

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/26/2019

Contract/Lease Control #: L97-0084-PS

Procurement#: NA

Contract/Lease Type: LEASE

Award To/Lessee: OKALOOSA COUNTY SCHOOL BOARD

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2019

Expiration Date: 01/01/2029

Description of Contract/Lease: BAKER AREA EMS STATION LAND LEASE

Department: PUBLIC SAFETY

Department Monitor: VAUGHN

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: L97-0084-PS Tracking Number: 3454-19
Procurement/Contractor/Lessee Name: Baker Water Systems, Inc. Grant Funded: YES NO
Purpose: Lease of Land at 5801 Morris St.
Date/Term: H-29 1. GREATER THAN \$100,000
Amount: 1.00 per year 2. GREATER THAN \$50,000
Department: PS 3. \$50,000 OR LESS
Dept. Monitor Name: Vaughn

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 8-27-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____

Grants Coordinator Danielle Garcia Date: _____

Risk Management Review

Approved as written: see email attached

Risk Manager or designee Date: 9-11-19

County Attorney Review

Approved as written: see email attached

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 9-28-19

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, October 10, 2019 10:36 AM
To: DeRita Mason
Subject: RE: Baker Water System Lease

The lease is approved for legal purposes. Please make sure to fill in the contact information

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

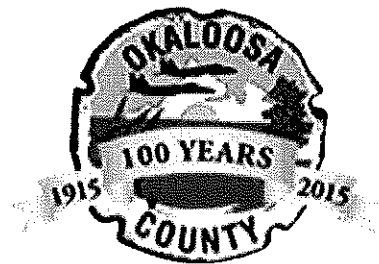
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, October 10, 2019 11:26 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: Baker Water System Lease

Please see below to the answer to your question regarding the lease with Baker Water System

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, September 11, 2019 9:43 AM
To: DeRita Mason
Subject: RE: Baker Water

DeRita

This is approved by risk management. There is not insurance proponent.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, September 11, 2019 9:05 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: RE: Baker Water

Here you go.

Thank you,

DeRita

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Saturday, September 28, 2019 2:45 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Outstanding Coordination

The Legal description needs to be filled in. That being said, this is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, September 19, 2019 8:34 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: Outstanding Coordination

Here you go.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective 08/01/2019 by and between Baker Water System, Inc ("Landlord") and Okaloosa County EMS ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as
5801 Monroe St Baker, FL 32531

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 1, 2019 and ending January 1, 2029.

B. Tenant may renew the Lease for one extended term.

2. Rental.

Tenant shall pay to Landlord \$1.00 per year. Each payment shall be due in January of each year during the lease term to Landlord at the Baker Water System Office or by mail to:

Baker Water System, Inc

P.O. Box 98 Baker, FL 32531

3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. The Tenant shall be solely responsible for the maintenance of facility. Should the Landlord suspect property damage due to neglect they can with 3 days notice, be allowed to inspect the premises. If there is suspicion of unlawful activity, the Landlord has the right with accompanying authorities to inspect premises without notice. During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy. Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials.

**LEASE #: L97-0084-PS
OKALOOSA COUNTY SCHOOL BOARD
BAKER AREA EMS STATION LAND LEASE
EXPIRES: 01/01/2029**

4. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Tenant shall be responsible, at its expense, for general liability coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

5. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

6. Damage and Destruction.

Subject to Section 4 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease.

7. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

BAKER WATER SYSTEM, INC

P.O. BOX 98

BAKER, FL 32531

If to Tenant to:

Okaloosa County Department of Public Safety

90 College Blvd. Niceville, Florida
32578 _____

8. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

9. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

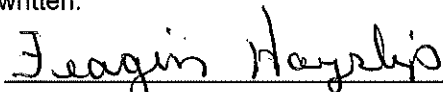
10. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

11. **Governing Law.**

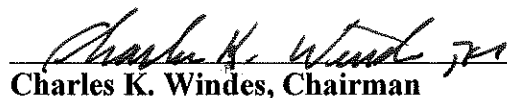
This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.



