

**EXHIBIT B**

**CONTRACT & LEASE AGREEMENT CONTROL FORM**

**Date:** *2/23/12*

**Contract/Lease Control #:** C08-1624-PW

**Bid #:** N/A

**Contract/Lease Type:** AGREEMENT

**Award to/Lessee:** *Banktrust* DUGGAN POND DEVELOPMENT GROUP II

**Lessor:**

**Effective Date:** 3/18/2008

**Amount:** \$750,000

**Term/Expires:** 3/17/2018

**Description of Contract/Lease:** TRANSPORTATION INFRASTRUCTURE

**Department Manager:** PUBLIC WORKS

**Department Monitor:** *J. Hofstad*

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

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

**Date Closed:**

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07-20-2018

Contract/Lease Control #: C08-1624-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: JRJ CAPITAL, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/18/2018

Expiration Date: 03/18/2023

Description of Contract/Lease: TRANSPORTATION INFRASTRUCTURE

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: CO8-1624PW Tracking Number: 3031-18  
Procurement/Contractor/Lessee Name: JRS Capital, LLC Grant Funded: YES \_\_\_ NO X  
Purpose: Third Amendment  
Date/Term: 3-18-23  
Amount: 750,000  
Department: PW  
Dept. Monitor Name: Antony

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**  
Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 7-9-18  
Purchasing Manager or designee Jeff Hyde, DeRita Mason

**2CFR Compliance Review (if required)**  
Approved as written: no federal funds  
Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**  
Approved as written: NO insurance element  
Date: \_\_\_\_\_  
Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**  
Approved as written: see email attached  
Date: 7-29-18  
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:  
**Clerk Finance**  
Document has been received:  
Date: \_\_\_\_\_  
Finance Manager or designee

**THIRD AMENDMENT TO THE  
TRANSPORTATION INFRASTRUCTURE AGREEMENT**

This Amendment is entered into this 17<sup>th</sup> day of July, 2018, by and between JRJ Capital, LLC (“JRJ”) and Okaloosa County, Florida, (the “County”), a political subdivision of the State of Florida.

WHEREAS, a Transportation Infrastructure Agreement (the “Agreement”) was entered into on March 18, 2008, by and between Duggan Pond Development Group II, LLC (“Duggan”) and the County; and

WHEREAS, the Agreement set forth certain conditions for the development of the property owned, which is more particularly described in the Agreement (the “Property”); and

WHEREAS, pursuant to the Agreement and to facilitate the development of the Property, additional improvements were required to be made to the intersection of PJ Adams Parkway and SR 85 to support this development (the “Improvements”); which are more particularly described in the Agreement; and

WHEREAS, those Improvements were made by the County and the total costs of those improvements were \$750,000, all at the expense of the County; and

WHEREAS, pursuant to the Agreement, Duggan was to partially repay the County the cost of the Improvements; through the donation of 1.789 acres of land to the County and provide services to the County, the value of which was established at \$332,316 and the remaining cash contribution would be \$417,684 ; and

WHEREAS, formal acknowledgment of the receipt of all payments due for the Agreement was sent on January 14, 2013; and

WHEREAS, the Property which was subject to the Agreement had been foreclosed upon by BankTrust and then sold to JRJ and they have taken title to the Property and are the successor in interest to BankTrust and Duggan; and

WHEREAS, the initial term of the Agreement expired on March 18, 2018, however the Agreement may be renewed upon mutual consent of the parties. JRJ and the County wish to extend the Agreement for a period of five years.

NOW, THEREFORE, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are true and correct and are incorporated as part of this Agreement.
2. The Agreement is extended through March 18, 2023.
3. The County shall continue to reserve capacity for 975 pm peak hour trips for the development on the Property, for the duration of the Agreement.
4. All other remaining terms of the Agreement, except as expressly modified herein, remain in force and effect.

Contract # C08-1627-PW  
JRJ CAPITAL, LLC  
TRANSPORTATION INFRASTRUCTURE  
EXPIRES: 03/18/2023

5. Effective Date and Notices. This third amendment to the Agreement shall be retroactively effective as of March 18<sup>th</sup>, 2018. Notices required under this Agreement shall be sent to the following unless written notice of change of address has been previously given:


To the County: Jason Autrey P.E., Director  
Okaloosa County Public Works Department  
1759 S. Ferdon Blvd  
Crestview, FL 32536

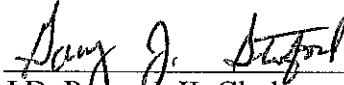
To JRJ Capital LLC: Denise Anderson,  
Costorde, LLC as agent for JRJ Capital LLC  
9764 Whithorn Drive  
Houston, TX 77095

THEREOF, the parties hereto have executed this Third Amendment to the Transportation Infrastructure Agreement on the day and year set out above.

