



City Council of Fort Walton Beach

CITY MANAGER MEMORANDUM

To: Michael D. Beedie, City Manager
From: Michael Beedie, City Manager
Date: June 28, 2022
Subject: Interlocal Agreement - Okaloosa County Public Safety Communications Tower

1. **BACKGROUND:**

- 1.1. One of Okaloosa County's largest capital project for the Half-Cent Surtax includes the development of a countywide Public Safety Emergency Communications System for all public safety agencies within the County.
 - 1.1.1. The proposed Communications System will consist of twelve (12) towers, 911 centers and mobile and portable units for emergency communications.
 - 1.1.2. The Communications System will serve over 30 different public safety entities within Okaloosa County to include all Emergency Medical Services, Fire / Rescue, Law Enforcement and Okaloosa Emergency Management Agencies, as well as Transit, Utilities and similar countywide support agencies.
- 1.2. The new Communications System will be utilized by the City's Fire and Police Departments.

2. **DISCUSSION:**

- 2.1. As part of the development of the proposed Public Safety Emergency Communications System, the County's consultant has identified various locations for communication tower locations.
 - 2.1.1. The County approached Staff requesting a preferred tower location, and two (2) sites were identified: 17 First Street SE (Behind ADSO Building) and 7 Hollywood Boulevard NE (Behind FWB Police Department).
- 2.2. The County selected the 7 Hollywood Boulevard NE as the preferred location for a tower for the following:
 - 2.2.1. The current owner of the existing tower at this location recently notified the City it would no longer use the tower and would either transfer ownership of the tower to the City or demolish the tower.
 - 2.2.2. The existing tower may be used as part of the new Communications System (The County's consultant is evaluating the existing tower to determine the feasibility of utilizing the existing tower).
 - 2.2.3. If the existing tower cannot be utilized as part of the new Communications System, the required footprint for a new tower is less at this site than the First Street SE site.

- 2.3. The City does currently have existing communications equipment on the existing tower at 7 Hollywood Boulevard NE and is exploring options to relocate the equipment to another site.
- 2.4. The initial term of the Interlocal Agreement for the Public Safety Emergency Communications Tower is thirty (30) years with two (2) options to extend the Agreement an additional ten (10) years for a total term of fifty (50) years.
- 2.5. Okaloosa County would be fully responsible for the construction costs of a new tower or retrofitting the existing tower.
- 2.6. In lieu of a “lease fee”, the County will purchase for the City’s Fire and Police Departments a total of \$915,000 of new digital state-of-the-art emergency communications equipment to allow the City to utilize the new Communications System.
- 2.7. The City may also install equipment on the tower for the City’s use, which may include cameras, utility equipment and other communications equipment.

3. FINANCIAL INFORMATION:

- 3.1. The cost for the City to relocate the existing communications equipment to another location is approximately \$18,000. Once a new location is secured, funding to relocate this equipment is available in the FY 2021-22 General Fund Contingencies.
- 3.2. The Interlocal Agreement for the Communications Tower does not burden the City with any immediate expenses.

4. RECOMMENDATION:

- 4.1. Staff respectfully recommends City Council authorization for the Mayor to execute an Interlocal Agreement with Okaloosa County for the construction of a new Public Safety Emergency Communications Tower behind the Fort Walton Beach Police Department at 7 Hollywood Boulevard NE.

ATTACHMENTS:

- 22.06.23 Tower Site Agreement FWB - 7 Hollywood Boulevard NE (PDF)

SIGNATURE BLOCK:

Finance	Completed	06/23/2022 8:23 AM
City Attorney	Completed	06/23/2022 3:55 PM
City Clerk	Completed	06/23/2022 4:26 PM
City Manager	Completed	06/23/2022 10:32 PM
City Council	Pending	06/28/2022 6:00 PM

TOWER SITE AGREEMENT

THIS AGREEMENT (“Agreement”) is made this _____ day of July, 2022, by and between Okaloosa County, a political subdivision of the state of Florida, (the “County”) and the City of Fort Walton Beach, a municipal corporation of the State of Florida (“FWB” or the “City”), for use of site to construct and maintain a communications tower to enhance public safety as part of a countywide Public Safety Emergency Communications System for Okaloosa County. Collectively the County and the City shall be referred to as the “Parties”.

