

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: ~~3/5/2007~~ 2/23/2010

LEASE # L07-0287-GM
OKALOOSA COUNTY TRANSIT
BUILDING LEASE 600 TRANSIT WAY FWB
EXPIRES: 2/28/2015

Contract/Lease Control #: L07-0287-

Bid #: N/A

Contract/Lease Type: REVENUE

Award To/Lessee: OKALOOSA COUNTY TRANSIT

Lessor: OKALOOSA COUNTY

Effective Date: 3/1/2007 \$3.00

Term: EXPIRES ~~2/28/2010~~ 2015 with (4), Five Year renewals

Description of Contract/Lease: LEASE OF BUILDING

Department Manager: GROWTH MANAGEMENT

Department Monitor: ~~BILL SMITH~~ Elliot Kampert

Monitor's Telephone #: 651-7180

Monitor's FAX #: 651-7706

Date Closed:

LEASE # L07-0287-GM
OKALOOSA COUNTY TRANSIT
BUILDING LEASE 600 TRANSIT WAY FWB
EXPIRES: 2/28/2015

LEASE AMENDMENT #1
LEASE #: L07-0287-GM
OKALOOSA COUNTY TRANSIT

This lease entered into on February 20, 2007 by and between Okaloosa County Board of County Commissioners (Lessor) and Okaloosa County Transit (Lessee),

Agreement entered into by both parties, hereinafter called the Original Lease for the property located at 600 Transit Way, Fort Walton Beach, Florida 32547,

Now, for and in consideration of mutual benefits to flow from each to the other, the parties hereto agree that the above described Lease is to be amended as follows:

1. Lease extended through February 28, 2015.
2. Grant four (4) five (5) year renewal options.

EXCEPT as hereby modified, amended or changed, all other terms of the Lease dated February 20, 2007, which is attached hereto as Exhibit A and made a part of, shall remain in full force and effect.

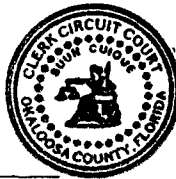
IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vest in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and said Lessee Ruth Lovejoy has hereto fixed his signature, the day and year above written.

STATE OF FLORIDA
COUNTY OF OKALOOSA

This lease amendment is accepted this 16th day of February, 2010 and is effective on the 28th day of February 2010.

ATTEST:

Gary A. Stanford
Gary Stanford
Deputy Clerk of Courts



LESSORS: Okaloosa County Board of
County Commissioners



Wayne Harris, Chairman

2-18-10
Date

LESSEE: Okaloosa County Transit

WITNESS as to Lessee:

Crystal C. Myer 02/04/10
Date

BY:

Ruth Lovejoy

02/04/10
Date

EXECUTIVE DIRECTOR
Title

AMENDMENT NO. 2 TO OKALOOSA COUNTY TRANSIT (OCT) LEASE

LEASE # L07-0287-GM

This AMENDMENT NO. 2 made and entered into this 16th day of Dec., 2014, amends the Okaloosa County Transit (OCT) Lease, dated February 20, 2007, and all subsequent amendments thereto, by and between Okaloosa County, Florida, a political subdivision of the State of Florida (the "County") and Okaloosa County Transit (the "OCT").

WHEREAS, on or about February 20, 2007, the County and OCT entered into Okaloosa County Transit Lease (the "Lease Agreement") for professional office space, garage space and parking yard located at 600 Transit Way, Ft. Walton Beach, Florida 32457; and

WHEREAS, the Lease Agreement was subsequently amended by Lease Amendment #1 on February 16, 2010, which extended the term of the lease to February 28, 2015 and authorized four (4) five-year (5) renewal options; and

WHEREAS, the County and OCT desire to renew the term of the Lease Agreement, as subsequently amended.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Operator agree as follows:

1. The Lease Agreement is hereby amended to extend the expiration of the Lease Agreement from February 28, 2015 to January 31, 2020.
2. Either party may terminate the Lease Agreement, as subsequently amended, by giving 45 days' written notice of their intent to terminate.
3. In the event the contract through which OCT provides transit services to the County is not renewed or is otherwise terminated, the County shall notify OCT no fewer than 45 days prior to the date on which OCT must vacate the premises.
4. All other provisions of the Lease Agreement and subsequent amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year last written below.

