

PLANNING COMMISSION

AGENDA

MAY 9, 2024

5:01 P.M.

**Commissioner's Chambers, Okaloosa County Administrative Complex 1250 Eglin Parkway
N, Shalimar, FL 32579.**

Commissioner Vacant, District 1

Commissioner Jack Beery, District 2

Chairman Jeremy Stewart, District 3

Commissioner Todd Tarzhalski, District 4

Vice-Chairman Commissioner John Collins, District 5 Okaloosa County School Board Rep., Bill Smith
Eglin Air Force Base Representative, Jack Kiger

A. CALL TO ORDER

B. ROLL CALL

**C. APPROVAL OF MINUTES FOR DECEMBER 14, 2023 (NO JANUARY, FEBRUARY,
MARCH, OR APRIL MEETING)**

D. OPEN TO PUBLIC (FOR ANY ITEMS NOT QUASI JUDICIAL ON THIS AGENDA)

E. ANNOUNCEMENTS

F. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA

G. ACCEPTANCE OF THE AGENDA

H. OATH TAKING

I. DISCLOSURES

J. OLD BUSINESS

None

K. NEW BUSINESS

a. Applications for Development Review

None

b. Public Hearings

1. **Agenda Item #1: 548615-BCC-2024 & 548617-BCC-2024** Consideration of a request changing the use of land submitted by Raymond Greer, on behalf of Warren Cutshall, NWF Land, LLC, relating to property located north of US 90 just to the east of Clint Mason Road. The request is to change the Comprehensive Plan Future Land Use Map (FLUM) designation for the property from **Agricultural (AG)** to **Low Density Residential (LDR)**. If the FLUM amendment is approved, request to rezone the property from **Agriculture (AA)** to **Residential-1 (R-1)**, or a more restrictive zoning district. Property contains 6.33 acres, more or less. In addition to the proposed Future Land Use Map Amendment and Rezoning, a proposed amendment to the Okaloosa County Land Development Code is also being requested. The proposed Land Development Code Amendment will amend Section 3.10.00, 605-Acre Highway 90 Overlay District. Said overlay will be expanded to include 6.33 acres and will increase the maximum overall density of the property from 1,200 to 1,222 residential units, establish a height limitation, require dark sky lighting principles and provide coordination with Eglin Air Force Base.

Agenda Item # 2: Consideration of the Fourth Amendment to the Development Agreement by and between the Board of County Commissioners and Patriots Ridge LLP, for the purpose of establishing development rights for certain real property located within the unincorporated area of Okaloosa County; providing assurances in accordance with existing laws and policies subject to the conditions of the agreement; and, insuring that the agreement is in compliance with applicable provisions of Section 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

L. OTHER BUSINESS

1. Selection of 2024 Chairman and Vice-Chairman.

The **June 13, 2024**, Planning Commission Meeting will be held at the Commissioner's Chambers, Okaloosa County Administrative Complex 1250 Eglin Parkway N, Shalimar, FL 32579

M. ADJOURNMENT

PLANNING COMMISSION

MINUTES

DECEMBER 14, 2023

5:01 P.M.

The regular meeting of the Okaloosa County Planning Commission was held Thursday, September 14, 2023, 5:01 p.m., Commissioner's Chambers, Okaloosa County Administrative Complex 1250 Eglin Parkway N, Shalimar, FL 32579. Board members in attendance were Jeremy Stewart, John Collins, Phyllis Enzor, and Jack Beery.

Eglin Representative Scott Davidson was not in attendance.

Okaloosa County School Board representative Bill Smith was not in attendance.

Growth Management Staff in attendance were Elliot Kampert, Director, Randy Woodruff, Deputy Director, Leslie Adams, Planner I, and Martina Barrow, Planner I.

County Attorney Kerry Parsons was in attendance via Zoom.

Speaker recognition forms were submitted by persons wishing to speak as follows:

Agenda Item 1: Greg Matovina – 12443 San Jose Blvd Ste. 504, Jacksonville, FL – Applicant

A. CALL TO ORDER

Chairman Jeremy Stewart called the meeting to order at 5:01 PM.

B. ROLL CALL

Martina Barrow conducted roll call.

C. APPROVAL OF MINUTES FOR SEPTEMBER 14, 2023 MEETING (NO OCTOBER OR NOVEMBER MEETING.)

Motion to approve minutes made by Phyllis Enzor and second by Jack Beery. --- 4 ayes. Motion Passes.

D. OPEN TO PUBLIC (FOR ANY ITEMS NOT QUASI JUDICIAL ON THIS AGENDA)

None.

E. ANNOUNCEMENTS

None.

F. ADDITIONS, DELETIONS, OR CHANGES TO THE AGENDA

None.

G. ACCEPTANCE OF THE AGENDA

Motion to accept the agenda as written made by John Collins and second by Phyllis Enzor. --- 4 ayes. Motion Passes.

H. OATH TAKING

Martina Barrow administered the Oath for all speakers.

I. DISCLOSURES

Chairman Stewart submitted a Memorandum of Voting Conflict Form, recusing himself from the vote due to a conflict of interest.

J. OLD BUSINESS

None

K. NEW BUSINESS

None

a. Applications for Development Review

None

b. Public Hearings

AGENDA ITEM 1: Consideration of the Third Amendment to the Development Agreement by and between the Board of County Commissioners and Patriots Ridge LLP, for the purpose of establishing development rights for certain real property located within the unincorporated area of Okaloosa County; providing assurances in accordance with existing laws and policies subject to the conditions of the agreement; and, insuring that the agreement is in compliance with applicable provisions of Section 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

Randy Woodruff presented Agenda Item 1 to the board.

Chairman Stewart called Greg Matovina to speak.

Mr. Matovina stated he was available for any questions.

Vice Chairman Collins asked staff why the county was wanting this change.

Elliot Kampert replied one of the statutory requirements is to find a system for public benefit. This meets that requirement.

Chairman Stewart stated he would have to recuse himself from voting to avoid a conflict of interest.

Chairman Stewart called for a motion.

MINUTES ARE NOT VERBATIM

Motion to recommend approval of Agenda Item 1 as written to request a Development Agreement by and between the Board of County Commissioners and Patriots Ridge LLP made by Jack Beery, and second by John Collins. -- 3 ayes. Motion Passes.

L. OTHER BUSINESS

The **JANUARY 11, 2023**, Planning Commission Meeting will be held at the Commissioner's Chambers, Okaloosa County Administrative Complex 1250 Eglin Parkway N, Shalimar, FL 32579.

M. ADJOURNMENT

Chairman Stewart adjourned the meeting at approximately 5:06 p.m.



Prepared by: _____
Martina Barrow, Recording Secretary

Date 12/15/2023

AGENDA ITEM 1

PLANNING COMMISSION

AGENDA REQUEST

TO: HONORABLE CHAIRMAN & MEMBERS OF THE PLANNING COMMISSION

THROUGH: Elliot Kampert, AICP, Director

FROM: Randy Woodruff, AICP, Deputy Director

SUBJECT: 548617-BCC-2024 & 548615-BCC-2024, Request for Plan Amendment, Rezoning, and Okaloosa County Land Development Code Amendment; as presented by Raymond Greer, on behalf of David Cohen.

DATE: May 9, 2024

BCC DISTRICT: (1) Commissioner Mixon

PLANNING COMMISSION DISTRICT: (1) Phyllis Enzor

PUBLIC HEARING: Consideration of a request changing the use of land submitted by Raymond Greer, on behalf of David Cohen relating to property located north of US 90 just to the east of Clint Mason Road. The request is to change the Comprehensive Plan Future Land Use Map (FLUM) designation for the property from **Agricultural (AG)** to **Low Density Residential (LDR)**. If the FLUM amendment is approved, request to rezone the property from **Agriculture (AA)** to **Residential-1 (R-1)**, or a more restrictive zoning district. The subject property contains six (6) acres, more or less. In addition to the proposed Future Land Use Map Amendment and Rezoning, a proposed amendment to the Okaloosa County Land Development Code is also being requested. The proposed Land Development Code Amendment will amend Section 3.10.00, 605-Acre Highway 90 Overlay District. The requested code amendment will amend the short title to 611-Acre Highway 90 Overlay District, amend acreage from 605 acres to 611 acres, more or less, and amend maximum overall density from 1,200 to 1,222 residential units.

STAFF FINDINGS:

- The proposed FLUM amendment is classified as a Type – 2 Plan Amendment which involves properties 50 acres or less in size. Type – 2 amendments do not require transmittal to the State Planning Agency for review.
- The subject property is six (6) acres, more or less, in size and located on the east side of Clint Mason Road and on the north side of US Highway 90; legally described by Okaloosa County Property Appraiser Parcel Identification Number 18-3N-22-0000-0005-0010. The subject property is currently vacant.
- The proposed amendment would add six (6) acres, more or less, to the existing 605-acre Independence phased development and overlay district for a total of 611 acres, more or

less. The applicant seeks to developed the subject property as low-intensity, low density, single family use development to meet the need for additional housing units (**Exhibit 2 – Applicants Comprehensive Plan Analysis**).

- The property is located within the **Agricultural (AG)** Future Land Use (FLU) Categories and the **Agricultural (AA)** Zoning Districts. Location/Designation criteria for both the existing and proposed Future Land Use categories are expressed in the Comprehensive Plan, Future Land Use Element, Policy 10.1 (**Exhibit 2 – Applicants Comprehensive Plan Analysis**).

Table 1: Existing and Proposed Future Land Use Classifications

Future Land Use Categories within the Proposed Amendment Area	Acres		
	Existing	Proposed	Change
Agriculture	6 *	0	-6 *
Low Density Residential	0	6 *	+6*
Total	6*	6*	0
*more or less			

- The purpose of the existing **Agriculture (AA)** Zoning District is to provide areas for production of plants and animals useful to humans, including to a variable extent the preparation of plant and animal products for human use by sale or otherwise and includes aquaculture, horticulture, floriculture, viticulture, silviculture, dairy, livestock, poultry, bees, and any and all forms of farm products and farm production. This district is also suitable for preservation of green spaces, conservation uses, outdoor recreation uses, very low-density residential uses, and public/institutional uses. Land to be designated as, or rezoned to, an AA district may be located inside or outside the urban development area boundary. Agriculture districts may be located in the agriculture future land use category.

The purpose of the proposed **Residential-1 (R-1)** Zoning District is to provide areas for single-family detached residential dwellings, customary accessory uses, and limited non-residential uses. The intent of the R-1 district is to implement and to put into regulatory effect the provision of the "low density residential" future land use category as established in the comprehensive plan.

Based upon this information, staff is of the opinion that the proposed rezoning and associated uses are consistent with the existing **Agriculture (AA)** Zoning District.

- The subject property is vacant and adjacent to largely vacant tracts to the north, south, and east that are designated as Low Density Residential Future Land Use and Zoning. The surrounding property to the west contains single family development on Agriculturally-designated land. These land uses are shown on the Adopted Future Land Use Map and are listed in Table 2, below.

Table 2: Subject Site and Adjacent Property Land Uses

	Future Land Use Designations	Zoning Districts
Subject Property	Agriculture	Agriculture
North	Low Density Residential	Low Density Residential
South	Low Density Residential	Low Density Residential
East	Low Density Residential	Low Density Residential
West	Agriculture	Agriculture

Source: Okaloosa County GIS Department (April 2024)

COMPREHENSIVE PLAN ANALYSIS:

A. Site Description

The proposed amendment site is located on the north side of U.S. 90, to the east of Clint Mason Road in unincorporated Okaloosa County. Access to the site will be from Clint Mason Road. The project site terrain ranges are relatively flat with an elevation of approximately 171 feet.

B. Soils

The subject property has two (2) soil types on the property as identified on the Soils Classification Map; as defined in Table 3 below.

Table 3: Soil Types

Soil Map Unit Symbol	Soil Unit Composite Name	Acres
12	LAKELAND SAND, 0 TO 5 PERCENT SLOPES	6.17
25	TROUP SAND, 8 TO 12 PERCENT SLOPES	0.16

Source: Okaloosa County GIS Department (April 2024)

Lakeland Sands – This nearly level or gently sloping, excessively drained soil is on broad ridgetops in the uplands. Slopes are dominantly less than 5 percent.

Troup Sands – This nearly level to sloping soils are well drained found on ridgetops in the uplands. Individual areas for Troup sand 8-12 percent slope are about 20 to 100 acres in size.

C. Floodplains

The entirety of the subject property is outside of the 0.2% chance annual flood for additional information regarding flood zone locations occurring near the subject site, please reference the FEMA Flood Zones Map in **(Exhibit 2 – Applicants Comprehensive Plan Analysis)**.

D. Wetlands

As demonstrated on the Wetlands Map, there are no wetlands on the proposed amendment site (Exhibit 2 – Applicants Comprehensive Plan Analysis).

E. Listed Wildlife Species

The area may support a variety of wildlife species. These may include Florida pine snakes, gopher tortoises, gopher frogs, Sherman’s fox squirrel, and potential habitat for the Florida Black Bear. Policies 4.1 and 7.1 of Section 2.10 the Conservation Element in the Okaloosa County Comprehensive Plan addresses state threatened or endangered wildlife habitat. The applicant will perform all habitat analysis at the development stage.

F. Historic and Cultural Resources

The applicant has requested preliminary cultural and archaeological resource information from the Florida Master Site File (FMSF), Division of Historical Resources.

G. Public Facilities and Services

The public facilities analysis is based on a maximum development scenario, which evaluates the worst-case scenario. Proposed land uses were evaluated as if the maximum amount of development allowed would ultimately be built-out.

Table 4: Existing and Proposed Development Scenario

Scenario	Land Use Designation	Maximum Allowed Density	Size of Development	
			Acres	Maximum Allowed Development
Existing	Agriculture	1 du / 1 acres	6*	6
Proposed	Low Density Residential	4 du / 1 acres	6*	12 ¹

1. Density limited to 2 units per acre by a sub-area policy.

Based on the development proposal shown in the above table, which assumes all of the proposed development occurs at the maximum density allowed, the proposed land use change will result in a net increase of 6 dwelling units.

