

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12-11-2017

Contract/Lease Control #: C18-2656-BCC

Procurement#: NA

Contract/Lease Type: AGREEEMNT

Award To/Lessee: HOLLAND M. WARE CHARITABLE FOUNDATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 12/07/2017

Expiration Date: 12/06/2020 W/1 ONE YR RENEWAL

Description of Contract/Lease: SSR INDUSTRIAL PARK/LEASE OPTION

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7515

Monitor's FAX # or E-mail: JHOFSTAD@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

## DeRita Mason

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**From:** Greg Stewart  
**Sent:** Monday, December 11, 2017 2:41 PM  
**To:** DeRita Mason  
**Cc:** Parsons, Kerry; Lynn Hoshihara  
**Subject:** Re: Holland M. Ware Charitable Foundation Agreement

We negotiated it at board direction and they approved. No coordination is needed

Sent from my iPhone

On Dec 11, 2017, at 3:31 PM, DeRita Mason <[dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)> wrote:

Greg,

I am in receipt of the original agreement referenced above. Per Greg Kisela, I am to open a contract folder on this. I just needed to know if we had any coordination on this. Did we need any? The Clerk's office will ask as soon as I send it over for processing.

Thank you,

DeRita

<image001.png>

DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@co.okaloosa.fl.us](mailto:dmason@co.okaloosa.fl.us)

"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 e-mail communication, including your e-mail address, may be subject to public disclosure."

## OPTION AGREEMENT TO PURCHASE PROPERTY

This Option Agreement is entered into by and between HOLLAND M. WARE, EDWARD L. BODILY and BRENDA L. THUESON, as Trustees of the HOLLAND M. WARE CHARITABLE FOUNDATION, (the "Foundation") a Florida trust created pursuant to an unrecorded agreement dated August 25, 2000, and qualified under Section 501(c) (3) of the Internal Revenue Code and exempt from Federal income taxes pursuant to Section 501 (a) of the Internal Revenue Code, ("Seller"), with an address at 1415 Promontory Road, Boise, ID 83702 and **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida, through its Board of County Commissioners with an address at 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida 32579 ("Buyer").

1. Grant of Option. Seller hereby grants to Buyer the exclusive option (the "Option") to buy all of Seller's right, title and interest in and to the real property located in Okaloosa County, Florida, described in Exhibit "A", together with all improvements, easements and appurtenances ("Property"), in accordance with the provisions of this Agreement. The Buyer may exercise this exclusive Option to acquire and buy all or any portion of the Property, as it may determine in its sole discretion. This Agreement becomes legally binding upon execution by the parties, but exercise of the Option is effective only if Buyer gives written notice of exercise of this Option to Seller at the address set forth below.

2. Option Terms. The following terms and conditions shall apply to the Option:

A. In consideration for the granting of this Option, the Buyer agrees to grant "pine straw rights" and "timber rights" on certain property owned by the Buyer and more particularly described on Exhibit "B".

B. Seller agrees to provide Buyer with a completed W-9 form, upon Seller's request, to enable Buyer to issue any checks provided for hereunder.

C. The Option may be exercised during the period beginning with the execution of this Agreement by the Buyer and for a period of three (3) years thereafter from that date. (the "Option Term").

D. The Option may be extended for an additional period of one year, at the sole discretion of the Buyer, provided that the Project, as described in Exhibit "C", is eighty percent (80%) completed as measured by the length of lines installed (measured for potable water along Highway 90 from Shoffner Blvd. to Jericho Road and for sewer along Highway 90 from Clint Mason Road to Jericho Road) and that the Buyer has received a Non-Binding Letter of Intent from an economic development prospect, seeking to expand or locate on the Property. The Buyer may extend this option by giving the Seller written notice of an extension prior to the Expiration Date, and providing documentation demonstrating the progress of the Project and the possession of the Letter of Intent.

3. Purchase and Sale Agreement.

A. Determination of Purchase Price. During the Option Term, the Buyer, in its sole determination, may seek to establish the purchase price for the Property under the Option by obtaining an MAI Certified Appraisal for the Property. Prior to obtaining of the Appraisal, the Buyer shall notify the Seller in writing of its intent to determine the price to be applied to the Property under the Option. Upon receipt of the MAI Certified Appraisal, a copy shall be provided to the Seller. The Seller shall have thirty (30) days from the receipt of the Buyers MAI Certified Appraisal to notify the Buyer in writing as to whether it elects to either accept the value as set forth in the Buyers MAI Certified Appraisal or obtain a second MAI Certified Appraisal. Failure to provide notice within that thirty (30) period shall be deemed the acceptance of the price as set forth in the Buyers MAI Certified Appraisal for the Property under the Option. Once established, that price shall apply throughout the Option Term.

