

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/18/2019

Contract/Lease Control #: C20-2873-WS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: HSC FT. WALTON BEACH, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/15/2019

Expiration Date: INDEFINITE

Description of  
Contract/Lease: TRACTOR SUPPLY COMPANY PROJECT

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: TBD Tracking Number: 3666-20  
Procurement/Contractor/Lessee Name: \_\_\_\_\_ Grant Funded: YES \_\_\_ NO X  
Purpose: Infrastructure Agreement  
Date/Term: indefinite 1.  GREATER THAN \$100,000  
Amount: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Department: WS 3.  \$50,000 OR LESS  
Dept. Monitor Name: Littelle

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 10-3-19  
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: 10-9-19  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 10-7-19  
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

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**From:** Lynn Hoshihara  
**Sent:** Monday, October 7, 2019 4:09 PM  
**To:** Mark Wise; Parsons, Kerry; DeRita Mason; Karen Donaldson  
**Cc:** Jeff Littrell; Elliot Kampert; Greg Kisela; Randall Woodruff; Marissa Martinez; Gerard Menze; Jeb S. Chessher  
**Subject:** Re: Tractor Supply Co FWB - Infrastructure Agreement

This infrastructure agreement is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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.

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**From:** Mark Wise  
**Sent:** Monday, October 7, 2019 4:38 PM  
**To:** Parsons, Kerry; Lynn Hoshihara; DeRita Mason; Karen Donaldson  
**Cc:** Jeff Littrell; Elliot Kampert; Greg Kisela; Randall Woodruff; Marissa Martinez; Gerard Menze; Jeb S. Chessher  
**Subject:** RE: Tractor Supply Co FWB - Infrastructure Agreement

All,  
The documents have been finalized, except for Exhibit A (Site Plan, which is forthcoming from the Developer). Attached is the Draft BCC Agenda Request for Oct 15, along with the Agreement and all the exhibits.

Karen & Lynn or Kerry,  
Please send your approval to DeRita, so we can get a Coordination Sheet.

Mark Wise, P.E.  
Deputy Director  
Okaloosa County Water & Sewer  
(850) 651-7502

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**From:** Parsons, Kerry [mailto:KParsons@ngn-tally.com]  
**Sent:** Friday, October 4, 2019 3:32 PM  
**To:** Mark Wise <mwise@myokaloosa.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** RE: Tractor Supply Co FWB - Infrastructure Agreement

Hey Mark:

## DeRita Mason

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**From:** Karen Donaldson  
**Sent:** Wednesday, October 9, 2019 2:48 PM  
**To:** DeRita Mason  
**Subject:** RE: Tractor Supply Co FWB - Infrastructure Agreement

DeRita

I am sorry, I didn't realize you were waiting on me. This agreement is approved by risk management. There is no insurance involved in the 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](mailto: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.*

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, October 9, 2019 2:04 PM  
**To:** Mark Wise <mwise@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Parsons, Kerry <KParsons@ngn-tally.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** RE: Tractor Supply Co FWB - Infrastructure Agreement

I am still waiting on risk. I will reach out to them via this email.

Karen,

Can you please review the referenced agreement? It would have been sent to you earlier.

Thank you,

DeRita Mason

**INFRASTRUCTURE AGREEMENT  
FOR THE TRACTOR SUPPLY COMPANY PROJECT  
LOCATED IN UNINCORPORATED FORT WALTON BEACH, FLORIDA**

This INFRASTRUCTURE AGREEMENT (the “**Agreement**”) is entered into this 15<sup>th</sup> day of October, 2019, by and between Okaloosa County, Florida, through its Board of County Commissioners (the “**County**”) and HSC Ft Walton Beach, LLC (the “**Property Owner**”) for the purpose of establishing wastewater infrastructure improvements related to a certain development located in Okaloosa County, Florida.

**WITNESSETH:**

**WHEREAS**, the Property Owner is constructing a Tractor Supply Company retail store (the “**Project**”), to be located at 653 Beal Parkway, Fort Walton Beach, Florida, with a certain site plan attached hereto as Exhibit A and incorporated herein by this reference (the “**Site Plan**”). The Property Owner has applied for a County Development Order; and

**WHEREAS**, the Property Owner is developing the Project on the approximately four point fifty-six acre (4.56-acre) parcel as described on Exhibit B attached hereto and incorporated herein by this reference (the “**Property**”); and

**WHEREAS**, the County owns, operates, and maintains two (2) aging lift stations adjacent to the Property: the Pier 1 Lift Station to the east and the Beal Parkway Lift Station to the south, which are in need of rehabilitation and total replacement respectively; and

**WHEREAS**, the County has two (2) existing easements (the “**Existing Easements**”) on the Property, as recorded in Official Records Book 1271, Page 939 and Book 3416, Page 1628; and

**WHEREAS**, the Existing Easements provide access to the County’s Pier 1 Lift Station and contain an active force main and other underground utilities, all of which are in conflict with the Project’s development plan; 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 a new gravity sewer main (the “**Gravity Main**”) on the Property in the location identified on the Site Plan, which would allow for the Pier 1 Lift Station to be taken out of service, and in turn, the County would have no interest in the Existing Easements and active force main located therein. The County also desires to construct a new lift station (the “**Tractor Supply Lift Station**”) on the Property in the location identified on the Site Plan, which would allow for the Beal Parkway Lift Station to be taken out of service; and

**WHEREAS**, the parties desire to work collaboratively on the Project, the Gravity Main, and the Tractor Supply Lift Station, to establish new easements, and to release the Existing Easements. The Existing Easements to be released, the existing easements to remain, and the new easements are depicted in Exhibit C (the “**Easement Drawing**”). 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 **“Tractor Supply Lift Station”** means the new lift station located on the Property, to be built at some point in the future, and which would take the place of the Beal Parkway Lift station.
- 2.3 **“Maintenance”** means servicing, support, upkeep, repair, and replacement 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 Tractor Supply Company store and all supporting uses and infrastructure.
- 2.6 **“Property”** means the real property more particularly described as Exhibit B attached hereto and incorporated herein by this reference upon which the Project will be developed.
- 2.7 **“Property Owner”** means HSC Ft Walton Beach, 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 The Gravity Main.**

- 3.1.1 The County shall design, permit, and construct the Gravity Main in conformance with the Property Owner’s construction schedule, as best as reasonably possible.
- 3.1.2 At the eastern end of the Gravity Main, the County shall convert the Pier 1 Lift Station into a manhole.
- 3.1.3 The County shall pay all costs and expenses related to the Gravity Main itself, including, but not limited to, the installation and Maintenance thereof.

3.1.4 The Property Owner shall be responsible for providing access to one of the two easternmost manholes of the Gravity Main. For the purposes of this Agreement, “access” means physical access via reasonably flat ground for a large utility truck (vactor truck).

3.1.5 The County’s engineer and Property Owner’s engineer will coordinate the design of the Gravity Main with the design of the Project.

3.1.6 All parties recognize that time is of the essence on matters related to the Gravity Main and agree to fast track the design and construction as much as reasonably possible.

3.1.7 Contemporaneously with the execution and delivery of this Agreement and at no cost to the County, the Property Owner agrees to execute an easement (the “**Gravity Main Easement**”) which shall be substantially in accordance with the form attached hereto as Exhibit D and incorporated herein by reference. The easement will allow the County to construct, own, operate, and provide Maintenance for the Gravity Main.

3.1.8 Contemporaneously with the execution and delivery of this Agreement and at no cost to the County, the Property Owner agrees to execute a temporary construction easement (“**The Temporary Construction Easement for Gravity Main**”) which shall be substantially in accordance with the form attached hereto as Exhibit E and incorporated herein by reference. This easement, which will allow the County to construct the Gravity Main, shall automatically become null and void once the Gravity Main is online.

### 3.2 The Tractor Supply Lift Station.

3.2.1 The County shall design, permit, and construct the Tractor Supply Lift Station. Although the County may begin design now, there is no date requirement as to when the construction shall be completed.

3.2.2 The County shall pay all costs and expenses related to the Tractor Supply Lift Station, including, but not limited to, the installation and Maintenance thereof.

3.2.3 Contemporaneously with the execution and delivery of this Agreement and at no cost to the County, the Property Owner agrees to execute an easement (the “**Lift Station Easement**”) which shall be substantially in accordance with the form attached hereto as Exhibit F and incorporated herein by reference. The easement will allow the County to construct, own, operate, and provide Maintenance for the Tractor Supply Lift Station.

3.2.4 Contemporaneously with the execution and delivery of this Agreement and at no cost to the County, the Property Owner agrees to execute a temporary construction easement (“**The Temporary Construction Easement for Lift Station**”) which shall be substantially in accordance with the form attached hereto as Exhibit G and incorporated herein by reference. This easement, which will allow the County to construct the Tractor Supply Lift Station, shall automatically become null and void once the Tractor Supply Lift Station is online.

### 3.3 Release of Easements.

3.3.1 Once the Gravity Main is in service, within 30 days, the County agrees to execute and record a Release of Easement (the “**First Release**”) which Release shall be substantially in accordance with the Release form attached hereto as Exhibit H and incorporated herein by this

reference. The First Release pertains to the existing easement recorded in Official Records Book 1271, Page 939.

3.3.2 Once the Gravity Main is in service, within 30 days, the County agrees to execute and record a Release of Easement (the “**Second Release**”) which Release shall be substantially in accordance with the Release form attached hereto as Exhibit I and incorporated herein by this reference. The Second Release pertains to the existing easement recorded in Official Records Book 3416, Page 1628. Note that this existing easement is Board of County Commissioners Resolution 19-122, vacating an alleyway and providing utility rights. As such, the County is vacating its interest in this easement, but other entities may still have utility rights.

3.3.3 Provided that the Property owner performs its obligations pursuant to this Agreement (subject to any applicable notice and cure periods as provided herein), in no event shall the County object to, seek damages for, or seek the force removal of any improvements constructed by or on behalf of the Property Owner in connection with the Project, as shown on the Site Plan, as encroachments upon the Existing Easements.

#### 3.4 Existing Infrastructure.

3.4.1 There exists certain wastewater infrastructure owned by the County and located on the Property that shall remain in place: an existing gravity sewer main and an existing sewer force main, both generally located in the north-south direction along the western property line.

3.4.2 Contemporaneously with the execution and delivery of this Agreement and at no cost to the County, the Property Owner agrees to execute an easement (the “**Sewer Mains Easement**”) which shall be substantially in accordance with the form attached hereto as Exhibit J and incorporated herein by reference. The easement will allow the County to construct, own, operate, and provide Maintenance on the existing gravity sewer main, the existing sewer force main, and any other necessary sewer mains related to the Tractor Supply Lift Station.

3.4.3 Any cost of construction by the County to connect the water and/or sewer services to the existing County water and sewer mains will not be charged to the Property Owner. This includes, but is not limited to, coring of manholes and work related to water meters. This is not a waiver of Water, Sewer, and/or Fire Capacity Expansion Charges, which shall be calculated and paid, considering credit for past charges paid and/or past water demand. Installation of water and sewer services on private property outside of easements is the responsibility of the Property Owner.

3.5 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.

3.6 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.

3.7 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 Property Owner and suspend and hold the issuance of the Certificate of Occupancy for the Project until the failure is cured.

