

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/19/2019

Contract/Lease Control #: C19-2856-WS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: 68V SHOAL RIVER

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/17/2019

Expiration Date: INDEFINITE

Description of Contract/Lease: SHOAL RIVER LANDING LIFT STATION

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7195

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

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBO Tracking Number: 3553-19
Procurement/Contractor/Lessee Name: LO8V Shoal River Grant Funded: YES ___ NO ___
Purpose: development: infrastructure agreement
Date/Term: indefinite
Amount: 1.5 million
Department: WS
Dept. Monitor Name: Uttrere

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

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 9-5-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 9-6-19
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 9-6-19
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: Lynn Hoshihara
Sent: Thursday, September 5, 2019 3:11 PM
To: DeRita Mason; Karen Donaldson
Cc: 'Parsons, Kerry'
Subject: Re: Shoal River Landing Subdivision - Infrastructure Agreement

This agreement is approved as to legal sufficiency.

Lynn M. Hoshihara

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.

From: DeRita Mason
Sent: Thursday, September 5, 2019 4:03 PM
To: Karen Donaldson
Cc: Lynn Hoshihara; 'Parsons, Kerry'
Subject: FW: Shoal River Landing Subdivision - Infrastructure Agreement

Please review and approve.

Lynn,
I believe that you have already been working on this, but I need the email of approval to go with the coordination sheet.
Thank you,
DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"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."

From: Mark Wise
Sent: Thursday, September 5, 2019 2:32 PM
To: DeRita Mason
Cc: Jeffrey Hyde ; Lynn Hoshihara ; Kerry Parsons ; Greg Stewart
Subject: Shoal River Landing Subdivision - Infrastructure Agreement
Importance: High
Hi DeRita,

DeRita Mason

From: Karen Donaldson
Sent: Friday, September 6, 2019 2:55 PM
To: DeRita Mason
Cc: Mark Wise
Subject: FW: Shoal River Landing Subdivision - Infrastructure Agreement
Attachments: Infrastructure Agreement_REDLINE_9.5.19-1.docx

DeRita

This is approved by risk management. There are no insurance requirements necessary for this agreement.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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.

From: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Sent: Thursday, September 5, 2019 3:44 PM
To: DeRita Mason <dmason@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>
Subject: Re: Shoal River Landing Subdivision - Infrastructure Agreement

Upon further review, we need to remove the word "development" from the title of this agreement. See revised version attached. With this change, this agreement is approved as to legal sufficiency.

Lynn M. Hoshihara

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**INFRASTRUCTURE AGREEMENT
FOR THE SHOAL RIVER LANDING LIFT STATION**

This INFRASTRUCTURE AGREEMENT (the “**Agreement**”) is entered into this 17th day of September, 2019, by and between Okaloosa County, Florida, through its Board of County Commissioners (the “**County**”) and 68V Shoal River (FL) 2019, LLC (the “**Property Owner**”) for the purpose of establishing the wastewater infrastructure improvements necessary for a certain development located in Okaloosa County, Florida.

WITNESSETH:

WHEREAS, the Property Owner is constructing “Shoal River Landing” (the “**Project**”), a proposed subdivision of approximately three hundred forty one (341) lots in the City of Crestview, Florida (the “**City**”), generally located east of Okaloosa Lane and north of Interstate 10. The City has issued a development order for the Project; and

WHEREAS, the Property Owner is developing the Project on the approximate one hundred ninety-three point thirty-five acre (193.35-acre) parcel as described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, on November 5, 2018, the City Council agreed to allow Okaloosa County Water & Sewer (“**OCWS**”) the right to provide water and sewer utilities to the Project, which was subsequently approved by the Board of County Commissioners on December 4, 2018; and

WHEREAS, all wastewater from the Project will flow into one proposed lift station, called the “Shoal River Landing Lift Station”, which will be located inside the Property; and

WHEREAS, the Shoal River Landing Lift Station is currently planned to pump into the County-owned Okaloosa Lane Lift Station. After a system analysis was conducted, it was determined the Okaloosa Lane Lift Station does not have adequate capacity for the Project and the Shoal River Landing Lift Station; and

WHEREAS, in planning for existing and future anticipated flows outside of the Project, the County’s Okaloosa Lane Lift Station is in need of an upgrade; and

WHEREAS, the County believes in regional wastewater planning and coordination with developers, as per Section 8.2 of the OCWS Standard Specifications and Design Manual, as adopted by the County in June 2007; and

WHEREAS, the County desires to construct an upsized Shoal River Landing Lift Station (“**Lift Station**”) to accommodate existing and future County customers, which would allow for the Okaloosa Lane Lift Station to be taken out of service; and

WHEREAS, the parties desire to work collaboratively to establish a cost share agreement for construction of an upsized Lift Station that will receive the wastewater from the Project, existing County flow, and future County flow. The parties desire to enter into this Agreement to establish the respective rights and obligations of the Property Owner and the County in accordance with the terms and conditions of this Agreement; and

WHEREAS, the benefits to the County as a result of entering into this Agreement are unique to the particular circumstances of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the Property Owner and the County enter into this Agreement and do hereby agree as follows:

ARTICLE I. RECITALS

The Recitals stated above are an integral part of this Agreement and are incorporated herein by reference as if fully set forth herein.