B. If the Buyer's MAI Certified Appraisal is not accepted by the Seller and notice is provided as set forth herein, then the Seller, at its expense, shall obtain a second MAI Certified Appraisal of the Property under this Option. The Seller's second MAI Certified Appraisal shall be completed with sixty (60) days of the Seller providing notice that the Buyer's MAI Certified Appraisal is not accepted. Upon completion of the Seller's MAI Certified Appraisal, a copy shall be provided to the Buyer. The purchase price for the Property under the Option shall then be determined by averaging the value of the Buyer and Sellers MAI Certified Appraisals.

C. In the event that either the Buyer or the Seller do not accept the average of the two MAI Certified Appraisals, then either party may seek a third appraisal by providing written notice to the other within thirty (30) days of receipt of the second MAI Certified Appraisal. Failure to provide notice within that thirty (30) day period shall be deemed the acceptance of the price as set forth by the averaging of the Buyers and the Sellers MAI Certified Appraisal for the Property under the Option. Upon providing written notice of the two MAI appraisers who prepared the initial two appraisals shall provide the name of a third MAI appraiser who shall perform the third MAI Certified appraisal. The cost of that third appraisal shall be borne by the party that requested the third appraisal. Upon completion of the third MAI Certified Appraisal, a copy shall be provided to both the Buyer and the Seller. The purchase price of the Property under the Option shall then be finally determined by averaging the value of the three MAI Certified Appraisals.

D. Upon the establishment of the purchase price of the Property under the Option pursuant to the procedures contained herein, the Buyer shall have six (6) months from the date that the purchase price is established to exercise the Option to purchase the Property.

- (1) If the Buyer seeks to exercise the Option and acquire all or some portion of the Property, then the Buyer shall provide a written notice of intent to exercise the Option and shall identify the amount and approximately location of the property to be acquired under the Option and the price to be paid for that Property, as established pursuant to the procedures contained herein.
- (2) If the Buyer fails to exercise the Option within six (6) months of the establishment of the purchase price as established herein, then this Option shall be deemed to terminate at the expiration of the six (6) month period and will be deemed to be of no further force and effect.

E. If the Option is exercised by the Buyer, a purchase agreement shall be entered into between the Buyer and the Seller. The form of the Purchase and Sale Agreement to be utilized shall be as substantially as set forth in the Purchase and Sale Agreement attached as Exhibit "D" ("Purchase Agreement"). Upon exercise of the Option by the Buyer, the Buyer shall prepare the Purchase Agreement consistent with the terms of the Option exercised by the Buyer.

4. During the Option period, the Buyer shall work to identify and seek economic development prospects to locate on the Property, not only for the purpose of creating local jobs but adding value to all property in the area. Further, the Buyer will continue to pursue funding opportunities for the extension of water and sewer infrastructure to the Property. To the extent that funding is received by the Buyer which is specifically earmarked or otherwise dedicated for the extension of water and sewer lines to the Property, then the Buyer shall agree that it shall not divert the use of those funds to any other purpose other than for which it was earmarked or dedicated. The Buyer, whether it ultimately elects to exercise the Option or not, or assigns the Option to another entity, will continue to use its good faith efforts to pursue funding for the extension of water and sewer infrastructure to the Property.

5. Risk of Loss and Condition of Property. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted, and Seller shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish or adversely impact on the economic development of the Property. The Seller shall retain timber rights to all timberland on the Property and shall be authorized to plant longleaf pine on such Property until such time as the Option is exercised by the Buyer. To the extent that the Seller seeks to utilize the property for other agricultural activities or uses that do not diminish or adversely impact on the economic development of the Property during the Option Term, then they shall obtain the approval of the Buyer for those activities, which approval shall not be unreasonably withheld. The Seller shall not

transfer or encumber any interest in the Property prior to closing. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole discretion, to terminate this Agreement and neither party shall have any further obligations under this Agreement. The Property subject to this Option currently is subject to certain contracts and license agreement which are identified on Exhibit "E". Those contracts and license agreements shall remain in effect during the Option Term. In the event that the Option is exercised by the Buyer, then the Buyer may accept, modify or terminate those hunting leases as part of the transaction. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Property that are not readily observable by Buyer or that have not been disclosed to Buyer.

6. Right to Enter. Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Buyer at closing. Further, until such time as this Option is exercised, to the extent that good and useable access is required to the property of the Foundation or the present easement which exists to the Verizon Wireless Tower, the Seller and Buyer shall agree to cooperate to assure that such good and usable access is available.

