a href="mailto:kdonaldson@myokaloosa.com">kdonaldson@myokaloosa.com</a> Subject: RE: Head Start Lease with City of Fort Walton

DeRita

This is approved by risk. The lease requires Head Start to carry the insurance. Please make sure we get a copy of the insurance and that Okaloosa county and the City of Fort Walton are named as additional insured. I do not see a copy in the file currently.

Thank you

# Karen Donaldson

Karen Donaldson Public Records and Contracts Specialist Okaloosa County Risk Management 5479-B Old Bethel Rd. CONTRACT#: L20-0477-FM
OKALOOSA COUNTY COMPREHENESIVE HEAD
START CHILD DEVELOPMENT, INC.
LEASE AT 22&24 MCGRIFF STREET

EXPIRES: 09/30/2029

# **COMMERCIAL LEASE**

THIS LEASE is made between the City of Fort Walton Beach, Florida ("City" or "Lessor") whose address for purposes of notice under this lease is 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida 32548 and Okaloosa County Comprehensive Head Start Child Development, Inc., a Florida corporation, ("Head Start") and the Okaloosa County Board of Commissioners, ("County"), hereafter called "Lessee" whose address for purposes of notice under this lease is 1250 N Eglin Parkway, Shalimar, Florida 32579.

The parties agree as follows:

- 1. AGREEMENT TO LEASE. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the Premises located at 22 and 24 McGriff Street NE, Fort Walton Beach, Okaloosa County, Florida, and as described in Exhibit A which is attached and incorporated by reference.
  - 2. TERMS OF LEASE. The terms of the lease are as follows:

The term of this Lease shall be a period of ten (10) years, commencing on October 1, 2019, ("Commencement Date") and ending on September 30, 2029. Thereafter, the term shall continue annually upon ratification and approval by the parties. Either party may terminate this lease by giving to the other party written notice of no less than thirty days in advance of the termination date.

#### 3. BASE RENT

- a. Base Rent shall be at a rate of \$1.00 per year for each year the premises are rented.
- b. All payments due from Lessee to Lessor under the terms of this lease, including but not limited to monthly rental payments, shall be paid promptly when due to Lessor at the address set forth above or the place Lessor, otherwise designates in writing. Payments shall be made on the 1<sup>st</sup> day of each month during the term of the Lease.
- 4. **PERMITTED USE.** Head Start will use the premises for the Head Start Program to include exclusive use of the playground area on the side of the building. The parking area shall be non-exclusive to the Lessee and may also be used by the public during City-sponsored or authorized events.
- 5. TAXES. Lessee shall pay and discharge as they become due, promptly and before delinquency, all real property taxes imposed on the Premises for the land and all improvements constructed thereon or attributable to the Premises (collectively "Taxes"), including all governmental charges of whatever name, nature, and kind which shall be levied, assessed, charged, or imposed or which may become a lien or charge on or against the Premises or any part thereof, the leasehold of the Lessee herein, any building or buildings, or any other improvements now or hereafter thereon or on or against Lessee's estate hereby created which may be a subject of taxation or Lessee's proportionate share of any tax assesses on or against Lessor by reason of its ownership of the fee

underlying this Lease, during the entire Term, excepting only those taxes hereinafter specifically excepted.

