

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 05-04-2018

Contract/Lease Control #: C18-2697-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: TAYLOR FARMS HOMEOWNERS ASSOCIATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/01/2018

Expiration Date: 60 DAYS FROM CLOSING

Description of Contract/Lease: RIGHT-OF-WAY DONATION AND VACATION AGREEMENT

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: DBXO Tracking Number: 2987-18
Procurement/Contractor/Lessee Name: Taylor Farms Grant Funded: YES ___ NO X
Purpose: Taylor Farms Right of Way Eminent
Date/Term: 60 days for closing date 1. GREATER THAN \$100,000
Amount: NA 2. GREATER THAN \$50,000
Department: PE 3. \$50,000 OR LESS
Dept. Monitor Name: Autry

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 4-23-18
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: NA Date: _____
Grants Coordinator Renee Biby

Risk Management Review

Approved as written: no risk element see attached Date: 4-23-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 4-24-18
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

DeRita Mason

From: Krystal King
Sent: Monday, April 23, 2018 4:23 PM
To: DeRita Mason
Subject: RE: Internal Coordination

No insurance element, Risk Management approved.

Krystal King

Okaloosa County
Risk Management
(850)889-5977
Fax (850)889-5973

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records available to the public and media upon request. Therefore, this written email communication including your email address, may be subject to public disclosure.

From: DeRita Mason
Sent: Monday, April 23, 2018 7:25 AM
To: Krystal King <kking@myokaloosa.com>
Subject: FW: Internal Coordination

Please review and approve.

Thank you,

DeRita

From: Scott Bitterman
Sent: Friday, April 20, 2018 3:05 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Parsons, Kerry <KParsons@ngn-tally.com>; Greg Stewart <gstewart@myokaloosa.com>
Subject: Internal Coordination

DeRita,

Can you start internal coordination for the attached item please? Kerry is the Legal point of contact. (Kerry, this agreement was generated and reviewed by Mr. Garner)

Scott

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, April 24, 2018 8:51 AM
To: Scott Bitterman
Cc: Greg Stewart; DeRita Mason
Subject: RE: Internal Coordination

This is approved for legal purposes.

From: Scott Bitterman [mailto:sbitterman@myokaloosa.com]
Sent: Friday, April 20, 2018 4:05 PM
To: DeRita Mason
Cc: Parsons, Kerry; Greg Stewart
Subject: Internal Coordination

DeRita,

Can you start internal coordination for the attached item please? Kerry is the Legal point of contact. (Kerry, this agreement was generated and reviewed by Mr. Garner)

Scott

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RIGHT-OF-WAY DONATION and VACATION AGREEMENT

THIS RIGHT-OF-WAY DONATION and VACATION AGREEMENT (the “Agreement”) is entered into by and among **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida (the “County”); **TAYLOR FARMS HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “HOA”); and **JAMES C. TAYLOR and MARJORIE G. TAYLOR, husband and wife, WILLIAM H. TAYLOR and GLENNA O. TAYLOR, husband and wife, ROBERT F. TAYLOR and MARTHA TAYLOR, husband and wife, MARGIE DALE TAYLOR, JOHN RAYMOND TAYLOR, and PAUL MARK TAYLOR** (the “Land Owners”), this 1st day of May, 2018, and the parties do agree, covenant and stipulate as follows:

WHEREAS, the Land Owners own certain land in Okaloosa County, Florida, identified by the Okaloosa County Property Appraiser using Parcel ID No. 36-3N-24-0000-0002-0000 (the “Land Owners’ Parcel”); and

WHEREAS, the HOA owns certain land in Okaloosa County, Florida, identified by the Okaloosa County Property Appraiser using Parcel ID No. 36-3N-24-1400-0000-0CA0 (the “HOA’s Parcel”); and

WHEREAS, the Florida Department of Transportation (“FDOT”) is undertaking a Project Development & Environmental Study to determine a location for an interchange between I-10 and the future location of the Western Crestview Bypass, which includes portions of P.J. Adams Parkway and Antioch Road (the “FDOT PD&E Study”); and

WHEREAS, the exact future location of the proposed Western Crestview Bypass east of Antioch Road is currently unknown; and

WHEREAS, after the exact location of the Western Crestview Bypass has been determined, and selected through a preferred alignment, the right-of-way acquisition and construction of the Western Crestview Bypass and I-10 interchange may be accomplished utilizing federal funds; and

WHEREAS, the Land Owners are in favor of a Western Crestview Bypass and are willing to donate to the County a portion of the Land Owners’ Parcel needed to complete the project; and

WHEREAS, the Land Owners desire to make a voluntary donation to the County of those parts of the Land Owners’ Parcel that are described in Exhibits “A” and “B” attached hereto and incorporated by reference herein (collectively the “Land Owners’ Property”); and

WHEREAS, if the Western Crestview Bypass is located within the part of the Land Owners' Property described in Exhibit "B", the County will own unused right-of-way along a segment of existing Antioch Road as shown in Exhibit "C" attached hereto and incorporated by reference herein (the "Unused Right-of-Way"); and

WHEREAS, Raspberry Road is contemplated to run along the north side of Exhibit "A" with design administration by Okaloosa County and maintenance by the City of Crestview; and

WHEREAS, the HOA owns and is responsible for maintaining a stormwater retention pond as shown and more particularly described in Exhibit "D" attached hereto and incorporated by reference herein (the HOA Parcel and the stormwater retention pond collectively referred to as the "HOA Property"); and

WHEREAS, The Northwest Florida Water Management District has indicated that the stormwater retention pond, shown in Exhibit "D", does not comply with its operating permit and must have improvements to be in compliance; and

WHEREAS, the County is willing to accept ownership and maintenance of the stormwater retention pond, shown in Exhibit "D", and to bring the pond into compliance with the operating permit requirements of the Northwest Florida Water Management District; and

WHEREAS, the Land Owners need fill dirt for use on the retained portion of the Land Owners' Parcel within the Temporary Construction Easement area described in Exhibit "E" attached hereto and incorporated by reference herein (the "TCE Area"), and the County may have surplus fill dirt when constructing P.J. Adams Phases I, II, III, and IV that it can provide for the Land Owners' use; and

WHEREAS, the Land Owners and the HOA each hereby acknowledge being fully advised by the County of the Land Owners' and the HOA's rights to have the referenced property or property interests appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Each of them having been fully informed of the above rights, the Land Owners with regard to the Land Owners' Property and the HOA with regard to the HOA's Property each hereby waive those rights and agrees to donate its respective Property.

