

PLANNING COMMISSION

AGENDA

DECEMBER 14, 2023

5:01 P.M.

**Commissioner's Chambers, Okaloosa County Administrative Complex 1250 Eglin Parkway
N, Shalimar, FL 32579.**

Commissioner Phyllis Enzor, District 1
Chairman Jeremy Stewart, District 3
Vice-Chairman Commissioner John Collins, District 5
Eglin Air Force Base Representative, Jack Kiger

Commissioner Jack Beery, District 2
Commissioner Vacant, District 4
Okaloosa County School Board Rep., Bill Smith

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF MINUTES FOR SEPTEMBER 14, 2023 (NO OCTOBER OR NOVEMBER MEETING)

D. OPEN TO PUBLIC (FOR ANY ITEMS NOT QUASI JUDICIAL ON THIS AGENDA)

E. ANNOUNCEMENTS

F. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA

G. ACCEPTANCE OF THE AGENDA

H. OATH TAKING

I. DISCLOSURES

J. OLD BUSINESS

None

K. NEW BUSINESS

a. Applications for Development Review

None

b. Public Hearings

Agenda Item #1: - Consideration of the Third Amendment to the Development Agreement by and between the Board of County Commissioners and Patriots Ridge LLP, for the purpose of establishing development rights for certain real property located within the unincorporated area of Okaloosa County; providing assurances in accordance with existing laws and policies subject to the conditions of the agreement; and,

insuring that the agreement is in compliance with applicable provisions of Section 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

L. OTHER BUSINESS

The **January 11, 2024**, Planning Commission Meeting will be held at the Commissioner's Chambers, Okaloosa County Administrative Complex 1250 Eglin Parkway N, Shalimar, FL 32579

M. ADJOURNMENT

PLANNING COMMISSION

MINUTES

SEPTEMBER 14, 2023

5:01 P.M.

The regular meeting of the Okaloosa County Planning Commission was held Thursday, September 14, 2023, 5:01 p.m., Commissioner's Chambers, Okaloosa County Administrative Complex 1250 Eglin Parkway N, Shalimar, FL 32579. Board members in attendance were Jeremy Stewart, John Collins, Phyllis Enzor, and Jack Beery.

Eglin Representative Scott Davidson was not in attendance.

Okaloosa County School Board representative Bill Smith was not in attendance.

Growth Management Staff in attendance were Elliot Kampert, Director, Randy Woodruff, Deputy Director, Leslie Adams, Planner I, and Martina Barrow, Planner I.

County Attorney Kirsten H. Mood was in attendance and County Attorney Kerry Parsons was in attendance via Zoom.

Speaker recognition forms were submitted by persons wishing to speak as follows:

Agenda Item 1: Ray Greer – 2910 Kerry Forest Pkwy, Tallahassee, FL – Applicant

Agenda Item 1: Randy Hersch – 5671 Willow Ln, Crestview, FL – Unknown

Agenda Item 1: Linda Samper – 5794 Wayne Rogers Rd, Crestview, FL – Unknown

Agenda Item 1: Roberto Samper – 5794 Wayne Rogers Rd, Crestview, FL – Opponent

Agenda Item 1: David Danyo – 6048 Garden City Rd, Crestview, FL – Unknown

Agenda Item 2: Brad Mainor – 6575 Hwy 189 N, Baker, FL – Applicant

A. CALL TO ORDER

Chairman Jeremy Stewart called the meeting to order at 5:01 PM.

B. ROLL CALL

Martina Barrow conducted roll call.

C. APPROVAL OF MINUTES FOR JUNE 8, 2023 MEETING.

Motion to approve minutes made by Phyllis Enzor and second by Jack Beery. — 4 ayes. Motion Passes.

D. OPEN TO PUBLIC (FOR ANY ITEMS NOT QUASI JUDICIAL ON THIS AGENDA)

None.

E. ANNOUNCEMENTS

None.

F. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA

None.

G. ACCEPTANCE OF THE AGENDA

Motion to accept the agenda as written made by Jack Beery and second by Phyllis Enzor. --- 4 ayes. Motion Passes.

H. OATH TAKING

Martina Barrow administered the Oath for all speakers.

I. DISCLOSURES

County Attorney Kirsten Mood read disclosures to the Board. Chairman Stewart replied he had spoken with the applicant regarding Agenda Item 1 and is familiar with the property. Commissioner Stewart replied yes, he could render a fair and impartial decision regarding the agenda items.

J. OLD BUSINESS

None

K. NEW BUSINESS

None

a. Applications for Development Review

None

b. Public Hearings

AGENDA ITEM 1: 534016-BCC-2023 & 534019-BCC-2023 - Consideration of a request changing the use of land submitted by Raymond Greer, on behalf of Willow Creek Plantation, LLC, relating to property located north of US 90 just to the east of Bob Sikes Airport and directly south of Wayne Rogers Road. The request is to change the Comprehensive Plan Future Land Use Map (FLUM) from Rural Residential (RR) to Low Density Residential (LDR). If the FLUM amendment is approved, the applicant has submitted a companion request to rezone the property from Rural Residential (RR) to Residential-1 (R-1), or a more restrictive zoning district. In addition to the proposed Future Land Use Map Amendment and Rezoning, a proposed amendment to the Okaloosa County Land Development Code is also being requested. The proposed Land Development Code Amendment will establish Section 3.11.00, 125-Acre Willow Creek Plantation at Crestview Overlay District. Said overlay will limit the overall density of the property to 250 residential units, establish a height limitation, require dark sky lighting principles and provide coordination with Eglin Air Force Base. This is the Transmittal hearing for state agency review.

Randy Woodruff presented Agenda Item 1 to the board.

Chairman Stewart called Ray Greer to speak.

Mr. Greer gave a brief description of proposed changes.

Commissioner asked Mr. Greer where the storm water runoff would go.

Mr. Greer replied that the county's stormwater management plan says that runoff must be contained on the property.

Commissioner Collins asked how this would affect Bob Sikes area of influence.

Mr. Greer replied that the property is located outside of the impact zone and the overlay district covers any additional affect to the airport.

Discussion ensued.

Commissioner Enzor asked which property they are planning to run sewer lines through.

Mr. Greer replied exactly which county owned property they have plans for.

Chairman Stewart called for Randy Hersch to speak.

Mr. Hersch addressed the board with his concerns: too many developments on Airport Rd, road impacts, traffic impact, school capacities, and pedestrians on Airport Rd.

Chairman Stewart called for Linda Samper to speak.

Ms. Samper addressed the board with her concerns: traffic impact, construction traffic in the neighborhood, wear and tear on the roads, and children playing in the road.

Chairman Stewart called for Roberto Samper to speak.

Mr. Samper addressed the board with his concerns: traffic impact, construction traffic in the neighborhood, children playing in the road, enforcement of speed within neighborhood, and lot sizes.

Chairman Stewart called for David Danyo to speak.

Mr. Danyo addressed the board with his concerns: traffic impact and road issues.

Commissioner Beery stated that he appreciates the public for coming and speaking their concerns.

Discussion ensued.

Chairman Stewart called for Ray Greer to speak.

Mr. Greer addressed the concerns raised. Mr. Greer explained that the county is currently working on planning further road development and the development order process has traffic analysis as part of the process. Mr. Greer stated that today is here for a request to rezone, Future Land Use Map Amendment, and establishing an overlay district.

Chairman Stewart asked if the lots would be adjacent to Fairchild Rd.

Mr. Greer stated they would build a road to connect the development to Fairchild Rd.

Discussion ensued.

Commissioner Collins clarified that this request was only about smaller lot sizes, not about allowing more lots.

Discussion ensued,

Chairman Stewart called for a motion.

Motion to recommend approval of Agenda Item 1 as written to request a change to the Comprehensive Plan Future Land Use Map (FLUM) designation for the subject property from Rural Residential (RR), to Low Density Residential (LDR) or a more restrictive FLUM designation, made John Collins and second by Phyllis Enzor. -- 4 ayes. Motion Passes.

Motion to recommend approval of Agenda Item 1 as written to request to rezone the property suburban Rural Residential (RR) to Residential-1 (R-1), or a more restrictive zoning district, made by John Collins, and second by Phyllis Enzor. --- 4 ayes. Motion Passes.

Motion to recommend approval of Agenda Item 1 as written to amend the Okaloosa County Land Development Code by creating Section 3.11.00, 125-Acre Willow Creek Plantation at Crestview Overlay District, made by John Collins, and second by Phyllis Enzor. ---- 4 ayes. Motion Passes.

AGENDA ITEM 2: 536316-BCC-2023 & 536318-BCC-2023 Consideration of a request changing the use of land submitted by Seaside Engineering on behalf of Lucy C. McClendon, owner, relating to a portion of parcel 31-4N-24-0000-0003-0070, property located at 1275 Georgia Avenue, Baker, Florida. The request is to change the Comprehensive Plan Future Land Use Map (FLUM) designation for the subject property from **Low Density Residential (LDR)** to **Commercial (C)**, or a more restrictive FLUM designation. If the FLUM amendment is approved, request to rezone the property from **Residential-1 (R-1)** zoning district to **General Commercial (C-3)**, or a more restrictive zoning district. The subject property contains 0.96 acres, more or less.

Randy Woodruff presented Agenda Item 2 to the board.

Chairman Stewart called Brad Mainor to speak.

Mr. Mainor gave a brief description of proposed changes.

Chairman Stewart called for a motion.

Motion to recommend approval of Agenda Item 1 as written to request a change to the Comprehensive Plan Future Land Use Map (FLUM) designation for the subject property from Rural Residential (RR), to Low Density Residential (LDR) or a more restrictive FLUM designation, made Jack Beery, and second by John Collins. -- 4 ayes. Motion Passes.

Motion to recommend approval of Agenda Item 1 as written to request to rezone the property suburban Rural Residential (RR) to Residential-1 (R-1), or a more restrictive zoning district, made by Jack Beery, and second by Phyllis Enzor. ---- 4 ayes. Motion Passes.

L. OTHER BUSINESS

The **NOVEMBER 8, 2023**, Planning Commission Meeting will be held at the Commissioner's Chambers, Okaloosa County Administrative Complex 1250 Eglin Parkway N, Shalimar, FL 32579.

M. ADJOURNMENT

Chairman Stewart adjourned the meeting at approximately 5:51 p.m.



Prepared by: _____
Martina Barrow, Recording Secretary

Date 09/15/2023

AGENDA ITEM 1

PLANNING COMMISSION

AGENDA REQUEST

TO: HONORABLE CHAIRMAN & MEMBERS OF THE PLANNING COMMISSION

THROUGH: Elliot Kampert, AICP, Director

FROM: Randy Woodruff, AICP, Deputy Director

SUBJECT: Third Amendment to the Development Agreement by and between the Board of County Commissioners and Patriots Ridge LLP

DATE: December 14, 2023

BCC DISTRICT: (1) Commissioner Mixon

PLANNING COMMISSION DISTRICT: (1) Commissioner Enzor

PUBLIC HEARING: Consideration of the Third Amendment to the Development Agreement by and between the Board of County Commissioners and Patriots Ridge LLP, for the purpose of establishing development rights for certain real property located within the unincorporated area of Okaloosa County; providing assurances in accordance with existing laws and policies subject to the conditions of the agreement; and, insuring that the agreement is in compliance with applicable provisions of Section 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

BACKGROUND: The Okaloosa County Board of County Commission approved the original Patriot Ridge Development Agreement at their regular meetings held on October 10, 2019 and November 5, 2019. This development agreement encompassed a total of approximately 416.60 acres and vested the property for a density of no more than 570 single-family residential lots (see **Exhibit 1**). After duly noticed public hearings conducted on August 30, 2020 and September 1, 2020, the Okaloosa County Board of County Commission adopted the First Amendment to the Development Agreement that increased the number of allowable units from 570 to 676, added additional phases (16th Phase) to the development schedule, and required additional transportation improvements (see **Exhibit 2**). After duly noticed public hearings conducted on February 9, 2023 and March 14, 2023, the Okaloosa County Board of County Commission adopted the Second Amendment to the Development Agreement that decreased the number of allowable units from 676 to 657, recognized transportation improvements performed by the developer to-date, clarified the area of the parkland to be donated as 186.13± acres, and specified remaining transportation improvements (see **Exhibit 3**).

The applicant has filed applications with the County for a Third Amendment to the Development Agreement between the Board of County Commissioners and Patriot Ridge, LLP for the purpose of amending the Development Agreement and Park Donation Agreement to reflect the value of the 186.13± acre parcel as provided in the appraisal. While the Development Agreement and Park Donation Agreement estimate the value of the 186.13± acre parcel as \$2,050,000, an April 2023 appraisal performed by a real estate appraiser licensed in the state of Florida determined the value of the property to be \$4,500,000. The County finds it is in the best interest of the public to amend both the 2nd Amended Development Agreement and the Park Donation Agreement with donor to recognize the value of the parcel as determined by the recent appraisal. The Amended Park Donation Agreement will be presented to the Okaloosa County Board of County Commissioners as a separate agenda item.

The proposed Development Agreement by and between the Board of County Commissioners and Patriots Ridge LLP is hereby reviewed in accordance with applicable provisions of Section 163.3227, Florida Statutes as defined below:

- (a) A legal description of the land subject to the agreement, and the names of its legal and equitable owners; **Provided**
- (b) The duration of the agreement; **Provided**
- (c) The development uses permitted on the land, including population densities, and building intensities and height; **Provided**
- (d) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development; **Provided**
- (e) A description of any reservation or dedication of land for public purposes; **Provided**
- (f) A description of all local development permits approved or needed to be approved for the development of the land; **Provided**
- (g) A finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations; **Provided**
- (h) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; **Provided** and
- (i) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction. **Provided**

- (j) A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time. **Provided**

PUBLIC COMMENT/OPPOSITION: Staff has not received any formal complaints/opposition to the proposed Second Amendment to the Development Agreement.

STAFF POSITION: Staff supports the requested Third Amendment to the Development Agreement by and between the Board of County Commissioners and Patriots Ridge LLP.

PUBLIC NOTICE: The proposed agenda item was properly advertised in the Northwest Florida Daily News on November 29, 2023; and public notice, via certified, return-receipt letters, were provided to all property owners within 300-foot radius per Section 1.11.02, of the Okaloosa County Land Development Code (see **Attachment G**).

RECOMMENDATION: It is recommended that the Commission consider the facts presented herein, as well as any facts that may be presented at the public hearing, and then make a favorable recommendation to the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS: Public hearing by the Board of County Commissioners is scheduled for January 3, 2024.

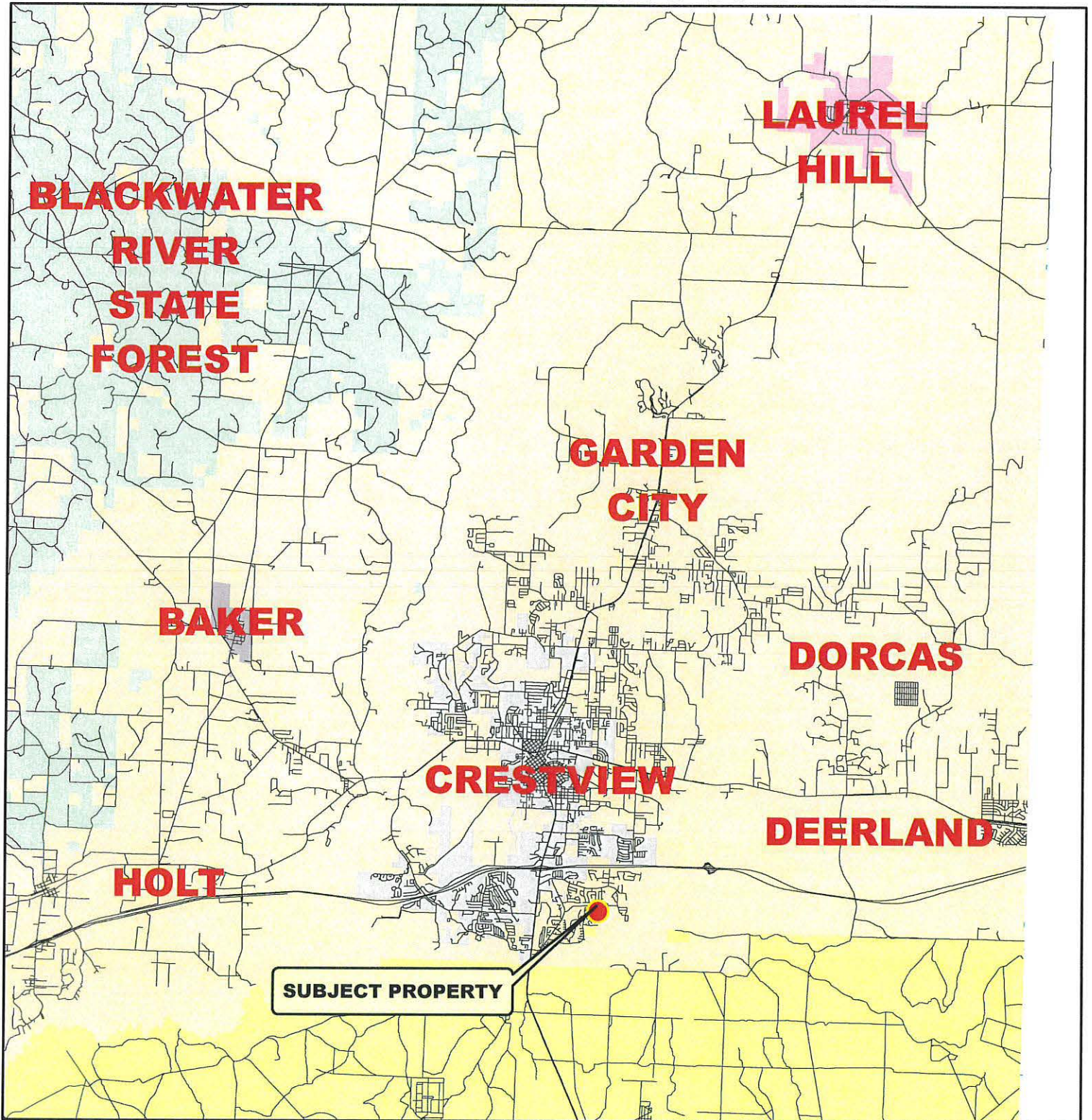
ATTACHMENTS:

- A – Location Map
- B – Aerial Photo
- C – Existing Land Use Map
- D – FLUM/Zoning Map
- E – GIS Analysis
- F – Florida Statute 163.3227
- G – Legal Advertisement

EXHIBITS:

1. Original Patriot Ridge Development Agreement
2. First Amendment to the Development Agreement
3. Second Amendment to the Development Agreement
4. Park Donation Agreement
5. Third Amendment to the Development Agreement
6. First Amendment to the Park Donation Agreement

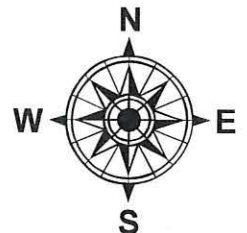
PATRIOT RIDGE PH 1- 16



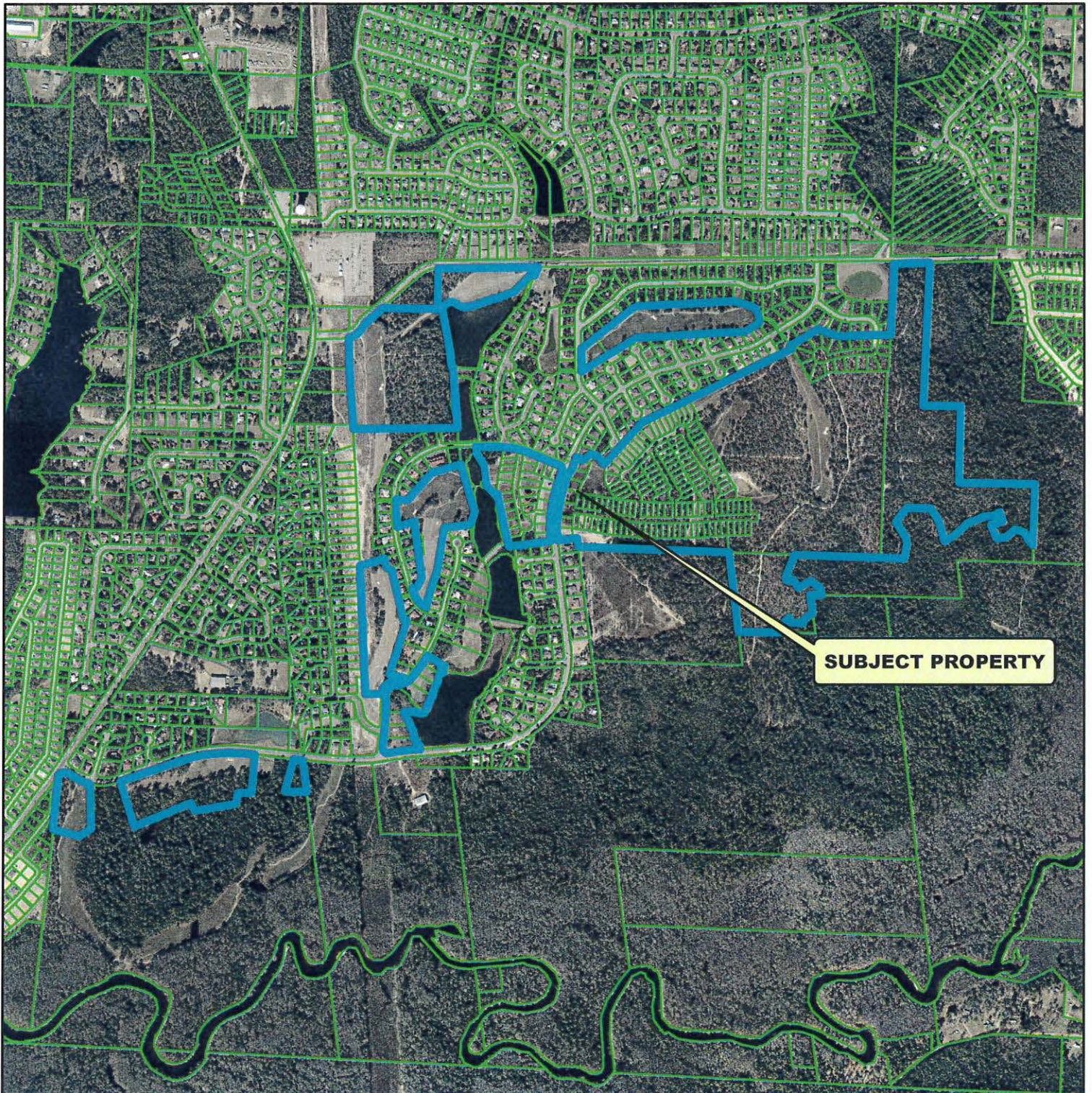
Legend

— Roads

Location Map



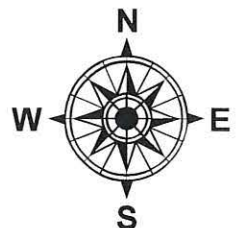
PATRIOT RIDGE PH 1- 16



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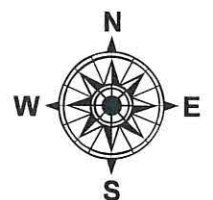
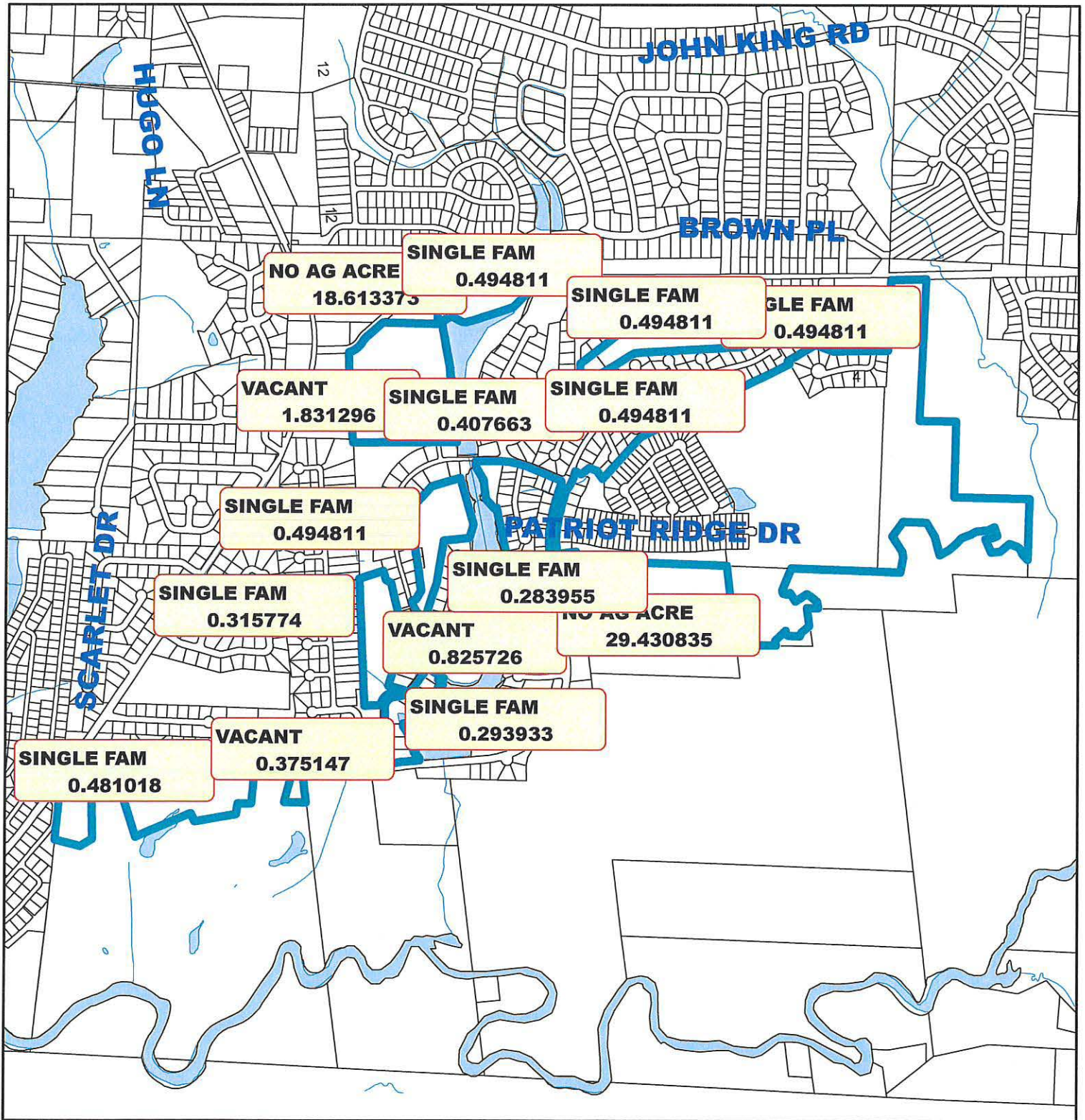
 Parcel Lines

Aerial Photo



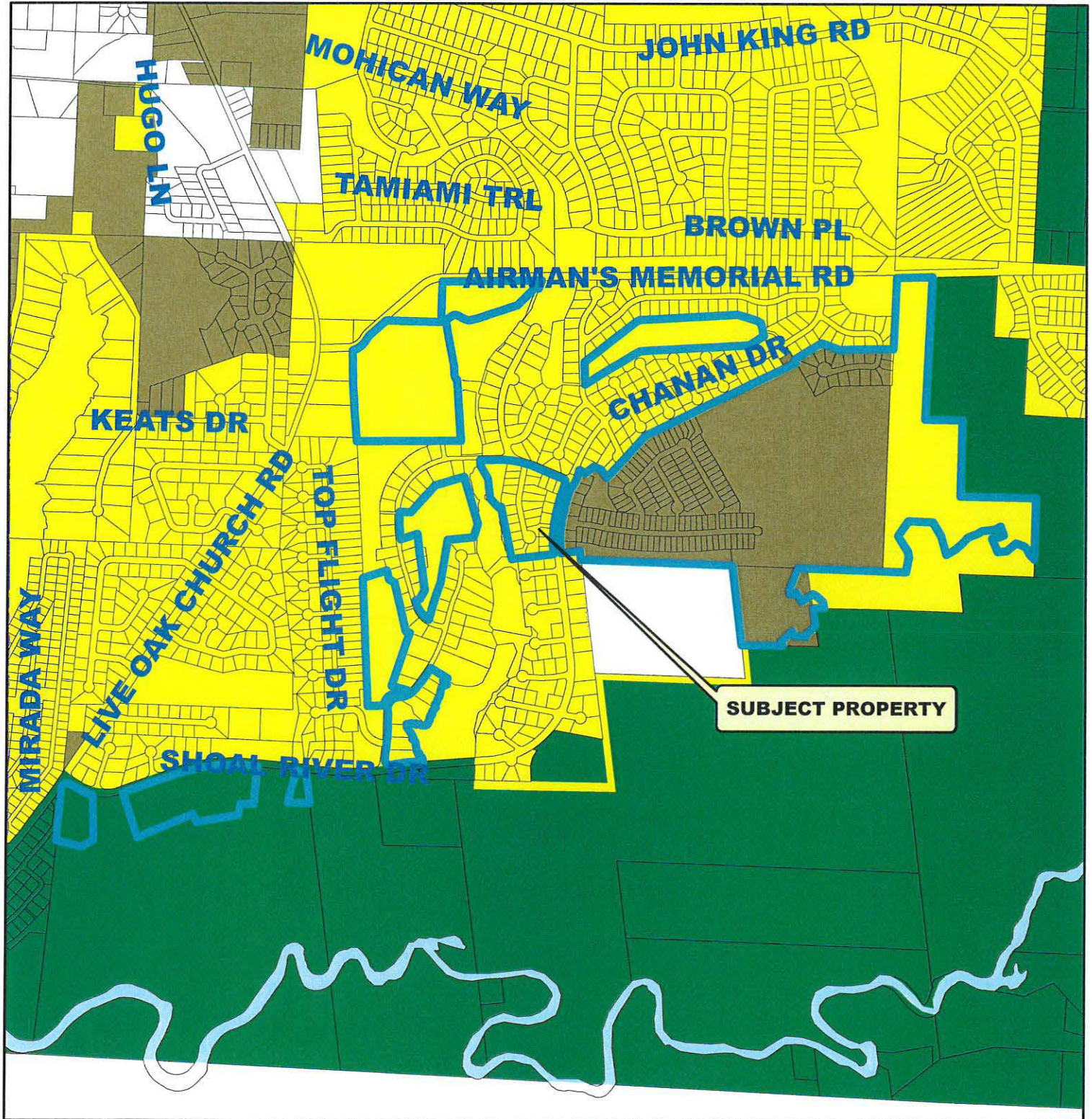
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PATRIOT RIDGE PH 1- 16



Existing Land Use Map

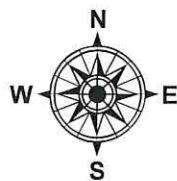
ATTACHMENT - D
PATRIOT RIDGE PH 1- 16



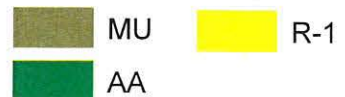
FLUM Legend



LDR



ZONE Legend



R-1

FLUM & Zoning Map

GIS ANALYSIS RESULTS

Date: 1/09/2023

Project: PATRIOT RIDGE PH 1- 16

Property Address: LOCATED WEST OF LIVE OAK CHURCH RD SOUTH OF AIRMANS MEMORIAL RD, CRESTVIEW, FL

Zoning: MU, R-1 & AA

FLU: MU, LDR, & AG

Fire District: NORTH OKALOOSA **Commissioner District:** 1 **Census Tract:** 020700

Soil Type: 4 – Chipley Foxworth – nearly level and gently sloping, somewhat poorly drained and moderately well drained soils that are sandy throughout

6 – Dorovan – nearly level, very poorly drained soils that are organic – usually in freshwater swamps or drainage ways.