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:**  
HSC Ft Walton Beach, LLC  
Attn: H. Ray Hix, Jr.  
805 Trione Avenue  
Daphne, AL 36526  
Email: [ray@hixsnedeker.com](mailto:ray@hixsnedeker.com)

**And a copy to:**  
Rushton, Stakely, Johnston & Garrett, P.A.  
Attn: James R. Dickens, Jr.  
184 Commerce Street  
Montgomery, AL 36104  
Email: [jrd@rushtonstakely.com](mailto:jrd@rushtonstakely.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](mailto:mwise@myokaloosa.com)

**And a copy to:**  
Lynn M. Hoshihara

County Attorney  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308  
Email: [lhoshihara@myokaloosa.com](mailto:lhoshihara@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 Gravity Main and Tractor Supply Lift Station are operational and in use.

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, tenants, and agents from and against any and all Claims arising out of or resulting from or related to the design, construction, installation, and Maintenance activities of the Tractor Supply Lift Station and/or the Gravity Main 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, installing, and Maintenance activities upon the Property. The County shall not permit any designing, constructing, installing, or Maintenance 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 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.

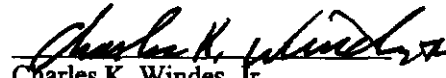
4.20 No Joint Venture. Nothing contained in this Agreement shall constitute the Parties as joint venturer, partner, or agent of one another, or render a Party liable for any debts, obligations, acts, omissions, representations, or contracts of another.

[SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands and seals this 15th day of October, 2019.

OKALOOSA COUNTY, FLORIDA

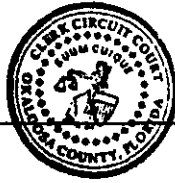
  
Charles K. Windes, Jr.  
Chairman, Board of County Commissioners



ATTEST:



J.D. Peacock II  
Clerk of Circuit Court



APPROVED AS TO LEGAL FORM:



Lynn M. Hoshinara  
County Attorney

**PROPERTY OWNER**

**HSC Ft Walton Beach, LLC**

By: [Signature]  
Its Member

**WITNESSES:**

[Signature]  
WITNESS ONE SIGNATURE

Jennifer Nylander  
WITNESS ONE PRINTED NAME

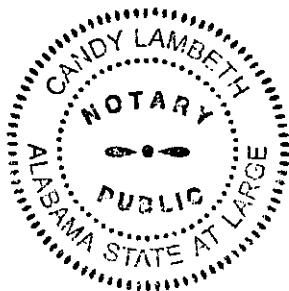
[Signature]  
WITNESS TWO SIGNATURE

Johna Forward  
WITNESS TWO PRINTED NAME

STATE OF Alabama  
COUNTY OF  Baldwin

SWORN TO and subscribed before me this 8 day of Oct, 2019, by H. Ray Hix Jr. in his capacity as Member of HSC Ft Walton Beach, LLC. Such person(s) (Notary Public must check applicable box):

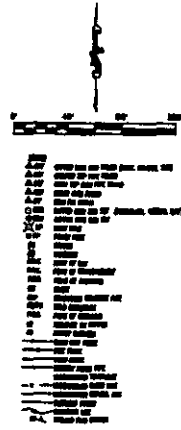
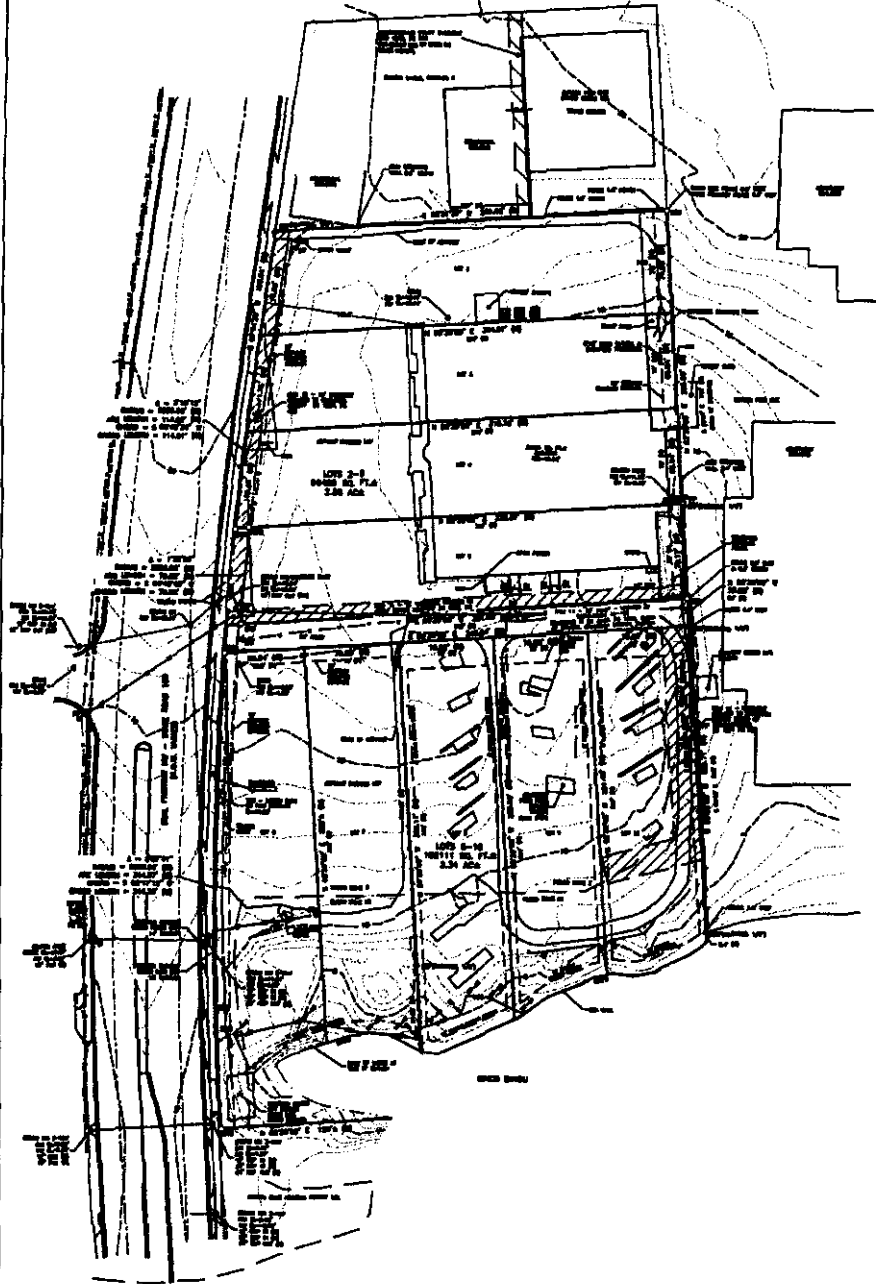
- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
Candy Lambeth  
(Printed, Typed or Stamped Name of Notary Public)  
Commission No.: NA  
My Commission Expires: 6/24/20







**GENERAL NOTES:**

1. THIS SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE TITLE SHEET.
2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF FLORIDA.
3. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE TITLE SHEET.
4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF FLORIDA.
5. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE TITLE SHEET.
6. THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF FLORIDA.
7. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE TITLE SHEET.
8. THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF FLORIDA.
9. THE SURVEY WAS MADE BY THE SURVEYOR ON THE DATE INDICATED ON THE TITLE SHEET.
10. THE SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, STATE OF FLORIDA.

**LEGEND:**

- 1. ...
- 2. ...
- 3. ...
- 4. ...
- 5. ...
- 6. ...
- 7. ...
- 8. ...
- 9. ...
- 10. ...

**DEED:**

...

**PLAT:**

...

**COMMISSIONER:**

...

**NOTARY:**

...

**DATE:**

...

**BY:**

...

**FOR:**

...

**SCALE:**

...

**PROJECT:**

HSC FT WALTON BEACH, LLC  
ALTA/NSPS SURVEY  
LOTS 2-10 - OAKHILL SUBDIVISION  
FT. WALTON BEACH, FLORIDA

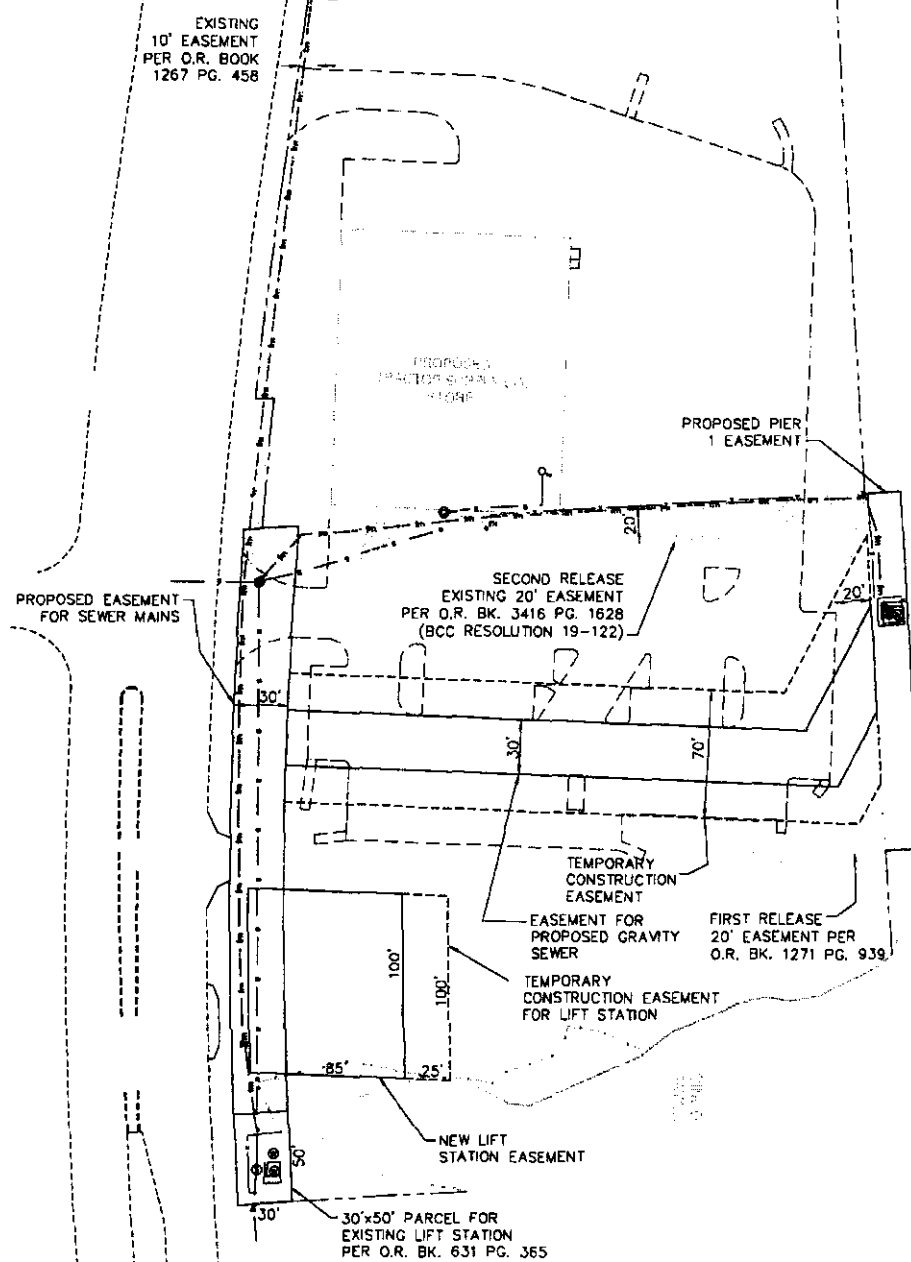
**LOGO:**

STAR LARK

# EXHIBIT C

**LEGEND**

	WATER MAIN		EASEMENT
	SEWER MAIN		PROPOSED EASEMENT
	FIRE HYDRANT		PROPOSED SEWER MAIN
	TELEPHONE LINE		PROPOSED WATER MAIN
	POWER POLE		PROPOSED GAS MAIN
	GAS MAIN		PROPOSED STORM SEWER
	STORM SEWER		DITCH
	DITCH		FENCE
	FENCE		TELEPHONE LINE (PROPOSED)
	TELEPHONE LINE (PROPOSED)		BOUNDARY
	BOUNDARY		DITCH (PROPOSED)
	DITCH (PROPOSED)		EASEMENT (PROPOSED)
	EASEMENT (PROPOSED)		EASEMENT (PROPOSED)



