

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date:** 1/19/1982

**Contract/Lease Control #:** L82-0094-BCC50-22

**Bid #:** N/A

**Contract/Lease Type:** REVENUE

**Award to/Lessee:** DAV, NICEVILLE

**Lessor:** OKALOOSA COUNTY

**Effective Date:** 1/19/1982

**Amount:** \$1.00 ANNUAL

**Term/Expires:** 1/19/2032

**Description of Contract/Lease:** TWIN CITIES HOSPITAL PROPERTY

**Department Manager:** ASSISTANT COUNTY ADMINISTRATOR

**Department Monitor:** D. MILLER

**Monitor's Telephone #:** 689-5007

**Monitor's Fax #:** 689-5025

**Date Closed:**

**Originally, lease was for a period of 30 years with an option for Lessee to renew lease for two additional 10 year periods. 10/31/1988 Lessee requested Lessor approve lease extension for the two additional 10 year periods. November 1, 1988, BCC approved extending the lease the additional 20 years to expire 1/19/2032.**

**8/14/2008 DAV Point of Contact: Walter Maddox 850-678-5079**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>CS&amp;S/NORTHEAST AGENCIES, INC.</b> <b>PO BOX 958489</b> <b>Lake Mary, FL 32746-8989</b> <b>1-800-742-9705</b>	CONTACT NAME: PHONE (A/C, No, Ext): EMAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: <b>Continental Casualty Company</b></td> <td><b>20443</b></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>Continental Casualty Company</b>	<b>20443</b>	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> <b>BAY AREA CHAPTER 112 DISABLED AMERICAN VETERANS</b> <b>PO BOX 654</b> <b>NICEVILLE, FL 32588</b>															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<b>Y</b>		<b>5093891278</b>	<b>04/05/20</b>	<b>04/05/21</b>	EACH OCCURRENCE \$ <b>500,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>500,000</b> GENERAL AGGREGATE \$ <b>1,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY(Per person) \$ BODILY INJURY(Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<b>N/A</b>			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

Okaloosa County BOCC

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Acord 101, Additional Remarks Schedule, may be at

Certificate Holder is named as Owner/Others Land Leased

Location #1 920 HOSPITAL DR, NICEVILLE, FL, 32578

CONTRACT#: L82-0094-BCC

DAV, NICEVILLE

TWIN CITIES HOSPITAL PROPERTY

EXPIRES: 01/19/2032

**CERTIFICATE HOLDER****CANCELLA****BOARD OF COUNTY COMMISSIONERS**

602-C NORTH PEARL STREET

CRESTVIEW, FL 32536-2749

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Kym M. Connaughy*

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DISABLED  VETERANS

BAY AREA CHAPTER NO 112  
P.O. BOX 654  
NICEVILLE, FLORIDA 32578

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY , FLORIDA  
ANNEX, COUNTY COURT HOUSE  
SHALIMAR, FLORIDA 32579

October 31, 1988

Dear Sirs,

As you know, Bay Area Chapter 112 of the Disabled American Veterans Inc. is the Lessee of the property described in the Lease between Okaloosa County via the Board of County Commissioners (Lessor), dated 19 Jan. 1982.

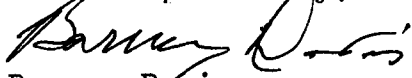
In accordance with Section Eighteen, OPTION TO RENEW, of the above referenced lease; We as Lessee request your concurrence in exercising the Two (2) additional Ten (10) year terms of renewal at the earliest possible date of mutual accomadation. That concurrence would then amend Section Two of the affective lease and extend the date for renewal to Fifty (50) years from the original execution of 19 Jan. 1982 to 19 Jan. 2032.

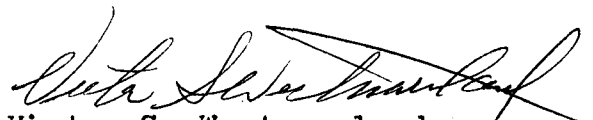
If you concur with this request, We, in compliance with the terms of our lease, would immediately forward a check to you for the additional required fee; spec. Twenty (20) dollars.

We, now as in the past are deeply appreciative of your support for our organization, it's purposes and intents.

Furthermore, in our concept of shared cummmunity responsibilites and considerations, we would respectfully remind you of our building it's accomadations and potentials. As of now we using the building as a meeting place for both Boy and Girl Scouts as well as other cummmunity needs. Also the building can be used as an emergency shelter should the need arise.

