

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date:** 2/19/2008

**Contract/Lease Control #:** C08-1603-PWI-150

**Bid #:** N/A

**Contract/Lease Type:** AGREEMENT

**Award to/Lessee:** LEGENDARY, INC.

**Lessor:**

**Effective Date:** 1/22/2008

**Amount:** \$0

**Term/Expires:** INDEFINITE

**Description of Contract/Lease:** DESTIN COMMONS AREA LINEAR & BARK  
PARK

**Department Manager:** PUBLIC WORKS

**Department Monitor:** MS. SLATERPRYCE & MS. A. ALLEN

**Monitor's Telephone #:** 689-5772

**Monitor's Fax #:** 689-5715

**Date Closed:**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CRS Insurance Group, LLC 3525 Piedmont Rd NE Bldg 6 Suite 605 Atlanta GA 30305	CONTACT NAME: Michelle Bevich	
	PHONE (A/C, No, Ext): (404) 604-2114 FAX (A/C, No): (404) 604-2121 E-MAIL ADDRESS: michelle.bevich@crsinsgroup.com	
INSURED Legendary Group, Ltd Legendary Holding, Inc 4471 Legendary Drive Destin FL 32541	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Rockhill Insurance Company	28053
	INSURER B: Commerce & Industry Insurance	19410
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES** CERTIFICATE NUMBER: CL157200465 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GENL013844-00 Subject to policy, forms, conditions & exclusions	6/30/2015	6/30/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					MED EXP (Any one person) \$ Excluded
	AUTOMOBILE LIABILITY					PERSONAL & ADV INJURY \$ 1,000,000
	ANY AUTO					GENERAL AGGREGATE \$ 2,000,000
	ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				PRODUCTS - COMP/OP AGG \$ 2,000,000
	HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		EBU046157847 Subject to policy forms, conditions & exclusions	6/30/2015	6/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per person) \$
	DED <input type="checkbox"/> RETENTION \$					BODILY INJURY (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PROPERTY DAMAGE (Per accident) \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Okaloosa County, Florida  
602C N. Pearl St.  
Crestview, FL 32536

CO8-1603-PW

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tommye Bevich/MICHEL

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## COMMENTS/REMARKS

Named Insured Includes:344KKLLC

Location Includes: 1001 Airport Road, Lot #3, Blk 5, Destin, FL 32541 (Hangar)

Cancellation notice is 30 days except for non-payment of premium which is 10 days

Certificate Holder is an Additional Insured as respects their interest in the operations of 344KK, LLC and subject to the policy forms, conditions and exclusions

CONTRACT: DESTIN COMMONS  
AREA LINEAR & BARK PARK  
CONTRACT NO.: C08-1603-PWI-150  
LEGENDARY, INC.  
EXPIRES: INDEFINITE

## PARK GRANT AGREEMENT

THIS AGREEMENT is made as of the 22<sup>nd</sup> day of January, 2008, by and between:

**OKALOOSA COUNTY**, political subdivision of the State of Florida, the address of which is 1804 Lewis Turner Blvd., Fort Walton Beach, Florida 32547 (the "**County**"); and

**LEGENDARY, INC.**, a Florida corporation, the address of which is 4100 Legendary Drive, Suite 200, Destin, FL 32541 ("**Legendary**").

### Background Facts

The following facts constitute the background for this Agreement:

**A.** Destin Commons ("**Destin Commons**") is a shopping center and mixed-use facility in Okaloosa County, Florida, located at the northeast corner of the intersection of US Highway 98 and SR 293, the initial development of which was approved in a development order (the "**Development Order**") of the County dated January 10, 2002. Exhibit G to the Development Order (the "**Existing Park Agreement**") provided for the creation of a park on certain land in Okaloosa County, Florida more fully described on Exhibit A hereto (the "**Original Park Property**").

**B.** The County agreed in the Existing Park Agreement to construct, at its cost, a park on the Original Park Property which would include, among other things: (i) regulation-size tennis courts which courts are to be surrounded by a chain link fence; (ii) a playground for pre-school age children, (iii) public restroom facilities for males and females, (iv) appropriate landscaping, and (v) to provide maintenance and security with respect to the park (with all of the County's obligations with respect to the Original Park Property being collectively called the "**County Improvement Obligations**").

**C.** Legendary agreed in the Existing Park Agreement to modify the development's existing stormwater treatment system to accommodate the park; perform the initial site prep work for tennis courts, a tot lot, and restrooms; provide water lines for irrigation and drinking/waste water needs; construct a concrete slab for three picnic tables and provide the tables; construct a 10-space parking lot for the park; design the restroom building and provide detailed layouts for the tot lot and tennis courts; install landscaping and irrigation lines ("**Legendary Improvement Obligations**").

**D.** Given the location and nature of development surrounding and proximate to the proposed park, and as neither the County nor Legendary improvement

obligations have been made, the County and Legendary believe the public would be better served by the development of a Linear Park (the "**Linear Park**") which will include a path for access between Choctawhatchee Bay and Destin Commons as well as a "**Bark Park**" to be conveyed in fee simple to Okaloosa County ("**New Park Conveyance Property**").