WITNESSETH

WHEREAS, the City of Fort Walton Beach, Florida owns property located at 7 Hollywood Boulevard NE, Fort Walton Beach, FL 32548, (Property Tax ID No. 13-2S-24-0000-0016-0000), known as the “Property”; and

WHEREAS, on the Property is an area approximately 80 feet (E-W) by 70 feet (N-S) inclusive of the existing tower site area (50ft by 50ft) connecting in the NE corner site and as generally shown on Exhibit A, known as the “Site” and is considered inclusive of a route of ingress and egress from First Street SE and Shell Avenue SE and other utility easements to serve the Site; and

WHEREAS, the County desires to utilize an existing tower and/or construct and maintain a new Emergency Communications tower and other related emergency communications equipment and devices to enhance county Public Safety emergency communications; and

WHEREAS, the County may utilize the existing monopole tower on the Site or at the County’s discretion construct a new replacement tower at any time during the term of this Agreement; and

WHEREAS, the Site is intended to house a communications tower and other related emergency communications equipment, including but not limited to antennas, cables, lighting, transmission and receiving equipment, generators, and enclosures to house equipment associated with the tower and public safety emergency communications; and

WHEREAS, the Public Safety Emergency Communication System (“System”) will operate as part of a comprehensive countywide network of twelve (12) towers, 911 centers, and mobile and portable units for such emergency communications; and

WHEREAS, the System will serve over 30 different public safety entities to include all Emergency Medical Services, Fire/Rescue, Law Enforcement, and Okaloosa Emergency Management Agencies, as well as Transit, Utilities and similar countywide support agencies; and

WHEREAS, many of the agencies mentioned above serve the City’s residents, businesses, visitors to the area, the City’s employees, and the City’s facilities to include the emergency communications system for the City’s Fire and Police Departments; and

WHEREAS, the lack of interoperability between responding agencies has been a consistent comment in post tragedy reviews such as the Marjorie Stoneman Douglas High School shooting in South Florida; and

WHEREAS, the City is willing to permit the County to construct, use, and maintain such tower in a location approved by the City in exchange for the consideration provided for in Sections 9 and 10, with such being deemed to compensate the City for the value of the Site on the Property, on which Public Safety Emergency Communication Tower/Equipment is placed; and

WHEREAS, the County may permit additional tenants on the Property to defray the costs of maintaining the System, which may also provide additional benefits to the City for other types of non-emergency coverage.

NOW, THEREFORE, in consideration of these premises and the mutual covenants of the parties it is agreed as follows:

1. **Site.** The City hereby grants the County an easement over the Site (80 feet by 70feet) inclusive of the existing site (beginning at the NE corner of the site) to install, maintain, operate and remove a communications tower, communication equipment and appurtenances within the location of which is shown on the detailed map attached hereto as Exhibit A, which are further combined together with easements for access, utilities, and temporary construction easements. Upon approval of this Agreement a survey with legal description shall be added to Exhibit A to definitively identify the Site and all easements. The survey shall be the responsibility of the County.

2. **Use.** The County shall be permitted to utilize the existing monopole tower or install a self-supporting, 180-foot tall Public Safety Grade communications tower on the Property in accordance with the details set forth in Exhibit B attached hereto and incorporated herein, to include but not limited to all cabling, emergency power generators, utilities, fencing, site work, and related equipment on the Site and to install or improve utilities and access to get to the Site and the granted Easements through the Property. The County may have both the monopole and any newly constructed tower on the property during the relocating of equipment from one tower to another before demolishing the monopole tower. This transition period shall not exceed one (1) year.

3. **Term.** The initial term of this Agreement shall be for a period of thirty (30) years commencing on the date of execution of this Agreement by the last party. Within five (5) years of the end of any term, the County shall have the right to extend this Agreement with written notice for two (2) additional ten (10) year periods conditioned upon it still being used as part of the emergency communications system.