Feagin Hayslip, Chairman

Baker Water System, Inc


Charles K. Windes, Chairman



Okaloosa County Board of County Commissioners

EXHIBIT D

CONTRACT & LEASE
INTERNAL COORDINATION SHEET

Contract/Lease Number: 297-0084-PS Tracking Number: 510-12

Contractor/Lessee Name: Okaloosa County School District

Purpose: Baker Area EMS Station Land Lease

Date/Term: 10 years 1. GREATER THAN \$50,000

Amount: \$1 per year 2. GREATER THAN \$25,001

Department: Public Safety 3. \$25,000 OR LESS

Dept. Monitor Name: D. Vallani / M. Huber

Purchasing Review

Procurement requirements are met:

[Signature] Date: 10/23/12

Contracts & Lease Coordinator

Risk Management Review
C.E. We cannot indemnify
or hold harmless.

Approved as written:

[Signature] Date: 10/29/2012

Risk Management Director

County Attorney Review
D. K. T. R. G. E.

Approved as written:

[Signature] Date: 11/13/12

County Attorney

Following Okaloosa County approval:

Contract & Grant

Document has been received:

_____ Date: _____

Contracts & Grants Manager

STATE OF FLORIDA
COUNTY OF OKALOOSA

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into by and between THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, a body corporate pursuant to Section 1001.40, Fla. Stat., whose principal address is 120 Lowery Place SE, Fort Walton Beach, Florida, 32548 (hereinafter referred to as "Lessor") and OKALOOSA COUNTY, a political subdivision of the State of Florida, whose principal address is 101 East James Lee Boulevard, Crestview, Florida 32536 (hereinafter referred to as "Lessee").

WITNESSETH:

For and in consideration of the covenants and agreements herein set forth, the parties do hereby agree as follows:

1. LEASED PREMISES. That the Lessor hereby expressly leases to Lessee the following described real property situated in Okaloosa County, Florida to wit:

See Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property").

2. TERM AND TERMINATION. This Lease shall be for a period of ten (10) years beginning on the date of execution hereof by the first party, subject to renewal during the term on an annual basis by mutual agreement by both Lessor and Lessee. If either party should elect not to renew this Lease at the end of any annual period, it shall give the other party at least ninety (90) days written notice prior to the end of any such period. Unless a notice of non-renewal is delivered by either party, then this Lease shall be renewed automatically each year during the term hereof.

3. CONSIDERATION. The consideration thereof shall be the sum of One (\$1.00) Dollar per year and other good and valuable consideration, together with the on-going maintenance and operation of an ambulance station to serve the Baker area.

4. USE. Lessor covenants that it is well seized of an indefeasible estate in fee simple in the demised property and has a good right to lease same, and that the Lessor warrants and will defend the Lessee in the quiet and peaceful possession and enjoyment

thereof for the said term of this Lease, against all persons lawfully claiming the same, excepting for any easements of record. The Property shall be used by Lessee only as an ambulance station to serve the Baker area. The Lessee may not store fuel or other hazardous materials on or under the Property.

5. IMPROVEMENTS. The Lessor does hereby give the Lessee the right and privilege to make, at Lessee's expense, improvements and additions to the Property. All permanent improvements and additions which are attached to the Property will become the property of the Lessor and shall remain upon, and be surrendered with, the premises as a part thereof at the termination and/or expiration of this Lease. Any temporary or portable improvements which can be removed without damage to the Property shall remain the property of the Lessee. The Lessee shall be required, at its sole expense, to return the Property to Lessor at the termination and/or expiration of this Lease in as good a condition, and without any remaining improvements which are unacceptable to Lessor, as when this Lease started. Prior to commencing any development of the Property, the Lessee shall ensure full compliance with all applicable local, state and federal regulations.