E. The County will be released from the County Improvement Obligations, Legendary will be released from the Legendary Improvement Obligations, and Legendary is willing at Legendary's expense, to replace both the Legendary Improvement Obligations and the County Improvement Obligations with a park facility as described in D above and more particularly described later in this Agreement and, accordingly, has agreed to pay the costs of the engineering, landscaping, construction, and paving as appropriate for the Linear Park and including without limitation, completion to the County's reasonable satisfaction the construction of the improvements and amenities constituting the Bark Park as defined in 1) (b), below (the Linear Park and Bark Park being cumulatively considered and referenced in this Agreement as the "Linear Park").

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, the parties hereto agree that the Background Facts are true and correct and do further agree as follows:

1) Definitions:

(a) "**Bark Park**" means that portion of the Linear Park which shall be developed by Legendary, Inc., on the New Park Conveyance Property for the benefit of the public (subject to the terms and limits provided in this Agreement) and shall contain (i) drinking water facilities for pets, (ii) drinking water facilities for people, (iii) park benches suitable for not less than six (6) people, (iv) two parking spaces for automobiles (which may be parallel or angled along Legendary Marina Drive), and (v) a fenced area to allow pets to play off-leash.

(b) "**Easement Area**" shall mean that real property constituting that portion of the Linear Park not included within the New Park Conveyed Property, portions of which may be adjacent to internal road systems which shall also be available for public access as provided in the agreements providing such access; provided, however, that the Easement Area may be relocated or modified from time to time with the County's concurrence not to be unreasonably withheld, delayed or conditioned. Notwithstanding anything herein to the contrary, the Easement Area may also be closed temporarily for maintenance and access as deemed necessary by the Owner across the property of which that portion of the Linear Park lies and for redevelopment of that Owner's Parcel; provided, however, that any such modifications will not materially and adversely affect the utilization of the Linear Park Easement Rights when such modifications are complete and rebuild to conform to the requirements of Exhibit B ("**Master Plan of Linear Park and Bark Park**") attached hereto. The creation of the Easement Area will not convey any interests in the fee simple of the Parcel or in any riparian rights with respect to the Parcel nor shall any dedication to the public or rights in

the public be created except for the limited Linear Park Easement Rights provided herein. Public parking will be available near the north and south end of the Easement Area. Moreover, the County requires that the Easement Area be connected to the real property of both Destin Commons at the south end and Legendary Marina at the northern end of the Easement Area connecting "Turnberry Harbour" to encourage use of alternatives to public road systems for short distance movements.

(c) **"Linear Park"** shall cumulatively refer to the Easement Area as defined above, the pedestrian pathway to be constructed within the Easement Area, and the New Park Conveyance Property to be developed by Legendary, Inc.

(d) **"Linear Park Easement Rights"** shall have the meaning described in Section 3 of this Agreement.

(e) **"Owner"** shall be the title holder of each Parcel of real property over which a portion of the Easement Area lies.

(f) **"New Park Conveyance Property"** shall mean that real estate in Okaloosa County as to which fee simple title shall be conveyed to the County on which the Bark Park shall be constructed and shall be as more fully described on when an exact legal description and based on an as-built survey is completed.

(g) **"New Park Property"** shall be made up of the New Park Conveyed Property and the Easement Area. The location of the New Park Property shall be as illustrated on Exhibit B attached hereto which is subject to refinement as an exact legal description based on the completed Linear Park when an "as-built" survey is available.

(h) **"Parcel"** shall mean the parcel of real estate owned by each Owner that is contiguous with Easement Area.

(i) **"Permittees"** shall mean (i) members of the general public, (ii) the County and employees of the County, the State of Florida and the United States of America for delivery, pick-up and fire protection services, police, emergency medical service, and other authorities of the law, United States mail carriers, (iii) the Owners and their respective successors, assigns and such tenants, subtenants, agents, guests, invitees, employees, mortgagees and licensees as may be designated by a Owner from time to time, (iv) representatives of Utilities serving the Property, and (v) such other persons as the Owner shall designate from time to time and; provided however, that Permittees who are not public employees may lose their rights to be Permittees in certain circumstances as provided below.

(j) **"Utilities"** shall mean water, sewer, irrigation systems, electricity, gas, and other services and suppliers of services and goods commonly considered, from time to time, as utilities, specifically including cable television, and other

communication services as well as fuel lines and other commercial services (including supply, distribution and collection lines related thereto); provided, however, that the inclusion within this definition of a utility service shall not imply that such service will be available to the Permittees, nor shall the Easement Area be used by any Permittee for instillation of Utilities without the express written consent of the Owner of each Parcel where such Utility shall be installed.