4. **Construction.** The County shall be solely responsible for all cost and obligations related to construction on and off the Site and the Property to include but not limited to: the tower installation, all tower mounted equipment, ground equipment, site development, stormwater, utilities, fencing access road from the parking lot and all related construction necessary as performed by County or its contractors in a safe manner consistent with current industry engineering and construction standards and practices. The County, its contractors/agents, or subleases, shall be responsible for the cost and expense of repairing any damage caused by their construction outside of the Site, during the term of this Agreement.

5. **Construction Site Maintenance** - During construction, the Property, any Construction Area Easement and any other work within any related easement shall be maintained in a safe and workmanlike manner and shall seek to minimize any aesthetic blight. Any prolonged construction stoppage over thirty (30) days shall require additional measures for safety, security, cleanliness, and aesthetics of the Site and Property

by the County until construction resumes. During hurricane season, the Site shall be secured prior to any emergency weather event to help avoid creating windblown hazards.

6. **Property and Easement Egress/Ingress Access Easement**. The County shall be permitted, through the duration of this Agreement and any future extensions, to ingress and egress and utilities on and to the Property and related easements for the purpose of design, construction/installation, upgrading repair, testing, refueling, and maintenance of the Property, Site, and System equipment. The County's employees and agents shall have ingress and egress to the Property and related easements twenty-four (24) hours a day, seven (7) days a week. Notwithstanding the above, the City may provide equal, alternative ingress and egress and utility access for the Property and related easements during emergency situations where access is restricted, during the initial construction period for construction traffic, during special events, and if the other construction near the Property alters the traffic patterns. In furtherance of providing the County with access to the Property and related Easements, there is hereby executed a non-exclusive easement, a copy of which is attached as Exhibit C and attached hereto. It is hereby expressly agreed by the parties that the County, its agents, and any sublessees have the right to utilize the County's rights for ingress and egress in the easement granted by City.

7. **Temporary Construction Area Easement(s)**. An additional area outside the Site is necessary for the initial construction and any major construction upgrades that may be necessary during the term of this Agreement. This may include the staging of vehicles, cranes, tower sections and other related equipment for the Property. The City hereby grants an initial temporary construction easement to the County for a duration of up to two (2) years from the effective date of this Agreement, a copy of which is attached hereto as Exhibit D.

The City agrees to utilize best efforts to work with the County for any future construction area easements necessary to support future construction on the Site and Property to include but not limited to: adding/removing tower equipment including utilities thereto, major tower or utility maintenance, repair and/or replacement, and similar more significant construction on the Property. Temporary future construction easements shall be for the minimum durations necessary and the Parties shall work cooperatively together on these locations. Such construction easements shall not otherwise interfere and prevent the other existing uses on the Property from properly operating.

8. **Approvals/Permitting**. The City, per Florida Statutes, is empowered to oversee review, permit and otherwise inspect construction upon its Property. It is acknowledged by the City that the Property is properly zoned, or the City will take the necessary steps to properly zone the Property and Site for the proposed use by the County. The County will follow the necessary approval processes required by the City including but not limited to receiving approval from the City for all construction activity per the Florida Building Code and pertinent City codes. The County with the City's cooperation, if needed, as property owner, shall obtain all required governmental and quasi-governmental permits, licenses, approvals and authorizations including but not limited to the FAA (which includes military coordination) for height and airspace penetration issues.