	<b>Ocala County</b> Water & Sewer Engineering 1704 Lewis Turner Blvd. Suite 300 Ft. Walton Beach, FL 32547 Phone: (850) 651-7934 Fax: (850) 609-9090	SHEET NO. OF SHEET 1001 - 30	SHEET NO.  	SHEET NO.  	TRACTOR SUPPLY COMPANY PARCEL  	DRAWN: DAVID HALL CHECKED BY: J. WILLIAMS APPROVED BY: J. KAMM SPECIAL PURPOSE SURVEY	SHEET: 1
	EASEMENTS DRAWING						

EXHIBIT D – GRAVITY MAIN EASEMENT

STATE OF FLORIDA
COUNTY OF OKALOOSA
Prepared by and return to:
Okaloosa County Water & Sewer
1804 Lewis Turner Blvd., Suite 300
Fort Walton Beach, FL 32547
(850) 609-5058

This Easement made this 15th day of October 2019

Between HSC Ft Walton Beach, LLC

as Grantor and Okaloosa County, a political subdivision of the state of Florida, as Grantee,

WITNESSETH that the Grantor, 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 Grantee, its successors, and assigns, a perpetual easement and right-of-way for the purpose of

Operation, Maintenance, Repair, Access and Installation of Water & Sewer Utilities
in, upon and through the following described land in Okaloosa County.

LEGAL DESCRIPTION:

Commence at the Northwest corner of lot 6 Block 6 of Oakhill Subdivision as recorded in Okaloosa County, Florida Official Records Plat Book 2, Page 91, said point being on the East Right of Way line of Beal Parkway; thence along said Right of Way along a curve to the left having a radius of 2836.06 feet an arc distance of 76.85 feet (chord bearing S02°59'28"W 76.85 feet); thence departing said curve and right of way S87°55'21"E 29.73 feet to the Point of Beginning; thence continue S87°55'21"E 284.53 feet; thence N27°42'18"E 76.74 feet; thence S03°30'00"E 57.90 feet; thence S27°42'18"W 46.10 feet; thence N87°55'21"W 303.36 feet to a point on a curve to the right having a radius of 2619.38 feet; thence along said curve an arc distance of 30.00 feet (chord bearing N01°58'28"E 30.00 feet) the Point of Beginning.

Contains 10,662 sq. ft., more or less.

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

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

And seal (s) this 8 day of Oct. 2019

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

HSC Ft Walton Beach, LLC

By:

Its Member

Witness Signature (Jennifer Nylander)

Witness Print Name (Jennifer Nylander)

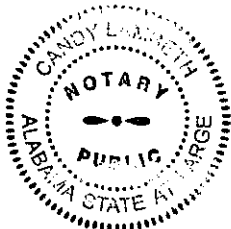
Witness Signature (John Forward)

Witness Print Name (John Forward)

STATE OF Alabama
COUNTY OF Baldwin

SWORN TO and subscribed before me this 8 day of Oct. 2019, by H. Ray Hix Jr. in his capacity as Member of HSC Ft Walton Beach, LLC. Such person(s) (Notary Public must check applicable box):

- [X] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced as identification.



Notary Public Signature (Candy Lambeth)

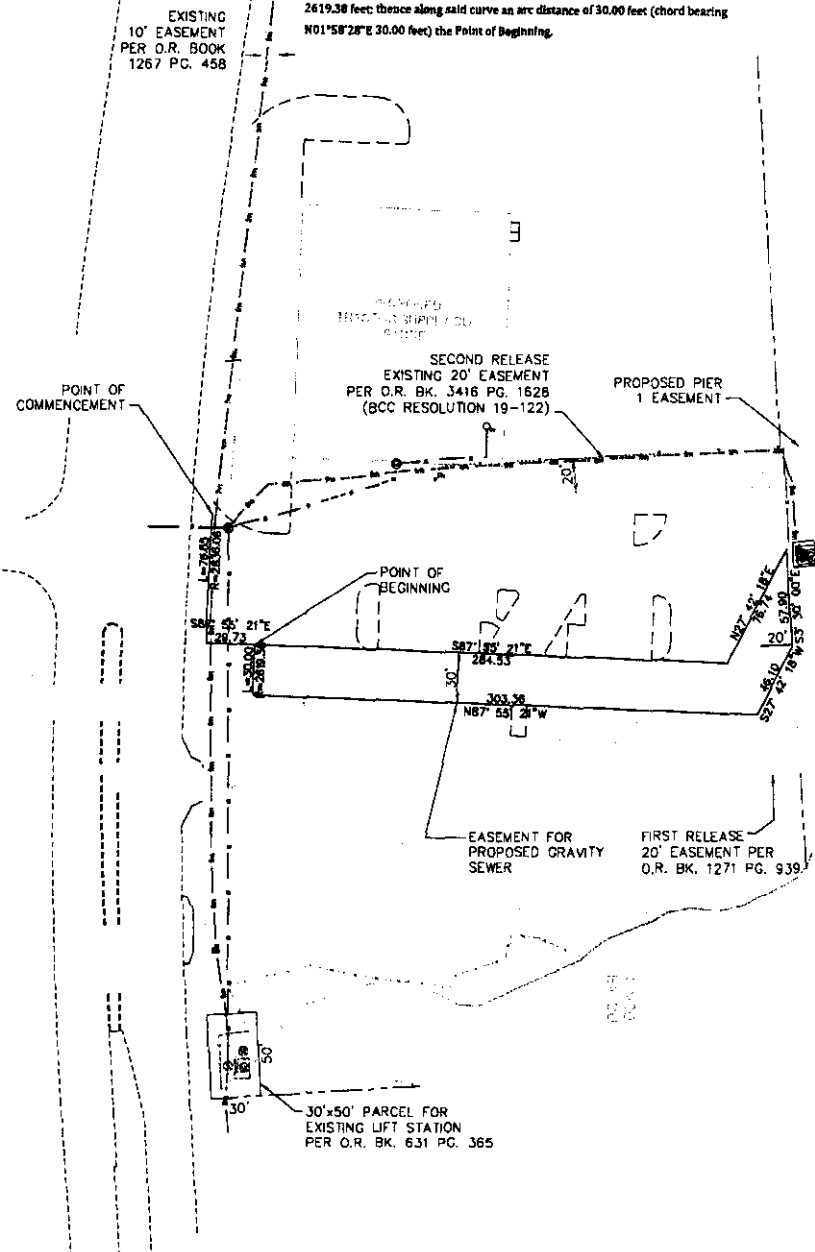
Notary Public
(Printed, Typed or Stamped Name of Notary Public)
Commission No.: NA
My Commission Expires: 6/29/20