2) Release of Existing Park Agreement. County; Legendary Park Improvements. The County is hereby released from all County Improvement Obligations; Legendary is hereby released from the original Legendary Improvement Obligations, and the Existing Park Agreement is hereby terminated and of no further force and effect. Legendary does hereby agree to complete the Linear Park as provided herein. The Linear Park shall be shown on plans to be developed by, and at the expense of, Legendary and approved by the County, acting reasonably. Once approved, Legendary agrees to cause the Linear Park to be constructed substantially in accordance with the approved plans within three (3) years from the date of such approval of the plans by the County. Within thirty (30) days of completion of the Bark Park, Legendary shall, at Legendary's expense, provide an as-built drawing of the Bark Park signed and sealed by a Professional Surveyor licensed in the State of Florida. The Linear Park shall at a minimum comply with the following standards:

- (a) Easement and Pedestrian Path:
  - (i) The width of the easement and the specification of the improvements therein shall be as provided on Exhibit B hereto.
  - (ii) The Linear Park Rules attached as Exhibit C hereto shall be posted as provided in 5) below.
- (b) Bark Park :
  - (i) A chain link fence with a minimum height of four (4) feet shall completely enclose the facility.
  - (ii) The entries shall be double-gated to create a secure area for leashing and unleashing dogs; the outermost gates shall open so as to not obstruct the pedestrian path constructed within the easement portion of the Linear Park.
  - (iii) All benches, watering facilities, and other amenities to be installed at or in association with the Bark Park shall be approved by Okaloosa County, which approval is not to be unreasonably withheld, delayed or conditioned.

3) Linear Park Easement Rights. Legendary agrees to cause the Owner of each Parcel to execute an easement grant (the "**Grant**"), in recordable form promptly following completion of the construction of the Legendary Park Improvements. The Grant shall grant, bargain and sell to and for the benefit of the Permittees, in perpetuity, the following easements, rights, privileges and immunities, subject, however to the limitations provided herein (the "**Linear Park Easement Rights**"):

The perpetual, non-exclusive easement appurtenant to, over and across the Easement Area of the Parcel for the purpose of travel between the Choctawhatchee Bay and Destin Commons or any part thereof, and for access to the Bark Park.

4) Limitations and Restrictions. The Linear Park Easement Rights and all rights established by the Grant shall be subject in each instance to the following which shall be expressly provided in the Grant:

(a) Non-exclusive. The Linear Park Easement Rights and all rights granted herein shall be non-exclusive. The existence of the Linear Park Easement Rights does not in any respect restrict the Owner's rights under, across and over the Easement Area for all purposes for which Owner could otherwise use Owner's Parcel including, without limitation: (i) to conduct commercial and/or residential activities on, over, under and across the Easement Area so long as such activities do not obstruct the Easement Area or in any way inhibit its use as a pedestrian pathway, (ii) to access and support other portions of the Parcel, (iii) to access docks and water activities, (iv) to run Utilities and supply lines (including, to the extent consistent with law, fuel lines) between upland portions of the Parcel and the water, and (v) to sell food, beverages and other products and services to persons on the Easement Area.

(b) Use. The Linear Park Easement Rights and all rights created by this grant shall be for the use and benefit of the Permittees including the public to the extent provided in the Grant, it being the intention of the Owner that the Grant shall be strictly limited to the use of the Owner and Permittees. The Grant is intended to benefit the Owner and the other Permittees, and is not intended to confer the status of a third-party beneficiary upon any person, nor to give any such person any rights thereunder unless otherwise designated as a Permittee. Moreover, each Owner shall have the right at any time, from time to time, and permanently to prohibit all commercial activity on those portions of the Easement Area within such Owner's Parcel except such commercial activities as are conducted by Owner or with Owner's prior written consent which can be granted or withheld in the Owner's sole discretion and with the Owner having to right to compensation for granting any such consent. The Owner expressly reserves the right, but has no obligation: (i) to remove any person from the Easement Area if such person is acting, in Owner's sole discretion, in an unreasonable, unsafe, dangerous, threatening or immoral manner, and (ii) to close or restrict access to the Easement Area for reasons of security or safety. In addition, the Linear Park shall be closed to Permittees from sunset each day to sunrise the next day except as each Owner shall expressly permit by exception. The County will provide normal and



customary security for the Linear Park consistent with security provided to public areas in the County. The parties acknowledge that by undertaking to provide the Linear Park as provided in this instrument, Legendary is not assuming any responsibility for providing any security for the Linear Park.

5) Rules and Regulations. Legendary may from time to time promulgate and amend rules, regulations, and standards of conduct which shall be recorded in the Official Records of Okaloosa County, Florida, which apply to the use of the Linear Park Easement Rights (the "**Rules**"). The Rules may be changed from time to time by Legendary provided, however, that such change in the Rules shall not materially and adversely affect the respective Linear Park Easement Rights granted as provided herein. The Rules shall be posted at the north and south trail head of the Linear Park along with maps of the Linear Park, and shall be posted at the entry to the Bark Park. The County and/or the Owners of parcels on which the Linear Park occurs may, from time to time, remove, exclude and restrain any person from the use of the Linear Park Easement Rights for failure to observe the Rules so established. If any Permittee is making unauthorized use of the Linear Park Easement Rights, such unauthorized use may be restrained or terminated by appropriate proceedings after written notice to the defaulting Permittee and failure to abate such unauthorized use within a reasonable time. By way of example, such rules may decline access to intoxicated persons and persons accosting others for hand-outs.