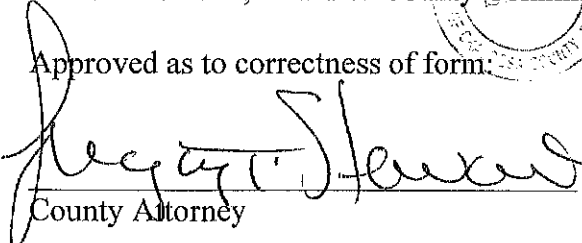
OKALOOSA COUNTY,  
FLORIDA

Attest:

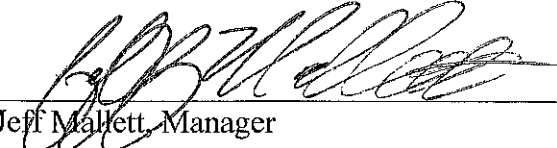
By:   
Name: Graham W. Fountain  
Title: Chairman, Board of County Commissioners

  
J.D. Peacock II, Clerk



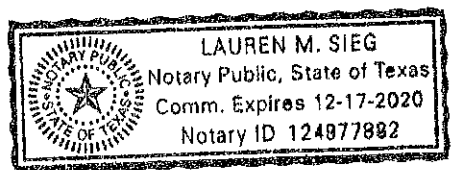
Approved as to correctness of form:  
  
County Attorney


JRJ Capital, LLC

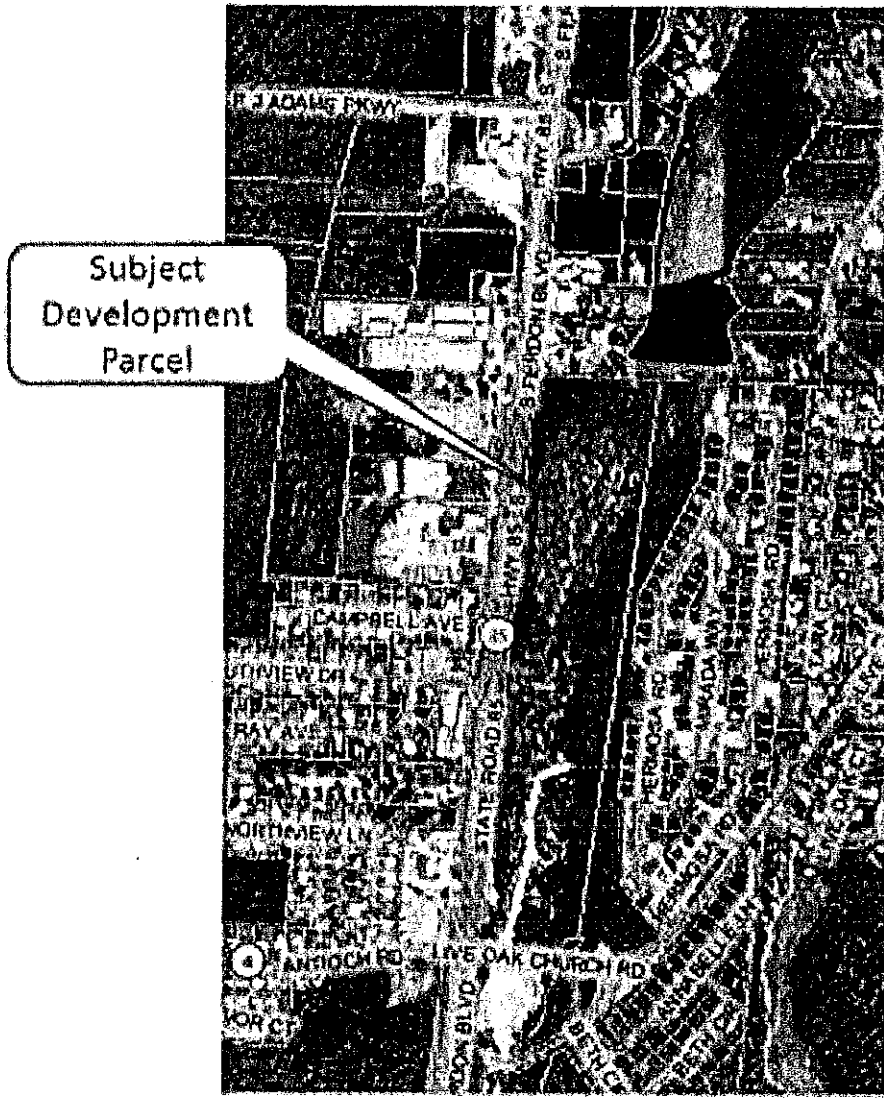
  
Jeff Mallett, Manager

STATE of Texas  
COUNTY of Harris

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2018, by Jeff Mallett, as Manager of JRJ Capital, LLC, on behalf of JRJ Capital, LLC, who is personally known to me.