- a. <u>Special Assessments.</u> Lessee shall pay all special assessments and levies or charges made by any municipal or political subdivision for internal improvements or infrastructure necessary for the development of the premises.
- b. <u>Taxes Excluded.</u> Anything in this section to the contrary notwithstanding, Lessee shall not be required to pay any tax that might become due on account of Lessor's ownership of property other than the Premises which may become a lien on the Premises or collectible out of the Premises.
- c. <u>Contesting Taxes.</u> If Lessee shall in good faith desire to contest the validity or amount of any tax or other governmental charge herein agreed to be paid by Lessee, Lessee shall be permitted to do so and to defer payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest, on giving to Lessor written notice thereof prior to the commencement of any such contest which shall be at least thirty (30) days prior to delinquency and on protecting Lessor on demand by a good and sufficient surety bond in the amount of one hundred ten percent (110%) of the amount of any such tax, levy, assessment, or charge, against any such tax, levy, assessment, rate, or governmental charge and from any costs, liability, or damage arising out of any such contest. Lessor shall cooperate in good faith with Lessee in Lessee's contest of any such tax or other governmental charge.
- d. <u>Disposition of Rebates</u>. All rebates on account of any such Taxes required to be paid and paid by Lessee under the provisions hereof shall belong to Lessee, and Lessor will on the request of Lessee execute any receipts, or assignments that may be necessary on the Premises in order to secure rebates that may be received by Lessor.
- e. <u>Lessor's Right to Pay Taxes on Behalf of Lessee.</u> In the event Lessee shall fail to comply with the preceding terms of this section, Lessor may, but shall not be obligated to, pay any such Taxes and charge such amount so paid, plus all of its costs and expenses, as Additional Rent to Lessee and Lessee shall pay such sum to Lessor within thirty (30) days of delivery of such invoicing by Lessor to Lessee. Lessee shall have the right to inspect Lessor's supporting documentation and proof for any such Additional Rent and to contest the Additional Rent if it is reasonable to do so based upon the totality of the circumstances.
- f. <u>Receipts.</u> Lessee shall, upon request, obtain and deliver to Lessor proof of payment receipts, or duplicates thereof, for all taxes, assessments, and other items required hereunder to be paid by Lessee, promptly on payment thereof.
- 6. SECURITY DEPOSIT. The Lessee shall pay a security deposit in the amount of \$0.00 to the Lessor on or by the Commence Date set forth herein. The security deposit may be returned in whole or in part to the Lessee by the Lessor at the termination of this lease. The amount of the security deposit to be returned to Lessee at termination of this lease will be determined by/be

based upon reasonable inspection by the Lessor, its agents, or employees, for the costs of repairs to be made on the Premises subject to Lessor's inspection.

- 7. UTILITIES. Lessee shall pay all costs and expenses for utilities, including but not limited to water, sewer, refuse collection and electricity related to the safe and sanitary operation of the building.
- 8. PARKING. Lessee's customers and employees shall have the non-exclusive right in common with others to park within the parking. The parking areas shall be considered a part of the Premises and shall remain subject to the general management and maintenance of the Lessee.

# 9. MAINTENANCE, REPAIR AND IMPROVEMENTS.

- a. Lessee shall at all times maintain in good safe condition the building, exterior and interior, the electrical wiring, plumbing, heating and air conditioning installation, and any other system or equipment upon the premises. Lessee shall maintain the Premises in a neat and orderly condition and shall be responsible for all maintenance and repair of the Premises, both interior and exterior.
- b. Any alterations or expansion of the building shall be approved by the City Council and the Okaloosa County Board of Commissioners without the necessity of an amendment to this Lease.
- c. At the end of the lease, any improvements on the property shall remain on the property and become property of the City.
- d. All alterations to the Premises shall be permitted through the City.
- 10. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:
- a. Lessee shall pay the rent and every installment of it when it comes due.
- b. Lessee shall not commit or permit waste or damages to the Premises; shall not conduct or permit a business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; shall surrender the Premises on expiration or termination of this lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee, its successors, sublessees, and assigns (excepting movable furniture, equipment, supplies and inventory) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Premises, unless the Lessee is able to remove the fixtures and repair the property to its original form when the Lessee first took possession of the Premises from the Lessor, and such repairs are completed on or before the expiration date of this lease, and subject to the approval of the Lessee.

- c. Lessee shall prohibit and refrain from engaging or allowing any use of leased Premises that will increase Lessor's premiums for insurance on the Premises without the express written consent of Lessor.
- d. Lessee agrees that any modification of use of the Premises shall require Lessor's written approval before any modification is commenced.
- 11. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:
- a. To warrant and defend Lessee in the enjoyment and peaceful possession of the Premises during the aforesaid term.
- b. If the Premises are destroyed or so damaged by fire, casualty, or other disaster that the Premises become uninhabitable or used for the purpose by the Lessee, Lessor will have the right to render the Premises tenable by repairs within 90 days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Premises are not rendered inhabitable within that time, either party will have the right to terminate this lease by written notice to the other. In the event of such termination, the rent shall be paid only to the date of the damage. If the lease is not terminated, rent nevertheless shall be abated during the period of time from the date of damage to date of physical occupancy by Lessee or date of complete restoration, whichever occurs first.
- 12. **DEFAULT IN PAYMENT OF RENT.** If any rent required by this lease is not paid when due, Lessor will have the option to:
  - a. Terminate this lease, resume possession of the property, and recover immediately from Lessee the difference between the rent specified in the lease and the fair rental value of the property for the remainder of the term, reduced to present worth; or
  - b. Remove Lessee from the Premises and resume possession of the Premises and relet or rent the property for the remainder of the term for the account of Lessee and recover from Lessee at the end of the term or at the time each payment of rent comes due under this lease, whichever Lessor may choose, the difference between the rent specified in the lease and the rent received on the re-letting or renting.
- 13. **DEFAULTS OTHER THAN RENT.** If Lessee fails to perform or breaches any agreement on this lease other than the agreement of Lessee to pay rent, and this failure or breach continues for fifteen days after a written notice specifying the required performance has been given to the party failing to perform, (a) the Lessor may institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including