6) Repair of Pedestrian Path, Modifications of Easement. Owner reserves the right in Owner's sole discretion and expense from time to time with respect to the Easement Area on Owner's Parcel:

(a) to close for repair or maintenance or modification of the materials, including the pedestrian pathway, constituting a part of the Easement Area or Utilities located under, over or across the Easement Area.

(b) to relocate the Easement Area or any part thereof on the Parcel, acting reasonably and maintaining the standards described on Exhibit B hereto, which relocation will serve substantially the same function as the initial location;

(c) to close the Easement Area from the hours of sundown to sunup subject to access by governmental employees for emergency response (including but not limited to law enforcement, medical, or environmental) and Bark Park maintenance purposes;

(d) following a minimum of one-week notice (written notice to the County Public Works Department and by posting a sign at the trailheads for other Permittees), to reroute Permittees off the Easement Area or to close the Easement Area entirely for periods of up to seven (7) consecutive days for special events and festivals from time to time; and

(e) The Linear Park on each Parcel will be maintained by the Owner of that Parcel under an agreement of all abutting property owners to maintain their respective contiguous segment of the Linear Park.

7) Effect; Condition Precedent. The Linear Park Easement Rights and all rights created by the Grant shall be appurtenant to the Parcel to which they relate, and may not be transferred, assigned or encumbered except as an appurtenance to such Parcel or in connection with the sale of any business conducted on such Parcel. The Linear Park Easement Rights, benefits and obligations established by the Grant shall: (i) be made for the direct, mutual and reciprocal benefit of the Permittees, (ii) create equitable servitudes on the Easement Area of the Parcel, (iii) constitute covenants running with the land, and (iv) bind and inure to the benefit of the Owner, their respective successors, assigns and mortgagees.

8) Amendment. The Grant and the Linear Park Easement Rights created thereby may be amended, terminated or modified only with the written agreement of the Owner of the Parcel effected thereby and the County.

9) Violation. In the event of any violation or threatened violation of the Grant by the Owner, only the County, but no other Permittee, shall have any rights of enforcement and/or damages then available at law or in equity, including without limitation the right to injunction, against such violation or threatened violation.

10) Maintenance of the Easements and Bark Park. Any further construction required for the upkeep of the Easement Area shall be the responsibility of each Owner with respect to that portion of the Linear Park on such Owner's Parcel; provided, however, that damage or destruction to the Easement Area caused by the negligence or intentional acts of a Permittee shall be repaired at the expense of the party causing such damage or destruction. The County shall maintain the Bark Park including watering, landscaping, mowing, fence repair and waste containment and removal.

11) Termination of Covenant Liability. Whenever a transfer of an Owner's interest in any Parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates.

12) Running of Benefits and Burdens; No Impact on Development Rights. Except as specifically set forth herein to the contrary, all provisions of the Grant, including the benefits and burdens, shall run with the Parcels and be binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto. The Grant is expressly made with the reservation and restriction that the development rights related to the property of each Owner adjoining the Linear Park shall not be negatively impacted. Thus, the Linear Park for regulatory and land use purposes shall be deemed not to exist and the real property constituting part of the Linear Park shall be considered as part of each Owner's property for all purposes of applying such regulations, ordinances, rules and laws relating, for example, to setbacks, open space

requirements, impervious surface ratios and buffer requirements.

13) Force Majeure. Legendary shall not be liable for any failure or delay in performance if such failure or delay is occasioned by (i) compliance with government regulation, request or order, or (ii) circumstances beyond the reasonable control of Legendary, including but not limited to, an Act of God, war, insurrection, terrorism, fire, hurricanes, flood, earthquake, accident, strike or other labor disturbance, interruption of or delay in transportation or power failure.

14) Land Considerations. Notwithstanding the Grant and the conveyance of the New Park Conveyance Property, the Linear Park shall continue to be considered for all purposes as green space, buffer, where applicable, and as land owned by the respective Owner for density purposes and shall not be considered in calculating impervious surface ratios ("ISR").

15) Miscellaneous.

(a) Headings. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

(b) Construction. All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted the Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

(c) Venue; Applicable Law. The rights, obligations and remedies of the parties specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida. All legal actions arising out of or connected with this Agreement must be instituted solely in the Circuit Court of Okaloosa County, Florida, or in the Federal District Court for the Northern District of Florida, and all parties hereto do hereby agree to submit to the exclusive personal jurisdiction of such courts.

(d) Incorporation by Reference. All exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

(e) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument and may be delivered by facsimile with facsimile signatures having the same effect as original ink signatures.

16) Waivers. Except as otherwise provided herein, all waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by any party in insisting upon strict performance of the provisions hereof, or asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, or any other rights or remedies for the same default or any other default by any other party.

17) Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

18) Amendment. This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties.

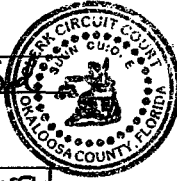
*This space intentionally left blank.*

IN WITNESS WHEREOF, the parties have set their hands and seals this 12th day of February, 2008.