# EXHIBIT D

**LEGEND**

PROPOSED GRAVITY SEWER	---	EXISTING 10' EASEMENT	---
PROPOSED 20' EASEMENT	---	EXISTING 20' EASEMENT	---
PROPOSED 30' EASEMENT	---	PROPOSED PIER	---
PROPOSED 40' EASEMENT	---	PROPOSED GRAVITY SEWER	---
PROPOSED 50' EASEMENT	---	PROPOSED 10' EASEMENT	---
PROPOSED 60' EASEMENT	---	PROPOSED 20' EASEMENT	---
PROPOSED 70' EASEMENT	---	PROPOSED 30' EASEMENT	---
PROPOSED 80' EASEMENT	---	PROPOSED 40' EASEMENT	---
PROPOSED 90' EASEMENT	---	PROPOSED 50' EASEMENT	---
PROPOSED 100' EASEMENT	---	PROPOSED 60' EASEMENT	---
PROPOSED 110' EASEMENT	---	PROPOSED 70' EASEMENT	---
PROPOSED 120' EASEMENT	---	PROPOSED 80' EASEMENT	---
PROPOSED 130' EASEMENT	---	PROPOSED 90' EASEMENT	---
PROPOSED 140' EASEMENT	---	PROPOSED 100' EASEMENT	---
PROPOSED 150' EASEMENT	---	PROPOSED 110' EASEMENT	---
PROPOSED 160' EASEMENT	---	PROPOSED 120' EASEMENT	---
PROPOSED 170' EASEMENT	---	PROPOSED 130' EASEMENT	---
PROPOSED 180' EASEMENT	---	PROPOSED 140' EASEMENT	---
PROPOSED 190' EASEMENT	---	PROPOSED 150' EASEMENT	---
PROPOSED 200' EASEMENT	---	PROPOSED 160' EASEMENT	---
PROPOSED 210' EASEMENT	---	PROPOSED 170' EASEMENT	---
PROPOSED 220' EASEMENT	---	PROPOSED 180' EASEMENT	---
PROPOSED 230' EASEMENT	---	PROPOSED 190' EASEMENT	---
PROPOSED 240' EASEMENT	---	PROPOSED 200' EASEMENT	---
PROPOSED 250' EASEMENT	---	PROPOSED 210' EASEMENT	---
PROPOSED 260' EASEMENT	---	PROPOSED 220' EASEMENT	---
PROPOSED 270' EASEMENT	---	PROPOSED 230' EASEMENT	---
PROPOSED 280' EASEMENT	---	PROPOSED 240' EASEMENT	---
PROPOSED 290' EASEMENT	---	PROPOSED 250' EASEMENT	---
PROPOSED 300' EASEMENT	---	PROPOSED 260' EASEMENT	---
PROPOSED 310' EASEMENT	---	PROPOSED 270' EASEMENT	---
PROPOSED 320' EASEMENT	---	PROPOSED 280' EASEMENT	---
PROPOSED 330' EASEMENT	---	PROPOSED 290' EASEMENT	---
PROPOSED 340' EASEMENT	---	PROPOSED 300' EASEMENT	---
PROPOSED 350' EASEMENT	---	PROPOSED 310' EASEMENT	---
PROPOSED 360' EASEMENT	---	PROPOSED 320' EASEMENT	---
PROPOSED 370' EASEMENT	---	PROPOSED 330' EASEMENT	---
PROPOSED 380' EASEMENT	---	PROPOSED 340' EASEMENT	---
PROPOSED 390' EASEMENT	---	PROPOSED 350' EASEMENT	---
PROPOSED 400' EASEMENT	---	PROPOSED 360' EASEMENT	---
PROPOSED 410' EASEMENT	---	PROPOSED 370' EASEMENT	---
PROPOSED 420' EASEMENT	---	PROPOSED 380' EASEMENT	---
PROPOSED 430' EASEMENT	---	PROPOSED 390' EASEMENT	---
PROPOSED 440' EASEMENT	---	PROPOSED 400' EASEMENT	---
PROPOSED 450' EASEMENT	---	PROPOSED 410' EASEMENT	---
PROPOSED 460' EASEMENT	---	PROPOSED 420' EASEMENT	---
PROPOSED 470' EASEMENT	---	PROPOSED 430' EASEMENT	---
PROPOSED 480' EASEMENT	---	PROPOSED 440' EASEMENT	---
PROPOSED 490' EASEMENT	---	PROPOSED 450' EASEMENT	---
PROPOSED 500' EASEMENT	---	PROPOSED 460' EASEMENT	---
PROPOSED 510' EASEMENT	---	PROPOSED 470' EASEMENT	---
PROPOSED 520' EASEMENT	---	PROPOSED 480' EASEMENT	---
PROPOSED 530' EASEMENT	---	PROPOSED 490' EASEMENT	---
PROPOSED 540' EASEMENT	---	PROPOSED 500' EASEMENT	---
PROPOSED 550' EASEMENT	---	PROPOSED 510' EASEMENT	---
PROPOSED 560' EASEMENT	---	PROPOSED 520' EASEMENT	---
PROPOSED 570' EASEMENT	---	PROPOSED 530' EASEMENT	---
PROPOSED 580' EASEMENT	---	PROPOSED 540' EASEMENT	---
PROPOSED 590' EASEMENT	---	PROPOSED 550' EASEMENT	---
PROPOSED 600' EASEMENT	---	PROPOSED 560' EASEMENT	---
PROPOSED 610' EASEMENT	---	PROPOSED 570' EASEMENT	---
PROPOSED 620' EASEMENT	---	PROPOSED 580' EASEMENT	---
PROPOSED 630' EASEMENT	---	PROPOSED 590' EASEMENT	---
PROPOSED 640' EASEMENT	---	PROPOSED 600' EASEMENT	---
PROPOSED 650' EASEMENT	---	PROPOSED 610' EASEMENT	---
PROPOSED 660' EASEMENT	---	PROPOSED 620' EASEMENT	---
PROPOSED 670' EASEMENT	---	PROPOSED 630' EASEMENT	---
PROPOSED 680' EASEMENT	---	PROPOSED 640' EASEMENT	---
PROPOSED 690' EASEMENT	---	PROPOSED 650' EASEMENT	---
PROPOSED 700' EASEMENT	---	PROPOSED 660' EASEMENT	---
PROPOSED 710' EASEMENT	---	PROPOSED 670' EASEMENT	---
PROPOSED 720' EASEMENT	---	PROPOSED 680' EASEMENT	---
PROPOSED 730' EASEMENT	---	PROPOSED 690' EASEMENT	---
PROPOSED 740' EASEMENT	---	PROPOSED 700' EASEMENT	---
PROPOSED 750' EASEMENT	---	PROPOSED 710' EASEMENT	---
PROPOSED 760' EASEMENT	---	PROPOSED 720' EASEMENT	---
PROPOSED 770' EASEMENT	---	PROPOSED 730' EASEMENT	---
PROPOSED 780' EASEMENT	---	PROPOSED 740' EASEMENT	---
PROPOSED 790' EASEMENT	---	PROPOSED 750' EASEMENT	---
PROPOSED 800' EASEMENT	---	PROPOSED 760' EASEMENT	---
PROPOSED 810' EASEMENT	---	PROPOSED 770' EASEMENT	---
PROPOSED 820' EASEMENT	---	PROPOSED 780' EASEMENT	---
PROPOSED 830' EASEMENT	---	PROPOSED 790' EASEMENT	---
PROPOSED 840' EASEMENT	---	PROPOSED 800' EASEMENT	---
PROPOSED 850' EASEMENT	---	PROPOSED 810' EASEMENT	---
PROPOSED 860' EASEMENT	---	PROPOSED 820' EASEMENT	---
PROPOSED 870' EASEMENT	---	PROPOSED 830' EASEMENT	---
PROPOSED 880' EASEMENT	---	PROPOSED 840' EASEMENT	---
PROPOSED 890' EASEMENT	---	PROPOSED 850' EASEMENT	---
PROPOSED 900' EASEMENT	---	PROPOSED 860' EASEMENT	---
PROPOSED 910' EASEMENT	---	PROPOSED 870' EASEMENT	---
PROPOSED 920' EASEMENT	---	PROPOSED 880' EASEMENT	---
PROPOSED 930' EASEMENT	---	PROPOSED 890' EASEMENT	---
PROPOSED 940' EASEMENT	---	PROPOSED 900' EASEMENT	---
PROPOSED 950' EASEMENT	---	PROPOSED 910' EASEMENT	---
PROPOSED 960' EASEMENT	---	PROPOSED 920' EASEMENT	---
PROPOSED 970' EASEMENT	---	PROPOSED 930' EASEMENT	---
PROPOSED 980' EASEMENT	---	PROPOSED 940' EASEMENT	---
PROPOSED 990' EASEMENT	---	PROPOSED 950' EASEMENT	---
PROPOSED 1000' EASEMENT	---	PROPOSED 960' EASEMENT	---

Easement for proposed gravity sewer  
 Commence at the Northwest corner of lot 6 Block 6 of Oakhill Subdivision as recorded in Okaloosa County, Florida Official Records Plat Book 2, Page 91, said point being on the East Right of Way line of Beal Parkway; thence along said Right of Way along a curve to the left having a radius of 2835.06 feet an arc distance of 76.85 feet (chord bearing  $S02^{\circ}59'28''W$  76.85 feet); thence departing said curve and right of way  $S87^{\circ}55'21''E$  29.73 feet to the Point of Beginning; thence continue  $S87^{\circ}55'21''E$  284.53 feet; thence  $N27^{\circ}42'18''E$  76.74 feet; thence  $S03^{\circ}30'00''E$  57.90 feet; thence  $S27^{\circ}42'18''W$  46.10 feet; thence  $N87^{\circ}55'21''W$  303.36 feet to a point on a curve to the right having a radius of 2619.38 feet; thence along said curve an arc distance of 30.00 feet (chord bearing  $N01^{\circ}58'28''E$  30.00 feet) the Point of Beginning.



7025		Okaloosa County Water & Sewer Engineering 1884 Lewis Turner Blvd, Suite 300 Ft. Walton Beach, FL 32547 Phone: (850) 651-7904 Fax: (850) 609-5086	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	DATE	REVISION							TRACTOR SUPPLY COMPANY PARCEL  GRADY WASH EASEMENT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DRAWN: BARRY HALL</td> <td style="width: 50%;">SHEET: 1</td> </tr> <tr> <td>CHECKED BY: J. WILLIAMS</td> <td> </td> </tr> <tr> <td>APPROVED BY: J. KIMMEL</td> <td> </td> </tr> <tr> <td>SPECIAL PURPOSE SURVEY</td> <td> </td> </tr> </table>	DRAWN: BARRY HALL	SHEET: 1	CHECKED BY: J. WILLIAMS		APPROVED BY: J. KIMMEL		SPECIAL PURPOSE SURVEY	
		DATE	REVISION																		
DRAWN: BARRY HALL	SHEET: 1																				
CHECKED BY: J. WILLIAMS																					
APPROVED BY: J. KIMMEL																					
SPECIAL PURPOSE SURVEY																					
																					

EXHIBIT E – TEMPORARY CONSTRUCTION EASEMENT FOR GRAVITY MAIN

STATE OF FLORIDA
COUNTY OF OKALOOSA
Prepared by and return to:
Okaloosa County Water & Sewer
1804 Lewis Turner Blvd., Suite 300
Fort Walton Beach, FL 32547
(850) 609-5058

This Easement made this 15th day of October 2019

Between HSC Ft Walton Beach, LLC

as Grantor and Okaloosa County, a political subdivision of the state of Florida, as Grantee,

WITNESSETH that the Grantor, 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 Grantee, its successors, and assigns, a temporary construction easement and right-of-way for the purpose of

Access and Installation of Water & Sewer Utilities
in, upon and through the following described land in Okaloosa County.

LEGAL DESCRIPTION:

Commence at the Northwest corner of lot 6 Block 6 of Oakhill Subdivision as recorded in Okaloosa County, Florida Official Records Plat Book 2, Page 91, said point being on the East Right of Way line of Beal Parkway; thence along said Right of Way along a curve to the left having a radius of 2836.06 feet an arc distance of 56.85 feet (chord bearing S03°11'35"W 56.85 feet); thence departing said curve and right of way S87°55'21"E 29.61 feet to the Point of Beginning; thence continue S87°55'21"E 271.94 feet; thence N27°42'18"E 97.17 feet; thence S03°30'00"E 135.11 feet; thence S27°42'18"W 25.67 feet; thence N87°55'21"W 315.94 feet to a point on a curve to the right having a radius of 2619.38 feet; thence along said curve an arc distance of 70.00 feet (chord bearing N02°02'00"E 70.00 feet) the Point of Beginning.

Contains 24,895 sq. ft., more or less.

The above mentioned temporary construction easement will become null and void once the new Gravity Main is online.

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

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

And seal (s) this 8 day of Oct. 2019

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

HSC Ft Walton Beach, LLC

By: [Signature]

Its Member

[Signature]
Witness Signature

Jennifer Nylander
Witness Print Name

[Signature]
Witness Signature

John Forward
Witness Print Name

STATE OF Alabama
COUNTY OF Baldwin

SWORN TO and subscribed before me this 8 day of Oct, 2019, by H. Ray Hix, Jr. in his capacity as Member of HSC Ft Walton Beach, LLC. Such person(s)

(Notary Public must check applicable box):

- [X] is/are personally known to me.
[] produced a current driver license(s).
[] produced as identification.

(NOTARY PUBLIC SEAL)