9. **Consideration**. The cost of allowing the County to place equipment on the Site and Property shall be at no additional costs not specifically identified in this Agreement. The Parties believe that the Public Safety Emergency Communications System is in the public interest and consideration enough for the Parties, local residents, and first responders for use of the Site and Property. However, as additional consideration, the County has agreed to provide the following to the City as part of the System construction, the following consideration:

a. FWB Police and Fire Departments are scheduled to receive a large amount of new digital state-of-the-art emergency communications equipment as part of the initial System construction and start up, with an estimated cost to the County in excess of **\$915,000** as shown below:

(1)	(2 EA) Dispatch Console Positions:	\$138,702
(2)	(65 EA) FWBPD Portable Radios:	\$320,452
(3)	(42 EA) FWBPD Mobile Radios:	\$161,319
(4)	(45 EA) FWB Fire Portable Radios:	\$237,332
(5)	(10 EA) FWB Fire Mobile Radios:	\$ 38,409
(6)	(2 EA) FWB Fire Consolettes:	\$ 19,468

b. FWB Emergency First Responders will receive free access to a brand-new state-of-the-art \$17 million 800Mhz P25 Phase II Emergency Radio communications system at no cost so long as the system shall exist.

c. FWB security will be bolstered because the City’s radios will be interoperable with all first responders in the County to include the Sheriff’s Department, the County EMS and the EOC, as well as other City mutual aid responders and other State and County responding agencies.

d. FWB may experience better cell service coverage if additional vendors can be co-located on the tower.

e. FWB shall be permitted to use the Site as specifically listed in Section 10 below.

10. **FWB Tower Usage.** The County shall permit the City to install equipment on the Site for the City’s use but not for other commercial purposes. The following shall be permitted on the Site at no cost for use and use for these purposes shall be considered in-kind and shall be considered a sublease:

- a. Cameras overlooking the City;
- b. Equipment related to the City’s water meter AMI system;
- c. Equipment related to Internet or Wi-Fi services serving City facilities/properties only;
- d. A Siren Alert System, if not already utilized by the County for the same purpose.

For its usage, the City shall be responsible for its own installation, utilities, and maintenance to include equipment removal if no longer operable, unless otherwise agreed to by the County through written agreement. The County shall cooperate with the City to provide secure access rights to the secure compound to install and thereafter maintain or remove its equipment. Such equipment shall be installed and maintained so as to not interfere or cause damage to any other Site equipment.

The County agrees to work in good faith with the City on a case-by-case basis to permit the City other possible uses and space on the tower, assuming such use is reasonably accommodated based on the engineered weight and wind load analysis of the Site; and provided such proposed uses or spaces by the City do not otherwise take away capacity of the Site to accommodate other paying tower users that will offset Emergency Communication System costs.

11. **Utilities.** The County will construct, at its expense, all required electrical, fiber, or other utilities necessary to support equipment on the property. The County shall be fully responsible for all utility usage on the Site. Beyond the initial construction, future utility construction may be necessary to serve the County or future site users.

12. **Subleasing.** The County, at its sole discretion, has the right to sublease any portion of the tower site to another entity for purposes of use of the tower system, non-exclusively or exclusively. Sublessee's shall have the rights granted to the County in this Agreement to use of the Site, to include ingress, egress, construction and utilities easements. Copies of any subleases for use of the Site shall be provided to the City at least 30 days prior to any work being performed on the Site.

13. **End of Lease Remediation.** Within three (3) months of the end of the any lease period, the County shall have the right to remove the tower and all vertical equipment and other physical improvements above the surface of the ground ("Improvements"). Should the County not desire to exercise its right for all or any portion of the Improvements, prior to the end of any Lease Term, it shall offer any of the remaining Improvements to the City, in writing, as is, and at no cost. If the City accepts some or all of the Improvements offered, it shall do so in writing within thirty (30) days of the offer from the County. The County shall be fully responsible for removing any and all Improvements, not accepted by the City, at its expense. The County shall not be responsible for removing any improvements at or below surface of the ground but shall be responsible for returning the Site to usable condition with the City's final approval, which shall not be unreasonably withheld.

General Provisions

14. **Governing Law & Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws. Venue for any legal proceedings shall be in Okaloosa County, Florida.