NOW, THEREFORE, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into this Agreement as if set forth fully herein.

2. **CONVEYANCE AND ACCEPTANCE.** The Land Owners agree to convey to the County at no cost, and the County hereby agrees to accept from the Land Owners, the Land Owners' Property for use in constructing, operating and maintaining the Western Crestview Bypass road right-of-way. The HOA agrees to convey to the County at no cost, and the County hereby agrees to accept from the HOA, the HOA Property.

3. **COUNTY COVENANTS.** As a material inducement to the Land Owners and the HOA to execute this Agreement and perform their obligations hereunder, the County hereby covenants as follows:

- a. The County agrees to provide an appraisal of the properties shown in Exhibits "A", "B", and "D". The County will provide a letter to the Land Owners and to the HOA, for IRS purposes, acknowledging the County procured the appraisal of the properties shown in Exhibits "A", "B", and "D".
- b. The County shall provide one access point to the Western Crestview Bypass for the Land Owner to access the retained part of the Land Owners' Parcel at a point adjacent to the donated area shown in Exhibit "A" in a location that is mutually agreeable to the County and the Land Owners and that is consistent with the requirements of the County's Land Development Code.
- c. The County shall provide two access points to the Western Crestview Bypass for the Land Owner to access the retained part of the Land Owners' Parcel at points adjacent to the donated area shown in Exhibit "B" in locations that are mutually agreeable to the County and the Land Owners and that are consistent with the requirements of the County's Land Development Code.
- d. After conveyance of the HOA Property from the HOA to the County, the County agrees to own, operate and maintain the stormwater retention pond located on the HOA Property, and further agrees to receive into said stormwater retention pond all of the stormwater discharged from up to 23 home sites located in the Taylor Farms Subdivision. In addition, the County agrees to accept stormwater discharge from future development bounded by Exhibits "B", "C" and "D", as long as capacity is available, into the stormwater retention pond, as shown in Exhibit "D". In addition, the County agrees to accept stormwater discharge from future

development between Interstate 10 and Exhibit "C", as long as capacity is available, into the stormwater retention pond, as shown in Exhibit "D".

- e. Subject to the Land Owners obtaining appropriate permits, if any are required, for the placement of fill material within the retained part of the Land Owners' Parcel, the County shall deliver and stockpile all of its suitable surplus fill dirt from the P.J. Adams improvement projects, Phases I, II, III, and IV, within the TCE Area for use by the Land Owners. The surplus fill dirt shall be deemed suitable if it does not include tree material or other material not suitable for use in constructing an embankment. The surplus fill dirt shall be stockpiled at locations within the TCE Area that has been delineated by the Land Owners and will be placed at no particular grade. Should the TCE become full of fill dirt, the excess fill dirt will be placed adjacent to land in Exhibit B that is mutually acceptable to the Land Owner and to the County.
- f. Upon commencement of the Western Crestview Bypass roadway's use by the traveling public within the donated area of Land Owners' Property described in Exhibit "B", the County shall vacate and return to the Land Owners the Unused Right-of-Way, and shall remove the roadway and associated concrete drainage therefrom and restore the roadbed to grassed vegetation.
- g. The County shall provide two access points to the Western Crestview Bypass for the Land Owner to access the Land Owners' Parcel at points adjacent to the area shown in Exhibit "F" in locations that are mutually agreeable to the County and the Land Owners and that are consistent with the requirements of the County's Land Development Code.
- h. The Land Owners' property adjacent to Garrett Pit Road from Whitehurst Lane, thence south 1,900 feet, pursuant to the existing Land Development Code, is not subject to the County's transportation concurrency requirements, as the County does not currently maintain Garrett Pit Road.
- i. In the event that a final determination has been made that the Western Crestview Bypass will not utilize the Land Owners' Property, the County shall re-convey ownership of the Land Owners Property back to the Land Owners and shall re-convey ownership of the HOA Property back to the HOA at no cost to the Land Owners or the HOA.

- j. In the event that a preferred alignment has not been selected for the Western Crestview Bypass through the Land Owners' Property by January 1, 2020, the County shall re-convey ownership of the Land Owners Property back to the Land Owners and shall re-convey ownership of the HOA Property back to the HOA at no cost to the Land Owners or the HOA.
- k. During the design process for Rasberry Road, the County shall prioritize an alignment of Rasberry Road that runs along the north side of Exhibit "A" which provides access to uplands in the northeast corner of Exhibit "A" without crossing wetlands.

4. **LAND OWNERS' COVENANTS.** As a material inducement to the County to execute this Agreement and perform its obligations hereunder, the Land Owners hereby covenant as follows:

- a. The Land Owners shall grant to the County a temporary construction easement over the TCE Area for the purpose of placing surplus fill dirt from the P.J. Adams improvement project Phases I, II, III, and IV, at locations of the Land Owners' choosing, either in areas where no permits are required, or where the Land Owners have obtained a valid permit for placement of the fill material (the "TCE"). The TCE shall expire upon the County depositing its last delivery of fill dirt within the TCE Area.
- b. The Land Owners agree that upon deposit by the County of the fill dirt within the areas delineated by the Land Owners as either areas where no permits are required, or in other areas having a valid permit for the placement of fill material, the County shall have no further ownership interest in or responsibility for the deposited fill dirt, and will have no liability whatsoever relating to the deposited fill dirt.
- c. The Land Owners understand that, other than as set forth in this Agreement, the County disclaims any warranty of the fill dirt material as to its suitability for fitness of use for any purpose, or as to any other matter, and agree to hold the County harmless against any claim, suit or damages whatsoever related thereto. Further, Land Owners agree that it shall be the Land Owners' sole responsibility to obtain any permits required for the placement of fill dirt in any location delineated by the Land Owners for placement of fill dirt delivered by the County, and Land Owners agree to hold the County harmless and indemnify the County against any penalty, fine, fee, claim, suit or damages that arise from the County's

placement of the fill dirt at any location delineated by the Land Owners for placement of the fill dirt.