ARTICLE II. DEFINITIONS

2.1 “**County**” means Okaloosa County, a political subdivision of the State of Florida.

2.2 “**Lift Station**” means the upsized lift station located within the Project – the proposed Shoal River Landing Lift Station.

2.3 “**Maintenance**” means servicing, support, and upkeep of infrastructure.

2.4 “**OCWS**” means Okaloosa County Water & Sewer, the water & sewer utility and an enterprise department of the County; all payments from the County will be made through the enterprise department’s budget. All covenants, agreements, and obligations of OCWS provided herein shall be jointly and severally covenants, agreements, and obligations of the County.

2.5 “**Project**” means the proposed 341-lot subdivision and all supporting uses and amenities.

2.6 “**Property**” means the real property more particularly described as Exhibit A attached hereto and incorporated herein by this reference upon which the Project will be developed.

2.7 “**Property Owner**” means 68V Shoal River (FL) 2019, LLC and its lawful successors in title and interest.

2.8 “**Right-of-Way**” means the area which may be dedicated to the County or such other governmental entity allowing access for public works, utilities, and public access, or to the community association for members’ use and access.

ARTICLE III. CONDITIONS OF THE INFRASTRUCTURE AGREEMENT

3.1 Design of Lift Station.

3.1.1 The County shall procure an engineering consultant to design the Lift Station pursuant to the Lift Station Construction Schedule (the “**Schedule**”) attached hereto as Exhibit B and incorporated herein by this reference.

3.1.2 The County shall pay all costs and expenses related to the design of the Lift Station.

3.1.3 The County staff shall continually coordinate with the Property Owner’s engineering consultant for review and comments as the design progresses and shall provide the Property Owner with prompt written notice of all design decisions made.

3.2 Construction of Lift Station.

3.2.1 The County shall permit, construct, and install (including the requirement for the County to tie into the Property Owner's newly constructed sewer system) the Lift Station. The County covenants and agrees that the permitting, construction, and installation of the Lift Station shall be completed pursuant to the terms of the Schedule.

3.2.2 The total estimated costs and expenses to permit, construct, and install the Lift Station are One Million Five Thousand and NO/100 Dollars (\$1,005,000.00). The Property Owner's proportionate share of such costs and expenses is One Hundred Seventy Thousand Four Hundred Thirty Nine and NO/100 Dollars (\$170,439.00) calculated as a percentage of flow, due within ninety (90) days after the Effective Date (as hereinafter defined) of this Agreement payable to the County. The County shall pay the remaining balance of such costs and expenses. The County reserves the right to have other developers pay a proportionate share of the total estimated costs and expenses, however, in the event that other developers do not pay a portion or all of such remaining costs and expenses, the County shall promptly pay for all such remaining costs and expenses.

3.2.3 In the event the Lift Station is not constructed, the County covenants and agrees to refund the Property Owner's proportionate share of such costs and expenses in the amount of One Hundred Seventy Thousand Four Hundred Thirty Nine and NO/100 Dollars (\$170,439.00) within sixty (60) days after the decision to cancel such construction.

3.3 Stub-Outs and Mains.

3.3.1 The Property Owner will (i) design the appropriate stub-outs and mains within the Property limits and the Okaloosa Lane Right-of-Way and (ii) construct the appropriate stub-outs and mains within the Property limits for existing and future County wastewater flow, to be coordinated between the County and the Property Owner's engineering consultant and to be located in the Right-of-Way or easements.

3.4 Final Lift Station Design, Quit Claim Deed, and Reasonably Necessary Easements.

3.4.1 When the design of the Lift Station is finalized by the County, the County shall promptly provide written notice to the Property Owner. Within thirty (30) days after such written notice, the Property Owner will execute a quit claim deed to the County for the necessary Lift Station property.

3.4.2 In addition, the Property Owner will execute any temporary or permanent easements that are reasonably necessary for the construction, operation, and Maintenance of the Lift Station and related infrastructure. The quit claim deed and any reasonably necessary easements will be provided to the County at no charge.

3.5 Power and Conduit.

3.5.1 The Property Owner is responsible for working with the power company to install necessary power to the Lift Station site. The Property Owner will install communications conduit from Okaloosa Lane to the Lift Station site, to be coordinated with the County and in conformance to County IT standards.

3.5.2 The County is responsible for installing fiber in this conduit and any other communications

infrastructure related to the Lift Station.

3.6 Fill Dirt. The Property Owner will provide fill dirt to the County from the Property free of charge for the construction of the Lift Station, provided, however, that the County, at the sole cost and expense of the County, shall transport such fill dirt from the Property. The amount of fill dirt shall not exceed 5,000 cubic yards.

3.7 Timing of design and construction. In addition to applicable deadlines provided herein and pursuant to the Schedule, all parties agree to fast-track the design and construction of the Lift Station, as much as possible.