  
Notary Public, State of Texas  
My commission expires 12/17/2020



**Aerial/Location Map**

**SECOND AMENDMENT TO THE  
TRANSPORTATION INFRASTRUCTURE AGREEMENT**

This Amendment entered into this 7<sup>th</sup> day of February, 2012, by and between BankTrust (the "Bank") and Okaloosa County, Florida, (the "County"), a political subdivision of the State of Florida.

WHEREAS, a Transportation Infrastructure Agreement (the "Agreement") was entered into on March 18, 2008, by and between Duggan Pond Development Group II, LLC ("Duggan") and the County; and

WHEREAS, the Agreement set forth certain conditions for the development of property owned, which is more particularly described in the Agreement (the "Property"); and

WHEREAS, pursuant to the Agreement and to facilitate the development of the Property, additional improvements were required to be made to the intersection of PJ Adams Parkway and SR 85 to support this development (the "Improvements"); which are more particularly described in the Agreement; and

WHEREAS, those Improvements were made by the County and the total costs of those improvements were \$750,000, all at the expense of the County; and

WHEREAS, pursuant to the Agreement, Duggan was to partially repay the County the cost of the Improvements; through the donation of 1.789 acres of land to the County and provide services to the County, the value of which was established at \$332,316; and

WHEREAS, there continues to be due a net contribution from Duggan toward the Improvements in the amount of \$417,684.00; and

WHEREAS, Duggan has failed to pay the amounts due under the Agreement; and

WHEREAS, the Property which was subject to the Agreement has been foreclosed upon by the Bank and they have taken title to the Property and are the successor in interest to Duggan; and

WHEREAS, the Agreement was amended on March 15, 2011 by a First Amendment to the Transportation Infrastructure Agreement, between the Bank and

the County which extended the payment of the net contribution due until March 18, 2012; and

WHEREAS, the Bank and the County wish to amend the Agreement to modify the terms for the payment of the remaining amounts due and for the future development of the Property.

NOW, THEREFORE, the parties agree as follows:


1. Recitals Incorporated. The foregoing recitals are true and correct and are incorporated as part of this Agreement.
2. The terms for payment due in this Agreement, as amended, are extended to December 30, 2012 under the terms set forth below.
3. BankTrust, or any subsequent successor in interest to the Property, shall pay to the County, the amount of \$417,684.00, which represents the remaining amount due for the Improvements which have been constructed by the County. The payment shall be paid in four (4) equal installments of \$104,421.00 as follows:
  - First payment due on March 10, 2012;
  - Second payment due on June 30, 2012;
  - Third payment due on September 30, 2012; and
  - Final payment due on December 30, 2012.
4. The County shall continue to reserve capacity for 975 pm peak hour trips for the development on the Property.
5. Permits. No permits shall be issued or development of the Property authorized until the full amount of \$417,684.00, is paid to the County.
6. All other remaining terms of the Agreement, except as expressly modified herein, remain in force and effect.
7. Effective Date. This second amendment to the Agreement shall be effective on the date set forth above.



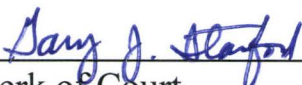
THEREOF, the parties hereto have executed this Second Amendment to the Transportation Infrastructure Agreement on the day and year set out above.