- d. The Land Owners agree to conduct no grading and place no permanent structures in the area described in Exhibit "F".

5. **HOA COVENANTS.** As a material inducement to the County to execute this Agreement and perform its obligations hereunder, the HOA hereby covenants that, following conveyance of the HOA Property to the County, it will at the County's request perform all further acts or deliver all additional instruments reasonably necessary for the transfer of existing facility permits to the County for the operation of the stormwater retention pond located on the donated HOA Parcel, if any, and further, that upon the County's reasonable request, the HOA will provide such assistance to the County, other than the payment of money, as is needed to obtain a new permit or meet other regulatory requirements related to the operation and maintenance of the stormwater retention pond located on the donated HOA Property, if any be required.

6. **REPRESENTATIONS AND WARRANTIES OF LAND OWNERS.** As a material inducement to the County to execute this Agreement and perform its obligations hereunder, the Land Owners represent and warrant to the County that there are no known claims against the Land Owners, and the Land Owners have good and marketable title to and exclusive ownership and possession of the Land Owners' Property, and that on the Donation Date Land Owners shall deliver title thereto free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than the Permitted Encumbrances (defined below).

7. **REPRESENTATIONS AND WARRANTIES OF HOA.** As a material inducement to the County to execute this Agreement and perform its obligations hereunder, the HOA represents and warrants to the County that:

- a. The HOA is a duly organized, validly existing corporation, and its status is active under the laws of the State of Florida. The HOA has all requisite power and authority and has taken all requisite action, including Board of Director's approval, necessary to enter into and perform all of the terms and conditions of this Agreement.
- b. This Agreement constitutes, and all other documents executed by the HOA with respect to the matters addressed in this Agreement will constitute, when executed and delivered, valid and binding obligations of the HOA, enforceable in accordance with their terms.
- c. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to the

HOA, the Articles of Incorporation or By-Laws of the HOA, nor any certificate, indenture, agreement, or other instrument to which the HOA is a party, or by which it is bound.

- d. There are no known claims against the HOA, and the HOA has good and marketable title to, and exclusive ownership and possession of, the HOA Property, and on the Donation Date shall deliver title thereto free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than the Permitted Encumbrances (defined below).
- e. No representation or warranty made by the HOA in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.

8. **REPRESENTATIONS AND WARRANTIES OF COUNTY.** As a material inducement to the Land Owners and to the HOA to execute this Agreement and perform its obligations hereunder, the County represents and warrants that:

- a. The County is a political subdivision of the State of Florida. The County has all of the requisite power and authority to enter into and carry out and perform the terms and conditions of this Agreement.
- b. This Agreement constitutes, and all other documents to be executed by the County with respect to the matters addressed in this Agreement, will constitute, when executed and delivered, valid and binding obligations of the County, enforceable in accordance with their terms.
- c. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to the County, nor any indenture, agreement, or other instrument to which the County is a party, or by which it is bound.
- d. No representation or warranty made by the County in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.

9. **TITLE INSURANCE AND PERMITTED ENCUMBRANCES.**

- a. Within ten (10) days from the Effective Date (defined below), the County may, at its own cost and from a title insurance agent of its choosing, obtain a current title insurance commitment in favor of the County covering the Land Owners' Property and the HOA Property. Any such title insurance commitment shall commit the insurer to issue an owner's title insurance policy to the County

covering said Property substantially in accordance with the ALTA Standard Owner's Form B, reflecting title to said Property to be marketable and insurable, except for the Permitted Encumbrances (defined below), the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items and the standard survey exception (based on a current survey for all or portions of the said Property), and materialman's liens and mechanics liens, if there are no such liens on the Donation Date. The Land Owners' representative and the HOA shall execute on, or prior to, the Donation Date, in favor of the County and the title insurance company, all forms or affidavits reasonably required by the title insurance company including, but not limited to, the appropriate affidavits sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

- b. The County shall notify the Land Owners and the HOA in writing no more than fifteen (15) days after receipt of the title insurance commitment of any alleged material defect in said respective party's title to the Land Owner's Property and the HOA Property, other than Permitted Encumbrances (defined below), which render or may render title to the said Property unmarketable in accordance with the standards adopted by the Florida Bar or uninsurable. Any objections to the title not shown on the notice furnished by the County in accordance with this paragraph shall be deemed to have been waived by the County. Each donating party shall have thirty (30) days after receipt of the County's notice to eliminate the objections to title set forth in the County's notice. If a donating party shall fail to deliver title as herein provided, the County may accept whatever title the donating party is able to convey, or reject title and terminate this Agreement with no further liability of any party to any other.
- c. If the County desires to have any standard survey exceptions deleted or modified in the title policy, the County shall have the right to survey the property and deliver to the title insurance company properly certified surveys of the Land Owners' Property and the HOA Property that comply with Florida law, and that meet the insurer's requirements for deleting or modifying said exceptions.
- d. As used above, "Permitted Encumbrances" means all present building restrictions and zoning regulations, easements, restrictions, reservations, rights-of-way, conditions and limitations of record which are not coupled with any reverter or forfeiture provisions, including (without limitation) any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any "Murphy Deeds," none of which, however, shall impair or restrict the use of the Land Owners' Property or the HOA Property.

10. **PRE-DONATION CONDUCT.** During the period between execution of this Agreement and the Donation Date:

- a. The Land Owners and the HOA shall maintain the subject property in the customary manner, normal wear and tear excepted.
- b. The Land Owners and the HOA shall promptly notify the County of any event, activity or occurrence that may have a material adverse effect on the subject property, or of any notification of same from any person, business or agency.
- c. The Land Owners and the HOA shall provide the County, or its agents, with unrestricted access to the subject property on reasonable advance notice.
- d. The County shall, at its own expense, determine in its sole and absolute discretion whether the Land Owners' Property is suitable for use to construct and operate a public roadway. The County may conduct any tests, analyses, surveys, investigations ("Inspections") which it deems necessary to determine to its satisfaction: the Land Owners' Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation; restrictions and subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with Americans with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that County deems appropriate to determine the suitability of the Land Owners' Property for the County's intended use. The County will deliver written notice to the Land Owners no later than ten (10) days prior to the Donation Date of the County's determination whether the Land Owners' Property is acceptable. The County's failure to comply with this notice requirement will constitute acceptance of the Land Owners' Property in its present "as is" condition. Upon delivery of timely notice that the Land Owners' Property is not acceptable, the Land Owners and the HOA agree that the County shall have the right, but not the obligation to terminate this Agreement.

