

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/03/11

Contract/Lease Control #: C11-1841-PW

Bid #: NA Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY BCC

Lessor/Owner: CITY OF FORT WALTON BEACH

Effective Date: 12/14/2010

Expiration Date: INDEFINITE

Description of Contract/Lease: JOINT USE AGREEMENT (FAIRGROUND PROPERTY)

Department Manager: PW

Department Monitor: JOHN HOFSTAD

Monitor's Telephone #: 689-5772

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

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

Cc: Finance Dept Contracts & Grants Division

Karen,  
Coordination Complete. Thanks *[Signature]*

**EXHIBIT D**

**CONTRACT & LEASE  
INTERNAL COORDINATION SHEET**

Contract/Lease Number: \_\_\_\_\_ Tracking Number: 231-10  
Contractor/Lessee Name: City of Fort Walton Beach  
Purpose: Joint Use of Property (Fairgrounds)  
Date/Term: Indefinite 1. ☐ GREATER THAN \$50,000  
Amount: NA 2. ☐ GREATER THAN \$25,001  
Department: ACAO 3. ☐ \$25,000 OR LESS  
Dept. Monitor Name: D. Miller

**Purchasing Review**

Procurement requirements are met: *[Signature]*

Contracts & Lease Coordinator

Date: 12/7/10

**Risk Management Review**

Approved as written: *[Signature]*

Risk Management Director

Date: 12/7/10

**County Attorney Review**

Approved as written: *[Signature]*

County Attorney

Date: 12/8/10

Following Okaloosa County approval:

**Contract & Grant**

Document has been received:

Contracts & Grants Manager

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

**JOINT USE AGREEMENT**  
**between**  
**OKALOOSA COUNTY, FLORIDA**  
**and**  
**CITY OF FORT WALTON BEACH, FLORIDA**

This Joint Use Agreement is made between the City of Fort Walton Beach, Florida, a municipality in Okaloosa County, Florida, ("City"), and Okaloosa County, Florida, a political subdivision of the State of Florida, ("County"), and shall be effective as of the date last executed by either party.

**1. Purpose**

This agreement is pursuant to the provisions of the Interlocal Agreement between the City and the County regarding Purchase, Development, and Joint Use of Property Located at 1958 Lewis Turner Boulevard, Fort Walton Beach, Florida, recorded at ORB 2779, Page 4005 in the Official Records of Okaloosa County, and shall be construed as in compliance with Section 3, Joint Use Agreement, of the Interlocal Agreement. By the Interlocal Agreement, the parties acknowledged and agreed that the principal use of the County parcel of property shall be for the Courthouse annex extension building and that any joint use shall be secondary and at coordinated non-essential times. Subject to this condition the joint use of certain parking Areas and spaces on and access across the County's property for the City's governmental, emergency operations, recreational, and lease- or license-holder's needs conducted or to be conducted on the City's parcel is permitted. Therefore, for good and valuable consideration as set forth in the Interlocal Agreement, this agreement formalizes the gratuitous joint use of certain Areas of the City's and County's parcels for the benefit of the public.

**2. City Parcel**

The City owns the real property situated at 1958 Lewis Turner Boulevard, Fort Walton Beach, Okaloosa County, Florida, which is more particularly described as:

Commencing at a General Land Office monument dated 1937, 2" pipe with brass cap, which is at the quarter section corner common to section 25 and 26, T-1-S R-24-W, being also a corner of a tract of land conveyed to the Board of Public Instruction, Okaloosa County, Florida, on 30 December 1970, and a corner of a tract of land owned by the United States of America at Eglin Air Force Base;

thence N 87°48'29" W, along the said boundary of said Board of Public Instruction tract which is along the boundary of said United States tract 1150.83 feet to an unnumbered 4" x 4" concrete monument;

thence S 01°47'58" W, along the boundary of said Board of Public Instruction tract which is along the boundary of said United States tract 902.80 feet more or less to a rod with no cap and the point of beginning;

thence continue S 01°47'58" W, 823.38 feet more or less to an unnumbered 4" x 4" concrete monument on the northern right-of-way line of State Road 189;

thence S 90°00'00" W, 599.45 feet more or less

thence N 00°00'00" E, 173.65 feet;  
thence S 90°00'00" W, 938.86 feet;  
thence N 01°47'58" E, 698.03 feet to a rod and cap #4167;  
thence S 88°12'02" E, 1543.00 feet to the point of beginning.