[Signature]
Notary Public

Candy Lambeth
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: NA

My Commission Expires: 6/24/20



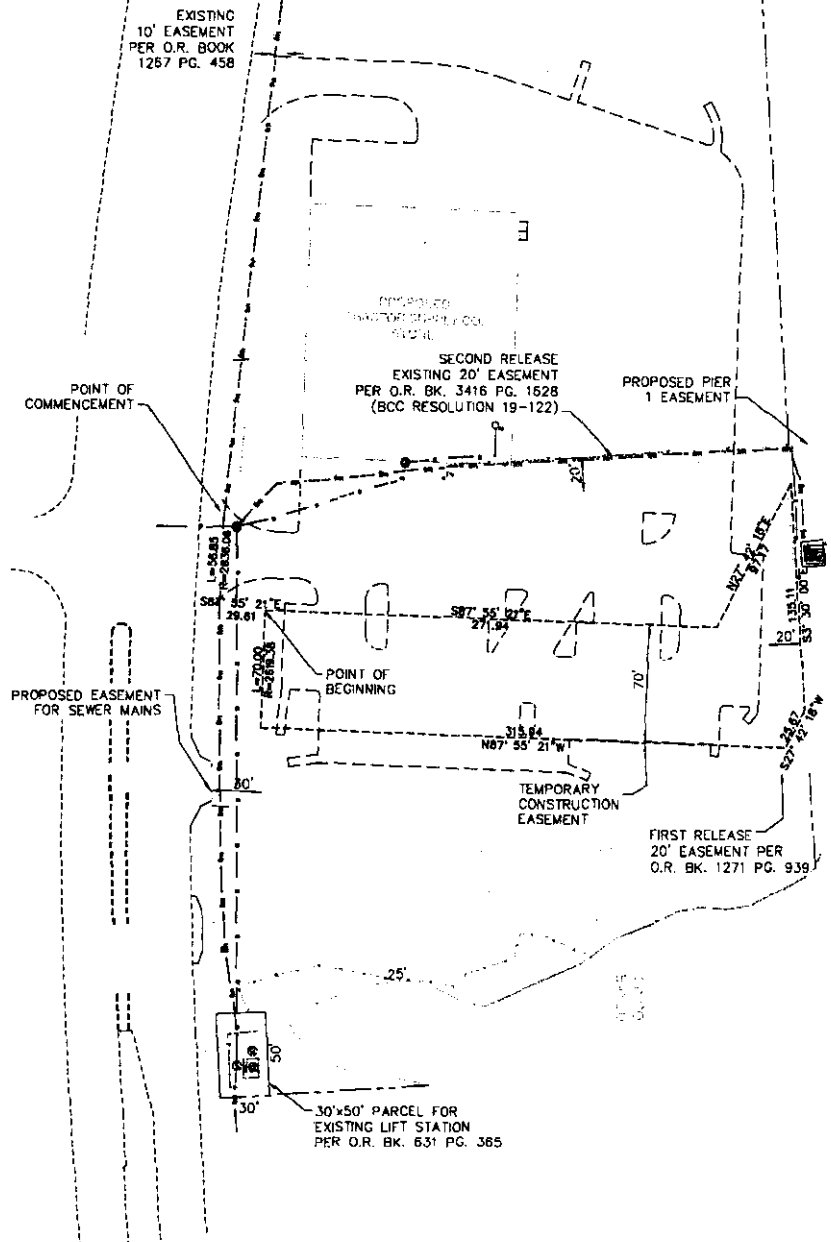


# EXHIBIT E

**LEGEND**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>1. 1/4" = 1' (Scale)</li> <li>2. 1/4" = 1' (Scale)</li> <li>3. 1/4" = 1' (Scale)</li> <li>4. 1/4" = 1' (Scale)</li> <li>5. 1/4" = 1' (Scale)</li> <li>6. 1/4" = 1' (Scale)</li> <li>7. 1/4" = 1' (Scale)</li> <li>8. 1/4" = 1' (Scale)</li> <li>9. 1/4" = 1' (Scale)</li> <li>10. 1/4" = 1' (Scale)</li> <li>11. 1/4" = 1' (Scale)</li> <li>12. 1/4" = 1' (Scale)</li> <li>13. 1/4" = 1' (Scale)</li> <li>14. 1/4" = 1' (Scale)</li> <li>15. 1/4" = 1' (Scale)</li> <li>16. 1/4" = 1' (Scale)</li> <li>17. 1/4" = 1' (Scale)</li> <li>18. 1/4" = 1' (Scale)</li> <li>19. 1/4" = 1' (Scale)</li> <li>20. 1/4" = 1' (Scale)</li> <li>21. 1/4" = 1' (Scale)</li> <li>22. 1/4" = 1' (Scale)</li> <li>23. 1/4" = 1' (Scale)</li> <li>24. 1/4" = 1' (Scale)</li> <li>25. 1/4" = 1' (Scale)</li> <li>26. 1/4" = 1' (Scale)</li> <li>27. 1/4" = 1' (Scale)</li> <li>28. 1/4" = 1' (Scale)</li> <li>29. 1/4" = 1' (Scale)</li> <li>30. 1/4" = 1' (Scale)</li> <li>31. 1/4" = 1' (Scale)</li> <li>32. 1/4" = 1' (Scale)</li> <li>33. 1/4" = 1' (Scale)</li> <li>34. 1/4" = 1' (Scale)</li> <li>35. 1/4" = 1' (Scale)</li> <li>36. 1/4" = 1' (Scale)</li> <li>37. 1/4" = 1' (Scale)</li> <li>38. 1/4" = 1' (Scale)</li> <li>39. 1/4" = 1' (Scale)</li> <li>40. 1/4" = 1' (Scale)</li> <li>41. 1/4" = 1' (Scale)</li> <li>42. 1/4" = 1' (Scale)</li> <li>43. 1/4" = 1' (Scale)</li> <li>44. 1/4" = 1' (Scale)</li> <li>45. 1/4" = 1' (Scale)</li> <li>46. 1/4" = 1' (Scale)</li> <li>47. 1/4" = 1' (Scale)</li> <li>48. 1/4" = 1' (Scale)</li> <li>49. 1/4" = 1' (Scale)</li> <li>50. 1/4" = 1' (Scale)</li> <li>51. 1/4" = 1' (Scale)</li> <li>52. 1/4" = 1' (Scale)</li> <li>53. 1/4" = 1' (Scale)</li> <li>54. 1/4" = 1' (Scale)</li> <li>55. 1/4" = 1' (Scale)</li> <li>56. 1/4" = 1' (Scale)</li> <li>57. 1/4" = 1' (Scale)</li> <li>58. 1/4" = 1' (Scale)</li> <li>59. 1/4" = 1' (Scale)</li> <li>60. 1/4" = 1' (Scale)</li> <li>61. 1/4" = 1' (Scale)</li> <li>62. 1/4" = 1' (Scale)</li> <li>63. 1/4" = 1' (Scale)</li> <li>64. 1/4" = 1' (Scale)</li> <li>65. 1/4" = 1' (Scale)</li> <li>66. 1/4" = 1' (Scale)</li> <li>67. 1/4" = 1' (Scale)</li> <li>68. 1/4" = 1' (Scale)</li> <li>69. 1/4" = 1' (Scale)</li> <li>70. 1/4" = 1' (Scale)</li> <li>71. 1/4" = 1' (Scale)</li> <li>72. 1/4" = 1' (Scale)</li> <li>73. 1/4" = 1' (Scale)</li> <li>74. 1/4" = 1' (Scale)</li> <li>75. 1/4" = 1' (Scale)</li> <li>76. 1/4" = 1' (Scale)</li> <li>77. 1/4" = 1' (Scale)</li> <li>78. 1/4" = 1' (Scale)</li> <li>79. 1/4" = 1' (Scale)</li> <li>80. 1/4" = 1' (Scale)</li> <li>81. 1/4" = 1' (Scale)</li> <li>82. 1/4" = 1' (Scale)</li> <li>83. 1/4" = 1' (Scale)</li> <li>84. 1/4" = 1' (Scale)</li> <li>85. 1/4" = 1' (Scale)</li> <li>86. 1/4" = 1' (Scale)</li> <li>87. 1/4" = 1' (Scale)</li> <li>88. 1/4" = 1' (Scale)</li> <li>89. 1/4" = 1' (Scale)</li> <li>90. 1/4" = 1' (Scale)</li> <li>91. 1/4" = 1' (Scale)</li> <li>92. 1/4" = 1' (Scale)</li> <li>93. 1/4" = 1' (Scale)</li> <li>94. 1/4" = 1' (Scale)</li> <li>95. 1/4" = 1' (Scale)</li> <li>96. 1/4" = 1' (Scale)</li> <li>97. 1/4" = 1' (Scale)</li> <li>98. 1/4" = 1' (Scale)</li> <li>99. 1/4" = 1' (Scale)</li> <li>100. 1/4" = 1' (Scale)</li> </ul> | <ul style="list-style-type: none"> <li>1. 1/4" = 1' (Scale)</li> <li>2. 1/4" = 1' (Scale)</li> <li>3. 1/4" = 1' (Scale)</li> <li>4. 1/4" = 1' (Scale)</li> <li>5. 1/4" = 1' (Scale)</li> <li>6. 1/4" = 1' (Scale)</li> <li>7. 1/4" = 1' (Scale)</li> <li>8. 1/4" = 1' (Scale)</li> <li>9. 1/4" = 1' (Scale)</li> <li>10. 1/4" = 1' (Scale)</li> <li>11. 1/4" = 1' (Scale)</li> <li>12. 1/4" = 1' (Scale)</li> <li>13. 1/4" = 1' (Scale)</li> <li>14. 1/4" = 1' (Scale)</li> <li>15. 1/4" = 1' (Scale)</li> <li>16. 1/4" = 1' (Scale)</li> <li>17. 1/4" = 1' (Scale)</li> <li>18. 1/4" = 1' (Scale)</li> <li>19. 1/4" = 1' (Scale)</li> <li>20. 1/4" = 1' (Scale)</li> <li>21. 1/4" = 1' (Scale)</li> <li>22. 1/4" = 1' (Scale)</li> <li>23. 1/4" = 1' (Scale)</li> <li>24. 1/4" = 1' (Scale)</li> <li>25. 1/4" = 1' (Scale)</li> <li>26. 1/4" = 1' (Scale)</li> <li>27. 1/4" = 1' 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(Scale)</li> <li>60. 1/4" = 1' (Scale)</li> <li>61. 1/4" = 1' (Scale)</li> <li>62. 1/4" = 1' (Scale)</li> <li>63. 1/4" = 1' (Scale)</li> <li>64. 1/4" = 1' (Scale)</li> <li>65. 1/4" = 1' (Scale)</li> <li>66. 1/4" = 1' (Scale)</li> <li>67. 1/4" = 1' (Scale)</li> <li>68. 1/4" = 1' (Scale)</li> <li>69. 1/4" = 1' (Scale)</li> <li>70. 1/4" = 1' (Scale)</li> <li>71. 1/4" = 1' (Scale)</li> <li>72. 1/4" = 1' (Scale)</li> <li>73. 1/4" = 1' (Scale)</li> <li>74. 1/4" = 1' (Scale)</li> <li>75. 1/4" = 1' (Scale)</li> <li>76. 1/4" = 1' (Scale)</li> <li>77. 1/4" = 1' (Scale)</li> <li>78. 1/4" = 1' (Scale)</li> <li>79. 1/4" = 1' (Scale)</li> <li>80. 1/4" = 1' (Scale)</li> <li>81. 1/4" = 1' (Scale)</li> <li>82. 1/4" = 1' (Scale)</li> <li>83. 1/4" = 1' (Scale)</li> <li>84. 1/4" = 1' (Scale)</li> <li>85. 1/4" = 1' (Scale)</li> <li>86. 1/4" = 1' (Scale)</li> <li>87. 1/4" = 1' (Scale)</li> <li>88. 1/4" = 1' (Scale)</li> <li>89. 1/4" = 1' (Scale)</li> <li>90. 1/4" = 1' (Scale)</li> <li>91. 1/4" = 1' 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**Temporary Construction Easement**  
 Commence at the Northwest corner of lot 6 Block 6 of Oakhill Subdivision as recorded in Okaloosa County, Florida Official Records Plat Book 2, Page 91, said point being on the East Right of Way line of Beal Parkway; thence along said Right of Way along a curve to the left having a radius of 2836.06 feet an arc distance of 56.85 feet (chord bearing  $503^{\circ}11'35''$ W 56.85 feet); thence departing said curve and right of way  $587^{\circ}55'21''$ E 29.61 feet to the Point of Beginning; thence continue  $587^{\circ}55'21''$ E 271.94 feet; thence  $N27^{\circ}42'18''$ E 97.17 feet; thence  $S03^{\circ}30'00''$ B 135.11 feet; thence  $S27^{\circ}42'18''$ W 25.67 feet; thence  $N87^{\circ}55'21''$ W 315.94 feet to a point on a curve to the right having a radius of 2619.38 feet; thence along said curve an arc distance of 70.00 feet (chord bearing  $N02^{\circ}02'00''$ E 70.00 feet) the Point of Beginning. Contains 24,895 sq. ft., more or less.



