

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 3/11/2010

Contract/Lease Control #: L10-0363-ACAO

Bid #: N/A

Contract/Lease Type: REVENUE

Award To/Lessee: OCEAN CITY WRIGHT CONTROL DISTRICT

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 3/10/2010

Expiration Date: 4/05/2036

Description of Contract/Lease: LAND LEASE EXTENSION FOR OCEAN CITY WRIGHT FIRE STATION, 1252 N. EGLIN PKWY, SHALIMAR, FL.

Department Manager: ACAO

Department Monitor: D. MILLER

Monitor's Telephone #: 689-5007

Monitor's FAX # OR E-Mail: DMILLER@CO.OKALOOSA.FL.US

Date Closed: \_\_\_\_\_

Cc: Finance Dept Contracts & Grants Division

BCC Approved Oct. 6, 2009  
**EXHIBIT D**

**CONTRACT & LEASE  
INTERNAL COORDINATION SHEET**

Contract/Lease Number: \_\_\_\_\_

Tracking Number: 115  
42-09

Contractor/Lessee Name: Ocean City-Wright Control District

Extension  
Purpose: lease property @ Ocean City-Wright Control District in Shelimar

Date/Term: 20 years / April 5, 2036

1.  GREATER THAN \$50,000

Amount: per agreement

2.  GREATER THAN \$25,001

Department: ACAO

3.  \$25,000 OR LESS

Dept. Monitor Name: Donna Miller

**Purchasing Review**

Procurement requirements are met:

[Signature]  
Contracts & Lease Coordinator

Date: 9/25/09

**Risk Management Review**

Approved as written:

[Signature]  
Risk Management Director

Date: 9/25/09

**County Attorney Review**

Approved as written:

[Signature]  
County Attorney

Legal Description Problem

Following Ok

Cor.

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager

Please...

- Read
- Handle
- Approve

And...

- Forward
- Return
- Keep or Recycle
- Review with Me

Thanks!

**ROUTING & REQUEST**

To: Jack - John Dovel  
has had a copy of  
this to review since  
9/18. I didn't want to  
wait on him any longer,  
they want it on the  
10/6 Agenda -

From: [Signature]

Date: 9-23-09



# Board of County Commissioners Purchasing Department

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State of Florida

March 11, 2010

Anchors, Smith & Grimsley  
909 Mar Walt Drive, Suite 1014  
Ft. Walton Bch., Fl. 32547-6711

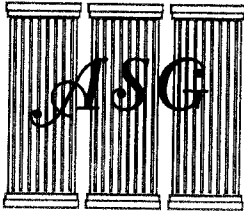
RE: Land lease # L10-363-ACAO for Ocean City Wright Control District

Mr. McInnis,

I've enclosed your copy of the fully executed contract along. If you have any questions please give me a call.

Sincerely,

Jack Allen  
Purchasing Services Manager  
Contracts/Leases  
[jallen@co.okaloosa.fl.us](mailto:jallen@co.okaloosa.fl.us)  
850-689-5960



# ANCHORS ♦ SMITH ♦ GRIMSLEY

A PROFESSIONAL LIMITED COMPANY  
ATTORNEYS AND COUNSELORS AT LAW  
909 MAR WALT DRIVE, SUITE 1014  
FORT WALTON BEACH, FL 32547-6711  
(850) 863-4064 (850) 862-1138 FAX (850) 664-5728 FAX  
WWW.ASGLEGAL.COM

C. LEDON ANCHORS  
JAMES W. GRIMSLEY  
STEVEN B. BAUMAN  
W. SCOTT FOSTER \*  
C. JEFFREY MCINNIS  
RICHARD P. PETERMANN \*

\* ALSO ADMITTED IN ALABAMA

DREW S. PINKERTON \*\*  
TIMOTHY W. SHAW  
SHIRAZ A. HOSEIN  
JEFFREY L. BURNS

WALTER J. SMITH  
1929-2001

\*\* CERTIFIED CRIMINAL TRIAL  
LAWYER BY THE FLORIDA BAR  
BOARD OF CERTIFICATION

March 5, 2010

**HAND DELIVERED**

Jim Curry  
County Administrator  
1804 Lewis Turner Blvd.  
Fort Walton Beach, FL 32547

In Re: Lease Extension Agreement

Dear Jim:

Please find enclosed two originals of the Lease Extension Agreement between our client, The Ocean City Wright Fire Control District and the Board of County Commissioners for the Station #2 location in Shalimar. They have been executed by the Fire District chairman. I would appreciate you having them executed for the county and then returning one fully signed original directly to my office for the Fire District's records.

*Richard,*

*Pls process these.*

*Thank*

*J*

Sincerely,  
Anchors Smith Grimsley, PLC

  
C. Jeffrey McInnis

**LEASE EXTENSION AGREEMENT**

**THIS AGREEMENT**, made this 5th day of March, 2010, between the **BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA**, having an address of 101 James Lee Blvd., Crestview, Florida 32536 (hereinafter referred to as "County") and the **OCEAN CITY-WRIGHT CONTROL DISTRICT**, having an address of #2 Racetrack Road, Fort Walton Beach, Florida 32547 (hereinafter referred to as "District").