6. INSURANCE.

A. The Lessee shall exercise its privileges hereunder at its own risk and expense. The Lessee shall carry and maintain in full force and effect throughout the term of this agreement, either comprehensive general liability insurance or a comprehensive general liability self-insurance program for the full amount of coverage as Lessee carries for all of its other governmental facilities and in no event shall the coverage amount be less than to the limit of liability set forth in Section 768.28, Fla. Stat., as same may from time to time be amended. The Lessor shall be named as an additional insured on all such coverages. Certificates of Insurance must be provided by the Lessee to the Lessor annually during the term of this Lease. All certificates shall provide a thirty (30) day notification clause to the Lessor in the event of cancellation or modification of the policy. In the event the insurance coverage expires at any time during the term of this Lease, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

B. The Lessee shall be responsible for the maintenance of such insurance, in the amount of the full replacement cost of the facilities and contents, as necessary to protect the Lessee from the risk of loss of the Property or any contents therein owned by the Lessee by fire, theft, storm, hail, flood, vandalism or other such loss, and the Lessor shall be shown as an additional insured under all such policies of insurance to the extent of its interest in the Property.

C. All insurance carriers shall be rated "A" or better by the most recently published A.M. Best Rating Guide. The Lessor reserves the right to accept or reject the insurance carrier(s).

D. Neither the Lessee nor the Lessor shall be responsible, liable to, or have any obligation to any user for loss of property by reason of theft, fire, storm, hail, flood, or other such casualty.

7. BREACH. Should the Lessee breach any of the terms of this Lease, then the Lessor, after giving notice as required herein, shall have the right, at its option, to immediately terminate this Lease and to re-enter and re-take possession of the Property. In such event the Lessor shall provide written notice to the Lessee setting forth the item(s) of breach or default and giving the Lessee thirty (30) days to cure the issue ("Cure Period"). If Lessee shall fail to correct the breach or default within the Cure Period then the Lessor may terminate this Lease and all improvements on the Property shall become the property of the Lessor.

8. ATTORNEY'S FEES AND COSTS. In any action, suit or proceeding to enforce or interpret the terms of this Lease, or to collect any amount due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred in enforcing, defending or interpreting its rights hereunder, including, but not limited to, all collection and court costs, and all attorney's fees, whether incurred out of court, in the trial, on appeal, or at bankruptcy or administrative proceedings.

9. MISCELLANEOUS.

A. Nothing herein contained shall be deemed or construed by the parties nor by any third party as creating the relationship of partnership or joint venture.

B. Whenever the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders where the context requires.

C. No party shall be deemed in default under this Agreement if such party is delayed in the performance of any of its obligations if the delay is due to strikes, lockouts or labor disputes, acts of God, restrictions, regulations or controls of any government or governmental agency, civil commotion, insurrection, revolution, sabotage or enemy or hostile government actions, fire or other casualty or other similar conditions beyond the control of the party delayed. In the event of such delay, all dates for performance shall automatically be extended by a period equal to the aggregate period of all such delays.

D. The Lessee shall keep the Property clean and free of rubbish and shall not allow the accumulation of any unsightly matter(s) or object(s).

E. The Lessee shall develop, operate and maintain any improvements to the subject property so as not to interfere with the property rights of the adjacent residential homeowners.

F. The Lessee shall be responsible for the cost of any and all utility services provided to the Property.

10. NOTICES. All notices, requests, demands, elections, consents, approvals, designations and other communications of any kind must be in writing and addressed to the parties as follows:

School Board:
Superintendent
Okaloosa County School District
Administration Office, 120 Lowery Place SE
Fort Walton Beach, Florida 32548

Okaloosa County:
Public Safety Director
Okaloosa County Public Safety
90 College Boulevard East
Niceville, Florida 32578

Any party may change the address to which notices are to be sent by giving ten (10) days prior written notice informing the other party of the change of address. Service of notice shall be deemed complete upon mailing.

11. COMPLETE AGREEMENT. This document contains the complete Agreement between the parties. All negotiations, considerations, representations, and understandings between the Lessor and the Lessee relating to the management of the Property are incorporated herein and may only be modified by agreement in writing.

12. APPLICABLE LAW. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement.

13. PARTIAL INVALIDITY. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision unless such partial invalidity shall materially or substantially alter the arrangements between the parties hereto or the benefits accruing to either party.

14. HEADINGS. The headings of sections are for convenience only and do not define, limit, or construe the contents of such sections.