The parcel described herein contains 26.27 acres, more or less and is a portion of Parcel 1 (Tract 943) and a portion of Parcel 2 (Tract 944) as recorded in the Official Records, Book 2663, Page 4937, Okaloosa County, Florida.

**3. County Parcel**

The County owns the real property situated at 1968 Lewis Turner Boulevard, Fort Walton Beach, Okaloosa County, Florida, which is more particularly described as:

Commencing at a General Land Office monument dated 1937, 2" pipe with brass cap, which is at the quarter section corner common to section 25 and 26, T-1-S R-24-W, being also a corner of a tract of land conveyed to the Board of Public Instruction, Okaloosa County, Florida, on 30 December 1970, and a corner of a tract of land owned by the United States of America at Eglin Air Force Base;

thence N 87°48'29" W, along the said boundary of said Board of Public Instruction tract which is along the boundary of said United States tract 1150.83 feet to an unnumbered 4" x 4" concrete monument;

thence S 01°47'58" W, along the boundary of said Board of Public Instruction tract which is along the boundary of said United States tract 1726.18 feet more or less to a unnumbered 4" x 4" concrete monument on the northern right-of-way line of State Road 189 and to the point of beginning;

thence S 65°40'01" W along the northern right-of-way line of said road 1718.69 feet to a rod and cap #4167;

thence N 01°47'58" E, 882.25 feet;

thence N 90°00'00" E, 938.86 feet;

thence S 00°00'00" W, 173.65 feet;

thence N 90°00'00" E, 599.45 feet more or less to the point of beginning.

The parcel described herein contains 16.30 acres, more or less and is a portion of Parcel 1 (Tract 943) and a portion of Parcel 2 (Tract 944) as recorded in the Official Records Book 2663, Page 4937, Okaloosa County, Florida.

**4. Joint Use Areas**

The Joint Use Areas currently subject to this agreement are described as Joint Use Area 1 (Entire Loop Road) and Joint Use Area 2 (Judicial Annex Extension Parking Lot) which are more particularly described as:

Joint Use Area 1, Entire Loop Road:

Commencing at a General Land Office monument dated 1937, 2" pipe with brass

cap, which is at the quarter section corner common to section 25 and 26, T-1-S R-24-W, being also a corner of a tract of land conveyed to the Board of Public Instruction, Okaloosa County, Florida, on 30 December 1970, and a corner of a tract of land owned by the United States of America at Eglin Air Force Base;

thence N 87°48'29" W, along the said boundary of said Board of Public Instruction tract which is along the boundary of said United States tract 1150.83 feet to an unnumbered 4" x 4" concrete monument;

thence S 01°47'58" W, along the boundary of said Board of Public Instruction tract which is along the boundary of said United States tract 1175.80 feet more or less;

thence N 88°12'02" W, 740.00 feet;

thence S 01°47'58" W, 355.90 feet to the point of beginning;

thence continue S 01°47'58" W, 44.00 feet;

thence S 90°00'00" W, 803.40 feet to the northwest corner of Okaloosa County Judicial Center property;

thence N 01°47'58" E, 44.00 feet;

thence N 90°00'00" E, 803.40 feet to the point of beginning.

The parcel described herein contains 0.81 acres, more or less.

AND:

Joint Use Area 2, Judicial Annex Extension Parking Lot:

Commencing at a General Land Office monument dated 1937, 2" pipe with brass cap, which is at the quarter section corner common to section 25 and 26, T-1-S R-24-W, being also a corner of a tract of land conveyed to the Board of Public Instruction, Okaloosa County, Florida, on 30 December 1970, and a corner of a tract of land owned by the United States of America at Eglin Air Force Base;

thence N 87°48'29" W, along the said boundary of said Board of Public Instruction tract which is along the boundary of said United States tract 1150.83 feet to an unnumbered 4" x 4" concrete monument;

thence S 01°47'58" W, along the boundary of said Board of Public Instruction tract which is along the boundary of said United States tract 1726.18 feet more or less to a unnumbered 4" x 4" concrete monument on the northern right-of-way line of State Road 189;

thence S 65°40'01" W along the northern right-of-way line of said road 824.26 feet to a rod and cap #3134 and to the point of beginning;

thence S 65°40'01" W along the northern right-of-way line of said road 894.43 feet to a rod and cap #4167;

thence N 01°47'58" E, 882.25 feet;

thence N 90°00'00" E, 803.40 feet;

thence S 01°47'58" W, 513.53 feet more or less to the point of beginning.

The parcel described herein contains 12.87 acres, more or less and is a portion of Parcel 1 (Tract 943) as recorded in the Official Records Book 2663, Page 4937, Okaloosa County, Florida.