**OKALOOSA COUNTY,  
FLORIDA**

Attest:

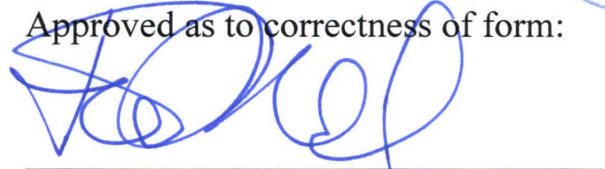
By   
Don Amunds, Chairman



  
Clerk of Court

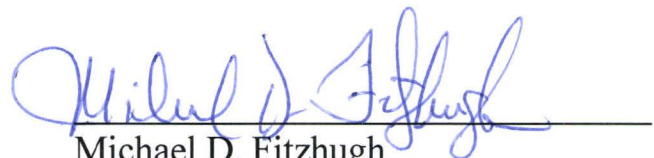


Approved as to correctness of form:



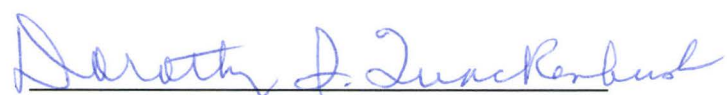
County Attorney

**BANKTRUST**

  
Michael D. Fitzhugh,  
President, Southern Region

STATE OF Alabama  
COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2012, by Michael D. Fitzhugh, as President of BankTrust, on behalf of BankTrust, who is personally known to me.

  
Notary Public, State of Alabama  
My Commission

emailed 2/6/12

RECEIVED JAN 31 2012  
KE

### EXHIBIT D

#### CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: CO8-1624-PW Tracking Number: 387-12  
 Contractor/Lessee Name: Bant Trust / Daggan Pond Dev. Group II, LLC  
 Purpose: Second Amendment to Transportation Infrastructure Agreement  
 Date/Term: 3/17/2012 1.  GREATER THAN \$50,000  
 Amount: \$417,684.00 2.  GREATER THAN \$25,001  
 Department: Public Works 3.  \$25,000 OR LESS  
 Dept. Monitor Name: John Hafstad

#### Purchasing Review

Procurement requirements are met:

[Signature]  
Contracts & Lease Coordinator

Date: 1/30/12

#### Risk Management Review

Approved as written:

[Signature]  
Risk Management Director

Date: 1-31-12

#### County Attorney Review

Approved as written:

[Signature]  
County Attorney

Date: 2/3/12

Following Okaloosa County approval:

#### Contract & Grant

Document has been received:

\_\_\_\_\_  
Contracts & Grants Manager

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

**FIRST AMENDMENT TO THE  
TRANSPORTATION INFRASTRUCTURE AGREEMENT**

This Amendment entered into this 15th day of March, 2011, by and between BankTrust (the "Bank") and Okaloosa County, Florida, (the "County"), a political subdivision of the State of Florida.

WHEREAS, a Transportation Infrastructure Agreement (the "Agreement") was entered into on March 18, 2007, by and between Duggan Pond Development Group II, LLC ("Duggan") and the County; and

WHEREAS, the Agreement set forth certain conditions for the development of property owned, which is more particularly described as Exhibit "A" to that Agreement (the "Property"); and

WHEREAS, pursuant to the Agreement and to facilitate the development of the Property, additional improvements were required to be made to the intersection PJ Adams Parkway and SR 85 to support this development (the "Improvements"); which are more particularly described in the Agreement; and

WHEREAS, those Improvements were made by the County and the total costs of those improvements were \$750,000, all at the expense of the County; and

WHEREAS, pursuant to the Agreement, Duggan was to partially repay the County the cost of the Improvements; through the donation of 1.789 acres of land to the County and provide services to the County, the value of which was established at \$332,316; and

WHEREAS, there continue to be due a net contribution from Duggan toward the Improvements in the amount of \$417,684.00, which was to be paid in three (3) equal installments of \$139,228.00, with all amounts being paid in full within three (3) years of the effective date from the Agreement; and

WHEREAS, Duggan has failed to pay the amounts due under the Agreement and the deadline for payment of all of the amounts due is March 18, 2011; and

WHEREAS, the Property which was subject to the Agreement has been foreclosed upon by the Bank and they have taken title to the Property and are the successor in interest to Duggan; and

WHEREAS, the Bank and the County wish to amend the Agreement to provide for the payment of the remaining amounts due and for the future development of the Property.

NOW, THEREFORE, the parties agree as follows:


1. Recitals Incorporated. The foregoing recitals are true and correct and are incorporated as part of this Agreement.
2. The terms for payment due in this Agreement are extended by one year, to March 18, 2012.
3. BankTrust or any subsequent successor to the Property shall pay to the County, the amount of \$417,684.00, which represents the remaining amount due for the Improvements which have been constructed by the County.
4. The County shall continue to reserve capacity for 975 pm peak hour trips for the development on the Property.
5. Permits. No permits shall be issued or development of the Property authorized until the full amount of \$417,684.00, is paid to the County.
6. All other remaining terms of the Agreement, except as expressly modified herein, remain in force and effect.
7. Effective Date. This amendment to the Agreement shall be effective on the date set forth above.