Signed, sealed and delivered in the presence of:

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Gary J. Stanford  
Print Name: Gary J. Stanford  
Teresa Ward  
Print Name: Teresa Ward



By: [Signature]  
Chairman



Approved as to correctness of form:

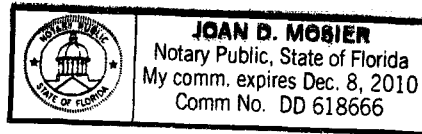
[Signature]  
(Attorney)

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 8th day of February, 2008, by James Campese, as Chairman of the OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of the Board, who is personally known to me.

Joan D. Mosier  
Notary Public, State of Florida


My Commission Expires: Dec. 8, 2010

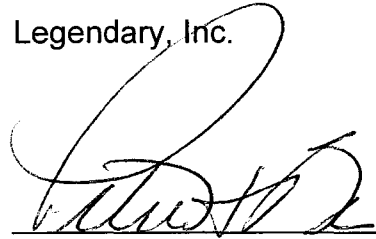



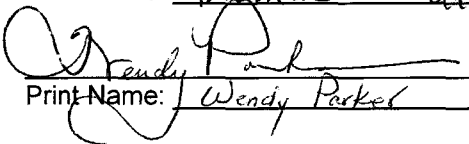
Signed, sealed and delivered

DEVELOPER  
in the presence of:

Legendary, Inc.

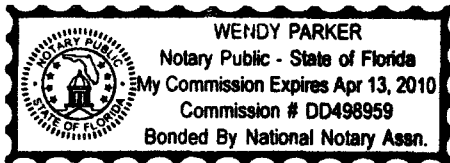
  
Print Name: Thomas S. Tatton

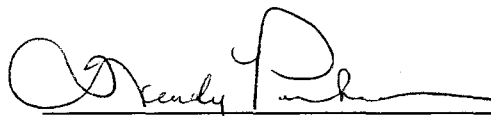
  
By: Peter H. Bos, President 

  
Print Name: Wendy Parker

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2008, by Peter H. Bos, who is personally known to me to be the person described in and who executed the foregoing instrument as President of the corporation organized under the laws of the State of Florida and authorized to transact business in the State of Florida. He has acknowledged before me that he executed the foregoing instrument as such office in the name and on behalf of the corporation.



  
Notary Public, State of Florida  
My Commission Expires; \_\_\_\_\_

**DESCRIPTION:**  
(PARK CONVEYANCE - PHASE I)

**Exhibit A Page 1 of 5 - Original Park Property**

A PARCEL OF LAND IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING EXPLICITLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE STATE ROAD #30/U.S. HIGHWAY 98 (RIGHT OF WAY VARIES) AND THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD #293 (RIGHT OF WAY VARIES), PER OFFICIAL RECORDS BOOK 2311, PAGE 3867 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, PROCEED ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD #293 THE FOLLOWING SEVEN (7) CALLS: (1) NORTH 10 DEGREES 01 MINUTES 59 SECONDS WEST, A DISTANCE OF 1774.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1578.02 FEET; (2) THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 375.94 FEET, THROUGH A CENTRAL ANGLE OF 13 DEGREES 39 MINUTES 00 SECONDS , (CHORD = 375.06 FEET, CHORD BEARING = NORTH 03 DEGREES 12 MINUTES 29 SECONDS WEST) TO THE POINT OF TANGENCY OF SAID CURVE; (3) NORTH 03 DEGREES 37 MINUTES 01 SECOND EAST, A DISTANCE OF 405.58 FEET; (4) THENCE PROCEED NORTH 86 DEGREES 22 MINUTES 59 SECONDS WEST, A DISTANCE OF 4.00 FEET; (5) THENCE PROCEED NORTH 03 DEGREES 37 MINUTES 01 SECONDS EAST, A DISTANCE OF 791.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1377.39 FEET; (6) THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16 DEGREES 26 MINUTES 10 SECONDS, AN ARC DISTANCE OF 395.12 FEET, (CHORD BEARING AND DISTANCE = NORTH 11 DEGREES 50 MINUTES 02 SECONDS EAST, A DISTANCE OF 393.77 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; (7) THENCE PROCEED NORTH 20 DEGREES 03 MINUTES 01 SECONDS EAST, A DISTANCE OF 482.30 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF REGATTA BAY BOULEVARD (50.00 FOOT WIDE RIGHT OF WAY LINE); THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, PROCEED ALONG SAID NORTHERLY RIGHT OF WAY LINE OF REGATTA BAY BOULEVARD THE FOLLOWING FIVE (5) CALLS: (1) THENCE PROCEED SOUTH 69 DEGREES 56 MINUTES 59 SECONDS EAST, A DISTANCE OF 97.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 150.00 FEET; (2) THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45 DEGREES 42 MINUTES 57 SECONDS, AN ARC DISTANCE OF 119.68 FEET, (CHORD BEARING AND DISTANCE = NORTH 87 DEGREES 11 MINUTES 33 SECONDS EAST, A DISTANCE OF 116.53 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; (3) THENCE PROCEED NORTH 64 DEGREES 20 MINUTES 04 SECONDS EAST, A DISTANCE OF 449.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 225.00 FEET; (4) THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57 DEGREES 19 MINUTES 15 SECONDS, AN ARC DISTANCE OF 225.10 FEET, (CHORD BEARING AND DISTANCE = SOUTH 87 DEGREES 00 MINUTES 18 SECONDS EAST, A DISTANCE OF 215.83 FEET) TO THE **POINT OF BEGINNING**; (5) THENCE CONTINUE ALONG THE ARC OF LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 32 DEGREES 40 MINUTES 45 SECONDS, AN ARC DISTANCE OF 128.33 FEET, (CHORD BEARING AND DISTANCE = SOUTH 42 DEGREES 00 MINUTES 18 SECONDS EAST, A DISTANCE OF 126.60 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED SOUTH 25 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 61.54 FEET; THENCE PROCEED NORTH 59 DEGREES 51 MINUTES 40 SECONDS EAST, A DISTANCE OF 41.88 FEET; THENCE PROCEED SOUTH 86 DEGREES 53 MINUTES 44 SECONDS EAST, A DISTANCE OF 78.13 FEET; THENCE PROCEED NORTH 64 DEGREES 20 MINUTES 04 SECONDS EAST, A DISTANCE OF 43.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 211.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32 DEGREES 32 MINUTES 20 SECONDS, AN ARC DISTANCE OF 119.83 FEET, (CHORD BEARING AND DISTANCE = NORTH 48 DEGREES 03 MINUTES 54 SECONDS EAST, A DISTANCE OF 118.22 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED NORTH 31 DEGREES 47 MINUTES 44 SECONDS EAST, A DISTANCE OF 25.13 FEET; THENCE PROCEED NORTH 49 DEGREES 48 MINUTES 00 SECONDS WEST, A DISTANCE OF 308.36 FEET; THENCE PROCEED SOUTH 35 DEGREES 08 MINUTES 33 SECONDS WEST, A DISTANCE OF 226.92 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 1.53 ACRES (66451.3 SQUARE FEET), MORE OR LESS.

