

**EXHIBIT B**

**CONTRACT, LEASE, AGREEMENT CONTROL FORM**

Date: 8/8/2002

Contract/Lease Control #: L02-0194-BCCI-52

Bid #: N/A Contract/Lease Type: EXPENDITURE

Award To/Lessee: OKALOOSA COUNTY

Lessor: LEXINGTON PARKE II

Effective Date: 5/7/2002 \$0

Term: INDEFINITE

Description of Contract/Lease: DONATION OF PROPERTY AT SHOAL RIVER RANCH

Department Manager: ADMINISTRATIVE SERVICES

Department Monitor: J. CURRY

Monitor's Telephone #: 689-5007

Monitor's FAX #: 689-5025

Date Closed: \_\_\_\_\_

AGREEMENT FOR DONATION OF PROPERTY

THIS AGREEMENT is made and entered into this 7th day of May, 2002, between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (the "COUNTY"), and LEXINGTON PARKE II OF GAINESVILLE, LTD., a Florida limited partnership ("LEXINGTON").

WHEREAS, LEXINGTON owns certain property located within Okaloosa County (hereafter "Subject Property"), consisting of approximately 161 acres, more or less, the legal description of which is attached hereto as Exhibit "A";

WHEREAS, LEXINGTON desires to donate such property to the COUNTY to be used for governmental purposes;

WHEREAS, the COUNTY desires to accept such property and to utilize it for the benefit of the public;

NOW, THEREFORE, in consideration of the above and the conditions, covenants and obligations between the Parties as outlined herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by all, the Parties agree as follows:

Section 1. OBLIGATIONS OF LEXINGTON.

A. LEXINGTON shall donate, without charge, the Subject Property to the COUNTY.

B. LEXINGTON shall donate, without charge, a right-of-way of one-hundred (100) feet in width and a separate right-of-way of

L02-0194-BCCI-52  
LESSOR: LEXINGTON PARKE II  
SHOAL RIVER RANCH PROPERTY  
EXPIRES: INDEFINITE.

eighty (80) feet in width which shall be used for access and utility purposes ("Access Property"). Said Access Property shall be dedicated for public use. A description of the Access Property is attached hereto as Exhibits "B(1)" and "B(2)".

C. The Subject Property and the Access Property shall be conveyed to the COUNTY by Warranty Deed, a form of which is attached hereto as Exhibit "C".

D. The Subject Property and the Access Property shall be conveyed to the COUNTY within thirty (30) days of the adoption of the proposed amendment to the Future Land Use Map (Amendment #02-01-12) by Okaloosa County or final agency action on the proposed amendment by the Florida Department of Community Affairs, whichever is later. Such amendment changes the land use classification of certain property of LEXINGTON from Agricultural to Industrial.

Section 2. OBLIGATIONS OF THE COUNTY.

A. The COUNTY shall have performed, at its expense, an appraisal of the Subject Property and the Access Property for the purposes of determining the value of the donation. Such appraisal shall be performed within sixty (60) days of the execution of this Agreement. The COUNTY acknowledges that the highest and best use for this property would be as industrial. The COUNTY shall provide a completed copy of such appraisal to LEXINGTON. The obligation of LEXINGTON to donate the Subject Property and Access Property shall be conditioned upon the appraisal determining that the fair market value of the donated Subject Property and Access Property shall be

an amount equal to or in excess of \$10,000 per acre. The COUNTY shall cooperate with LEXINGTON in providing any documentation which will assist LEXINGTON in demonstrating that the donation is a tax deductible event.

B. The COUNTY shall provide to LEXINGTON a survey of the Subject Property and the Access Property, including the appropriate legal descriptions attendant thereto. Such survey shall be at no expense to LEXINGTON.

C. The COUNTY shall pay all costs of the donation of the Subject Property and the Access Property, including, but not limited to, the appraisal, documentary stamps and recording charges. Title insurance and all costs and expenses related to its issuance shall be borne solely by the COUNTY. Each party shall bear its own costs relating to professionals and attorney's fees.

Section 3. The County agrees that the Subject Property and Access Property shall be used by the County for the siting of a wastewater treatment plant with effluent disposal facilities and providing access thereto.

Section 4. In the event of a dispute over this Agreement, the prevailing party shall be entitled to attorney's fees. Venue for any action brought relating to the terms, conditions or performance of this Agreement shall be in Okaloosa County, Florida. This provision shall survive the conveyance.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officials, on the date above first written.

OKALOOSA COUNTY, a political subdivision of the State of Florida

(Official Seal)

By: Paula L. Riggs  
Printed Name Jackie Burkett  
Chairman, Board of County Commissioners



ATTEST:

By: Gary J. Stanford  
Printed Name Gary J. Stanford  
Clerk of Circuit Court



STATE OF FLORIDA  
COUNTY OF OKALOOSA

I HEREBY CERTIFY that, on this 7th day of May, 2002, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Paula L. Riggs, and Gary J. Stanford, to me well known and known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed said instrument in the capacities and for the purposes therein expressed, and who are personally known to me or who have produced \_\_\_\_\_ as identification and did/did not take an oath.