11. **TERMINATION OF AGREEMENT.** This Agreement may be terminated: (i) as provided in Sections 9.b. or 10.d.; (ii) by mutual written consent of the parties; (iii) by either party if the transactions contemplated hereby have not closed on or before the sixtieth (60th) day following the Effective Date of this agreement, or (iv) by either party if this Agreement is materially breached by the other party including, but not limited to, a material breach of any representation or warranty, if not cured within thirty (30) days after notice from the non-breaching party. A party seeking to terminate this Agreement herein shall deliver to the other

party written notice of termination. In the event the termination occurs pursuant to Articles 9.b. or 10.d., there shall be no liability on the part of either party to the other.

12. **DONATION DATE AND CLOSING.** This transaction shall be completed no later than sixty (60) days following the Effective Date of this Agreement at a time and location mutually acceptable to the parties ("Donation Date"), unless extended by the mutual agreement of the parties. On the Donation Date, the Land Owners and the HOA shall convey the Land Owners' Property and the HOA Property to the County as follows:

- a. Title to the Land Owners' Property and the HOA Property shall be conveyed to the County by General Warranty Deed in recordable form, free of all claims, liens, or encumbrances, other than Permitted Encumbrances.
- b. Real and tangible personal property taxes, shall be paid by the County.
- c. Recording fees to record the deeds and any other fees, assessments or charges and fees for recording instruments necessary to deliver title to the County shall be paid for by the County. Notwithstanding its exemption, Documentary stamp taxes, if any, shall be paid by the County.
- d. The HOA shall provide to County such other instruments of conveyance and evidence of corporate authorization as shall be necessary, in the reasonable opinion of County's legal counsel or the title agent selected by the County to issue title insurance as provided herein.
- e. Each of the parties shall pay the fees of its own attorneys and other professional advisers in connection with this Agreement and transaction.
- f. At closing, each party shall deliver to the other party a certificate stating that: (a) the party is not prohibited by decree or law from consummating the transaction contemplated hereby; (b) there is not pending on the Donation Date any legal action or proceeding that hinders the ability of either party to close the transaction; and (c) all warranties and representations of such party contained in this Agreement are true and correct in all material respects as of the Donation Date.

13. **GENERAL TERMS.**

- a. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.

- b. This Agreement is solely for the benefit of the parties hereto and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third party.
- c. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.
- d. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.
- e. This Agreement may not be amended, modified or assigned without the prior written consent of the parties hereto.
- f. Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by or on behalf of the County, or the HOA in connection herewith, no stipulation, covenant, agreement or obligation shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any commissioner, officer, shareholder, employee, or agent of the County or the HOA in any such person's individual capacity, and no such person, in an individual capacity, shall be liable personally for any breach or non-observance of, or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for any claim based hereon or on any such stipulation, covenant, agreement, or obligation, against any such person, in an individual capacity, either directly or through the County or the HOA.
- g. Any notice or other document required or allowed to be given pursuant to this Agreement shall be in writing and shall be delivered personally, or by recognized overnight courier, or by electronic correspondence or facsimile transmission with written confirmation. Notices shall be effective upon receipt or failure to accept delivery, electronic correspondence or facsimile transmission shall be deemed received on the date sent if received by 5:00 p.m. Central Time on a business day. If received after 5:00 p.m. Central Time, such transmission shall be deemed received on the next business day.
- h. All time periods expressed as days will be computed as calendar days. If a deadline falls on a Saturday, Sunday or national legal holiday, performance will

be due by the end of the next calendar day that is not a Saturday, Sunday or national legal holiday. All time periods will end at 5:00 p.m. Central Time on the particular day.


IN WITNESS WHEREOF, the parties to this Agreement have executed it, or caused it to be executed and entered into effective on the date signed by the last party to execute (the "Effective Date").

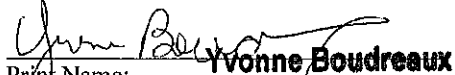
(Signatures on following pages)

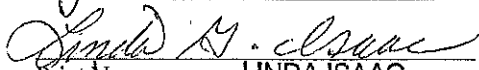
JAMES C. TAYLOR and MARJORIE G. TAYLOR, husband and wife

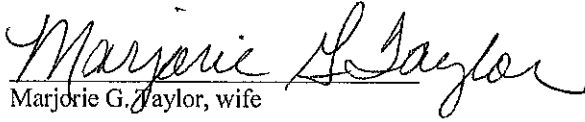
Witnesses:

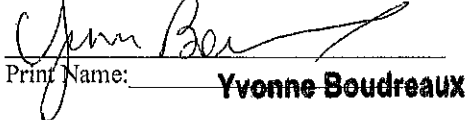

Print Name: LINDA ISAAC


James C. Taylor, husband


Print Name: Yvonne Boudreaux

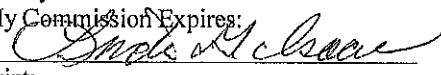

Print Name: LINDA ISAAC


Marjorie G. Taylor, wife


Print Name: Yvonne Boudreaux

STATE OF FLORIDA
COUNTY OF ~~OKALOOSA~~ ESCAMBIA


The foregoing instrument was acknowledged before me this 4th day of APRIL, 2018 by James C. Taylor. He is personally known to me, or produced _____ as identification.

Notary Public:
My Commission Expires: 
Print:
Dated: _____

Linda G. Isaac
Notary Public - State of Florida
Commission # FF135303
My Commission Expires: 6/23/2018

STATE OF FLORIDA
COUNTY OF ~~OKALOOSA~~ ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of APRIL, 2018 by Marjorie G. Taylor. She is personally known to me, or produced _____ as identification.