THEREOF, the parties hereto have executed this Amended Agreement on the day and year set out below.

OKALOOSA COUNTY, FLORIDA

Signed, sealed and delivered in the presence of:

By of *James Campbell*  
Chairman

*Dary J. Stafford* 

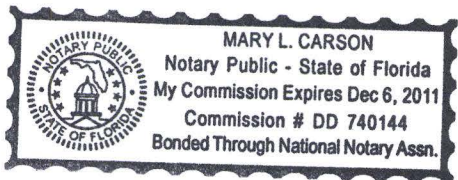
Approved as to correctness of form:



*[Signature]*  
(Attorney)

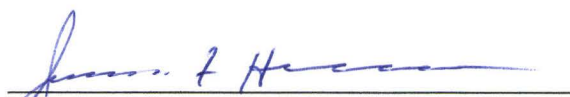
STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2011, by James Campbell, as Chairman of the OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of Okaloosa County, Florida, who is personally known to me.



*Mary L. Carson*  
Notary Public, State of Florida  
My Commission

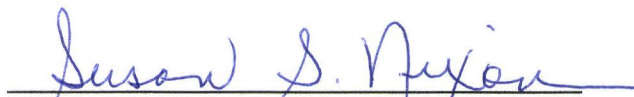
BankTrust



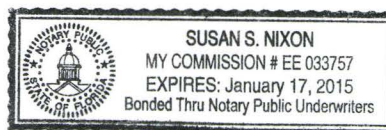
James F. House  
President, Florida

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2011, by James F. House, as President of BankTrust, on behalf of BankTrust, who is personally known to me.



Notary Public, State of Florida  
My Commission



## TRANSPORTATION INFRASTRUCTURE AGREEMENT

This Transportation Infrastructure Agreement is made and entered into as of the 18th day of March, 2007, by and between Duggan Pond Development Group II, LLC (hereafter referred to as "Duggan") and Okaloosa County, Florida, (hereafter "the County") a political subdivision of the State of Florida.

WHEREAS, Duggan is the owner of all that certain real property located in Okaloosa County, Florida and more particularly described in Exhibit "A" attached hereto (hereafter referred to as "the Property"), located on east side of SR 85, on the north and south side of Live Oak Church Road; and

WHEREAS, Duggan proposes to develop 342,304 square feet of commercial development consisting of retail, restaurants, banks, office buildings, or other uses and an additional 85 room hotel (hereafter referred to as the "Duggan Development") on the Property; and

WHEREAS, Duggan prepared and submitted to the County a Traffic Impact Analysis (hereafter referred to as the "Traffic Study") which has been reviewed and accepted by the County; and

WHEREAS, the Traffic Study demonstrates that sufficient capacity is available to accommodate all project traffic on all affected roadways, except at the intersection of PJ Adams Parkway and SR 85 where the following improvements and modifications will be required: one additional north-bound left turn lane and west-bound receiving lane, signal modifications, and related modifications, at a total cost of \$750,000; and

WHEREAS, other site-related operational improvements will be solely at Duggan's cost and are not addressed herein; and

WHEREAS, the intersection of PJ Adams Parkway and SR 85 is and has been the site of frequent traffic accidents and congestion, and the additional northbound left turn lane will substantially improve traffic safety as well as level of service at the intersection, thereby significantly benefiting the roadway network; and

WHEREAS, Duggan previously donated land to the County described as "Parcel A" and "Parcel B" on Exhibit "B" hereto, totaling 1.789 acres and provided services to prepare for County road improvements, for a total value to the County of \$332,316;

NOW, THEREFORE, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are true and correct and are incorporated as part of this Agreement.

CONTRACT: TRANSPORTATION  
INFRASTRUCTURE  
CONTRACT NO.: C08-1624-PW10-151  
DUGGAN POND DEV GROUP II  
EXPIRES: 3/17/2018

2. Credit Due to Duggan. Duggan is entitled to a credit for the value of land donated to the County for mitigation and the value of services provided to prepare the land for road construction in the total amount of \$332,316.

3. Net Amount Due from Duggan. Duggan agrees to contribute \$750,000 less \$332,316, the value of land and services provided by Duggan to the County, for a total net contribution of \$417,684.00 for the roadway improvements and modifications described above. The contribution shall be paid in three (3) equal installments of \$139,228.00 payable at the time permits are issued for each the three (3) phases of the Duggan Development. Provided, however, that any remaining balance of the total net contribution shall be due and payable to the County no later than three (3) years after the effective date of this Agreement.