8 – Kinston-Johnston-Bibb – soils on floodplains and along creeks etc., poorly drained, nearly level.

12 – Lakeland sand – 0 to 5% slope, excessively drained, permeability is rapid, the available water capacity is very slow, and runoff is slow.

13 – Lakeland sand – 5 to 12% slope, excessively drained soils usually leads to drainage ways and around depressions, permeability is rapid, the available water capacity is very slow, runoff is slow.

20 – Udorthents – nearly level feet. The soil material is used primarily for use in the construction and repair of roads and as fill material for foundations.

23 – Troup Sand – 0 to 5% slopes, well drained

24 – Troup Sand, 5 to 8% slope, well drained uplands soil

36 – Bonifay Sand, 0 to 5% slope, gently sloping, well drained

37 – Bonifay Sand – 5 to 8% slope, well drained, permeability is rapid in the surface and subsurface layer, landfills or septic tanks should have limitations

Wind Zone: LESS THAN 140 MPH

Flood Zone: X 500 Year Flood Plain

Map Number: 12091CO 255J & 260J

Storm Surge Area: NO

Urban Development Area: YES

Water Efficient Area: YES

Wells: None

Environmental Data: None

Historical Data: None

Wetlands: Uplands & Wetlands

Water and Sewer: OCWS

Within 3 mile of an Airport: NO

The Florida Senate

2022 Florida Statutes

<u>Title XI</u> COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	<u>Chapter 163</u> INTERGOVERNMENTAL PROGRAMS <u>Entire Chapter</u>	<u>SECTION 3227</u> Requirements of a development agreement.
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163.3227 Requirements of a development agreement.—

- (1) A development agreement shall include the following:
 - (a) A legal description of the land subject to the agreement, and the names of its legal and equitable owners;
 - (b) The duration of the agreement;
 - (c) The development uses permitted on the land, including population densities, and building intensities and height;
 - (d) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development;
 - (e) A description of any reservation or dedication of land for public purposes;
 - (f) A description of all local development permits approved or needed to be approved for the development of the land;
 - (g) A finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;
 - (h) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and
 - (i) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.
- (2) A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.

History.—s. 23, ch. 86-191; s. 31, ch. 91-45.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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JD Peacock II,
Clerk of Circuit
Court

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this 5th day of November, 2019, by and between the Okaloosa County Board of County Commissioners (the "County") and Patriot Ridge, LLP, a Florida limited liability partnership ("Developer") for the purpose of establishing development right of the Developer for certain real property located within the unincorporated area of Okaloosa County, Florida, as more particularly described herein; providing assurances to the Developer that it may proceed with the Project in accordance with existing laws and policies subject to the conditions of this Agreement; and insuring that this Agreement is in compliance with applicable provisions of Sections 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

ARTICLE I. RECITALS

WHEREAS, the intent of the Florida Local Government Development Agreement Act (the "Act") is explicitly provided in Section 163.3220(2), Florida Statutes, which states as follows:

(2) *The Legislature finds and declares that: (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital investment planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; (b) Assurance to a developer that upon receipt of his development order(s) he may proceed with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.*

(3) *In conformity with, in furtherance of and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.*

(4) *This intent is affected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.*

(5) *Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing.*

WHEREAS, the Okaloosa County Land Development Code has been adopted by Ordinance No. 91-1, as amended, and does contain Section 1.11.05 "Development Agreement" which specifically authorizes the County to enter into development agreements with developers; and

WHEREAS, the Developer wishes to develop a 570 lot single family residential development project which will be comprised solely of residential and accessory uses; and

WHEREAS, the Developer has control of 416.60 +/- acre parcel of property (the "Property") located as more particularly described in Exhibit A, which possesses the required characteristics to accommodate the proposed general plan for development of the Property, which has been submitted by the Developer under the name of Patriot Ridge Master Plan (the "Project"); and

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Clerk of Circuit
Court.

WHEREAS, the Property is currently zoned by the County for residential and mixed use and the Developer has submitted a development order application with the County, which seeks to develop to an extent which is less than the maximum development density allowed for the zoning district; and

WHEREAS, the Project will be developed in up to fifteen (15) phases over a period of five (5) years and therefore the Developer is desirous of agreeing upon and memorializing its development rights with regard to the Property in contractual terms; and

WHEREAS, it is in the best interests of the County and its citizens that the development of the Property be completed in a planned and orderly fashion giving consideration to the subjects addressed by this Agreement; and

WHEREAS, the Developer and the County have agreed upon terms and conditions relating to the development of the Property, development rights, and benefits to the County and its citizens which are acceptable to the Developer and acceptable to the County, and the Developer and the County have deemed it appropriate that the terms and conditions of their agreements be reduced to written form; and

WHEREAS, the benefits to the County as a result of entering into this Agreement are unique to the particular circumstances of this Agreement; and

WHEREAS, the Act provides a means for the Developer and the County to document the assurances sought by each and commitment to the terms and obligations of this Agreement; and

WHEREAS, pursuant to the requirements of Section 169.3225, Florida Statutes, the County has held two public hearings with respect to this Agreement, those being held on October 10, 2019 and November 5, 2019 respectively, with due public notice provided for each as required by law.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the Developer and the County enter into this Development Agreement and do hereby agree as follows:

ARTICLE II. DEFINITIONS

The following definitions shall apply to the terms and conditions of this Agreement. If a word, term or phrase is not defined in this Article, its meaning shall be as defined in the Okaloosa County Land Development Code.

2.1 "Comprehensive Plan" means the adopted Okaloosa County Comprehensive Plan, Ordinance No. 90-1, as subsequently amended.

2.2 "County" means Okaloosa County, a political subdivision of the State of Florida.

2.3 "Developer" means Patriot Ridge, LLP, a Florida limited liability partnership, and its lawful successors in title and interest.

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Clerk of Circuit
Court

2.4 "Land Development Code" means the Okaloosa County Land Development Code, Ordinance No. 91-1, as subsequently amended.

2.5 "Maintenance" means servicing, support, and upkeep of all Infrastructures servicing the Project.

2.6 "Owners Association" means the non-profit corporation(s) established as a mandatory owners association for the governance of the use of the property subject to this Agreement.

2.7 "Project" means the proposed residential development, Patriot Ridge Master Plan, and all supporting uses and amenities authorized by this Agreement, as more particularly described herein.

2.8 "Property" means the real property more particularly described as Exhibit A upon which the Project will be developed.

2.9 "Right-of-Way" means the area which may be dedicated to the County or such other governmental entity allowing access for public works, utilities, and public access, or to the community association for members' use and access.

ARTICLE III. ESSENTIAL REQUIREMENTS

The essential requirements of law for this Agreement as prescribed by Section 163.3227, Florida Statutes, are addressed as follows:

3.1 Legal Description -- A legal description of the property to be developed subject to the terms and conditions of this Agreement is attached hereto as Exhibit A, and incorporated herein by reference.

3.2 Duration of Agreement -- The duration of this Agreement shall be for five (5) years commencing with the effective date of this Agreement. This Agreement may be extended by the mutual consent of the parties for an additional five (5) years.

3.3 Development Uses

A. The parties do hereby agree that the Developer intends to develop a residential development consisting of a maximum of 570 single family units and all associated roadways, stormwater treatment, landscaping, and other improvements as may be required by the Land Development Code; and could, but are not obligated to, build and develop accessory uses and structures including storage areas, parking lots and/or garages. Building density shall be no more than four (4) units per acre, and building height shall not exceed 45 feet.

B. The Project described in section 3.3(a) may be developed in up to fifteen (15) phases through the term of this Agreement. Prior to the development of each phase, the Developer shall submit to the County all notices and/or contributions provided for in this Agreement. Development authorized by this Agreement shall be in conformance with the terms of this Agreement. The proposed phasing is provided by the attached Exhibit C.

3.4 Public Facilities, Infrastructure Capacity, and Capacity Reservation -- The Developer, at its expense, will supply adequate public facilities, infrastructure, and services to serve the Project concurrent with the impact which creates the need for the following services:

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Clerk of Circuit
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A. Solid Waste Disposal – Collection service for the Project will be in accordance with the franchise agreement between Okaloosa County and the franchised hauler. The Public Works Division has indicated there is sufficient capacity to handle the solid waste from the proposed development.

B. Stormwater Management – The Developer shall design and construct or cause to be constructed at its expense, a stormwater management system or systems to serve all parcels within the project boundary or existing facilities shall be shown to accommodate all or a portion of the required stormwater management system. All stormwater management system improvements located with the Project will be: (1) designed and constructed to County and State standards and (2) all improvements located outside the boundaries of individual parcels which are not dedicated to the County will be maintained as common elements by the Owners Association. The County will not be responsible for any construction or maintenance costs associated with the stormwater drainage system within the Project unless it is dedicated as a public facility and formally accepted after the completion of the required bonding and warranty period. The project wide systems are intended to provide the primary treatment capacity for all development with the Project.

C. Transportation and Roads –

1. The Developer has submitted to the County a comprehensive Traffic Impact Analysis for the Project prepared by Southern Traffic Services, including land use and transportation capacity analysis data for the purpose of determining the impact the Project will have on all roadway segments included in the County's Transportation Concurrency System, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.
2. The proposed trips resulting from the development of the Project exceeds the capacity available along segments of SR 85 and PJ Adams Parkway. The parties agree that the Developer may address the capacity constraints in the impact area by applying the mitigation payment set forth in the Traffic Impact Analysis (the "Mitigation Payment") to certain transportation improvements, as set forth below.
3. In consideration of the Mitigation Payment, which provides value and capacity enhancement to the County roadway system, the County agrees to reserve a total trip capacity of 2 P.M. Peak Hour trips in relation to the segment of State Road 85 (from Stilwell Avenue to CR 188 – Airport Road), 80 P.M. Peak Hour trips in relation to the segment of State Road 85 (from Antioch Road to I-10) and 20 PM Peak Hour trips in relation to the segment of PJ Adams Parkway (from Antioch Road to Wild Horse Drive).
4. The total budgeted construction cost of phase one of the PJ Adams Parkway Widening project is \$5,300,000, which will create One Thousand Eighty-One (1,881) trips. Based on the Parkway Widening project, the parties agree the Developer's calculated Mitigation Payment amount is \$287,334. The parties agree the estimated construction cost for operational improvements, described in section 8 below, exceed the calculated Mitigation Payment and no Mitigation Payment shall be made by the Developer to the County.
5. In addition to the impact the development will have on the roadway segments included in the County's Transportation Concurrency System, the development also will impact several other

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roadways segments in its service area that are not included in such system, which are currently operating at or above their capacity. The Traffic Impact Analysis identifies these roadway segments and recommends operational improvements required to retain, or improve, the level of service.

6. The Developer agrees to provide the operational improvements and cash payment set forth below. The estimated cost of the Developer's total out of pocket cost for surveying, soil testing, design, other soft costs and construction for such improvements is \$1,300,524.
7. The proposed operational improvement(s) shall be made in a public/private partnership with the County participating in the construction of the operational improvements as hereinafter set forth.
8. Notwithstanding any other provision of this Agreement or the Traffic Impact Analysis, the Developer and the County hereby agree to make the following improvements:
 - a) The Developer shall pay \$30,000.00 to the County on or before January 1, 2021 to be used by the County for planned improvements to John King Road; and
 - b) The Developer shall construct southbound dual left turn lanes on SR85 at the intersection with Live Oak Church Road with the outside lane used for Live Oak Church Road turning movements and the inside lane striped for a left u-turn combination, or as otherwise approved by the FDOT, and shall construct a westbound right turn lane on Live Oak Church Road from SR 85 to the current entrance to the CEFCO. Upon approval of this Agreement, Developer shall submit the plans for such improvements to the FDOT and the County within ninety (90) days, shall vigorously pursue obtaining approval of such plans and shall complete these improvements within twelve (12) months after obtaining such approval; and
 - c) The County shall add a project to the County Capital Improvement Plan to widen the bridge on Live Oak Church Road, located 0.8 miles east of SR 85; and
 - d) The Developer shall widen Live Oak Church Road to four (4) lanes from SR85 to Shoal River Drive transitioning to two (2) lanes at that intersection with a right turn on to Shoal River Drive. In addition, the Developer shall also construct westbound dual left turn lanes from Live Oak Church Road onto SR85, or as otherwise approved by the FDOT. Upon receipt of the plans from the County for the bridge widening on Live Oak Church Road, the Developer shall submit the plans for such improvements to the FDOT and the County within ninety (90) days, shall vigorously pursue obtaining approval of such plans and shall complete these improvements within twelve (12) months after obtaining such approval or within twelve (12) months after the County completes the bridge widening, whichever comes later.
9. The Developer shall construct or cause to be constructed a roadway system that will be privately maintained within the Project, which will be available to serve all primary and accessory uses. As such, the roadway system shall be owned and maintained as a private common element of the Project by the Owners Associations. The County will not be responsible for any construction or maintenance costs associated with the internal roadways of the Project. The roadways will be designed and constructed to County standards. As all roads will be low speed and low volume, all roads with the development shall be considered local roadways as defined in Section 6.03.03 C of the Okaloosa County Land Development Code.

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10. A roadway connecting Airman's Memorial Road and Skyline Circle shall not be gated nor shall the roadway be restricted to public use in any way. The Developer shall provide an easement over the roadway connecting Airman's Memorial Road and Skyline Circle for public access and shall construct this roadway with a stabilized base for construction traffic before any building permit is issued for any phase beyond phases 2, 3, and 4. The Developer shall not be responsible for monitoring construction traffic on any roadway. The roadway shall be paved and upgraded to County standards when the property adjacent to the roadway is platted.

D. Parks and Recreational Facilities – The Developer shall satisfy concurrency requirements for parks and recreation as provided in Section 6.07 of the Land Development Code as follows;

- 1) The Land Requirements described in Section 6.07.03 result in five (5) acres of land required to be dedicated since the total acreage of the proposed development is less than five hundred (500). The acreage requirement will be met through the dedication of a +/- 1.39 acre site in Phase 3 of the development for construction of a Private Neighborhood Park which shall be owned and maintained by the Homeowners Association and, through the dedication of a minimum of +/- 187.43 acres for a Public Neighborhood Park, as shown on the attached Exhibit D and as described by the legal description attached as Exhibit D, to provide access to the Shoal River. The Public Neighborhood Park shall have a minimum 40' wide access, in an upland area, connecting the park to Shoal River Drive on the east side of the park and shall have a minimum 10' wide access, in an upland area, connecting the park to Shoal River Drive on the west side of the park as shown in Exhibit D. To aid with privacy and security to adjacent residential lots directly east of the access points, the County shall construct and maintain a 6 foot tall privacy fence, from wood or tan vinyl, along the east side of the 40' wide and 10' wide access points at such time as any improvements are constructed over such access. The privacy fence shall not block sight distance at the intersection of Live Oak Church Road and Shoal River Drive. The Public Neighborhood Park shall be owned and operated by the County. The Developer may modify the legal description of the property to be conveyed for the Public Neighborhood Park prior to its conveyance provided that its configuration and general location is substantially the same as shown at Exhibit D. The Private Neighborhood Park shall be dedicated to the Homeowners Association prior to or in connection with the plat for Phase Five as shown by Exhibit C. The Public Neighborhood Park shall be dedicated to the County, by warranty deed including any underlying mineral rights that developer owns, prior to the recording of any plat for the proposed development. Based on the amount that Developer paid for the land included within the Project, the acreage being dedicated to the County for the Public Neighborhood Park would be approximately \$2.05 million.
- 2) The Developer plans to improve the Private Neighborhood Park with open fields, a playground, bathroom facilities and other active uses including, at Developer's option, the construction of a swimming pool and related facilities. The improvements to the Private Neighborhood Park shall meet the requirements of Section 6.07.06 of the Land Development Code for the construction of facilities. The improvements to the Private Neighborhood Park shall be required to be completed prior to the plat being recorded for that phase of development as provided for by Exhibit C.

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E. Potable Water – Potable water will be provided by Okaloosa County Water & Sewer ("OCWS"), which has verified it has overall system capacity to serve the proposed development.

F. Sanitary Sewer –

1. The Developer will connect Phases 1-9, 11, and 13-14 to the public sewer system, provided by OCWS. OCWS currently has wastewater treatment and disposal capacity available for these phases at the Jerry D. Mitchem Water Reclamation Facility at the Bob Sikes Industrial Park. Capacity is reserved via payments of Capacity Expansion Charges, at rates established by the current Water & Sewer Ordinance at the time of payment.
2. During future engineering design, for reasons pertaining to pump station or line capacity, OCWS reserves the right to allow phases or parcels to have on-site treatment systems (as approved by the Florida Department of Health), provided the lot size meets the minimum requirements and a gravity sewer main or low pressure sewer main is not available in a public right-of-way or easement adjacent to the phase or parcel.
3. For any lots with a proposed low pressure sewer system and/or individual grinder stations, the Developer will setup a central management entity (such as a Homeowners Association). OCWS will not own, operate, or maintain private grinder stations or plumbing.
4. The proposed development, other proposed developments not part of this Development Agreement, and existing sewer demand requires off-site improvements to the Brown Place Lift Station and construction of a new master lift station to be called the Shoal River Landing Lift Station, with associated force main improvements. Developer hereby agrees to contribute \$57,895 to the cost of the upgrade to the Brown Place Lift Station within ten (10) days of receipt of notification of Developer from OCWS that appropriate Purchase Orders have been issued. Developer hereby agrees to contribute \$187,142 to the cost of the Shoal River Landing Lift Station with associated force main improvements within ten (10) days of receipt of notification based on the following schedule;
 - a. Twenty percent (20%), or \$37,428.40, upon approval of cost sharing agreements and allocation of the County funds for the construction by the Board of County Commissioners;
 - b. Forty percent (40%), or \$74,856.80, upon receipt of all permits for the construction and commencement of procurement of materials and equipment; and
 - c. Forty percent (40%), or \$74,856.80, upon the start of construction of the lift station and associated force main improvements.
5. As public central sewer service is not currently available to serve Phases 10, 12, and 15, sewage treatment will be provided through the installation of on-site treatment systems as approved by the Florida Department of Health.

3.5 Concurrency – Through section 3.4.C, above, the concurrency requirements for traffic and roads have been satisfied by the Developer. The terms of this agreement shall not be construed to imply approval for water, wastewater, stormwater, parks, or solid waste concurrency nor shall it relieve the developer from complying with all applicable rules and/or regulations pertaining to this development. This agreement is applicable to only the specific items expressed herein and the Developer shall

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comply with all other requirements of the Okaloosa County Land Development Code in their effort to obtain development approval.

3.6 Consistency – The development authorized by this Agreement is consistent with the goals, objectives, and policies of the Comprehensive Plan and applicable development regulations in effect at the time of the execution of this Agreement.

3.7 Required Permits – The Developer shall obtain, or cause to be obtained, all requisite County permits and authorizations to allow construction of the development contemplated herein including, but not limited to, an Okaloosa County Development Order, Okaloosa County Stormwater Permit, and an Okaloosa County Underground Utility Permit. Failure of this Agreement to address a particular permit, condition, term or restriction, including permits or authorizations issued by agencies other than Okaloosa County, shall not relieve the Developer from the necessity of complying with the laws governing such permit requirement, condition, term or restriction.

3.8 Additional Conditions – The Developer, its successors and assigns, agree to provide all necessary facilities and services required for development of the Property in accordance with the terms of this Agreement. The parties hereto do agree that the Developer may act in reliance upon this Agreement. Nothing herein, however, is intended to preclude the County from exercising its proper regulatory powers to protect the health, welfare, and safety of the public.

ARTICLE IV. AGREEMENT AND COVENANT

4.1 By execution hereof, the County acknowledges and agrees that this particular Agreement will encourage proper use of the Property, promote economic use of land resources of the County, provide for public facilities and use, and encourage private participation in the comprehensive planning process. The County acknowledges and agrees that it is exercising its sound discretion in this instance by entering into this Agreement to achieve mutual benefits that are particular and unique to the circumstances underlying this Agreement.

4.2 This Agreement is assignable by the Developer and shall be binding upon, and inure to the benefit of, all heirs, successors and assigns of the parties hereto.

4.3 To the extent that the Developer fails to perform any of the actions or requirements contained in this Agreement, the County shall provide written notice to the Developer of his failure to comply with the terms of this Agreement. Within thirty (30) days of the receipt of such notice, and in the event that the Developer fails to cure such failure within thirty (30) days after receipt of such notice, the County shall suspend and hold in abeyance all applications for or issuance of any development orders or building permits for the Project until the failure is cured and no further phases of the Project shall be reviewed, permitted, or otherwise approved. At such time as the Developer cures the performance failure then the review and processing of applications for a development order may resume.

4.4 Any notices required to be given or elected to be given by either of the parties pursuant to the terms of this agreement shall be deemed effective provided when placed in the United States Mail, certified return receipt requested, or placed in the hands of an overnight delivery service.

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As to the Developer:

Gregory E. Matovina
Patriot Ridge, LLP
12443 San Jose Boulevard, Suite 504
Jacksonville, FL 32223

As to the County:

Elliot Kampert
Growth Management Director
Okaloosa County, Florida
1250 N Eglin Parkway
Shalimar, FL 32579

And a copy to:

County Attorney:

Gregory T. Stewart
County Attorney
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

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IN WITNESS WHEREOF, the parties have set their hands and seals this 5th day of November, 2019.

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

By

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

ATTEST:

Clerk of Circuit Court

The foregoing instrument was acknowledged before me this 5th day of November, 2019, by _____, as Chairman of the OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of the Board, who is personally known to me.