7. Default. If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

8. Brokers. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 10. Seller shall indemnify and hold harmless Buyer from any and all such claims, whether disclosed or undisclosed.

9. Severability. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Buyer's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

10. Entire Agreement. This Agreement contains the entire agreement, including any disclosure statements as to the existence of any real estate commissions or other fees as a result of this Agreement as referenced in paragraph 8, between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties.

11. Waiver. Failure of Buyer to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a

waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

12. Notice. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address or such future address as may be designated in writing:

HOLLAND M. WARE.  
CHARITABLE TRUST  
FOUNDATION  
1415 Promontory Road  
Boise, ID 83702

OKALOOSA COUNTY  
Office of the County Administrator  
Suite 100  
1250 Eglin Parkway  
Shalimar, Florida 325 79

13. Assignment. The Buyer shall have the right and ability to assign any and all rights and obligations that it may have under this Option Agreement to another party. Prior to assigning this Option Agreement to another, the Buyer shall provide written notice of its intent to assign this Agreement to the Seller.

14. Effective Date and Counterparts. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

Executed in duplicate this 17 day of November, 2017.

**SELLER: HOLLAND W. WARE CHARITABLE TRUST FOUNDATION**

Signed, sealed and delivered in the presence of:

Witness: Shania Marks

Date: 11/17/17

Witness: Madeline

Date: 11/17/17

SELLER:  
Holland M. Ware Charitable Foundation

By: Brenda L. Thueson  
Brenda L. Thueson, Authorized Trustee

Date: Nov 17, 2017

STATE OF Idaho )  
COUNTY OF Ada )

SWORN TO and subscribed before me this 17 day of November, 2017, by Brenda Thueson in his or her capacity as Trustee of the Seller.  
Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

Andrea Hagen  
Notary Public

Andrea Hagen  
(Printed, Typed or Stamped Name of Notary Public)



Commission No.: 58034  
My Commission Expires: June 23, 2023



BOARD OF COUNTY COMMISSIONERS OF  
OKALOOSA COUNTY, FLORIDA

By: Carolyn N. Ketchel  
Carolyn N. Ketchel, Chairman



Date: 7 Dec 17

ATTEST:

J D Peacock, II  
J D Peacock, II  
Clerk of Court



APPROVED AS TO FORM:

Gregory T. Stewart  
Gregory T. Stewart, Esq.  
County Attorney.

**Exhibit "A"**  
**Property Description**

**Legal Description**  
**SRR Industrial Park Lease/Option**

All those tracts or parcels of land situate, lying and being in Sections 19, 20, 28, 29, 32 and 33, Township 3 North, Range 22 West, Okaloosa County, Florida, containing 1,665.63 acres, more or less, and described as follows:

Tax Parcel ID 19-3N-22-0000-0001-0000, less and except that portion lying and being north of CSX Railroad; and

Tax Parcel ID 20-3N-22-0000-0001-0000, less and except that portion lying and being east of the right of way of Jericho Road; and

Tax Parcel ID 28-3N-22-0000-0001-0000, less and except that portion lying and being east of the right of way of Jericho Road; and