reasonable attorney's fees; or (b) Lessor may, after 30 days' written notice to the other, comply therewith or correct any such breach, and the costs of that compliance shall be payable on demand.

- 14. INSOLVENCY, BANKRUPTCY, ETC. OF LESSEE. RESERVED.
- 15. LESSOR TO HAVE LIEN. RESERVED.
- right or remedy to collect rent or enforce its rights under this lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this agreement or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this lease or to exercise any remedy, privilege, or option conferred by this lease on or reserved to Lessor shall not operate or be construed as relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that privilege, option, or remedy; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this lease, or any of the Lessor's rights, remedies, privileges, or options under this lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the premises for the remainder of the term of this lease will be valid unless accepted by Lessor in writing. Lessee will not assign nor sublet this lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this lease to be performed by Lessee. Sublessee will be obligated to pay rent directly to Lessor only after Sublessor's default in payment and written demand from Lessor to Sublessee to pay rent directly to Lessor.

17. ADDRESSES FOR PAYMENTS AND NOTICES. Rent payments and notices to Lessor shall be mailed or delivered to the address set forth on the first page of this lease, unless Lessor advises Lessee differently in writing.

Notices to Lessee may be mailed, posted on, or delivered to the address set forth on the first page of this lease, unless Lessee advises Lessor differently in writing, and proof of mailing or posing of those notices to the leased Premises will be deemed the equivalent of personal service on Lessee. All notices to Lessor shall be sent by certified or registered mail, return receipt requested.

- 18. NO JOINT VENTURE OR PARTNERSHIP. Nothing contained herein shall be construed by either party to establish a joint venture or partnership between the parties.
- 19. SOVEREIGN IMMUNITY. Except as expressly set forth in this Lease, nothing herein shall be deemed to be a waiver by the Lessor or the Lessee of their rights to sovereign immunity.

20. INSURANCE. Lessee shall maintain the following types and amounts of insurance. All insurance policies required of the Lessee shall be written by insurance companies licensed to conduct business in the State of Florida and having a rating from A M Best Company of not lower than A-.

During the term of this Agreement, Lessee, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Lessee. Lessee shall provide the City a certificate of insurance evidencing such coverage. Lessee's insurance coverage shall be primary insurance as respects to the City for all applicable policies. The limits of coverage under each policy maintained by Lessee shall not be interpreted as limiting Lessee's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the City's Risk Manager.

The coverages, limits and/or endorsements required herein protect the primary interests of the City, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Lessee against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Lessee under this Agreement.

The following insurance policies are required:

#### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 Fire Legal Liability Coverage

Policy must include coverage for Contractual Liability.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Lessee. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

# **Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$500,000 combined single limit each accident.

If the Lessee does not own vehicles, the Lessee shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### Workers' Compensation and Employer's Liability

Limits: Workers' Compensation – Statutory Employers' Liability – Statutory

Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Lessee must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

# Insurance Certificate Requirements

- a. The Lessee shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Lessee shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Lessee to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Lessee shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general and auto liability policies with a Waiver of Subrogation included on the workers' compensation policy.
- g. The Agreement, Bid/Contract number event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows: City of Fort Walton Beach, Florida The Lessee has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Lessee's expense.

If the Lessee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Lessee may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Lessee's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Lessee's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Lessee that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained throughout the life of this agreement. In addition, Lessee must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Lessee's insurance policies.

All notices of any claim/accident (occurrences) associated with this Agreement, shall be provided to the Lessee's insurance company and the City's Risk Management office as soon as practicable.