Ad Interim

CERTIFIED A TRUE AND CORRECT COPY

**JD PEACOCK II
CLERK CIRCUIT COURT**

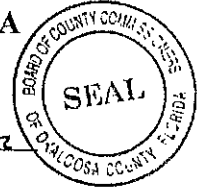
BY Jessica Ward
DEPUTY CLERK



DATE Dec. 29, 2014

**LEASE# L07-0287-GM
OKALOOSA COUNTY TRANSIT
BUILDING LEASE 600 TRANSIT WAY FWB
EXPIRES: 01/31/2020**

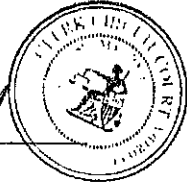
OKALOOSA COUNTY, FLORIDA



Charles K. Windes, Jr.
Charles K. Windes, Jr. Chairman
Board of County Commissioners

Date: 12/18/14

ATTEST:



J.D. Peacock
J.D. Peacock
Interim Clerk of the Circuit Court

OKALOOSA COUNTY TRANSIT

Ruth Lovejoy RL
Ruth Lovejoy, Executive Director

Date: 12-16-14

Witnesses:

Ethna Lee McCallister
Signature

Ethna Lee McCallister
Print Name

Pamela S. Roeser
Signature

PAMELA S. ROESER
Print Name

**OKALOOSA BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
FROM: Elliot Kampert, AICP, Director
DATE: February 16, 2010
SUBJECT: Approval of Lease Agreement Amendment #1 for the Transit Facility
DEPARTMENT: Growth Management Department
DISTRICT: All

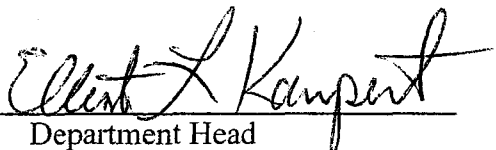
STATEMENT OF ISSUE: The Growth Management Department requests that the Board review and approve the attached amendment to the lease agreement between the County and Okaloosa County Transit (OCT) for use of the public transit facility located at 600 Transit Way, Fort Walton Beach.

BACKGROUND: The facility is a 12,962 square foot, two- story public administrative building for the operation of public transportation with a service garage for public transit vehicles. Federal funds were provided by the Federal Transit Administration (FTA) to purchase the property and to construct the building. No local funds were used. Although the facility is titled to the County, FTA has an interest in the property and building for life.

The attached lease amendment has a term of five (5) years and four (4) renewal options with annual lease payments of \$1.00.

RECOMMENDATION: The Growth Management Department recommends that the Board approve and authorize the Chairman to sign the lease agreement amendment for the transit facility.

RECOMMENDED BY:


Department Head

APPROVED BY:

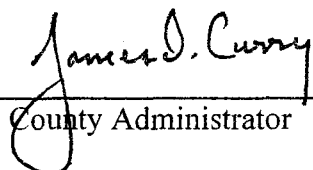

County Administrator

EXHIBIT E

**CONTRACT & LEASE
INTERNAL COORDINATION SHEET**

Contract/Lease Number: 607-0287-13-3 Tracking Number: 980

Contractor/Lessee Name: OKALOOSA COUNTY TRANSIT

Purpose: OCT BUILDING 600 TRANSIT WAY, FWB

Date/Term: THREE YEARS

1. GREATER THAN \$25,000

Amount: \$1.00 ANNUAL

2. \$25,000 OR LESS

3. \$10,000 OR LESS

Department: GROWTH MANAGEMENT

Dept. Monitor Name: BILL SMITH

Purchasing Review

Procurement requirements are met:

[Signature]
Contracts/Lease Coordinator

Date: 1/23/07

Risk Management Review

Approved as written:

[Signature]
Risk Management Director

Date: 1/29/07

County Attorney Review

Approved as written:

County Attorney

Date: _____

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been received:

[Signature]
Contracts & Grants Manager

Date: 3-6-07

***Proof of budget approval WILL BE submitted with Agreement for coordination.**

EXHIBIT E

**CONTRACT & LEASE
INTERNAL COORDINATION SHEET**

Contract/Lease Number: 407-0287-PI3-3

Tracking Number: #980

Contractor/Lessee Name: OKALOOSA COUNTY TRANSIT

Purpose: OCT BUILDING 600 TRANSIT WAY, FWB

Date/Term: THREE YEARS

1. GREATER THAN \$25,000

2. \$25,000 OR LESS

3. \$10,000 OR LESS

Amount: \$1.00 ANNUAL

Department : GROWTH MANAGEMENT

Dept. Monitor Name: BILL SMITH

Purchasing Review

Procurement requirements are met:

[Signature]
Contracts/Lease Coordinator

Date: 1/23/07

Risk Management Review

Approved as written:

Risk Management Director

Date: _____

County Attorney Review

Approved as written:
[Signature]
County Attorney

Date: 1/29/07

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been received:

[Signature]
Contracts & Grants Manager

Date: 3-6-07

***Proof of budget approval WILL BE submitted with Agreement for coordination.**

**OKALOOSA BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

DATE: February 20, 2007
TO: Board of County Commissioners
FROM: Bill Smith Director
SUBJECT: Approval of Lease Agreement for the Transit Facility
DEPARTMENT: Growth Management Department
DISTRICT: All


STATEMENT OF ISSUE: The Growth Management Department requests that the Board review and approve the attached lease agreement between the County and Okaloosa County Transit (OCT) for use of the public transit facility located at 600 Transit Way, Fort Walton Beach.

BACKGROUND: The facility to be leased is a 12,962 square feet two story public administrative building for the operation of public transportation with a service garage for public transit vehicles. Federal funds were provided by the Federal Transit Administration (FTA) to purchase the property and to construct the building. No local funds were used. Although the facility is titled to the County, FTA has an interest in the property and building for life.

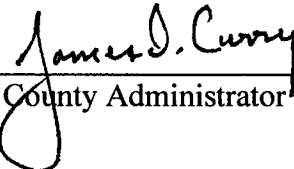
The attached lease has a term of three years with annual lease payments of \$1.00.

RECOMMENDATION: The Growth Management Department recommends that the Board approve and authorize the Chairman to sign the lease agreement for the transit facility.

RECOMMENDED BY: _____


Department Head

APPROVED BY: _____


County Administrator



Board of County Commissioners

State of Florida

OKALOOSA COUNTY PURCHASING DEPARTMENT
602C NORTH PEARL STREET
CRESTVIEW, FL 32536

(850) 689-5960
(850) 689-5998 (FAX)
jchristopher@co.okaloosa.fl.us

DATE: 3/5/2007

TO: Ms. Ruth Lovejoy

COMPANY: Okaloosa County Transit

FROM: John Christopher, Contracts & Lease Coordinator

SUBJECT: Building Lease 600 Transit Way, FWB
Lease # L07-0287-PI3-3

Ms. Lovejoy:

One (1) original fully executed document attached for your records. Please forward as soon as possible a lease compliant Certificate of Insurance to my attention.

Should you have any questions-please call.

Sincerely,



John Christopher

Copy to: Purchasing Director
Growth Management Director
Risk Manager
Lani, Growth Management
#L287

STATE OF FLORIDA

COUNTY OF OKALOOSA

OKALOOSA COUNTY TRANSIT (OCT) LEASE

THIS LEASE made and entered into this second 20th day of February 2007 between Okaloosa Board of County Commissioners (BOCC), Phone (850) 651-7515, referred to hereinafter as LESSOR (OWNER) AND Okaloosa County Transit (OCT), Phone (850) 833-9173, referred to hereinafter as LESSEE (TENANT).

WITNESSETH:

WHEREAS, Lessor has professional office space, garage space, and parking yard at 600 Transit Way, Fort Walton Beach, FL, 32547; and

WHEREAS, Lessor has agreed to lease such property to the Lessee subject to certain terms, conditions, covenants, and

WHEREAS, Lessee desires to lease the said property from the Lessor, and to that end and in consideration of the premises, the covenants, terms and conditions to be performed as set forth hereinafter, the parties have agreed and do hereby agree as follows:

1. **LEASE PREMISES:**

Subject to the terms and conditions set forth hereinafter, the Lessor hereby leases to the Lessee and the Lessee hereby rents from the Lessor that property of the Lessor, described more particularly as The OCT Building located at 600 Transit Way, Fort Walton Beach, FL, 32547, which is a 12,962-square foot, 2-story administrative building with a service garage for public transit vehicles. The facility is located on the southwest corner of Transit Way and Martin Luther King Jr. Blvd. The property is 2.2 acres plus 50 feet.