3.8 Release of Easement.

3.8.1 Contemporaneously with the execution and delivery of this Agreement, the County hereby expressly agrees to execute a Release of Easement (the “**Release**”) which Release shall be substantially in accordance with the Release form attached hereto as Exhibit C and incorporated herein by this reference.

3.8.2 The existing easement recorded in Official Records Book 2329, Page 4288, does not have any existing water and sewer utilities in it and was intended for future planning.

3.9 30’ Easement. In consideration of Section 3.8 of this Agreement, and contemporaneously with the execution and delivery of this Agreement, the Property Owner hereby expressly agrees to execute an Easement (the “**Easement**”) which shall be substantially in accordance with the form attached hereto as Exhibit D and incorporated herein by this reference. This Easement shall provide the County a 30’-wide easement along the entire southern boundary of the Property, abutting Interstate 10, for the purposes of future water, sewer, and/or communications installation, maintenance, and access. Such easement shall also be displayed on the Project’s plat and recorded as such.

3.10 Rights. The rights granted by this Agreement are strictly limited to the matters particularly set forth herein. The Property Owner is required to secure all applicable local, county, regional, state, and federal development permits and approvals prior to the construction of the Project.

3.11 Facilities and Services. The Property Owner agrees to provide all necessary facilities and services required for development of the Project in accordance with the terms of this Agreement.

3.12 Final Plat. Subject to the terms of Section 4.2, the County does not object to final plat approval by the City and building permits issued by the City prior to the completion of the construction of the Lift Station. This is conditional upon the new water distribution system and wastewater collection system (minus the Lift Station) having been constructed to County standards and having passed a final inspection by the County before the final plat approval.

3.13 Reliance. The parties hereto agree that the Property Owner may act in reliance upon this Agreement. Nothing herein, however, is intended to preclude the County from exercising its proper regulatory powers to protect the health, welfare, and safety of the public.

ARTICLE IV. AGREEMENT AND COVENANT

4.1 Assignment. This Agreement shall be assignable by the Property Owner to others as to this Project and shall be binding upon, and inure to the benefit of, all heirs, successors, and assigns of the parties hereto.

4.2 Default.

4.2.1 To the extent that the Property Owner fails to perform any of the actions or requirements contained in this Agreement, the County shall provide written notice to the Property Owner of their failure to comply with the terms of this Agreement. Within thirty (30) days after the Property Owner's receipt of such written notice, and in the event that the Property Owner fails to cure such failure within thirty (30) days after receipt of such notice, the County shall notify the City and request that it suspend and hold in abeyance all applications for or issuance of any development orders or building permits for the Project until the failure is cured and no further phases of the Project shall be reviewed, permitted, or otherwise approved. At such time as the Property Owner cures the performance failure, the County shall promptly notify the City that the review and processing of applications for a development order shall resume.

4.2.2 To the extent that the County fails to perform any of the actions or requirements contained in this Agreement, the Property Owner shall provide written notice to the County identifying the nature of such default. If the County fails to cure within thirty (30) days after receipt of such written notice (other than obligations that cannot reasonably be cured within such thirty (30) day period in which event the cure period shall automatically be extended a reasonable period of time to allow a cure), then the Property Owner shall be entitled, at its option, to pursue all rights and remedies provided at law and in equity, including but not limited to self-help.

4.3 Notice. Any notice required or desired to be given to any party under this Agreement shall be in writing and shall be either (i) sent by certified United States Mail, return receipt requested, (ii) sent by a nationally recognized overnight delivery service, or (iii) sent by electronic mail, provided a copy of any electronic mail notice is also sent by one of the other foregoing means. All notices to either party shall be delivered to the following address provided either party may change such address by delivering notice to the other party in accordance with the provisions of this paragraph:

As to the Property Owner:

Will Lowery, Manager
68V Shoal River (FL) 2019, LLC
298891 Woodrow Ln, Suite 300
Spanish Fort, AL 36527
Email: wlowery@68ventures.com

And a copy to:

Byrd Campbell, P.A.
Attn: James Campbell, Esq.
180 Park Avenue North, Suite 2A
Winter Park, Florida 32789
Fax: (407) 392-2286
Email: JCampbell@ByrdCampbell.com

As to the County:

Mark Wise, Deputy Director
Okaloosa County Water & Sewer
1804 Lewis Turner Blvd, Suite 300
Fort Walton Beach, FL 32547
Email: mwise@myokaloosa.com

And a copy to:

Gregory T. Stewart
County Attorney
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
Email: gstewart@myokaloosa.com

All notice shall be deemed given upon receipt or upon the date such receipt is refused by the party receiving such notice.

4.4 Amendment. This Agreement shall only be amended by written amendment properly executed by all parties hereto. No oral modifications will be effective or binding.

4.5 Effective Date and Termination. The Effective Date for this Agreement shall be the date on which this Agreement is recorded by Okaloosa County in the public records of Okaloosa County, Florida (the “Effective Date”). This Agreement shall remain in effect for so long as the Lift Station is operational and in use. If the Lift Station is non-operational or not in use for six (6) consecutive months, this Agreement shall automatically terminate without the need for any recording of a termination document.