**NEW PARK**

As a condition for granting the requested development order (the "Development Order") for Destin Commons shopping center to Developer, Destin Commons Ltd., Okaloosa County has required the Developer to arrange for the, acquisition and subsequent donation of land, and for a contribution to the improvements necessary for the construction and operation of a new park to be called "The Coleman L. Kelly Park" (the "Park"). The Park is to be located east of a parcel of land currently being developed as Mid-Bay Marina which development is part of a DRI. The DRI approval will need to be modified to provide for the Park improvements contemplated and modifications of land use provided in the DRI so that the DRI is compatible with and provides for the land use necessary for the implementation of the agreed-upon Park plan. The Park will include two tennis courts, tot play lot, and a large open area for public gatherings. In addition, there will be an area included in the Park to provide for three picnic tables, a new and separate 10-space parking lot, restrooms, and appropriate fencing and landscaping. The schedule of completion of respective tasks by Developer and the County are:

Developer will submit plans to County for approval identifying the location of the above-described improvements along with anticipated modifications to the DRI site plan, land uses and storm water system within 45 days of issuance of the final Development Order.

Forty-five (45) days following the approval of the site plan by County, Developer will submit modifications to the DRI site plan, requisite engineering, traffic concurrency, and any other information necessary to the appropriate county, regional and state agencies involved in granting approvals and modifications to the DRI.

This approval of the DRI modification should take approximately 180 days from submission barring any unforeseen events.

Once the DRI modification is approved, Developer will start its share of the construction of the Park improvements within 12 months after receiving the approved DRI modification. The County will be required to finalize construction of its share of the Park improvements within six years of issuance of the final Development Order for Destin Commons,

The Developer, at its expense, agrees to do the following within the time periods (where applicable) provided above:



**Exhibit A Page 3 of 5 – Original Condition 8**

1. Pay for permitting required to seek the proposed DRI modifications, which will include, but not be limited to, architectural, engineering, traffic and DRI consultants, and Developer's attorney's fees. County will assist with obtaining all requisite approvals as appropriate.

2. Purchase necessary land for the Park from existing property owners.

3. Construction:

a. Re-dig and reshape storm water pond and relocate drainage piping and underground utilities intended to serve the Park as necessary to accommodate storm water management requirements to effect the plan for the Park and service the adjoining DRI property

b. Grade, shape, grass and irrigate open area and provide adequate irrigation line size and water source for future tennis courts, rest rooms and tot lot areas to be landscaped and irrigated by county after the county finishes construction of these facilities.

c. Construct concrete slab for placement of three picnic tables and provide 3 picnic tables.

d. Construct a new 10-space parking lot.

e. Relocate some of the trees and landscaping previously scheduled for Mid-Bay Marina building before it became a Wyland mural to the Park area if permitted by county

4. Design restrooms building and detailed layout of tot lot area and tennis courts, which will be built by County.

5. Install landscaping and irrigation to open area when that area is complete and stub out irrigation line to areas to be built by County.

County, at its expense, agrees to do the following within the time period (where applicable) provided above:

1. County will construct the tennis courts, tot lot, restrooms and landscape and irrigate those facilities in accordance with approved plan.

**Exhibit A Page 4 of 5 – Original Condition 8**

2. County will provide appropriate maintenance and security to affect the agreed-upon operation and maintenance standards of the Park. These standards will include, among other things:
  - a. Park area, parking lot and access easement will be open only from dawn until dusk.
  - b. County will lock and unlock facilities as appropriate if fencing and gates are provided by the Developer.
  - c. Maintain necessary insurance and will provide quality operation and maintenance of the facilities owned by the County.