2. **LEASE TERM:**

The term of this Lease is THREE YEARS, (36) CONSECUTIVE MONTHS, effective March 1, 2007 and terminating February 28, 2010. Rent collections specified in paragraph 4, herein become effective March 1, 2007 unless further agreed, in writing, between Lessor and Lessee. After the first year of occupancy LESSEE may terminate this lease by giving the LESSOR (60) days advance written notice of early termination. (See also paragraph 23, page 5, herein.)

3. **IMPROVEMENTS TO PREMISES:**

Any and all special requirements of the Lessee, i.e. anti-static floor covering, lighting, heating, venting, air conditioning, fire protection or special extinguishers, other than those furnished by the Lessor, will be specified in writing and such requests shall become a permanent part of this agreement. Cost estimates will be obtained by Lessors and must be agreed upon by both parties prior to initiating any modification work. Considerations must provide for returning any modifications to the original configuration upon termination of the Lease if the Lessors so request. The Lessee shall pay the costs for all special modification requirements and restoration. Lessee may contract and perform the special modification work but only after having received written approval of Lessor. Such approval will not be unreasonably withheld. Costs for materials, labor, designs, and permits for such work will be paid by Lessee upon completion of the work unless other arrangements have been agreed to in writing between Lessor and Lessee.

L07-0287-PB-3
LESSEE: OKALOOSA COUNTY TRANSIT
BLDG LEASE FWB
EXPIRES: 2/28/2010

4. **RENT:**

Lessee hereby agrees to pay the Lessor for the Leased premises, rent as follows: Rent

- (1) March 1, 2007 through February 28, 2010 on the first day of each year Lessee agrees to pay Lessor \$1.00.
- (2) All annual payments are due and payable on the first day of the year for which due. Any payment "post marked" or received, if paid in person, after the eighth (8th) day of the annual payment for which it is due of the total amount due shall become due and payable to the Lessor by the Lessee. Both parties to this agreement understand and agree that no future rents or security deposits have been collected under this or any prior lease.
 - a. All payments including rents shall be made payable to:
Okaloosa Board of County Commissioners
1804 Lewis Turner Blvd
Suite 100
Fort Walton Beach, FL 32547
or any such other address as the Lessor may, from time to time, designate in writing to the Lessee
 - b. Negotiations for a follow-on Lease agreement, see paragraph 23, page 5.

5. **USE OF LEASED PREMISES:**

- a. The Lessee assures the Lessors that operations conducted by the Lessee on the leased premises will be carried out in a manner so as not to constitute a nuisance or hazard and that in connection with such operation the Lessee will observe and comply with all applicable laws, ordinances, orders and regulations prescribed by lawful authority having jurisdiction over the business operated thereon.
- b. Lessee understands and agrees that the premises will be used only as a location for professional business operations. No retail sales will be permitted and no solicitations will be conducted on the premises.

6. **MAINTENANCE AND REPAIRS:**

- a. Lessor shall maintain the parking and driveway area, roof, exterior doors, windows, heat and air conditioning, water and sewer lines outside of the building only, elevator, fire alarm system and associated sprinkler system and generator.
- b. The Lessee agrees to maintain the interior of the improvements on the leased premises, except for considerations of normal wear and tear, at the sole cost and expense of the Lessee.

7. **UTILITIES:**

- a. The Lessee shall be responsible for the operating costs of outside area lighting, lawn pump, lawn sprinkler systems, green area upkeep and trash removal from the dumpster containers.
- b. The Lessee shall pay operating costs for electric service, water, lights, sewage, heat, air conditioning, telephone, and gas or any other utility or service consumed in connection with their occupancy of the leased space.

8. **SIGNS:**

Lessee will furnish and install a sign with the company name and logo, if desired, at the Lessee's expense. Any change in signs or replacement required shall be at the Lessee's expense. No other signs, except for the appropriate real estate marketing signs, will be permitted.

9. **PROPERTY AND INVENTORY TAXES:**

The Lessor shall pay all ad valorem taxes and any other assessments levied or assessed against the leased premises by appropriate governmental authorities. Lessee shall pay all taxes levied against any stock, furniture, furnishings, equipment, inventory, or other property located in, on, or upon the leased premises. All taxes shall be paid when due and payable.