4.6 Recordation. The County shall record this Agreement in the Public Records of Okaloosa County, Florida. If this Agreement is amended, canceled, modified, or extended, the County shall also record such action in the public records of Okaloosa County.

4.7 Construction. This Agreement and the rights and obligations of the parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the ordinances, rules, and regulations of Okaloosa County, and any amendments thereto in effect as of the Effective Date of this Agreement. The parties hereby consent to the sole and exclusive jurisdiction and venue for any action relating to the construction, interpretation, or enforcement of this Agreement to be in the state courts of Okaloosa County, Florida.

4.8 Entire Agreement. This Agreement contains the entire understanding between the parties, and the parties agree that no representation were made by or on behalf of either that is not contained in this Agreement, and that in entering into this Agreement neither relied upon, or was entitled to rely upon, any representation not herein specifically set forth.

4.9 Attachments and Exhibits. All attachments or exhibits referenced herein and attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

4.10 Severability. If any section, phrase, sentence, or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such section, phrase, sentence, or portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

4.11 Waiver and Release. For and in consideration of the mutual agreements set forth herein, the Property Owner agrees the terms and conditions of this Agreement are reasonable under the totality of the circumstances, and the Property Owner for themselves, and on behalf of their successors, assigns or trustees, and anyone claiming by, through or under any of them, do hereby fully waive, release, and forever discharge Okaloosa County from and against any claims for takings, wrongful exaction, inverse condemnation, regulatory takings, U.S.C. Section 1983, or claims under Chapter 70, Florida Statutes, arising out of or

resulting from the terms and conditions hereof. The Property Owner acknowledges and agrees that the Property Owner's agreement to this release is a material inducement to Okaloosa County to enter into this Agreement.

4.12 Indemnification.

4.12.1 The Property Owner shall indemnify, defend (by counsel reasonably acceptable to Okaloosa County), protect, and hold harmless Okaloosa County and its officers, employees, and agents from and against any and all claims, demands, actions, causes of action, suits, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) (collectively "Claims") arising out of or resulting from the design and construction of the stub-outs and mains that are caused in whole or in part by an act or omission of the Property Owner, or the Property Owner's engineers, designers, contractors, subcontractors, material suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

4.12.2 To the extent permitted by law, and without waiving its sovereign immunity, the County shall indemnify, defend (by counsel reasonably acceptable to the Property Owner), protect, and hold harmless the Property Owner and its officers, employees, and agents from and against any and all Claims arising out of or resulting from or related to the design, construction, and installation activities of the Lift Station that are caused by the County, or the County's engineers, designers, contractors, subcontractors, material suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. The County shall fully comply will all applicable laws, ordinances, rules and regulations in connection with its designing, constructing, and installing activities upon the Property. The County shall not permit any designing, constructing, and installing activities to result in any liens, judgments, or other encumbrances being filed against the Property and shall, at the County's sole cost and expense, as promptly as possible but in no event more than ninety (90) days after such filing or recording, discharge of record any such liens or encumbrances that are so filed or recorded. The provisions of this Section 4.12 shall survive for three (3) years following the completion of the construction of the Lift Station. The foregoing indemnity excludes any Claims relating to the negligence or willful misconduct of Property Owner or its agents or representatives.

4.13 Waiver of Default. A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in a writing signed by the waiving party. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

4.14 Further Assurances. From time to time, upon the reasonable request of any party hereto, each party hereto shall (i) promptly correct any mutual mistake which may be discovered in the contents of this Agreement; and (ii) execute, acknowledge, deliver, and record and/or file such further instruments and perform such further acts and provide such further assurances as may be reasonably necessary, desirable, or proper to carry out more effectively the purposes of this Agreement.

4.15 Time of the Essence. Time is of the essence in this Agreement.

4.16 Authority of Signatory. Each of the signatories hereto individually represents and warrants that he has full right and authority to execute this Agreement on behalf of the party named herein, and that this Agreement is a valid and binding obligation of such party, subject to its terms.

4.17 Estoppel Affidavit. Each party agrees within fifteen (15) days after written notice from the other party to deliver a written statement which may be relied upon by the requesting party or any transferee or mortgagee of the requesting party's interest herein, setting forth whether or not the requesting party has fully complied with the provisions hereof, and if not, setting forth in reasonable detail the nature of the violations. Failure to deliver such statement within such fifteen (15) day period shall be conclusive evidence that the requesting party has fully complied with the provisions hereof as of the date the request was made.

4.18 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by parties hereto shall bind the parties hereto as if they had each executed the same counterpart. The parties agree that this Agreement shall be deemed validly executed and delivered by a party if a party executes this Agreement and delivers a copy of the executed Agreement to the other party by electronic mail.

4.19 Convenience Only. The section, paragraph, and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

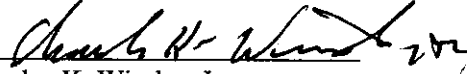
4.20 No Joint Venture. Nothing contained in this Agreement shall constitute the Parties as joint venturer, partner, or agent of one another, or render a Party liable for any debts, obligations, acts, omissions, representations, or contracts of another.