General provisions

The open area (which will be conveyed to the County at county's option or if retained by developer be governed by joint use agreement), which is being created, will be available to the public during daylight hours dawn to dusk. Open area will be available for evening (not later than 10 PM) functions so long as the function is supervised by county staff. If not conveyed to county then access to the public will be provided by a mutually agreed upon non-exclusive access easement. If the open area is conveyed to county at the County's option to be exercised by written notice to Developer to be received within one year from the date of the DRI modification, then the Developer or assigns will retain use rights at all time on a space available basis and to have total exclusive use (closed to public) of the open space area 15% of each year, day and night on not less than ten days advance notice to the County. Developer will provide insurance, damage repair, clean up and supervision when it uses the park.

2. Portions of Mid-Bay Marina's parking will be available for such special events scheduled by County for open area as necessary. This use is subject to appropriate maintenance and insurance requirements being provided for the use of the parking and is subject to prior scheduled use of such parking for other events.
3. County will be responsible daily for security, maintenance, insurance, and damage repair of the open area if conveyed to the County and in any event during such times as the open area is open to the public. Additionally County will be responsible to clean up immediately following all special events scheduled by County.

**Exhibit A Page 5 of 5 - Original Condition 8**

4. County does not construct its improvements identified within the applicable time periods provided above or should the County fail to maintain the park as a public facility as provided above for one year, the land and property conveyed to the County will revert back to the Developer or its assigns and all obligations regarding this Park and open area will cease between the parties.
  
5. Developer agrees to convey the appropriate land for construction of the tennis courts, tot lot, restrooms and, if so elected by the County, the open space area, to the County upon receiving 90 days notice that the County is ready to make application for grant to assist in funding improvements.. In addition Developer will at the same time cause to be granted to the County a 10' wide non-exclusive pedestrian easement leading from the Park to the Choctawhatchee Bay. The location of the easement will be west of the existing marina store and East of the launching docks of Mid Bay Marina, the easement will provide for interruption of public access for special events in area where public access would interfere with special events (such as a closed activity where there is cover charge) or hazardous conditions (such as boat show or construction activity) and the easement will also provide for relocation and temporary interruption during construction as development plans for area are finalized for that area immediately East of the Mid Bay Marina complex. Such relocation will be at grantors option and will be reasonably as close a walk distance to Bay from park as initial location.

**DSBOCA**  
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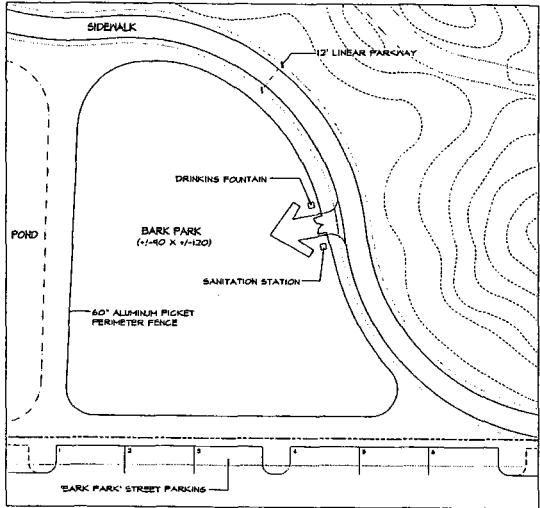
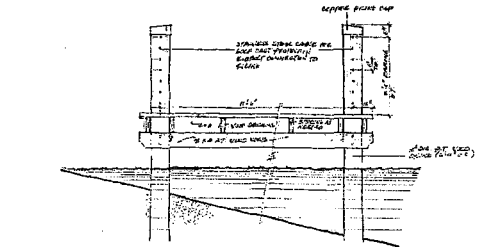
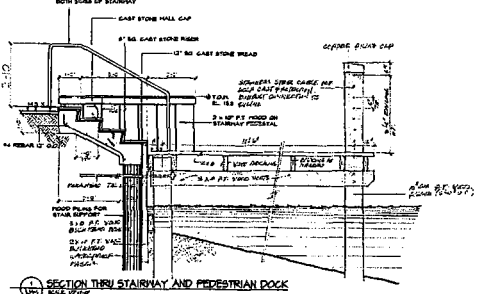
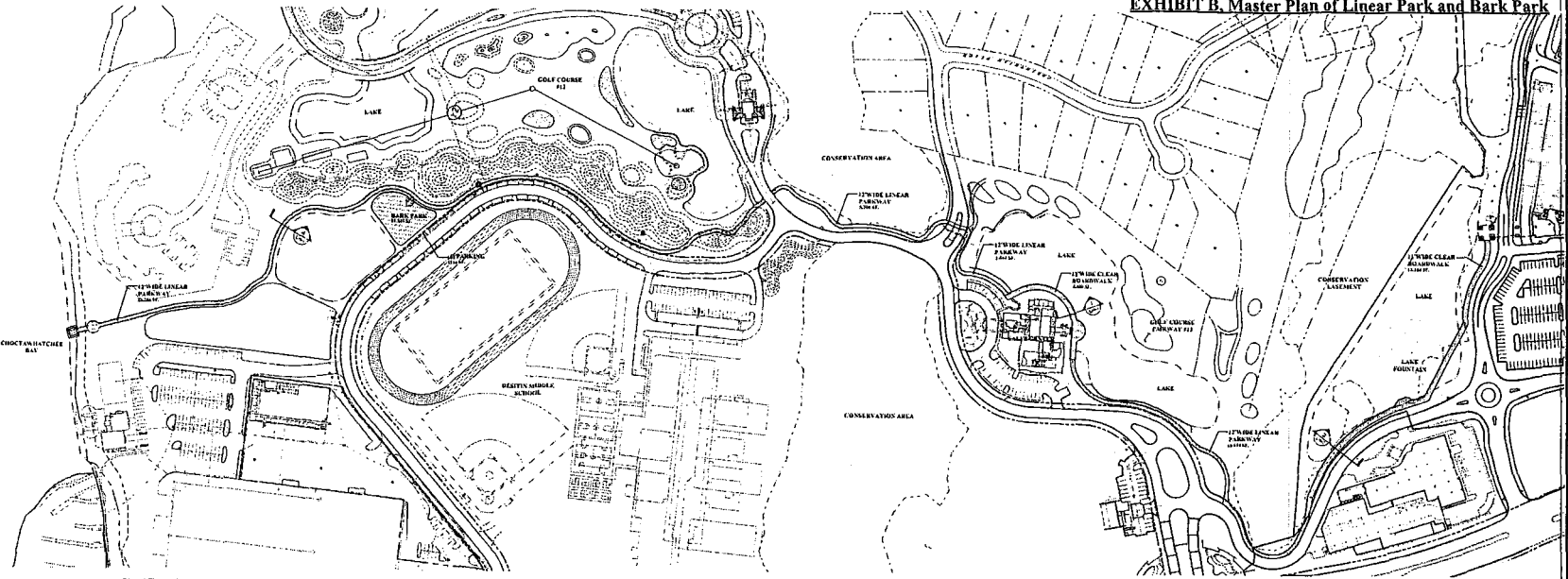
**OKALOOSA COUNTY LINEAR PARK  
 DESTIN, FLORIDA  
 LINEAR PARKWAY AREA CALCULATION**