APPROVED AS TO LEGAL SUFFICIENCY:

County Attorney

Signed, sealed and delivered in the presence of:

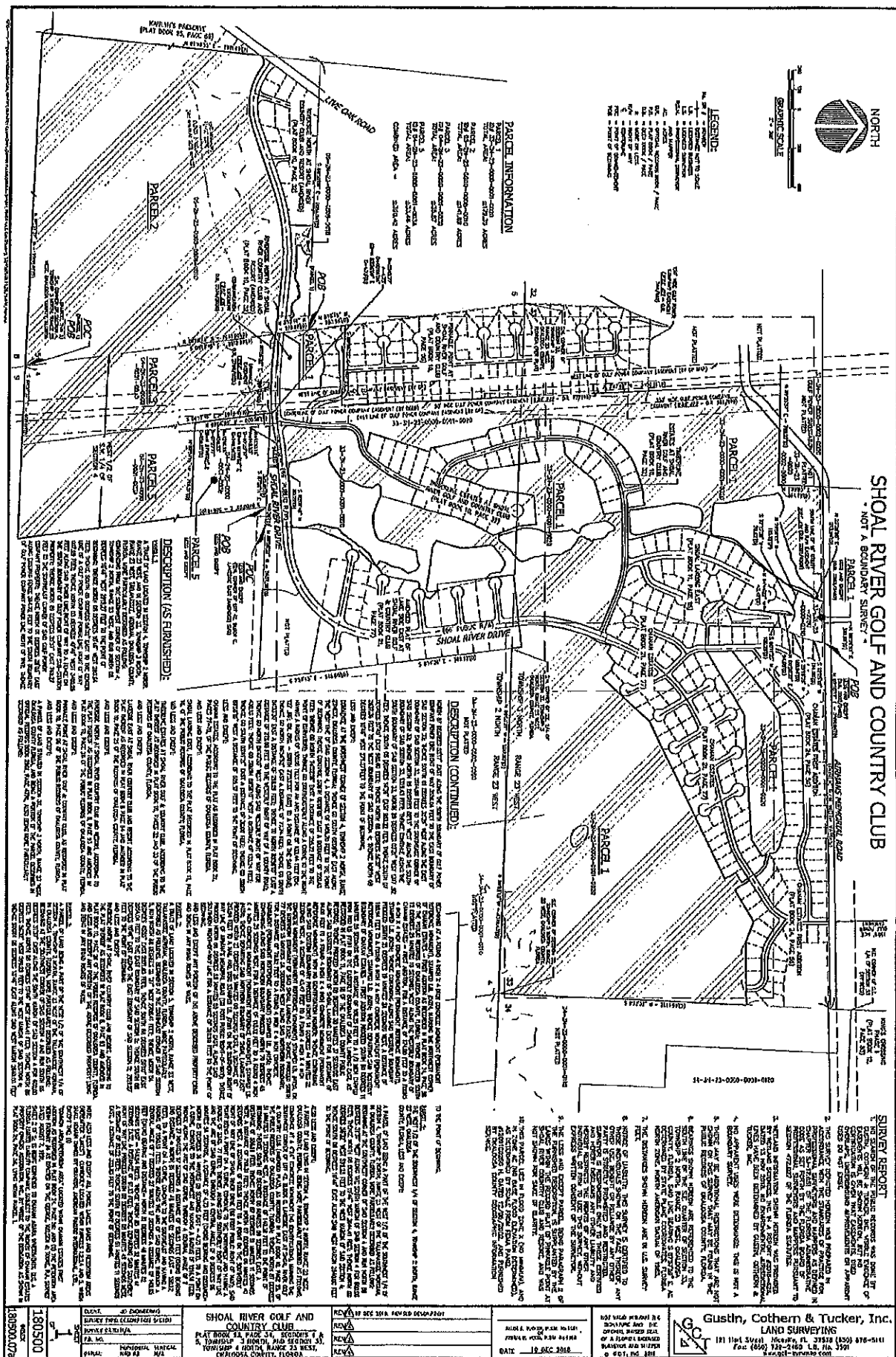
STATE OF FLORIDA COUNTY OF OKALOOSA Notary Public, State of Florida, My Commission Expires:

DEVELOPER

Patriot Ridge, LLP, a Florida limited liability partnership

By:
LLP

Gregory E. Matovina, Managing Partner of Patriot Ridge,



PARCEL 1

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, AND IN SECTION 33, TOWNSHIP 3 NORTH, RANGE 23 WEST, TALLAHASSEE, MERIDIAN, OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, AND RUN NORTH 08 DEGREES 10'46" WEST 2919.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 08 DEGREES 10'46" WEST 280.94 FEET; THENCE SOUTH 88 DEGREES 56'32" EAST TO THE CENTER LINE OF A GULF POWER COMPANY POWER LINE RIGHT OF WAY 607.99 FEET; THENCE NORTH 03 DEGREES 47'49" WEST 3400.26 FEET ALONG SAID POWER LINE RIGHT OF WAY TO A FENCE ON THE SOUTH BOUNDARY OF GULF POWER COMPANY SUB-STATION PROPERTY; THENCE NORTH 89 DEGREES 35'57" EAST 769.27 FEET TO THE SOUTHEAST CORNER OF SAID GULF POWER COMPANY PROPERTY; THENCE NORTH 01 DEGREES 39'03" EAST ALONG EXISTING FENCE 384.72 FEET TO THE SOUTH BOUNDARY OF GULF POWER COMPANY POWER LINE RIGHT OF WAY; THENCE NORTH 87 DEGREES 55'17" EAST ALONG THE SOUTH BOUNDARY OF GULF POWER COMPANY POWER LINE RIGHT OF WAY 3586.04 FEET TO THE EAST BOUNDARY OF SAID SECTION 33; THENCE SOUTH 01 DEGREES 32'39" WEST ALONG THE EAST BOUNDARY OF SAID SECTION 33, 2614.99 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE NORTH 89 DEGREES 02'13" WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 33, 1319.43 FEET; THENCE CONTINUE ALONG THE SOUTH BOUNDARY OF SAID SECTION 33, NORTH 89 DEGREES 03'21" WEST 1317.92 FEET; THENCE SOUTH 08 DEGREES 14'36" EAST 983.22 FEET; THENCE SOUTH 07 DEGREES 57'45" EAST 985.60 FEET; THENCE NORTH 88 DEGREES 56'32" WEST 2637.36 FEET TO THE WEST BOUNDARY OF SAID SECTION 4; THENCE NORTH 08 DEGREES 10'46" WEST 279.27 FEET TO THE POINT OF BEGINNING,

LESS AND EXCEPT:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE GO SOUTH 08°09'08" EAST ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 1406.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 08°09'08" EAST A DISTANCE OF 220.43 FEET; THENCE GO NORTH 74°32'36" EAST A DISTANCE OF 255.72 FEET TO THE POINT OF CURVATURE; THENCE GO SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET FOR AN ARC DISTANCE OF 133.44 FEET (CH. 127.66'; CH. BRG. - SOUTH 77°53'33" EAST) TO A POINT ON THE SAID CURVE; THENCE GO NORTH 86°56'52" EAST A DISTANCE OF 77.74 FEET; THENCE GO SOUTH 04°33'30" EAST A DISTANCE OF 218.29 FEET; THENCE TO NORTH 85°58'10" EAST A DISTANCE OF 275.00 FEET TO THE WESTERLY RIGHT OF WAY OF A COUNTY ROAD; THENCE GO NORTH 04°47'30" WEST ALONG SAID WESTERLY RIGHT OF WAY FOR 430.13 FEET; THENCE GO SOUTH 88°58'10" WEST A DISTANCE OF 133.24 FEET; THENCE GO SOUTH 03°41'21" EAST A DISTANCE OF 30.00 FEET; THENCE GO SOUTH 88°58'10" WEST A DISTANCE OF 605.37 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

CHANAN ESTATES, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 21, PAGES 77-79, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

SHOAL LANDING EAST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 11, PAGE 18, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

TIMBERLINE ESTATES AT SHOAL RIVER GOLF & COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 32 AND 33 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

LAKE SIDE EAST AT SHOAL RIVER COUNTRY CLUB AND RESORT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8 PAGE 94 AND AMENDED IN PLAT BOOK 10, PAGE 25 OF THE RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

RIVERSIDE NORTH AT SHOAL RIVER COUNTRY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 93 AND AMENDED IN PLAT BOOK 10, PAGE 26 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

PINNACLE POINT AT SHOAL RIVER GOLF & COUNTRY CLUB, AS RECORDED IN PLAT BOOK 10, PAGE 96 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

A PARCEL OF LAND SITUATED IN SECTION 33, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY FLORIDA, AND BEING A PORTION OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2961, PAGE 4776, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED L.B. #5024, MARKING THE NORTHWEST CORNER OF CHANAN ESTATES - FIRST ADDITION AS RECORDED IN PLAT BOOK 24, PAGE 58 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 12 DEGREES 25 MINUTES 10 SECONDS WEST ALONG THE WESTERLY BOUNDARY OF CHANAN ESTATES - FIRST ADDITION, FOR A DISTANCE OF 174.00 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED L.B. #5024; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY PROCEED SOUTH 25 DEGREES 19 MINUTES 28 SECONDS WEST, A DISTANCE OF 188.94 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED L.B. #5024; THENCE DEPARTING SAID WESTERLY BOUNDARY OF CHANAN ESTATES - FIRST ADDITION PROCEED SOUTH 80 DEGREES 11 MINUTES 55 SECONDS WEST, A DISTANCE OF 106.25 FEET TO A 1/2 INCH CAPPED IRON ROD LB #7191 ON THE EASTERLY BOUNDARY OF SHOAL LANDING EAST, AS RECORDED IN PLAT BOOK 11, PAGE 18 OF THE OKALOOSA COUNTY PUBLIC RECORDS; THENCE PROCEED NORTH 09 DEGREES 30 MINUTES 37 SECONDS EAST ALONG SAID EASTERLY BOUNDARY OF SHOAL LANDING EAST FOR A DISTANCE OF 94.00 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT) WITH NO IDENTIFICATION NUMBER; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY PROCEED NORTH 14 DEGREES 44 MINUTES 22 SECONDS WEST, A DISTANCE OF 43.47 FEET TO A FOUND 4 INCH X 4 INCH

CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT) STAMPED LB. #4150, ON THE NORTHERN BOUNDARY OF SAID SHOAL LANDING EAST; THENCE PROCEED SOUTH 77 DEGREES 15 MINUTES 58 SECONDS WEST ALONG SAID NORTHERN BOUNDARY, FOR A DISTANCE OF 70.62 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT) STAMPED LB. #4150; THENCE CONTINUING ALONG SAID NORTHERN BOUNDARY PROCEED NORTH 70 DEGREES 45 MINUTES 35 SECONDS WEST, FOR A DISTANCE OF 115.12 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED LB. #4150; THENCE DEPARTING SAID NORTHERN BOUNDARY OF SHOAL LANDING EAST PROCEED NORTH 23 DEGREES 28 MINUTES 00 SECONDS EAST, A DISTANCE OF 213.94 FEET TO A NAIL AND DISC STAMPED LB. #7191 ON THE SOUTHERN RIGHT OF WAY LINE OF AIRMAN'S MEMORIAL ROAD (50 FOOT PUBLIC RIGHT-OF-WAY); THENCE PROCEED NORTH 88 DEGREES 59 MINUTES 55 SECONDS EAST, ALONG SAID SOUTHERN RIGHT-OF-WAY LINE FOR A DISTANCE OF 310.90 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING AND BEING IN ANY ROAD RIGHTS OF WAYS.

PARCEL 2:

A TRACT OF LAND LOCATED IN SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, TALLAHASSEE MERIDIAN, OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5, RUN NORTH 88 DEGREES 31 '37" WEST 2708.41 FEET; THENCE NORTH 04 DEGREES 45'55" EAST 2871.69 FEET; THENCE SOUTH 88 DEGREES 50'00" EAST 2054.04 FEET TO THE EAST BOUNDARY OF SAID SECTION 5; THENCE SOUTH 08 DEGREES 10'46" EAST ALONG THE EAST BOUNDARY OF SAID SECTION 5; 2919.27 FEET TO THE POINT OF BEGINNING

AND LESS AND EXCEPT

RIVERSIDE NORTH AT SHOAL RIVER COUNTRY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 93 AND AMENDED IN PLAT BOOK 10, PAGE 26 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. AND LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING AND BEING IN ANY ROAD RIGHTS OF WAYS.

PARCEL 3:

A PARCEL OF LAND BEING A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST OF THE TALLAHASSEE MERIDIAN, IN OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 4 AND RUN SOUTH 88 DEGREES 31'37" EAST ALONG THE SOUTH MARGIN OF SAID SECTION 4 FOR 600.00 FEET; THENCE NORTH 08 DEGREES 10'46" WEST 2644.41 FEET; THENCE NORTH 88 DEGREES 56'32" WEST 599.28 FEET TO THE WEST MARGIN OF SAID SECTION 4; THENCE SOUTH 08 DEGREES 10'46" EAST ALONG SAID WEST MARGIN 2640.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST,
OKALOOSA

COUNTY, FLORIDA, LESS AND EXCEPT:

A PARCEL OF LAND BEING A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST OF THE TALLAHASSEE MERIDIAN, IN OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 4 AND RUN NORTH 88 DEGREES 31'37" WEST ALONG THE SOUTH MARGIN OF SAID SECTION 4 FOR 600.00 FEET; THENCE NORTH 08 DEGREES 10'46" WEST 2644.41 FEET; THENCE NORTH 88 DEGREES 56'32" WEST 599.28 FEET TO THE WEST MARGIN OF SAID SECTION 4; THENCE SOUTH 08 DEGREES 10'46" EAST ALONG SAID WEST MARGIN 2640.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

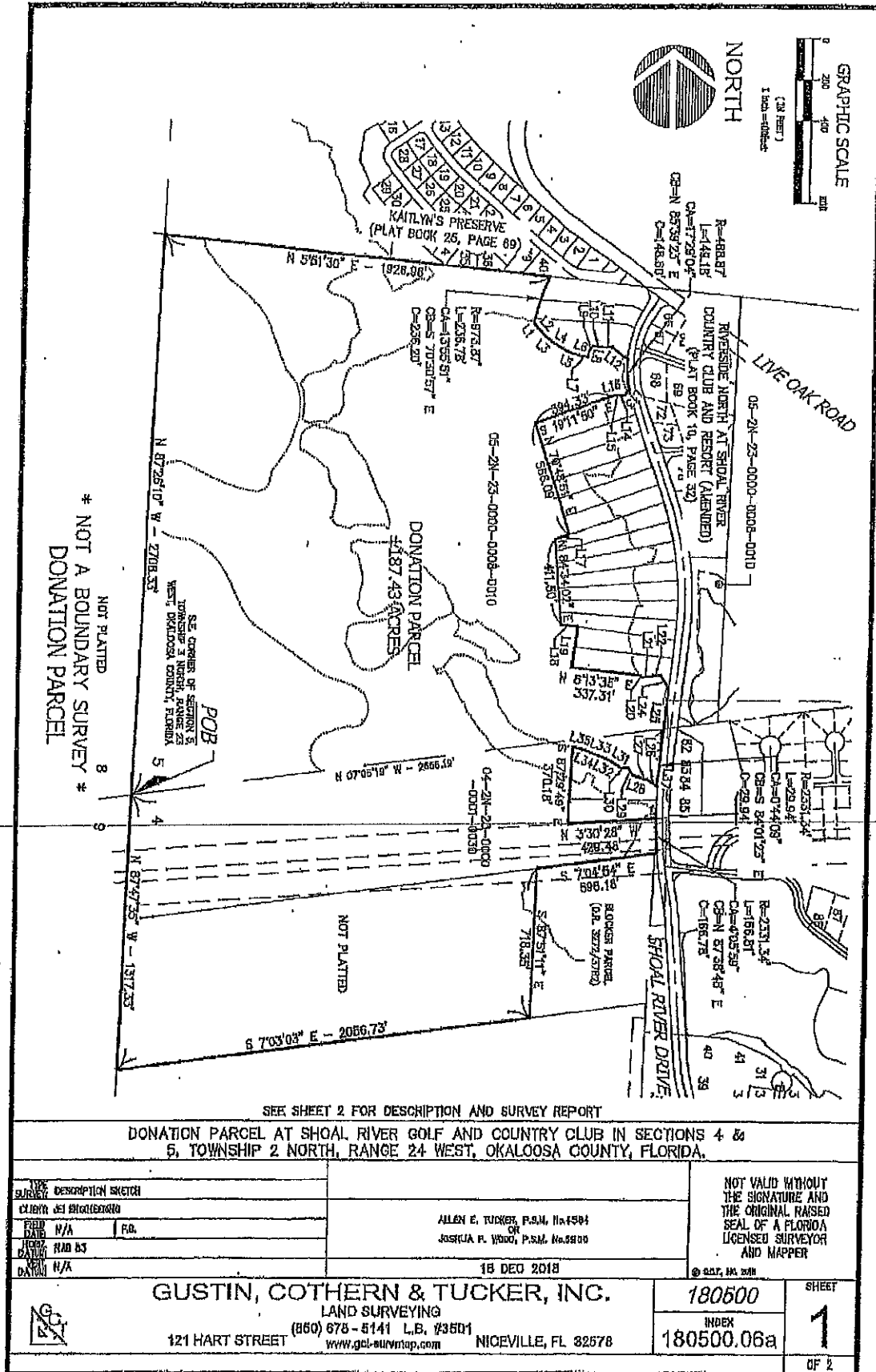
COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION), MARKING THE SOUTHWEST CORNER OF LOT 42, BLOCK C, LAKESIDE EAST AT SHOAL RIVER GOLF & COUNTRY CLUB (AMENDED PLAT), AS RECORDED IN PLAT BOOK 10, PAGE 25, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE NORTH 87 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 140.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07 DEGREES 00 MINUTES 09 SECONDS EAST, A DISTANCE OF 586.18 FEET; THENCE NORTH 87 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 718.31 FEET; THENCE NORTH 07 DEGREES 06 MINUTES 40 SECONDS WEST, A DISTANCE OF 600.58 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHOAL RIVER DRIVE (66 FOOT PUBLIC RIGHT OF WAY); SAID POINT BEING A POINT ON A CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2345.77 FEET; THENCE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0 DEGREES 06 MINUTES 56 SECONDS, A DISTANCE OF 4.73 FEET (CHORD BEARING AND DISTANCE= NORTH 85 DEGREES 36 MINUTES 09 SECONDS EAST - 4.73 FEET), TO A POINT ON A CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1216.16 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7 DEGREES 27 MINUTES 17 SECONDS A DISTANCE OF 158.23 FEET (CHORD BEARING AND DISTANCE = NORTH 81 DEGREES 49 MINUTES 02 SECONDS EAST - 158.12 FEET), TO A POINT ON A CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1150.16 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7 DEGREES 27 MINUTES 17 SECONDS A DISTANCE OF 149.65 FEET (CHORD BEARING AND DISTANCE= NORTH 81 DEGREES 49 MINUTES 02 SECONDS EAST - 149.54 FEET); THENCE NORTH 85 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 91.13 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE PROCEED SOUTH 02 DEGREES 08 MINUTES 49 SECONDS WEST, A DISTANCE OF 80.22 FEET; THENCE SOUTH 87 DEGREES 51 MINUTES 11 SECONDS EAST, A DISTANCE OF 323.83 FEET TO THE POINT OF BEGINNING.

NOTE: ALSO LESS AND EXCEPT ALL PONDS, LAKES, DAMS AND RETENTION AREAS (HEREAFTER "LAKES") CURRENTLY LOCATED WITHIN PARCELS 1,2,3,4 AND 5, WHICH SHALL REMAIN OWNED BY GRANTOR, AMERICAN PACIFIC INTERNATIONAL, LTD., EXCEPT THE; (I)

"COMMON AREA/RETENTION AREA" LOCATED WITHIN CHANAN ESTATES FIRST ADDITION AS RECORDED IN PLAT BOOK 24, PAGE 56; AND (II) THE RETENTION AREA WITHIN FAIRWAY #4 AS DIPICTED ON THE GEORGE, NIELSEN & TOOKE, P.A. SURVEY DATED AUGUST 7, 1991,

SHEET 2 OF 5; IS BEING CONVEYED TO CHANAN ADARA INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY. SUBJECT TO THE RIGHTS OF CHANAN ESTATES PROPERTY OWNERS ASSOCIATION, INC., BY VIRTUE OF THE DEDICATION AS SHOWN IN PLAT BOOK 24, PAGE 56, LYING WITHIN PARCEL 1.

PATRIOT RIDGE								
PROPOSED PHASING SCHEDULE								
EXHIBIT C								
							TRAFFIC	PUBLIC
						MAX #	MITIGATION	SEWER
PHASE #	GENERAL LOCATION					OF LOTS	PAYMENT	SYSTEM
1	West of Lakes A and B					65	\$ 36,621	Y
2	Between Lake C and Shoal River Drive					28	14,085	Y
3	East of Shoal River Drive (Mixed Use Unit One)					60	30,987	Y
4	East of Shoal River Drive (Mixed Use Unit Two)					73	36,621	Y
5	East of Shoal River Drive (Mixed Use Unit Three)					77	36,621	Y
	INCLUDES PRIVATE NEIGHBORHOOD PARK							
6	East of Shoal River Drive (Mixed Use Unit Four)					51	25,353	Y
7	East of Shoal River Drive (Mixed Use Unit Five)					55	28,170	Y
8	East of Shoal River Drive (Mixed Use Unit Six)					49	22,536	Y
9	Chanteuse Parkway extension					18	8,451	Y
10	Between Lake C and Skyline Circle					24	11,268	N
11	Off Airmens Memorial Road					11	5,634	Y
12	Adjacent to Lake E					8	5,634	N
13	Between Chanan Estates and First Addition					21	11,268	Y
14	South of Shoal River Drive					20	8,451	Y
	INCLUDES PUBLIC NEIGHBORHOOD PARK							
15	Off Timberline Drive					10	5,634	N
TOTAL						570	\$ 287,334	
NOTE: Phase numbers/designation do not necessarily indicate the order the phases will be developed but are used to match the phases per this exhibit to the phases per the Master Plan.								



DESCRIPTION (AS WRITTEN):**DONATION PARCEL**

THAT PORTION OF PARCELS 2, 3 AND 5 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2881, PAGE 4776), IN SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE AND A PROPOSED DEVELOPMENT ADJACENT THERETO, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 25, PAGE 69), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 87°28'10" W ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2708.33 FEET TO THE SOUTHEAST CORNER OF SAID KAITLYN'S PRESERVE; THENCE N 05°51'30" E ALONG THE EAST LINE THEREOF, A DISTANCE OF 1828.98 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 873.87 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'51", AN ARC DISTANCE OF 236.78 FEET, (CHORD BEARING = S 70°30'57" E, CHORD = 236.20 FEET); THENCE N 54°23'37" E, A DISTANCE OF 23.45 FEET; THENCE N 45°14'58" E, A DISTANCE OF 81.31 FEET; THENCE N 39°24'43" E, A DISTANCE OF 68.39 FEET; THENCE N 27°09'58" E, A DISTANCE OF 56.70 FEET; THENCE N 25°00'57" E, A DISTANCE OF 57.12 FEET; THENCE N 19°43'38" E, A DISTANCE OF 32.08 FEET; THENCE N 08°58'28" E, A DISTANCE OF 34.52 FEET; THENCE N 75°50'51" W, A DISTANCE OF 28.84 FEET; THENCE N 48°48'55" W, A DISTANCE OF 33.84 FEET; THENCE N 08°51'29" E, A DISTANCE OF 49.17 FEET; THENCE N 03°22'52" W, A DISTANCE OF 37.49 FEET; THENCE N 37°02'07" E, A DISTANCE OF 87.98 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID SHOAL RIVER DRIVE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.87 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 17°29'04", AN ARC DISTANCE OF 149.18 FEET, (CHORD BEARING = N 85°39'23" E, CHORD = 148.60 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 49°18'55" E, A DISTANCE OF 38.06 FEET; THENCE S 05°10'28" W, A DISTANCE OF 29.45 FEET; THENCE S 20°44'31" W, A DISTANCE OF 4.85 FEET; THENCE S 14°35'20" E, A DISTANCE OF 31.98 FEET; THENCE S 18°11'50" E, A DISTANCE OF 394.33 FEET; THENCE N 70°48'51" E, A DISTANCE OF 588.09 FEET; THENCE S 18°26'58" E, A DISTANCE OF 82.27 FEET; THENCE N 84°34'02" E, A DISTANCE OF 411.50 FEET; THENCE N 07°47'28" E, A DISTANCE OF 82.18 FEET; THENCE S 83°48'25" E, A DISTANCE OF 199.78 FEET; THENCE N 08°13'35" E, A DISTANCE OF 337.31 FEET; THENCE N 49°40'06" E, A DISTANCE OF 13.84 FEET; THENCE N 07°10'34" W, A DISTANCE OF 37.88 FEET; THENCE N 05°36'50" W, A DISTANCE OF 54.30 FEET; THENCE N 57°18'48" E, A DISTANCE OF 78.30 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) CALLS: 1) S 83°50'05" E, A DISTANCE OF 360.25 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; 2) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°44'09", AN ARC DISTANCE OF 29.94 FEET, (CHORD BEARING = S 84°01'23" E, CHORD = 29.94 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY, PROCEED S 20°45'49" E, A DISTANCE OF 86.07 FEET; THENCE S 42°02'38" W, A DISTANCE OF 38.71 FEET; THENCE S 18°48'33" W, A DISTANCE OF 45.93 FEET; THENCE S 17°37'58" W, A DISTANCE OF 47.80 FEET; THENCE S 58°04'25" W, A DISTANCE OF 43.28 FEET; THENCE S 01°28'40" W, A DISTANCE OF 37.09 FEET; THENCE S 30°27'15" W, A DISTANCE OF 55.26 FEET; THENCE S 29°11'43" W, A DISTANCE OF 45.88 FEET; THENCE S 19°45'08" W, A DISTANCE OF 51.51 FEET; THENCE S 21°15'35" W, A DISTANCE OF 47.88 FEET; THENCE S 14°27'50" W, A DISTANCE OF 50.28 FEET; THENCE S 07°28'48" E, A DISTANCE OF 370.18 FEET; THENCE N 03°30'28" W, A DISTANCE OF 429.48 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 04°05'58", AN ARC DISTANCE OF 166.81 FEET, (CHORD BEARING = N 87°38'48" E, CHORD = 166.78 FEET) TO THE NORTHWEST CORNER OF THE BLOCKER PARCEL (OFFICIAL RECORDS BOOK 3272, PAGE 3782); THENCE ALONG THE WEST AND SOUTH LINES THEREOF, THE FOLLOWING TWO (2) CALLS: 1) S 07°04'52" E, A DISTANCE OF 898.18 FEET; 2) S 87°51'11" E, A DISTANCE OF 718.36 FEET TO THE SOUTHEAST CORNER OF SAID BLOCKER PARCEL, LYING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE S 07°03'03" E ALONG SAID EAST LINE, A DISTANCE OF 2058.73 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 4; THENCE N 87°47'35" W ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 1317.33 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 187.43 ACRES, MORE OR LESS.

LINE TABLE

LINE#	DISTANCE	BEARING
L1	23.45	N 54°23'37" E
L2	81.31	N 45°14'58" E
L3	68.39	N 39°24'43" E
L4	56.70	N 27°09'58" E
L5	57.12	N 25°00'57" E
L6	32.08	N 19°43'38" E
L7	34.52	N 08°58'28" E
L8	28.84	N 75°50'51" W
L9	33.84	N 48°48'55" W
L10	49.17	N 08°51'29" E
L11	37.49	N 37°02'07" E
L12	97.98	N 37°02'07" E
L13	36.06	S 49°18'55" E
L14	29.45	S 14°35'20" E
L15	4.85	S 20°44'31" W
L16	31.98	S 14°35'20" E
L17	82.27	S 18°26'58" E
L18	82.18	N 7°47'28" E
L19	199.78	S 83°48'25" E
L20	13.84	N 49°40'06" E
L21	37.88	N 7°10'34" W
L22	54.30	N 57°18'48" E
L23	78.30	N 57°18'48" E
L24	360.25	S 83°50'05" E
L25	29.94	S 84°01'23" E
L26	30.71	S 42°02'38" W
L27	46.83	S 15°46'33" W
L28	47.80	S 17°37'58" W
L29	43.28	S 58°04'25" W
L30	37.09	S 1°29'40" W
L31	55.26	S 30°27'15" W
L32	45.88	S 29°11'43" W
L33	51.51	S 21°15'35" W
L34	47.88	S 21°15'35" W
L35	50.28	S 14°27'50" W
L37	86.07	S 20°45'49" E

SURVEY REPORT

1. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
2. THIS SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 6J-17.081 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
3. NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
4. NO APPARENT USES WERE DETERMINED. THIS IS NOT A BOUNDARY SURVEY.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
6. BEARINGS SHOWN HEREON ARE REFERENCED TO THE LINE SOUTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, SAID LINE BEARING N 87°26'10" W AS ESTABLISHED BY STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983. THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
7. THE SURVEY MAP AND SURVEY REPORT ARE NOT FULL & COMPLETE WITHOUT THE OTHER.
8. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

SEE SHEET 1 FOR PLAN VIEW

GUSTIN, COTHERN & TUCKER, INC.