[SPACE INTENTIONALLY LEFT BLANK]

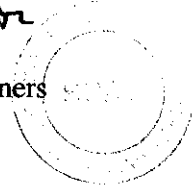
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands and seals this 17th day of September, 2019.

OKALOOSA COUNTY, FLORIDA

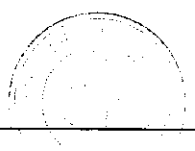


Charles K. Windes, Jr.
Chairman, Board of County Commissioners



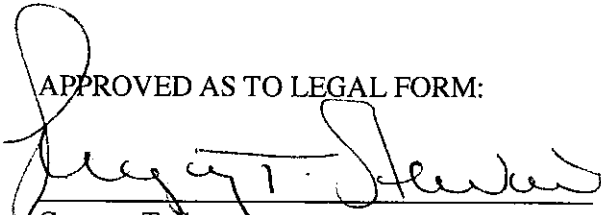
ATTEST:





J.D. Peacock II
Clerk of Circuit Court

APPROVED AS TO LEGAL FORM:



Gregory T. Stewart
County Attorney

PROPERTY OWNER

68V SHOAL RIVER (FL) 2019, LLC,
a Florida limited liability company

By: 68 Ventures, LLC,
an Alabama limited liability company, its Manager

By: _____
Nathan L. Cox, its Manager

WITNESSES:

[Signature]
WITNESS ONE SIGNATURE

Chris Knight
WITNESS ONE PRINTED NAME

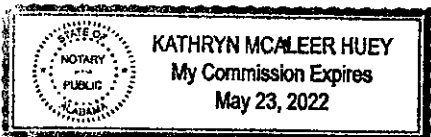
[Signature]
WITNESS TWO SIGNATURE

Will Lowery
WITNESS TWO PRINTED NAME

STATE OF Alabama
COUNTY OF Baldwin

SWORN TO and subscribed before me this 10th day of September, 2019, by
Nathan L. Cox in his or her capacity as Manager of 68V Shoal River (FL)
2019, LLC. 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)
Kathryn McAleer Huey

Notary Public
Kathryn McAleer Huey
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: na
My Commission Expires: May 23, 2022

EXHIBIT A

PROPERTY

LEGAL DESCRIPTION (AS FURNISHED):

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE S 87°56'24" E ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 2514.09 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE S 88°12'47" E ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF A 66 FOOT PUBLIC RIGHT OF WAY, HEREAFTER REFERRED TO AS THE "66 FOOT RIGHT OF WAY", SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE S 88°12'47" E, A DISTANCE OF 2612.21 FEET; THENCE DEPARTING SAID NORTH LINE, PROCEED S 01°06'42" W, A DISTANCE OF 3203.69 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF FLORIDA STATE ROAD 8 (INTERSTATE 10 RIGHT OF WAY; WIDTH VARIES); THENCE ON SAID NORTH RIGHT OF WAY LINE, THE FOLLOWING 5 (FIVE) CALLS:
1) N 88°07'30" W, A DISTANCE OF 486.41 FEET; 2) THENCE N 85°07'55" W, A DISTANCE OF 325.55 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 57450.80 FEET; 3) THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°30'54", AN ARC DISTANCE OF 516.39 FEET, (CHORD BEARING = N 88°22'57" W, CHORD = 516.39 FEET); 4) THENCE S 88°12'39" W, A DISTANCE OF 326.27 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 57433.80 FEET; 5) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°59'29", AN ARC DISTANCE OF 993.84 FEET, (CHORD BEARING = N 89°27'39" W, CHORD = 993.82 FEET), TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE AFORESAID EAST RIGHT OF WAY LINE OF SAID "66 FOOT RIGHT OF WAY"; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, PROCEED N 01°44'11" E ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 3228.73 FEET TO THE POINT OF BEGINNING.