The following analysis is based upon the availability of, and actual and anticipated demand on, facilities and services serving or proposed to serve the subject property. The analysis evaluates the effect of the demands on the level of service standards adopted within the Okaloosa County

Comprehensive Plan and identifies any anticipated facility improvements. Facilities and services include potable water, sanitary sewer, solid waste, and transportation.

H. Potable Water

The central water service provider for the amendment site is Auburn Water Services. The permitted capacity for Auburn Water Service is 6,537,000 gallons per day (gpd). Flow rates obtained from Auburn Water Service indicate that the facility is currently running at approximately 2,100,000 gpd. A conservative two-percent growth rate was used to project future water demand created throughout through the year 2034.

Okaloosa County has adopted a Level of Service (LOS) standard for potable water of 100 gallons per capita per day for residential uses. The average household size for Okaloosa County based on the 2023 American Community Survey data is 2.48 persons per household.

As Table 5 shows, the facility will have adequate capacity to absorb the increase in potable water demand.

Table 5: Potable Water Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2024	6,537,000	2,100,000	3,240	2,103,240	32%
2029	6,537,000	2,184,000	3,240	2,187,240	33%
2034	6,537,000	2,271,360	3,240	2,274,600	35%

Source: Auburn Water Services, INC.

I. Sanitary Sewer

Development proposed at the amendment site would send their wastewater to the Jerry D. Mitchem Reclamation Facility. The Jerry D. Mitchem Reclamation Facility has permitted capacity for 1,000,000 gpd. Flow rates obtained from the Okaloosa County indicate that the facility is currently running at approximately 130,000 gpd.

A conservative two-percent growth rate was used to project future water demand created throughout through the year 2034. Okaloosa County has adopted a Level of Service (LOS) standard for sanitary sewer of 100 gallons per capital per day for residential uses. The average household size for Okaloosa County based on the 2023 American Community Survey data is 2.48 persons per household. As Table 6 shows, the facility will have adequate capacity to absorb the increase in wastewater demand.

Table 6: Sanitary Sewer Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2024	1,000,000	130,000	3,240	133,420	13%
2029	1,000,000	132,600	3,240	135,840	14%
2034	1,000,000	135,252	3,240	138,492	14%

Source: Okaloosa County

J. Transportation

The impact of the land use change and rezone, resulting in a maximum development potential of 24 residential dwelling units, was evaluated for the five-year short-term planning horizon and the long-range 2045 horizon year. The land use change and rezoning is estimated to generate 15 PM peak-hour two-way trip ends.

As the capacity analysis documented in this report indicates, US 90 within the study area is currently operating and is anticipated to continue to operate at level-of-service D, below the adopted level-of-service target of C, through the 2045 horizon year. The development intensity proposed as part of the land use change and rezone will not create any additional roadway deficiencies within the short-term or long-range planning horizons. The level-of-service D operating conditions of US 90 within the study area occur with or without the proposed land use change and rezone. Please reference **Exhibit 2 – Applicants Comprehensive Plan Analysis** for the Transportation Analysis.

K. Stormwater

Okaloosa County has adopted Level of Service (LOS) standards within the Comprehensive Plan that apply to water quantity and water quality for evaluating impacts associated with developments. The LOS standards for water quantity indicate that post-development runoff shall be no greater than predevelopment runoff.

Okaloosa County’s LOS standards for water quality are as follows:

The LOS standards for stormwater management shall be:

- a. Single-Family Detached Residential Subdivisions: Post development runoff shall not exceed the pre-development runoff rate for a twenty-five (25)-year storm event, up to and including an event with a twenty-four (24)-hour duration;

- b. All Other Development: The first one (1) inch of runoff from the property shall be retained on the site of the development and post development runoff shall not exceed the pre-development runoff rate for a twenty-five (25)-year storm event, up to and including an event with a twenty-four (24)-hour duration; and
- c. A “pop off” shall be provided for stormwater runoff beyond the above requirements. The developers must provide a pop off to an outfall with adequate capacity to handle additional stormwater runoff and must document that the pop off to the outfall has been authorized by the owner of the outfall system. If no pop off is available, the stormwater storage facility shall be designed with a minimum capacity to retain a storm event of one hundred (100)-year frequency up to and including a twenty-four (24)-hour duration for post development.

L. Solid Waste

Okaloosa County maintains a franchise agreement with Waste Management for household trash, recyclables, and yard waste at curbside disposal in the unincorporated areas of the county. The County adopted a residential level of service standard for solid waste of 6 pounds per person per day (PPPPD).

Table 7: Solid Waste Generation Analysis

Year	Number of Dwelling Units *_{max} allowed	Number of residents	Level of Service	Total Demand
2034	24	60	6 (PPPPD)	360 (PPPPD)

Consistency Analysis and Justification

The proposed FLUM amendment is consistent with the Future Land Use Element and other affected elements of the Okaloosa County Comprehensive Plan. The following is a specific description of how the proposed FLUM amendment is consistent with the significant subject areas of the Future Land Use, Stormwater, Conservation, Recreation and Open Space, and the Capital Improvements Element of the Okaloosa County Comprehensive Plan:

Policy 9.2

In the evaluation of proposed land use amendments for land in the “agricultural” or “rural residential” categories, the application shall demonstrate the following:

- a. the need for such land use amendment;
- b. the amendment will not result in urban sprawl;

- c. a functional relationship of the proposed amendment to other more densely or intensely designated or development lands;
- d. the availability of facilities and services for a more dense or intense land use; and e. the relationship of the proposed amendment site to the urban development area boundary

Development of the proposed amendment area meets all four of those criteria. This amendment shows that there is a need and that the location near U.S. 90, close to existing industrial and mixed use future land uses indicates that this proposal is not urban sprawl. It has a functional relationship to other similar properties adjacent to the site with the same land use and will not extend facilities and services outside of functional areas.

Policy 9.4

Land use plan amendments will not alter the boundaries of the various water and sewer service areas, as depicted on the Water and Sewer Service Area Map, unless such alteration is pursuant to a currently existing or subsequently entered into written agreement, entered into between the County, a municipality or some other water and sewer service provider, which governs such boundary change.

Development of the proposed amendment area will adhere to the above requirement. The proposed amendment is located in the Auburn area on the Water Service Area Map in the Future Land Use Element of the Okaloosa County Comprehensive Plan.

Objective 14

Insofar as possible implement the recommendations presented in the Eglin Air Force Base Joint Land Use Study (JLUS) through a combination of amendments to this Plan, revisions to the Land Development Code (LDC), and any other codes as considered necessary.

Development of the proposed amendment area will adhere to the above requirement. The proposed amendment is compatible with Eglin Air Force Base and its mission.

STORMWATER ELEMENT

Policy 2.3

The LOS standards for stormwater management shall be: a. Single-Family Detached Residential Subdivisions: Post development runoff shall not exceed the pre-development runoff rate for a twenty-five (25)-year storm event, up to and including an event with a twenty-four (24)-hour duration; b. All Other Development: The first one (1) inch of runoff from the property shall be retained on the site of the development and post development

runoff shall not exceed the pre-development runoff rate for a twenty-five (25)-year storm event, up to and including an event with a twenty-four (24)-hour duration; and c. A “pop off” shall be provided for stormwater runoff beyond the above requirements. The developers must provide a pop off to an outfall with adequate capacity to handle additional stormwater runoff and must document that the pop off to the outfall has been authorized by the owner of the outfall system. If no pop off is available the stormwater storage facility shall be designed with a minimum capacity to retain a storm event of one hundred (100)-year frequency up to and including a twenty-four (24)-hour duration for post development.

Development of the proposed amendment area will adhere to the above stormwater management guidelines and principles.

CONSERVATION ELEMENT

Policy 4.1

No development order or permit shall be approved if construction pursuant to the permit would threaten the life or habitat of any species listed on the Federal Endangered Species Inventory or any species designated "threatened" or "species of special concern" either by the State or Federal governments.

Development of the proposed amendment area will adhere to the above language regarding threatened and endangered species prior to getting any type of development approval.

RECREATION AND OPEN SPACE ELEMENT

Policy 3.4

In addition to open space provided through natural reservations, protected environmental lands, and stormwater management areas, the County shall ensure open space through regulations in the Land Development Code which shall contain requirements for open space in developments by use of landscape and setback regulations.

Development will only be permitted that ensures compatible amounts of open space.

CAPITAL IMPROVEMENTS ELEMENT

Objective 5

Okaloosa County shall take specific action to coordinate the use of unincorporated land with capital expenditures scheduled within the Comprehensive Plan Elements in order to accommodate future anticipated population.

A complete public facilities analysis is included in Section VI of this report. Any impacts above the adopted level of service standards will be mitigated when the property is proposed for development.

Section 3.10.00, 605-Acre Highway 90 Overlay District

In addition to the proposed Future Land Use Map Amendment and Rezoning, a proposed amendment to the Okaloosa County Land Development Code is also being requested. The requested code amendment will amend the short title to 611-Acre Highway 90 Overlay District, amend acreage from 605 acres to 611 acres, more or less, and amend maximum overall density from 1,200 to 1,222 residential units.

SECTION 3.10.00 - ~~605~~611-ACRE HIGHWAY 90 OVERLAY DISTRICT

3.10.01 Purpose: The purpose of this section is to implement and put into regulatory effect specific development related requirements that will apply to a ~~605~~611-acre parcel, located along the north side of Highway 90 and consisting of Parcel ID Numbers: 17-3N-22-0000-0005-0160, ~~and~~ 18-3N-22-0000-0001-0000, and 18-3N-22-0000-0005-0010. The ~~605~~611-acre parcel is located within the Eglin Air Force Base (AFB) Low Level Flight Corridor.

3.10.02 Application: The following restrictions are hereby established for the 605-Acre Parcel as follows.

- 1) The property shall be limited to ~~1,200~~1,222 residential dwelling units.
- 2) Residential height shall be limited to a maximum of 35 feet and non-residential uses such as communication structures, and electric utility transmission facilities shall be limited to a maximum height of 150 feet.
- 3) At the time of a subdivision of the any portion of the ~~605~~611-acre parcel the land owner or developer shall provide a disclosure to its purchasers, both in the contract of sale and in the recorded covenants, which describes that the property is located within of the Eglin Air Force Base Low Level Flight Corridor and the significance of the Corridor and notifies the customers that resulting affects from potential noise and vibration from the operations of Eglin Air Force Base may affect their enjoyment of the property. This disclosure will also detail any possible radio frequency interference. The disclosure form and subdivision covenants and restrictions shall be provided to the County prior to issuance of the final subdivision plat and shall be recorded in the official records of Okaloosa County, Florida no later than 60 days following final plat approval.
- 4) The landowner or developer shall coordinate with Okaloosa County and Eglin Air Force Base the construction of any communications towers and any other communications facilities that may adversely impact the operations of the Eglin AFB.
- 5) The property shall be developed and required to utilized and maintain Dark Sky Lighting requirements for all outdoor lighting fixtures. The Dark Sky Lighting requirements will be a condition of each development order. The proposed Dark Sky Lighting plan shall be

submitted at the development order stage and shall be coordinated and reviewed by Eglin Air Force Base prior to approval.

- 6) All subdivision plats within the overlay district shall be subject to and contain the following language:

No use of land, water, or airspace within the Overlay shall:

- a) Create electrical interference between Eglin AFB/Reservation and aircraft, missiles or any other associated military or civilian activities.
 - b) Create glare, artificial light, smoke or dust, or reflect light in such a way that may impair pilot visibility at any time.
 - c) Create forage or nesting environments that increase the potential for bird/wildlife aircraft strike hazards within Eglin AFB critical approaches.
 - d) Endanger or interfere with the landing, departure or maneuvering of aircraft using Eglin AFB/Reservation.
- 7) Any proposal or request to amend the density, height, lighting restrictions or standards listed in this overlay shall be provided and coordinated through Okaloosa County Growth Management for Eglin AFB compatibility review.

PUBLIC COMMENT/OPPOSITION: No public comment nor opposition was received for 548617-BCC-2024 & 548615-BCC-2024.

PUBLIC NOTICE: The proposed agenda item was properly advertised in the Northwest Florida Daily News on May 1, 2024; and public notice, via certified, return-receipt letters, were provided to all property owners within 300-foot radius per Section 1.11.02, of the Okaloosa County Land Development Code (see **Attachment H**).

STAFF POSITION: Staff supports the requested Plan Amendment, Rezoning, and Okaloosa County Land Development Code Amendment.

RECOMMENDATION: It is recommended that the Board consider the facts presented herein, as well as any facts that may be presented at the public hearing, and then make three (3) separate recommendations to the Board of County Commissioners, with the Future Land Use Map Amendment being first as follows:

First Motion: Recommend approval of an ordinance changing the Future Land Use Map (FLUM) designation for property legally described as 18-3N-22-0000-0005-0010 from **Agriculture (AG)** to **Low Density Residential (LDR)**, or a more restrictive (FLUM) designation.

Second Motion: Recommend approval of an ordinance changing the zoning designation for property legally described as 18-3N-22-0000-0005-0010, from **Agriculture (AA)** to **Residential-1 (R-1)** district, or a more restrictive zoning district.

Third Motion: Recommend approval of an ordinance amending the Okaloosa County Land Development Code by amending Section 3.10.00, 605-Acre Highway 90 Overlay District.

BOARD OF COUNTY COMMISSIONERS: Public hearing by the Board of County Commissioners is tentatively scheduled for June 4, 2024.