LAND SURVEY/ING
(850) 678-6141 L.B. #3801
121 HART STREET NICEVILLE, FL 32578
www.gct-survey.com

180500

INDEX

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SHEET

2

OF 2

DONATION PARCEL

THAT PORTION OF PARCELS 2, 3 AND 5 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2961, PAGE 4776), IN SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE AND A PROPOSED DEVELOPMENT ADJACENT THERETO, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 25, PAGE 69), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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[illegible]

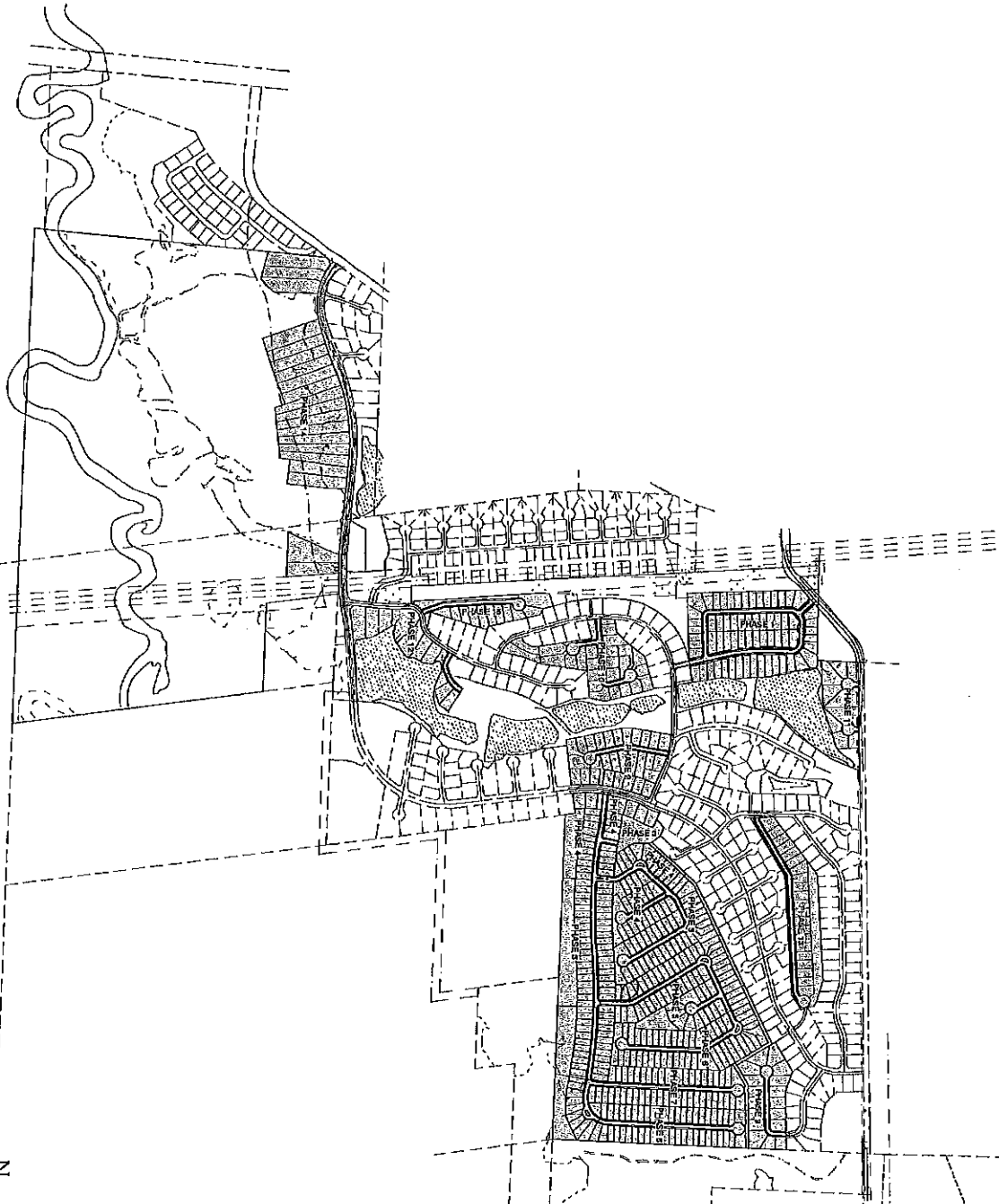
OLIVER A. KLEIN, NANCY COLEMAN, and JEFFREY A. HART, all of the University of Colorado, have been awarded the 2007-2008 Distinguished Career Award by the American Psychological Association. The award is presented annually to a psychologist who has made a significant contribution to the field of psychology. Dr. Klein is a past president of the American Psychological Association and has been a member of the National Academy of Sciences. Dr. Coleman is a past president of the American Psychological Association and has been a member of the National Academy of Sciences. Dr. Hart is a past president of the American Psychological Association and has been a member of the National Academy of Sciences.

[illegible]

Abstract The authors examined the effects of a 12-week, 1000 kcal/day energy-restricted diet on the body composition and metabolic profile of 10 obese women. The subjects were randomly assigned to either a low-carbohydrate (LC) or a low-fat (LF) diet. The LC diet was composed of 15% carbohydrate, 65% fat, and 20% protein, and the LF diet was composed of 55% carbohydrate, 30% fat, and 15% protein. Both diets were supplemented with 100 mg of vitamin E daily. The subjects were monitored for changes in body weight, body composition, and metabolic profile. The LC diet resulted in a greater loss of weight and body fat than the LF diet. The LC diet also resulted in a greater improvement in the metabolic profile than the LF diet. The authors conclude that a low-carbohydrate diet is more effective than a low-fat diet for weight loss and improving the metabolic profile in obese women.

[illegible][illegible]

with the use of a computer. The system allows users to enter activity data and generate reports. The system is designed to be used by a single user, but it can be used by multiple users if the system is installed on a network. The system is designed to be used by a single user, but it can be used by multiple users if the system is installed on a network. The system is designed to be used by a single user, but it can be used by multiple users if the system is installed on a network.



THIS DRAWING IS THE PROPERTY OF JENKINS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT

HORIZONTAL SCALE: 1" = 400'

[illegible]

JOB: 18-060 DATE: 08-20-18 DESIGNED: MATTIAS DRAWN: MFC		MATOVINA & COMPANY PATRIOT RIDGE OKALOSA COUNTY, FLORIDA MASTER PLAN HERE WITHIN THE PLAN MAKING NO CLAIMS TO EXISTING UTILITIES OR EASEMENTS	
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JENKINS ENGINEERING, INC.
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JECIVIL.COM
C.O.A. NO. 8927



DEVELOPMENT AGREEMENT

SEP 01 2020

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020, by and between the Okaloosa County Board of County Commissioners (the "County") and Patriot Ridge, LLP, a Florida limited liability partnership ("Developer") for the purpose of establishing development right of the Developer for certain real property located with the unincorporated area of Okaloosa County, Florida, as more particularly described herein; providing assurances to the Developer that it may proceed with the Project in accordance with existing laws and policies subject to the conditions of this Agreement; and insuring that this Agreement is in compliance with applicable provisions of Sections 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

ARTICLE I. RECITALS

WHEREAS, the intent of the Florida Local Government Development Agreement Act (the "Act") is explicitly provided in Section 163.3220(2), Florida Statutes, which states as follows:

(2) The Legislature finds and declares that: (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital investment planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; (b) Assurance to a developer that upon receipt of his development order(s) he may proceed with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(3) In conformity with, in furtherance of and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(4) This intent is affected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.

(5) Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing.

WHEREAS, the Okaloosa County Land Development Code has been adopted by Ordinance No. 91-1, as amended, and does contain Section 1.11.05 "Development Agreement" which specifically authorizes the County to enter into development agreements with developers; and

WHEREAS, the Developer wishes to develop a ~~676570~~ lot single family residential development project which will be comprised solely of residential and accessory uses; and

WHEREAS, the Developer has control of ~~476.08416.60~~ +/-acre parcel of property (the "Property") located as more particularly described in Exhibit A, which possesses the required characteristics to accommodate the proposed general plan for development of the Property, which has been submitted by the Developer under the name of Patriot Ridge Master Plan (the "Project"); and

WHEREAS, the Property is currently zoned by the County for residential and mixed use and the Developer has submitted a development order application with the County, which seeks to develop to an extent which is less than the maximum development density allowed for the zoning district; and

WHEREAS, the Project will be developed in up to ~~six~~ fifteen (15) phases over a period of five (5) years and therefore the Developer is desirous of agreeing upon and memorializing its development rights with regard to the Property in contractual terms; and

WHEREAS, it is in the best interests of the County and its citizens that the development of the Property be completed in a planned and orderly fashion giving consideration to the subjects addressed by this Agreement; and

WHEREAS, the Developer and the County have agreed upon terms and conditions relating to the development of the Property, development rights, and benefits to the County and its citizens which are acceptable to the Developer and acceptable to the County, and the Developer and the County have deemed it appropriate that the terms and conditions of their agreements be reduced to written form; and

WHEREAS, the benefits to the County as a result of entering into this Agreement are unique to the particular circumstances of this Agreement; and

WHEREAS, the Act provides a means for the Developer and the County to document the assurances sought by each and commitment to the terms and obligations of this Agreement; and

WHEREAS, pursuant to the requirements of Section 163.3225, Florida Statutes, the County has held two public hearings with respect to this Agreement, those being held on and respectively, with due public notice provided for each as required by law.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the Developer and the County enter into this Development Agreement and do hereby agree as follows:

ARTICLE II. DEFINITIONS

The following definitions shall apply to the terms and conditions of this Agreement. If a word, term or phrase is not defined in this Article, its meaning shall be as defined in the Okaloosa County Land Development Code.

2.1 "Comprehensive Plan" means the adopted Okaloosa County Comprehensive Plan, Ordinance No. 90-1, as subsequently amended.

2.2 "County" means Okaloosa County, a political subdivision of the State of Florida.

2.3 "Developer" means Patriot Ridge, LLP, a Florida limited liability partnership, and its lawful successors in title and interest.

2.4 "Land Development Code" means the Okaloosa County Land Development Code, Ordinance No. 91-1, as subsequently amended.

2.5 "Maintenance" means servicing, support, and upkeep of all infrastructures servicing the Project.

2.6 "Owners Association" means the non-profit corporation(s) established as a mandatory owners association for the governance of the use of the property subject to this Agreement.

2.7 "Project" means the proposed residential development, Patriot Ridge Master Plan, and all supporting uses and amenities authorized by this Agreement, as more particularly described herein.

2.8 "Property" means the real property more particularly described as Exhibit A upon which the Project will be developed.

2.9 "Right-of-Way" means the area which may be dedicated to the County or such other governmental entity allowing access for public works, utilities, and public access, or to the community association for members' use and access.

ARTICLE III. ESSENTIAL REQUIREMENTS

The essential requirements of law for this Agreement as prescribed by Section 163.3227, Florida Statutes, are addressed as follows:

3.1 Legal Description – A legal description of the property to be developed subject to the terms and conditions of this Agreement is attached hereto as Exhibit A, and incorporated herein by reference.

3.2 Duration of Agreement – The duration of this Agreement shall be for five (5) years commencing with the effective date of this Agreement. This Agreement may be extended by the mutual consent of the parties for an additional five (5) years.

3.3 Development Uses

A. The parties do hereby agree that the Developer intends to develop a residential development consisting of a maximum of ~~576~~570 single family units and all associated roadways, stormwater treatment, landscaping, and other improvements as may be required by the Land Development Code; and could, but are not obligated to, build and develop accessory uses and structures including storage areas, parking lots and/or garages. Building density shall be no more than four (4) units per acre, and building height shall not exceed 45 feet.

B. The Project described in section 3.3(a) may be developed in up to ~~six~~fifteen (15) phases through the term of this Agreement. Prior to the development of each phase, the Developer shall submit to the County all notices and/or contributions provided for in this Agreement. Development authorized by this Agreement shall be in conformance with the terms of this Agreement. The proposed phasing is provided by the attached Exhibit C.

3.4 Public Facilities, Infrastructure Capacity, and Capacity Reservation – The Developer, at its expense, will supply adequate public facilities, infrastructure, and services to serve the Project concurrent with the impact which creates the need for the following services:

A. **Solid Waste Disposal** – Collection service for the Project will be in accordance with the franchise agreement between Okaloosa County and the franchised hauler. The Public Works Division has indicated there is sufficient capacity to handle the solid waste from the proposed development.

B. **Stormwater Management** – The Developer shall design and construct or cause to be constructed at its expense, a stormwater management system or systems to serve all parcels within the project boundary or existing facilities shall be shown to accommodate all or a portion of the required stormwater management system. All stormwater management system improvements located with the Project will be: (1) designed and constructed to County and State standards and (2) all improvements located outside the boundaries of individual parcels which are not dedicated to the County will be maintained as common elements by the Owners Association. The County will not be responsible for any construction or maintenance costs associated with the stormwater drainage system within the Project unless it is dedicated as a public facility and formally accepted after the completion of the required bonding and warranty period. The project wide systems are intended to provide the primary treatment capacity for all development with the Project.

C. **Transportation and Roads** –

1. The Developer has submitted to the County a comprehensive Traffic Impact Analysis for the Project prepared by Southern Traffic Services, including land use and transportation capacity analysis data for the purpose of determining the impact the Project will have on all roadway segments included in the County's Transportation Concurrency System, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

2. The proposed trips resulting from the development of the Project exceeds the capacity available along segments of SR 85 and PJ Adams Parkway. The parties agree that the Developer may address the capacity constraints in the impact area by applying the mitigation payment set forth in the Traffic Impact Analysis (the "Mitigation Payment") to certain transportation improvements, as set forth below.

3. In consideration of the Mitigation Payment, which provides value and capacity enhancement to the County roadway system, the County agrees to reserve a total trip capacity of 62 P.M. Peak Hour trips in relation to the segment of State Road 85 (from Stilwell Avenue to CR 188 – Airport Road), 850 P.M. Peak Hour trips in relation to the segment of State Road 85 (from Antioch Road to I-10) and 220 PM Peak Hour trips in relation to the segment of PJ Adams Parkway (from Antioch Road to Wild Horse Drive).

4. The total budgeted construction cost of phase one of the PJ Adams Parkway Widening project is \$5,300,000, which will create One Thousand Eighty-One (1,881) trips. Based on the Parkway Widening project, the parties agree the Developer's calculated Mitigation Payment amount is ~~\$318,321,287,334~~. The parties agree the estimated construction cost for operational improvements, described in section 8 below, exceed the calculated Mitigation Payment and no Mitigation Payment shall be made by the Developer to the County.

5. In addition to the impact the development will have on the roadway segments included in the County's Transportation Concurrency System, the development also will impact several other

roadways segments in its service area that are not included in such system, which are currently operating at or above their capacity. The Traffic Impact Analysis identifies these roadway segments and recommends operational improvements required to retain, or improve, the level of service.

6. The Developer agrees to provide the operational improvements and cash payment set forth below. The estimated cost of the Developer's total out of pocket cost for surveying, soil testing, design, other soft costs and construction for such improvements is \$1,300,524.
7. The proposed operational improvement(s) shall be made in a public/private partnership with the County participating in the construction of the operational improvements as hereinafter set forth.
8. Notwithstanding any other provision of this Agreement or the Traffic Impact Analysis, the Developer and the County hereby agree to make the following improvements:
 - a) The Developer shall pay \$30,000.00 to the County on or before January 1, 2021 to be used by the County for planned improvements to John King Road; and
 - b) The Developer shall construct southbound dual left turn lanes on SR85 at the intersection with Live Oak Church Road with the outside lane used for Live Oak Church Road turning movements and the inside lane striped for a left u-turn combination, or as otherwise approved by the FDOT, and shall construct a westbound right turn lane on Live Oak Church Road from SR 85 to the current entrance to the CEFCO. Upon approval of this Agreement, Developer shall submit the plans for such improvements to the FDOT and the County within ninety (90) days, shall vigorously pursue obtaining approval of such plans and shall complete these improvements within twelve (12) months after obtaining such approval; and
 - c) The County shall add a project to the County Capital Improvement Plan to widen the bridge on Live Oak Church Road, located 0.8 miles east of SR 85; and
 - d) The Developer shall widen Live Oak Church Road to four (4) lanes from SR85 to Shoal River Drive transitioning to two (2) lanes at that intersection with a right turn on to Shoal River Drive. In addition, the Developer shall also construct westbound dual left turn lanes from Live Oak Church Road onto SR85, or as otherwise approved by the FDOT. Upon receipt of the plans from the County for the bridge widening on Live Oak Church Road, the Developer shall submit the plans for such improvements to the FDOT and the County within ninety (90) days, shall vigorously pursue obtaining approval of such plans and shall complete these improvements within twelve (12) months after obtaining such approval or within twelve (12) months after the County completes the bridge widening, whichever comes later.
 - d)e) The Developer shall construct a southbound left turn lane on Live Oak Church Road at Airmen's Memorial Road with a minimum queue length of 100' prior to any roadway connection being made from Phase 16 to any other phase in the proposed development.
9. The Developer shall construct or cause to be constructed a roadway system that will be privately maintained within the Project, which will be available to serve all primary and accessory uses. As such, the roadway system shall be owned and maintained as a private common element of the Project by the Owners Associations. The County will not be responsible for any construction or maintenance costs associated with the internal roadways of the Project. The roadways will

be designed and constructed to County standards. As all roads will be low speed and low volume, all roads with the development shall be considered local roadways as defined in Section 6.03.03 C of the Okaloosa County Land Development Code.

10. ~~The~~ A roadway connection ~~to~~ Airman's Memorial Road ~~in Phase 1~~ and Skyline Circle shall not be gated nor shall the roadway be restricted to public use in any way. The Developer shall provide an easement over the roadway connection ~~to~~ Airman's Memorial Road and Skyline Circle for public access and shall construct this roadway with a stabilized base for construction traffic before any building permit is issued for any phase beyond phases 2, 3, and 4. The Developer shall not be responsible for monitoring construction traffic on any roadway. The roadway shall be paved and upgraded to County standards when the property adjacent to the roadway is platted.

Phase 1 shall also have access to Airman's Memorial Road but shall only have emergency access to Skyline Drive over the existing platted right-of-way owned by the County. The Developer shall stabilize the emergency access to permit vehicular access by emergency vehicles and for use as an emergency ingress/egress for owners in Phase 1 in the event that the access to Airman's Memorial Road is blocked but such access shall otherwise not be available for public or private use.

D. Parks and Recreational Facilities – The Developer shall satisfy concurrency requirements for parks and recreation as provided in Section 6.07 of the Land Development Code as follows;

- 1) The Land Requirements described in Section 6.07.03 result in five (5) acres of land required to be dedicated since the total acreage of the proposed development is less than five hundred (500). The acreage requirement will be met through the dedication of a +/- 1.39 acre site in Phase 3 of the development for construction of a Private Neighborhood Park which shall be owned and maintained by the Homeowners Association and, through the dedication of a minimum of +/- 1.8743 acres for a Public Neighborhood Park, as shown on the attached Exhibit D and as described by the legal description attached as Exhibit D, to provide access to the Shoal River. The Public Neighborhood Park shall have a minimum 40' wide access, in an upland area, connecting the park to Shoal River Drive on the east side of the park and shall have a minimum 10' wide access, in an upland area, connecting the park to Shoal River Drive on the west side of the park as shown in Exhibit D. To aid with privacy and security to adjacent residential lots directly east of the access points, the County shall construct and maintain a 6 foot tall privacy fence, from wood or tan vinyl, along the east side of the 40' wide and 10' wide access points at such time as any improvements are constructed over such access. The privacy fence shall not block sight distance at the intersection of Live Oak Church Road and Shoal River Drive. The Public Neighborhood Park shall be owned and operated by the County. The Developer may modify the legal description of the property to be conveyed for the Public Neighborhood Park prior to its conveyance provided that its configuration and general location is substantially the same as shown at Exhibit D. The Private Neighborhood Park shall be dedicated to the Homeowners Association prior to or in connection with the plat for Phase Five as shown by Exhibit C. The Public Neighborhood Park shall be dedicated to the County, by warranty deed including any underlying mineral rights that developer owns, prior to the

recording of any plat for the proposed development. Based on the amount that Developer paid for the land included within the Project, the acreage being dedicated to the County for the Public Neighborhood Park would be approximately \$2.05 million.

- 2) The Developer plans to improve the Private Neighborhood Park with open fields, a playground, bathroom facilities and other active uses including, at Developer's option, the construction of a swimming pool and related facilities. The improvements to the Private Neighborhood Park shall meet the requirements of Section 6.07.06 of the Land Development Code for the construction of facilities. The improvements to the Private Neighborhood Park shall be required to be completed prior to the plat being recorded for that phase of development as provided for by Exhibit C.

E. **Potable Water** – Potable water will be provided by Okaloosa County Water & Sewer ("OCWS"), which has verified it has overall system capacity to serve the proposed development.

F. **Sanitary Sewer** -

1. The Developer will connect Phases 1-9, 11, and 13-14 and 16 to the public sewer system, provided by OCWS. OCWS currently has wastewater treatment and disposal capacity available for these phases at the Jerry D. Mitchem Water Reclamation Facility at the Bob Sikes Industrial Park. Capacity is reserved via payments of Capacity Expansion Charges, at rates established by the current Water & Sewer Ordinance at the time of payment.
2. During future engineering design, for reasons pertaining to pump station or line capacity, OCWS reserves the right to allow phases or parcels to have on-site treatment systems (as approved by the Florida Department of Health), provided the lot size meets the minimum requirements and a gravity sewer main or low pressure sewer main is not available in a public right-of-way or easement adjacent to the phase or parcel.
3. For any lots with a proposed low pressure sewer system and/or individual grinder stations, the Developer will setup a central management entity (such as a Homeowners Association). OCWS will not own, operate, or maintain private grinder stations or plumbing.
- ~~4. The proposed development, other proposed developments not part of this Development Agreement, and existing sewer demand requires off-site improvements to the Brown Place Lift Station and construction of a new master lift station to be called the Shoal River Landing Lift Station, with associated force main improvements. Developer hereby agrees to contribute \$57,895 to the cost of the upgrade to the Brown Place Lift Station within ten (10) days of receipt of notification of Developer from OCWS that appropriate Purchase Orders have been issued. Developer hereby agrees to contribute \$187,142 to the cost of the Shoal River Landing Lift Station with associated force main improvements within ten (10) days of receipt of notification based on the following schedule;~~
 - a. Twenty percent (20%), or \$37,428.40, upon approval of cost sharing agreements and allocation of the County funds for the construction by the Board of County Commissioners;
 - b. Forty percent (40%), or \$74,856.80, upon receipt of all permits for the construction and commencement of procurement of materials and equipment; and
 - c. Forty percent (40%), or \$74,856.80, upon the start of construction of the lift station and associated force main improvements.

5. As public central sewer service is not currently available to serve Phases 10, 12, and 15, sewage treatment will be provided through the installation of on-site treatment systems as approved by the Florida Department of Health.
- 3.5 Concurrency – Through section 3.4.C, above, the concurrency requirements for traffic and roads have been satisfied by the Developer. The terms of this agreement shall not be construed to imply approval for water, wastewater, stormwater, parks, or solid waste concurrency nor shall it relieve the developer from complying with all applicable rules and/or regulations pertaining to this development. This agreement is applicable to only the specific items expressed herein and the Developer shall comply with all other requirements of the Okaloosa County Land Development Code in their effort to obtain development approval.
- 3.6 Consistency – The development authorized by this Agreement is consistent with the goals, objectives, and policies of the Comprehensive Plan and applicable development regulations in effect at the time of the execution of this Agreement.
- 3.7 Required Permits – The Developer shall obtain, or cause to be obtained, all requisite County permits and authorizations to allow construction of the development contemplated herein including, but not limited to, an Okaloosa County Development Order, Okaloosa County Stormwater Permit, and an Okaloosa County Underground Utility Permit. Failure of this Agreement to address a particular permit, condition, term or restriction, including permits or authorizations issued by agencies other than Okaloosa County, shall not relieve the Developer from the necessity of complying with the laws governing such permit requirement, condition, term or restriction.
- 3.8 Additional Conditions – The Developer, its successors and assigns, agree to provide all necessary facilities and services required for development of the Property in accordance with the terms of this Agreement. The parties hereto do agree that the Developer may act in reliance upon this Agreement. Nothing herein, however, is intended to preclude the County from exercising its proper regulatory powers to protect the health, welfare, and safety of the public.

ARTICLE IV. AGREEMENT AND COVENANT

- 4.1 By execution hereof, the County acknowledges and agrees that this particular Agreement will encourage proper use of the Property, promote economic use of land resources of the County, provide for public facilities and use, and encourage private participation in the comprehensive planning process. The County acknowledges and agrees that it is exercising its sound discretion in this instance by entering into this Agreement to achieve mutual benefits that are particular and unique to the circumstances underlying this Agreement.
- 4.2 This Agreement is assignable by the Developer and shall be binding upon, and inure to the benefit of, all heirs, successors and assigns of the parties hereto.
- 4.3 To the extent that the Developer fails to perform any of the actions or requirements contained in this Agreement, the County shall provide written notice to the Developer of his failure to comply with the terms of this Agreement. Within thirty (30) days of the receipt of such notice, and in the event that the

Developer fails to cure such failure within thirty (30) days after receipt of such notice, the County shall suspend and hold in abeyance all applications for or issuance of any development orders or building permits for the Project until the failure is cured and no further phases of the Project shall be reviewed, permitted, or otherwise approved. At such time as the Developer cures the performance failure then the review and processing of applications for a development order may resume.

4.4 Any notices required to be given or elected to be given by either of the parties pursuant to the terms of this agreement shall be deemed effective provided when placed in the United States Mail, certified return receipt requested, or placed in the hands of an overnight delivery service.

As to the Developer:

Gregory E. Matovina
Patriot Ridge, LLP
12443 San Jose Boulevard, Suite 504
Jacksonville, FL 32223

As to the County:

Elliot Kampert
Growth Management Director
Okaloosa County, Florida
1250 N Eglin Parkway
Shallmar, FL 32579

And a copy to:

County Attorney:

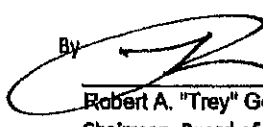
Gregory T. Stewart
County Attorney
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

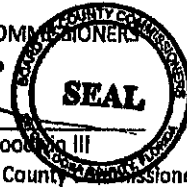
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IN WITNESS WHEREOF, the parties have set their hands and seals this SEP 01 2020 day of _____

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

By


Robert A. "Trey" Gooding III
Chairman, Board of County Commissioners



ATTEST


Clerk of Circuit Court



The foregoing instrument was acknowledged before me this 1 day of September by Robert A. "Trey" Gooding III Chairman of the OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of the Board, who is personally known to me.