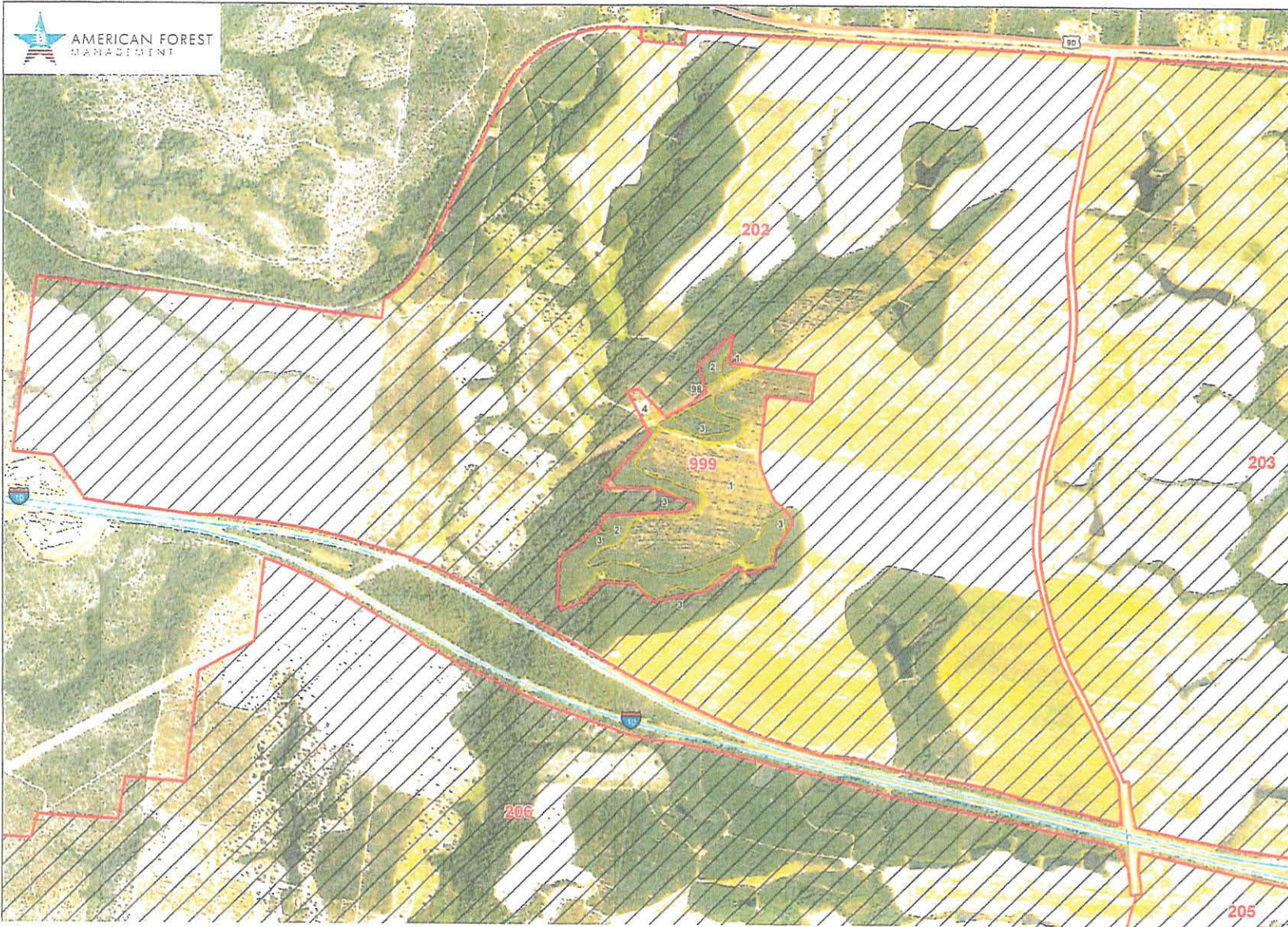
Tax Parcel ID 29-3N-22-0000-0001-0000, less and except that portion lying and being east of the right of way of Jericho Road; and

Tax Parcel ID 32-3N-22-0000-0001-0000, less and except that portion lying and being south of the right of way of Interstate Highway 10; and

Tax Parcel ID 33-3N-22-0000-0001-0000, less and except those portions lying and being south of the right of way of Interstate Highway 10, and east of the right of way of Jericho Road.

**Exhibit "B"**  
**Option Consideration**

Okaloosa County owns certain property located within Section 20, Township 2 North, Range 26 East and identified by Property Identification Number 30-3N-22-0000-0001-0010. Within that property, there are four identified Stands reflected on Attachment "2" to this Exhibit. In consideration of the granting of this Option, Buyer shall grant and convey to the Seller the following rights for the period of time that the Option Agreement to Purchase Property is in effect and valid, including during any extensions thereof the pine straw and timber rights within Stand 1 (consisting of approximately 95.79 acres) and Stand 2 (consisting of approximately 54.99 acres): Seller retains the right to grow and harvest timber and pine straw at its sole discretion, but not to replant trees.



**OKALOOSA COUNTY**  
**999**

COMPARTMENT: 999  
TRACT: OKALOOSA COUNTY  
OWNERSHIP: OWS  
COUNTY: OKALOOSA  
STATE: FL  
ACRES: 170.65

STAND	SPECIES-YEAR	ACRES
1	PYLL-2000	95.79
2	PYSL-2000	54.99
3	NNUD-1950	11.86
4	NYPH-1999	2.53
99	POWER LINE	5.47

DATE: 9/23/2011  
11:55 AM  
SCALE: 1:200 (1" = 200')



This product is for informational purposes and may not have been prepared for, or suitable for, legal, engineering or survey purposes. Users should review or consult the primary data.

**Exhibit "C"**  
**Project**

EXHIBIT "C"

Project

The Project consists of the extension of potable water lines along Highway 90 from Shoffner Blvd to Jericho Road and the extension of sewer line along Highway 90 from Clint Mason Road to Jericho Road..