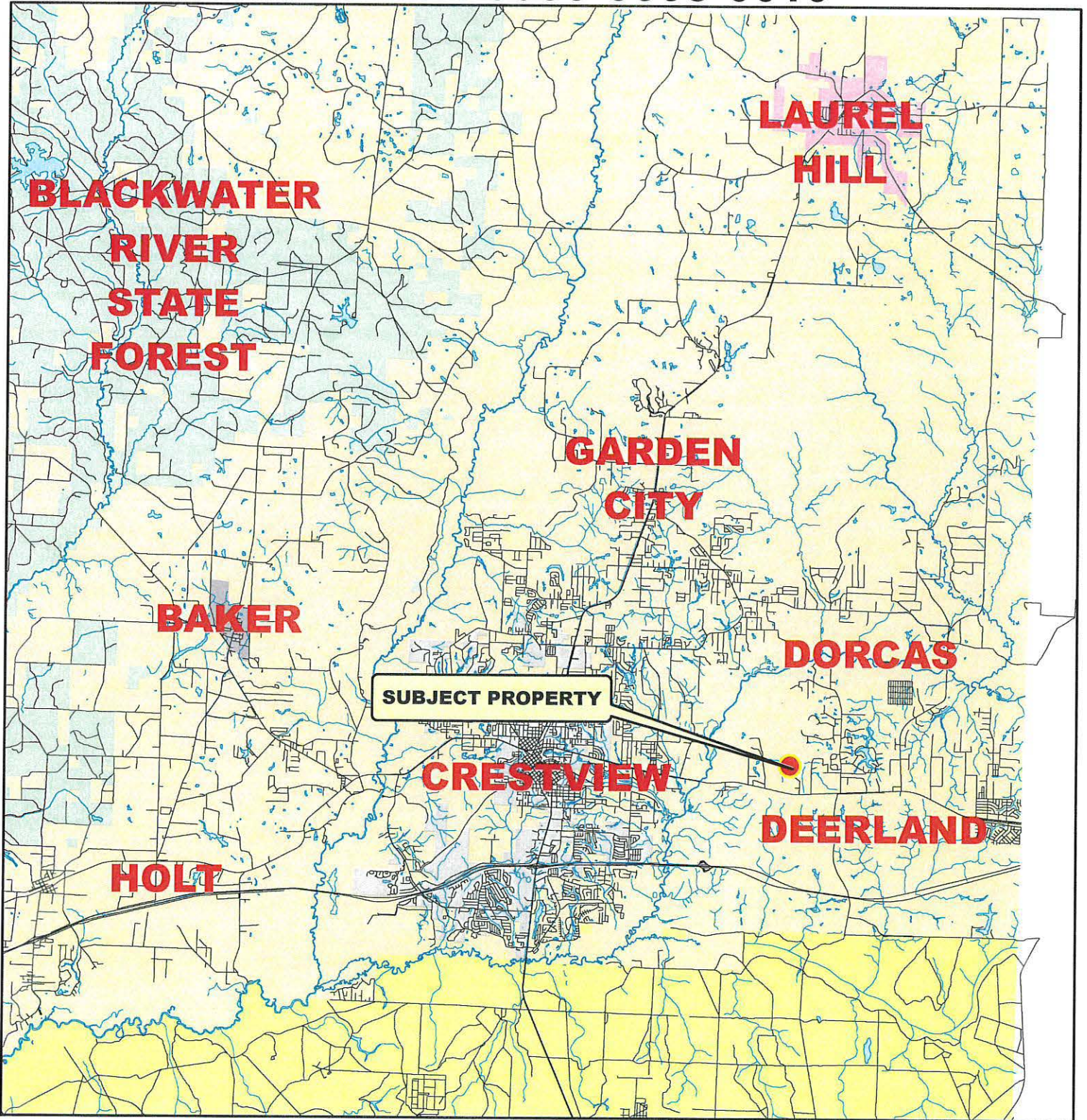
ATTACHMENTS:

- A – Location Map
- B – Aerial Photo
- C – Existing Land Use Map
- D – FLUM/Zoning Map
- E – Proposed FLUM/Zoning Map
- F – 1 Mile FLUM/Zoning Map
- G – GIS Analysis
- H – Legal Advertisement
- I – Future Land Use Ordinance
- J – Rezoning Ordinance
- K - 611-Acre Highway 90 Overlay District Ordinance

EXHIBITS:

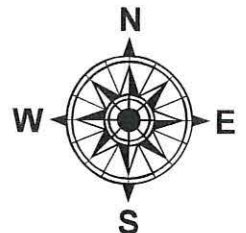
- 1 – Applicant Letter of Petition
- 2 – FLU & Rezoning Applications