APPROVED AS TO LEGAL SUFFICIENCY:


County Attorney

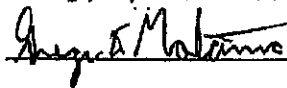
Signed, sealed and delivered in the presence of:

STATE OF FLORIDA COUNTY OF OKALOOSA Notary Public, State of Florida, My Commission Expires:

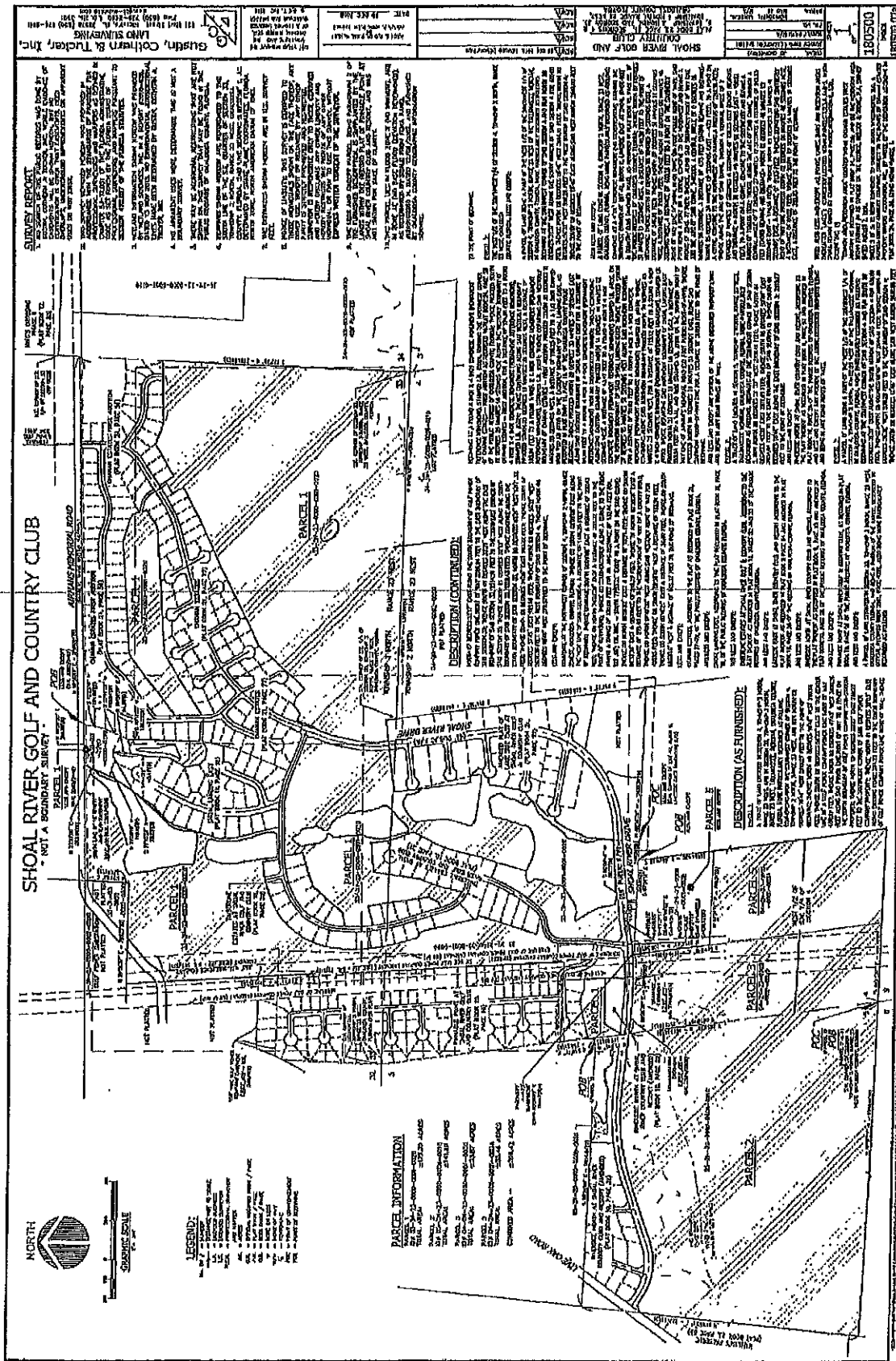
DEVELOPER

Patriot Ridge, LLP, a Florida limited liability partnership

By:
LLP



Gregory E. Matovina, Managing Partner of Patriot Ridge,



PARCEL 1

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, AND IN SECTION 33, TOWNSHIP 3 NORTH, RANGE 23 WEST, TALLAHASSEE, MERIDIAN, OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING FROM THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, AND RUN NORTH 08 DEGREES 10'46" WEST 2919.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 08 DEGREES 10'46" WEST 280.94 FEET; THENCE SOUTH 88 DEGREES 56'32" EAST TO THE CENTER LINE OF A GULF POWER COMPANY POWER LINE RIGHT OF WAY 607.99 FEET; THENCE NORTH 03 DEGREES 47'49" WEST 3400.26 FEET ALONG SAID POWER LINE RIGHT OF WAY TO A FENCE ON THE SOUTH BOUNDARY OF GULF POWER COMPANY SUB-STATION PROPERTY; THENCE NORTH 89 DEGREES 35'57" EAST 769.27 FEET TO THE SOUTHEAST CORNER OF SAID GULF POWER COMPANY PROPERTY; THENCE NORTH 01 DEGREES 39'03" EAST ALONG EXISTING FENCE 384.72 FEET TO THE SOUTH BOUNDARY OF GULF POWER COMPANY POWER LINE RIGHT OF WAY; THENCE NORTH 87 DEGREES 55'17" EAST ALONG THE SOUTH BOUNDARY OF GULF POWER COMPANY POWER LINE RIGHT OF WAY 3586.04 FEET TO THE EAST BOUNDARY OF SAID SECTION 33; THENCE SOUTH 01 DEGREES 32'39" WEST ALONG THE EAST BOUNDARY OF SAID SECTION 33, 2614.99 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE NORTH 89 DEGREES 02'13" WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 33, 1319.43 FEET; THENCE CONTINUE ALONG THE SOUTH BOUNDARY OF SAID SECTION 33, NORTH 89 DEGREES 03'21" WEST 1317.92 FEET; THENCE SOUTH 08 DEGREES 14'36" EAST 983.22 FEET; THENCE SOUTH 07 DEGREES 57'45" EAST 985.60 FEET; THENCE NORTH 88 DEGREES 56'32" WEST 2637.36 FEET TO THE WEST BOUNDARY OF SAID SECTION 4; THENCE NORTH 08 DEGREES 10'46" WEST 279.27 FEET TO THE POINT OF BEGINNING,

LESS AND EXCEPT:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE GO SOUTH 08°09'08" EAST ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 1406.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 08°09'08" EAST A DISTANCE OF 220.43 FEET; THENCE GO NORTH 74°32'36" EAST A DISTANCE OF 255.72 FEET TO THE POINT OF CURVATURE; THENCE GO SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET FOR AN ARC DISTANCE OF 133.44 FEET (CH. 127.66'; CH. BRG. - SOUTH 77°53'33" EAST) TO A POINT ON THE SAID CURVE; THENCE GO NORTH 86°56'52" EAST A DISTANCE OF 77.74 FEET; THENCE GO SOUTH 04°33'30" EAST A DISTANCE OF 218.29 FEET; THENCE TO NORTH 85°58'10" EAST A DISTANCE OF 275.00 FEET TO THE WESTERLY RIGHT OF WAY OF A COUNTY ROAD; THENCE GO NORTH 04°47'30" WEST ALONG SAID WESTERLY RIGHT OF WAY FOR 430.13 FEET; THENCE GO SOUTH 88°58'10" WEST A DISTANCE OF 133.24 FEET; THENCE GO SOUTH 03°41'21" EAST A DISTANCE OF 30.00 FEET; THENCE GO SOUTH 88°58'10" WEST A DISTANCE OF 605.37 FEET TO THE POINT OF BEGINNING,

LESS AND EXCEPT:

CHANAN ESTATES, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 21, PAGES 77-79, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

SHOAL LANDING EAST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 11, PAGE 18, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

TIMBERLINE ESTATES AT SHOAL RIVER GOLF & COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 32 AND 33 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

LAKESIDE EAST AT SHOAL RIVER COUNTRY CLUB AND RESORT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8 PAGE 94 AND AMENDED IN PLAT BOOK 10, PAGE 25 OF THE RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

RIVERSIDE NORTH AT SHOAL RIVER COUNTRY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 93 AND AMENDED IN PLAT BOOK 10, PAGE 26 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

PINNACLE POINT AT SHOAL RIVER GOLF & COUNTRY CLUB, AS RECORDED IN PLAT BOOK 10, PAGE 96 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

A PARCEL OF LAND SITUATED IN SECTION 33, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY FLORIDA, AND BEING A PORTION OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2961, PAGE 4776, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED L.B. #5024, MARKING THE NORTHWEST CORNER OF CHANAN ESTATES - FIRST ADDITION AS RECORDED IN PLAT BOOK 24, PAGE 58 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 12 DEGREES 25 MINUTES 10 SECONDS WEST ALONG THE WESTERLY BOUNDARY OF CHANAN ESTATES - FIRST ADDITION, FOR A DISTANCE OF 174.00 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED L.B. #5024; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY PROCEED SOUTH 25 DEGREES 19 MINUTES 28 SECONDS WEST, A DISTANCE OF 188.94 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED L.B. #5024; THENCE DEPARTING SAID WESTERLY BOUNDARY OF CHANAN ESTATES - FIRST ADDITION PROCEED SOUTH 80 DEGREES 11 MINUTES 55 SECONDS WEST, A DISTANCE OF 106.25 FEET TO A 1/2 INCH CAPPED IRON ROD LB #7191 ON THE EASTERLY BOUNDARY OF SHOAL LANDING EAST, AS RECORDED IN PLAT BOOK 11, PAGE 18 OF THE OKALOOSA COUNTY PUBLIC RECORDS; THENCE PROCEED NORTH 09 DEGREES 30 MINUTES 37 SECONDS EAST ALONG SAID EASTERLY BOUNDARY OF SHOAL LANDING EAST FOR A DISTANCE OF 94.00 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT) WITH NO IDENTIFICATION NUMBER; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY PROCEED NORTH 14 DEGREES 44 MINUTES 22 SECONDS WEST, A DISTANCE OF 43.47 FEET TO A FOUND 4 INCH X 4 INCH

CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT) STAMPED LB. #4150, ON THE NORTHERN BOUNDARY OF SAID SHOAL LANDING EAST; THENCE PROCEED SOUTH 77 DEGREES 15 MINUTES 58 SECONDS WEST ALONG SAID NORTHERN BOUNDARY, FOR A DISTANCE OF 70.62 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT) STAMPED LB. #4150; THENCE CONTINUING ALONG SAID NORTHERN BOUNDARY PROCEED NORTH 70 DEGREES 45 MINUTES 35 SECONDS WEST, FOR A DISTANCE OF 115.12 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED LB. #4150; THENCE DEPARTING SAID NORTHERN BOUNDARY OF SHOAL LANDING EAST PROCEED NORTH 23 DEGREES 28 MINUTES 00 SECONDS EAST, A DISTANCE OF 213.94 FEET TO A NAIL AND DISC STAMPED LB. #7191 ON THE SOUTHERN RIGHT OF WAY LINE OF AIRMAN'S MEMORIAL ROAD (50 FOOT PUBLIC RIGHT-OF-WAY); THENCE PROCEED NORTH 88 DEGREES 59 MINUTES 55 SECONDS EAST, ALONG SAID SOUTHERN RIGHT-OF-WAY LINE FOR A DISTANCE OF 310.90 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING AND BEING IN ANY ROAD RIGHTS OF WAYS.

PARCEL 2:

A TRACT OF LAND LOCATED IN SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, TALLAHASSEE MERIDIAN, OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5, RUN NORTH 88 DEGREES 31'37" WEST 2708.41 FEET; THENCE NORTH 04 DEGREES 45'55" EAST 2871.69 FEET; THENCE SOUTH 88 DEGREES 50'00" EAST 2054.04 FEET TO THE EAST BOUNDARY OF SAID SECTION 5; THENCE SOUTH 08 DEGREES 10'46" EAST ALONG THE EAST BOUNDARY OF SAID SECTION 5; 2919.27 FEET TO THE POINT OF BEGINNING

AND LESS AND EXCEPT

RIVERSIDE NORTH AT SHOAL RIVER COUNTRY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 93 AND AMENDED IN PLAT BOOK 10, PAGE 26 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. AND LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING AND BEING IN ANY ROAD RIGHTS OF WAYS.

PARCEL 3:

A PARCEL OF LAND BEING A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST OF THE TALLAHASSEE MERIDIAN, IN OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 4 AND RUN SOUTH 88 DEGREES 31'37" EAST ALONG THE SOUTH MARGIN OF SAID SECTION 4 FOR 600.00 FEET; THENCE NORTH 08 DEGREES 10'46" WEST 2644.41 FEET; THENCE NORTH 88 DEGREES 56'32" WEST 599.28 FEET TO THE WEST MARGIN OF SAID SECTION 4; THENCE SOUTH 08 DEGREES 10'46" EAST ALONG SAID WEST MARGIN 2640.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST,
OKALOOSA

COUNTY, FLORIDA, LESS AND EXCEPT:

A PARCEL OF LAND BEING A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP
2 NORTH, RANGE 23 WEST OF THE TALLAHASSEE MERIDIAN, IN OKALOOSA COUNTY, FLORIDA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 4 AND RUN NORTH 88 DEGREES 31'37"
WEST ALONG THE SOUTH MARGIN OF SAID SECTION 4 FOR 600.00 FEET; THENCE NORTH 08 DEGREES
10'46" WEST 2644.41 FEET; THENCE NORTH 88 DEGREES 56'32" WEST 599.28 FEET TO THE WEST
MARGIN OF SAID SECTION 4; THENCE SOUTH 08 DEGREES 10'46" EAST ALONG SAID WEST MARGIN
2640.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY,
FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION), MARKING THE SOUTHWEST
CORNER OF LOT 42, BLOCK C, LAKESIDE EAST AT SHOAL RIVER GOLF & COUNTRY CLUB (AMENDED
PLAT), AS RECORDED IN PLAT BOOK 10, PAGE 25, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY,
FLORIDA; THENCE NORTH 87 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 140.38 FEET TO
THE POINT OF BEGINNING; THENCE SOUTH 07 DEGREES 00 MINUTES 09 SECONDS EAST, A DISTANCE OF
586.18 FEET; THENCE NORTH 87 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 718.31 FEET;
THENCE NORTH 07 DEGREES 06 MINUTES 40 SECONDS WEST, A DISTANCE OF 600.58 FEET TO A POINT
ON THE SOUTHERLY RIGHT OF WAY LINE OF SHOAL RIVER DRIVE (66 FOOT PUBLIC RIGHT OF WAY); SAID
POINT BEING A POINT ON A CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2345.77
FEET; THENCE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A
CENTRAL ANGLE OF 0 DEGREES 06 MINUTES 56 SECONDS, A DISTANCE OF 4.73 FEET (CHORD BEARING
AND DISTANCE= NORTH 85 DEGREES 36 MINUTES 09 SECONDS EAST - 4.73 FEET), TO A POINT ON A
CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1216.16 FEET; THENCE ALONG THE
ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7 DEGREES 27 MINUTES 17 SECONDS A DISTANCE
OF 158.23 FEET (CHORD BEARING AND DISTANCE = NORTH 81 DEGREES 49 MINUTES 02 SECONDS EAST -
158.12 FEET), TO A POINT ON A CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF
1150.16 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7 DEGREES 27
MINUTES 17 SECONDS A DISTANCE OF 149.65 FEET (CHORD BEARING AND DISTANCE= NORTH 81
DEGREES 49 MINUTES 02 SECONDS EAST - 149.54 FEET); THENCE NORTH 85 DEGREES 32 MINUTES 41
SECONDS EAST, A DISTANCE OF 91.13 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE
PROCEED SOUTH 02 DEGREES 08 MINUTES 49 SECONDS WEST, A DISTANCE OF 80.22 FEET; THENCE
SOUTH 87 DEGREES 51 MINUTES 11 SECONDS EAST, A DISTANCE OF 323.83 FEET TO THE POINT OF
BEGINNING.

NOTE: ALSO LESS AND EXCEPT ALL PONDS, LAKES, DAMS AND RETENTION AREAS (HEREAFTER "LAKES") CURRENTLY LOCATED WITHIN PARCELS 1,2,3,4 AND 5, WHICH SHALL REMAIN OWNED BY GRANTOR, AMERICAN PACIFIC INTERNATIONAL, LTD., EXCEPT THE: (I)

"COMMON AREA/RETENTION AREA" LOCATED WITHIN CHANAN ESTATES FIRST ADDITION AS RECORDED IN PLAT BOOK 24, PAGE 56; AND (II) THE RETENTION AREA WITHIN FAIRWAY #4 AS DIPICTED ON THE GEORGE, NIELSEN & TOOKE, P.A. SURVEY DATED AUGUST 7, 1991,

SHEET 2 OF 5; IS BEING CONVEYED TO CHANAN ADARA INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, SUBJECT TO THE RIGHTS OF CHANAN ESTATES PROPERTY OWNERS ASSOCIATION, INC., BY VIRTUE OF THE DEDICATION AS SHOWN IN PLAT BOOK 24, PAGE 56, LYING WITHIN PARCEL 1.



First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 2080-4575701

Issuing Office File Number: 2019-1722

The land referred to herein below is situated in the County of Okaloosa, State of Florida, and described as follows:

A parcel or tract of land situated in Section 34, Township 3 North, Range 23 West, and in Section 3 and Section 4, Township 2 North, Range 23 West, Okaloosa County, Florida more particularly described as follows:

Begin at the Southwest corner of said Section 34; thence proceed North 01 degrees 32 minutes 39 seconds East, along the West line of said Section 34, a distance of 2614.99 feet to a point on the Southerly line of an 150.00 foot wide Gulf Power Company Easement; thence departing the West line of said Section 34, proceed North 87 degrees 55 minutes 17 seconds East, along the Southerly line of said Gulf Power Company Easement, a distance of 334.75 feet; thence departing the Southerly line of said Gulf Power Company Easement, proceed South 01 degrees 32 minutes 39 seconds West, a distance of 1312.75 feet; thence proceed South 89 degrees 02 minutes 13 seconds East, a distance of 325.93 feet; thence proceed South 01 degrees 32 minutes 39 seconds West, a distance of 660.00 feet; thence proceed South 89 degrees 02 minutes 13 seconds East, a distance of 660.03 feet; thence proceed South 01 degrees 32 minutes 39 seconds West, a distance of 660.00 feet to a point on the North line of said Section 3; thence proceed North 89 degrees 02 minutes 13 seconds West, along North line of said Section 3, a distance of 661.09 feet; thence departing the North line of said Section 3, proceed South 08 degrees 14 minutes 36 seconds East, a distance of 334.83 feet; thence proceed North 89 degrees 02 minutes 13 seconds West, a distance of 658.97 feet to a point on the East line of said Section 4; thence proceed North 89 degrees 03 minutes 33 seconds West, a distance of 659.03 feet; thence proceed South 08 degrees 12 minutes 41 seconds East, a distance of 334.70 feet; thence proceed North 89 degrees 03 minutes 33 seconds West, a distance of 659.21 feet; thence proceed North 08 degrees 10 minutes 47 seconds West, a distance of 669.44 feet to a point on the North line of said Section 4; thence proceed South 89 degrees 03 minutes 33 seconds East, along the North line of said Section 4, a distance of 1317.68 feet to the point of beginning of the parcel herein described.

Less and except that portion of the above described property contained in Warranty Deed recorded in Official Records Book 2320, Page 465, and less and except that portion of the above described property contained in Warranty Deed recorded in Official Records Book 2452, Page 3533.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions.

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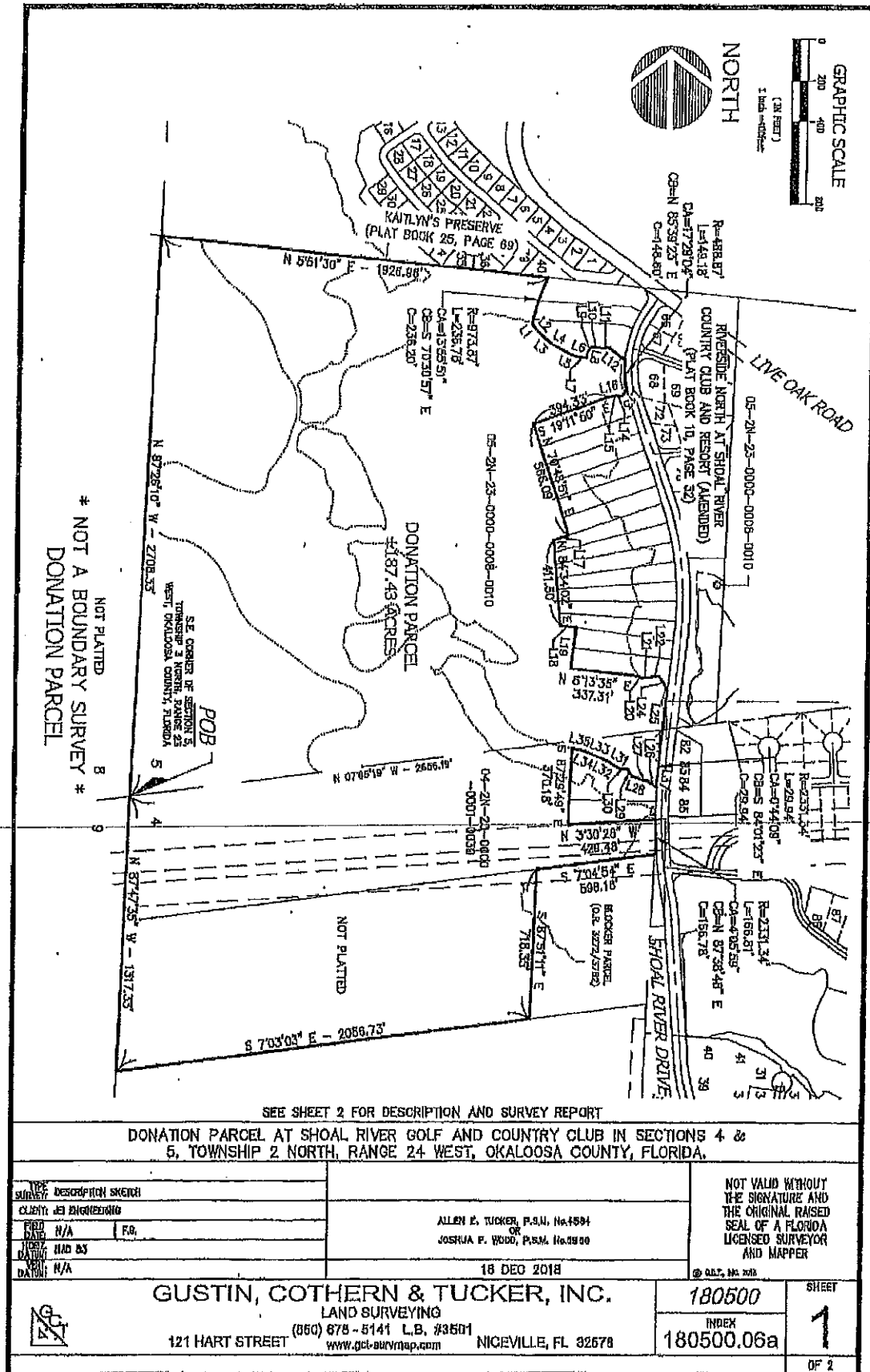
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Form 5030012 (5-16-17)

Page 10 of 10

ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications
Florida

PATRIOT RIDGE								
PROPOSED PHASING SCHEDULE								
EXHIBIT C								
								PUBLIC
PHASE #	GENERAL LOCATION					MAX # OF LOTS	TRAFFIC PAYMENT	SEWER SYSTEM
1	West of Lakes A and B					65	\$ 30,987	Y
2	Between Lake C and Shoal River Drive					28	14,085	Y
3	East of Shoal River Drive (Mixed Use Unit One)					57	25,353	Y
4	East of Shoal River Drive (Mixed Use Unit Two)					73	30,987	Y
5	East of Shoal River Drive (Mixed Use Unit Three)					83	36,621	Y
	INCLUDES PRIVATE NEIGHBORHOOD PARK							
6	East of Shoal River Drive (Mixed Use Unit Four)					51	25,353	Y
7	East of Shoal River Drive (Mixed Use Unit Five)					53	22,536	Y
8	East of Shoal River Drive (Mixed Use Unit Six)					49	22,536	Y
9	Chateaufort Parkway extension					18	8,451	Y
10	Between Lake C and Skyline Circle					24	11,268	N
11	Off Airmens Memorial Road					11	5,634	Y
12	Adjacent to Lake E					8	2,817	N
13	Between Chanan Estates and First Addition					21	11,268	Y
14	South of Shoal River Drive					20	8,451	Y
	INCLUDES PUBLIC NEIGHBORHOOD PARK							
15	Off Timberline Drive					10	5,634	N
16	East and south of Phases 2-9					105	56,340	
TOTAL						676	\$ 318,321	
NOTE: Phase numbers/designation do not necessarily indicate the order the phases will be developed but are used to match the phases per this exhibit to the phases per the Master Plan.								



DESCRIPTION (AS WRITTEN):**DONATION PARCEL**

THAT PORTION OF PARCELS 2, 3 AND 5 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2961, PAGE 4776), IN SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE AND A PROPOSED DEVELOPMENT ADJACENT THERETO, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 25, PAGE 69), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 87°28'10" W ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2708.33 FEET TO THE SOUTHEAST CORNER OF SAID KAITLYN'S PRESERVE; THENCE N 05°51'30" E ALONG THE EAST LINE THEREOF, A DISTANCE OF 1926.98 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 973.67 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'51", AN ARC DISTANCE OF 236.78 FEET, (CHORD BEARING = S 70°30'67" E, CHORD = 236.20 FEET); THENCE N 64°23'37" E, A DISTANCE OF 23.45 FEET; THENCE N 45°14'58" E, A DISTANCE OF 61.31 FEET; THENCE N 39°24'43" E, A DISTANCE OF 68.39 FEET; THENCE N 27°09'58" E, A DISTANCE OF 56.70 FEET; THENCE N 25°00'57" E, A DISTANCE OF 57.12 FEET; THENCE N 19°43'38" E, A DISTANCE OF 32.06 FEET; THENCE N 08°08'28" E, A DISTANCE OF 34.92 FEET; THENCE N 75°50'51" W, A DISTANCE OF 28.94 FEET; THENCE N 48°48'55" W, A DISTANCE OF 33.84 FEET; THENCE N 08°51'29" E, A DISTANCE OF 49.17 FEET; THENCE N 03°22'52" W, A DISTANCE OF 37.49 FEET; THENCE N 37°08'07" E, A DISTANCE OF 87.88 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID SHOAL RIVER DRIVE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.87 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 17°29'04", AN ARC DISTANCE OF 149.18 FEET, (CHORD BEARING = N 85°39'23" E, CHORD = 148.60 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 49°18'56" E, A DISTANCE OF 38.06 FEET; THENCE S 05°10'28" W, A DISTANCE OF 28.45 FEET; THENCE S 20°44'31" W, A DISTANCE OF 4.65 FEET; THENCE S 14°35'20" E, A DISTANCE OF 31.98 FEET; THENCE S 19°11'50" E, A DISTANCE OF 394.33 FEET; THENCE N 70°48'51" E, A DISTANCE OF 666.09 FEET; THENCE S 18°26'58" E, A DISTANCE OF 82.27 FEET; THENCE N 84°34'02" E, A DISTANCE OF 411.60 FEET; THENCE N 07°47'28" E, A DISTANCE OF 82.18 FEET; THENCE S 83°48'25" E, A DISTANCE OF 199.78 FEET; THENCE N 05°13'36" E, A DISTANCE OF 337.31 FEET; THENCE N 49°40'08" E, A DISTANCE OF 13.84 FEET; THENCE N 07°10'34" W, A DISTANCE OF 37.88 FEET; THENCE N 05°38'50" W, A DISTANCE OF 54.30 FEET; THENCE N 57°18'48" E, A DISTANCE OF 76.30 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) CALLS: 1) S 83°50'05" E, A DISTANCE OF 360.25 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; 2) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°44'09", AN ARC DISTANCE OF 29.94 FEET, (CHORD BEARING = S 84°01'23" E, CHORD = 29.94 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY, PROCEED S 80°45'49" E, A DISTANCE OF 86.57 FEET; THENCE S 42°02'38" W, A DISTANCE OF 38.71 FEET; THENCE S 15°48'33" W, A DISTANCE OF 46.93 FEET; THENCE S 17°37'58" W, A DISTANCE OF 47.80 FEET; THENCE S 58°04'25" W, A DISTANCE OF 43.26 FEET; THENCE S 01°20'40" W, A DISTANCE OF 37.09 FEET; THENCE S 30°27'15" W, A DISTANCE OF 66.28 FEET; THENCE S 29°11'13" W, A DISTANCE OF 45.86 FEET; THENCE S 19°48'08" W, A DISTANCE OF 51.51 FEET; THENCE S 21°18'35" W, A DISTANCE OF 47.86 FEET; THENCE S 14°27'50" W, A DISTANCE OF 80.28 FEET; THENCE S 87°28'49" E, A DISTANCE OF 370.18 FEET; THENCE N 03°30'28" W, A DISTANCE OF 429.48 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 04°05'59", AN ARC DISTANCE OF 166.81 FEET, (CHORD BEARING = N 87°38'48" E, CHORD = 166.76 FEET) TO THE NORTHWEST CORNER OF THE BLOCKER PARCEL (OFFICIAL RECORDS BOOK 3272, PAGE 3782); THENCE ALONG THE WEST AND SOUTH LINES THEREOF, THE FOLLOWING TWO (2) CALLS: 1) S 07°04'54" E, A DISTANCE OF 898.18 FEET; 2) S 87°51'11" E, A DISTANCE OF 718.35 FEET TO THE SOUTHEAST CORNER OF SAID BLOCKER PARCEL, LYING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE S 07°03'03" E ALONG SAID EAST LINE, A DISTANCE OF 2059.73 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 4; THENCE N 67°47'35" W ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 1317.33 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 107.43 ACRES, MORE OR LESS.