**Exhibit "D"**  
**Purchase Agreement**

PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between HOLLAND M. WARE, EDWARD L. BODILY and BRENDA L. THUESON, as Trustees of the HOLLAND M. WARE CHARITABLE FOUNDATION, (the "Foundation") a Florida trust created pursuant to an unrecorded agreement dated August 25, 2000, and qualified under Section 501(c) (3) of the Internal Revenue Code and exempt from Federal income taxes pursuant to Section 501 (a) of the Internal Revenue Code, ("Seller"), with an address at 1415 Promontory Road, Boise, ID 83702 and **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida, through its Board of County Commissioners with an address at 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida 32579 ("Buyer").

For and in consideration of Ten and No/100ths Dollars (\$10.00), the purchase price and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. AGREEMENT TO PURCHASE AND SELL.

(A) This Agreement is entered into in conjunction with an Option Agreement for Real Acquisition Property entered into by these same parties regarding the Acquisition Property ("Option Agreement"). Buyer has exercised its option under the Option Agreement and elected to purchase, acquire and buy \_\_\_\_\_ (\_\_\_\_) acres as identified on Exhibit "A" to this Agreement (the "Acquisition Property").

(B) Seller agrees to sell and convey to Buyer, and Buyer agrees to buy from Seller, subject to the terms and conditions hereinafter set forth, all of Seller's rights, title, and interest in and to the Acquisition Property, together with all improvements, easements and appurtenances, in accordance with the provisions of this Agreement.

(C) There shall be no deposit required with the execution of this Agreement by the Buyer.

2. CONTINGENCIES.

[TO BE INCLUDED FOLLOWING DISCUSSIONS BETWEEN THE PARTIES]

3. PURCHASE PRICE.

(A) The purchase price for the Property is \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) per acre for \_\_\_\_\_ ( ) acres, totaling \_\_\_\_\_ DOLLARS ( ) ("Initial Purchase Price") which, after credit for any deposit, will be paid by County certified check or by electronic transfer at closing.

(B) Seller hereby authorizes Buyer to issue a County check or electronic transfer for the Purchase Price directly to the Escrow Agent who is authorized by law to receive such payment, and who is acceptable to Buyer, and to require the Escrow Agent to pay Seller's expenses of sale and prorated real estate taxes.

(C) The Initial Purchase Price is subject to adjustment in accordance with Seller credits and debits as set forth in this Agreement and the Final Purchase Price shall be determined consistent therewith.

4. FEASIBILITY AND SUITABILITY ANALYSIS.

(A) Seller has provided Buyer with access to the Acquisition Property and Buyer, at its expense, has undertaken such analysis of the Acquisition Property as it deems appropriate to determine feasibility and suitability for Buyer's purposes.

(B) Seller has provided to Buyer any previous, current, or pending court actions or regulatory actions, environmental audit information and environmental site assessment, if any, and other such information regarding any potential hazardous soil or water conditions on or around the Property that are in Seller's control.

(C) Buyer may, at its expense, conduct an Environmental Baseline Survey or Environmental Site Assessment on the Acquisition Property. In addition, prior to closing, should further information come to light or circumstances on the Acquisition Property change, Buyer may conduct further environmental site assessment to determine the existence and extent, if any, of any recognized environmental condition (under ASTM 1527-13) or Hazardous Materials on the Acquisition Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law. In the event an environmental audit identifies a recognized environmental condition or the presence of Hazardous Materials on the Acquisition Property, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Buyer elect not to terminate this Agreement, Seller shall, at its sole cost and expense and prior to the closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Acquisition Property necessary to bring the Acquisition Property into full compliance with any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials ("Environmental Law"). However, should the estimated cost to Seller of clean up of Hazardous Materials exceed a sum which is equal to 2% of the Final Purchase Price,

Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event that Hazardous Materials placed on the Acquisition Property prior to closing are discovered after closing, Seller shall remain obligated hereunder, with such obligation to survive the closing and delivery and recording of the deed and Buyer's possession of the Acquisition Property, to diligently pursue and accomplish the clean up of Hazardous Materials in a manner consistent with all applicable Environmental Laws at Seller's sole cost and expense.

(D) Survey - Buyer has or shall have, at its expense, the Acquisition Property surveyed to the Florida Minimum Technical Standards for Land Surveys, certified by a professional surveyor licensed by the State of Florida ("Survey"). The Survey shall be used to resolve any minor discrepancies regarding the acreage of the tract and the Final Purchase Price. If the Survey shows any encroachment on the Acquisition Property or that improvements intended to be located on the Acquisition Property encroach on the land of others, the same shall be treated as a title defect as provided in Paragraph 6. If the Survey shows any material deviations in the represented acreage, size, or configuration of the Acquisition Property or location of easements, Buyer, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Alternatively, the Buyer and Seller may agree to an adjustment of the Initial Purchase Price.