15. WAIVER. No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, conditions, or duty of the other party hereto shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

IN WITNESS WHEREOF, the parties hereto have caused the signatures of their officers to be set hereunder and their seals to be affixed hereto to be effective as of the latest date of execution.

ATTEST:

THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA

By: Mary Beth Jackson
Mary Beth Jackson
Superintendent/Corporate Secretary

By: Rodney L. Walker
Rodney L. Walker, Chairman

Date: December 10, 2012

ATTEST:

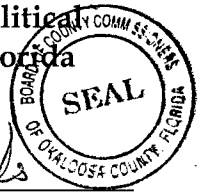
Don. W. Howard, Clerk of Circuit Court

OKALOOSA COUNTY, a political subdivision of the State of Florida

By: Gary J. Stanford
Gary J. Stanford, Deputy Clerk and Director of Finance



By: Don R. Amunds
Don R. Amunds, Chairman, Okaloosa Board of County Commissioners



Date: Jan. 8, 2013

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 10th day of December, 2012, by Rodney L. Walker and Mary Beth Jackson, as Chairman and Superintendent/Corporate Secretary respectively of The School Board of Okaloosa County, Florida, on behalf of the School Board. They are personally known to me and did not take an oath.



NOTARY PUBLIC:

sign: Teresa L. Epperson
print: Teresa L. Epperson
State of Florida at Large (Seal)
My Commission Expires:

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 15th day of January, 2013 2012, by Don R. Amunds and Gary J. Stanford, as Chairman and Clerk respectively of the Okaloosa County Board of County Commissioners, on behalf of the County. They are personally known to me and did not take an oath.



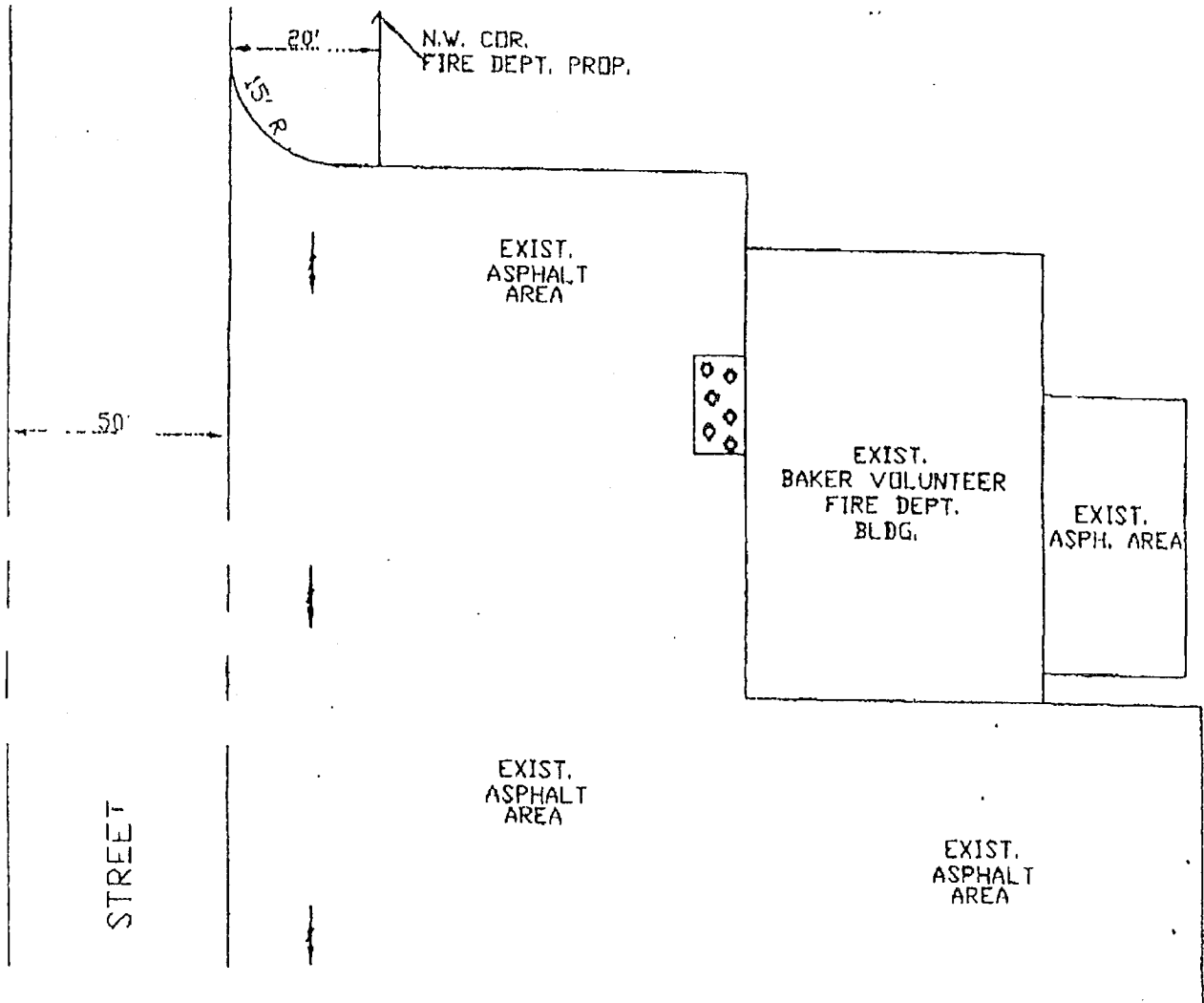
NOTARY PUBLIC:

sign: Mary L. Carson
print: Mary L. Carson
State of Florida at Large (Seal)
My Commission Expires:

This Instrument
Prepared By:
C. Jeffrey McInnis, Esquire
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
(850) 863-4064

LEGAL FOR PROPOSED
EMS BUILDING
IN BAKER, FL

Commence at the southwest corner of Lot 5 Baker Heights Subdivision, recorded in Plat Book 6, Page 13, Okaloosa County, Florida. The aforesaid southwest corner also being the Point of Beginning; thence run east along the southerly boundary of Baker Heights Subdivision a distance of 117 feet; thence run south on a line parallel to the east right-of-way line of Monroe Street a distance of 76 feet; thence run west on a line parallel to the south line of Baker Heights Subdivision a distance of 117 feet more or less to the east right-of-way line of Monroe Street; thence run north along the east right-of-way of Monroe Street a distance of 76 feet to the Point of Beginning. Being 0.20 acres more or less, located in Section 31, Township 4 North, Range 24 West, Okaloosa County, Florida.



SCHOOL DISTRICT OF OKALOOSA COUNTY

SUPERINTENDENT OF SCHOOLS
Mary Beth Jackson

ATTORNEY TO THE BOARD
C. JEFFREY McINNIS, Esq.



BOARD MEMBERS
CINDY FRAKES
CHUCK KELLEY
CATHY THIGPEN
MELISSA THRUSH
RODNEY L. WALKER

December 18, 2013

Public Safety Director
Okaloosa County Public Safety
90 College Boulevard East
Niceville, Florida 32578

Attn: Michelle Huber

RE: Lease Agreement, School Board Property, Baker

Dear Ms. Huber,

Enclosed you will find three (3) originals of the Lease Agreement renewal with Okaloosa County regarding Baker School Property. This agreement was approved by the School Board on December 10, 2012, and has been signed by its officers. We ask that you obtain the appropriate signatures from the officers of Okaloosa County and return two (2) fully executed originals to our office.

We thank you in advance for your assistance.

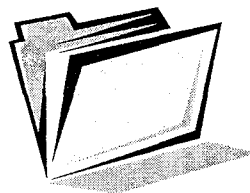
Bill Smith by DW

Dr. Bill Smith, Director of Facilities

Enclosures

ADMINISTRATION COMPLEX-120 LOWERY PLACE S.E.-FORT WALTON BEACH, FLORIDA 32548
TELEPHONE (850) 833-3100 FAX (850) 833-3436

CARVER HILL ADMINISTRATION COMPLEX-461 W. SCHOOL AVENUE-CRESTVIEW, FLORIDA 32536
TELEPHONE (850) 689-7117 FAX (850) 689-7121