18-3N-22-0000-0005-0010



Legend

— Roads



Location Map

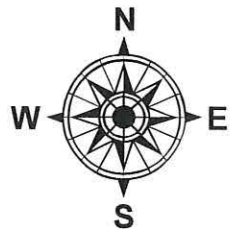
ATTACHMENT - B
18-3N-22-0000-0005-0010



Legend

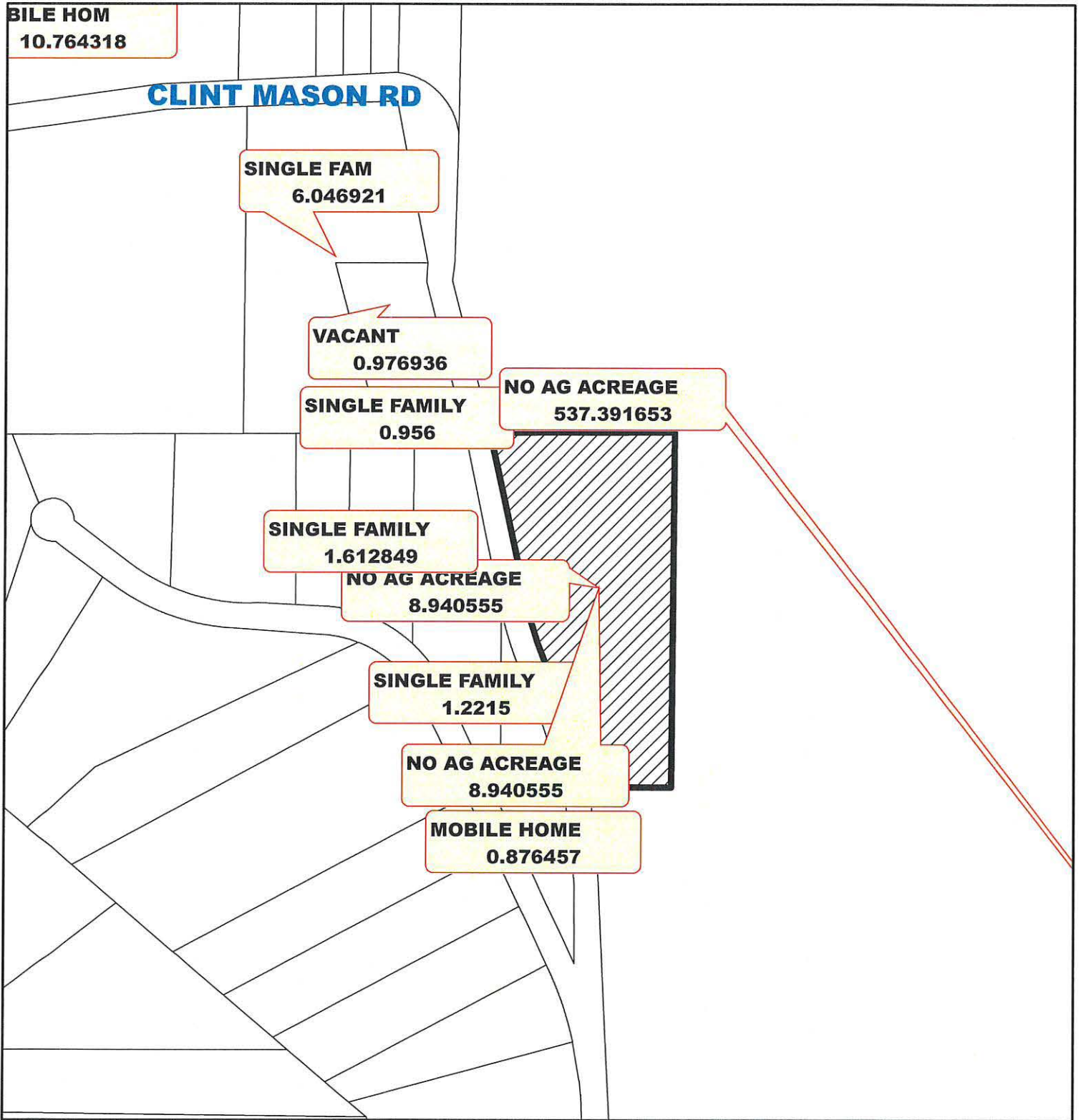
 Parcel Lines

Aerial Photo

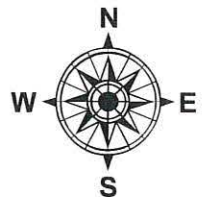


ATTACHMENT - C

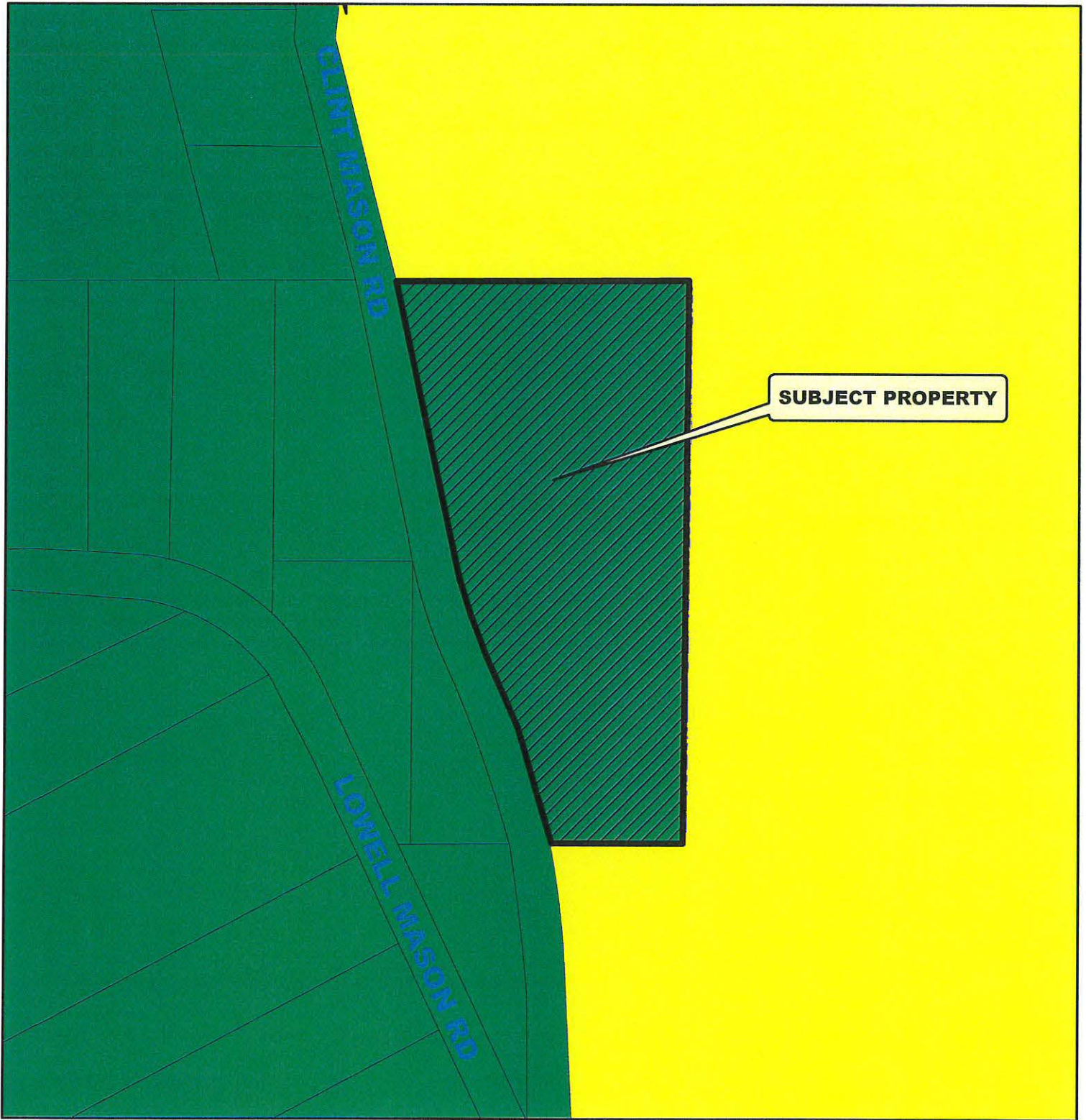
18-3N-22-0000-0005-0010



Existing Land Use Map

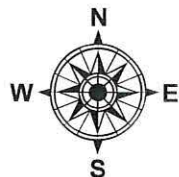


ATTACHMENT - D
18-3N-22-0000-0005-0010



FLUM Legend

- AG
- LDR



ZONE Legend

- AA
- R-1

FLUM & Zoning Map

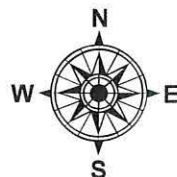
18-3N-22-0000-0005-0010



SUBJECT PROPERTY

FLUM Legend

-  LDR
-  AG



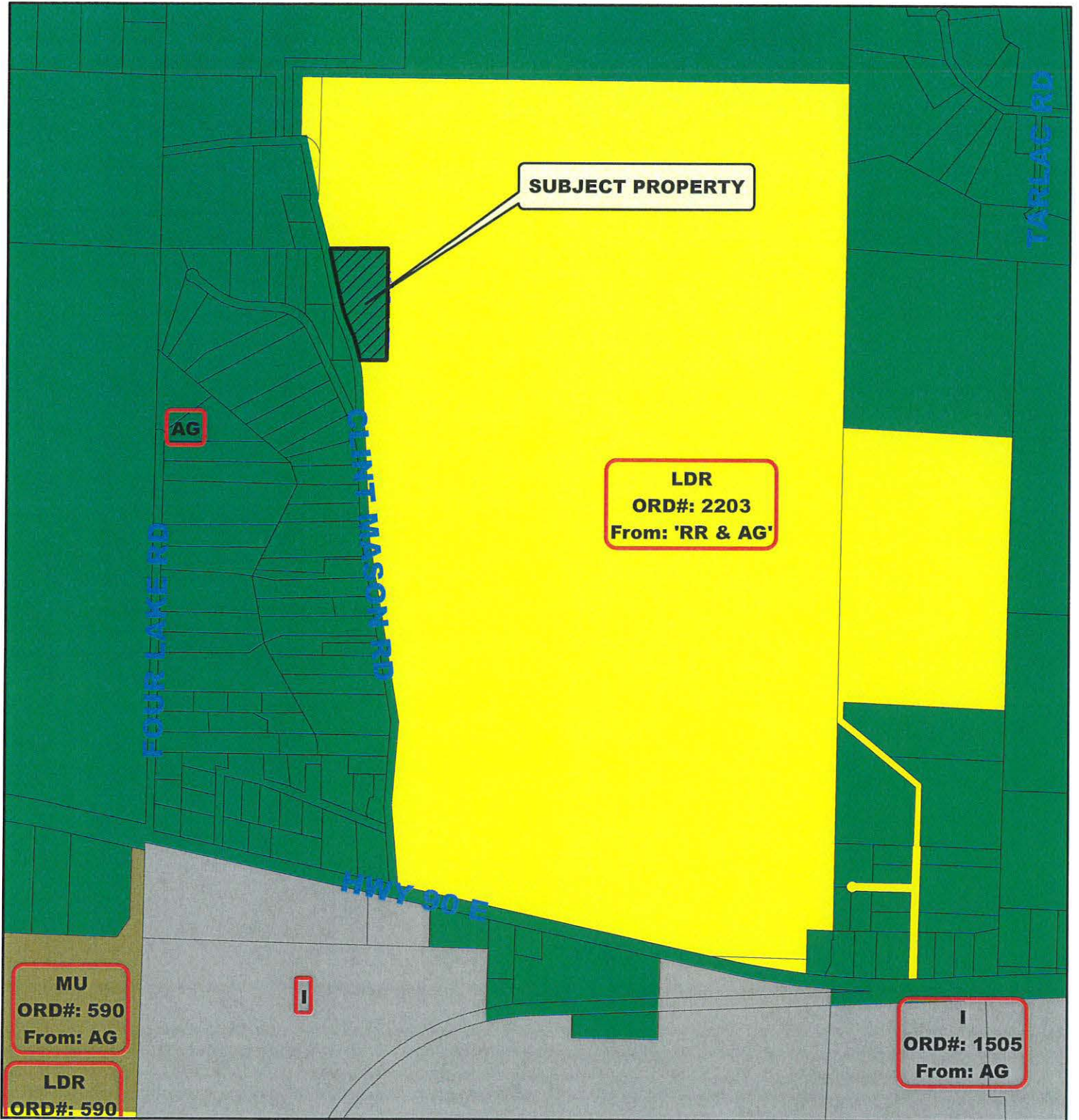
ZONE Legend

-  R-1
-  AA

Proposed FLUM & Zoning Map

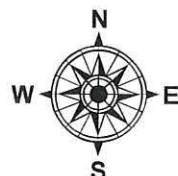
18-3N-22-0000-0005-0010

ATTACHMENT - F



FLUM Legend

 LDR	 MU
 AG	 I



ZONE Legend

 R-1	 AA
 MU	 I-1

1 Mile FLUM & Zoning Map

GIS ANALYSIS RESULTS

Date: 4/17/2024

Project: 18-3N-22-0000-0005-0010

Permit: 548615-BCC-2024 & 548617-BCC-2024 - COHEN MYRON

Property Address: LOCATED ON CLINT MAON RD CRESTVIEW FL 32539

Zoning: AG

FLU: AA

Fire District: DORCAS **Commissioner District:** 1 **Census Tract:** 020302

Soil Type: 12 –Lakeland sand – 0 to 5% slope, excessively drained, permeability is rapid, the available water capacity is very slow, and runoff is slow.

25 – Troup Sand – 8 to 12 percent slopes, well drained soil

Wind Zone: LESS THAN 140 IN THE WIND BORNE DEBRIS AREA

Flood Zone: X 500 Year Flood Plain & A 100 Year Flood Plain **Map Number:** 12091CO 200J

Storm Surge Area: NO

Urban Development Area: NO

Water Efficient Area: NO

Wells: None

Environmental Data: None

Historical Data: NO

NOTICE OF PUBLIC HEARING

The Okaloosa County Growth Management Department notice that, on Thursday, May 9, 2024 the Okaloosa County Planning Commission will consider:

Consideration of a 4th Amendment to the Development Agreement by and between the Board of County Commissioners and Patriots Ridge, LLP, for the purpose of establishing development rights for certain real property located within the unincorporated area of Okaloosa County, providing assurances in accordance with existing laws and policies subject to the conditions of the agreement, and insuring that the agreement is in compliance with applicable provisions of Section 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

The property is currently zoned Agriculture (AA), Residential 1 (R-1) and Mixed Use (MU) and the Future Land Use Map (FLUM) designation is Agriculture (AG), Low Density Residential (LDR) and Mixed Use (MU). A general location of the property is south of Airman's Memorial Road, north of Shoal River Drive in Crestview and contains 476.06 acres more or less.

This 4th Amendment proposes to decrease the number of allowable units from 657 to 638, adopting a revised Phasing Schedule, Phasing Plan and Master Plan and modify the phases which will be connected to the public sewer system to add Phase 12.

The changes to the unit count are as follows:

- 1) Phase 13 is proposed to be decreased from 21 to 4 lots. The area for Phase 13 was principally a fairly narrow golf fairway with existing homes within Chanan Estates lining either side of the fairway. The Chanan Estates HOA requested that most of the property be sold to their HOA for common area which took place in 2023.
- 2) Phase 15 is proposed to be decreased from 10 to 2 lots. As originally proposed, the phase would have been constructed as a single loaded cul de sac with the road and homes squeezed between the FPL power lines to the west and the existing homes to the east. The marketability of the homes and the impact on the existing homes was not favorable so the revised plan proposes to just separate the +/- 9 acres into 2 very large homesites.
- 3) Phase 16 is proposed to be increased from 65 to 73 units. The first 65 homesites for this phase have been completed. Once they were completed, it became obvious that there was sufficient room along the eastern side of an existing road to add 8 homesites to this phase.

The Agreement is for the property shown and described in the map in this advertisement. A public hearing has been scheduled as follows:

The meeting will be held at 5:01 PM or soon thereafter in the Okaloosa County Administrative Complex, Commission Meeting Room, located at 1250 North Eglin Parkway, Shalimar, FL.

The proposed Agreement may be inspected by the public at the Department of Growth Management offices in Shalimar, 1250 N. Eglin Pkwy, 3rd floor, (950) 651-7180, or in Growth Management offices located at 402 Brookmeade Dr, Crestview, (350) 689-5080.

If any person decides to appeal any decision made with respect to any matter considered at these hearings, such person will need a record of the proceeding and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

Okaloosa County adheres to the Americans with Disabilities Act and will make reasonable modifications for access to these hearings upon request. Requests may be made to the Growth Management offices described above and must be made at least 48 hours in advance of the hearings in order to provide the requested service.

18-3N-23-0000-0001-0020
04-2N-23-0000-0001-003A
09-24-23-0000-0001-0010
17-24-3N-23-0000-0001-0110



ATTACHMENT H

Notice of Public Hearing

The Okaloosa County Growth Management Department notice that, on Thursday, May 9, 2024 the Okaloosa County Planning Commission will consider:

AN ORDINANCE AMENDING THE OKALOOSA COUNTY COMPREHENSIVE PLAN, FUTURE LAND USE MAP, ORDINANCE 90-01 AS AMENDED, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF PARCEL 18-3N-22-0000-0005-0010 FROM AGRICULTURAL (AA) TO LOW DENSITY RESIDENTIAL (LDR) SAID PARCEL LOCATED AS SHOWN ON ATTACHMENT A, REPEALING ALL ORDINANCES OR PROVISIONS THEREOF IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

And:

AN ORDINANCE AMENDING THE OKALOOSA COUNTY LAND DEVELOPMENT CODE, ORDINANCE 91-01, AS AMENDED, CHANGING THE ZONING PARCEL 18-3N-22-0000-0005-0010 FROM AGRICULTURAL (AA) TO RESIDENTIAL (R-3), SAID PARCEL LOCATED AS SHOWN ON ATTACHMENT A, REPEALING ALL ORDINANCES OR PROVISIONS THEREOF IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

The meeting will be held at 5:01 PM or soon thereafter in the Okaloosa County Administrative Complex located at 1250 North Eglin Parkway, Shalimar, FL.

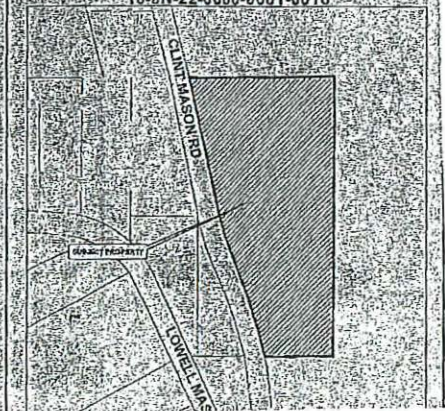
The ordinance information may be inspected at the offices of the Growth Management Department located at 402 Brookmeade Dr, Crestview, Florida 32539, or at the Okaloosa County Administrative Building located at 1250 N. Eglin Parkway, Shalimar, Florida 32577. Those offices can be contacted by telephone at 850-689-5080.

If any person decides to appeal any decision made with respect to any matter considered at these hearings, such person will need a record of the proceeding and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

Okaloosa County adheres to the Americans with Disabilities Act and will make reasonable modifications for access to these hearings upon request. Requests may be made to the Growth Management Department at 402 Brookmeade Dr, Crestview, Florida 32539, or at 850-689-5080. Requests may be made to the Growth Management offices described above and must be made at least 48 hours in advance of the hearing in order for Okaloosa County to provide the requested service.

Attachment A

18-3N-22-0000-0001-0010



ORDINANCE 24 - ____

AN ORDINANCE AMENDING THE OKALOOSA COUNTY COMPREHENSIVE PLAN FUTURE LAND USE MAP, ORDINANCE 90-01 AS AMENDED; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF PARCEL 18-3N-22-0000-0005-0010 FROM AGRICULTURAL (AG) TO LOW DENSITY RESIDENTIAL (LDR) SAID PARCEL LOCATED AS SHOWN ON ATTACHMENT A; REPEALING ALL ORDINANCES OR PROVISIONS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Okaloosa County is a political subdivision of the State of Florida to which Chapter 125 of the Florida Statutes grants broad authority and provides for the adoption of ordinances to provide for self-governance: and

WHEREAS, Chapter 163 of the Florida Statutes requires that all local governments adopt and maintain comprehensive plans to manage growth within their jurisdictions, consisting of several elements as well as a map depicting the future uses of land throughout the jurisdiction; and

WHEREAS, Chapter 163 provides processes through which a local government's comprehensive plan and future land use map may be amended from time to time; and

WHEREAS, Okaloosa County adopted, and has from time to time amended, Ordinance 90-01 that establishes the Okaloosa County Comprehensive Plan including its various elements and Future Land Use Map: and

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA:

Section 1. This ordinance shall be referred to as the 548617-BCC-2024 Future Land Use changing the Future Land Use Map designation of a certain parcels of real property owned by David Cohen, Property Id Number 18-3N-22-0000-0005-0010, more particularly depicted as shown on Attachment A attached hereto.

Section 2. The Okaloosa County Future Land Use Map is hereby amended to change the designation of the parcels of real property as shown in Attachment A attached hereto from Agricultural (AG) to Low Density Residential (LDR).

Section 3. This ordinance does hereby repeal any ordinances, or portions thereof, in conflict herewith.

Section 4. Should any word, phrase, sentence, section, subsection, or other provision of this Ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then the part so held shall be severed from this Ordinance and the remainder of this Ordinance shall remain in full force and effect.

Section 5. The effective date of the Future Land Use Map amendment authorized by this Ordinance shall be as provided in section 163.3187, Florida Statutes.

PASSED AND DULY ADOPTED in this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

Paul Mixon, Chairman

ATTEST:

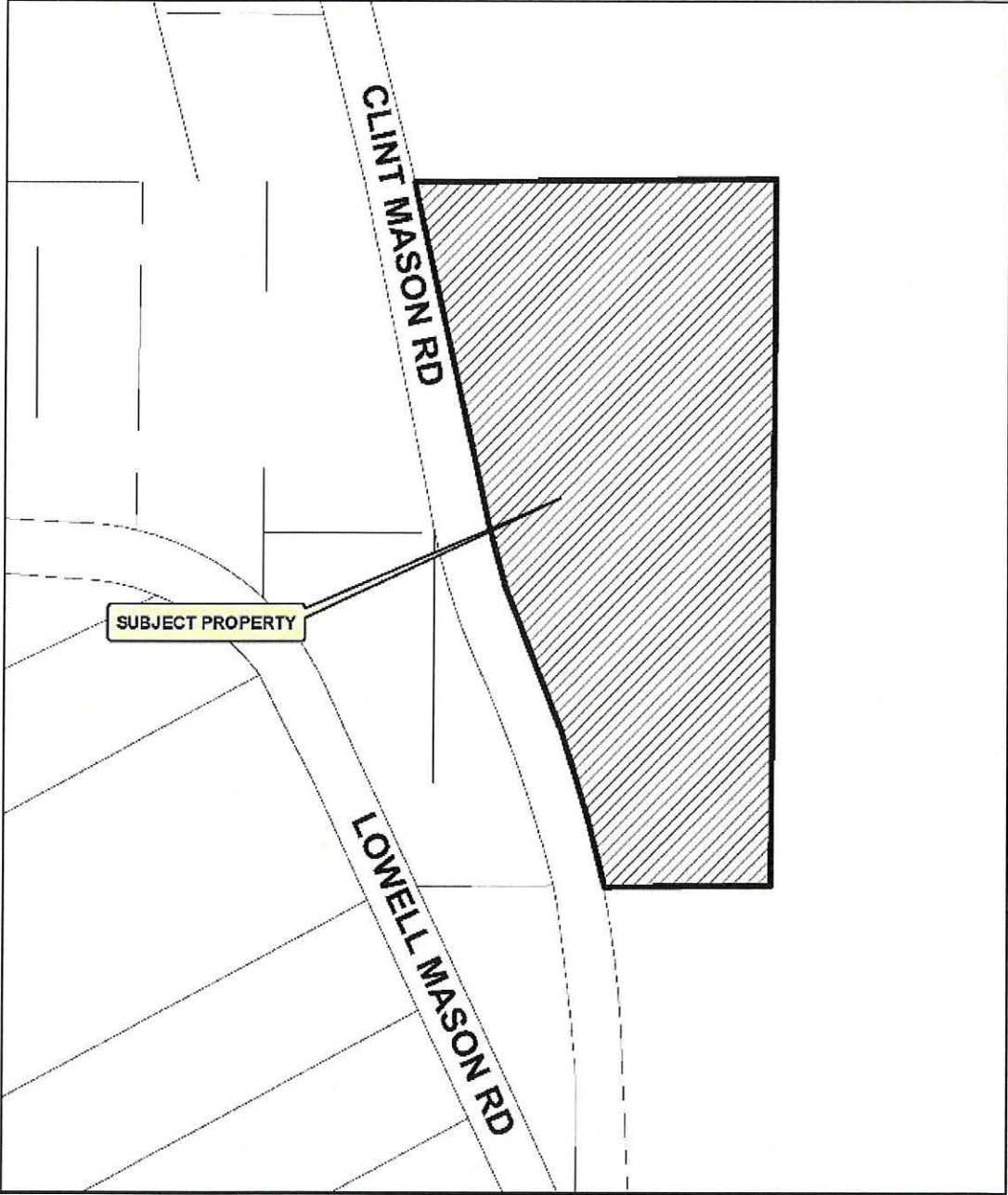
J.D. Peacock II
Clerk of Circuit Court

APPROVED AS TO FORM:

Lynn M. Hoshihara
County Attorney

**Attachment
A**

18-3N-22-0000-0001-0010



ORDINANCE 24 - ____

AN ORDINANCE AMENDING THE OKALOOSA COUNTY LAND DEVELOPMENT CODE, ORDINANCE 91-01, AS AMENDED, CHANGING THE ZONING PARCEL 18-3N-22-0000-0005-0010 FROM AGRICULTURE (AA) TO RESIDENTIAL-1 (R-1); SAID PARCEL LOCATED AS SHOWN ON ATTACHMENT A; REPEALING ALL ORDINANCES OR PROVISIONS THEREOF IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Okaloosa County is a political subdivision of the State of Florida to which Chapter 125 of the Florida Statutes grants broad authority and provides for the adoption of ordinances to provide for self-governance: and

WHEREAS, Chapter 163 of the Florida Statutes requires that all local governments adopt and maintain comprehensive plans to manage growth within their jurisdictions, consisting of several elements as well as a map depicting the future uses of land throughout the jurisdiction and requiring the adoption of land development regulations to regulate growth and development; and

WHEREAS, Okaloosa County adopted, and has from time to time amended, Ordinance 91-01 that establishes the Okaloosa County Land Development Code as required by Chapter 163 of the Florida Statutes to implement the Comprehensive Plan; and

WHEREAS, Chapter 2 of the Okaloosa County Land Development Code establishes the various zoning districts and includes maps depicting locations of the various zoning districts throughout the County; and

WHEREAS, Chapter 125 of the Florida Statutes establishes the authority and procedure by which a County may amend the zoning applied to properties; and

WHEREAS, the Board of County Commissioners Finds that it is necessary and in the public interest to amend the Okaloosa County Land Development Code to change the zoning of parcel 18-3N-22-0000-0005-0010. as provided herein.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA:

Section 1. This ordinance shall be referred to as the 548615-BCC-2024 Rezoning changing the Zoning designation of a certain parcels of real property owned by David Cohen, Property Id

Number 18-3N-22-0000-0005-0010, more particularly depicted as shown on Attachment A attached hereto.

Section 2. The Okaloosa County Zoning Map is hereby amended to change the designation of the parcels of real property as shown in Attachment A attached hereto from Agriculture (AA) to Residential-1 (R-1).

Section 3. This ordinance does hereby repeal any ordinances, or portions thereof, in conflict herewith.

Section 4. Should any word, phrase, sentence, section, subsection, or other provision of this Ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then the part so held shall be severed from this Ordinance and the remainder of this Ordinance shall remain in full force and effect.

Section 5. The effective date of the Future Land Use Map amendment authorized by this Ordinance shall be as provided in section 163.3187, Florida Statutes.

PASSED AND DULY ADOPTED in this ___ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

Paul Mixon, Chairman

ATTEST:

J.D. Peacock II
Clerk of Circuit Court

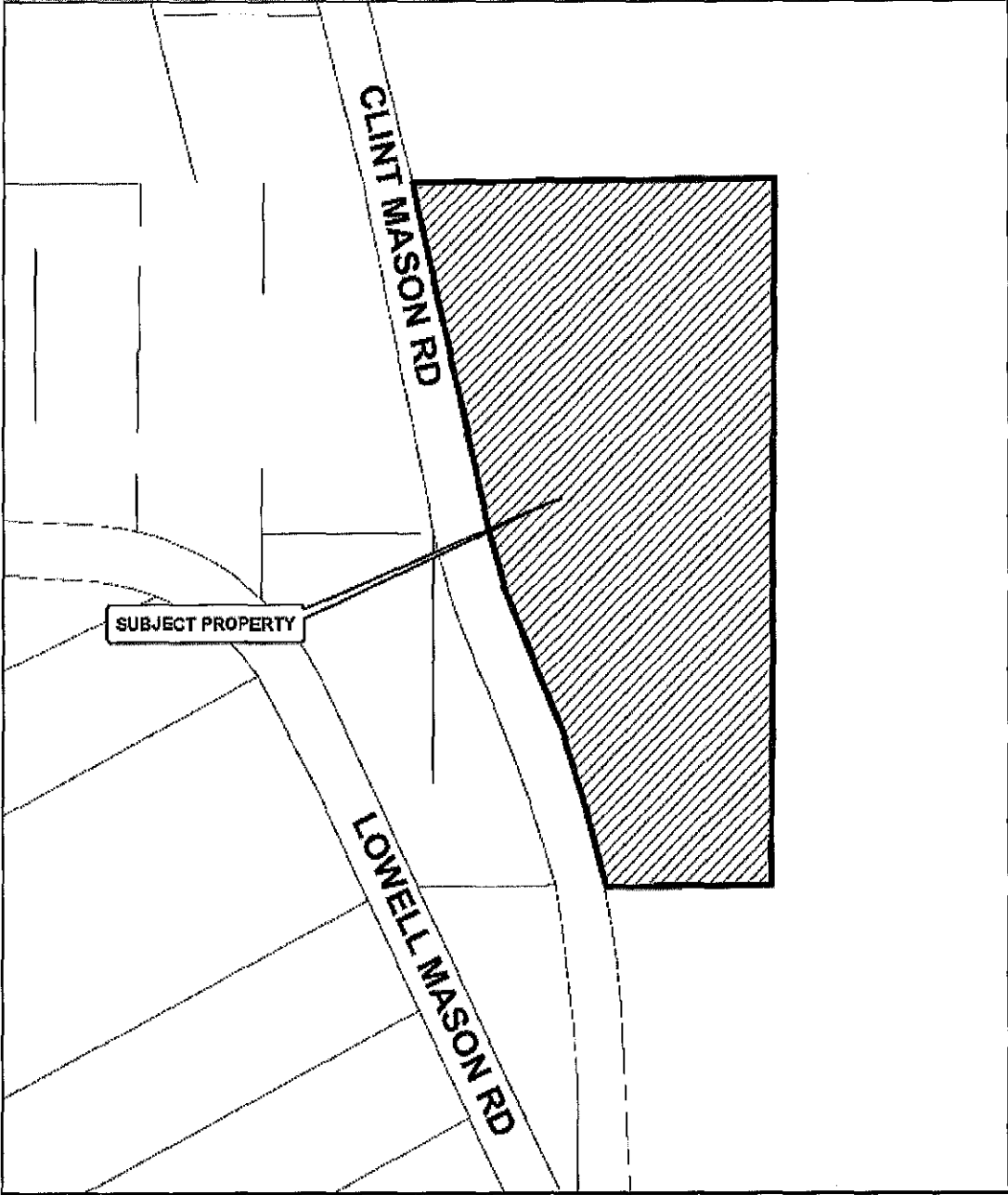
APPROVED AS TO FORM:

Lynn M. Hoshihara
County Attorney

Attachment

A

18-3N-22-0000-0001-0010



ORDINANCE 24 - ____

AN ORDINANCE AMENDING THE OKALOOSA COUNTY LAND DEVELOPMENT CODE, ORDINANCE NO. 91-01, AS AMENDED, AMENDING SECTION 3.10.00, 605-ACRE HIGHWAY 90 OVERLAY DISTRICT; AMENDING THE SHORT TITLE TO 611-ACRE HIGHWAY 90 OVERLAY DISTRICT; AMENDING ACREAGE FROM 605 ACRES TO 611 ACRES; AMENDING MAXIMUM NUMBER OF DWELLING UNITS FROM 1,200 TO 1,222; PROVIDING FOR APPLICABILITY; PROVIDING FOR THE REPEAL OF ALL ORDINANCES, OR PORTIONS THEREOF, IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF OKALOOSA COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Okaloosa County is a political subdivision of the State of Florida to which Chapter 125 of the Florida Statutes grants broad authority and provides for the adoption of ordinances to provide for self-governance;

WHEREAS, Okaloosa County adopted and has from time to time amended Ordinance 91-01 which establishes the Okaloosa County Land Development Code that includes, among other things, Chapter 3 which establishes certain overlay zones used to impose special development or use restrictions on identified areas for the development of property in furtherance of the Okaloosa County Comprehensive Plan; and

WHEREAS, Eglin Air Force Base and the military missions conducted on the Eglin Reservation are critical not only to the national defense, but also to the prosperity of Okaloosa County, providing thousands of jobs that form a substantial part of the County's economic productivity; and

WHEREAS, as identified in the Eglin Joint Land Use Study and the Eglin Growth Management Plan, properly managing the encroachment of development and light into the airspace over and around the Eglin Reservation is critical to maintaining the viability of current missions, and to successfully attracting additional missions in the future; and

WHEREAS, special development restrictions are not only essential to the health and safety of the public, it also integral to the County's economy, enabling commerce, industry, and myriad other pursuits that contribute to the productivity of the citizens; and

WHEREAS, it is therefore necessary and in the public interest to enact an overlay zone to impose special development restrictions on the area identified within the County's Land Development Code to ensure that the Eglin Air Force Base and the missions conducted on the Eglin Reservation are protected from increased residential development and unnecessary light intrusion while allowing appropriate development as needed for public health and safety as well as economic prosperity

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA:

Section 1. Chapter 3, Overlay Zones, of the Okaloosa County Land Development Code, Ordinance 91-01, as amended, is hereby amended and revised to amend Section 3.10.00, 605-Acre Highway 90 Overlay District, as shown in Attachment A.

Section 2. It is intention of the Board of County Commissioners that the provisions of Attachment A shall be included in the Code of Ordinances of Okaloosa County, Florida, and that any renumbering of the various sections is hereby authorized as necessary to achieve this directive.

Section 3. This Ordinance shall become effective as provided by law, and does hereby repeal any ordinances, or provisions thereof, in conflict herewith. Should any word, phrase, sentence, subsection, section or other part of this Ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional then the part so held shall be severed from this Ordinance and the remainder of this Ordinance shall remain in full force and effect.

PASSED AND DULY ADOPTED in this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
OF OKALOOSA COUNTY, FLORIDA

Paul Mixon, Chairman

ATTEST:

ATTACHMENT A

SECTION 3.10.00 - ~~605611~~-ACRE HIGHWAY 90 OVERLAY DISTRICT

3.10.01 Purpose: The purpose of this section is to implement and put into regulatory effect specific development related requirements that will apply to a ~~605611~~-acre parcel, located along the north side of Highway 90 and consisting of Parcel ID Numbers: 17-3N-22-0000-0005-0160, ~~and 18-3N-22-0000-0001-0000, and 18-3N-22-0000-0005-0010~~. The ~~605611~~-acre parcel is located within the Eglin Air Force Base (AFB) Low Level Flight Corridor.

3.10.02 Application: The following restrictions are hereby established for the 605-Acre Parcel as follows.

- 1) The property shall be limited to ~~1,200~~1,222 residential dwelling units.
- 2) Residential height shall be limited to a maximum of 35 feet and non-residential uses such as communication structures, and electric utility transmission facilities shall be limited to a maximum height of 150 feet.
- 3) At the time of a subdivision of the any portion of the ~~605611~~-acre parcel the land owner or developer shall provide a disclosure to its purchasers, both in the contract of sale and in the recorded covenants, which describes that the property is located within of the Eglin Air Force Base Low Level Flight Corridor and the significance of the Corridor and notifies the customers that resulting affects from potential noise and vibration from the operations of Eglin Air Force Base may affect their enjoyment of the property. This disclosure will also detail any possible radio frequency interference. The disclosure form and subdivision covenants and restrictions shall be provided to the County prior to issuance of the final subdivision plat and shall be recorded in the official records of Okaloosa County, Florida no later than 60 days following final plat approval.
- 4) The landowner or developer shall coordinate with Okaloosa County and Eglin Air Force Base the construction of any communications towers and any other communications facilities that may adversely impact the operations of the Eglin AFB.
- 5) The property shall be developed and required to utilized and maintain Dark Sky Lighting requirements for all outdoor lighting fixtures. The Dark Sky Lighting requirements will be a condition of each development order. The proposed Dark Sky Lighting plan shall be submitted at the development order stage and shall be coordinated and reviewed by Eglin Air Force Base prior to approval.
- 6) All subdivision plats within the overlay district shall be subject to and contain the following language:

No use of land, water, or airspace within the Overlay shall:

- a) Create electrical interference between Eglin AFB/Reservation and aircraft, missiles or any other associated military or civilian activities.
 - b) Create glare, artificial light, smoke or dust, or reflect light in such a way that may impair pilot visibility at any time.
 - c) Create forage or nesting environments that increase the potential for bird/wildlife aircraft strike hazards within Eglin AFB critical approaches.
 - d) Endanger or interfere with the landing, departure or maneuvering of aircraft using Eglin AFB/Reservation.
- 7) Any proposal or request to amend the density, height, lighting restrictions or standards listed in this overlay shall be provided and coordinated through Okaloosa County Growth Management for Eglin AFB compatibility review.