15. **Notices.** All notices shall be in writing. Such notices or demands shall be mailed or hand-delivered to the other party at the following addresses which may be changed in writing from time to time:

County:
Okaloosa County BCC
Attn: County Administrator
1250 N. Eglin Parkway Suite 102
Shalimar, FL 32579

With a Copies to:
Nabors, Giblin, & Nickerson, LLC
Attn: Okaloosa County Attorney
1250 N. Eglin Parkway, Suite 102
Shalimar, FL 32579

Okaloosa County Sheriff's Office
Attn: Facilities Director
50 2nd Street
Shalimar, Florida, 32579

City:
City of Fort Walton Beach
Attn: City Manager
107 Miracle Strip Parkway SW

With a Copy to:
Hand Arendall Harrison Sale
Attn: City Attorney
107 Miracle Strip Parkway SW

Fort Walton Beach, FL 32548

Fort Walton Beach, FL 32548

Either party may change the notice designation, at any time, by providing the other party with written notice five (5) days in advance of the change.

16. **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so.

17. **Insurance.** The County, its contractors/agents, or a third-party which is authorized to access the Property or Site as part of any sublease shall provide certificates of insurance to the City, naming them as additionally insured, for coverage for the minimum insurance coverages required as follows:

- **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Updated 9.2.2021 Completed Operations Liability in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate.
- **Statutory Workers' Compensation and Employers Liability Coverage:** \$500,000 minimum.
- **Automobile Liability:** Automobile Liability in an amount not less than \$1,000,000 combined single limit, per occurrence for bodily injury and property damage, including owned, hired and non- owned vehicle coverage.

No insurance policy required under this Agreement or any sublease affecting the Property or Site shall be cancelled during any time this Agreement or any sublease is in effect. All insurance policies shall provide that they may not be canceled or amended without the insurance company giving all parties (including the City) thirty (30) days prior written notice. No party may by action or omission cause the insurance to be invalidated. If the County, its contractors, or subleases fail to obtain and keep in force the required insurance, the City may obtain insurance and the County, its contractors, or subleases will reimburse the City for such expense.

18. **Indemnification.** Unless otherwise stated herein, each party shall be solely responsible for the conduct of its employees and agents in connection with their performance or obligations under this Agreement, and hold the other harmless for any injuries or damages arising hereunder, and shall defend any claims for injuries or damages, even if such claims be groundless or fraudulent, except that liability in such cases shall not exceed the waiver limitations set forth in section 768.28, F.S., as it now exists or as it may be amended. Nothing contained in this Agreement is intended to nor shall it be construed to violate the terms of section 768.28(19), F.S.

19. **Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by either party or of any rights or limits to liability existing under section 768.28, F.S. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

20. **Confidential and Exempt Security and Safety Plan Information.** The parties acknowledge that the plans and information related to the System to be installed are exempt from section 119.07(1), F.S, and section 24(a), Article I of the State Constitution, pursuant to section 119.071(3), F.S. In addition, such

System plans and specifications constitute information relating to the security systems for property owned or leased by a political subdivision of the State of Florida and, pursuant to section 281.301(1), F.S., are confidential and exempt from public disclosure. The parties acknowledge this Agreement document is not considered confidential or exempt from public disclosure.

21. **Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

22. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. The parties acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms of this Agreement can only be amended in writing upon mutual agreement of the parties and execution of the amendment by both parties.

23. **Conflicting Provisions.** The terms, statements, requirements, or provisions contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

24. **Severability.** If any term of this Agreement is deemed, by the court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions herein.

25. **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same Agreement, which shall become binding only when all said counterparts are executed that in total contain the signatures of all the Parties hereto. Photographic, facsimile or PDF copies of such signed counterparts may be used in lieu of the originals for any purpose and shall be deemed to be the originals thereof.

26. **Effective Date.** Once executed by both parties, this Agreement shall become effective immediately.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

//////////////////// SIGNATURE PAGE FOLLOWS //////////////////////

CITY OF FORT WALTON BEACH, FLORIDA

Richard Rynearson, Mayor

Date

ATTEST:

Kim M. Barnes, City Clerk

OKALOOSA COUNTY, FLORIDA:

Mel Ponder, Chairman

Date

ATTEST:

J.D. Peacock, II Clerk

Attachment: 22.06.23 Tower Site Agreement FWB - 7 Hollywood Boulevard NE (5930 : Interlocal Agreement - Okaloosa County Public Safety

Exhibit "A" Tower Location/Site

80ft by 70ft tower site inclusive of the existing tower site as shown below.