Respectfully,

  
Barney Davis  
Commander

  
Victor S. Westmoreland  
Past Commander, Adjutant

VSW/BD

w/attachments

11-1-88

# BOARD OF COUNTY COMMISSIONERS

OKALOOSA COUNTY

CRESTVIEW, FLORIDA 32536

Customer's Order No. _____		Date <u>April 6,</u>		19 <u>82</u>		
Name <u>Disabled American Veterans</u>						
Address <u>P.O. Box 7, Valparaiso, Fla 32580</u>						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
	<u>check</u>					
QUAN.	DESCRIPTION	PRICE	AMOUNT			
	<u>Lease - 30 yr payment</u>					
	<u>Lease between Okaloosa County</u>					
	<u>and Bay Area Chapter 112,</u>					
	<u>Disabled American Veterans, Inc</u>					
	<u>property @ old Nicomille</u>					
	<u>Hosp. Facility</u>					
	<u>CT 275 1-18-81</u>				<u>30.00</u>	
All claims and returned goods MUST be accompanied by this bill.				TAX		
19307	Received By <u>Shirley O'Neal</u>	TOTAL			<u>30.00</u>	

GS-58

January 19, 1982

Received from Disabled American Veterans a check in  
the amount of THIRTY DOLLARS (\$30.00) as Lease Fee  
for thirty (30) years.

*Jeanne Burns for*

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

L E A S E

Lease made January 19, 1982, 1982, 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 BAY AREA CHAPTER 112, DISABLED AMERICAN VETERANS, INC., of P. O. Box 7 (Address), City of Valparaiso, County of Okaloosa, State of Florida, herein referred to as lessee.

RECITALS

1. Lessor is the sole owner of the real estate described below, and Lessee has agreed to assume the financial responsibility to provide a structure to serve the needs of its organization and various other community activities..
2. Lessor is ever mindful of the responsibility of all citizens to respond to the needs of the disabled American veterans and in furtherance thereof is willing to dedicate the use of this valuable real estate as hereinbelow stated without creating any additional tax burdens on the residents of Okaloosa County.
3. Lessee is a non-profit corporation attending to the various needs of the citizens of Okaloosa County, Florida.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE  
SUBJECT AND PURPOSE

Lessor leases the land located in the County of Okaloosa, State of Florida, and more particularly described as follows:

Commence at the NE Corner of Lot 12, Block C, Pine Lake Subdivision, as recorded in Plat Book 4, Page 25, in the records of the Clerk of the Circuit Court of Okaloosa County, Florida, thence run south along the west right-of-way line of Hospital Street a distance of 101.40 feet to a point, thence run N 89°30'00"E a distance of 66.00 feet to the Point-Of-Beginning, thence proceed along same bearing a distance of 161.40 feet to a point, thence run N 5°58'00"W a distance of 275.00 feet to a point, thence run N 89°56'00"W a distance of 132.40 feet to a point, thence run S 00°04'00"W a distance of 275.00 feet to the Point-Of-Beginning, all lying and being in Section 8, Township 1 South, Range 22 West, containing .93 acre, more or less.

to Lessee for Lessee's use and Lessee agrees to use the premises for the following purposes:

1. Lessee shall construct a chapter home for Bay Area Chapter 112, Disabled American Veterans, Inc.
2. Lessee may utilize the structure for various other community activities.

SECTION TWO  
TERM AND RENT

Lessee shall pay Lessor for the use and occupancy of the demised premises ONE DOLLAR (\$1.00) per year, payable in advance on the tenth (10th) day of January of each and every calendar year, which rental rate shall continue for thirty (30) years from the date of execution hereof. All rental payments shall be made to Lessor at the Office of the Clerk of Circuit Court, Okaloosa County Courthouse, Crestview, Florida. Lessee shall pay the rent as specified herein and in Section Three hereof.

SECTION THREE  
ADDITIONAL RENT

All taxes, charges, costs, and expenses that Lessee assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the failure of Lessee to pay those items, and all other damages, costs, expenses, and sums that Lessor may suffer or incur, or that may become due, by reason of any default of Lessee or failure by Lessee to comply with the terms and conditions of this lease shall be deemed to be additional rent, and, in the event of nonpayment, Lessor shall have all the rights and remedies as herein provided for failure to pay rent.

SECTION FOUR  
REPAIRS

Lessee shall, at all times during the lease and at its own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, all buildings and any improvements, additions, and alterations thereto, on the demised premises, and shall use all reasonable precaution to prevent



waste, damage, or injury to the demised premises, and shall further make all repairs indicated as necessary by inspection reports of any governmental authority including the licensing authority within six (6) months of the date of such report.

SECTION FIVE  
TAXES

Lessee shall pay on or before the last day on which payment may be made without penalty or interest, all taxes, assessments, or other governmental charges that shall or may during the lease term be imposed on, or arise in connection with the use of the demised premises or any part thereof. Lessee shall pay all taxes assessed in lieu of or in addition to the foregoing under all present or future laws of all governmental authorities whatsoever. Lessee shall have the right to apply for the conversion of any special assessment for local improvements in order to cause the same to be payable in instalments, and on the conversion Lessee shall be obligated to pay only those instalments that may become due during the lease. Lessee shall within 30 days after the time provided for the payment of any tax or other governmental charge by Lessee, produce and exhibit to Lessor satisfactory evidence of the payment. It is the intention of the parties that the rent herein is not rental, and Lessor shall receive the same free from all taxes that are made payable by Lessee.