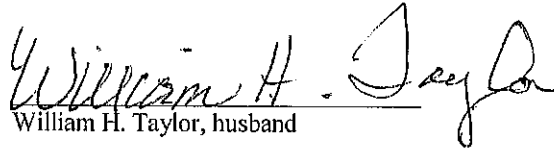
Notary Public:
My Commission Expires: 
Print:
Dated: _____

Linda G. Isaac
Notary Public - State of Florida
Commission # FF135303
My Commission Expires: 6/23/2018

WILLIAM H. TAYLOR and
GLENN A. TAYLOR, husband and
wife

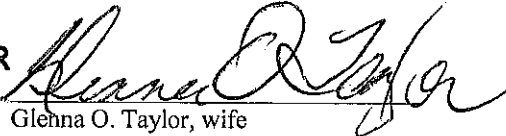
Witnesses:


Print Name: LINDA ISAAC


William H. Taylor, husband

Print Name: ELIZABETH MILLER


Print Name: Yvonne Boudreaux


Glenna O. Taylor, wife


Print Name: Elizabeth Miller

STATE OF FLORIDA
COUNTY OF OKALOOSA *ESCAMBAM*

The foregoing instrument was acknowledged before me this 5th day of April, 2018 by William H. Taylor. He is personally known to me, or produced _____ as identification.

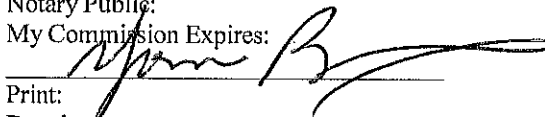
Linda G. Isaac

Notary Public - State of Florida
Commission # FF135303
My Commission Expires: 6/23/2018

Notary Public:
My Commission Expires: 
Print: _____
Dated: _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 10th day of April, 2018 by Glenna O. Taylor. She is personally known to me, or produced _____ as identification.

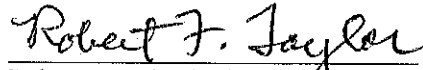
Notary Public:
My Commission Expires: 
Print: _____
Dated: _____

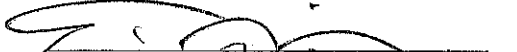
YVONNE BOUDREAUX
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES, FEB 18, 2021
COMMISSION # GG 62503

ROBERT F. TAYLOR and MARTHA
TAYLOR, husband and wife

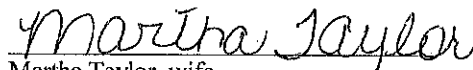
Witnesses:


Print Name: LINDA ISAAC


Robert F. Taylor, husband


Print Name: ELIZABETH MILLER


Print Name: LINDA ISAAC

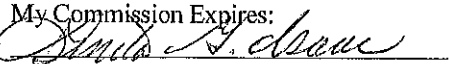

Martha Taylor, wife


Print Name: ELIZABETH MILLER

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 12th day of APRIL, 2018 by Robert F. Taylor. He is personally known to me, or produced _____ as identification.


Linda G. Isaac
Notary Public - State of Florida
Commission # FF135303
My Commission Expires: 6/23/2018

Notary Public:
My Commission Expires:

Print:
Dated: _____

STATE OF FLORIDA
COUNTY OF OKALOOSA ESCAMBIA

The foregoing instrument was acknowledged before me this ___ day of APRIL, 2018 by Martha Taylor. She is personally known to me, or produced _____ as identification.

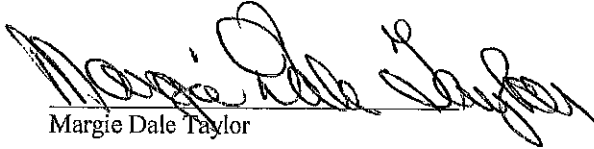
Linda G. Isaac
Notary Public - State of Florida
Commission # FF135303
My Commission Expires: 6/23/2018

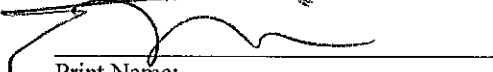
Notary Public:
My Commission Expires:

Print:
Dated: _____

MARGIE DALE TAYLOR

Witnesses:


Print Name: LINDA ISAAC



Margie Dale Taylor


Print Name: ELIZABETH MILLER

STATE OF FLORIDA
COUNTY OF OKALOOSA ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of APRIL, 2018 by Margie Dale Taylor. She is personally known to me, or produced _____ as identification.

Linda G. Isaac
Notary Public - State of Florida
Commission # FF135303
My Commission Expires: 6/23/2018

Notary Public:
My Commission Expires:

Print:
Dated: _____

JOHN RAYMOND TAYLOR

Witnesses:

Kristen Muse
Print Name: Kristen Muse

Amy L A Board
Print Name: Amy L A Board

John Raymond Taylor
John Raymond Taylor

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 11 day of April, 2018 by John Raymond Taylor. He is personally known to me, or produced DRIVER'S license as identification.

Notary Public:
My Commission Expires: 08/30/2020

Print: Jerrica Hawkins
Dated: 11 April 2018



PAUL MARK TAYLOR

Witnesses:

Yvonne Boudreaux
Print Name: Yvonne Boudreaux

Paul Mark Taylor
Print Name: Paul Mark Taylor

[Signature]
Print Name: ELIZABETH MILLER

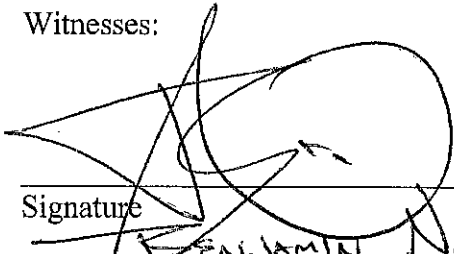
STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 3rd day of April, 2018 by Paul Mark Taylor. He is ✓ personally known to me, or produced _____ as identification.


Notary Public:
My Commission Expires: *Yvonne Boudreaux*
Print: _____
Dated: _____


YVONNE BOUDREAU
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES, FEB 18, 2021
COMMISSION # GG 62503

Witnesses:


 Signature _____
 Printed Name BENJAMIN NELSON

TAYLOR FARMS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

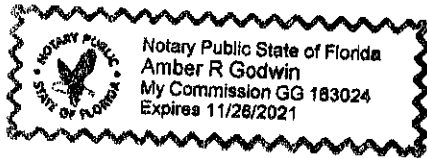

 Signature _____
 Printed Name Bruce A. Houle, President



 Signature _____
 Printed Name Scott Bitterman

[PLACE CORPORATE SEAL]

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

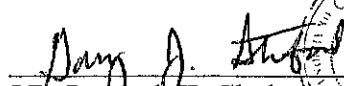
The foregoing instrument was acknowledged before me this 20 day of April, 2018 by Bruce A. Houle, as President of Taylor Farms Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. He is personally known to me, or produced Driver's License as identification.