PLANNING | DESIGN | DEVELOPMENT

April 5, 2024

Mr. Randy Woodruff, AICP
Planning Manager
Okaloosa County Planning Division
Crestview Planning Office
812 E. James Lee Boulevard
Crestview, Florida 33536

Re: Proposed 6.33-Acre +/- Small Scale Future Land Use Map and Text Amendment Application and Rezoning

Dear Mr. Woodruff:

I, Raymond W. Greer, as agent for the landowner, David Cohen Revocable Trust, petition the County for a Small Scale Future Land Use Map and Text Amendment and Rezoning change submitted for the subject property. The proposed Small Scale Future Land Use Map and Text Amendment and Rezoning request will change 6.33 acres from the Rural Residential and Agriculture Future Land Use category to the Low-Density Residential Future Land Use Category. This change will allow residential development to occur in an area that is ideally suited for it.

The property subject to the Small Scale Future Land Use Map and Text Amendment and Rezoning Application is located on the east side of Clint Mason Road and on the north side of US Highway 90 and is comprised of Okaloosa County Property Appraiser Parcel Identification Number 18-3-22-0000-0005-0000.

If you have any questions or need additional information, please do not hesitate to give me a call at (850) 545-6503 or contact me by email at rgreer@designwestgroupeng.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Raymond W. Greer", with a stylized flourish at the end.

Raymond W. Greer, AICP
2910 Kerry Forest Parkway
Suite D4-126
Tallahassee, Florida 32309

2910 Kerry Forest Parkway, Suite D4-126, Tallahassee, Florida 32309
(850) 545-6503

"Plan and Design Anything, Anywhere"

**OKALOOSA COUNTY
COMPREHENSIVE PLAN
SMALL SCALE FUTURE LAND USE MAP
AMENDMENT APPLICATION**

Prepared For:

David Cohen Revocable Trust
130 Broad Reach Road
Weymouth, Massachusetts, 02191

April 2024

CONTACT INFORMATION

Raymond W. Greer, AICP
Project Manager, DesignWest Group
2910 Kerry Forest Parkway
Suite D-4 126
Tallahassee, Florida 32309
Phone: 850.545.6503

Table of Contents

- I. General Information**
- II. Type of Request**
 - A. Map Amendment
- III. Description of Property / Adjacent Uses**
- IV. Natural Resources / Features of Subject Property**
 - A. Site Description
 - B. Soils
 - C. Floodplains
 - D. Wetlands
 - E. Listed Wildlife Species
 - F. Historic and Cultural Resources
- V. Public Facilities and Services**
 - A. Potable Water
 - B. Sanitary Sewer
 - C. Solid Waste
 - D. Stormwater
 - E. Transportation
- VI. Urban Sprawl Analysis and Justification**
- VII. Consistency Analysis and Justification**
- VII. Maps**
 - Location Map
 - Adopted Future Land Use Map
 - Proposed Future Land Use Map
 - Adopted Zoning Map
 - Proposed Zoning Map
 - Soil Classifications
 - Floodplains
 - Wetlands

Tables

Table 1	Existing and Proposed Future Land Use Classifications
Table 2	Subject Site and Adjacent Property Land Uses
Table 3	Soil Types
Table 5	Existing and Proposed Development Realistic Scenario
Table 6	Potable Water Capacity Analysis
Table 7	Sanitary Sewer Capacity Analysis
Table 8	Solid Waste Generation Analysis

Appendices

Appendix A – Transportation Analysis
Appendix B – Okaloosa County Application
Appendix C – Agent Letter
Appendix D – Property Deed
Appendix E - Survey

I. General Information

Parcel Identification Number:

18-3N-22-0000-0005-0000

Acreage:

6.33 acres +/-

Existing Future Land Use:

Agriculture

Proposed Future Land Use:

Low Density Residential

The application package contains a proposed amendment to Okaloosa County Comprehensive Plan Future Land Use Map. The amendment proposes to change a total of 6.33 acres from the Agriculture land use category to the Low Density Residential land use category on the Okaloosa County Future Land Use Map. The amendment area is located north of U.S. 90 to the east of Clint Mason Road. The Location Map is included in Section VIII.

II. Type of Request

A. Map Amendment

The request is for an amendment to Okaloosa County’s Future Land Use Map for a site consisting of approximately 6.33 acres. The site is part of a larger 8.94 acres parcel. The site currently has an Agriculture land use designation. This request is to redesignate the site as Low Density Residential. The Existing Future Land Use Map and the Proposed Future Land Use Map are included in Section VIII. Table 1 identifies the total acreage, and the existing and proposed land uses for the amendment area.

Table 1: Existing and Proposed Future Land Use Classifications

Future Land Use Categories within the Proposed Amendment Area	Acres		
	Existing	Proposed	Change
Agriculture	6.33	0	-6.33
Low Density Residential	0	6.33	+6.33
Total	6.33	6.33	0

III. Description of Property / Adjacent Uses

The subject site is approximately 6.33 acres consisting of an Agriculture land use on the Okaloosa County Future Land Use Map. The zoning designation of the site is also Agriculture. Refer to Appendix VIII for the Adopted Future Land Use and Adopted Zoning maps.

The subject property is vacant and adjacent to largely vacant tracts to the north, south, and east that are designated as Low Density Residential Future Land Use and Zoning. The surrounding property to the west contains single family development on Agriculturally-designated land. These land uses are shown on the Adopted Future Land Use Map in Section VIII and are listed in Table 2, below.

Table 2: Subject Site and Adjacent Property Land Uses

	Future Land Use Designations	Zoning Districts
Subject Property	Agriculture	Agriculture
North	Low Density Residential	Low Density Residential
South	Low Density Residential	Low Density Residential
East	Low Density Residential	Low Density Residential
West	Agriculture	Agriculture

Source: Okaloosa County GIS Department (April 2024)

IV. Natural Resources / Features of Subject Property

A. Site Description

The proposed amendment site is located on the north side of U.S. 90, to the east of Clint Mason Road in unincorporated Okaloosa County. Access to the site will be from Clint Mason Road. The Location Map is included in Section VIII. The project site terrain ranges are relatively flat with an elevation of approximately 171 feet.

B. Soils

The subject property has two soil types on the property as identified on the Soils Classification Map in Section VIII and Table 4. A description of the soil type is listed below.

Table 3: Soil Types

Soil Map Unit Symbol	Soil Unit Composite Name	Acres
12	LAKELAND SAND, 0 TO 5 PERCENT SLOPES	6.17
25	TROUP SAND, 8 TO 12 PERCENT SLOPES	0.16

Source: Okaloosa County GIS Department (April 2024)

Lakeland Sands – This nearly level or gently sloping, excessively drained soil is on broad ridgetops in the uplands. Slopes are dominantly less than 5 percent.

Troup Sands – This nearly level to sloping soils are well drained found on ridgetops in the uplands. Individual areas for Troup sand 8-12 percent slope are about 20 to 100 acres in size.

C. Floodplains

The entirety of the 6.33-acre amendment area is outside of the 0.2% chance annual flood for additional information regarding flood zone locations occurring near the subject site, please reference the FEMA Flood Zones Map in Section VIII.

D. Wetlands

As demonstrated on the Wetlands Map in Section VIII, there are no wetlands on the proposed amendment site. Please reference the Wetlands Map in Section VIII.

E. Listed Wildlife Species

The area may support a variety of wildlife species. These may include Florida pine snakes, gopher tortoises, gopher frogs, Sherman’s fox squirrel, and potential habitat for the Florida Black Bear. Policies

4.1 and 7.1 of Section 2.10 the Conservation Element in the Okaloosa County Comprehensive Plan addresses state threatened or endangered wildlife habitat. The applicant will perform all habitat analysis at the development stage.

F. Historic and Cultural Resources

The applicant has requested preliminary cultural and archaeological resource information from the Florida Master Site File (FMSF), Division of Historical Resources.

V. Public Facilities and Services

The public facilities analysis is based on a maximum development scenario, which evaluates the worst-case scenario. Proposed land uses were evaluated as if the maximum amount of development allowed would ultimately be built-out.

Table 4: Existing and Proposed Development Scenario

Scenario	Land Use Designation	Maximum Allowed Density	Size of Development	
			Acres	Maximum Allowed Development
Existing	Agriculture	1 du / 10 acres	6.33	1
Proposed	Low Density Residential	4 du / 1 acres	6.33	12 ¹

1. Density limited to 2 units per acre by a sub-area policy.

Based on the development proposal shown in the above table, which assumes all of the proposed development occurs at the maximum density allowed, the proposed land use change will result in a net increase of 12 dwelling units.

The following analysis is based upon the availability of, and actual and anticipated demand on, facilities and services serving or proposed to serve the subject property. The analysis evaluates the effect of the demands on the level of service standards adopted within the Okaloosa County Comprehensive Plan and identifies any anticipated facility improvements. Facilities and services include potable water, sanitary sewer, solid waste, and transportation.

A. Potable Water

The central water service provider for the amendment site is Auburn Water Services. The permitted capacity for Auburn Water Service is 6,537,000 gallons per day (gpd). Flow rates obtained from Auburn Water Service indicate that the facility is currently running at approximately 2,100,000 gpd. A conservative two-percent growth rate was used to project future water demand created throughout through the year 2034.

Okaloosa County has adopted a Level of Service (LOS) standard for potable water of 100 gallons per capita per day for residential uses. The average household size for Okaloosa County based on the 2023 American Community Survey data is 2.48 persons per household.

As Table 5 shows, the facility will have adequate capacity to absorb the increase in potable water demand.

Table 5: Potable Water Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2024	6,537,000	2,100,000	3,240	2,103,240	32%
2029	6,537,000	2,184,000	3,240	2,187,240	33%
2034	6,537,000	2,271,360	3,240	2,274,600	35%

Source: Auburn Water Services, INC.

B. Sanitary Sewer

Development proposed at the amendment site would send their wastewater to the Jerry D. Mitchem Reclamation Facility. The Jerry D. Mitchem Reclamation Facility has permitted capacity for 1,000,000 gpd. Flow rates obtained from the Okaloosa County indicate that the facility is currently running at approximately 130,000 gpd.

A conservative two-percent growth rate was used to project future water demand created throughout through the year 2034. Okaloosa County has adopted a Level of Service (LOS) standard for sanitary sewer of 100 gallons per capital per day for residential uses. The average household size for Okaloosa County based on the 2023 American Community Survey data is 2.48 persons per household. As Table 6 shows, the facility will have adequate capacity to absorb the increase in wastewater demand.

Table 6: Sanitary Sewer Capacity Analysis

Year	Permitted Capacity (gpd)	Average Demand (gpd)	Project Demand (gpd)	Total Demand (gpd)	Percent Utilized
2024	1,000,000	130,000	3,240	133,420	13%
2029	1,000,000	132,600	3,240	135,840	14%
2034	1,000,000	135,252	3,240	138,492	14%

Source: Okaloosa County

C. Transportation

The impact of the land use change and rezone, resulting in a maximum development potential of 13 residential dwelling units, was evaluated for the five-year short-term planning horizon and the long-range 2045 horizon year. The land use change and rezoning is estimated to generate 15 PM peak-hour two-way trip ends.

As the capacity analysis documented in this report indicates, US 90 within the study area is currently operating and is anticipated to continue to operate at level-of-service D, below the

adopted level-of-service target of C, through the 2045 horizon year. The development intensity proposed as part of the land use change and rezone will not create any additional roadway deficiencies within the short-term or long-range planning horizons. The level-of-service D operating conditions of US 90 within the study area occur with or without the proposed land use change and rezone. Please reference Appendix A for the Transportation Analysis.

D. Stormwater

Okaloosa County has adopted Level of Service (LOS) standards within the Comprehensive Plan that apply to water quantity and water quality for evaluating impacts associated with developments. The LOS standards for water quantity indicate that post-development runoff shall be no greater than predevelopment runoff.

Okaloosa County's LOS standards for water quality are as follows:

The LOS standards for stormwater management shall be:

- a. Single-Family Detached Residential Subdivisions: Post development runoff shall not exceed the pre-development runoff rate for a twenty-five (25)-year storm event, up to and including an event with a twenty-four (24)-hour duration;
- b. All Other Development: The first one (1) inch of runoff from the property shall be retained on the site of the development and post development runoff shall not exceed the pre-development runoff rate for a twenty-five (25)-year storm event, up to and including an event with a twenty-four (24)-hour duration; and
- c. A "pop off" shall be provided for stormwater runoff beyond the above requirements. The developers must provide a pop off to an outfall with adequate capacity to handle additional stormwater runoff and must document that the pop off to the outfall has been authorized by the owner of the outfall system. If no pop off is available, the stormwater storage facility shall be designed with a minimum capacity to retain a storm event of one hundred (100)-year frequency up to and including a twenty-four (24)-hour duration for post development.

E. Solid Waste

Okaloosa County maintains a franchise agreement with Waste Management for household trash, recyclables, and yard waste at curbside disposal in the unincorporated areas of the county. The County adopted a residential level of service standard for solid waste of 6 pounds per person per day (PPPPD).

Table 7: Solid Waste Generation Analysis

Year	Number of Dwelling Units	Number of residents	Level of Service	Total Demand
2034	13	32	6 (PPPPD)	192 (PPPPD)

VI. Urban Sprawl Analysis and Justification

Chapter 163.3177(6)(9)(a), Florida Statutes, provides a thirteen-point list of indicators to help in the evaluation of whether a proposed Future Land Use change would constitute urban sprawl. An analysis of the thirteen points as applied to the Okaloosa County Comprehensive Plan amendment is provided below:

163.3177(6)(9)(a)(I): Promotes, allows or designates for development of substantial areas of the jurisdiction to develop as low-intensity, low density, or single-use development or uses in excess of demonstrated need.

The proposed amendment would allow for a 6.33-acre site to be developed as low-intensity, low density, single use development to meet the need for additional housing units, consistent with the land uses in place to the north, east, and south. Therefore, the proposed amendments do not promote, allow or designate for development of substantial areas of the jurisdiction to develop as low-intensity, low density, or single-use development in excess of demonstrated need.

163.3177(6)(9)(a)(II): Promotes, allows or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development.