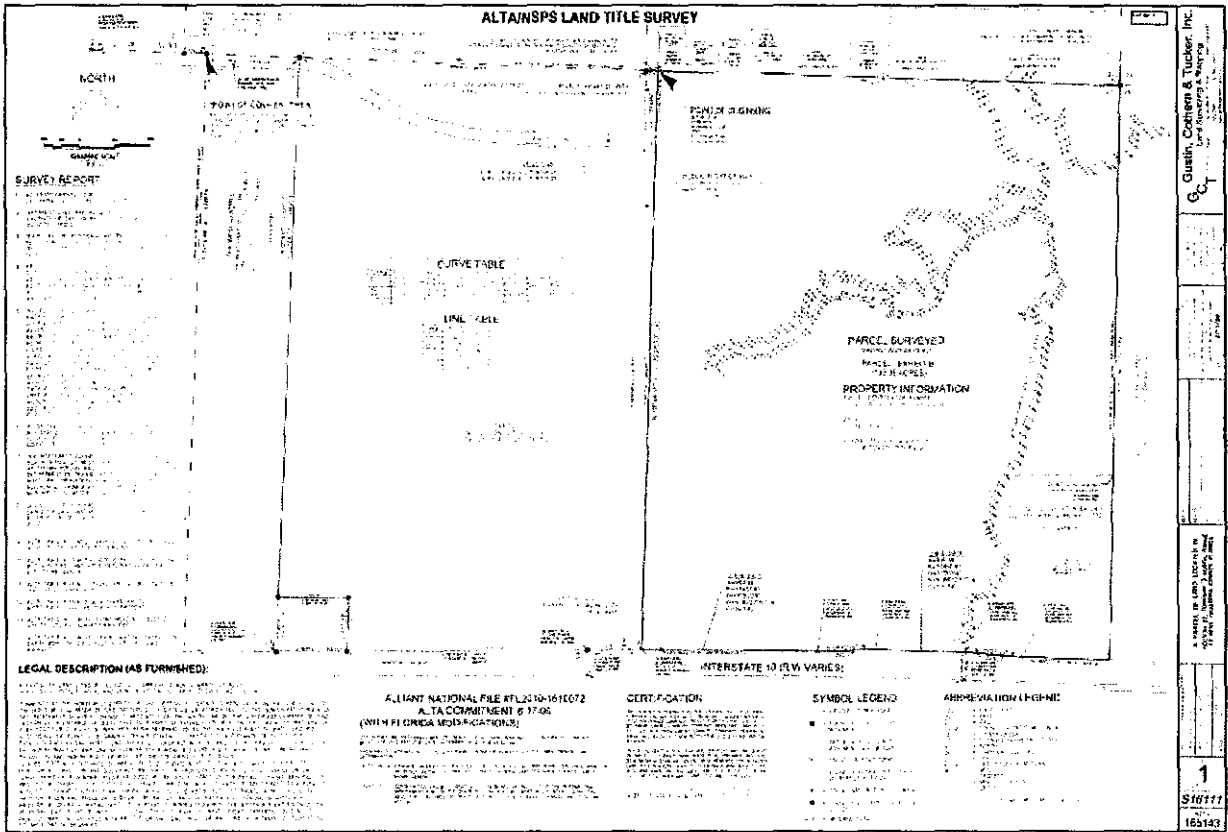


EXHIBIT B

LIFT STATION CONSTRUCTION SCHEDULE

Aug 2019 – Sept 2019 – drafting and execution of agreements (cost-share agreements and contract with the County’s engineering consultant)

Oct 2019 – March 2020 – design (30%, 60%, 100%), permitting, quit claim deed, and easements

April 2020 – July 2020 – procurement of material & equipment

Aug 2020 – Nov 2020 – construction of Shoal River Landing Lift Station and Okaloosa Lane Force Main & tie-ins

Note: The County will install fiber into the communications conduit in the future (after the Lift Station goes into operation), as fiber is currently not available along Okaloosa Lane. As an interim measure, the Lift Station will have a wireless modem.

EXHIBIT C

FORM OF RELEASE OF EASEMENT

This **RELEASE OF EASEMENT** (the "**Release**") is made this 17th day of September, 2019, by and among OKALOOSA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS (the "**County**"), and 68V Shoal River (FL) 2019, LLC ("**Property Owner**").

WITNESSETH:

WHEREAS, the County is the owner of easements in, upon, and through certain real property located in Okaloosa County, Florida by virtue of an easement document recorded in the Official Records of Okaloosa County, Book 2329, Page 4288 on December 4, 2001 (the "**Easement**"), a copy of which is attached hereto as Exhibit A and is incorporated and made a part hereof; and

WHEREAS, Property Owner is the rightful and legal owner of the certain real property encumbered by the Easement; and

WHEREAS, Property Owner has requested that the County release its interest in the Easement; and

WHEREAS, the County agrees to release the Easement which will be replaced by other easement(s) and/or recorded plat(s) because the Easement is no longer necessary for a public purpose and therefore may be released.


NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the County and Property Owner, for themselves, and their successors or assigns hereby release, discharge, and terminate the Easement and release any title, interest, claim, and demand which the other may have in the Easement, and the Easement shall be of no further force and effect. Upon execution, this Release shall be recorded in the Official Records of Okaloosa County, Florida.

1. Recitals. The parties agree that the above recitals are true and correct and are hereby incorporated herein by this reference.
2. Counterparts. This Release may be executed in separate counterparts each of which shall constitute an original but all of which taken together, shall constitute one agreement. Any signed counterpart of this Release that is delivered by electronic means shall be deemed to have the same effect as an original.

IN WITNESS WHEREOF, the undersigned have caused this Release to be executed by officers thereunto duly authorized this 17th day of September, 2019.