10. **LIABILITY INSURANCE/INDEMNIFICATION:**

- a. The Lessor shall pay the premiums to maintain all risk insurance coverage on the buildings and all common area public liability insurance. Lessee agrees to indemnify and save harmless the Lessor from any claim or loss by reason of an accident or damage to any person or property happening in or on the lease premises, except such as are caused by the negligence of the Lessor or agents of the Lessor.
- b. The Lessee shall carry, at their own expense, public liability insurance coverage on the leased premises, naming Lessor as additional insured, in a company qualified to transact business in the State of Florida, stipulating limits of liability of not less than \$500,000 for an accident in which one person is injured and not less than \$1,000,000 property damage. A certificate of such coverage from the insurer providing thirty (30) days notice to Lessor prior to cancellation or termination shall be furnished Lessor.

11. **CASUALTY INSURANCE:**

The Lessor shall keep the buildings fully insured under insurance companies authorized to do business in the State of Florida for protection against any risk coverage and war damage, if available. "Extended coverage" shall mean the broadest coverage that from time to time is contained and included in the then prevailing definition that the insurer applies to the concept of extended coverage. In the event of loss, all policies shall be payable to the Lessor.

12. **DAMAGE:**

In the event of damage by fire or other casualty to the leased space, if the damage is so extensive as to amount, practically, to the total destruction of the lease space, this lease shall cease and rent shall be apportioned at the time of damage unless within 30 days, following such damage, the Lessor shall have notified the Lessee of a decision to restore or rebuild, there shall be an abatement for apportionment of the rent until restoration or rebuilding is completed. In all other cases where the leased space is damaged by fire or other casualty, the Lessor shall repair the damage with reasonable dispatch and if the damage has rendered the Leased space in part not tenantable, there shall be an apportionment of the rent until the damage has been repaired. Notwithstanding the foregoing, the obligation of the Lessor to restore shall be limited to an expenditure of insurance proceeds made available with the consent of any mortgagee for that purpose, unless the Lessor shall elect to expend additional funds. However, if the Lessor does not intend to fully repair the damage, Lessor will immediately so notify Lessee, and Lessee may, upon giving the Lessor thirty (30) days written notice, terminate the entire Lease without liability.

13. **EMINENT DOMAIN:**

- a. If all or any part of the leased premises, including the building or other improvements, shall be taken under a power of eminent domain, the entire compensation or proceeds awarded for the taking of the land and all severance damage shall belong to Lessor and the entire compensation or proceeds awarded for the taking of the buildings and improvements shall belong to the Lessor. If the taking is to such an extent that it is not practical for the Lessee to continue the operation of its business on the leased premises, the Lease, at the option of the Lessee, shall be terminated. If Lessee elects not to exercise the right and option to terminate, the Lease shall continue in full force and effect except that the rental due hereunder shall be reduced in a manner which is fair and reasonable.

- b. Nothing herein shall prevent the Lessor or the Lessee from seeking any and all damages sustained from the condemning authority by reason of the exercise of the power of eminent domain.
- c. In the event the condemnation or taking is to such an extent that it is not practical for the Lessee to continue the operation of its business on the leased premises and Lessee elects to terminate the Lease, Lessee shall so notify Lessor of the election to terminate within ten (10) days after the official notice of condemnation is given the Lessee.