It is the Lessee's responsibility to ensure that all sub-Lessees comply with these insurance requirements. All coverages for subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Lessee.

The Lessor shall have the right to request, and Lessee agrees to provide within thirty (30) days proof of insurance.

- 21. CAPTIONS. The captions and paragraphs or letters appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this lease or affect this lease in any way.
- 22. FLORIDA LAW. This lease will be governed by the laws of the State of Florida, as to both interpretations and performance. Venue for the enforcement of or any disputes arising from this lease shall be in Okaloosa County, Florida.
- 23. ATTORNEY'S FEES. In case suit should be brought for recovery of the Premises, or because of any act which may arise out of the possession of the premises, by either

party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

- 24. ENTIRE AGREEMENT. This Lease sets forth all the promises, agreements, conditions, and understanding between Lessor and Lessee relative to the leased premises. There are no other premises, agreements, conditions, or understanding, either oral or written, between them. Lessee unless in writing and signed by them and made a part of this lease by direct reference. Lessor has made no promises or statements regarding the profitability of Lessee's business to be conducted in the Leased Premises or Leased Premises fitness for any particular purpose.
- TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include 25. the plural whenever the context requires or admits.
- 26. REPRESENTATIVES BOUND HEREBY. The terms of this lease will be binding on the respective successors, representatives, and assigns of the parties.
- 27. **ASSIGNMENT.** Lessee shall not have the right to assign this lease without prior written approval, which may be given at the Lessor's discretion. Head Start 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 any of the premises or buildings on the premises.

IN WITN	ESS WHEREOF	Lessor and	Lessee have duly	executed this	Lease Agreement
on this 10th da	y of October	, 2019.	,		S

Signed, sealed, and delivered in our presence devitnesses:

LESSOR:

Attest:

Y OF FORT WALTON BEACH

Kim M. Barnes, City Clerk

Richard A. Rynearson, Mayor

Date: September 10, 2019

Approved as to legal form:

Hayward Dykes Jr., City Attorney

LESSEE:

Attest: By: M. D. Peacock, II, Clerk Charles K. Windes, Jr., Chairman OCT 0 1 2019 Date: Approved as to legal form: By: Gregory T. Stewart, County Attorney Lynn Hoshihara, Coun Attest By: Maria Lucinda Eventon Print Name: Maria Lucinda Everton Title: Human Resources Manager

> MARIA LUCINDA EVERTON Notary Public - State of Florida Commission # GG 320418 My Comm. Expires Jul 29, 2023 Bonded through National Notary Assn

**BOARD OF COUNTY COMMISSIONERS** OKALOOSA COUNTY, FLORIDA

OKALOOSA COUNTY COMPREHENSIVE HEAD START DEVELOPMENT, INC.

**Executive Director** 

# OKALOOSA COUNTY COMPREHENSIVE HEAD START CHILD DEVELOPMENT, INC. (HEAD START) LEASE - 22 & 24 McGRIFF STREET NE

COMMENCE AT THE CONCRETE MONUMENT WHICH LIES AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF HARBESON AVENUE NE WITH THE NORTH RIGHT-OF-WAY LINE OF McGRIFF STREET NE, BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK 12, FIRST ADDITION TO NORTH HILL GARDENS, AS RECORDED IN PLAT BOOK 2, PAGE 87, OKALOOSA COUNTY, FLORIDA; THENCE SOUTH 89° 12' 45" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF McGRIFF STREET NE, A DISTANCE OF 175.73 FEET; THENCE SOUTH 00° 00' 00" EAST A DISTANCE OF 75.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00° 00' 00" EAST A DISTANCE OF 177.58 FEET; THENCE SOUTH 90° 00' 00' WEST A DISTANCE OF 255.53 FEET; THENCE NORTH 00° 00' 00" WEST A DISTANCE OF 174.07 FEET; THENCE NORTH 89° 12' 45" EAST, PARALLEL TO AND 75.00 FEET SOUTH OF THE NORTH RIGHT-OF-WAY LINE OF McGRIFF STREET NE, A DISTANCE OF 255.56 FEET TO THE POINT OF BEGINNING. CONTAINS 44,928.44 SQUARE FEET OR 1.0314 ACRES, MORE OR LESS. BEARINGS BASED ON ASSUMED BEARING OF SOUTH 89° 12' 45" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF McGRIFF STREET NE.