	<p>Okaloosa County          Water &amp; Sewer Engineering          1804 Lewis Turner Blvd., Suite 303          Ft. Walton Beach, FL 32547          Phone: (850) 651-7504          Fax: (850) 659-5280</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>REVISION</th> <th>DATE</th> <th>BY</th> <th>FOR</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	REVISION	DATE	BY	FOR																	<p>TRACTOR SUPPLY COMPANY PARCEL</p> <p>TEMPORARY CONSTRUCTION EASEMENT FOR SEWER MAIN</p>	<p>BRANDI BARR HALL</p> <p>CHECKED BY: J WILLIAMS</p> <p>APPROVED BY: J KARAN</p> <p>SPECIAL PURPOSE SURVEY</p>	<p>SHEET 1</p>
	REVISION	DATE	BY	FOR																					
<p>1/2" = 1'</p>																									

EXHIBIT F - LIFT STATION EASEMENT

STATE OF FLORIDA
COUNTY OF OKALOOSA
Prepared by and return to:
Okaloosa County Water & Sewer
1804 Lewis Turner Blvd., Suite 300
Fort Walton Beach, FL 32547
(850) 609-5058

This Easement made this 15th day of October 2019

Between HSC Ft Walton Beach, LLC

as Grantor and Okaloosa County, a political subdivision of the state of Florida, as Grantee,

WITNESSETH that the Grantor, 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 Grantee, its successors, and assigns, a perpetual easement and right-of-way for the purpose of

Operation, Maintenance, Repair, Access and Installation of Water & Sewer Utilities
in, upon and through the following described land in Okaloosa County.

LEGAL DESCRIPTION:

Commence at the Northwest corner of lot 6 Block 6 of Oakhill Subdivision as recorded in Okaloosa County, Florida Official Records Plat Book 2, Page 91, said point being on the East Right of Way line of Beal Parkway; thence along said Right of Way along a curve to the left having a radius of 2836.06 feet an arc distance of 174.37 feet (chord bearing S02°00'21"W 174.34 feet); thence departing said curve and right of way S87°55'21"E 10.00 feet to the Point of Beginning; thence continue S87°55'21"E 85.00 feet to a point on a curve to the left having a radius of 3954.80 feet; thence along said curve an arc distance of 100.00 feet (chord bearing S00°46'15"E 100.00 feet); thence departing said curve N88°00'25"W 85.00 feet to a point on a curve to the right having a radius of 2971.60 feet; thence along said curve 100.13 feet (chord bearing N00°46'03"W 100.12 feet) to the Point of Beginning. Contains 8500 sq. ft., more or less.

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

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

And seal (s) this 8 day of Oct 2019

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

HSC Ft Walton Beach, LLC

By:

Its Member

Jennifer Nylander
Witness Signature

Jennifer Nylander
Witness Print Name

John Forward
Witness Signature

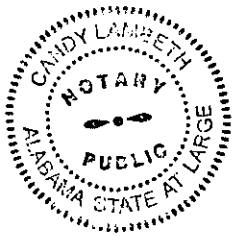
John Forward
Witness Print Name

STATE OF Alabama
COUNTY OF Baldwin

SWORN TO and subscribed before me this 8 day of Oct 2019, by H. Ray Hix, Jr. in his capacity as Member of HSC Ft Walton Beach, LLC. Such person(s) (Notary Public must check applicable box):

- [X] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced as identification.

(NOTARY PUBLIC SEAL)



Candy Lambeth
Notary Public

(Printed, Typed or Stamped Name of Notary Public

Commission No.: N/A

My Commission Expires: 6/24/20

**LEGEND**

	10' EASEMENT
	20' EASEMENT
	25' EASEMENT
	100'x85' EASEMENT
	30'x50' PARCEL
	PROPOSED PIER 1 EASEMENT
	PROPOSED 25' TEMPORARY CONSTRUCTION EASEMENT
	POINT OF COMMENCEMENT
	POINT OF BEGINNING
	BEARING AND DISTANCE
	CURVE DATA
	PROPERTY BOUNDARY
	RIGHT OF WAY
	BEAL PARKWAY
	LOT BOUNDARY
	DASHED LINE
	SOLID LINE
	DOTTED LINE
	PROPOSED LIFT STATION

# EXHIBITS F & G

**Lift Station Easement**

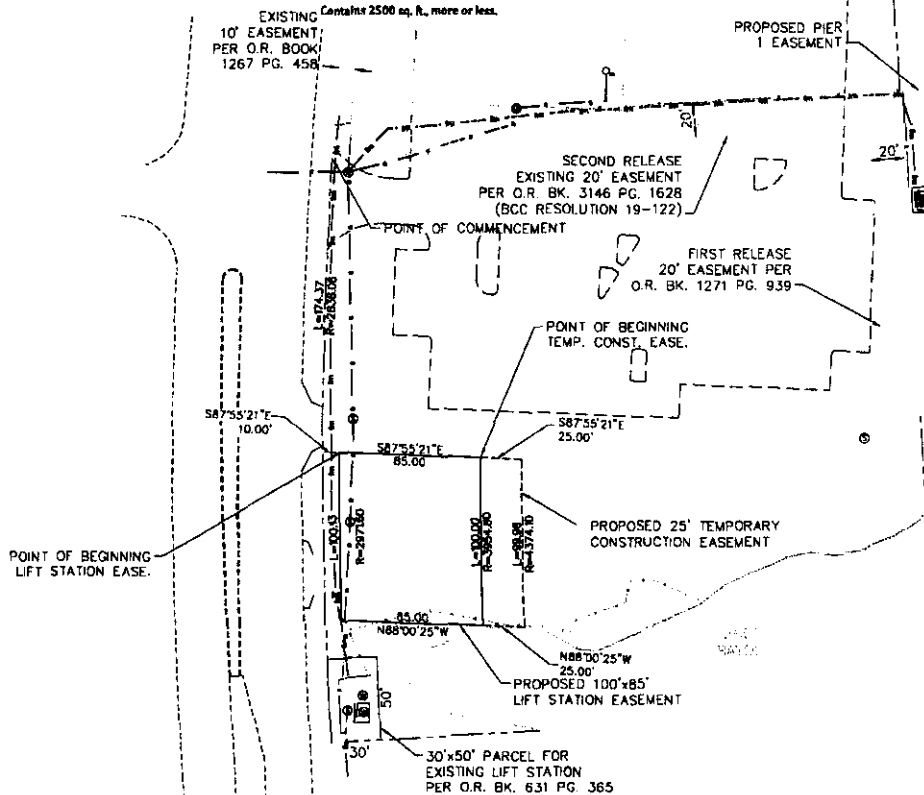
Commence at the Northwest corner of lot 6 Block 6 of Dakhil Subdivision as recorded in Okaloosa County, Florida Official Records Plat Book 2, Page 91, said point being on the East Right of Way line of Beal Parkway; thence along said Right of Way along a curve to the left having a radius of 2836.06 feet an arc distance of 174.37 feet (chord bearing  $S02^{\circ}00'21''W$  174.34 feet); thence departing said curve and right of way  $S87^{\circ}55'21''E$  10.00 feet to the Point of Beginning; thence continue  $S87^{\circ}55'21''E$  85.00 feet to a point on a curve to the left having a radius of 3954.80 feet; thence along said curve an arc distance of 100.00 feet (chord bearing  $S00^{\circ}46'15''E$  100.00 feet); thence departing said curve  $N88^{\circ}00'25''W$  85.00 feet to a point on a curve to the right having a radius of 2971.60 feet; thence along said curve 100.13 feet (chord bearing  $N00^{\circ}46'03''W$  100.12 feet) to the Point of Beginning.

Contains 8500 sq. ft., more or less.

**Temporary Construction Easement**

Commence at the Northwest corner of lot 6 Block 6 of Dakhil Subdivision as recorded in Okaloosa County, Florida Official Records Plat Book 2, Page 91, said point being on the East Right of Way line of Beal Parkway; thence along said Right of Way along a curve to the left having a radius of 2836.06 feet an arc distance of 174.37 feet (chord bearing  $S02^{\circ}00'21''W$  174.34 feet); thence departing said curve and right of way  $S87^{\circ}55'21''E$  95.00 feet to the Point of Beginning; thence continue  $S87^{\circ}55'21''E$  25.00 feet to a point on a curve to the left having a radius of 4374.10 feet; thence along said curve a distance of 99.96 feet (chord bearing  $S00^{\circ}46'19''E$  99.96 feet); thence departing said curve  $N88^{\circ}00'25''W$  25.00 feet to a point on a curve to the right having a radius of 3954.80 feet; thence along said curve a distance of 100.00 feet (chord bearing  $N00^{\circ}46'15''W$  100.00 feet) to the Point of Beginning.

Contains 2500 sq. ft., more or less.



 Okaloosa County Water & Sewer Engineering 1804 Lewis Turner Blvd, Suite 300 Ft. Walton Beach, FL 32547 Phone: (850) 451-7504 Fax: (850) 469-5090	SHEET NO. OF SHEETS _____ OF _____	DATE _____	DRAWN BY _____	CHECKED BY _____	DESIGNED BY _____	
	PROJECT NO. _____	PROJECT NAME _____	PROJECT LOCATION _____	PROJECT OWNER _____	PROJECT ENGINEER _____	PROJECT DATE _____
	PROJECT DESCRIPTION _____	PROJECT STATUS _____	PROJECT PHASE _____	PROJECT BUDGET _____	PROJECT COST _____	PROJECT PROFIT _____

**EXHIBIT G – TEMPORARY CONSTRUCTION EASEMENT FOR LIFT STATION**

STATE OF FLORIDA  
COUNTY OF OKALOOSA

Prepared by and return to:  
Okaloosa County Water & Sewer  
1804 Lewis Turner Blvd., Suite 300  
Fort Walton Beach, FL 32547  
(850) 609-5058

This Easement made this 15th day of October 2019

Between HSC Ft Walton Beach, LLC

as Grantor and Okaloosa County, a political subdivision of the state of Florida, as Grantee,

WITNESSETH that the Grantor, 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 Grantee, its successors, and assigns, a temporary construction easement and right-of-way for the purpose of

Access and Installation of Water & Sewer Utilities

in, upon and through the following described land in Okaloosa County: in exchange for the utility easement, Okaloosa County agrees to repair all areas disturbed during construction and return the surface to the original existing conditions and dimensions.

LEGAL DESCRIPTION:

Commence at the Northwest corner of lot 6 Block 6 of Oakhill Subdivision as recorded in Okaloosa County, Florida Official Records Plat Book 2, Page 91, said point being on the East Right of Way line of Beal Parkway; thence along said Right of Way along a curve to the left having a radius of 2836.06 feet an arc distance of 174.37 feet (chord bearing S02°00'21"W 174.34 feet); thence departing said curve and right of way S87°55'21"E 95.00 feet to the Point of Beginning; thence continue S87°55'21"E 25.00 feet to a point on a curve to the left having a radius of 4374.10 feet; thence along said curve a distance of 99.96 feet (chord bearing S00°46'19"E 99.96 feet); thence departing said curve N88°00'25"W 25.00 feet to a point on a curve to the right having a radius of 3954.80 feet; thence along said curve a distance of 100.00 feet (chord bearing N00°46'15"W 100.00 feet) to the Point of Beginning. Contains 2500 sq. ft., more or less.

The above mentioned temporary construction easement will become null and void once the new Gravity Main is online.