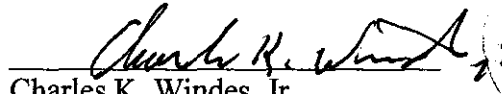
[SIGNATURE PAGES FOLLOW]

Approved as to form:




Greg T. Stewart
County Attorney


OKALOOSA COUNTY, FLORIDA




Charles K. Windes, Jr.
Chairman, Board of County Commissioners



ATTEST:



J.D. Peacock II
Clerk of the Circuit Court



PROPERTY OWNER

68V SHOAL RIVER (FL) 2019, LLC,
a Florida limited liability company

By: 68 Ventures, LLC,
an Alabama limited liability company, its Manager

By: _____
Nathan L. Cox, its Manager

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Will Lowery
Witness Signature

Will Lowery
Witness Print Name

Chris Knight
Witness Signature

Chris Knight
Witness Print Name

STATE OF Alabama
COUNTY OF Baldwin

The foregoing instrument was acknowledged before me this 10th day of September, 2019,
by Nathan L. Cox, as Manager of 68V Shoal River (FL) 2018, LLC, who is personally
known to me, or has produced personally known to me as identification.

Kathryn McAleer Huey
Notary Public, State of ~~Florida~~ Alabama
My Commission Expires: May 23, 2022
Commission No.: n/a



Prepared by:
Dewrell & Shaw, Attorneys at Law

10.50
.70

STATE OF FLORIDA
COUNTY OF OKALOOSA

** OFFICIAL RECORDS **
BK 2329 PG 4288

EASEMENT

THIS EASEMENT made this 28th day of November, 2001, between J. LADON DEWRELL, Individually and as Trustee for D & K Employee Profit Sharing Trust, and CHARLES W. CLARY, whose mailing address is: Post Office Box 1510, Fort Walton Beach, Florida 32549, as party of the First Part, and OKALOOSA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, whose mailing address is: 1804 Lewis Turner Blvd., Suite 300, Fort Walton Beach, Florida 32548, as party of the Second Party,

WITNESSETH that the First Party, in consideration of the sum of One (\$1.00) Dollar and other valuable consideration paid, the receipt of which is hereby acknowledged, hereby grants unto the Second Party, its successors and assigns, a non-exclusive perpetual easement for the purpose of Maintenance and Installation of Water & Sewer Utility Lines and Future Road Improvements in, upon and through the following described land in Okaloosa County, Florida; in exchange for the utility easement, Okaloosa County Water and Sewer Department agrees to repair all areas distributed during construction and return the surface to the original existing conditions and dimensions. It is the intent of the parties that the utility lines and mains will be located on the outer area of the easement, to allow ingress and egress over and along said easement. The Grantor reserves the right to relocate the easement to Grantor's adjoining real property if same is reasonably necessary for the prudent development of Grantors real property adjoining said easement. The County shall pay any cost of such relocation.

LEGAL DESCRIPTION: "AS CONTAINED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

TO HAVE AND TO HOLD the same unto the Second Party; its successors and assigns, together with the rights to enter upon said land, provided however, said party of the Second Part shall not intentionally damage the contiguous land of the party of the First Part, and that Party of the First Part will defend the title to said lands against all persons claiming by, through or under the party of the First Part.

IN WITNESS WHEREOF the First Party has hereunto set their hands and seals this 28th day of November, 2001.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Julie A. Simpson
Print Name: JULIE A. SIMPSON

Nancy L. Best
Print Name: NANCY L. BEST

J. Ladon Dewrell
J. LADON DEWRELL

D & K EMPLOYEE PROFIT SHARING TRUST
BY: J. Ladon Dewrell
J. LADON DEWRELL, Trustee

Charles W. Clary
CHARLES W. CLARY

STATE OF FLORIDA
COUNTY OKALOOSA

THE FOREGOING instrument was acknowledged before me this the 28th day of November, 2001, by J. LADON DEWRELL, Individually and as Trustee of the D & K Employee Profit Sharing Trust and CHARLES W. CLARY, who are personally known to me or produced

Donna L. Davis
Notary Public
(Seal)



Deed Doc Stamps

\$.70 D.C.

J. Dewrell

FILE # 1884404 ROD: DEC 04 2001 @ 02:43PM
NORMAN C. BRACKIN, CLERK, OKALOOSA COUNTY FL

"EXHIBIT A"

PARCEL "D"

30.00' Easement

Commence at the Northeast corner of the Northwest Quarter of Section 27, Township 3 North, Range 23 West, Okaloosa County Florida. Thence north 87 degrees, 10 minutes, 46 seconds west, 33.00 feet. Thence south 02 degrees, 32 minutes, 09 seconds west, 3231.79 feet to the north Right-of-Way line of Interstate Highway number 10 and a point on a curve that is concave southerly having a radius of 50793.17 feet. Thence along said Right-of-Way and curve an arc distance of 151.46 feet to a D. O. T. witness post and end of curve. (Chord bearing and distance = south 89 degrees, 44 minutes, 52 seconds west, 151.46 feet) Thence continue along said Right-of-Way line south 89 degrees, 39 minutes, 44 seconds west 1660.00 feet to the Point of Beginning. Thence continue along above said Right-of-Way line south 89 degrees, 39 minutes, 44 seconds west 265.00 feet more of less to the east line of the west 503.58 feet of the northwest quarter of said Section 27. Thence north along said east line 30.00 feet. Thence north 89 degrees, 39 minutes, 44 seconds east parallel to said Right-of-Way line 265.00 feet more or less. Thence south 30.00 feet to the Point of Beginning.

Contains 0.20 acres more or less.