**WITNESSETH:**

**WHEREAS**, County and District are parties to a Lease Agreement dated effective the 6th day of April 1976 (which Lease Agreement, together with all modifications and extensions thereof, is hereinafter referred to as the "Lease"), for a parcel of real property which is more particularly described and depicted on Exhibit "A" attached hereto and made a part hereof to be used for the construction and operation of a fire station (hereinafter referred to as the "Demised Premises"), having an address of 1252 N. Eglin Parkway, Shalimar, Florida 32579, and, whereas, said Lease expires the 5th day of April, 2016; and,

**WHEREAS**, the District is undertaking a comprehensive renovation of the existing fire station facilities currently located on the Demised Premises, and both parties hereto desire to amend certain provisions of the Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises exchanged herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, County and District agree to amend the Lease as follows, effective upon District's receipt of this Lease Extension Agreement (hereinafter referred to as the "Agreement") executed by County ("Effective Date"). This Agreement shall be upon the same terms, covenants and conditions provided in the Lease, except as the same are hereby modified and supplemented. Wherever there is any conflict between this Agreement and the Lease, the provisions of this Agreement are paramount and the Lease shall be construed accordingly.

**TERM AND RENT:** The term of the Lease is hereby extended for a period of twenty (20) years ("Extension Term"), beginning on the 6th day of April 2016 and ending on the 5th day of April 2036, notwithstanding the designation of the Effective Date above. Any reference in the Lease to Lease Term or Extension Term shall include this Agreement and any renewals or extensions thereof.

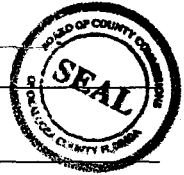
**EXCEPT AS HEREIN** extended, modified, supplemented or amended, all of the terms, covenants and conditions of the Lease shall remain in full force and effect as heretofore written, and the Lease as extended, modified, supplemented or amended by this Agreement is hereby ratified and confirmed in every respect. Any reference in the Lease to Lease Term or Extension Term shall include this Agreement and any renewals or extensions hereof.

IN WITNESS WHEREOF, County and District, by their respective officers and/or authorized representatives, have caused this Agreement to be signed in duplicate on the dates indicated below to be effective as of the day and year first above written.

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

By:   
Wayne Harris, Chairman


Date: March 10, 2010



BCC approval on Oct. 6, 2009


**ATTEST:**

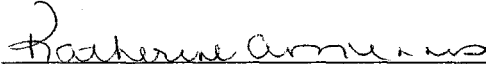
**DON W. HOWARD  
CLERK OF COURT**

By:   
Teresa Ward  
As Deputy Clerk

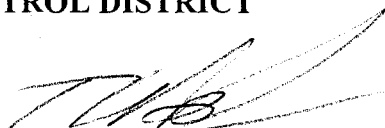


Signed and sealed in the  
presence of:

  
Print Name: C. Jeffrey McInnis

  
Print Name: Katherine A. McInnis

**THE OCEAN CITY-WRIGHT FIRE  
CONTROL DISTRICT**

By:   
Timothy C. Aden, Chairman

Date: March 5, 2010

**EXHIBIT "A"**

(Page 1 of 2)

**LEGAL DESCRIPTION:**

Commencing at a GLO monument marking the Northeast corner of Section 6, Township 2 South Range 23 West, Okaloosa County, Florida proceed South 01 degrees 16 minutes 00 seconds West (reference bearing) 598.80 feet along the West line of said Section to the Point of Beginning; thence continue South 01 degrees 16 minutes 00 seconds West 147.53 feet; thence departing section line proceed South 86 degrees 07 minutes 00 seconds East 70.91 feet to the Southwest corner of the Okaloosa Gas District parcel as described in Deed Book 109 at page 417; thence North 03 degrees 27 minutes 00 seconds East 30.00 feet along the West line of said Okaloosa Gas District; thence South 86 degrees 07 minutes 00 seconds East 74.85 feet along the North line of said Okaloosa Gas District parcel to a point on the Westerly right of way line of State Road No. 85; thence Northeasterly along said right of way line and a curve to the right having a radius of 11509.20 feet and a central angle of 00 degrees 13 minutes 28 seconds an arc distance of 133.01 feet (chord bearing and distance = North 22 degrees 13 minutes 28 seconds East 133.01 feet); thence departing right of way line proceed North 88 degrees 44 minutes 00 seconds West 194.32 feet to the Point of Beginning; said parcel contains 0.52 acres, more or less.

**EXHIBIT "A"**  
 (Page 2 of 2)  
**SURVEY:**

*Description (New)*

Commencing at a GLO monument marking the Northeast corner of Section 6, Township 2 South Range 23 West, Okaloosa County, Florida proceed South 01 degrees 16 minutes 00 seconds West (reference bearing) 598.80 feet along the West line of said Section to the Point of Beginning; thence continue South 01 degrees 16 minutes 00 seconds West 147.53 feet; thence departing section line proceed South 86 degrees 07 minutes 00 seconds East 70.91 feet to the Southwest corner of the Okaloosa Gas District parcel as described in Deed Book 109 at page 417; thence North 03 degrees 27 minutes 00 seconds East 30.00 feet along the West line of said Okaloosa Gas District; thence South 86 degrees 07 minutes 00 seconds East 74.85 feet along the North line of said Okaloosa Gas District parcel to a point on the Westerly right of way line of State Road No. 85; thence Northeasterly along said right of way line and a curve to the right having a radius of 11509.20 feet and a central angle of 00 degrees 13 minutes 28 seconds an arc distance of 133.01 feet (chord bearing and distance = North 22 degrees 13 minutes 28 seconds East 133.01 feet); thence departing right of way line proceed North 88 degrees 44 minutes 00 seconds West 194.32 feet to the point of beginning; said parcel contains 0.52 acres, more or less