Notary Public:
 My Commission Expires: 11/26/2021 
 Print: Amber Godwin
 Dated: 4/20/18

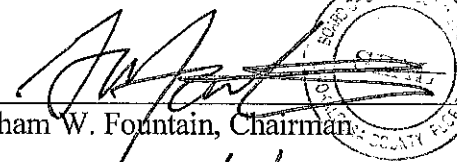
OKALOOSA COUNTY, a political subdivision of
the State of Florida

ATTEST:

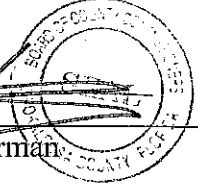


J.D. Peacock II, Clerk



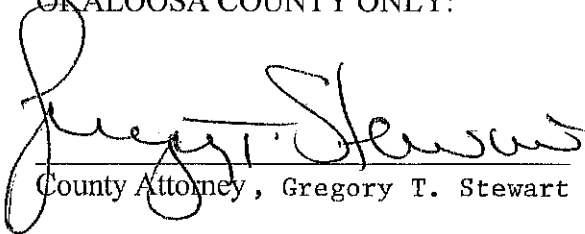


Graham W. Fountain, Chairman



Dated: 5/1/18

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE RELIANCE OF
OKALOOSA COUNTY ONLY:



County Attorney, Gregory T. Stewart

EXHIBIT "A"

LAND OWNERS' PROPERTY - NORTH

RIGHT OF WAY
LEGAL DESCRIPTION

One lot or parcel of land in the City of Crestview, Okaloosa County, Florida and being more particularly described as follows: BEGINNING at an existing iron pin (EIP) (3/4 " Rebar, Cap 4150) marking the NW corner of the NE 1/4 of the NW 1/4 of Section 36, Township 3 North, Range 24 East; thence along the West line of said forty S1°54'51"W, for a distance of 1335.30 feet to a concrete monument found (4"X4") marking the NW corner of the SE1/4 of the NW1/4; thence along the West line of said forty S1°54'58"W, for a distance of 430.23 feet to an EIP (5/8" Rebar, cap 4150) marking the intersection of the North Right of Way (R/W) line of Interstate -10 (Variable R/W); thence leaving said Forty line along said R/W line in a curve to the left having a radius of 17050.80 feet, an arc length of 169.30 feet with a chord bearing and distance of N69°49'54"E, 169.30 feet to an EIP (5/8" rebar, cap DOT); thence continue along said R/W line N65°45'38"E, for a distance of 326.57 feet to a point; thence leaving said R/W N1°54'51"E, for a distance of 429.88 feet to a point; thence N88°20'05"W, for a distance of 250.00 feet to a point; thence N1°54'51"E, for a distance of 1130.01 feet to a point on the North line of the NE 1/4 of the NW 1/4 of said section; thence along the North line of said forty N88°20'05"W, for a distance of 200.00 feet to the POINT OF BEGINNING. Said land is located in the parcel of land described in Official Record Book 2974, Page 2760 as recorded in the office of the Clerk of Court of Okaloosa County, Florida, and in the NE1/4 of the NW1/4 and the SE1/4 of the NW1/4 of Section 36, T3N, R24W. Said land contains 10.73 acres more or less.

EXHIBIT "B"

LAND OWNERS' PROPERTY – SOUTH

RIGHT OF WAY

LEGAL DESCRIPTION

One lot or parcel of land in the City of Crestview, Okaloosa County, Florida and being more particularly described as follows: COMMENCING at a concrete monument found (4"X4", cap 4150) marking the SW Corner of the NE 1/4 of the SW 1/4 of Section 36, T3N, R24W; thence along the West line of said forty N1°55'33"E, for a distance of 747.56 feet to an existing iron pin (EIP) (1/2" rebar) marking the intersection of the South Right of Way (R/W) line of Antioch Road (Variable R/W), and the East R/W line of Garrett Pit Road (66' R/W); Thence leaving said forty line along the South R/W line of Antioch Road S58°47'30"E, for a distance of 26.38 feet to the POINT OF BEGINNING; Thence leaving said R/W line S1°52'21"W, a distance of 73.76 feet; thence along a curve to the left having a radius of 647.05 feet, an arc length of 1029.59 feet and a chord bearing and distance of S43°42'44"E, 924.36; thence S89°17'50"E, for a distance of 572.55 feet to a concrete marker found (4"X4") marking the purported SE corner of the NE 1/4 of the SW 1/4 of said section; thence along the purported East line of said forty N1°38'28"E, for a distance of 51.19 feet to an EIP (1/2" rebar, cap 3501) marking the intersection of the South R/W of Antioch Road ; thence along said R/W in a curve to the right having a radius of 994.93 feet, an arc length of 219.87 feet and a chord bearing and distance of N65°25'07"W, 219.42 feet to a point; thence leaving said R/W N89 °17'50"W, for a distance of 372.75 feet to a point; thence along a curve to the right having a radius of 507.05 feet, an arc length of 801.89 feet and a chord bearing and distance of N43°59'29"W, 720.89 feet to a point on the South R/W of Antioch Road; thence along said South R/W N58°47'30"W, for a distance of 160.62 feet to the POINT OF BEGINNING. Said land is located in the parcel of land described in Official Record Book 2974, Page 2760 as recorded in the office of the Clerk of Court of Okaloosa County, Florida, and in the NE1/4 of the NW1/4 and the SE1/4 of the NW1/4 of Section 36, T3N, R24W. Said land contains 4.68 acres more or less.