Norma J. Jones  
Print Name \_\_\_\_\_  
Notary Public in and for the County and State Aforementioned

My Commission Expires:




Norma J. Jones  
MY COMMISSION # CC983120 EXPIRES  
January 22, 2005  
BONDED THRU TROY FARM INSURANCE, INC.

CC# 12 193 PERMS  
1741B: A, B(1), B(2)

LEXINGTON PARKE II OF GAINESVILLE, LTD.

BY:

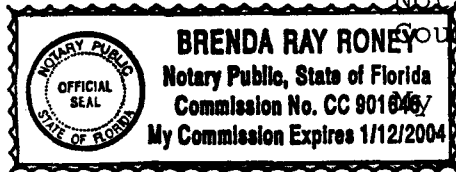


Ronnie C. Davis, President of EarthArt Incorporated the General Partner

STATE OF FLORIDA  
COUNTY OF OKALOOSA

I HEREBY CERTIFY that, on this 2 day of 5, 2002, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of LEXINGTON PARKE II OF GAINESVILLE, LTD., a Florida limited partnership, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he/she executed said instrument in the capacity and for the purposes therein expressed, and who is personally known to me or who has produced I. D. as identification and did/did not take an oath.

BRENDA RAY RONEY  
Print Name Brenda Ray Roney  
Notary Public in and for the \_\_\_\_\_  
County and State Aforementioned



Commission Expires: 1/12/2004

## Exhibit A

A lot or parcel of land in Okaloosa County, Florida and being more particularly described as follows: Beginning at the northwest corner of Section 29, Township 3 north, Range 22 west; thence S88°27'15" E along the north line of said Section 29, 1320 feet; thence S01°27'51"W, 402.73 feet; thence N88°32'09" W, 745 feet; thence S01°27'51"W, 804.17 feet; thence along the arc of a curve to the left having a radius of 1,000 feet, a chord bearing of S33°10'06" E, a chord distance of 1094.50 feet; thence S23°01'33"W, 665 feet to a point that is 200 feet north of and parallel to the centerline of the East Fork of Long Creek; thence a southwesterly direction along said 200 foot offset of said creek, 3,440 feet to a point that is 200 feet east of and parallel to the centerline of Long Creek; thence in a northeasterly direction along said 200 foot offset of said creek, 1,732 feet; thence departing said 200 foot offset around the edge of a draw to the right that is perpendicular to Long Creek, 2,544 feet back to a point that is 200 feet east of and parallel to said centerline of Long Creek; thence in a northeasterly direction along said 200 foot offset of said creek and also along Waters Edge of a swamp therein, 4,356 feet to the north line of Section 30, Township 3 North, Range 22 west; thence S88°27'15"E along the north line of said Section 30, 350 feet to the point of beginning and containing 168 acres more or less.

Said land lies in and is a part of the west ½ of Section 29 and the east ½ of Section 30, all in Township 3 North, Range 22 west, Okaloosa County, Florida.

Less and except a 150 foot power line right-of-way that traverses across said subject property and contains 7.0 acres more or less.

### **Exhibit B (1)**

A parcel of land being 80 feet wide for the purpose of a right-of-way in Okaloosa County, Florida being more particularly described as follows: A right-of-way that shall be 40 foot to the right and 40 foot to the left of the following described centerline; beginning at a point in the center of an unpaved county road (Jericho Road), said point being 2,300 foot south of the south line of Section 20, T3N, R22W; thence due west, 3,703 feet more or less to the Point of Termination on the east side of Exhibit No. 3 (a proposed WWT plant site) for Mid County Sewer System and containing 6.800 acres more or less.

Said 66' right-of-way lies in and is a part of the north  $\frac{1}{2}$  of Section 29, T3N, R22W, Okaloosa County, Florida.



## Exhibit B (2)

A parcel of land being 100 feet wide for the purpose of right-of-way in Okaloosa County, Florida being more particularly described as follows: A right-of-way that shall be 50 foot to the right and 50 feet to the left of the following described centerline; beginning at a point where the center of an unpaved road (Jericho Road) intersects the south right-of-way of U.S. Highway No. 90; thence run along the center of said road in a southerly direction, parallel to the east line of Section 20, T3N, R22W and the east line of Section 29, T3N, R22W, 7,834 feet more or less to the Point of Termination in the SE 1/4 of the NE 1/4 of Section 29, T3N, R22W and containing 17.984 acres more or less.

Said 100' right-of-way lies in and is a part of the NE 1/4 and the SE 1/4 of Section 20 and the NE 1/4 of Section 29, all in T3N, R22W, Okaloosa County, Florida.