PARCEL "E"

30.00' Easement

Commence at the northeast corner of the northwest quarter of Section 27, Township 3 North, Range 23 West, Okaloosa County Florida. Thence south 87 degrees, 10 minutes, 46 seconds west, 33.00 feet. Thence south 02 degrees, 32 minutes, 09 seconds west, 3078.55 feet more or less to a point that is 150.00 feet north of the north Right-of-Way line of Interstate Highway Number 10 and the Point of Beginning; Thence east and parallel to said Right-of-Way line 2515.00 feet more or less to a point that is 180.00 feet west of the east line of Section 27 and 150.00 feet north of the north Right-of-Way line of Interstate Number 10. Thence south 150.00 feet to said Right-of-Way line. Thence east along said Right-of-Way line 180.00 feet to the east line of Section 27. Thence north along said line 30.00 feet. Thence west and parallel to the north Right-of-Way of Interstate Number 10, 150.00 feet. Thence north and parallel to the east line of Section 27, 150.00 feet. Thence west and parallel to the north Right-of-Way line of Interstate Number 10, 2545.00 feet more or less. Thence south 30.00 feet to the Point of Beginning .

Contains 1.96 acres more or less.

**** OFFICIAL RECORDS ****
BK 2329 PG 4289



EXHIBIT D - EASEMENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

Prepared by:
Okaloosa County Water & Sewer

This Easement made this 17th day of September 2019

Between 68V Shoal River (FL) 2019, LLC

as the party of the First part and Okaloosa County, a political subdivision of the state of Florida as the party of the Second part,

WITNESSETH that the First party, in consideration of the sum of one (1) dollar and other valuable consideration paid, the receipt of which is hereby acknowledged, hereby grants unto the Second party, its successors, and assigns, a perpetual easement and right-of-way for the purpose of

Maintenance, Repair, Access and Installation of Water & Sewer & Communication Utilities
in, upon and through the following described land in Okaloosa County: in exchange for the utility easement, OCWS agrees to repair all areas disturbed during construction and return the surface to the original existing conditions and dimensions.

LEGAL DESCRIPTION:
COMMENCE AT AN 1/2" IRON ROD MARKING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 27, T-3-N, R-23-W, OKALOOSA COUNTY FLORIDA; THENCE S88°12'47"E 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF OKALOOSA LANE (66' ROW); THENCE ALONG SAID ROW S01°44'11"W 3198.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST ROW S01°44'11"W 30.01 FEET TO A POINT ON THE NORTH ROW LINE OF INTERSTATE 10 (ROW VARIES) TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 57,433.80 FEET; THENCE DEPARTING SAID EAST ROW LINE AND ALONG SAID NORTH ROW LINE AND CURVE AN ARC DISTANCE OF 993.83 FEET (CHORD BEARING S89°27'39"E, CHORD DISTANCE 993.82 FEET); THENCE N88°12'39"E 326.27 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 57450.80 FEET; THENCE ALONG SAID CURVE 516.39 FEET (CHORD BEARING S88°22'57"E, CHORD DISTANCE 516.39 FEET); THENCE S85°07'55"E 325.55 FEET; THENCE S88°07'30"E 486.41 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 27; THENCE DEPARTING SAID NORTH ROW LINE AND ALONG SAID EAST SECTION LINE N01°06'42"E 30.00 FEET; THENCE DEPARTING SAID EAST SECTION LINE N88°07'30"W 485.23 FEET; THENCE N85°07'55"W 325.55 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 57480.80 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 518.27 FEET (CHORD BEARING N88°22'57"W, CHORD DISTANCE 518.27 FEET); THENCE S88°12'39"W 326.36 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 57463.80 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 992.73 FEET (CHORD BEARING N89°27'39"W, CHORD DISTANCE 992.71 FEET) TO THE POINT OF BEGINNING. CONTAINS 1.8 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same unto the Second party, its successors and assigns, together with the rights to enter upon said land, provided however, said party of the Second part shall not intentionally damage the contiguous land of the party of the First part, and the party of the First part will defend the title to said lands against all persons claiming by, through or under the party of the First part.

IN WITNESS WHEREOF the First party has hereunto set their hand (s)

And seal (s) this 10th day of September 2019

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness Signature (Handwritten: W. Lowery)

Witness Print Name (Handwritten: Will Lowery)

Witness Signature (Handwritten: Chris Knight)

Witness Print Name (Handwritten: Chris Knight)

68V SHOAL RIVER (FL) 2019, LLC,
a Florida limited liability company

By: 68 Ventures, LLC,
an Alabama limited liability company, its Manager

By: Nathan L. Cox, its Manager

STATE OF ALABAMA the foregoing instrument was acknowledged before me the September 10, 2019
COUNTY OF Baldwin (Date)
By Nathan L. Cox, who is personally known to me
(Name of person acknowledging)



who has produced (Type of identification)
As identification and who did (did not) take an oath.
Kathryn McAleer Huey Notary Public, Commission No. n/a
Kathryn McAleer Huey (Name of Notary typed, printed or stamped)

SEAL ABOVE)