FWB PD – Drilled Pier Foundation: 80’x70’ compound

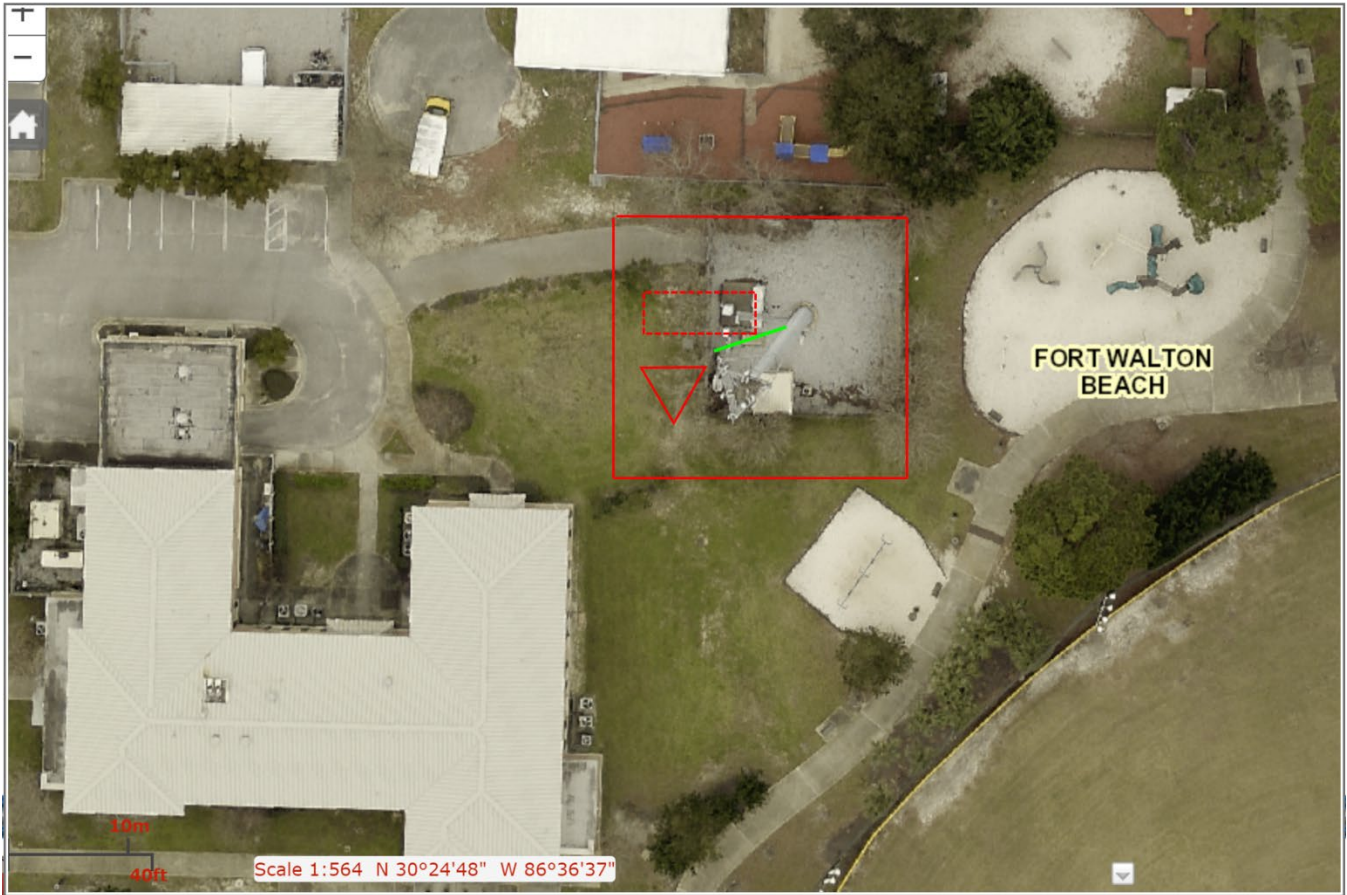
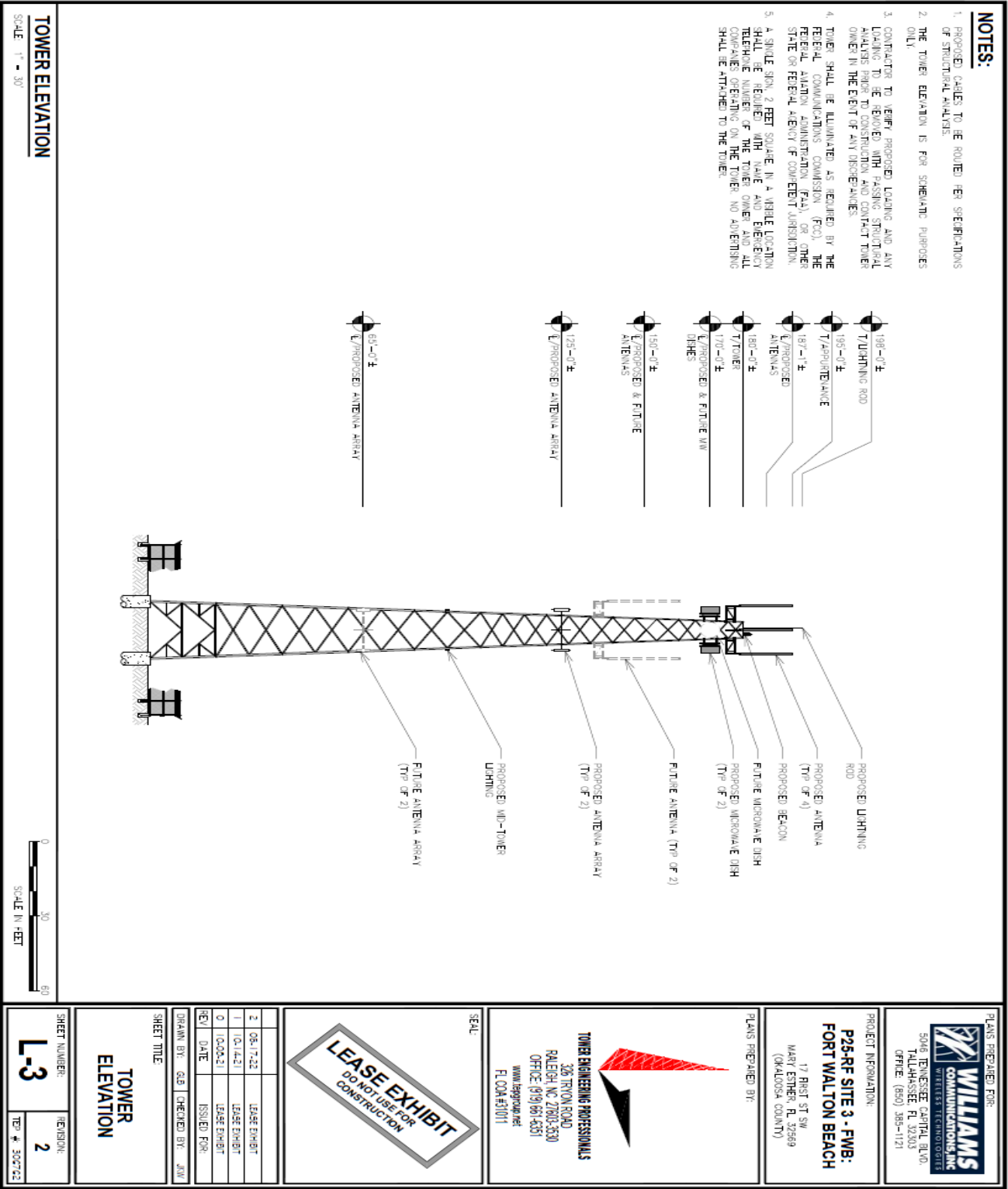


