

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/08/2022

Contract/Lease Control #: L22-0503-WS

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: FORT WALTON STORAGE, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/06/2022

Expiration Date: 11/05/2022

Description of: VACANT PARCEL LEASE

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7195

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

Closed:

Cc: BCC RECORDS

LEASE AGREEMENT

This **LEASE AGREEMENT** made as of this 6th day of April, 2022, between **OKALOOSA COUNTY, FLORIDA**, with its principal place of business located at 1250 N. Eglin Parkway, Suite 102, Shalimar, FL (hereinafter referred to as Lessee), and Fort Walton Storage LLC with a principal address of 709 Allendale Lake Rd Greenwood MO 64034 (hereinafter referred to as Lessor).

For and in consideration of the rental herein reserved, and of the covenants, conditions, agreements, and stipulations of the Lessee hereinafter expressed, the parties agree as follows:

1. **Premises.** The Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described premises:

(a) The vacant parcel (34-1S-24-0000-0001-000A) owned by Fort Walton Storage LLC located at Lewis Turner Boulevard, hereinafter referred to as "Leased Premises."

(b) Together with the right to use in common with Lessor, its employees and tenants, for parking of automobiles on the Leased Premises.

(c) Lessee acknowledges that Lessee has inspected the Leased Premises and hereby accepts same in "as is" condition and further acknowledges that Lessor has made no warranties and/or representations regarding the condition of the leased premises.

2. **Term.**

(a) The term of this Lease shall be for seven (7) months commencing on the 6th day of April, 2022 and terminating on the 5th day of November, 2022. This Lease may be extended, with the consent of Lessor, from month-to-month, but not to exceed twelve (12) months cumulatively. Lessee may terminate this Lease with thirty (30) days written notice to Lessor.

3. **Rental.** Lessee hereby covenants and agrees to pay to the Lessor at 709 Allendale Lake Rd Greenwood, MO 64034, or at such other place as the Lessor may from time to time designate in writing, as rental for the Leased Premises during the term of this Lease, payable monthly in advance, beginning on the first day of commencement of this Lease and continuing on the same day of each month thereafter for the entire term of this Lease as follows:

(a) Rent in the amount of \$1,000.00 per month during the term of this Lease.

4. **Use of Premises.** The Lessee shall use Leased Premises for parking. Lessee shall comply with all present and future laws or ordinances applicable to the Leased Premises and shall not commit or suffer waste on the Leased Premises, or use or permit anything on the Leased

commit or suffer waste on the Leased Premises, or use or permit anything on the Leased Premises which may be illegal, or constitute a private or public nuisance, or conflict with or invalidate or increase the cost of any of Lessor's fire and extended coverage insurance, or which may be dangerous to persons or the property of the Lessor or other tenants of Lessor's adjacent building, employees, and customers.

5. Repairs, Maintenance, and Changes by Lessee.

(a) The Lessee will be responsible for any alterations or improvements to Leased Premises with the written consent of the Lessor.

6. Notices. All notices to be given under this Lease shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All notices mailed as herein provided shall be deemed received two (2) days after mailing. Notices to both parties shall be sent to the address set forth in the preamble hereof.

7. Non-Waiver. Lessor's or Lessee's failure to insist upon strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect.

8. Captions. The captions and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Lease.

9. Applicable Law. This Lease shall be governed by and construed under the laws of the State of Florida. The venue for any action relating to the construction, interpretation, or enforcement of this Lease shall be in the state courts of Okaloosa County, Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease.

10. Successors. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its successors, and assigns; and shall be binding upon Lessee, its heirs, executors, administrators, successors, and assigns; and shall inure to the benefit of Lessee and only such assigns of Lessee to whom the assignment by Lessee has been consented to by Lessor.

11. Force Majeure. The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, including the performance of Lessor's and Lessee's work, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party, other than lack of monies or inability to

procure monies to fulfill its commitment or obligation under this Lease; *provided, however*, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

12. **Amendments in Writing.** This Lease and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Leased Premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by both parties.

13. **Copies.** This Lease may be executed in multiple copies, any one of which may be considered and used as an original.


IN WITNESS WHEREOF, the parties have hereto executed this instrument on the day and year first written above.

OKALOOSA COUNTY, FLORIDA

John Hofstad Digitally signed by John Hofstad
Date: 2022.04.06 08:12:24 -05'00'


John Hofstad, County Administrator
Date: 4/6/2022

LESSEE


Jayson Cruse- Managing Member

[Print Name and Title]
Date: 3/30/2022

Witnesses:



Signature
Patsy Cruse

Print Name

John, This is the temporary lease of a field for interim parking at the Water and Sewer site as the State Attorney moves in and the Water and Sewer wrap up construction. This should eliminate the problems during this phase for what seems like a reasonable cost. Please sign.
Craig

From: Mark Wise
Sent: Tuesday, April 5, 2022 5:16 PM
To: Craig Coffey <ccoffey@myokaloosa.com>
Cc: Jeff Littrell <jlittrell@myokaloosa.com>; Nicole Nabors <nnabors@myokaloosa.com>
Subject: Short-Term Lease Agreement - Fort Walton Storage

Craig,

For you and John's approval and his execution, attached is a 6-month lease w/ Fort Walton Storage LLC that would allow us to have some extra grass parking. When the State Attorney's Office moves in late April, we will not have enough parking on our block, until the point when the OCWS Field Offices project is completed. That parking will have a new parking lot with additional spaces. Therefore, this lease is hopefully just 6 months, but is month-to-month after that if additional time is needed. The property owner initially asked for \$1,500 per month, and we negotiated it down to \$1,000 per month.

The lease agreement has been approved through Kerry (see below) and does not need to go to the BCC, given the dollar amount and temporary nature. After John signs, please forward back to me. I can add all the dates and forward it to the right County staff for good record keeping.

Thanks,
Mark

Mark Wise, P.E.
Deputy Director
Okaloosa County Water & Sewer
(850) 651-7502

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: Jon Kanak
Sent: Tuesday, April 5, 2022 3:50 PM
To: Mark Wise <mwise@myokaloosa.com>
Subject: FW: Lease Agreement

Here is approval from Kerry.

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, March 29, 2022 5:27 PM
To: Jon Kanak <jkanak@myokaloosa.com>
Subject: RE: Lease Agreement

Hey Jon:

I am good with your additions and deletions. If you want to clean it up it is approved for legal purposes.