14. DEFAULT:

It is agreed that in the event the Lessee shall default in payment of any rent due upon the day when the same shall become due and payable and such default shall continue for fifteen (15) days, or in case default shall be made by the Lessee in the performance of any other terms, conditions, or covenants of the Lease by the Lessee to be performed, and the default shall continue for an additional period of 15 (15) days after receipt by the Lessee of written notice from Lessor of the default, the Lessor may then enter into and upon the demised premises or any part thereof and repossess same with or without terminating the Lease, and without prejudice to any remedies for rents or breach of covenant, and in any such event the Lessor may terminate the Lease by giving the Lessee written notice of that decision. Further, the Lessor let the premises or any part thereof as the agent of the Lessee, or otherwise giving Lessee credit on all amounts due hereunder for rents collected for the account of Lessee. The foregoing rights and remedies given to the Lessor are and shall be deemed to be cumulative, and the exercise of one shall not be deemed to be an election, excluding the exercise by the Lessor at any other time of a different or inconsistent remedy, and shall be deemed to be given to the Lessor in addition to any other and further rights granted to the Lessor by the terms of any paragraph herein, or by law, and the failure upon the part of the Lessor at any time to exercise any rights or remedy hereby given to them shall not be deemed to constitute a waiver by the Lessor or their right to exercise such right or remedy at any other or future occurrence and neither Lessee nor its successors or assigns shall remove any furniture, fixtures, or equipment from the leased premises until the terms of this lease and any renewal thereof is satisfied in full nor until all rental and other monies required to be paid by the Lessee shall have been paid in full. The Lessee hereby specifically grants to the Lessor, in any such condition of default, a lien upon said furniture, fixtures, and equipment for full and faithful performance of the covenants and agreements herein agreed to be done and performed; and the Lessee, or its successors or assigns, shall pay all costs, expenses, or charges including any reasonable fees of any attorney in any proceeding begun or had to enforce the provisions of this lease or in collecting the sums secured hereby, and the same shall become a part of the said sum so secured.

15. BANKRUPTCY:

The Lessee covenants and agrees that if at any time Lessee may be adjudged as bankrupt or insolvent under the laws of the United States or any State, or makes a general assignment for the benefit of creditors, or is a receiver of the property of the Lessee is appointed and shall not be discharged within thirty (30) days after such appointment, then the Lessor may, at its option, declare the term of this lease at an end and shall forthwith be entitled to immediate possession of the leased space.

16. USE OF SPACE:

Lessee agrees that operations conducted by Lessee on the leased premises will be carried out in a manner so as not to constitute a nuisance or hazard and that in connection with such operations. Lessee will observe and comply with applicable laws, ordinances, orders and regulations prescribed by lawful authority having jurisdiction over the business operated thereon. Lessee understands and agrees that the premises will be used only as a location for professional business and transit operations.

17. **TITLE OF PREMISES:**

Lessors are owners in fee simple of the real property on which this commercial development is located and as such Lessors have total authority to enter into this Lease agreement with the Lessee.

18. **IDENTITY OF INTEREST:**

Execution of this lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent or of a partnership or of a joint venture and the relationship shall remain only that of Lessor (owner) and Lessee (tenant).

19. **NOTICES AND REPORTS:**

Any notice, report, statement, approval, consent, or election to be exercised by either party under the provisions of this Lease shall be effective only when made in writing and delivered or mailed by registered or certified mail, to the other party at the address given below:

LESSOR: Okaloosa Board of County Commissioners (850) 651-7105
1804 Lewis Turner Blvd, Suite 100
Fort Walton Beach, FL 32547

LESSEE: Okaloosa County Transit (850) 833-9173
600 Transit Way
Fort Walton Beach, FL 32547

Provided that either party may designate a different address from time to time by giving written notice of the change to the other party.

20. **ENTRY OF LESSOR:**

Given reasonable prior notice, and subject to satisfying national defense security requirements, the Lessor may enter the leased premises during normal business hours:

- a. To inspect or protect said premises.
- b. To determine compliance with applicable laws, orders, and regulations of any lawful authority having jurisdiction over the premises or the business conducted therein.
- c. To exhibit the premises to any prospective client for the property.

21. **END OF LEASE REMOVAL OF PROPERTY:**

Lessee shall be entitled to remove equipment or items placed on the property by Lessee provided damage caused by installation or removal are repaired by Lessee. Lessor shall be entitled to all property regarded as real property and Lessee is entitled to all property regarded as personal property under Florida law.

22. **ASSIGNMENT AND SUBLETTING:**

Lessee shall not assign this lease or sublet the leased premises or any portion thereof, or otherwise transfer any right or interest hereunder without the prior written consent of the Lessor, which consent shall not be unreasonably withheld. If Lessor consents to assignment, subletting, or other transfer of any rights or interest hereunder by the Lessee, such approval shall be limited to the particular instance specified in the consent, and Lessee shall not be relieved of any duty, obligation, or liability under the provisions of this lease document.