IN WITNESS WHEREOF, the said Grantor has executed this Warranty Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

"GRANTOR"

LEXINGTON PARKE II OF GAINESVILLE, LTD.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

General Partner

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_, as \_\_\_\_\_ of LEXINGTON PARKE II OF GAINESVILLE, LTD., a Florida limited partnership, the Grantor herein. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Gregory T. Stewart  
Nabors, Giblin & Nickerson, P.A.  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308  
(850) 224-4070

**Exhibit C**

**WARRANTY DEED**

**THIS WARRANTY DEED**, is made this \_\_\_\_ day of \_\_\_\_\_, 2002, by LEXINGTON PARKE II OF GAINESVILLE, LTD., a Florida limited partnership, whose address is \_\_\_\_\_ ("Grantor"), in favor of OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 1804 Lewis Turner Boulevard, Ft. Walton Beach, Florida 32547 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH:** That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby grants, remises and releases unto the Grantee forever, all the right, title, interest, claim and demand which Grantor has in and to all that certain real property situate in Seminole County, Florida, more particularly described in Exhibits "A", "B(1)", and "B(2)" attached hereto and by this reference made a part hereof (the "Property").

**TO HAVE AND TO HOLD**, the above-described Property in fee simple forever in trust in accordance with the provisions of the Trust Agreement.

Full power and authority is granted by this Deed to Grantee to deal in and with the Property including the power and authority to protect, conserve, sell, lease, improve, encumber or otherwise to manage, improve and dispose of the Property, or any part of it, it being the intent to vest in Grantee any and all rights as authorized and contemplated by section 689.071(1), Florida Statutes (2000).

IN WITNESS WHEREOF, the said Grantor has executed this Warrant Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

"GRANTOR"

LEXINGTON PARKE II OF GAINESVILLE, LTD.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

General Partner

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_, as \_\_\_\_\_ of LEXINGTON PARKE II OF GAINESVILLE, LTD., a Florida limited partnership, the Grantor herein. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Gregory T. Stewart  
Nabors, Giblin & Nickerson, P.A.  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308  
(850) 224-4070

**Exhibit C**

BOARD OF COUNTY COMMISSIONERS

BCC APPROVED  
5/7

AGENDA REQUEST

DATE: MAY 7, 2002  
TO: HONORABLE CHAIRMAN & MEMBERS OF THE BOARD  
FROM: JEFF LITTRELL, DIRECTOR OF WATER & SEWER  
SUBJECT: SHOAL RIVER RANCH PROPERTY  
DISTRICT: ONE

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STATEMENT OF ISSUE:

The Okaloosa County Water & Sewer System has been pursuing property to locate and construct a new sewage treatment facility for the Mid-County Service Area. The existing plant located at the Bob Sikes Industrial Park does not have the capacity for future sewer loads and property is not available for expansion. The County has been pursuing property that would not have developmental issues due to existing residential or commercial properties. Mr. Ronnie Davis of Lexington Parke II of Gainesville, Ltd., a Florida limited partnership has properties on the Shoal River Ranch that is available for donation to the Board of County Commissioners.

BACKGROUND:

The Okaloosa County Water and Sewer System has completed site visits, maps and preliminary calculations for property requirements for a sewage treatment facility and disposal area on the Shoal River Ranch Properties. An agreement for the donation of property has been prepared by Nabors, Giblin & Nickerson, PA and distributed to all parties for review.

The agreement reference property locations, roadway locations and the acreages required by the County. The properties to be donated include the following:

- Exhibit No. 1: 100' Right-of-Way; 17.984 Acres More or Less
- Exhibit No. 2: 80' Right-of-Way; 6.80 Acres More or Less
- Exhibit No. 3: Treatment & Disposal Area; 161 Acres More or Less

Mr. Davis has agreed to donate the properties by Warranty Deed within thirty days of the adoption of the proposed amendments to the Future Land Use Map (Amendment #02-01-12) by Okaloosa County and final agency action on the proposed amendments by the Florida Department of Community Affairs. Okaloosa County Water & Sewer shall also

provide, at its expense, a certified survey and appraisal on the properties to be donated by Lexington Parke II of Gainesville, Ltd. to the Board of County Commissioners within sixty days of execution of the Donation Agreement. The appraisal information shall be used to assist Lexington Parke II of Gainesville, Ltd. in demonstrating that the property donation is a tax-deductible event. When the appraisal is complete, a copy will be distributed to all concerned parties.

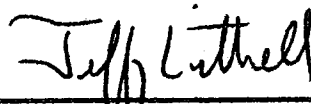
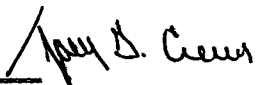
ANALYSIS:

The Okaloosa County Water and Sewer System is requesting that the Board of County Commissioners accept the offer of donation from Lexington Parke II of Gainesville, Ltd. and execute the Donation Agreement, subject to the adoption of the proposed amendments to the Future Land Use Map (Amendment #02-01-12) and the property appraisal being received and made a part of the agreement. Final property surveys would be completed upon execution of the agreement for all three properties.


RECOMMENDATION:

Board of County Commissioners accept offer of donation and execute Donation Agreement as prepared by Nabors, Giblin & Nickerson, PA.

RECOMMENDED BY:

  
  
\_\_\_\_\_  
Jeff Littrell, Director  
Joey Crews, Engineer

APPROVED BY:

  
\_\_\_\_\_  
Chris Holley, County Manager