OFFICE OF CONTRACTS & GRANTS
CLERK OF THE CIRCUIT COURT
1804 Lewis Turner Blvd, Suite 206

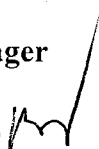
(850) 651-7200, ext 4381

MEMORANDUM

From
TO:

Jack Allen,
Purchasing Manager

To
FROM:

Brenda L. Bailey, 
Contracts & Grants Manager

DATE: January 17, 2013

RE: BCC Meeting Date: January 8, 2012

The Okaloosa County Board of Commissioners has approved the attached document(s) on the date specified above. The documents are being returned for the following action:

- Please submit to other party for signatures. When fully executed please return one "original" to our office.
- If document is fully executed, please make final distribution including returning one "original" to our office .



Board of County Commissioners

State of Florida

LEASE CONTROL FORM

DATE: 5/27/99

LEASE CONTROL #: L97-0084-ES10-1 ^I *ju*

STATUS: OPEN / CLOSED DATE: _____

LEASE TYPE: EXPENDITURE

LESSEE: OKALOOSA COUNTY

LESSOR: OKALOOSA COUNTY SCHOOL BOARD

DESCRIPTION OF LEASE: BAKER AREA LEIS STATION

TERM: *ju* 10 YEARS EXPIRES 5/8/2007/AUTO ALLOWANCE PURCHASE

COUNTY DEPT/POC: EMERGENCY SERVICES
HANK CHRISTEN

COUNTY CONTACT TELEPHONE #: 651-7150

COUNTY CONTACT FAX #: 651-7170

Reply To:

Courthouse
101 E. James Lee Blvd. Crestview, FL 32536
(850) 689-5030 FAX: 689-5059

1804 Lewis Turner Blvd. Suite 100
Fort Walton Beach, FL 32547
(850) 651-7105 FAX: 651-7142

STATE OF FLORIDA
COUNTY OF OKALOOSA

L97-0084-ESI-1
LESSOR: OKALOOSA SCHOOL BOARD
BAKER AREA EMS STATION
EXPIRES: INDEFINITE

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into by and between THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA its successors and assigns, hereinafter called "Lessor", and OKALOOSA COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter called "Lessee".

WITNESSETH:

For and in consideration of the covenants and agreements herein set forth, the parties do hereby agree as follows:

1. That the Lessor hereby expressly leases to Lessee the following described real property situated in Okaloosa County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF

This Lease shall be for a period of ten (10) years beginning on the date of execution hereof by the first party, subject to renewal during the term on an annual basis by mutual agreement by both Lessor and Lessee. If either party should elect not to renew this Lease at the end of any annual period, it shall give the other party at least

ninety (90) days written notice prior to the end of any such period. Unless a notice of non-renewal is delivered by either party, then this Lease shall be renewed automatically each year during the term hereof.

The consideration therefor shall be the sum of One (\$1.00) Dollar per year and other good and valuable consideration, together with the construction of an ambulance station to serve the Baker area.

2. Lessor covenants that it is well seized of an indefeasible estate in fee simple in the demised property and has a good right to lease same, and that the Lessor warrants and will defend the Lessee in the quiet and peaceful possession and enjoyment thereof for the said term of this Lease, against all persons lawfully claiming the same, excepting for any easements of record. The property shall be used by Lessee only as an ambulance station to serve the Baker area. The Lessee may not store fuel or other hazardous materials on or under the subject property.

3. The Lessor does hereby give the Lessee the right and privilege to make, at Lessee's expense, improvements and additions to the property. All permanent improvements and additions which are attached to the property will become the property of the Lessor and shall remain upon, and be surrendered with, the premises as a part thereof at the termination and/or expiration of this Lease. Any temporary or portable improvements which can be removed without damage to the subject property shall remain the property of the Lessee. The Lessee shall be required, at its sole expense, to return the subject property to Lessor at the termination and/or expiration of this Lease

in as good a condition, and without any remaining improvements which are unacceptable to Lessor, as when this Lease started. Prior to commencing any development of the subject property, the Lessee shall insure full compliance with all applicable local, state and federal regulations.

