

**PARK DONATION AGREEMENT**

**THIS PARK DONATION AGREEMENT** (“Agreement”) is made and effective as of March 14, 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

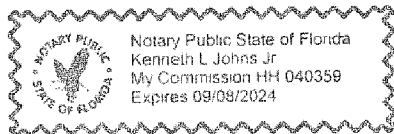
Katherine Hajraoui  
Witness as to Donor

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 19<sup>th</sup> 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.



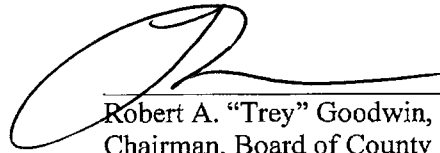
**REPRESENTED, EXPRESSLY OR OTHERWISE, TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF THE RIGHT TO A JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE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

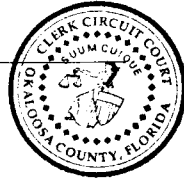


Robert A. "Trey" Goodwin, III  
Chairman, Board of County Commissioners

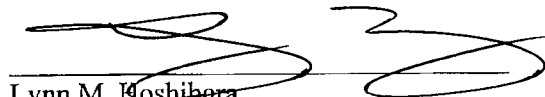
ATTEST:



J.D. Peacock II  
Clerk of Circuit Court



APPROVED AS TO FORM:



Lynn M. Hoshihara  
County Attorney

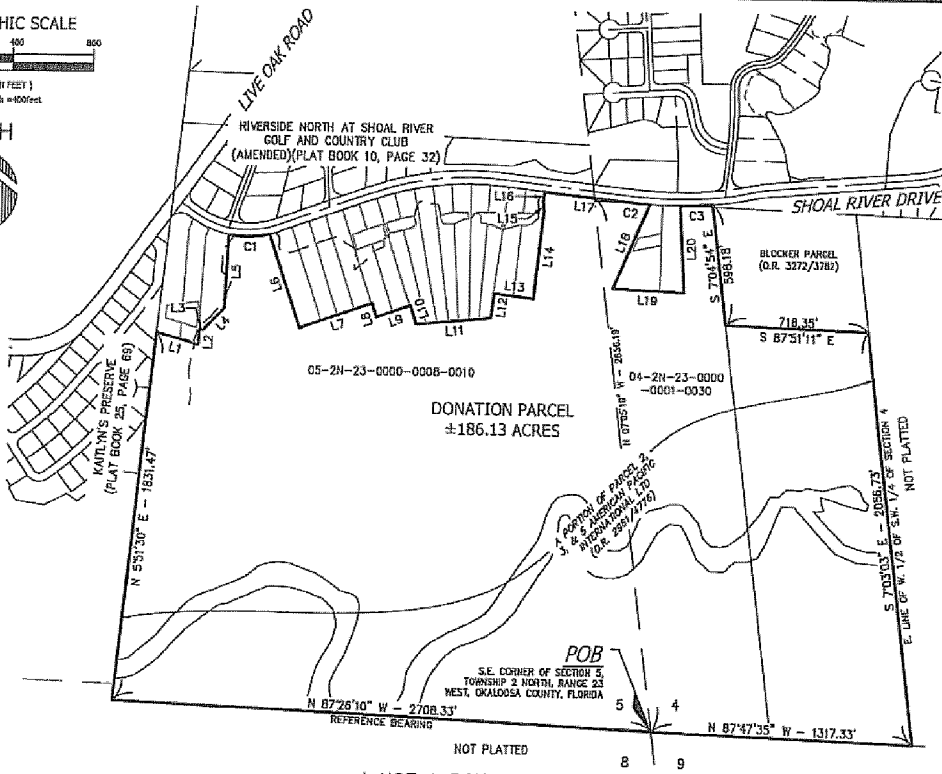
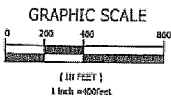
**Exhibit "A"**  
**Legal Description of Land Donor is Donating to the County**

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**



NOT PLATTED  
 \* NOT A BOUNDARY SURVEY \*  
 DONATION PARCEL

SEE SHEET 2 FOR DESCRIPTION AND SURVEY REPORT  
 DONATION PARCEL AT SHOAL RIVER GOLF AND COUNTRY CLUB IN SECTIONS 4 &  
 5, TOWNSHIP 2 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA.

DATE DESCRIPTION SHEET	20 APR 2022
CUSTOMER	ALLEN E. TUCKER, P.S.M. #4384
PROJECT	JOSHUA P. WOOD, P.S.M. #4880
DATE	20 APR 2022
SCALE	AS SHOWN
DATE	
SCALE	

**GUSTIN, COTHERN & TUCKER, INC.**  
 LAND SURVEYING & MAPPING  
 (880) 678-6141 L.B. #3501  
 121 HART STREET  
 NICEVILLE, FL 32578  
 www.gustinsurveying.com

INDEX  
 180500  
 180500.06b

20 APR 2022

NOT VALID WITHOUT THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
 180500  
 180500.06b

1  
 OF 2

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**

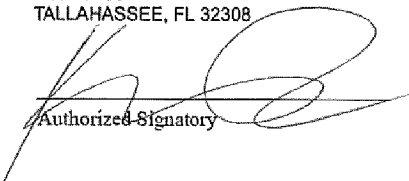
Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions. Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment 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  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  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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1  
**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.

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Schedule A

#### Transaction Identification Data for reference only:

<b>Commitment Number:</b> 1203075	<b>Revision Number:</b> None	<b>Issuing Office File Number:</b> 019-15120-2022(1)	<b>Issuing Office:</b> 1704501
<b>Property Address:</b> 0 Shoal River Drive Crestview, FL 32539	<b>Loan ID Number:</b>	<b>ALTA Universal ID:</b> None	<b>Issuing Agent:</b> 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

# 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°05'01" W, A DISTANCE OF 28.94 FEET; THENCE N 48°46'55" W, A DISTANCE OF 33.64 FEET; THENCE N 06°05'29" 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°00'38" 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.

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### NOTICE OF PUBLIC HEARING

The Okaloosa County Growth Management Department notice that, on **Tuesday, March 14, 2023** the Okaloosa County Board of County Commissioners will consider:

The Agreement is for the property shown and described in the map in this advertisement. A public hearing has been scheduled as follows:

The meeting will be held at **8:30 A.M.** or soon thereafter in the Okaloosa County Administrative Complex, Board meeting room, 1250 N. Eglin Parkway, Shalimar, FL.

The proposed Agreement may be inspected by the public at the Department of Growth Management offices in Shalimar, 1250 N. Eglin Pkwy., 8th floor, (850) 651-7180 or in Growth Management offices located at 402 Brookmeade Dr, Crestview, (850) 689-5080.

If any person decides to appeal any decision made with respect to any matter considered at these hearings, such person will need a record of the proceeding and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

Okaloosa County adheres to the Americans with Disabilities Act and will make reasonable modifications for access to these hearings upon request. Requests may be made to the Growth Management offices described above and must be made at least 48 hours in advance of the hearings in order to provide the requested service.

23-3N-23-0000-0001-002D  
04-2N-23-0000-0001-003A  
05-2N-23-0000-0001-001B  
24-3N-23-0000-0001-011C