LINE TABLE

LINE#	DISTANCE	BEARING
L1	23.45	N 64°23'37" E
L2	61.31	N 45°14'58" E
L3	68.39	N 39°24'43" E
L4	56.70	N 27°09'58" E
L5	57.12	N 25°00'57" E
L6	32.06	N 19°43'38" E
L7	34.92	N 08°08'28" E
L8	28.94	N 75°50'51" W
L9	33.84	N 48°48'55" W
L10	49.17	N 08°51'29" E
L11	37.49	N 37°08'07" E
L12	87.88	N 37°08'07" E
L13	38.06	S 49°18'56" E
L14	28.45	S 20°44'31" W
L15	4.65	S 14°35'20" E
L16	31.98	S 19°11'50" E
L17	82.27	S 18°26'58" E
L18	82.18	N 70°48'51" E
L19	199.78	S 83°48'25" E
L20	13.84	N 05°13'36" E
L21	37.88	N 07°10'34" W
L22	54.30	N 05°38'50" W
L24	76.30	N 57°18'48" E
L25	360.25	S 83°50'05" E
L26	29.94	S 42°02'38" W
L27	46.93	S 17°37'58" W
L28	47.80	S 58°04'25" W
L29	43.26	S 01°20'40" W
L30	37.09	S 30°27'15" W
L31	66.28	S 29°11'13" W
L32	45.86	S 19°48'08" W
L33	51.51	S 21°18'35" W
L34	47.86	S 14°27'50" W
L35	80.28	S 87°28'49" E
L37	86.57	S 80°45'49" E

SURVEY REPORT

1. NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
2. THIS SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 6J-17.081 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
3. NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
4. NO APPARENT USES WERE DETERMINED. THIS IS NOT A BOUNDARY SURVEY.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
6. BEARINGS SHOWN HEREON ARE REFERENCED TO THE LINE SOUTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, SAID LINE BEARING N 87°28'10" W AS ESTABLISHED BY STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983. THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
7. THE SURVEY MAP AND SURVEY REPORT ARE NOT FULL & COMPLETE WITHOUT THE OTHER.
8. NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

SEE SHEET 1 FOR PLAN VIEW

GUSTIN, COTHERN & TUCKER, INC.

LAND SURVEYING

121 HART STREET (850) 678-6141 L.B. #3801 NICEVILLE, FL. 32578
www.gcsurvmap.com

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2

OF 2

DONATION PARCEL

THAT PORTION OF PARCELS 2, 3 AND 5 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2961, PAGE 4776), IN SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE AND A PROPOSED DEVELOPMENT ADJACENT THERETO, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 25, PAGE 69), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 87°26'10" W ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2708.33 FEET TO THE SOUTHEAST CORNER OF SAID KAITLYN'S PRESERVE; THENCE N 05°51'30" E ALONG THE EAST LINE THEREOF, A DISTANCE OF 1926.96 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 973.87 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'51", AN ARC DISTANCE OF 236.78 FEET, (CHORD BEARING = S 70°30'57" E, CHORD = 236.20 FEET); THENCE N 54°23'37" E, A DISTANCE OF 23.45 FEET; THENCE N 45°14'58" E, A DISTANCE OF 51.31 FEET; THENCE N 39°24'43" E, A DISTANCE OF 68.39 FEET; THENCE N 27°09'58" E, A DISTANCE OF 56.70 FEET; THENCE N 25°00'57" E, A DISTANCE OF 57.12 FEET; THENCE N 19°43'38" E, A DISTANCE OF 32.08 FEET; THENCE N 06°58'26" E, A DISTANCE OF 34.92 FEET; THENCE N 75°50'51" W, A DISTANCE OF 28.94 FEET; THENCE N 48°46'55" W, A DISTANCE OF 33.64 FEET; THENCE N 06°51'29" E, A DISTANCE OF 49.17 FEET; THENCE N 03°22'52" W, A DISTANCE OF 37.49 FEET; THENCE N 37°08'07" E, A DISTANCE OF 97.98 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID SHOAL RIVER DRIVE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.87 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 17°29'04", AN ARC DISTANCE OF 149.18 FEET, (CHORD BEARING = N 85°39'23" E, CHORD = 148.60 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 49°16'56" E, A DISTANCE OF 36.06 FEET; THENCE S 05°10'28" W, A DISTANCE OF 29.45 FEET; THENCE S 20°44'31" W, A DISTANCE OF 4.65 FEET; THENCE S 14°35'20" E, A DISTANCE OF 31.98 FEET; THENCE S 19°11'50" E, A DISTANCE OF 394.33 FEET; THENCE N 70°48'51" E, A DISTANCE OF 566.09 FEET; THENCE S 18°26'56" E, A DISTANCE OF 82.27 FEET; THENCE N 84°34'02" E, A DISTANCE OF 411.50 FEET; THENCE N 07°47'28" E, A DISTANCE OF 82.18 FEET; THENCE S 83°46'25" E, A DISTANCE OF 199.76 FEET; THENCE N 06°13'35" E, A DISTANCE OF 337.31 FEET; THENCE N 49°40'08" E, A DISTANCE OF 13.84 FEET; THENCE N 07°10'34" W, A DISTANCE OF 37.88 FEET; THENCE N 05°36'50" W, A DISTANCE OF 54.30 FEET; THENCE N 57°18'48" E, A DISTANCE OF 76.30 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) CALLS: 1) S 83°50'05" E, A DISTANCE OF 360.25 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; 2) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°44'09", AN ARC DISTANCE OF 29.94 FEET, (CHORD BEARING = S 84°01'23" E, CHORD = 29.94 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY, PROCEED S 80°45'49" E, A DISTANCE OF 86.87 FEET; THENCE S 42°02'38" W, A DISTANCE OF 38.71 FEET; THENCE S 15°46'33" W, A DISTANCE OF 46.93 FEET; THENCE S 17°37'58" W, A DISTANCE OF 47.80 FEET; THENCE S 58°04'25" W, A DISTANCE OF 43.26 FEET; THENCE S 01°29'40" W, A DISTANCE OF 37.09 FEET; THENCE S 30°27'15" W, A DISTANCE OF 56.26 FEET; THENCE S 29°11'13" W, A DISTANCE OF 45.86 FEET; THENCE S 19°48'06" W, A DISTANCE OF 51.51 FEET; THENCE S 21°15'35" W, A DISTANCE OF 47.85 FEET; THENCE S 14°27'50" W, A DISTANCE OF 50.28 FEET; THENCE S 87°29'49" E, A DISTANCE OF 370.18 FEET; THENCE N 03°30'28" W, A DISTANCE OF 429.48 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE, LYING IN A CURVE CONCAVE NORTHERLY

AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF $04^{\circ}05'59''$, AN ARC DISTANCE OF 166.81 FEET, (CHORD BEARING = N $87^{\circ}38'48''$ E, CHORD = 166.78 FEET) TO THE NORTHWEST CORNER OF THE BLOCKER PARCEL, (OFFICIAL RECORDS BOOK 3272, PAGE 3782); THENCE ALONG THE WEST AND SOUTH LINES THEREOF, THE FOLLOWING TWO (2) CALLS: 1) S $07^{\circ}04'54''$ E, A DISTANCE OF 598.18 FEET; 2) S $87^{\circ}51'11''$ E, A DISTANCE OF 718.35 FEET TO THE SOUTHEAST CORNER OF SAID BLOCKER PARCEL, LYING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE S $07^{\circ}03'03''$ E ALONG SAID EAST LINE, A DISTANCE OF 2056.73 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 4; THENCE N $87^{\circ}47'35''$ W ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 1317.33 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 187.43 ACRES, MORE OR LESS.

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
AND PATRIOT RIDGE, LLP**

THIS SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT ("Agreement") is entered into this 14th day of March, 2023, by and between the Okaloosa County Board of County Commissioners (the "County") and Patriot Ridge, LLP, a Florida Limited Liability Partnership (the "Developer") for the purpose of formalizing certain conditions of approval pertaining to the maintenance of dams and access to the subject properties established by the County at the time the Agreement was approved.

ARTICLE I. RECITALS

WHEREAS, the intent of the Florida Local Government Development Agreement Act (the "Act") is explicitly provided in Section 163.3220(2), Florida Statutes, which states as follows:

(2) The Legislature finds and declares that: (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital investment planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; (b) Assurance to a developer that upon receipt of his development order(s) he may proceed with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(3) Inconformity with, in furtherance of and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(4) This intent is affected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.

(5) Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing; and

WHEREAS, the Okaloosa County Land Development Code has been adopted by Ordinance No. 91-1, as amended, and does contain Section 1.11.05 "Development Agreement" which specifically authorizes the County to enter into development agreements with developers; and

WHEREAS, after duly noticed public hearings conducted on October 10, 2019 and November 5, 2019, the County and Developer entered into a Development Agreement (the Development Agreement) establishing the development rights of the Developer as well as the regulations and obligations that would apply to the development; and

WHEREAS, during the duly noticed meeting of November 5, 2019, the County requested and the Developer agreed to investigate amendments to the Agreement pertaining to the maintenance of certain

dams that occur on the property as well as a commitment to investigate opportunities for improved access to the development; and

WHEREAS, after duly noticed public hearings conducted on August 30, 2020 and September 1, 2020, the Board of County Commissioners adopted the First Amendment to the Development Agreement (First Amendment) that increased the number of allowable units from 570 to 676, added an additional (16th) phase to the development schedule, and required additional transportation improvements; and

WHEREAS, the Developer and the County have agreed upon terms and conditions stated in the revisions to the Agreement contained in this Second Amendment and mutually desire said revisions should be incorporated into the Agreement by way of this Second Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the Developer and the County enter into this Second Amendment to the Development Agreement and do hereby agree that the Development Agreement and First Amendment are hereby amended as follows: *Language to be added is underlined, language to be removed is stricken.*

1. Article III. of the Development Agreement is amended as follows:

ARTICLE III. ESSENTIAL REQUIREMENTS

The essential requirements of law of this Agreement as prescribed by Section 163.3227, Florida Statutes, are addressed as follows:

3.2 Duration of Agreement – The duration of this Agreement shall be for five (5) years commencing with the effective date of this ~~Agreement Amendment~~. This Agreement may be extended by the mutual consent of the parties for an additional five (5) years.

3.3 Development Uses

A. The parties do hereby agree that the Developer intends to develop a residential development consisting of a maximum of ~~570-676~~ 657 single family units and all associated roadways, stormwater treatment, landscaping, and other improvements as may be required by the Land Development Code; and could, but are not obligated to, build and develop accessory uses and structures including storage areas, parking lots and/or garages. Building density shall be no more than four (4) units per acre, and building height shall not exceed 45 feet.

3.4 Public Facilities, Infrastructure Capacity, and Capacity Reservation

C. Transportation and Roads –

6. The Developer agrees to provide a cash payment in the amount of \$1,300,524 which shall be the total cost to Developer for the Mitigation Payment and any operational improvements for the development. The cash payment shall be paid as set forth below in Paragraph 7. The Developer agrees to provide the operational improvements and cash payment set forth below.

~~The estimated costs of the Developer's total out-of-pocket cost for surveying, soil testing, design, other soft costs and constructions for such improvements is \$1,300,524.00.~~

7. Notwithstanding any other provision of this Agreement or the Traffic Impact Analysis, the Developer hereby agrees to make the following payments:

- a) The Developer shall pay \$30,000.00 to the County on or before January 1, 2021 to be used by the County for planned improvements to John King Road. This amount has been paid; and
- b) The Developer shall provide the County with all engineering, surveying and other data which Developer has for any proposed operational improvements including but not limited to offsite Improvements to SR85, Live Oak Church Road and Airmen's Memorial Road including all computer aided design files for such work. Developer and County acknowledge and agree that Developer's actual out of pocket cost for such data is \$64,170.45 which shall be treated as a payment of the Mitigation and operational improvement cost.; and
- c) The Developer shall pay the balance of Mitigation and operational improvement cost of \$1,206,353.55 as follows: \$301,853.55 on or before January 15, 2023, \$301,500.00 on or before April 15, 2023, \$301,500.00 on or before July 15, 2023 and \$301,500.00 on or before October 15, 2023. The proposed operational improvement(s) shall be made in a public/private partnership with the County participating in the construction of the operational improvements as hereinafter set forth.

8. The Developer shall construct or cause to be constructed a roadway system that will be privately maintained within the Project, which will be available to serve all primary and accessory uses. As such, the roadway system shall be owned and maintained as a private common element of the Project by the Owners Associations. The County will not be responsible for any construction or maintenance costs associated with the internal roadways of the Project. The roadways will be designed and constructed to County standards. As all roads will be low speed and low volume, all roads with the development shall be considered local roadways as defined in Section 6.03.03 C of the Okaloosa County Land Development Code.

~~8. Notwithstanding any other provision of this Agreement or the Traffic Impact Analysis, the Developer and the County hereby agree to make the following improvements:~~

- ~~a) The Developer shall pay \$30,000.00 to the County on or before January 1, 2021 to be used by the County for planned improvements to John King Road; and~~
- ~~b) The Developer shall construct southbound dual left turn lanes on SR85 at the intersection with Live Oak Church Road with the outside lane used for Live Oak Church Road turning movements and the inside lane striped for a left u-turn combination, or as otherwise approved by the FDOT, and shall construct a westbound right turn lane on Live Oak Church Road from SR 85 to the current entrance to the CEFCO. Upon approval of this Agreement, Developer shall submit the plans for such improvements to the FDOT and the County within ninety (90) days, shall vigorously pursue obtaining approval of such plans and shall complete these improvements within twelve (12) months after obtaining such approval; and~~
- ~~c) The County shall add a project to the County Capital Improvement Plan to widen the bridge on Live Oak Church Road, located 0.8 miles east of SR 85; and~~

- d) ~~The Developer shall widen Live Oak Church Road to four (4) lanes from SR85 to Shoal River Drive transitioning to two (2) lanes at that intersection with a right turn on to Shoal River Drive. In addition, the Developer shall also construct westbound dual left turn lanes from Live Oak Church Road onto SR85, or as otherwise approved by the FDOT. Upon receipt of the plans from the County for the bridge widening on Live Oak Church Road, the Developer shall submit the plans for such improvements to the FDOT and the County within ninety (90) days, shall vigorously pursue obtaining approval of such plans and shall complete these improvements within twelve (12) months after obtaining such approval or within twelve (12) months after the County completes the bridge widening, whichever comes later.~~
- e) ~~The Developer shall construct a southbound left turn lane on Live Oak Church Road at Airmen's Memorial Road with a minimum queue length of 100' prior to any roadway connection being made from Phase 16 to any other phase in the proposed development.~~

9. The roadway connection to Airman's Memorial Road in Phase 16 shall not be gated nor shall the roadway be restricted to public use in any way. The Developer shall provide an easement over the roadway connection to Airman's Memorial Road for public access and shall construct this roadway with a stabilized base for construction traffic before any building permit is issued for any phase beyond phases 2, 3, and 4. The Developer shall not be responsible for monitoring construction traffic on any roadway. The roadway shall be paved and upgraded to County standards when the property adjacent to the roadway is platted.

Phase 1 shall also have access to Airman's Memorial Road but shall only have emergency access to Skyline Drive over the existing platted right-of-way owned by the County. The Developer shall stabilize the emergency access to permit vehicular access by emergency vehicles and for use as an emergency ingress/egress for owners in Phase 1 in the event that the access to Airmen's Memorial Road is blocked but such access shall otherwise not be available for public or private use.

~~9. The Developer shall construct or cause to be constructed a roadway system that will be privately maintained within the Project, which will be available to serve all primary and accessory uses. As such, the roadway system shall be owned and maintained as a private common element of the Project by the Owners Associations. The County will not be responsible for any construction or maintenance costs associated with the internal roadways of the Project. The roadways will be designed and constructed to County standards. As all roads will be low speed and low volume, all roads within the development shall be considered local roadways as defined in Section 6.23.03-C of the Okaloosa County Land Development Code.~~

(Remainder of Page intentionally blank)

2. Article IV. of the Development Agreement is amended as follows:

ARTICLE IV. AGREEMENT AND COVENANT

4.1 By execution hereof, the County acknowledges and agrees that this ~~particular Agreement~~ Second Amendment will encourage proper use of the Property, promote economic use of land resources of the County, provide for public facilities and use, and encourage private participation in the comprehensive planning process. The County acknowledges and agrees that it is exercising its sound discretion in this instance by entering into this ~~Agreement~~ Second Amendment to achieve mutual benefits that are particular and unique to the circumstances underlying the Original Agreement as amended.

4.4 Any notices required to be given or elected to be given by either of the parties pursuant to the terms of this agreement shall be deemed effective provided when placed in the United States Mail, certified return receipt requested, or placed in the hands of an overnight delivery service.

As to the Developer:

Gregory E. Matovina
Patriot Ridge, LLP
12443 San Jose Boulevard, Suite 504
Jacksonville, FL 32223

As to the County:

Elliot Kampert
Growth Management Director
Okaloosa County, Florida
1250 N Eglin Parkway
Shalimar, FL 32579

And a copy to:

Scott Bitterman, P.S.
County Engineer
1759 S. Ferdon Boulevard
Crestview, FL 32536

County Attorney:

Lynn M. Hoshihara ~~Gregory T. Stewart~~
County Attorney
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

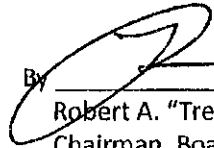
3. Attached hereto as Exhibit "A" and Incorporated herein is the Phasing and Master Plans and Phasing Schedule for development.

4. Only those sections of the Original Development Agreement and First Amendment, as further amended herein (article III and IV) are subject to the changes, along with the inclusion of the Phasing and Master Plans and Phasing Schedule. All other provisions of the existing Development Agreement and First Amendment are in full force and effect and are incorporated herein by reference.


(This space intentionally left blank)

IN WITNESS WHEREOF, the parties have set their hands and seals this 14th day of March, 2023.

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS


By 
Robert A. "Trey" Goodwin III
Chairman, Board of County Commissioners

ATTEST:


J.D. Peacock II
Clerk of Circuit Court



APPROVED AS TO LEGAL SUFFICIENCY:


Lynn M. Hoshihara
County Attorney

DEVELOPER

Patriot Ridge, LLP, a Florida limited liability partnership

Gregory E. Matovina

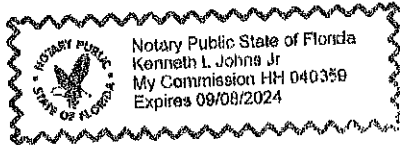
Gregory E. Matovina, as President of Matovina & Company,
Managing Partner of Patriot Ridge, LLP

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA
COUNTY OF DUVAL

Before me on this 19th day of Jan 2021, in ✓ person or via remote notarization appeared Gregory E. Matovina, as President of Matovina & Company, Managing Partner on behalf of Patriot Ridge, LLP, who is personally known to me or provided as identification.

Kenneth L. Johns Jr.



Notary Public, State of Florida
My Commission Expires
Commission Number
Notary Stamp

Exhibit A
Phasing and Master Plans and Phasing Schedule

PATRIOT RIDGE								
PROPOSED PHASING SCHEDULE								
EXHIBIT C								
							MAX #	PUBLIC
PHASE #	GENERAL LOCATION						OF LOTS	SEWER SYSTEM
1	West of Lakes A and B						65	Y
2	Between Lake C and Shoal River Drive						28	Y
3	East of Shoal River Drive (Mixed Use Unit One)						57	Y
4	East of Shoal River Drive (Mixed Use Unit Two)						73	Y
5	East of Shoal River Drive (Mixed Use Unit Three)						53	Y
	INCLUDES PRIVATE NEIGHBORHOOD PARK							
6	East of Shoal River Drive (Mixed Use Unit Four)						73	Y
7	East of Shoal River Drive (Mixed Use Unit Five)						30	Y
8	East of Shoal River Drive (Mixed Use Unit Six)						104	Y
9	Chanteuse Parkway extension						18	Y
10	Between Lake C and Skyline Circle						18	N
11	Off Alrmens Memorial Road						6	Y
12	Adjacent to Lake E						16	N
13	Between Chanan Estates and First Addition						21	Y
14	South of Shoal River Drive						20	Y
	INCLUDES PUBLIC NEIGHBORHOOD PARK							
15	Off Timberline Drive						10	N
16	East and south of Phases 2-9						65	Y
TOTAL							657	

NOTE: Phase numbers/designation do not necessarily indicate the order the phases will be developed but are used to match the phases per this exhibit to the phases per the Master Plan.

PARK DONATION AGREEMENT

THIS PARK DONATION AGREEMENT ("Agreement") is made and effective as of _____, 2023 (the "Effective Date"), by and between **PATRIOT RIDGE, LLP**, a Florida limited liability partnership ("DONOR"), and **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, the Okaloosa County Comprehensive Plan Recreation and Open Space and Element as well as the Okaloosa County Land Development Code, require the establishment of recreational areas in conjunction with residential developments of 50 lots or greater; and

WHEREAS, Donor and County have entered into a development agreement pursuant to Chapter 163, Florida Statutes, establishing the entitlements and obligations of a master planned development known as Patriot Ridge which allows the development of up to 657 single family dwelling units and which requires, among other things the donation of a 186.13± acre parcel to be used as a neighborhood park and which provides public access to the Shoal River; and

WHEREAS, Donor is the fee simple owner of that certain parcel of land in Okaloosa County, Florida, containing 186.13± acres as more particularly described on **Exhibit "A"** attached hereto and shown on the map attached as **Exhibit "A-1"** (the "Property"), which is part of the master planned community known as Patriot Ridge; and

WHEREAS, Donor desires and proposes to donate the Property to the County in fee simple as a park in fulfillment of the development agreement; and

WHEREAS, both the Donor and the County have a vested interest in realization of a high-quality public recreational space in association with the Patriot Ridge development, commit to working jointly in good faith to complete their respective responsibilities as more particularly set forth in this Agreement; and

WHEREAS, the County finds it is in the best interest of the public to enter into this Agreement with Donor to establish the specific terms on which the Property will be conveyed to the County.

NOW THEREFORE, in consideration of the recitals above and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.
2. Donation. Upon and subject to the terms of this Agreement, Donor agrees to donate and convey to the County and the County agrees to accept all Donor's rights, title, and interest to

the Property. The closing of the conveyance of the Property ("Closing") shall take place via mail away delivery of closing documents, within one hundred eighty calendar (180) calendar days from the date of approval of this Agreement.

3. Right of Entry. Donor agrees that from the date this Agreement is executed by Donor, the County and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Donor shall deliver possession of the Property to County at Closing.

4. Title, Appraisal & Survey.

(a) Attached to this Agreement as **Exhibit "B"** is a current title insurance commitment (the "Title Commitment") issued by Old Republic National Title Company (the "Title Insurer") through title agent Nabors Giblin & Nickerson, P.A. through the Attorneys' Title Fund, covering the Property. The title policy issued for the Property at Closing shall be in an amount equal to the \$2.05 million that amount established within the Development Agreement between the parties. The cost of the Title Commitment and title insurance policy shall be borne by Donor. The Title Commitment shall commit the Title Insurer to issue an owner's title insurance policy to the County (which shall be delivered within a reasonable time after Closing) covering the Property, reflecting title to the Property to be marketable and insurable, subject to the Permitted Encumbrances and, the standard printed exceptions contained in the title insurance policy unless otherwise addressed by the County. Donor shall execute at or prior to Closing, in favor of the Title Insurer, such affidavit or affidavits, and such other documents, acceptable to the Title Insurer as are sufficient to allow for deletion of standard exceptions from the Title Commitment other than the Permitted Encumbrances.

(1) The "Permitted Encumbrances" include the following:

- i. All existing building restrictions, zoning regulations, and local laws, governing the Property and the use thereof.
- ii. Items 3, 5, 6, 8, 9, 10 of Schedule B II of the title insurance commitment.

(2) With the exception of the items listed under ii. Above, Donor shall satisfy the County title exceptions set forth in Schedule II of the Title Commitment attached as **Exhibit "B"** prior to Closing.

(b) Attached as **Exhibit "A-1"** is a survey of the boundary of the Property performed by a professional surveyor and mapper licensed by the State of Florida and done in accordance with the Florida Minimum Technical Standards for Land Surveys. The survey identifies any easements located on the Property.

(C) Donor shall obtain an appraisal for the value of the Property that will be used to establish the value of the Property. The appraisal shall be completed within ninety (90) days of execution of this agreement and shall be used for valuation of the Donation.

5. Prorations. All governmental and association taxes, assessments, and charges for the year of Closing shall be paid by Donor pursuant to Florida law at or before Closing.

6. Closing Procedure and Documents. At Closing:

(a) Donor shall execute and deliver or cause to be delivered to the County a general warranty deed ("Deed") in accordance with Section 689.02, Florida Statutes, conveying the fee simple title to the Property including all timber and mineral rights, providing that the Property shall be used solely for public park, recreation, and community uses and any related supporting infrastructure;

(b) Donor shall execute and deliver to the Title Insurer an affidavit, confirming, among other things, that there have been no changes to the conditions of title from that shown in the Title Commitment in order for the Title Company to delete the "gap" exception;

(c) Donor shall execute and deliver instruments satisfactory to the County and the Title Insurer reflecting the proper power, good standing and authorization for the conveyance of the Property from Donor to the County hereunder;

(d) Donor shall execute and deliver to the County and the Title Insurer a FIRPTA affidavit in form and substance acceptable to the County and the Title Insurer;

(e) Donor and the County shall mutually execute and deliver to each other a closing statement in customary form; and

(f) Donor shall execute and deliver such other documents as may be required to effectuate the purpose of this Agreement, including but not limited to any donation forms required by the IRS as instructed by Donor's accountant, particularly IRS Form 8283. In turn, the County acknowledges and agrees to execute the Donee Acknowledgement on the IRS 8283, once completed by Donor's accountant and submitted to the County for execution at the time of or after the donation.

7. Closing Expenses. The Donor shall pay the documentary stamp tax on the Deed, the costs of the survey, its legal expenses, recording costs for the Deed, and owner's title insurance premium and search fee. The County shall pay its legal expenses, any of its Property investigation expenses, and all of its other costs associated with this transaction.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

10. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Donor and the County.

11. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. Assignability. Except as may be specifically provided in this Agreement, this Agreement may not be assigned by Donor or the County without the written consent of the other party.

13. Time. Time is of the essence of all provisions of this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in Okaloosa County.

15. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; e-mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Donor: Gregory E. Matovina,
Patriot Ridge LLP
12443 San Jose Boulevard, Suite 504
Jacksonville, FL 32223

County: John Hofstad
County Administrator
1250 N. Eglin Parkway
Shalimar, Florida 32579

With a copy to: Elliot L. Kampert, AICP
Growth Management Director
1250 N. Eglin Parkway
Shalimar, FL 32579

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

17. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

18. Interpretation. This Agreement has been negotiated by the parties hereto at arm's length. The parties represent and warrant to one another that each has, by counsel or otherwise,

actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document. Captions used in this Agreement are for convenience or reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

19. Real Estate Commission. The County and Donor represent and warrant each to the other that neither has entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of the Closing of the Property. Each party hereto agrees to indemnify and hold harmless the other against any commission, fee or charge and all related costs and expenses arising out of the actions of the indemnifying party.

20. Remedies.

(a) If any party to this Agreement materially defaults under the terms hereof, then the non-defaulting party shall give the defaulting party thirty (30) calendar days' notice and a right to cure such breach with that time period.

(b) Should the County fail to timely cure a default in meeting their obligations set forth herein, Donor may seek any and all remedies available to it in law or equity.

(c) Notwithstanding the foregoing, neither party shall be liable for consequential or punitive damages under this Agreement.

21. Donor Representations and Warranties. Donor hereby represents and warrants to the County as follows (and except as specifically set forth below, the County shall accept the Property in its as is, where is, with all faults conditions):

(a) Donor is a limited liability partnership duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business and in good standing in Florida.

(b) Donor has the authority and power, without the necessity of consent by any person, to enter into and carry out the terms of this Agreement. The persons who have or will have executed and/or delivered this Agreement, the Deed, and any and all other instruments, affidavits, certified resolutions and any other documents shall have been duly authorized to do so.