4. Capacity to be Reserved. The County agrees to reserve 975 pm peak hour trips for the Duggan Development. The County agrees that Duggan, in its sole discretion, shall be allowed to assign some or all of the 975 pm peak hour trips to successors or assigns for the Duggan Development, or for another project within the boundary of the Property. Provided, however, that if the 975 pm peak hour reserved trips is insufficient for buildout of the Duggan Development or other project within the boundary of the Property, Duggan or its successors or assigns shall apply for additional concurrency approval under then-existing traffic conditions and pursuant to the County concurrency management regulations then in effect before proceeding with such development.

5. Satisfaction of Traffic Mitigation Requirements. The County acknowledges and agrees that, upon execution of this Agreement, and conditioned on full payment of the net amount due, Duggan shall be conclusively deemed to have satisfied all requirements of the County Comprehensive Plan and the County land development code relating to the mitigation of traffic impacts, transportation concurrency, and/or financial feasibility for development that would generate a total of 975 new pm peak hour trips located on the Property.

6. FDOT Review. The County and Duggan acknowledge that SR 85 is a Strategic Intermodal System highway, and the Florida Department of Transportation (FDOT) must concur with the mitigation described herein. Accordingly, the County submitted this proposed mitigation to FDOT for review. Written confirmation that FDOT concurs with the proposed mitigation is attached hereto as Exhibit "C."

7. Agreement Binds Successors and Assigns; Notice to Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. A copy of this Agreement and all exhibits shall be recorded in the public records of Okaloosa County with all recordation expenses paid by Duggan; further, a copy will be provided to all successors and assigns.



8. Duration of Agreement - The duration of this Agreement shall be for ten (10) years commencing with the effective date of this Agreement. This Agreement may be extended by the mutual consent of the parties for an additional five (5) years.

9. Effective Date; Notices. This Agreement shall be effective on the date of the last execution below. Notices required under this Agreement shall be sent to the following address unless written notice of change of address has been previously given:

To the County: Danielle Slaterpryce, P.E.  
Okaloosa County Director of Public Works  
1759 S. Ferdon Blvd  
Crestview, FL 32536

To Duggan : Jeffrey Burns  
Duggan Pond Development Group II, LLC  
PO Box 758  
Crestview, Florida 32536

with a copy to: Robert C. Apgar  
Greenberg Traurig, PA  
Post Office Drawer 1838  
Tallahassee, FL 32302

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set out below.

Signed, sealed and delivered  
in the presence of:

*Dany J. Stanford*



OKALOOSA COUNTY, FLORIDA

By *Jan Campbell*  
Chairman



Approved as to correctness of form:

*[Signature]*  
(Attorney)

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2008, by James Campbell, as Chairman of the OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of Okaloosa County, Florida who is personally known to me.

Jean de Mosier  
Notary Public, State of Florida  
My Commission **JEAN DEMOSIER**  
Notary Public, State of Florida  
My comm. expires Dec. 8, 2010  
Comm No. DD 618666

Signed, sealed and delivered  
in the presence of:

DEVELOPER

Duggan Pond Development Group II, LLC

by: March 11, 2008  
Registered Agent  
Burns, Jeffrey M.

STATE OF FLORIDA  
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2008, by Jeffrey M. Burns, who is personally known to me to be the managing member of the limited liabilities companies described in and which executed the foregoing instrument as a limited liability companies organized under the laws of the State of Florida and authorized to transact business in the State of Florida. She has acknowledged before me that she executed the foregoing instrument as such managing member in the name and on behalf of said limited liability companies.

Elizabeth A. Cooper  
Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

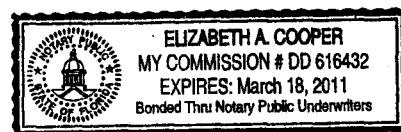
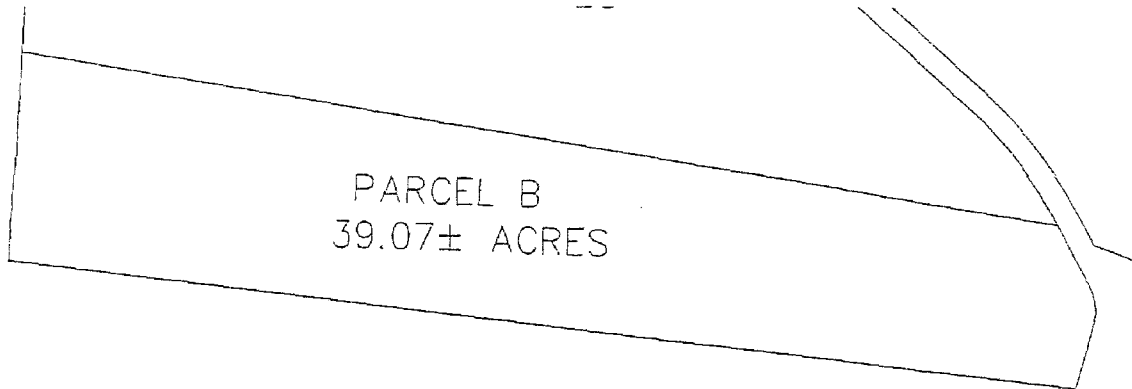