REVISIONS

NO.	DATE	DESCRIPTION
1	MARCH 28, 2007	
2	MAY 22, 2007	
3	JUNE 04, 2007	

MARCH 13, 2007  
 DATE  
 N.O.  
 DESIGNED BY  
 S.E.  
 APPROVED BY

SHEET  
**LH-1**  
 DESIGN DEVELOPMENT



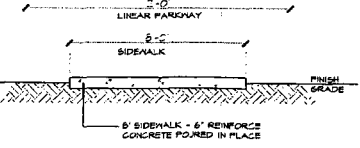
**SUMMARY CALCULATION FOR SIDEWALK AND BOARDWALK:**

LENGTH OF SIDEWALK:	3,493.5 LF. x 12 FT. = 41,922 SF.
LENGTH OF BOARDWALK:	1,108.0 LF. x 11 FT. = 12,188 SF.
LENGTH OF BOARDWALK:	366.67 LF. x 12 FT. = 4,400 SF.

**TOTAL SITE AREA CALCULATION:**

SIDEWALK:	42,436 SF.
BOARDWALK AREA:	16,588 SF.
DOG BARK AREA:	11,547 SF.
PARKING AREA:	1,514 SF.
<b>TOTAL AREA:</b>	<b>72,085 SF. (1.65 ACRE)</b>

EXISTING PARK COMMITMENT: 66,451.3 SF. (1.53 ACRES)



SCALE: 1" = 100'

## Exhibit C

### Linear Park Rules

- Destin Commons Linear Park and Bark Park open one (1) hour before sunrise and close one (1) hour after sunset.
- No glass containers\*.
- No use of alcohol.\*
- No fires.
- No illegal drugs.
- No firearms.
- No fireworks.
- No disorderly conduct; not limited to profanity, fighting, etc.
- No household garbage disposal allowed in parks.
- No littering.
- No all terrain vehicles.
- No camping.
- No soliciting.
- No commercial activity.
- Volume of audio devices shall be set so as to be inaudible to persons one hundred or more feet away from the device.
- No remote control cars, aircraft, or other vehicles.
- Special Event permits must be issued by the Resources department for groups numbering 50 or more wishing to use the Bark Park.
- Any dog displaying aggressive behavior shall be removed from the Linear Trail or Bark Park immediately.
- The outer entry gate of the Bark Park must be closed at any time during which a dog is being put on or taken off a leash
- All dogs on the Linear Park must be on leashes
- Except for watering at facilities provided at the Bark Park, no feeding of animals within the Bark Park or Linear Park
- All feces must be cleaned by the pet owner using the bags provided at the park and placed in the proper receptacle.
- Electric vehicles shall not be allowed on the Linear Park system\*

\*Unless approved in writing by Legendary Inc. or assigns