4. The Lessee shall keep the demised property clean and free of rubbish and shall not allow the accumulation of any unsightly matter or object.

5. The Lessee shall develop, operate and maintain any improvements to the subject property so as not to interfere with the property rights of the adjacent residential homeowners.

6. Lessee agrees to hold harmless and indemnify the Lessor for any loss or liability, excepting only any negligence of Lessor.

7. Should the Lessee breach any of the terms of this Lease, then the Lessor shall have the right, at its option, to immediately terminate this Lease and to re-enter and re-take possession of the demised premises.

8. Should it be necessary for either party, upon default of the other party, to employ the services of any attorney to enforce the provisions of this Lease, then the defaulting party hereby agrees to pay a reasonable attorney's fee and all costs involved in said proceedings.

9. Any and all notices required to either party shall be given or mailed to the Lessor at Okaloosa County Courthouse, Crestview, Florida 32536, and to the Lessee at Okaloosa County Courthouse, Crestview, Florida 32536.

IN WITNESS WHEREOF, the parties hereby have caused the signatures of their property officers to be set hereunder and the seals to be placed thereon this 8th day of May, 1997.

THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA

ATTEST:

By: Walter C. Gordon BY: Rodney Walker
Walter C. Gordon, Rodney Walker, Chairman
Secretary and Superintendent

OKALOOSA COUNTY

ATTEST:

By: William G. Sammie
Chairman, Board of County Commissioners

By: Newman C. Brackin
Newman C. Brackin
Clerk of Court

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 8th day of May, 1997, by Rodney Walker and Walter C. Gordon, as Chairman and Superintendent/Secretary respectively of The School Board of Okaloosa County, Florida, on behalf of the School Board. They are personally known to me.

NOTARY PUBLIC:

sign: Maryann Foreman
print: Maryann Foreman
State of Florida at Large (Seal)
My Commission Expires:



Maryann Foreman
MY COMMISSION # CC543602 EXPIRES
March 28, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 22nd day of May, 1997, by William A. Harrison, as Gary J. Stanford of Okaloosa County, on behalf of the County. They are personally known to me.

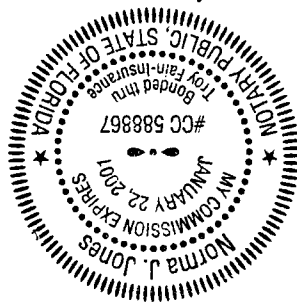
NOTARY PUBLIC:

sign: Norma J. Jones

print: Norma J. Jones

State of Florida at Large (Seal)