EXHIBIT "A"

DESCRIPTION: PARCEL "B"

COMMENCE AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, THENCE N 88°55'23" W, A DISTANCE OF 2399.01 FEET TO THE POINT OF BEGINNING; THENCE S 07°19'46" W A DISTANCE OF 3167.38 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LIVE OAK CHURCH ROAD (66' RIGHT OF WAY); THENCE S 59°25'10" W A DISTANCE OF 199.34 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 141.06 FEET (DELTA=45°57'16"); THENCE GO ALONG SAID CURVE TO THE RIGHT AN ARC DISTANCE OF 113.14 FEET (CHORD=110.13 FEET, CHORD BEARING=S82°23'48"W TO THE POINT OF TANGENCY; THENCE CONTINUE ON SAID RIGHT OF WAY N 74°37'34" W A DISTANCE OF 188.05 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH FERDON BOULEVARD (STATE ROAD 85) (150' RIGHT OF WAY); THENCE N 04°43'44" E ALONG SAID RIGHT OF WAY A DISTANCE OF 3229.79 FEET; THENCE DEPARTING SAID RIGHT OF WAY GO S 88°55'54" E A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 39.07 ACRES, MORE OR LESS.



## EXHIBIT "B"

### Conservation Easements

#### Parcel "A"

A conservation easement over, under and across a portion of Section 5, Township 2 North, Range 23 West, Okaloosa County, Florida, being more particularly described as follows:

COMMENCE at a concrete monument marking the southwest corner of Plantation Oaks, as recorded in Plat Book 11, Page 48, of the Public Records of Okaloosa County, Florida; thence South 04 degrees 45 minutes 55 seconds West a distance of 663.32 feet along the extension of the west boundary of said Plantation Oaks to a point on the centerline of Live Oak Church Road, an existing 66 foot county right of way; thence South 34 degrees 32 minutes 50 seconds West a distance of 398.51 feet along said existing centerline to the beginning of a curve, concave northwesterly, having a radius of 3437.75 feet; thence along said curve to the right and said existing centerline, run Southwesterly an arc distance of 293.28 feet through a central angle of 04 degrees 53 minutes 17 seconds (chord of said arc bearing South 36 degrees 59 minutes 28 seconds West a chord distance of 293.19 feet); thence along said existing centerline, run South 39 degrees 26 minutes 07 seconds West a distance of 27.07 feet to a Point of Curvature of the centerline of the realignment of Live Oak Church Road (as described by Okaloosa County Engineering Department), said point being on a curve concave northwesterly, having a radius of 409.26 feet; thence leaving said existing centerline, along said curve to the right and said realignment centerline, run Southwesterly an arc distance of 394.84 feet through a central angle of 55 degrees 16 minutes 37 seconds (chord of said arc bearing South 67 degrees 04 minutes 26 seconds West a chord distance of 379.70 feet); thence along said realignment centerline, run North 85 degrees 17 minutes 16 seconds West a distance of 134.02 feet; thence leaving said realignment centerline, run North 04 degrees 42 minutes 44 seconds East a distance of 40.00 feet to a point on the northerly right of way of the realignment of Live Oak Church Road, said point being the POINT OF BEGINNING. From said POINT OF BEGINNING, along said northerly right of way, run North 85 degrees 17 minutes 16 seconds West a distance of 93.29 feet; thence leaving said northerly right of way, run North 61 degrees 21 minutes 03 seconds East a distance of 12.11 feet; thence North 35 degrees 19 minutes 27 seconds East a distance of 53.01 feet; thence North 77 degrees 38 minutes 45 seconds East a distance of 97.08 feet; thence South 35 degrees 22 minutes 29 seconds West a distance of 66.61 feet; thence South 11 degrees 09 minutes 41 seconds West a distance of 23.63 feet to the POINT OF BEGINNING, containing 0.119 acres, more or less.