(c) Donor has not granted to any other person or other legal entity any contract right or option whatsoever to acquire the Property or any portion or portions thereof or any interest therein, except as provided herein, in the public records, or in the Title Commitment. Donor shall not transfer or encumber any interest in the Property prior to Closing.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Donor of

any provisions of any agreement or other instrument to which it is a party or to which it may be subject although not a party, or result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Donor.

(e) Donor assumes all risk of loss or damage to the Property prior to the Closing Date and warrants that the Property shall be transferred and conveyed to the County in the same or essentially the same condition as of the date of Donor's execution of this Agreement, ordinary wear and tear excepted, and Donor shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish its market or conservation value. Donor will maintain the landscaping (if any) and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property. If the condition of the Property is materially altered by an act of God or other natural force beyond the control of Donor prior to Closing, however, the County may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement.

(f) Subject to anything disclosed by the Survey, Donor represents and warrants that there are no parties other than Donor in occupancy or possession of any part of the Property.

(g) Donor warrants to the best of Donor's knowledge and except as known by the County that there are no private or governmental actions, suits, proceedings, or investigations pending against Donor or the Property which could have an adverse effect on the Property.

22. County Representations and Warranties. The County represents and warrants to Donor that the County has approved this Agreement and the authority and power, without the necessity of consent by any person, entity or body, to enter into and carry out the terms of this Agreement and this Agreement is valid and binding on the County.

23. Survival. The terms and conditions of this Agreement shall survive Closing, provided that Donor's representations and warranties shall only survive for a period of two (2) years

24. **WAIVER OF TRIAL BY JURY. BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF THE RIGHT TO A TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE, OR AGENT OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

DONOR:

PATRIOT RIDGE, LLP

By: Gregory E. Matovina
Gregory E. Matovina, as President
of Matovina & Company, Managing
General Partner of Patriot Ridge, LLP

Kenneth L. Johns Jr.
Witness as to Donor

KENNETH L. JOHNS, JR.

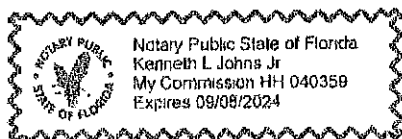
Printed Name

Katherine Hajraoui
Witness as to Donor

Katherine Hajraoui
Printed Name

STATE OF FLORIDA)
COUNTY OF DUVAL)

This instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of Jan., 2023 by Gregory E. Matovina, as President of Matovina & Company, Managing General Partner of Patriot Ridge, LLP, on its behalf, who ☐ is personally known to me or ☐ has produced _____ as identification.



By: Kenneth L. Johns Jr.
Notary Public, State of Florida
Print: KENNETH L. JOHNS, JR.

REPRESENTED, EXPRESSLY OR OTHERWISE, TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF THE RIGHT TO A JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS, AND/OR MODIFICATIONS TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE CLOSING.

[Signatures commence on following page]

COUNTY:

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

Robert A. "Trey" Goodwin, III
Chairman, Board of County Commissioners

ATTEST:

J.D. Peacock II
Clerk of Circuit Court

APPROVED AS TO FORM:

Lynn M. Hoshihara
County Attorney

Exhibit "A"
Legal Description of Land Donor is Donating to the County

THAT PORTION OF PARCELS 2, 3 AND 5 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2961, PAGE 4776), IN SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 25, PAGE 69), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 87°26'10" W ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2708.33 FEET TO THE SOUTHEAST CORNER OF SAID KAITLYN'S PRESERVE; THENCE N 05°51'30" E ALONG THE EAST LINE THEREOF, A DISTANCE OF 1831.47 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED S 73°32'17" E, A DISTANCE OF 215.96 FEET; THENCE N 03°18'17" E, A DISTANCE OF 82.16 FEET; THENCE S 73°32'17" E, A DISTANCE OF 19.95 FEET; THENCE N 43°11'14" E, A DISTANCE OF 152.08 FEET; THENCE N 02°25'49" E, A DISTANCE OF 361.23 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID SHOAL RIVER DRIVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.87 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 24°17'29", AN ARC DISTANCE OF 207.26 FEET, (CHORD BEARING = N 88°49'20" E, CHORD = 205.71 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 18°58'49" E, A DISTANCE OF 487.67 FEET; THENCE N 70°48'51" E, A DISTANCE OF 386.07 FEET; THENCE S 18°26'32" E, A DISTANCE OF 72.01 FEET; THENCE N 70°48'51" E, A DISTANCE OF 180.03 FEET; THENCE S 18°26'49" E, A DISTANCE OF 96.46 FEET; THENCE N 84°34'02" E, A DISTANCE OF 372.45 FEET; THENCE N 07°46'58" E, A DISTANCE OF 123.41 FEET; THENCE S 83°46'25" E, A DISTANCE OF 200.91 FEET; THENCE N 06°13'35" E, A DISTANCE OF 433.57 FEET; THENCE N 05°36'50" W, A DISTANCE OF 50.01 FEET; THENCE N 06°09'55" E, A DISTANCE OF 47.86 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF SHOAL RIVER DRIVE; THENCE S 83°50'05" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 419.67 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 02°55'33", AN ARC DISTANCE OF 119.05 FEET, (CHORD BEARING = S 85°07'05" E, CHORD = 119.04 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 23°59'22" W, A DISTANCE OF 456.50 FEET; THENCE S 87°29'49" E, A DISTANCE OF 363.61 FEET; THENCE N 03°30'28" W, A DISTANCE OF 429.64 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF SHOAL RIVER DRIVE, SAID POINT LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 04°05'59", AN ARC DISTANCE OF 166.81 FEET, (CHORD BEARING = N 87°38'48" E, CHORD = 166.78 FEET) TO THE NORTHWEST CORNER OF THE BLOCKER PARCEL (OFFICIAL RECORDS BOOK 3272, PAGE 3782); THENCE ALONG THE WEST AND SOUTH LINES THEREOF, THE FOLLOWING TWO (2) CALLS: 1) S 07°04'54" E, A DISTANCE OF 598.18 FEET; 2) S

87°51'11" E, A DISTANCE OF 718.35 FEET TO THE SOUTHEAST CORNER OF SAID BLOCKER PARCEL, LYING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE S 07°03'03" E ALONG SAID EAST LINE, A DISTANCE OF 2056.73 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 4; THENCE N 87°47'35" W ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 1317.33 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 186.13 ACRES, MORE OR LESS.

Exhibit "A-1"

Survey of the Property being donated by Donor to the County

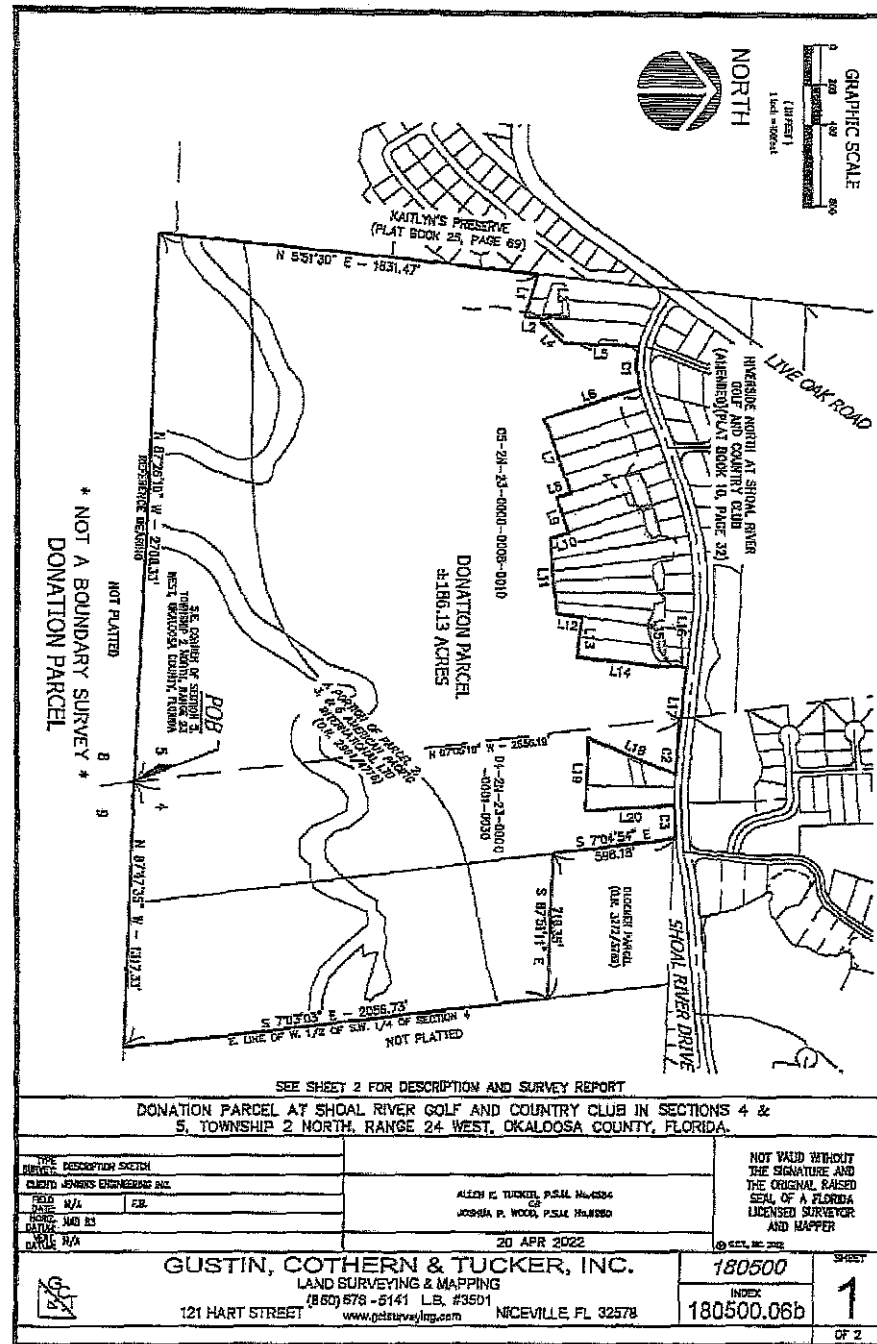


Exhibit "B"

Old Republic National Title Insurance Company Title Commitment No. 1203075

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE
POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Issued through the Office of

NABORS GIBLIN & NICKERSON, P.A. - 17045
1500 MAHAN DRIVE
SUITE 200
TALLAHASSEE, FL 32308

Authorized Signatory



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
401 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C. Monroe President

Attest Daniel Wald Secretary

Commitment Conditions

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION

COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 1203075	Revision Number: None	Issuing Office File Number: 019-15120-2022(1)	Issuing Office: 1704501
Property Address: 0 Shoal River Drive Crestview, FL 32539	Loan ID Number:	ALTA Universal ID: None	Issuing Agent: Nabors Giblin & Nickerson, P.A.

1. Commitment Date: January 10, 2022 at 11:00 PM

2. Policy to be Issued:

Proposed Policy Amount:

OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications)

\$842,683.00

Proposed Insured: Okaloosa County, a political subdivision of the state of Florida

MORTGAGEE: ALTA Loan Policy (06/17/06). (With Florida Modifications)

\$842,683.00

Proposed Insured: To be determined, its successors and/or assigns as their interest may appear

MORTGAGEE:

Proposed Insured:

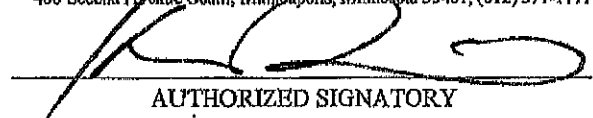
3. The estate or interest in the Land described or referred to in this Commitment is **FEES SIMPLE** (Identify estate covered, i.e., fee, leasehold, etc.)

4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Patriot Ridge LLP, a Florida limited liability partnership

5. The Land is described as follows:
See Exhibit A

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111



AUTHORIZED SIGNATORY
Nabors Giblin & Nickerson, P.A.

1704501

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: 019-15120-2022(1)

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Patriot Ridge LLP, a Florida limited liability partnership, a Florida limited partnership, executed by a general partner(s) with authority, to the proposed insured purchaser(s).
5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
6. Satisfactory evidence must be furnished establishing that Patriot Ridge LLP, a Florida limited liability partnership is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
7. Confirm compliance with the partnership agreement concerning the alienation of real property. Record an affidavit from one or more of the general partners stating: (1) that the general partner(s) executing the instrument(s) to be insured is/are authorized to do so under the partnership agreement or that all partners have consented to the instruments to be insured; (2) the names of the existing general partners; (3) that any partners that are legal or commercial entities have not been dissolved; (4) that neither the partnership nor any partners has been a debtor in bankruptcy; and (5) that the partnership has been in full force and effect under a valid partnership agreement during the entire time that the partnership has held title to the real property.
8. Confirm that the limited liability partnership has filed a statement of qualification with the Secretary of State to become a limited liability partnership and is in good standing as a limited liability partnership as of the date of the transaction to be insured.
9. If any general partner(s) is a legal or commercial entity, require a good standing certificate from the date of purchase through to the present time.
10. FOR INFORMATIONAL PURPOSES ONLY: 2021 taxes were paid under receipt number 315-21001797, on December 8, 2021, Parcel/Account ID# 05-2N-23-0000-0008-0010, the gross amount being \$7,160.58.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: 019-15120-2022(1)

11. FOR INFORMATIONAL PURPOSES ONLY; 2021 taxes were paid under receipt number 315-21001797, on December 8, 2021, Parcel/Account ID# 04-2N-23-0000-0001-003A, the gross amount being \$1,652.05.
12. FOR INFORMATIONAL PURPOSES ONLY, the following constitutes a 24-month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: Nothing Found

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: 019-15120-2022(1)

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Ingress & Egress Easement Agreement recorded in O.R. Book 2961, Page 4781, Public Records of Okaloosa County, Florida.
6. Easement recorded in O.R. Book 614, Page 261, Public Records of Okaloosa County, Florida.
7. Oil, gas, mineral, or other reservations as set forth in deed by Triad Timber Company, a New York General Partnership recorded in O.R. Book 1242, Page 1662, Public Records of Okaloosa County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
8. Easement recorded in O.R. Book 1252, Page 1625, Public Records of Okaloosa County, Florida.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: 019-15120-2022(1)

9. Distribution Easement recorded in O.R. Book 1252, Page 1628, Public Records of Okaloosa County, Florida.
10. Easement recorded in O.R. Book 1272, Page 626, Public Records of Okaloosa County, Florida.
11. Actual Acreage Content is neither insured nor guaranteed.
12. Rights of the lessees under unrecorded leases.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT
Exhibit A

Commitment Number:

1203075

Issuing Office File Number:

019-15120-2022(1)

THAT PORTION OF PARCELS 2, 3 AND 5 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2961, PAGE 4776), IN SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE AND A PROPOSED DEVELOPMENT ADJACENT THERETO, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 25, PAGE 69), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 87°26'10" W ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2708.33 FEET TO THE SOUTHEAST CORNER OF SAID KAITLYN'S PRESERVE; THENCE N 05°51'30" E ALONG THE EAST LINE THEREOF, A DISTANCE OF 1926.96 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 973.87 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'51", AN ARC DISTANCE OF 236.78 FEET, (CHORD BEARING = S 70°30'57" E, CHORD = 236.20 FEET); THENCE N 54°23'37" E, A DISTANCE OF 23.45 FEET; THENCE N 45°14'58" E, A DISTANCE OF 51.31 FEET; THENCE N 39°24'43" E, A DISTANCE OF 68.39 FEET; THENCE N 27°09'58" E, A DISTANCE OF 56.70 FEET; THENCE N 25°00'57" E, A DISTANCE OF 57.12 FEET; THENCE N 19°43'38" E, A DISTANCE OF 32.08 FEET; THENCE N 06°58'26" E, A DISTANCE OF 34.92 FEET; THENCE N 75°50'15" W, A DISTANCE OF 28.94 FEET; THENCE N 48°46'55" W, A DISTANCE OF 33.64 FEET; THENCE N 06°51'29" E, A DISTANCE OF 49.17 FEET; THENCE N 03°22'52" W, A DISTANCE OF 37.49 FEET; THENCE N 37°08'07" E, A DISTANCE OF 97.98 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID SHOAL RIVER DRIVE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.87 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 17°29'04", AN ARC DISTANCE OF 149.18 FEET, (CHORD BEARING = N 85°03'23" E, CHORD = 148.60 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEEDS 49°16'56" E, A DISTANCE OF 36.06 FEET; THENCE S 05°10'28" W, A DISTANCE OF 29.45 FEET; THENCE S 20°44'31" W, A DISTANCE OF 4.65 FEET; THENCE S 14°03'20" E, A DISTANCE OF 31.98 FEET; THENCE S 19°11'15" E, A DISTANCE OF 394.33 FEET; THENCE N 70°48'51" E, A DISTANCE OF 566.09 FEET; THENCE S 18°26'56" E, A DISTANCE OF 82.27 FEET; THENCE N 84°03'02" E, A DISTANCE OF 411.50 FEET; THENCE N 07°04'28" E, A DISTANCE OF 82.18 FEET; THENCE S 83°04'25" E, A DISTANCE OF 199.76 FEET; THENCE N 06°13'35" E, A DISTANCE OF 337.31 FEET; THENCE N 49°40'08" E, A DISTANCE OF 13.84 FEET; THENCE N 07°10'34" W, A DISTANCE OF 37.88 FEET; THENCE N 05°36'50" W, A DISTANCE OF 54.30 FEET; THENCE N 57°18'48" E, A DISTANCE OF 76.30 FEET TO A POINT ON THE AFORESAID SOUTHERLY

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT

Exhibit A

Commitment Number:

1203075

Issuing Office File Number:

019-15120-2022(1)

RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) CALLS: 1) S 83°50'05" E, A DISTANCE OF 360.25 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; 2) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°44'09", AN ARC DISTANCE OF 29.94 FEET, (CHORD BEARING = S 84°01'23" E, CHORD = 29.94 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY, PROCEED S 80°45'149" E, A DISTANCE OF 86.87 FEET; THENCE S 42°02'38" W, A DISTANCE OF 38.71 FEET; THENCE S 15°46'33" W, A DISTANCE OF 46.93 FEET; THENCE S 17°37'58" W, A DISTANCE OF 47.80 FEET; THENCE S 58°04'25" W, A DISTANCE OF 43.26 FEET; THENCE S 01°29'40" W, A DISTANCE OF 37.09 FEET; THENCE S 30°27'15" W, A DISTANCE OF 56.26 FEET; THENCE S 29°11'13" W, A DISTANCE OF 45.86 FEET; THENCE S 19°48'06" W, A DISTANCE OF 51.51 FEET; THENCE S 21°15'135" W, A DISTANCE OF 47.85 FEET; THENCE S 14°27'50" W, A DISTANCE OF 50.28 FEET; THENCE S 87°29'49" E, A DISTANCE OF 370.18 FEET; THENCE N 03°30'128" W, A DISTANCE OF 429.48 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 04°05'591", AN ARC DISTANCE OF 166.81 FEET, (CHORD BEARING N 87°38'148" E, CHORD = 156.78 FEET) TO THE NORTHWEST CORNER OF THE BLOCKER PARCEL (OFFICIAL RECORDS BOOK 3272, PAGE 3782); THENCE ALONG THE WEST AND SOUTH LINES THEREOF, THE FOLLOWING TWO (2) CALLS: 1) S 07°04'154" E, A DISTANCE OF 598.18 FEET; 2) S 87°51'111" E, A DISTANCE OF 718.35 FEET TO THE SOUTHEAST CORNER OF SAID BLOCKER PARCEL, LYING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE S 07°03'03" E ALONG SAID EAST LINE, A DISTANCE OF 2056.73 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 4; THENCE N 87°47'35" W ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 1317.33 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 187.43 ACRES, MORE OR LESS.

PARK DONATION AGREEMENT

THIS PARK DONATION AGREEMENT ("Agreement") is made and effective as of _____, 2023 (the "Effective Date"), by and between **PATRIOT RIDGE, LLP**, a Florida limited liability partnership ("DONOR"), and **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, the Okaloosa County Comprehensive Plan Recreation and Open Space and Element as well as the Okaloosa County Land Development Code, require the establishment of recreational areas in conjunction with residential developments of 50 lots or greater; and

WHEREAS, Donor and County have entered into a development agreement pursuant to Chapter 163, Florida Statutes, establishing the entitlements and obligations of a master planned development known as Patriot Ridge which allows the development of up to 657 single family dwelling units and which requires, among other things the donation of a 186.13± acre parcel to be used as a neighborhood park and which provides public access to the Shoal River; and

WHEREAS, Donor is the fee simple owner of that certain parcel of land in Okaloosa County, Florida, containing 186.13± acres as more particularly described on **Exhibit "A"** attached hereto and shown on the map attached as **Exhibit "A-1"** (the "Property"), which is part of the master planned community known as Patriot Ridge; and

WHEREAS, Donor desires and proposes to donate the Property to the County in fee simple as a park in fulfillment of the development agreement; and

WHEREAS, both the Donor and the County have a vested interest in realization of a high-quality public recreational space in association with the Patriot Ridge development, commit to working jointly in good faith to complete their respective responsibilities as more particularly set forth in this Agreement; and

WHEREAS, the County finds it is in the best interest of the public to enter into this Agreement with Donor to establish the specific terms on which the Property will be conveyed to the County.

NOW THEREFORE, in consideration of the recitals above and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.
2. Donation. Upon and subject to the terms of this Agreement, Donor agrees to donate and convey to the County and the County agrees to accept all Donor's rights, title, and interest to

the Property. The closing of the conveyance of the Property ("Closing") shall take place via mail away delivery of closing documents, within one hundred eighty calendar (180) calendar days from the date of approval of this Agreement.

3. Right of Entry. Donor agrees that from the date this Agreement is executed by Donor, the County and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Donor shall deliver possession of the Property to County at Closing.

4. Title, Appraisal & Survey.

(a) Attached to this Agreement as **Exhibit "B"** is a current title insurance commitment (the "Title Commitment") issued by Old Republic National Title Company (the "Title Insurer") through title agent Nabors Giblin & Nickerson, P.A. through the Attorneys' Title Fund, covering the Property. The title policy issued for the Property at Closing shall be in an amount equal to the \$2.05 million that amount established within the Development Agreement between the parties. The cost of the Title Commitment and title insurance policy shall be borne by Donor. The Title Commitment shall commit the Title Insurer to issue an owner's title insurance policy to the County (which shall be delivered within a reasonable time after Closing) covering the Property, reflecting title to the Property to be marketable and insurable, subject to the Permitted Encumbrances and, the standard printed exceptions contained in the title insurance policy unless otherwise addressed by the County. Donor shall execute at or prior to Closing, in favor of the Title Insurer, such affidavit or affidavits, and such other documents, acceptable to the Title Insurer as are sufficient to allow for deletion of standard exceptions from the Title Commitment other than the Permitted Encumbrances.

(1) The "Permitted Encumbrances" include the following:

i. All existing building restrictions, zoning regulations, and local laws, governing the Property and the use thereof.

ii. Items 3, 5, 6, 8, 9, 10 of Schedule B II of the title insurance commitment.

(2) With the exception of the items listed under ii. Above, Donor shall satisfy the County title exceptions set forth in Schedule II of the Title Commitment attached as **Exhibit "B"** prior to Closing.

(b) Attached as **Exhibit "A-1"** is a survey of the boundary of the Property performed by a professional surveyor and mapper licensed by the State of Florida and done in accordance with the Florida Minimum Technical Standards for Land Surveys. The survey identifies any easements located on the Property.

(C) Donor shall obtain an appraisal for the value of the Property that will be used to establish the value of the Property. The appraisal shall be completed within ninety (90) days of execution of this agreement and shall be used for valuation of the Donation.

5. Prorations. All governmental and association taxes, assessments, and charges for the year of Closing shall be paid by Donor pursuant to Florida law at or before Closing.

6. Closing Procedure and Documents. At Closing:

(a) Donor shall execute and deliver or cause to be delivered to the County a general warranty deed ("Deed") in accordance with Section 689.02, Florida Statutes, conveying the fee simple title to the Property including all timber and mineral rights, providing that the Property shall be used solely for public park, recreation, and community uses and any related supporting infrastructure;

(b) Donor shall execute and deliver to the Title Insurer an affidavit, confirming, among other things, that there have been no changes to the conditions of title from that shown in the Title Commitment in order for the Title Company to delete the "gap" exception;

(c) Donor shall execute and deliver instruments satisfactory to the County and the Title Insurer reflecting the proper power, good standing and authorization for the conveyance of the Property from Donor to the County hereunder;

(d) Donor shall execute and deliver to the County and the Title Insurer a FIRPTA affidavit in form and substance acceptable to the County and the Title Insurer;

(e) Donor and the County shall mutually execute and deliver to each other a closing statement in customary form; and

(f) Donor shall execute and deliver such other documents as may be required to effectuate the purpose of this Agreement, including but not limited to any donation forms required by the IRS as instructed by Donor's accountant, particularly IRS Form 8283. In turn, the County acknowledges and agrees to execute the Donee Acknowledgement on the IRS 8283, once completed by Donor's accountant and submitted to the County for execution at the time of or after the donation.

7. Closing Expenses. The Donor shall pay the documentary stamp tax on the Deed, the costs of the survey, its legal expenses, recording costs for the Deed, and owner's title insurance premium and search fee. The County shall pay its legal expenses, any of its Property investigation expenses, and all of its other costs associated with this transaction.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

10. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Donor and the County.

11. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. Assignability. Except as may be specifically provided in this Agreement, this Agreement may not be assigned by Donor or the County without the written consent of the other party.

13. Time. Time is of the essence of all provisions of this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in Okaloosa County.

15. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; e-mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Donor: Gregory E. Matovina,
Patriot Ridge LLP
12443 San Jose Boulevard, Suite 504
Jacksonville, FL 32223

County: John Hofstad
County Administrator
1250 N. Eglin Parkway
Shalimar, Florida 32579

With a copy to: Elliot L. Kampert, AICP
Growth Management Director
1250 N. Eglin Parkway
Shalimar, FL 32579

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

17. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

18. Interpretation. This Agreement has been negotiated by the parties hereto at arm's length. The parties represent and warrant to one another that each has, by counsel or otherwise,

actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document. Captions used in this Agreement are for convenience or reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

19. Real Estate Commission. The County and Donor represent and warrant each to the other that neither has entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of the Closing of the Property. Each party hereto agrees to indemnify and hold harmless the other against any commission, fee or charge and all related costs and expenses arising out of the actions of the indemnifying party.

20. Remedies.

(a) If any party to this Agreement materially defaults under the terms hereof, then the non-defaulting party shall give the defaulting party thirty (30) calendar days' notice and a right to cure such breach with that time period.

(b) Should the County fail to timely cure a default in meeting their obligations set forth herein, Donor may seek any and all remedies available to it in law or equity.

(c) Notwithstanding the foregoing, neither party shall be liable for consequential or punitive damages under this Agreement.

21. Donor Representations and Warranties. Donor hereby represents and warrants to the County as follows (and except as specifically set forth below, the County shall accept the Property in its as is, where is, with all faults conditions):

(a) Donor is a limited liability partnership duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business and in good standing in Florida.

(b) Donor has the authority and power, without the necessity of consent by any person, to enter into and carry out the terms of this Agreement. The persons who have or will have executed and/or delivered this Agreement, the Deed, and any and all other instruments, affidavits, certified resolutions and any other documents shall have been duly authorized to do so.

(c) Donor has not granted to any other person or other legal entity any contract right or option whatsoever to acquire the Property or any portion or portions thereof or any interest therein, except as provided herein, in the public records, or in the Title Commitment. Donor shall not transfer or encumber any interest in the Property prior to Closing.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Donor of

any provisions of any agreement or other instrument to which it is a party or to which it may be subject although not a party, or result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Donor.

(e) Donor assumes all risk of loss or damage to the Property prior to the Closing Date and warrants that the Property shall be transferred and conveyed to the County in the same or essentially the same condition as of the date of Donor's execution of this Agreement, ordinary wear and tear excepted, and Donor shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish its market or conservation value. Donor will maintain the landscaping (if any) and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property. If the condition of the Property is materially altered by an act of God or other natural force beyond the control of Donor prior to Closing, however, the County may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement.