(E) Appraisal - Buyer has, at its expense, had the Acquisition Property appraised by an MAI certified appraiser. The Initial Purchase Price is based upon the lower of the amount of three thousand (\$3,000,00) per usable acre acquired or the per acre value as determined by the MAI certified appraisal of the Acquisition Property.

(F) Other Investigations - Buyer has been provided the opportunity to undertake such other tests, analyses, investigations, and inspections as deemed necessary by Buyer to determine to Buyer's satisfaction the Acquisition Property's zoning restrictions and land use; environmental features; access to public roads and utilities; consistency with growth management plans; and all other investigations or inspections that Buyer deems necessary to determine the Acquisition Property's suitability for the Buyer's intended use.

5. TITLE INSURANCE. Buyer may obtain a title insurance commitment (the "Commitment"), to be followed by an ALTA owner's title insurance policy from a title insurance company approved by Buyer, insuring marketable title to the Acquisition Property in the amount of the Initial Purchase Price.

6. DEFECTS IN TITLE. If the Commitment or Survey furnished pursuant to this Agreement discloses any title matters that are not acceptable to Buyer, Buyer shall, have ten (10) days from the effective date of this Agreement in which to give written notice to Seller of any unacceptable title matters ("Title Notice"); provided, however, that ad valorem taxes for the year of Closing and subsequent years shall not constitute permissible grounds for objection by Buyer (the "Disclosed Title Matters"), it being understood and agreed that if Buyer is dissatisfied with the such Disclosed Title Matters, that Buyer's sole remedy shall be cancellation of the Agreement. Buyer's failure to deliver a Title Notice, or to mention any title matter in the Title Notice, shall constitute a waiver of objections to title by Buyer to the extent that the Title Notice

either is not given or does not disclose an objection or objections. Seller shall have the right, but not the obligation, within ten (10) days from the actual receipt of the Title Notice in which to cure the objections or defects so specified by Buyer, and if Seller elects to cure, Seller shall use reasonable diligence to cure same within such time period. Defects arising from liens against the Acquisition Property shall be satisfied at Closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects set forth in the Title Notice within said time or if Seller elects not to pursue the curing of said title defects set forth in the Title Notice, Buyer shall have the option to either: (a) accept the title as it then is with no reduction in the Purchase Price, or (b) terminate this Agreement, thereupon releasing Buyer and Seller from all further obligations under this Agreement.

7. CLOSING.

(A) The consummation of the transaction contemplated by this Agreement (the "Closing") shall take place at the County Administrator's office or another mutually agreed upon site, on a date after Board approval that is mutually agreeable to the parties (the "Closing Date"), but no later than \_\_\_\_\_ from the full execution of this Agreement, or the first business day thereafter if the date falls on a weekend or holiday, unless a delay is mutually agreeable to the parties. Possession of the Acquisition Property shall be granted by Seller to Buyer no later than the Closing Date.

(B) It is the intent of the parties that Buyer will be conveyed, at Closing, fee simple ownership of the Acquisition Property.

(C) At Closing the Seller shall execute, acknowledge and deliver to Buyer the following for the conveyance of the Acquisition Property:

1. A General Warranty Deed conveying the Acquisition Property, which deed shall be in form for recording in the public records of Okaloosa County;

2. A mechanic's lien and possession affidavit in sufficient form and substance so as to allow the Title Company to remove the mechanic's lien exception and parties-in-possession exception from the Title Commitment;

3. An affidavit that there have been no changes to the conditions of title from that shown in the Title Commitment in order for the Title Company to delete the "gap" exception;

4. Instruments satisfactory to Buyer and the Title Company reflecting the proper power, good standing and authorization for the sale of the Acquisition Property from Seller to Buyer hereunder;

5. A FIRPTA affidavit in form and substance acceptable to Buyer and the Title Company;

6. Assignment of any access easements with adjacent property owners for ingress and egress to portions of the Acquisition Property; and

7. A closing statement setting forth the Purchase Price, adjustments, prorations and closing costs as set forth herein.

(D) Contemporaneously with the performance by Seller of its obligations set forth above, at Closing Buyer shall pay the balance of the purchase price, as adjusted in accordance with the terms of this Agreement, and execute, acknowledge and deliver the following:

1. Instruments satisfactory to Seller and the Title Company reflecting the proper power, good standing and authorization for the purchase of the Acquisition Property from Seller by Buyer hereunder;

2. A closing statement setting forth the Purchase Price, Deposit, adjustments, prorations and closing costs as set forth herein, and;

3. Such other documents as may be required by this Agreement.

8. PREPARATION OF CLOSING DOCUMENTS. As required by Section 286.23, Florida Statutes, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement. Buyer shall prepare the warranty deed. Buyer shall prepare closing statements in cooperation with Seller. Title Company shall prepare the title, possession and lien affidavit and other documents required to issue the title insurance policy.