23. **LEASE TERMINATION:**

During the final two months of this lease agreement (September and October 2010), the Lessor and Lessee may conduct negotiations for a follow-on lease for this space and any additional space available at 600 Transit Way, Fort Walton Beach, FL 32547. It is clearly understood by both parties to this agreement that upon the effective date herein, any and all

previous leases between the two parties herein will be terminated simultaneously without incurring any dual payments of rent for 600 Transit Way, Fort Walton Beach, FL 32547.

24. **ENTIRE AGREEMENT:**

This lease contains all understandings between the parties hereto relative to leasing the premises herein described, and all prior agreements relative thereto have been merged herein or voided by this instrument. This Lease may be amended, modified, or altered in whole or in part, but only in writing, signed by each of the parties hereto. The terms and provisions of this lease shall be binding on the parties hereto, the respective heirs, successors, assigns, and personal representatives.

IN WITNESS THEREOF the parties have set their hands and seals the day and year written below by their respective signatures.

Signed, sealed, and delivered in the presence of:

LESSORS: Okaloosa Board of County Commissioners



Samy J. Stanford
Witness as to Lessor Date:

Don R. Amunds 2-20-07
Don R. Amunds, Chairman Date:



LESSEE: Okaloosa County Transit

Ruth Lovejoy 2.14.07
Ruth Lovejoy, Executive Director Date:

Kathy Williams 2.14.07
Witness as to Lessee Date:

AMENDMENT NO. 2 TO OKALOOSA COUNTY TRANSIT (OCT) LEASE

LEASE # L07-0287-GM

This AMENDMENT NO. 2 made and entered into this 16th day of Dec., 2014, amends the Okaloosa County Transit (OCT) Lease, dated February 20, 2007, and all subsequent amendments thereto, by and between Okaloosa County, Florida, a political subdivision of the State of Florida (the "County") and Okaloosa County Transit (the "OCT").

WHEREAS, on or about February 20, 2007, the County and OCT entered into Okaloosa County Transit Lease (the "Lease Agreement") for professional office space, garage space and parking yard located at 600 Transit Way, Ft. Walton Beach, Florida 32457; and

WHEREAS, the Lease Agreement was subsequently amended by Lease Amendment #1 on February 16, 2010, which extended the term of the lease to February 28, 2015 and authorized four (4) five-year (5) renewal options; and

WHEREAS, the County and OCT desire to renew the term of the Lease Agreement, as subsequently amended.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and Operator agree as follows:

1. The Lease Agreement is hereby amended to extend the expiration of the Lease Agreement from February 28, 2015 to January 31, 2020.
2. Either party may terminate the Lease Agreement, as subsequently amended, by giving 45 days' written notice of their intent to terminate.
3. In the event the contract through which OCT provides transit services to the County is not renewed or is otherwise terminated, the County shall notify OCT no fewer than 45 days prior to the date on which OCT must vacate the premises.
4. All other provisions of the Lease Agreement and subsequent amendments shall remain in full force and effect.

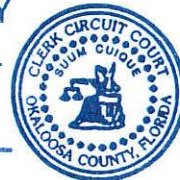
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year last written below.

Ad Interim

**CERTIFIED A TRUE
AND CORRECT COPY**

**JD PEACOCK II
CLERK CIRCUIT COURT**

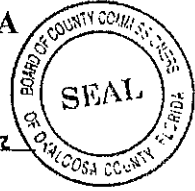
BY Jessica Ward
DEPUTY CLERK



DATE Dec. 29, 2014

**LEASE# L07-0287-GM
OKALOOSA COUNTY TRANSIT
BUILDING LEASE 600 TRANSIT WAY FWB
EXPIRES: 01/31/2020**

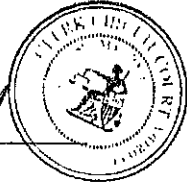
OKALOOSA COUNTY, FLORIDA



Charles K. Windes, Jr.
Charles K. Windes, Jr. Chairman
Board of County Commissioners

Date: 12/18/14

ATTEST:



J.D. Peacock
J.D. Peacock
Interim Clerk of the Circuit Court

OKALOOSA COUNTY TRANSIT

Ruth Lovejoy RL
Ruth Lovejoy, Executive Director

Date: 12-16-14

Witnesses:

Ethna Lee McCallister
Signature

Ethna Lee McCallister
Print Name

Pamela S. Roeser
Signature

PAMELA S. ROESER
Print Name