(f) Subject to anything disclosed by the Survey, Donor represents and warrants that there are no parties other than Donor in occupancy or possession of any part of the Property.

(g) Donor warrants to the best of Donor's knowledge and except as known by the County that there are no private or governmental actions, suits, proceedings, or investigations pending against Donor or the Property which could have an adverse effect on the Property.

22. County Representations and Warranties. The County represents and warrants to Donor that the County has approved this Agreement and the authority and power, without the necessity of consent by any person, entity or body, to enter into and carry out the terms of this Agreement and this Agreement is valid and binding on the County.

23. Survival. The terms and conditions of this Agreement shall survive Closing, provided that Donor's representations and warranties shall only survive for a period of two (2) years

24. **WAIVER OF TRIAL BY JURY.** BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF THE RIGHT TO A TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE, OR AGENT OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS

REPRESENTED, EXPRESSLY OR OTHERWISE, TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF THE RIGHT TO A JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS, AND/OR MODIFICATIONS TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE CLOSING.

[Signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

DONOR:

PATRIOT RIDGE, LLP

By: Gregory E. Matovina
Gregory E. Matovina, as President
of Matovina & Company, Managing
General Partner of Patriot Ridge, LLP

Kenneth L. Johns Jr.
Witness as to Donor

KENNETH L. JOHNS, JR.

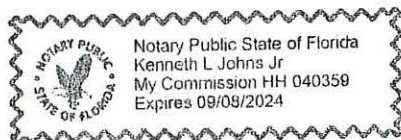
Printed Name

Katherine Hajraoui
Witness as to Donor

Katherine Hajraoui
Printed Name

STATE OF FLORIDA
COUNTY OF DUVAL

This instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of Jan., 2023 by Gregory E. Matovina, as President of Matovina & Company, Managing General Partner of Patriot Ridge, LLP, on its behalf, who ☐ is personally known to me or ☐ has produced _____ as identification.



By: Kenneth L. Johns Jr.
Notary Public, State of Florida
Print: KENNETH L. JOHNS, JR.

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA:

Robert A. "Trey" Goodwin, III
Chairman, Board of County Commissioners

ATTEST:

J.D. Peacock II
Clerk of Circuit Court

APPROVED AS TO FORM:

Lynn M. Hoshihara
County Attorney

Exhibit "A"
Legal Description of Land Donor is Donating to the County

THAT PORTION OF PARCELS 2, 3 AND 5 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2961, PAGE 4776), IN SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 25, PAGE 69), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 87°26'10" W ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2708.33 FEET TO THE SOUTHEAST CORNER OF SAID KAITLYN'S PRESERVE; THENCE N 05°51'30" E ALONG THE EAST LINE THEREOF, A DISTANCE OF 1831.47 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED S 73°32'17" E, A DISTANCE OF 215.96 FEET; THENCE N 03°18'17" E, A DISTANCE OF 82.16 FEET; THENCE S 73°32'17" E, A DISTANCE OF 19.95 FEET; THENCE N 43°11'14" E, A DISTANCE OF 152.08 FEET; THENCE N 02°25'49" E, A DISTANCE OF 361.23 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID SHOAL RIVER DRIVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.87 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 24°17'29", AN ARC DISTANCE OF 207.26 FEET, (CHORD BEARING = N 88°49'20" E, CHORD = 205.71 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 18°58'49" E, A DISTANCE OF 487.67 FEET; THENCE N 70°48'51" E, A DISTANCE OF 386.07 FEET; THENCE S 18°26'32" E, A DISTANCE OF 72.01 FEET; THENCE N 70°48'51" E, A DISTANCE OF 180.03 FEET; THENCE S 18°26'49" E, A DISTANCE OF 96.46 FEET; THENCE N 84°34'02" E, A DISTANCE OF 372.45 FEET; THENCE N 07°46'58" E, A DISTANCE OF 123.41 FEET; THENCE S 83°46'25" E, A DISTANCE OF 200.91 FEET; THENCE N 06°13'35" E, A DISTANCE OF 433.57 FEET; THENCE N 05°36'50" W, A DISTANCE OF 50.01 FEET; THENCE N 06°09'55" E, A DISTANCE OF 47.86 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF SHOAL RIVER DRIVE; THENCE S 83°50'05" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 419.67 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 02°55'33", AN ARC DISTANCE OF 119.05 FEET, (CHORD BEARING = S 85°07'05" E, CHORD = 119.04 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 23°59'22" W, A DISTANCE OF 456.50 FEET; THENCE S 87°29'49" E, A DISTANCE OF 363.61 FEET; THENCE N 03°30'28" W, A DISTANCE OF 429.64 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF SHOAL RIVER DRIVE, SAID POINT LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 04°05'59", AN ARC DISTANCE OF 166.81 FEET, (CHORD BEARING = N 87°38'48" E, CHORD = 166.78 FEET) TO THE NORTHWEST CORNER OF THE BLOCKER PARCEL (OFFICIAL RECORDS BOOK 3272, PAGE 3782); THENCE ALONG THE WEST AND SOUTH LINES THEREOF, THE FOLLOWING TWO (2) CALLS: 1) S 07°04'54" E, A DISTANCE OF 598.18 FEET; 2) S

87°51'11" E, A DISTANCE OF 718.35 FEET TO THE SOUTHEAST CORNER OF SAID BLOCKER PARCEL, LYING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE S 07°03'03" E ALONG SAID EAST LINE, A DISTANCE OF 2056.73 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 4; THENCE N 87°47'35" W ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 1317.33 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 186.13 ACRES, MORE OR LESS.

Exhibit "A-1"
Survey of the Property being donated by Donor to the County

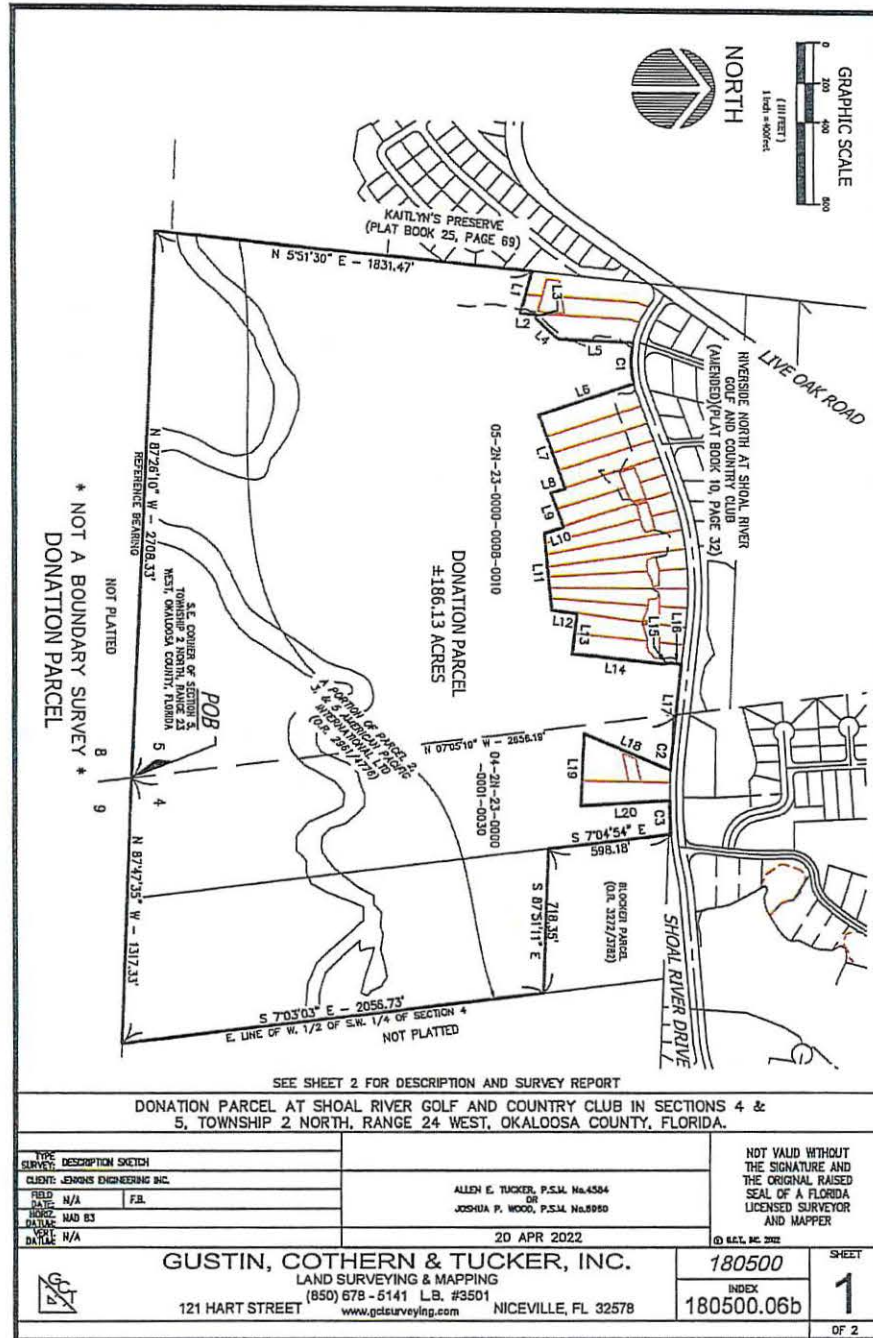


Exhibit "B"

Old Republic National Title Insurance Company Title Commitment No. 1203075

AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE
POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Issued through the Office of

NABORS GIBLIN & NICKERSON, P.A. - 17045
1500 MAHAN DRIVE
SUITE 200
TALLAHASSEE, FL 32308

Authorized Signatory



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
409 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

C. Monroe

President

Attest

David Wald

Secretary

Commitment Conditions

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT


Schedule A

Transaction Identification Data for reference only:

Commitment Number: 1203075	Revision Number: None	Issuing Office File Number: 019-15120-2022(1)	Issuing Office: 1704501
Property Address: 0 Shoal River Drive Crestview, FL 32539	Loan ID Number:	ALTA Universal ID: None	Issuing Agent: Nabors Giblin & Nickerson, P.A.

1. Commitment Date: January 10, 2022 at 11:00 PM
2. Policy to be Issued: Proposed Policy Amount:
OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications) \$842,683.00
Proposed Insured: Okaloosa County, a political subdivision of the state of Florida
MORTGAGEE: ALTA Loan Policy (06/17/06). (With Florida Modifications) \$842,683.00
Proposed Insured: To be determined , its successors and/or assigns as their interest may appear
MORTGAGEE:
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE** (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Patriot Ridge LLP, a Florida limited liability partnership
5. The Land is described as follows:
See Exhibit A

Old Republic National Title Insurance Company
400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111


AUTHORIZED SIGNATORY
Nabors Giblin & Nickerson, P.A.
1704501

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: 019-15120-2022(1)

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Patriot Ridge LLP, a Florida limited liability partnership, a Florida limited partnership, executed by a general partner(s) with authority, to the proposed insured purchaser(s).
5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
6. Satisfactory evidence must be furnished establishing that Patriot Ridge LLP, a Florida limited liability partnership is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
7. Confirm compliance with the partnership agreement concerning the alienation of real property. Record an affidavit from one or more of the general partners stating: (1) that the general partner(s) executing the instrument(s) to be insured is/are authorized to do so under the partnership agreement or that all partners have consented to the instruments to be insured; (2) the names of the existing general partners; (3) that any partners that are legal or commercial entities have not been dissolved; (4) that neither the partnership nor any partners has been a debtor in bankruptcy; and (5) that the partnership has been in full force and effect under a valid partnership agreement during the entire time that the partnership has held title to the real property.
8. Confirm that the limited liability partnership has filed a statement of qualification with the Secretary of State to become a limited liability partnership and is in good standing as a limited liability partnership as of the date of the transaction to be insured.
9. If any general partner(s) is a legal or commercial entity, require a good standing certificate from the date of purchase through to the present time.
10. FOR INFORMATIONAL PURPOSES ONLY: 2021 taxes were paid under receipt number 315-21001797, on December 8, 2021, Parcel/Account ID# 05-2N-23-0000-0008-0010, the gross amount being \$7,160.58.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: 019-15120-2022(1)

11. FOR INFORMATIONAL PURPOSES ONLY: 2021 taxes were paid under receipt number 315-21001797, on December 8, 2021, Parcel/Account ID# 04-2N-23-0000-0001-003A, the gross amount being \$1,652.05.
12. FOR INFORMATIONAL PURPOSES ONLY, the following constitutes a 24-month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: Nothing Found

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: 019-15120-2022(1)

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Ingress & Egress Easement Agreement recorded in O.R. Book 2961, Page 4781, Public Records of Okaloosa County, Florida.
6. Easement recorded in O.R. Book 614, Page 261, Public Records of Okaloosa County, Florida.
7. Oil, gas, mineral, or other reservations as set forth in deed by Triad Timber Company, a New York General Partnership recorded in O.R. Book 1242, Page 1662, Public Records of Okaloosa County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
8. Easement recorded in O.R. Book 1252, Page 1625, Public Records of Okaloosa County, Florida.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: 019-15120-2022(1)

9. Distribution Easement recorded in O.R. Book 1252, Page 1628, Public Records of Okaloosa County, Florida.
10. Easement recorded in O.R. Book 1272, Page 626, Public Records of Okaloosa County, Florida.
11. Actual Acreage Content is neither insured nor guaranteed.
12. Rights of the lessees under unrecorded leases.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT
Exhibit A

Commitment Number:

1203075

Issuing Office File Number:

019-15120-2022(1)

THAT PORTION OF PARCELS 2, 3 AND 5 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2961, PAGE 4776), IN SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE AND A PROPOSED DEVELOPMENT ADJACENT THERETO, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 25, PAGE 69), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 87°26'10" W ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2708.33 FEET TO THE SOUTHEAST CORNER OF SAID KAITLYN'S PRESERVE; THENCE N 05°51'30" E ALONG THE EAST LINE THEREOF, A DISTANCE OF 1926.96 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 973.87 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'51", AN ARC DISTANCE OF 236.78 FEET, (CHORD BEARING = S 70°30'57" E, CHORD = 236.20 FEET); THENCE N 54°23'37" E, A DISTANCE OF 23.45 FEET; THENCE N 45°14'58" E, A DISTANCE OF 51.31 FEET; THENCE N 39°24'43" E, A DISTANCE OF 68.39 FEET; THENCE N 27°09'58" E, A DISTANCE OF 56.70 FEET; THENCE N 25°00'57" E, A DISTANCE OF 57.12 FEET; THENCE N 19°43'38" E, A DISTANCE OF 32.08 FEET; THENCE N 06°58'26" E, A DISTANCE OF 34.92 FEET; THENCE N 75°50'15" W, A DISTANCE OF 28.94 FEET; THENCE N 48°46'55" W, A DISTANCE OF 33.64 FEET; THENCE N 06°51'29" E, A DISTANCE OF 49.17 FEET; THENCE N 03°22'52" W, A DISTANCE OF 37.49 FEET; THENCE N 37°08'07" E, A DISTANCE OF 97.98 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID SHOAL RIVER DRIVE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.87 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 17°29'04", AN ARC DISTANCE OF 149.18 FEET, (CHORD BEARING = N 85°39'23" E, CHORD = 148.60 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEEDS 49°16'56" E, A DISTANCE OF 36.06 FEET; THENCE S 05°10'28" W, A DISTANCE OF 29.45 FEET; THENCE S 20°44'31" W, A DISTANCE OF 4.65 FEET; THENCE S 14°35'20" E, A DISTANCE OF 31.98 FEET; THENCE S 19°11'50" E, A DISTANCE OF 394.33 FEET; THENCE N 70°48'51" E, A DISTANCE OF 566.09 FEET; THENCE S 18°26'56" E, A DISTANCE OF 82.27 FEET; THENCE N 84°03'02" E, A DISTANCE OF 411.50 FEET; THENCE N 07°47'28" E, A DISTANCE OF 82.18 FEET; THENCE S 83°46'25" E, A DISTANCE OF 199.76 FEET; THENCE N 06°13'35" E, A DISTANCE OF 337.31 FEET; THENCE N 49°40'08" E, A DISTANCE OF 13.84 FEET; THENCE N 07°10'34" W, A DISTANCE OF 37.88 FEET; THENCE N 05°36'50" W, A DISTANCE OF 54.30 FEET; THENCE N 57°18'48" E, A DISTANCE OF 76.30 FEET TO A POINT ON THE AFORESAID SOUTHERLY

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT
Exhibit A

Commitment Number:

1203075

Issuing Office File Number:

019-15120-2022(1)

RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) CALLS: 1) S 83°50'05" E, A DISTANCE OF 360.25 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; 2) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°44'09", AN ARC DISTANCE OF 29.94 FEET, (CHORD BEARING = S 84°01'23" E, CHORD = 29.94 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY, PROCEED S 80°45'149" E, A DISTANCE OF 86.87 FEET; THENCE S 42°02'38" W, A DISTANCE OF 38.71 FEET; THENCE S 15°46'33" W, A DISTANCE OF 46.93 FEET; THENCE S 17°37'58" W, A DISTANCE OF 47.80 FEET; THENCE S 58°04'25" W, A DISTANCE OF 43.26 FEET; THENCE S 01°29'40" W, A DISTANCE OF 37.09 FEET; THENCE S 30°27'15" W, A DISTANCE OF 56.26 FEET; THENCE S 29°11'113" W, A DISTANCE OF 45.86 FEET; THENCE S 19°48'06" W, A DISTANCE OF 51.51 FEET; THENCE S 21°15'135" W, A DISTANCE OF 47.85 FEET; THENCE S 14°27'50" W, A DISTANCE OF 50.28 FEET; THENCE S 87°29'49" E, A DISTANCE OF 370.18 FEET; THENCE N 03°30'128" W, A DISTANCE OF 429.48 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 04°05'591", AN ARC DISTANCE OF 166.81 FEET, (CHORD BEARING N 87°38'148" E, CHORD = 156.78 FEET) TO THE NORTHWEST CORNER OF THE BLOCKER PARCEL (OFFICIAL RECORDS BOOK 3272, PAGE 3782); THENCE ALONG THE WEST AND SOUTH LINES THEREOF, THE FOLLOWING TWO (2) CALLS: 1) S 07°04'154" E, A DISTANCE OF 598.18 FEET; 2) S 87°51'111" E, A DISTANCE OF 718.35 FEET TO THE SOUTHEAST CORNER OF SAID BLOCKER PARCEL, LYING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE S 07°03'03" E ALONG SAID EAST LINE, A DISTANCE OF 2056.73 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 4; THENCE N 87°47'35" W ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 1317.33 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 187.43 ACRES, MORE OR LESS.

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
AND PATRIOT RIDGE, LLP**

THIS THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2024, by and between the Okaloosa County Board of County Commissioners (the "County") and Patriot Ridge, LLP, a Florida Limited Liability Partnership (the "Developer") for the purpose of adjusting the estimated value of the lands to be dedicated to Okaloosa County for a Public Neighborhood Park to the current, appraised value if such lands, formalizing certain conditions of approval pertaining to the maintenance of dams and access to the subject properties established by the County at the time the Agreement was approved.

ARTICLE I. RECITALS

WHEREAS, the intent of the Florida Local Government Development Agreement Act (the "Act") is explicitly provided in Section 163.3220(2), Florida Statutes, which states as follows:

(2) The Legislature finds and declares that: (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital investment planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; (b) Assurance to a developer that upon receipt of his development order(s) he may proceed with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(3) Inconformity with, in furtherance of and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(4) This intent is affected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.

(5) Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing; and

WHEREAS, the Okaloosa County Land Development Code has been adopted by Ordinance No. 91-1, as amended, and does contain Section 1.11.05 "Development Agreement" which specifically authorizes the County to enter into development agreements with developers; and

WHEREAS, after duly noticed public hearings conducted on October 10, 2019 and November 5, 2019, the County and Developer entered into a Development Agreement (the Development Agreement) establishing the development rights of the Developer as well as the regulations and obligations that would apply to the development including the donation of parkland; and

WHEREAS, during the duly noticed meeting of November 5, 2019, the County requested and the Developer agreed to investigate amendments to the Agreement pertaining to the maintenance of certain

dams that occur on the property as well as a commitment to investigate opportunities for improved access to the development; and

WHEREAS, after duly noticed public hearings conducted on August 30, 2020 and September 1, 2020, the Board of County Commissioners adopted the First Amendment to the Development Agreement (First Amendment) that increased the number of allowable units from 570 to 676, added an additional (16th) phase to the development schedule, and required additional transportation improvements; and

WHEREAS, after duly noticed public hearings conducted on February 9, 2023 and March 14, 2023, the Board of County Commissioners adopted the Second Amendment to the Development Agreement (Second Amendment) that decreased the number of allowable units from 676 to 657, recognized transportation improvements performed by the developer to-date, clarified the area of the parkland to be donated as 186.13± acres, and specified remaining transportation improvements; and

WHEREAS, after a duly noticed public hearing conducted on March 7, 2023, the Board of County Commissioners adopted a Park Donation Agreement to affect the transfer of the 186.13± from the Developer to the County; and

WHEREAS, while the Development Agreement and Park Donation Agreement estimate the value of the 186.13± acre parcel as \$2,050,000, a ~~November~~ April 2023 appraisal performed by a real estate appraiser licensed in the state of Florida determined the value of the property to be ~~\$4,500,000~~ \$705,000; and

WHEREAS, it is necessary to amend the Development Agreement and Park Donation Agreement to reflect the value of the 186.13± acre parcel as provided in the appraisal.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, and after duly noticed public hearings conducted on December 14, 2023 and January 3, 2024, the Developer and the County enter into this Third Amendment to the Development Agreement and do hereby agree that the Development Agreement and First Amendment and Second Amendment are hereby amended as follows: *Language to be added is underlined, language to be removed is stricken.*

ARTICLE III. ESSENTIAL REQUIREMENTS

D. Parks and Recreational Facilities – The Developer shall satisfy concurrency requirements for parks and recreation as provided in Section 6.07 of the Land Development Code as follows;

- 1) The Land Requirements described in Section 6.07.03 result in five (5) acres of land required to be dedicated since the total acreage of the proposed development is less than five hundred (500). The acreage requirement will be met through the dedication of a +/- 1.39 acre site in Phase 3 of the development for construction of a Private Neighborhood Park which shall be owned and maintained by the Homeowners Association and, through the dedication of a minimum of +/- 186.13 acres for a Public Neighborhood Park, as shown on the attached Exhibit D and as described by the legal description attached as Exhibit D, to provide access to the Shoal River. The Public Neighborhood Park shall have a minimum 40' wide access, in an upland area, connecting the park to Shoal River Drive on the east side of the park and shall have a minimum 10' wide access, in an upland area, connecting the park to Shoal River Drive

on the west side of the park as shown in Exhibit D. To aid with privacy and security to adjacent residential lots directly east of the access points, the County shall construct and maintain a 6 foot tall privacy fence, from wood or tan vinyl, along the east side of the 40' wide and 10' wide access points at such time as any improvements are constructed over such access. The privacy fence shall not block sight distance at the intersection of Live Oak Church Road and Shoal River Drive. The Public Neighborhood Park shall be owned and operated by the County. The Developer may modify the legal description of the property to be conveyed for the Public Neighborhood Park prior to its conveyance provided that its configuration and general location is substantially the same as shown at Exhibit D. The Private Neighborhood Park shall be dedicated to the Homeowners Association prior to or in connection with the plat for Phase Five as shown by Exhibit C. The Public Neighborhood Park shall be dedicated to the County, by warranty deed including any underlying mineral rights that developer owns, prior to the recording of any plat for the proposed development. Based on the amount that Developer paid for the land included within the Project, the acreage being dedicated to the County for the Public Neighborhood Park would be approximately ~~\$4,500,000~~~~\$750,000.00~~ 2.05 million.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2024.

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

By _____

ATTEST:

J.D. Peacock, II
Clerk of Circuit Court

APPROVED AS TO LEGAL SUFFICIENCY:

Lynn M. Hoshihara
County Attorney

DEVELOPER

Patriot Ridge, LLP, a Florida limited liability partnership

Gregory E. Matovina, as President of Matovina & Company,
Managing Partner of Patriot Ridge, LLP

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA
COUNTY OF DUVAL

Before me on this ____ day of _____ 2023, in ____ person or via ____ remote notarization appeared Gregory E. Matovina, as President of Matovina & Company, Managing Partner on behalf of Patriot Ridge, LLP, who is personally known to me or provided _____ as identification.

Notary Public, State of Florida
My Commission Expires
Commission Number
Notary Stamp

AMENDMENT TO PARK DONATION AGREEMENT

THIS AMENDMENT TO THE PARK DONATION AGREEMENT ("Agreement") is made and effective as of _____, 2023 (the "Effective Date"), by and between **PATRIOT RIDGE, LLC**, a Florida limited liability partnership ("DONOR"), and **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, the Okaloosa County Comprehensive Plan Recreation and Open Space and Element as well as the Okaloosa County Land Development Code, require the establishment of recreational areas in conjunction with residential developments of 50 lots or greater; and

WHEREAS, Donor and County have entered into a development agreement pursuant to Chapter 163, Florida Statutes, establishing the entitlements and obligations of a master planned development known as Patriot Ridge which allows the development of up to 657 single family dwelling units and which requires, among other things the donation of a 186.13± acre parcel to be used as a neighborhood park and which provides public access to the Shoal River; and

WHEREAS, after a duly noticed public hearing conducted on March 7, 2023, the Board of County Commissioners adopted a Park Donation Agreement to affect the transfer of the 186.13± from the DONOR to the County; and

WHEREAS, while the Development Agreement and Park Donation Agreement estimate the value of the 186.13± acre parcel as \$2,050,000, an April 2023 appraisal performed by a real estate appraiser licensed in the state of Florida determined the value of the property to be \$4,500,000~~\$705,000~~; and

WHEREAS, the County finds it is in the best interest of the public to amend this Park Donation Agreement with Donor to recognize the value of the parcel as determined by the appraisal.

NOW THEREFORE, in consideration of the recitals above and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.
2. Amendments. Section 4(a), Title, Appraisal, & Survey, is hereby amended as follows (language to be added is underlined, language to be removed is stricken):

(a) Attached to this Agreement as **Exhibit "B"** is a current title insurance commitment (the "Title Commitment") issued by Old Republic National Title Company (the "Title Insurer") through title agent Nabors Giblin & Nickerson, P.A. through the Attorneys' Title Fund, covering the Property. The title policy issued for the Property at Closing shall be in an amount equal to the \$4,500,000~~\$750,000~~ 2.05 million ~~that amount~~ established within the Development Agreement between the parties. The cost of the Title Commitment and title insurance policy shall be borne by Donor. The Title Commitment shall commit the Title Insurer to issue an owner's title insurance policy to the County (which shall be delivered within a reasonable time after Closing) covering the Property, reflecting title to the Property to be marketable and insurable, subject to the Permitted Encumbrances and, the standard printed exceptions contained in the title insurance policy unless otherwise addressed by the County.

Donor shall execute at or prior to Closing, in favor of the Title Insurer, such affidavit or affidavits, and such other documents, acceptable to the Title Insurer as are sufficient to allow for deletion of standard exceptions from the Title Commitment other than the Permitted Encumbrances.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Park Donation Agreement or its counterparts.

DONOR:

PATRIOT RIDGE, LLC

By: _____
Gregory E. Matovina

Title: _____

Date: _____

Witness as to Donor

Printed Name

Witness as to Donor

Printed Name

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of ___, 20___ by _____, as _____ of _____, on its behalf, who ☐ is personally known to me or ☐ has produced _____ as identification.

By: _____
Notary Public, State of Florida

Print: _____

COUNTY:

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

ATTEST:

J.D. Peacock II
Clerk of Circuit Court

APPROVED AS TO FORM:

Lynn M. Hoshihara
County Attorney