#### Parcel "B"

A conservation easement over, under and across a portion of Section 5, Township 2 North, Range 23 West, Okaloosa County, Florida, being more particularly described as follows:

COMMENCE at a concrete monument marking the southwest corner of Plantation Oaks, as recorded in Plat Book 11, Page 48, of the Public Records of Okaloosa County, Florida; thence South 04 degrees 45 minutes 55 seconds West a distance of 663.32 feet along the extension of the west boundary of said Plantation Oaks to a point on the centerline of Live Oak Church Road, an existing 66 foot county right of way; thence South 34 degrees 32 minutes 50 seconds West a distance of 398.51 feet along said existing centerline to the beginning of a curve, concave northwesterly, having a radius of 3437.75 feet; thence along said curve to the right and said existing centerline, run Southwesterly an arc distance of 293.28 feet through a central angle of 04 degrees 53 minutes 17

seconds (chord of said arc bearing South 36 degrees 59 minutes 28 seconds West a chord distance of 293.19 feet); thence along said existing centerline, run South 39 degrees 26 minutes 07 seconds West a distance of 27.07 feet to a Point of Curvature of the centerline of the realignment of Live Oak Church Road (as described by Okaloosa County Engineering Department), said point being on a curve concave northwesterly, having a radius of 409.26 feet; thence leaving said existing centerline, along said curve to the right and said realignment centerline, run Southwesterly an arc distance of 394.84 feet through a central angle of 55 degrees 16 minutes 37 seconds (chord of said arc bearing South 67 degrees 04 minutes 26 seconds West a chord distance of 379.70 feet); thence along said realignment centerline, run North 85 degrees 17 minutes 16 seconds West a distance of 6.77 feet; thence leaving said realignment centerline, run South 03 degrees 50 minutes 11 seconds West a distance of 40.00 feet to the POINT OF BEGINNING, said point being the intersection of the southerly right of way of the realignment of Live Oak Church Road and the westerly right of way of the realignment of Wayside Park Entrance Road (as described by Okaloosa County Engineering Department). From said POINT OF BEGINNING, along said westerly right of way, run South 03 degrees 50 minutes 11 West a distance of 12.07 feet to a curve concave northwesterly, having a radius of 348.97 feet; thence along said curve to the right and said westerly right of way, run Southwesterly an arc distance of 336.68 feet through a central angle of 55 degrees 16 minutes 37 seconds (chord of said arc bearing South 31 degrees 28 minutes 29 seconds West a chord distance of 323.77 feet) to a point on the northerly right of way of the existing Live Oak Church Road, said point being the end of said westerly right of way; thence along said northerly right of way, run South 59 degrees 06 minutes 48 seconds West a distance of 180.00 feet; thence leaving said northerly right of way, run North 32 degrees 38 minutes 57 seconds West a distance of 60.00 feet; thence North 48 degrees 10 minutes 58 seconds East a distance of 45.00 feet; thence North 29 degrees 01 minutes 51 seconds East a distance of 84.86 feet; thence North 08 degrees 24 minutes 26 seconds East a distance of 113.24 feet; thence North 26 degrees 54 minutes 38 seconds East a distance of 63.06 feet; thence North 03 degrees 16 minutes 27 seconds East a distance of 76.89 feet to the southerly right of way of the realignment of Live Oak Church Road; thence along said southerly right of way, run South 85 degrees 17 minutes 16 seconds East a distance of 233.28 feet to the POINT OF BEGINNING, containing 1.670 acres, more or less.

Said parcels containing an aggregate acreage of 1.789 acres, more or less.

**EXHIBIT "C"**

**(By FDOT)**

**Attachment A**  
**Site Location Map**



MAP PROJECTION:  
Lambert Conformal Conic  
Projection  
Stateplane: Florida  
North (0903)  
NAD 1983(90), NAVD 1988.

PUBLIC RECORD:  
This map was created  
by Okaloosa County  
and is in the public  
domain pursuant  
to Chapter 119, Florida  
Statutes.

DISCLAIMER:  
Okaloosa County hereby  
expressly disclaims  
any liability for errors  
or omissions in  
these maps, indexes or  
legends.

PARCEL DISCLAIMER:  
This Property Ownership  
Map was prepared for  
appraisal purposes only.  
It is not intended  
for conveyances, nor is  
it a survey.



NOT TO SCALE





**Attachment B**

**Transportation Infrastructure Agreement  
(with exhibits)**