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

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

And seal (s) this 8 day of Oct 2019

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

HSC Ft Walton Beach, LLC

By: H. Katta

Its Member

Jennifer Mylander  
Witness Signature

Jennifer Mylander  
Witness Print Name

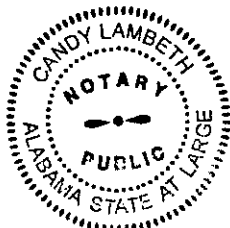
John Forward  
Witness Signature

John Forward  
Witness Print Name

STATE OF Alabama  
COUNTY OF  Baldwin

SWORN TO and subscribed before me this 8 day of Oct. 2019, by H. Ray Hix, Jr. in his capacity as Member of HSC Ft Walton Beach, 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)

Candy Lambeth  
Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: NA

My Commission Expires: 6/29/20

# EXHIBITS F & G

## LEGEND

- 10' EASEMENT
- 20' EASEMENT
- 25' EASEMENT
- 100'x85' LIFT STATION EASEMENT
- 30'x50' PARCEL FOR EXISTING LIFT STATION
- PROPOSED 25' TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED PIER 1 EASEMENT
- EXISTING 10' EASEMENT PER O.R. BOOK 1267 PG. 458
- EXISTING 20' EASEMENT PER O.R. BK. 3146 PG. 1628 (BCC RESOLUTION 19-122)
- EXISTING 20' EASEMENT PER O.R. BK. 1271 PG. 939
- 30'x50' PARCEL FOR EXISTING LIFT STATION PER O.R. BK. 631 PG. 365
- 10' EASEMENT
- 20' EASEMENT
- 25' EASEMENT
- 100'x85' LIFT STATION EASEMENT
- 30'x50' PARCEL FOR EXISTING LIFT STATION
- PROPOSED 25' TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED PIER 1 EASEMENT
- EXISTING 10' EASEMENT PER O.R. BOOK 1267 PG. 458
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- 30'x50' PARCEL FOR EXISTING LIFT STATION PER O.R. BK. 631 PG. 365

### Lift Station Easement

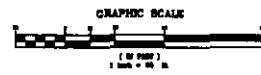
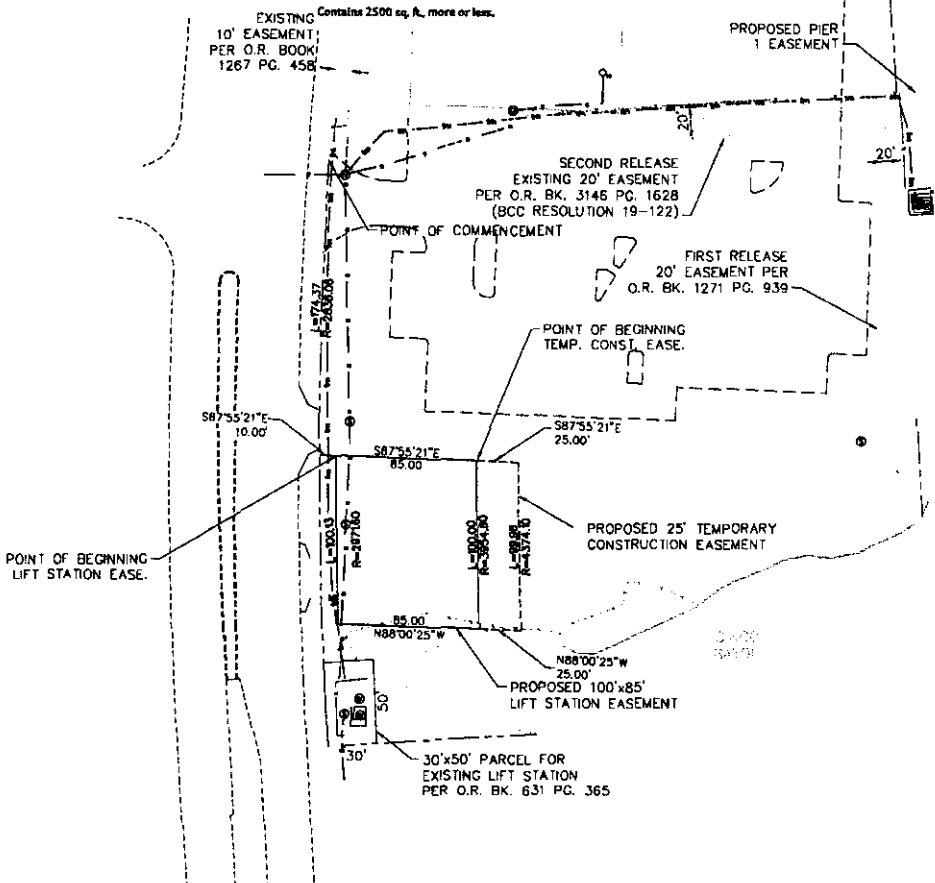
Commence at the Northwest corner of lot 6 Block 6 of Oakhill Subdivision as recorded in Okaloosa County, Florida Official Records Plat Book 2, Page 91, said point being on the East Right of Way line of Beal Parkway; thence along said Right of Way along a curve to the left having a radius of 2836.06 feet an arc distance of 174.37 feet (chord bearing  $502^{\circ}00'21''$ W 174.34 feet); thence departing said curve and right of way  $587^{\circ}55'21''$ E 10.00 feet to the Point of Beginning; thence continue  $587^{\circ}55'21''$ E 85.00 feet to a point on a curve to the left having a radius of 3954.80 feet; thence along said curve an arc distance of 100.00 feet (chord bearing  $500^{\circ}46'15''$ E 100.00 feet); thence departing said curve  $N88^{\circ}00'25''$ W 85.00 feet to a point on a curve to the right having a radius of 2971.60 feet; thence along said curve 100.13 feet (chord bearing  $N00^{\circ}46'03''$ W 100.12 feet) to the Point of Beginning.

Contains 8500 sq. ft., more or less.

### Temporary Construction Easement

Commence at the Northwest corner of lot 6 Block 6 of Oakhill Subdivision as recorded in Okaloosa County, Florida Official Records Plat Book 2, Page 91, said point being on the East Right of Way line of Beal Parkway; thence along said Right of Way along a curve to the left having a radius of 2836.06 feet an arc distance of 174.37 feet (chord bearing  $502^{\circ}00'21''$ W 174.34 feet); thence departing said curve and right of way  $587^{\circ}55'21''$ E 95.00 feet to the Point of Beginning; thence continue  $587^{\circ}55'21''$ E 25.00 feet to a point on a curve to the left having a radius of 4374.10 feet; thence along said curve a distance of 99.96 feet (chord bearing  $500^{\circ}46'19''$ E 99.96 feet); thence departing said curve  $N88^{\circ}00'25''$ W 25.00 feet to a point on a curve to the right having a radius of 3954.80 feet; thence along said curve a distance of 100.00 feet (chord bearing  $N00^{\circ}46'15''$ W 100.00 feet) to the Point of Beginning.

Contains 2500 sq. ft., more or less.



<p>Okaloosa County Water &amp; Sewer Engineering 1804 Lewis Terrace Blvd, Suite 300 P. Walton Beach, FL 32547 Phone: (850) 651-7904 Fax: (850) 659-5004</p>	<p>DATE: 08/27/17</p>	<p>PROJECT: LIFT STATION EASEMENT &amp; TEMPORARY CONSTRUCTION EASEMENT FOR LIFT STATION</p>	<p>DRAWN BY: J. WILLIAMS</p>	<p>CHECKED BY: J. WILLIAMS</p>	<p>SHEET: 1</p>
	<p>DATE: 08/27/17</p>	<p>PROJECT: LIFT STATION EASEMENT &amp; TEMPORARY CONSTRUCTION EASEMENT FOR LIFT STATION</p>	<p>DRAWN BY: J. WILLIAMS</p>	<p>CHECKED BY: J. WILLIAMS</p>	<p>SPECIAL PURPOSE SURVEY</p>

**EXHIBIT H  
FIRST RELEASE**

**FORM OF RELEASE OF EASEMENT**

This **RELEASE OF EASEMENT** (the "Release") is made this \_\_\_\_\_ day of \_\_\_\_\_, 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 HSC Ft Walton Beach, 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 1271, Page 939 on December 4, 1984 (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 has been replaced by other another easement, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

[SIGNATURE PAGES FOLLOW]

**NOTE: EXHIBIT ONLY – DO NOT EXECUTE**



Approved as to form:

**OKALOOSA COUNTY, FLORIDA**

---

Lynn M. Hoshihara  
County Attorney

---

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

ATTEST:

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J.D. Peacock II  
Clerk of the Circuit Court

**NOTE: EXHIBIT ONLY – DO NOT EXECUTE**

**PROPERTY OWNER**

HSC Ft Walton Beach, LLC

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

\_\_\_\_\_  
Its Member

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Print Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ in his capacity as Member of HSC Ft Walton Beach, 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)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of Notary Public

Commission No.: \_\_\_\_\_

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

**NOTE: EXHIBIT ONLY – DO NOT EXECUTE**

EASEMENT

STATE OF FLORIDA  
COUNTY OF OKALOOSA

\*\* OFFICIAL RECORDS \*\*  
BK 1271 PG 939

This Easement made this 3<sup>rd</sup> day of December, 1984,  
between Liamp Shehan and wife Beatrice Shehan  
as the party of the First part and Okaloosa County Board of Commissioners  
as the party of the Second part. Okaloosa County Courthouse, Crestview, FL 32536

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 \_\_\_\_\_

\_\_\_\_\_ in, upon  
and through the following described land in Okaloosa County, Florida,  
to-wit:

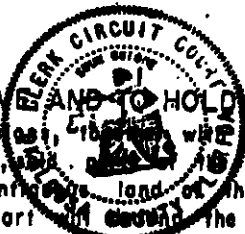
A parcel of land 20.00 ft. wide lying 10.00 feet each side of the  
following described center-line.

Commence at the North East corner of Lot 10, Block 6, of Oakhill  
Subdivision. Thence S-86°-30' West a distance of 10.00 feet to  
point of beginning; Thence South 3°-30' east a distance of 162.81  
feet to a point, Thence South 75°-21' west a distance of 63.39 feet  
to end of center line and easement. Lying and being in Section 10,  
T-2-S, R-24 west, Okaloosa County, Florida.

Okaloosa County agrees to grant one Sewer and one Water Tap for  
above easement.

FLORIDA DOCUMENTARY STAMP TAX REQUIRED  
BY LAW IN THE AMOUNT OF \$ 15 HAS  
BEEN PAID. NEWMAN C. BRACKIN, CLERK  
OKALOOSA COUNTY.  
BY Pauline Williams DC

This instrument prepared by Okaloosa County by Water and Sewer System  
10 First Street, Ft. Walton Beach, FL 32548



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

IN WITNESS WHEREOF the First party has hereunto set  
hand(s) and seal(s) this 3<sup>rd</sup> day of December, 1984.

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF

Liamp Shehan

Beatrice Shehan

Pauline Williams

Pauline Williams

FILE# 788769  
OKALOOSA COUNTY, FLORIDA

RCR: DEC 4 1984 @ 2:25 PM  
NEWMAN C BRACKIN, CLERK

Before the undersigned officer duly authorized in the state and  
county aforesaid to take acknowledgements personally appeared \_\_\_\_\_  
to me known to be  
the person described in and who executed the same.

WITNESS my hand and official seal in said County and State  
this the 3<sup>rd</sup> day of December, 1984.