**5. Uses Permitted on Joint Use Areas**

The parties agree that the Joint Use Areas are open to the public when not in use by the County with proper time and manner restrictions as provided herein and by law that will ensure the availability of parking, circulation over, around and through the City and County parcels, the placement of lighting, sidewalks, utilities and other public amenities as agreed by the parties.

**6. County's Responsibilities**

The County shall have the following duties and responsibilities:

6.1 Improve, repair and maintain Joint Use Areas 1 and 2, unless otherwise agreed by the parties, to include all roadways, lighting, sidewalks, utilities, handicap accessibility, and other public amenities;

6.2 Ensure coordination with the City at any time that Joint Use Areas I and/or 2 will be blockaded, repaired, or otherwise in a condition that impedes vehicular circulation on the parcels;

6.3 Assist with law enforcement efforts, as determined by the City Police Chief, on Joint Use Areas 1 and 2; and

6.4 Reasonably consent to the City's requests that will ensure adherence to the provisions of this agreement.

**7. City's Responsibilities**

The City shall have the following duties and responsibilities:

7.1 Ensure approval of and coordination with the County at any time that Joint Use Areas I and/or 2 will be blockaded, repaired, or otherwise in a condition that impedes vehicular circulation on the parcels;

7.2 Provide law enforcement services to the parcels and Joint Use Areas; and as otherwise determined by the City Manager and County Administrator;

7.3 Provide fire services to the parcels and Joint Use Areas;

7.4 Reasonably consent to the County's requests that will ensure adherence to the provisions of this agreement.

**8. Coordination of Use of Joint Use Areas**

At all times, the use of the Joint Use Areas shall be coordinated by the City Manager, or a designee, and the County Administrator, or a designee, pursuant to administrative procedures as

approved by the City and County, if necessary.

**9. Liability**

Pursuant to section 768.28, Florida Statutes, each party shall insure its interest against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence arising from the terms or existence of this agreement. Further, nothing in this agreement shall be deemed a waiver of immunity or limits of liability by either the City or County, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability and nothing in this agreement shall inure to the benefit of any third party for the purpose of allowing any damage, loss, or claim which would otherwise be barred by the parties' rights to sovereign immunity or by operation of law.

**10. Notices**

Any notice required by this Agreement may be given by mailing such notice by first class mail, addressed to the County Administrator or the City Manager at the following addresses:

County Administrator  
Okaloosa County  
1804 Lewis Turner Blvd., Suite 400 1  
Fort Walton Beach, FL 32547

City Manager  
City of Fort Walton Beach  
107 Miracle Strip Parkway SW  
Fort Walton Beach, FL 32548-6614

**11. Binding Covenant**

This agreement is a covenant running with the land and shall be binding on and inure to the benefit of the parties, their heirs, successors, and assigns. The County shall record this agreement in the public records of Okaloosa County, Florida, and provide the City, within ten (10) days of recording, a copy of the recorded document.

**12. Modification; Amendment**

Any modification or amendment to this agreement shall not be valid and binding unless and until such modification or amendment is approved through an official act of both parties.

In witness whereof, the parties have executed this Joint Use Agreement on the dates indicated below.

End of Text

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

12-14-10  
Date

[Signature]  
By: Wayne Harris, Chairman



Witness:

Teresa Ward

Printed Name: Teresa Ward

Witness:

Printed Name: \_\_\_\_\_

Attest:

Darryl J. Stanford  
Clerk of Court



Approved as to Form and Legal Sufficiency:

[Signature]  
John R. Dowd, Sr., County Attorney

**CITY COUNCIL  
CITY OF FORT WALTON BEACH**

November 23, 2010  
Date

Mike Anderson  
By: Mike Anderson, Mayor

Witness:

Adita V Snow

Printed Name: Adita V Snow

Witness:

Laraine Van Ethen

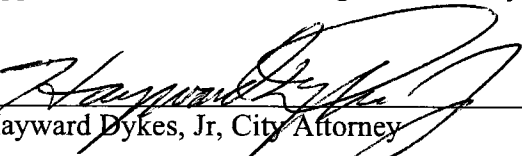
Printed Name: Laraine Van Ethen



Attest:

  
City Clerk

Approved as to Form and Legal Sufficiency:

  
Hayward Dykes, Jr, City Attorney

# LEGAL DESCRIPTION SKETCH OF JOINT USE AREAS AT THE C.H. "BULL" RIGDON FAIRGROUNDS AND THE COUNTY JUDICIAL ANNEX