9. CLOSING COSTS.

(A) Seller shall pay the following costs and expenses in connection with the Closing:

1. Its costs of document preparation and its attorney's fees;

2. Pro-rated ad valorem property taxes, intangible personal property taxes and assessments (if any) for 2014 and prior years for the Acquisition Property;

3. Any costs needed to cure title defects; and

4. Any costs of operating or maintaining the Acquisition Property prior to the Closing.

(B) Buyer shall pay the following costs and expense in connection with the Closing and this Agreement:

1. Costs associated with Buyer securing Surveys, Appraisals and Environmental Site Assessments;

2. Its costs of document preparation and its attorney's fees;

3. Cost of the title insurance commitment and policy and search fees; and

4. Documentary Stamp Taxes and Recording fees associated with conveyance of the property and recording of the Deed.

(C) The following items shall be prorated between Seller and Buyer as of midnight of the day prior to Closing and shall be reflected on the Closing Statement:

1. All real estate taxes and assessments which are or which may become a lien against the Acquisition Property shall be satisfied of record by Seller at closing. If the Buyer acquires fee title to the Acquisition Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Acquisition Property. In the event the Buyer acquires fee title to the Acquisition Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector, or verify prior payment.

2. Utility charges, if any.

10. RISK OF LOSS AND SELLER REPRESENTATIONS. Seller assumes all risk of loss or damage to the Acquisition Property prior to the date of closing and warrants that the Acquisition Property shall be transferred and conveyed to Buyer in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. Seller shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish or adversely impact on the economic development of the Property. To the extent that the Seller seeks to utilize the property for timber, other agricultural activities or other uses that do not diminish or adversely impact on the economic development of the Property prior to closing, then they shall obtain the approval of the Buyer for those activities, which approval shall not be unreasonably withheld. The Seller shall not transfer or encumber any interest in the Acquisition Property prior to closing. If the condition of the Acquisition Property is altered by an act of God or other natural force beyond the control of Seller, however, Buyer may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement.

Seller represents and warrants:

1. Subject to anything disclosed by the Survey and the Disclosed Title Matters, there are no parties other than Seller in occupancy or possession of any part of the Acquisition Property;

2. Seller has no actual knowledge of facts materially affecting the value of the Acquisition Property that are not readily observable by Buyer that have not been disclosed to Buyer.

3. There are no private or governmental actions, suits, proceedings, or investigations pending against Seller or, to the best of Seller's knowledge, threatened, which could have an adverse effect on the Acquisition Property.

4. The execution, delivery and performance of this Agreement and consummation of this transaction have been duly authorized by all necessary action and constitute a valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms.

11. RIGHT TO ENTER ACQUISITION PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Buyer and its agents, upon reasonable notice, shall have the right to enter the Acquisition Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Acquisition Property to Buyer at closing.

12. DEFAULT.

(A) If Seller defaults under this Agreement, Buyer may waive the default and proceed to closing, seek specific performance, or refuse to close, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

(B) In the event the Buyer should fail to consummate the transaction contemplated herein for any reason except for (i) any permissible reasons set forth herein or (ii) Seller's default, Seller may seek specific performance or pursue any other remedy permitted by law or in equity resulting from Buyer's default.

(C) Seller and Buyer shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God of force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably in the control of the claiming party and which by exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome, provided, however, if such force majeure continues to prevent performance under this Agreement more than 14 days beyond the Closing Date, then either party may terminate this Agreement by delivering written notice to the other and neither party shall have any further obligations under this Agreement.

13. BROKERS. Seller and Buyer each warrants to the other that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 8. Seller and Buyer shall indemnify and hold harmless each other harmless from any and all such claims, whether disclosed or undisclosed.