The proposed amendment does not promote, allow or designate significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while leaping over undeveloped lands which are available and suitable for development. The proposed amendment is located within unincorporated Okaloosa County adjacent to uses that are the same as the proposed land use, Low Density Residential.

163.3177(6)(9)(a)(III): Promotes, allows or designates urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban development.

The proposed amendment does not promote, allow, or designate urban development in radial, strip, isolated or ribbon patterns generally emanating from existing urban development.

163.3177(6)(9)(a)(IV): As a result of premature or poorly planned conversion of rural land or other uses, fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.

The proposed amendment does not fail to adequately protect and conserve natural resources. There are no wetlands or floodplains on the subject site. The proposed development area falls outside of the River Protection Zone.

163.3177(6)(9)(a)(V): Fails adequately to protect adjacent agricultural areas and activities, including silviculture, and including active agricultural and silvicultural activities as well as passive agricultural activities and dormant, unique and prime farmlands and soils.

The proposed amendment does not fail to adequately protect adjacent agricultural areas and activities, including silviculture. The property is surrounded on three sides by land designated as Low Density Residential. Other uses adjacent to the site include single family development on agriculturally designated land.

163.3177(6)(9)(a)(VI): Fails to maximize use of existing public facilities and services.

The existing area will provide access to use central water and sewer service.

163.3177(6)(9)(a)(VII): Fails to maximize use of future public facilities and services.

The proposed amendment provides higher density residential development that will connect to central water and sewer facilities, thus limiting nitrate loading from septic tanks. Increased density and clustering provides for the cost-efficient delivery of public facilities and services. Therefore, the proposed amendment will not fail to maximize future public facilities and services.

163.3177(6)(9)(a)(VIII): Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.

The proposed map amendment does not allow for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services. The proposed amendment is located adjacent to land designated as Low Density Residential.

163.3177(6)(9)(a)(IX): Fails to provide clear separation between rural and urban uses.

. The property is surrounded on three sides by land designated as Low Density Residential. Other uses adjacent to the site include single family development on agriculturally designated land.

163.3177(6)(9)(a)(X): Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.

The proposed amendment is adjacent to land designated as Low Density Residential and is adjacent to single-family development on Agriculturally designated land. Changing the use on his property will make it consistent with the development surrounding it, and could be considered infill development. Therefore, the proposed amendment does not discourage or inhibit infill development or the redevelopment of existing neighborhoods and communities.

163.3177(6)(9)(a)(XI): Fails to encourage an attractive and functional mix of uses.

The proposed amendment provides a residential use that will help encourage an attractive and functional mix of uses. It is located near to existing areas currently zoned for Mixed Use, Industrial, and Residential uses. Therefore, the proposed amendment does not fail to encourage an attractive and functional mix of uses.

163.3177(6)(9)(a)(XII): Results in poor accessibility among linked or related land uses.

The proposed map amendment does not result in poor accessibility among linked or related land uses. The proposed amendment area is located near U.S. 90. There are other areas zoned Low Density Residential to the north, east, and south of the proposed amendment. With the growing city of Crestview less than three miles to the west, the site is accessible to linked and related land uses.

163.3177(6)(9)(a)(XIII): Results in loss of significant amounts of functional open space.

The proposed amendment will not result in the loss of significant amounts of functional open space.

In addition to 163.3177(6)(9)(a), F.S., Chapter 163.3177(6)(9)(b) of the Florida Statutes provides an eight-point list of development patterns and urban forms. If the proposed amendment incorporates four or more of the development patterns or urban forms, it is determined to discourage the proliferation of urban sprawl. The four patterns and/or forms that best describes the proposed amendment are listed below.

163.3177(6)(9)(b)(I): Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The proposed amendment does not have an adverse impact on natural resources and ecosystems; there are no environmentally sensitive areas on the site.

163.3177(6)(9)(b)(II): Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed map amendment will not affect the efficient and cost-effective extension of public infrastructure and services.

163.3177(6)(9)(b)(V): Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

As mentioned above, the property is surrounded on three sides by land designated as Low Density Residential. Its other side is developed with residential uses on agriculturally-designated land. It is not actively being used as agriculture property. Map No. 5A in the Comprehensive Plan Planning Characteristics does not designate this property as Prime Farm Lands.

163.3177(6)(9)(b)(VII): Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

The proposed amendment will not affect the area need for non-residential uses and will help support non-residential uses.

VII. Consistency Analysis and Justification

The proposed FLUM amendment is consistent with the Future Land Use Element and other affected elements of the Okaloosa County Comprehensive Plan. The following is a specific description of how the proposed FLUM amendment is consistent with the significant subject areas of the Future Land Use, Stormwater, Conservation, Recreation and Open Space, and the Capital Improvements Element of the Okaloosa County Comprehensive Plan:

Policy 9.2

In the evaluation of proposed land use amendments for land in the “agricultural” or “rural residential” categories, the application shall demonstrate the following:

- a. the need for such land use amendment;
- b. the amendment will not result in urban sprawl;
- c. a functional relationship of the proposed amendment to other more densely or intensely designated or development lands;
- d. the availability of facilities and services for a more dense or intense land use; and e. the relationship of the proposed amendment site to the urban development area boundary

Development of the proposed amendment area meets all four of those criteria. This amendment shows that there is a need and that the location near U.S. 90, close to existing industrial and mixed use future land uses indicates that this proposal is not urban sprawl. It has a functional relationship to other similar properties adjacent to the site with the same land use and will not extend facilities and services outside of functional areas.

Policy 9.4

Land use plan amendments will not alter the boundaries of the various water and sewer service areas, as depicted on the Water and Sewer Service Area Map, unless such alteration is pursuant to a currently existing or subsequently entered into written agreement, entered into between the County, a municipality or some other water and sewer service provider, which governs such boundary change.

Development of the proposed amendment area will adhere to the above requirement. The proposed amendment is located in the Auburn area on the Water Service Area Map in the Future Land Use Element of the Okaloosa County Comprehensive Plan.

Objective 14

Insofar as possible implement the recommendations presented in the Eglin Air Force Base Joint Land Use Study (JLUS) through a combination of amendments to this Plan, revisions to the Land Development Code (LDC), and any other codes as considered necessary.

Development of the proposed amendment area will adhere to the above requirement. The proposed amendment is compatible with Eglin Air Force Base and its mission.

STORMWATER ELEMENT

Policy 2.3

The LOS standards for stormwater management shall be: a. Single-Family Detached Residential Subdivisions: Post development runoff shall not exceed the pre-development runoff rate for a twenty-five (25)-year storm event, up to and including an event with a twenty-four (24)-hour duration; b. All Other Development: The first one (1) inch of runoff from the property shall be retained on the site of the development and post development runoff shall not exceed the pre-development runoff rate for a twenty-five (25)-year storm event, up to and including an event with a twenty-four (24)-hour duration; and c. A "pop off" shall be provided for stormwater runoff beyond the above requirements. The developers must provide a pop off to an outfall with adequate capacity to handle additional stormwater runoff and must document that the pop off to the outfall has been authorized by the owner of the outfall system. If no pop off is available the stormwater storage facility shall be designed with a minimum capacity to retain a storm event of one hundred (100)-year frequency up to and including a twenty-four (24)-hour duration for post development.

Development of the proposed amendment area will adhere to the above stormwater management guidelines and principles.

CONSERVATION ELEMENT

Policy 4.1

No development order or permit shall be approved if construction pursuant to the permit would threaten the life or habitat of any species listed on the Federal Endangered Species Inventory or any species designated "threatened" or "species of special concern" either by the State or Federal governments.

Development of the proposed amendment area will adhere to the above language regarding threatened and endangered species prior to getting any type of development approval.

RECREATION AND OPEN SPACE ELEMENT

Policy 3.4

In addition to open space provided through natural reservations, protected environmental lands, and stormwater management areas, the County shall ensure open space through

regulations in the Land Development Code which shall contain requirements for open space in developments by use of landscape and setback regulations.

Development will only be permitted that ensures compatible amounts of open space.

CAPITAL IMPROVEMENTS ELEMENT

Objective 5

Okaloosa County shall take specific action to coordinate the use of unincorporated land with capital expenditures scheduled within the Comprehensive Plan Elements in order to accommodate future anticipated population.

A complete public facilities analysis is included in Section VI of this report. Any impacts above the adopted level of service standards will be mitigated when the property is proposed for development.

VIII. Maps

Location Map
Adopted Future Land Use Map
Proposed Future Land Use Map
Adopted Zoning Map
Proposed Zoning Map
Soil Classifications
Floodplains
Wetlands