EXHIBIT "C"

UNUSED RIGHT-OF-WAY

RIGHT OF WAY VACATION
LEGAL DESCRIPTION

One lot or parcel of land in the City of Crestview, Okaloosa County, Florida and being more particularly described as follows: COMMENCING at a concrete monument found (4"x4", cap 4150) marking the SW corner of the NE1/4 of the SW1/4 of Section 36, T3N, R24W; thence along the West line of said forty N1°55'33"E, for a distance of 747.56 feet to an existing iron pin (EIP) (1/2" rebar) marking the intersection of the South Right of Way (R/W) line of Antioch Road (Variable R/W), and the East R/W line of Garrett Pit Road (66' R/W); thence leaving said forty line along the South R/W line of Antioch Road S58°47'30"E, for a distance of 187.00 feet to the POINT OF BEGINNING; thence leaving said R/W line N9°17'18"E, for a distance of 81.98 feet to a point on the North R/W line of Antioch Road; thence along said North R/W line S59°45'38"E, for a distance of 19.51 feet to an EIP (1/2" rebar, cap 7927) marking the SW corner of a 20 foot strip dedicated to Okaloosa County by Taylor Farms Subdivision as recorded in Plat Book 26, Page 94 in the office of the Clerk of Court of Okaloosa County, Florida; thence leaving said R/W line along the West line of said 20 foot strip N31°03'58"E, for a distance of 20.24 feet to an EIP (1/2" rebar) marking the NW corner of said 20 foot strip and the SW corner of Lot 10, Block B of said subdivision; thence along the North line of said 20 foot strip and said South line of Block B S59°25'47"E, for a distance of 517.20 feet to an EIP (1/2" pipe, cap 7411) marking the NE corner of said 20 foot strip, the SE corner of Lot 3, Block B of said subdivision, and the North R/W line of Antioch Road; thence leaving said 20 foot strip along said North R/W line and said South line of Block B S59°04'54"E, for a distance of 161.48 feet to a point; thence leaving said North R/W line and said South line of Block B along a curve to the left having a radius of 104.74 feet, an arc length of 136.32 feet and a chord bearing and distance of S7°02'32"E, 126.90 feet to a point on the South R/W line of Antioch Road; thence along said South R/W line N59°06'58"W, for a distance of 625.04 feet to an EIP (5/8" rebar, cap 5024); thence continue along said South R/W line N58°47'30"W, for a distance of 121.03 feet to the POINT OF BEGINNING. Said land is located in the NE1/4 of the SW1/4 of Section 36, T3N, R24W, contains a portion of the R/W of Antioch Road, contains all of the 20 foot strip dedicated to Okaloosa County by Taylor Farms Subdivision, and contains 1.60 acres more or less.

EXHIBIT "D"

HOA PROPERTY

**RETENTION POND
LEGAL DESCRIPTION**

One lot or parcel of land in the City of Crestview, Okaloosa County, Florida and being more particularly described as follows: COMMENCING at an existing iron pin (EIP) (5/8" rebar, cap 5024) marking the NE corner of the NE 1/4 of the SW 1/4 of Section 36, T3N, R24E; thence along the East line of said forty S1°46'26"W, for a distance of 783.13 feet to an EIP (1/2" rebar, cap 7927) and the POINT OF BEGINNING; thence leaving said Forty line N88°14'02"W, for a distance of 178.23 feet to an EIP (1/2" rebar, cap 7927); thence S33°39'01"W, for a distance of 283.12 feet to an EIP (1/2" rebar, cap 7927) marking the North Right of Way (R/W) line of Antioch Road (Variable R/W); thence along said North R/W line S59°04'54"E, for a distance of 126.53 feet to an EIP (1/2" rebar, cap 7927); thence continue along said R/W line along a curve to the left having a radius of 894.93 feet, an arc length of 234.34 feet and a chord bearing and distance of S66°34'31"E, 233.67 feet to an EIP (1/2" rebar, cap 7411) marking the intersection of the said North R/W and the above mentioned East Forty line; thence along the East line of said Forty N1°46'47"E, for a distance of 388.27 feet to the POINT OF BEGINNING. Said land being the common area, drainage/utility easement, and environmental area as shown on Taylor Farms Subdivision recorded in Plat Book 26, Page 94 as recorded in the office of the Clerk of Court of Okaloosa County, Florida, and being located in the NE 1/4 of the SW 1/4 of Section 36, T3N, R24W. Said land contains 2.02 acres more or less.

EXHIBIT "E"

TEMPORARY CONSTRUCTION EASEMENT AREA

**TEMPORARY CONSTRUCTION EASEMENT
LEGAL DESCRIPTION**

One lot or parcel of land in the City of Crestview, Okaloosa County, Florida and being more particularly described as follows: BEGINNING at the SE corner of the SE 1/4 of the NW 1/4 of Section 36, T3N, R24E; thence along the East line of said forty $N1^{\circ}40'29''E$, for a distance of 186.76 feet to a point; thence leaving said Forty line $N88^{\circ}50'27''W$, for a distance of 1311.60 feet to a point on the West line of the SE 1/4 of the NW 1/4 of said section; thence along the West line of said forty and the West line of the NE 1/4 of the SW 1/4 $S1^{\circ}52'21''W$, for a distance of 676.56 feet to a point at the intersection of the North Right of Way (R/W) of Antioch Road (Variable R/W); thence leaving said forty along said North R/W $S59^{\circ}45'38''E$, for a distance of 197.29 feet to a point; thence leaving said R/W $N9^{\circ}17'18''E$, for a distance of 204.48 feet to a point; thence $S88^{\circ}50'27''E$, for a distance of 1112.90 feet to a point on the East line of the NE 1/4 of the SW 1/4 of said section; thence along the East line of said forty $N1^{\circ}46'26''E$, for a distance of 383.24 feet to the POINT OF BEGINNING. Said land lying within those parcels of land described in Official Record 2974, Page 2760, Official Record 2977, Page 2934, and Plat Book 26, Page 94 as recorded in the office of the Clerk of Court of Okaloosa County, Florida, and being located in the NE1/4 of the SW1/4 and the NE1/4 of the SW1/4 of Section 36, T3N, R24W. Said land contains 17.85 acres more or less.