Notary Public, State of Florida at Large  
My Commission Expires July 12, 2007  
Bonded By Long Insurance Agency, Inc



H.M. Adkinson

NOTARY PUBLIC  
H.M. Adkinson

**EXHIBIT I  
SECOND RELEASE**

**FORM OF RELEASE OF EASEMENT**

This **RELEASE OF EASEMENT** (the "Release") is made this \_\_\_\_\_ day of \_\_\_\_\_, 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 HSC Ft Walton Beach, 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 3416, Page 1628 on August 29, 2019 (the "Easement"), a copy of which is attached hereto as Exhibit A and is incorporated and made a part hereof. The Easement is a vacated 20 foot wide platted alleyway to all licensed utility companies (of which the County is one) for the purpose of locating and maintaining public utilities; 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 has been replaced by other another easement, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

[SIGNATURE PAGES FOLLOW]

**NOTE: EXHIBIT ONLY – DO NOT EXECUTE**

Approved as to form:

**OKALOOSA COUNTY, FLORIDA**

\_\_\_\_\_  
Lynn M. Hoshihara  
County Attorney

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

ATTEST:

\_\_\_\_\_  
J.D. Peacock II  
Clerk of the Circuit Court

**NOTE: EXHIBIT ONLY – DO NOT EXECUTE**

**PROPERTY OWNER**

HSC Ft Walton Beach, LLC

By: \_\_\_\_\_  
\_\_\_\_\_ Its Member

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Print Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Print Name

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

SWORN TO and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ in his capacity as Member of HSC Ft Walton Beach, 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)

\_\_\_\_\_  
Notary Public

(Printed, Typed or Stamped Name of Notary Public

Commission No.: \_\_\_\_\_

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

**NOTE: EXHIBIT ONLY – DO NOT EXECUTE**



DEPUTY CLERK ASECRIST

JD PEACOCK II CLERK OF COURTS, OKALOOSA COUNTY, FLORIDA

**RESOLUTION 19- 122**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, VACATING THE PLATTED 20.00 FOOT ALLEYWAY LYING BETWEEN THE SOUTH LINE OF LOT 5 AND THE NORTH LINE OF LOTS 6 THROUGH 10, BLOCK 6, OAKHILL SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 91, LYING IN SECTION 3 AND 4, T-2-S, R-24-W, OKALOOSA COUNTY, FLORIDA; PURSUANT TO SECTION 177.101, FLORIDA STATUTES; THE REQUEST TO VACATE IS WITHOUT STIPULATION IF ANY UTILITY SERVICES EXIST THEY WILL BE RELOCATED AT THE SOLE EXPENSE OF THE LANDOWNER; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of County Commissioners has determined the need to vacate the platted right-of-way, all adjacent property to said alleyway is presently owned by Haymes Snedeker, managing member of HSC Fort Walton, LLC; and

WHEREAS, the particular area sought to be vacated consists of the 20 foot wide by the mean average length of 341 feet of the platted county right-of-way known as an unnamed alleyway lying between the South line of Lot 5 and the North line of Lots 6 through 10, Block 6, Oakhill Subdivision as recorded in Plat Book 2, Page 91 of the Official Records of Okaloosa County and lying in Section 3 and 4, Township 2 South, Range 24 West, Okaloosa County Florida; and

WHEREAS, all owners of property adjoining the area sought to be vacated, if any exist, have been contacted and made aware of the petition to vacate, and none have objected; and

WHEREAS, vacation of the right-of-way within the requested area will not result in an impairment of ingress to and egress from their property by adjoining property owners; and

WHEREAS, it appears that the vacation of the portion of the unnamed alleyway as described above is in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Okaloosa County, Florida, as follows:

1. The petition of the above named party to vacate property described below is hereby granted without limitation, and any and all licensed utility companies, their successors, and assigns a utility easement on the entire width and length of the vacated 20 feet by 341 feet of right-of-way hereby for the purpose of locating and maintaining public utility purposes. If any development occurs within the unnamed alleyway of the vacated right-of-way, Petitioner, and or its successors, will facilitate the relocation of any and all existing utilities upon development of said parcel of property, at its sole expense

- 2. Subject to the above conditions, the following described property shall be vacated as right-of-way of the County.


The 20 foot wide platted right-of-way lying between the south line of Lot 5 and the North line of Lots 6 through 10, Block 6, Oakhill Subdivision according to the plat thereof, as recorded in Plat Book 2, Page 91 Public Records of Okaloosa County, Florida and lying in Section 3 and 4, T-2-S, R-24-W Okaloosa County, Florida.

**SECTION 3.** This Resolution shall take effect immediately upon adoption and execution.

**DULY PASSED AND ADOPTED** in the regular session this 20<sup>TH</sup> day of August, 2019.

  
\_\_\_\_\_  
CHARLES K. WINDES, JR, CHAIRMAN OF  
BOARD OF COUNTY COMMISSIONERS



  
\_\_\_\_\_  
J.D. PECCOCK II  
CLERK OF CIRCUIT COURT



APPROVED AS TO FORM:

  
\_\_\_\_\_  
GREGORY V. STEWART  
COUNTY ATTORNEY

EXHIBIT J – SEWER MAINS EASEMENT

STATE OF FLORIDA  
COUNTY OF OKALOOSA  
Prepared by and return to:  
Okaloosa County Water & Sewer  
1804 Lewis Turner Blvd., Suite 300  
Fort Walton Beach, FL 32547  
(850) 609-5058

This Easement made this 15th day of October 2019

Between HSC Ft Walton Beach, LLC

as the Grantor and Okaloosa County, a political subdivision of the state of Florida, as the Grantee,

WITNESSETH that the Grantor, 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 Grantee, its successors, and assigns, a perpetual easement and right-of-way for the purpose of

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

LEGAL DESCRIPTION: The West 30 feet of Lot 6, Block 6, Oak Hill Subdivision as recorded in Plat Book 2, Page 91, of the official records of Okaloosa County, Florida. And also the West 30 feet of the vacated 20 foot alleyway, per Resolution 19-122 O.R. book 3416 page 1628, lying between the South line of Lot 5 and the North line of Lots 6 through 10, Block 6, Oakhill Subdivision as recorded in Plat Book 2, Page 91.

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

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

And seal (s) this day of 2019

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

HSC Ft Walton Beach, LLC

By:

Its Member

Jennifer Nylander  
Witness Signature

Jennifer Nylander  
Witness, Print Name

Johna Forward  
Witness Signature

Johna Forward  
Witness Print Name

STATE OF Alabama  
COUNTY OF Baldwin

SWORN TO and subscribed before me this day of 2019, by H. Ray Hix, Jr. in his capacity as Member of HSC Ft Walton Beach, 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.

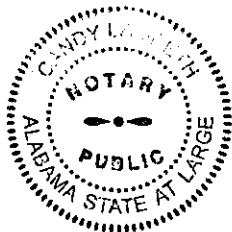
(NOTARY PUBLIC SEAL)

Candy Lambeth  
Notary Public

(Printed, Typed or Stamped Name of Notary Public

Commission No.: NA

My Commission Expires: 6/24/20

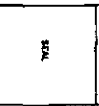
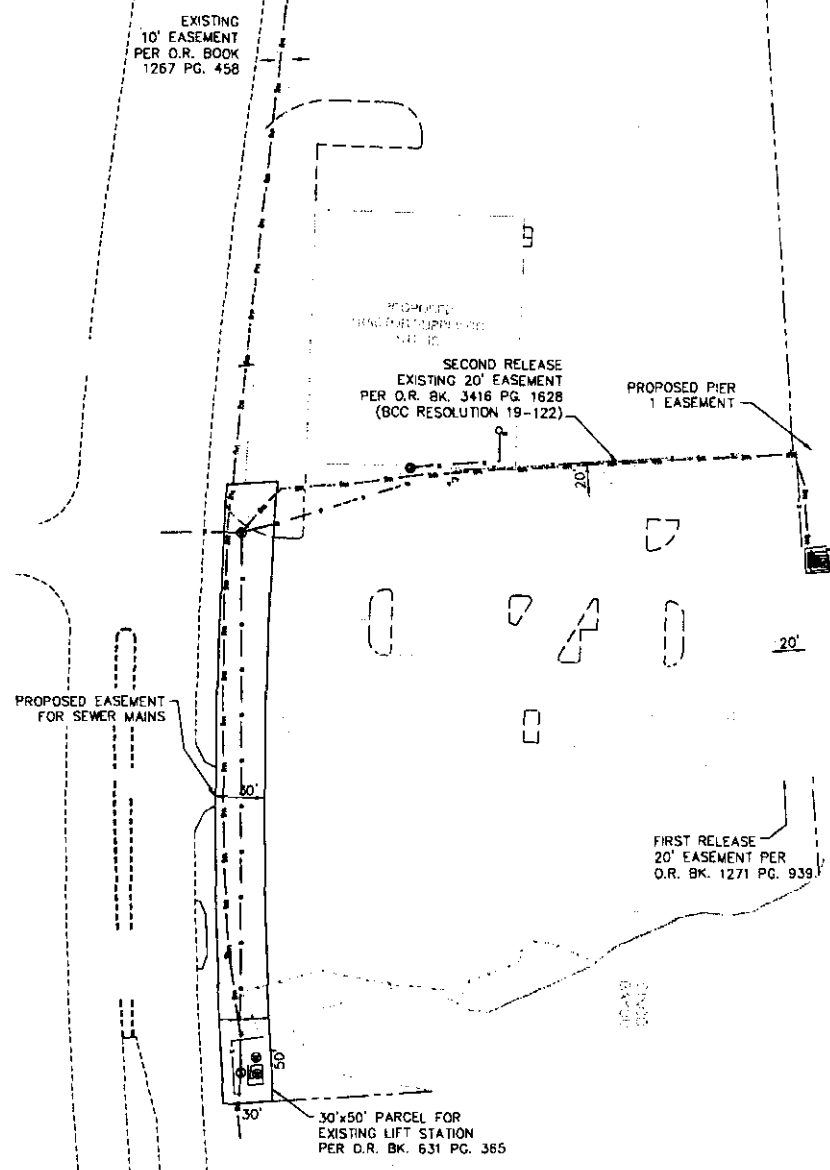


**LEGEND**

	10' EASEMENT		BOUNDARY
	20' EASEMENT		PROPERTY LINE
	30' EASEMENT		EASEMENT
	PROPOSED EASEMENT		PROPOSED PIER 1 EASEMENT
	PROPOSED EASEMENT FOR SEWER MAINS		PROPOSED EASEMENT FOR LIFT STATION
	PROPOSED EASEMENT FOR SEWER MAINS		PROPOSED EASEMENT FOR LIFT STATION
	PROPOSED EASEMENT FOR SEWER MAINS		PROPOSED EASEMENT FOR LIFT STATION
	PROPOSED EASEMENT FOR SEWER MAINS		PROPOSED EASEMENT FOR LIFT STATION
	PROPOSED EASEMENT FOR SEWER MAINS		PROPOSED EASEMENT FOR LIFT STATION
	PROPOSED EASEMENT FOR SEWER MAINS		PROPOSED EASEMENT FOR LIFT STATION

**EXHIBIT J**

**Beal Parkway 30' Easement**  
 The West 30 feet of lot 6 Block 6 of Oakhill Subdivision as recorded in Okaloosa County, Florida Official Records Plat Book 2, Page 91, and also the West 30 feet of the vacated 20 foot alleyway, per Resolution 19-22 O.R. book 3416 page 1628, lying between the South line of lot 5 and the North line of Lots 6 through 10, Block 6 Oakhill Subdivision as recorded in Plat Book 2, Page 91.  
 Contains 24,895 sq. ft., more or less.



Okaloosa County  
 Water & Sewer Engineering  
 1804 Lewis Turner Blvd, Suite 300  
 Ft. Walton Beach, FL 32547  
 Phone: (850) 651-7504  
 Fax: (850) 694-5864

DATE	BY	REVISION

TANNER SUPPLY COMPANY PARCEL		BRANDY SAND HALL	SHEET 1
SEWER MAINS EASEMENT		CHECKED BY: J. VILLAMAS	
		APPROVED BY: J. KANAK	
		SPECIAL PURPOSE SURVEY	