Exhibit "B"

New Radio Tower Design and Description



Attachment: 22.06.23 Tower Site Agreement FWB - 7 Hollywood Boulevard NE (5930 : Interlocal Agreement - Okaloosa County Public Safety

Exhibit “C”

Easement for Ingress and Egress and Utilities

Prepared by and return to:

Kerry A. Parsons, Esq.
 Nabors, Giblin & Nickerson, P.A.
 1500 Mahan Drive, Suite 200
 Tallahassee, FL 32308
 Parcel Id: 13-2S-24-1050-00P2-0000
 Address: 17 1st St, Fort Walton Beach, FL

EASEMENT

THIS EASEMENT made this _____ day of July , 2022, by and between the City of Fort Walton Beach, Florida 107 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548, hereinafter called “**Grantor**” and Okaloosa County, whose address is 1250 N. Eglin Parkway, Suite 102, Shalimar FL, 32579 its successors and assigns, hereinafter called “**Grantee**”;

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, by these presents does hereby give, grant, bargain and release to the Grantee, a non-exclusive easement for the purpose of utilities, ingress, egress and maintenance of a radio tower and improvements upon, over and through the following described land in Okaloosa County, Florida, described as follows:

Access shall be directly from Hollywood Boulevard or as otherwise agreed to by the Parties to the tower site shown in Exhibit A. Once finalized they shall be surveyed and documented for the parties.

Gas and Electric easements shall be granted for service to the site in conjunction with the City and the private utility providers.

This easement shall follow the same terms and duration as Tower Site Agreement between Grantor and Grantee, unless mutually terminated in writing at an earlier date.

(Signatures on following page)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its proper officers hereunto duly authorized, on the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

**CITY OF FORT WALTON BEACH
FLORIDA**

Sign: _____

Print: _____

Sign: _____

Richard Rynearson, Mayor

Print: _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO and subscribed [] in person or [] online order, this ____ day of July, 2022, by Richard Rynearson, Mayor of Fort Walton Beach, Florida, who is [] personally known to me, or who has [] produced _____ as identification.

Notary Public

[PLACE NOTARIAL SEAL]

Exhibit “D” Temporary Construction Easement

Prepared by and return to:

Kerry A. Parsons, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
Parcel Id: 13-2S-24-1050-00P2-0000
Address: 17 1st St, Fort Walton Beach, FL

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY EASEMENT made this ____ day of July, 2022, by and between The School Board of Okaloosa County, Florida between the City of Fort Walton Beach, Florida 107 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548, hereinafter called “**Grantor**” and Okaloosa County, whose address is 1250 N. Eglin Parkway, Suite 102, Shalimar FL, 32579 its successors and assigns, hereinafter called “**Grantee**”;

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, by these presents does hereby give, grant, bargain and release to the Grantee, a temporary construction easement for the purpose of constructing a radio tower and improvements according to the construction plans for said improvements in, upon, over and through the following described land in Okaloosa County, Florida, described as follows:

Shall be the proposed open space area between the site and parking lot and the City building and playground areas on the City Property as depicted in the drawing in Exhibit A.

The County will not otherwise impede needed access from the City necessary for their maintenance and operation of their government duties on site.

IT IS UNDERSTOOD and agreed by the parties hereto that the rights granted herein shall terminate upon completion of the project, but no later than the last day of July, 2024.

(Signatures on following page)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its proper officers hereunto duly authorized, on the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

**CITY OF FORT WALTON BEACH
FLORIDA**

Sign: _____

Print: _____

Sign: _____

Richard Rynearson, Mayor

Print: _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

SWORN TO and subscribed [] in person or [] online order, this ____ day of July, 2022, by Richard Rynearson, Mayor of Fort Walton Beach, Florida, who is [] personally known to me, or who has [] produced _____ as identification.

Notary Public

[PLACE NOTARIAL SEAL]