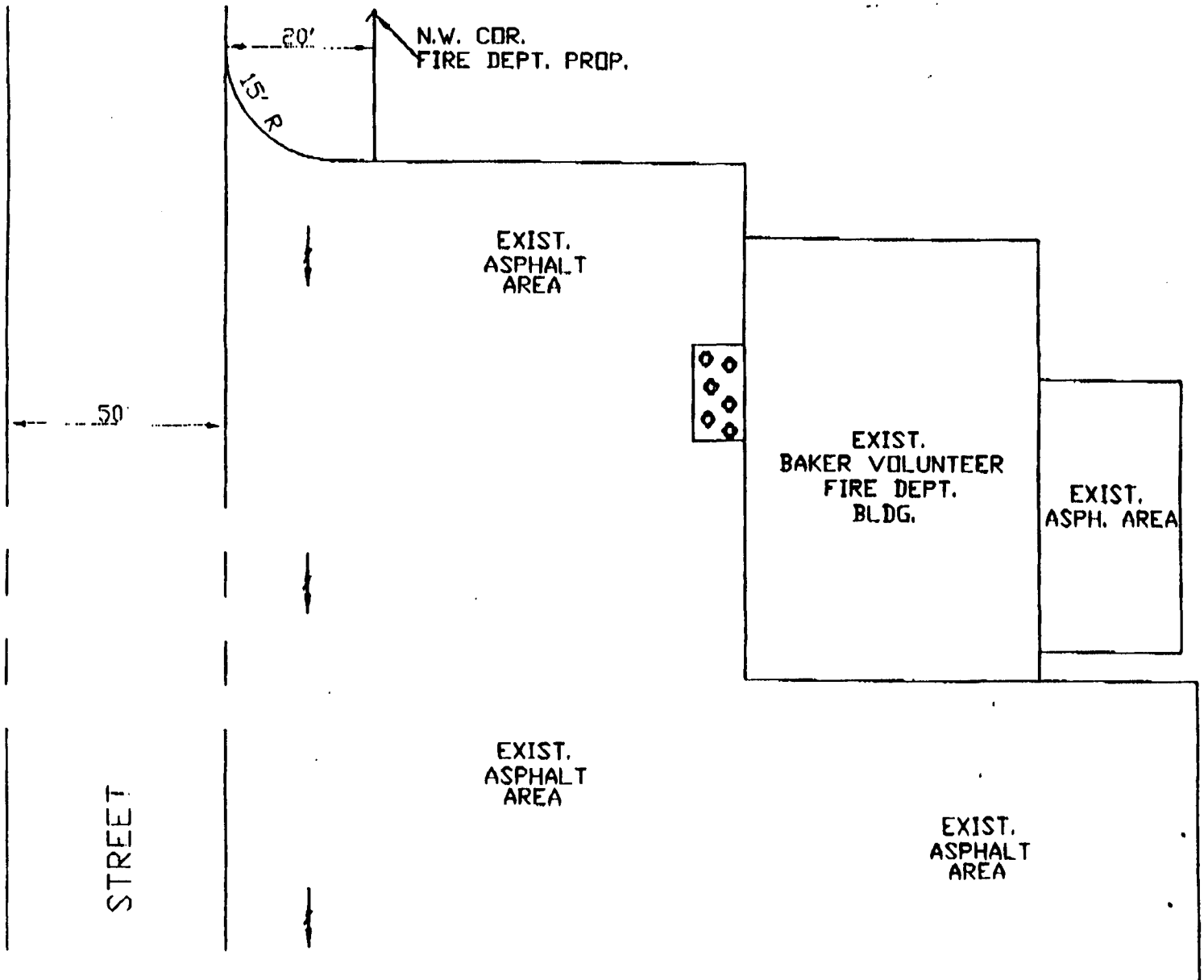
My Commission Expires:



This Instrument (school\lease.bak)
Prepared By:
C. Jeffrey McInnis, Esquire
ANCHORS, FOSTER, McINNIS & KEEFE, P.A.
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
(904) 863-4064

**LEGAL FOR PROPOSED
EMS BUILDING
IN BAKER, FL**

Commence at the southwest corner of Lot 5 Baker Heights Subdivision, recorded in Plat Book 6, Page 13, Okaloosa County, Florida. The aforesaid southwest corner also being the Point of Beginning; thence run east along the southerly boundary of Baker Heights Subdivision a distance of 117 feet; thence run south on a line parallel to the east right-of-way line of Monroe Street a distance of 76 feet; thence run west on a line parallel to the south line of Baker Heights Subdivision a distance of 117 feet more or less to the east right-of-way line of Monroe Street; thence run north along the east right-of-way of Monroe Street a distance of 76 feet to the Point of Beginning. Being 0.20 acres more or less, located in Section 31, Township 4 North, Range 24 West, Okaloosa County, Florida.



EXECUTIVE SUMMARY

TO: Honorable Chairman, and Member of the Board

FROM: Hank Christen, Director of Emergency Services

SUBJECT: Baker EMS Station

DATE: May 8, 1997

STATEMENT OF ISSUE: Placement of Baker EMS Station.

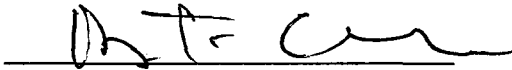
BACKGROUND: EMS now occupies very limited space at the Baker Fire Station. This unit provides EMS coverage for the far north county.

ANALYSIS: A new station has been completed, and will be moved to School Board property adjacent to the Baker Fire Station. The attached contract has been approved by the Okaloosa County School Board.

OPTIONS: Approve or suggest changes.

RECOMMENDATIONS: Approve as submitted.

RECOMMENDED BY:



Department Head

APPROVED BY:



County Manager