SECTION SIX  
UTILITIES

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 as they become due, including those for sewer, water, gas, electricity, and telephone services.

SECTION SEVEN  
LIABILITY INSURANCE

Lessee shall procure and maintain in force during the term of this lease and any extension thereof, at its expense, public liability insurance covering all potential liabilities in

companies with A<sup>+</sup> rating, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the leased premises or as the result of Lessee or its agents negligence in a minimum amount of FIFTY THOUSAND DOLLARS (\$50,000.00) for each person injured, ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for any one accident and TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) for property damage. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least 30 days prior to cancellation or refusal to renew any such policies. Lessee agrees that if such insurance policies are not kept in force during the entire term of this lease and any extension thereof, Lessor may procure the necessary insurance and pay the premium therefor, and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which such premiums are paid.

SECTION EIGHT  
MECHANICS' LIENS-CONSENT OF LESSOR  
NOT GIVEN

Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the demised premises or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the demised premises or any part thereof.

SECTION NINE  
UNLAWFUL OR DANGEROUS ACTIVITY

Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful, or ultrahazardous business

purpose nor operate or conduct his business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, or ultrahazardous use, take action to halt such activity.

SECTION TEN  
INDEMNITY

Lessee shall indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms of conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements thereon.

SECTION ELEVEN  
EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

SECTION TWELVE  
QUIET ENJOYMENT

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

SECTION THIRTEEN  
LIABILITY OF LESSOR

Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee.

SECTION FOURTEEN  
REPRESENTATIONS BY LESSOR

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.

SECTION FIFTEEN  
WAIVERS

The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION SIXTEEN  
NOTICE

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

SECTION SEVENTEEN  
ASSIGNMENT, MORTGAGE, OR SUBLEASE

Neither Lessee nor his successors or assigns shall assign, mortgage, pledge, or encumber this lease or sublet the demised premises in whole or in part, nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance. If this lease is assigned or transferred, or if all or any part of the demised premises is sublet or occupied by anybody other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the rent reserved herein, but no such assignment subletting occupancy, or collection shall be deemed a waiver of any agree-

ment or condition hereof, or the acceptance of the assignee, transferee, subtenant, or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this lease and shall not be released from the performance of the terms and conditions hereof. The consent by Lessor to an assignment, mortgage, pledge, or transfer shall not be construed to relieve Lessee from obtaining the express written consent of Lessor to any future transfer of interest.

SECTION EIGHTEEN  
OPTION TO RENEW

Lessor grants to Lessee an option to renew this lease for two additional ten year terms with all terms and conditions of the renewal lease to be the same as those herein excluding only the option to renew. To exercise this option, Lessee must give Lessor written notice of the intention to do so at least 180 days before this lease expires.

SECTION NINETEEN  
SURRENDER OF POSSESSION

Lessee shall, on the last day of the term, or on an earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the demised premises to Lessor free of subtenancies, including all buildings, additions, and improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to Lessee, if not removed at the termination or default, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefor. Lessor may remove such fixtures or property from the demised premises and store them at the risk and expense of Lessee if Lessor shall not so elect. Lessee shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures, and personal property.

SECTION TWENTY  
TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION TWENTY-ONE  
APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION TWENTY-TWO  
TIME OF THE ESSENCE

Time is of the essence in all provisions of this lease.

SECTION TWENTY-THREE  
COMMENCEMENT DATE

The commencement date of the term of this lease is February 23, 1982, and Lessee agrees that it shall have made all necessary arrangements for the continuation of the operation of the facility prior to its assumption of possession on the said date.

IN WITNESS WHEREOF, the Lessee has hereunto set its hand and seal this 19<sup>th</sup> day of January, 1982, to this Offer to Lease to be the Lease Agreement upon acceptance and execution by Lessor.

In Presence of:

Jacob H Spangle  
Charles L. Anthony

BAY AREA CHAPTER 112  
DISABLED AMERICAN VETERANS, INC.

By: Robert E Blalock  
President

ATTEST:

Joseph F Kelly  
Secretary

IN WITNESS WHEREOF, the Lessor having accepted the Offer to Lease of Lessee by official action this 19<sup>th</sup> day of January, 1982, Lessor has hereunto set its hand and seal this 19<sup>th</sup> day of January 1982.

BOARD OF COUNTY COMMISSIONERS  
OF OKALOOSA COUNTY, FLORIDA

By: Michael M Mitchell  
MICHAEL M. MITCHELL  
Chairman

ATTEST:

Robert D McGuire, Deputy Clerk  
NEWMAN C. BRACKIN  
CLERK OF CIRCUIT COURT