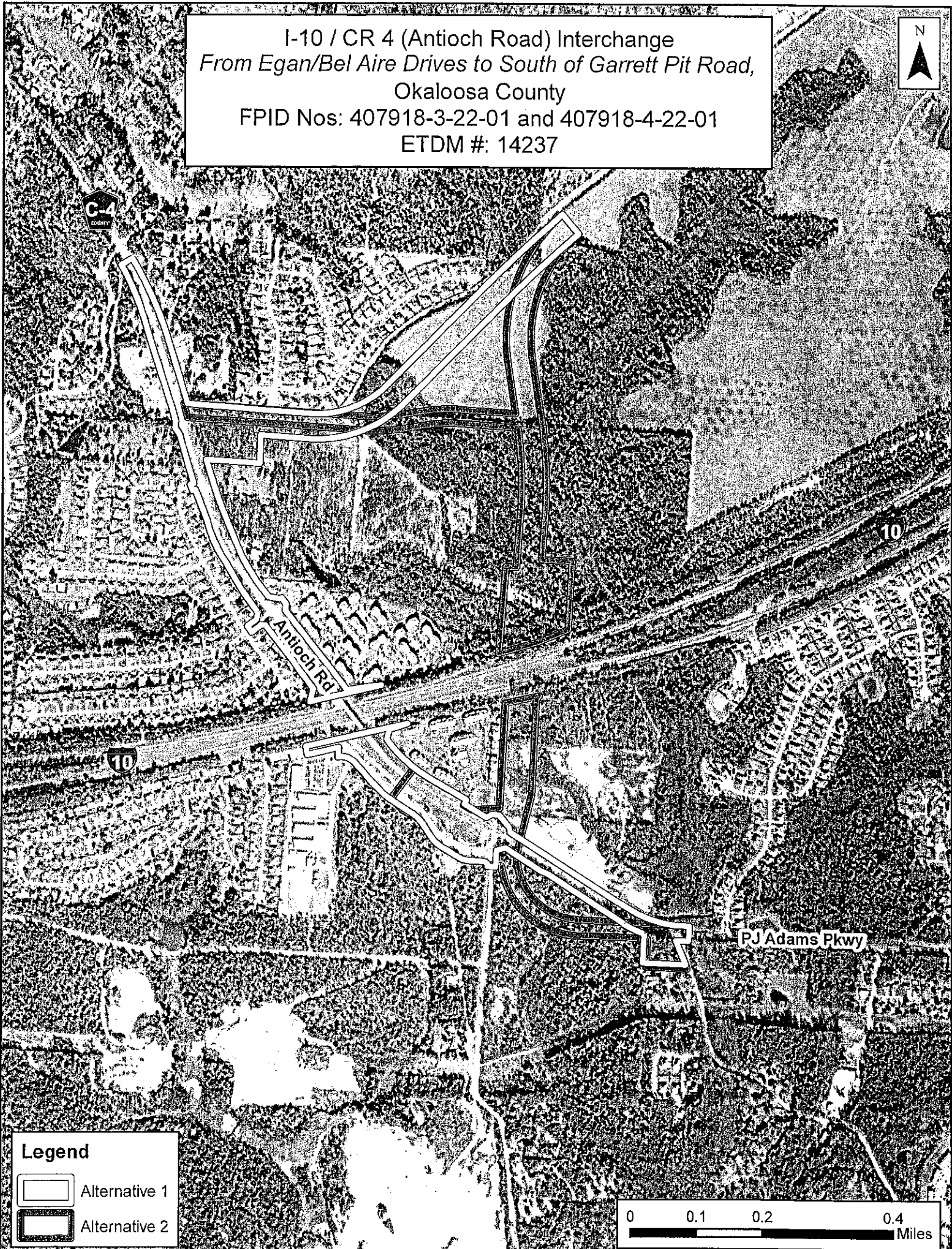
EXHIBIT "F"

RIGHT OF WAY



LEGAL DESCRIPTION

One lot or parcel of land in the City of Crestview, Okaloosa County, Florida and being more particularly described as follows: COMMENCING at a concrete monument found (4"x4", cap 4150) marking the SW corner of the NE1/4 of the SW1/4 of Section 36, T3N, R24W; thence along the West line of said forty N1°55'33"E, for a distance of 747.56 feet to an existing iron pin (EIP) (1/2" rebar) marking the intersection of the South Right of Way (R/W) line of Antioch Road (Variable R/W), and the East R/W line of Garrett Pit Road (66' R/W); thence leaving said forty line along the South R/W line of Antioch Road S58°47'30"E, for a distance of 187.00 feet to a point; thence leaving said R/W line N9°17'18"E, for a distance of 81.98 feet to a point on the North R/W line of Antioch Road and the POINT OF BEGINNING; thence leaving said North R/W line N9°17'18"E, for a distance of 204.48 feet to a point; thence N1°52'12"E, for a distance of 946.73 feet to a point on the South R/W line of Interstate-10 (Variable R/W); thence along said South R/W line S75°39'09"W, for a distance of 208.24 feet to an EIP (5/8" rebar, cap 5024) marking the intersection of the West line of the SE 1/4 of the NW 1/4 of said Section; thence leaving said R/W line along the West line of said forty and the west line of the NE 1/4 of the SW 1/4 of said Section S1°52'21"W, for a distance of 997.60 feet to a point on the North R/W line of Antioch Road; thence leaving said forty line along said North R/W line S59°45'38"E, for a distance of 197.29 to the POINT OF BEGINNING. Said land is located in the parcels of land described in Official Record 2974, Page 2760, and Official Record 2977, Page 2934 as recorded in the office of the Clerk of Court of Okaloosa County, Florida, and in the SE 1/4 of the NW 1/4 and the NE1/4 of the SW1/4 of Section 36, T3N, R24W. Said land contains 4.90 acres more or less.

I-10 / CR 4 (Antioch Road) Interchange
From Egan/Bel Aire Drives to South of Garrett Pit Road,
Okaloosa County
FPID Nos: 407918-3-22-01 and 407918-4-22-01
ETDM #: 14237



Legend

-  Alternative 1
-  Alternative 2

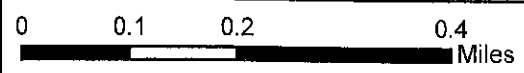


DIAGRAM I - AERIAL VIEW
RIGHT-OF-WAY DONATION
AND VACATION EXHIBITS

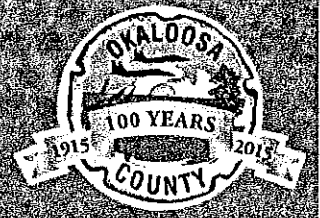


EXHIBIT A

EXHIBIT F

EXHIBIT E
(TEMPORARY CONSTRUCTION
EASEMENT)

EXHIBIT C

EXHIBIT D

EXHIBIT B