14. ESCROW AGENT AND ESCROW PROCEDURE. The parties agree that the Title Agent shall act as Escrow Agent to hold and disburse funds and documents to facilitate closing, in accordance with the terms and conditions of this Agreement. If any dispute or difference arises between Buyer and Seller or if any conflicting demands shall be timely made



upon Escrow Agent or if the Escrow Agent is in doubt as to its duties or liabilities under the provisions of this Agreement, it may, in its sole discretion, continue to hold such funds until the parties mutually agree to disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties hereto, or Escrow Agent may deposit such funds with the Clerk of the Circuit Court of Okaloosa County, Florida, pursuant to interpleader procedure, whereupon after notifying all parties concerned with such action and paying all costs imposed by the Clerk as a result of such deposit, all liability on the part of Escrow Agent shall terminate except to the extent of accounting for any monies theretofore delivered out of escrow.

15. TIME. Time is of essence with respect to all dates or times set forth in this Agreement. Unless otherwise specified, the expiration of any period of time prescribed in this Agreement shall occur at 5:00 p.m. CST on the last day of the period. Should any period of time specified herein end on a Saturday, Sunday, or legal holiday recognized in Okaloosa County, Florida, the period of time shall automatically be extended to 5:00 p.m. CST on the next full business day. All time periods referencing number of days shall be calendar days, unless otherwise specified.

16. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, the enforceability of the remaining provisions of this Agreement shall not be affected.

17. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective heirs, legal representatives, successors and assigns. Whenever used, the singular shall include the plural and one gender shall include all genders.

18. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. The Seller's execution and delivery of the closing instruments containing a revised legal description of the Acquisition Property and the Buyer's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Acquisition Property by the parties.

19. WAIVER. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

20. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties after approval by the Okaloosa County Board of County Commissioners.

21. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via electronic mail, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

22. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed and Buyer's possession of the Acquisition Property for a period of five years after the Closing.

23. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties hereto consent to jurisdiction and venue in Okaloosa County, Florida, and agree that such jurisdiction and venue shall be sole and exclusive for any and all actions or disputes related to this Agreement or any related instruments.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. INTERPRETATION. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and neuter and vice versa. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts were made and prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto and that both parties hereto have contributed substantially and materially to the final preparation of this Agreement and all related instruments.

26. ORGANIZATION AND AUTHORITY OF PARTIES. Seller and Buyer represent each to the other that it is duly organized, validly existing and authorized to do business in the State of Florida and has full power and authority to enter into and perform this Agreement, all related instruments and the documentation contemplated hereby and thereby in accordance with their respective terms and that delivery and performance of this Agreement, all related instruments and the documentation contemplated hereby and thereby has been duly authorized by all necessary action.

27. ATTORNEY'S FEES AND COSTS. In the event of any litigation between the parties arising out of this Agreement or the collection of any funds due Buyer or Seller pursuant to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs incurred, including without limitation reasonable attorneys' and paralegals' fees and costs, whether such fees and costs are incurred at trial, on appeal or in any bankruptcy proceedings.

HOLLAND W. WARE CHARITABLE TRUST FOUNDATION

Signed, sealed and delivered in the presence of:

Witness: Sharia Marks

Date: 11/17/17

Witness: Made Allen

Date: 11/17/17

SELLER:  
Holland M. Ware Charitable Foundation

By: Brenda L. Thueson  
Brenda L. Thueson, Authorized Trustee

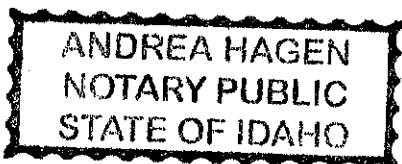
Date: Nov. 17, 2017

STATE OF Idaho  
COUNTY OF Ada

SWORN TO and subscribed before me this 17 day of Nov, 2017, by Brenda Thulson in his or her capacity as Trustee of the Seller.  
Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)



Andrea Hagen  
Notary Public

Andrea Hagen  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: 58034  
My Commission Expires: June 23, 2023

**OKALOOSA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Carolyn N. Ketchel, Chairman

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

ATTEST:

\_\_\_\_\_  
J D Peacock, II  
Clerk of Court

APPROVED AS TO FORM:

\_\_\_\_\_  
Gregory T. Stewart, Esq.  
County Attorney

EXHIBIT A

Description of the Acquisition Property

**Exhibit "E"**  
**Existing Contracts and License Agreements**

**Exhibit "E"**

**Existing Contracts and License Agreements**

**A Certain Pine Straw Contract entered into on or about May 29<sup>th</sup>, 2017 between Holland M. Ware Charitable Foundation and Tamex Pinestraw.**

**A Certain Pine Straw Contract entered into on or about July 29<sup>th</sup>, 2016 between Holland M. Ware Charitable Foundation and Sunshine Pinestraw.**

**A Certain License Agreement entered into on or about August 23<sup>rd</sup>, 2017 between Holland M. Ware Charitable Foundation and Baker Land Clearing Construction.**