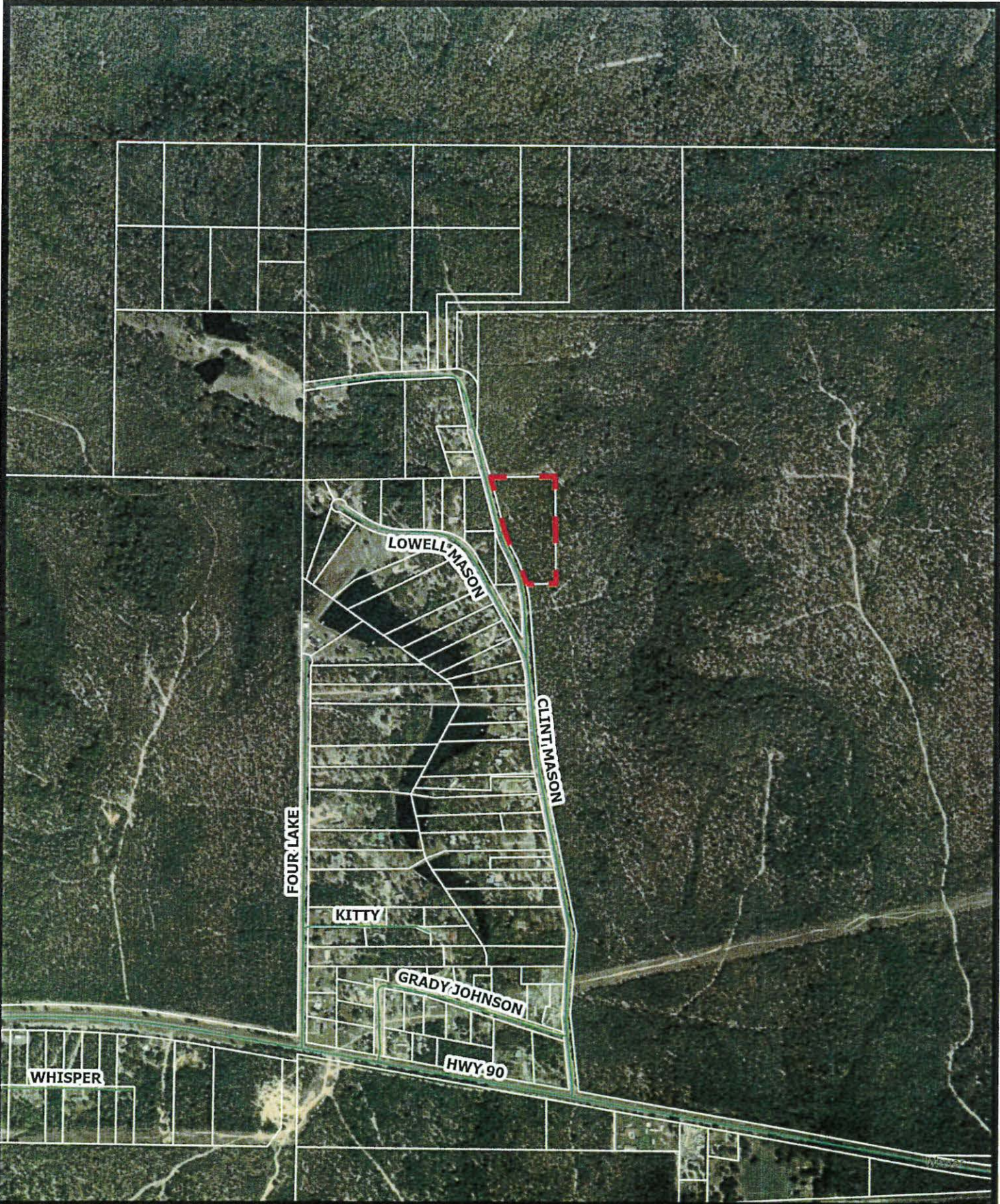
Appendix A
Transportation Analysis

Appendix B
Okaloosa County Land Use Change Application

Appendix C
Agent Letter

Appendix D
Deed

Appendix E
Survey



Okaloosa County Location Map

April 2024



FOUR LAKE

CLINT MASON

LOWELL MASON

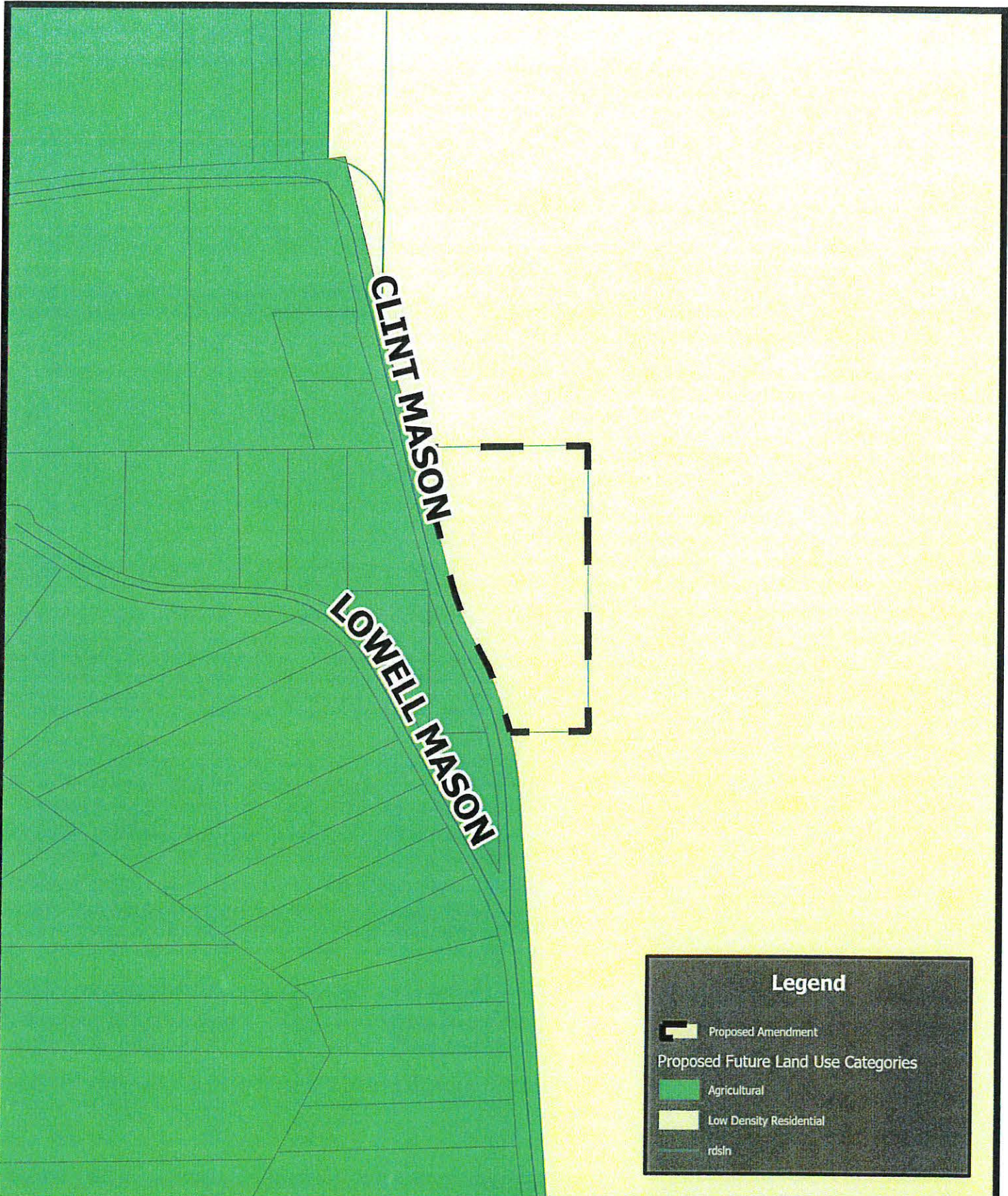
Legend

-  Proposed Amendment
- Future Land Use Category**
-  Agricultural
-  Low Density Residential

Okaloosa County Future Land Use Map

April 2024

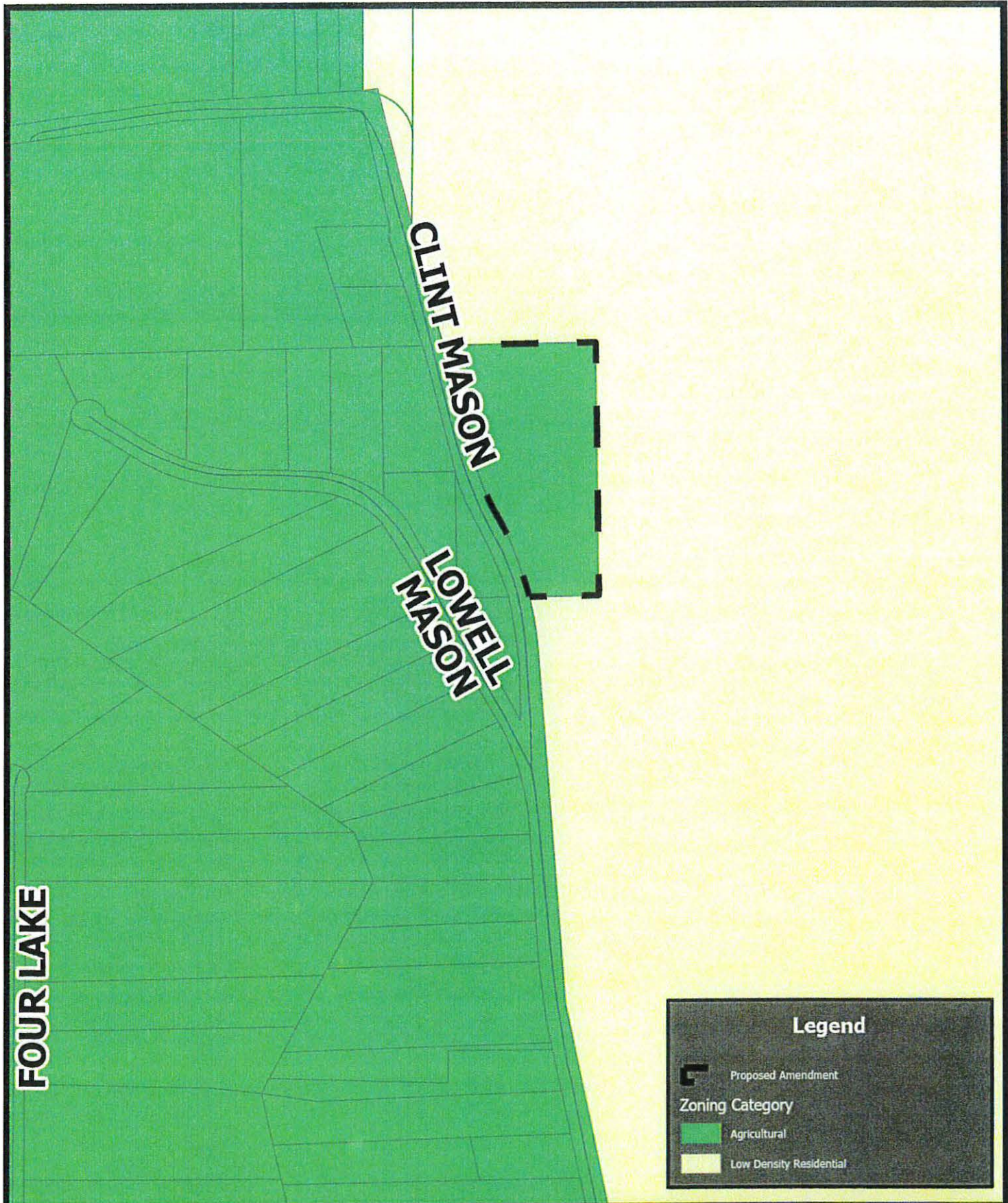




Okaloosa County Proposed Future Land Use Map

April 2024





FOUR LAKE

CLINT MASON

LOWELL MASON

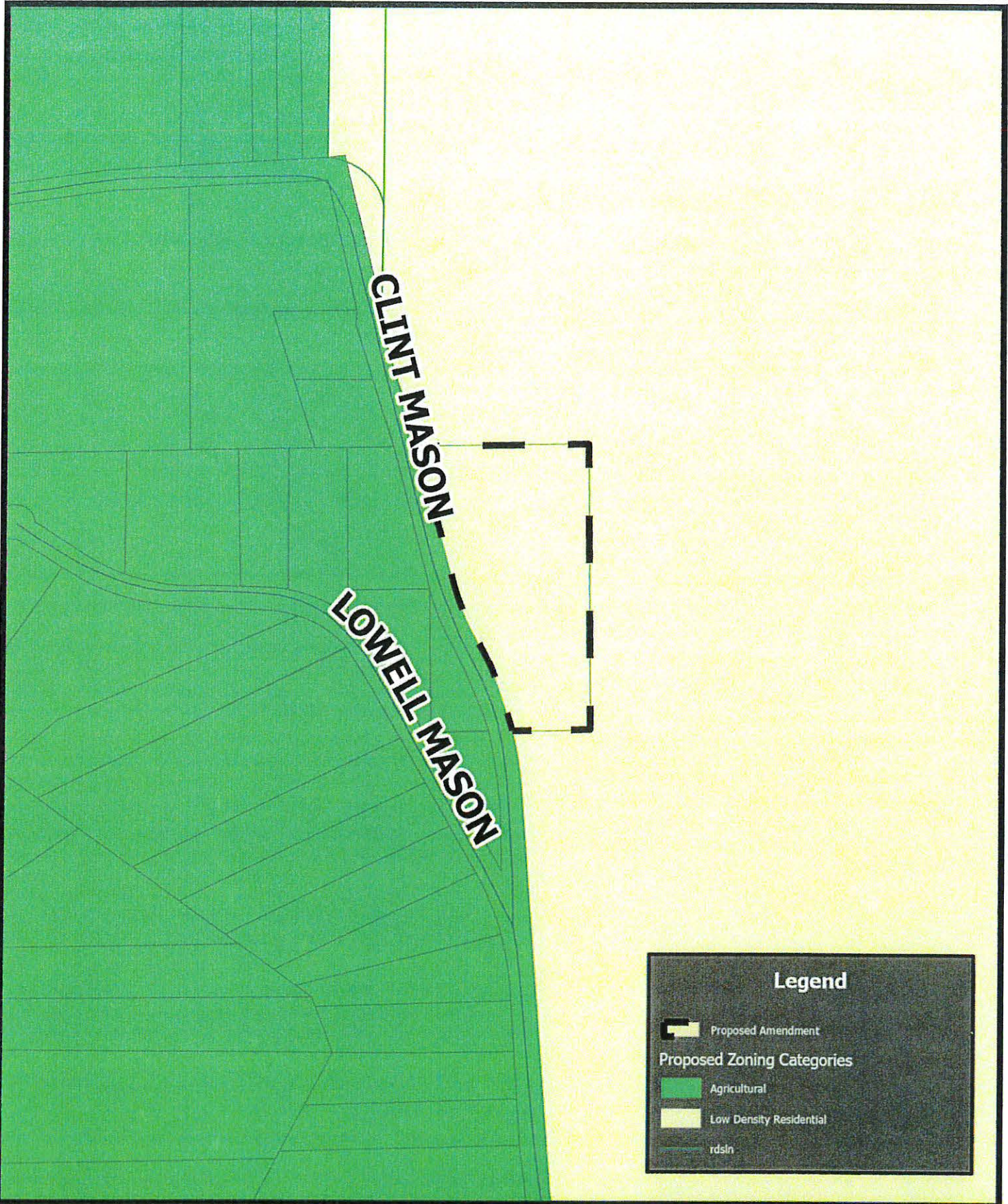
Legend

-  Proposed Amendment
- Zoning Category**
-  Agricultural
-  Low Density Residential

Okaloosa County Zoning Map

April 2024





CLINT MASON

LOWELL MASON

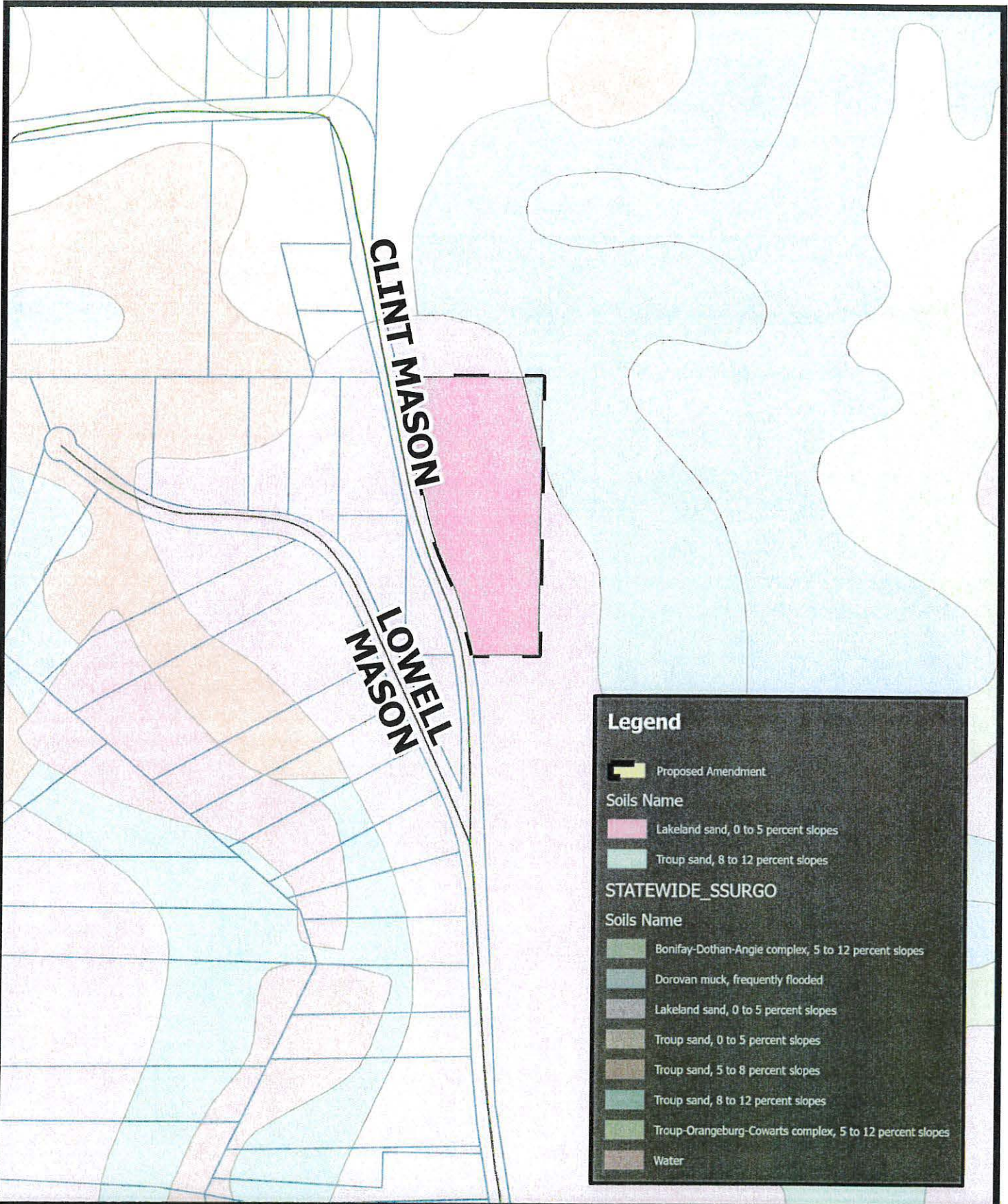
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- Proposed Amendment
- Proposed Zoning Categories
 - Agricultural
 - Low Density Residential
 - rdsl

Okaloosa County Proposed Zoning Map

April 2024





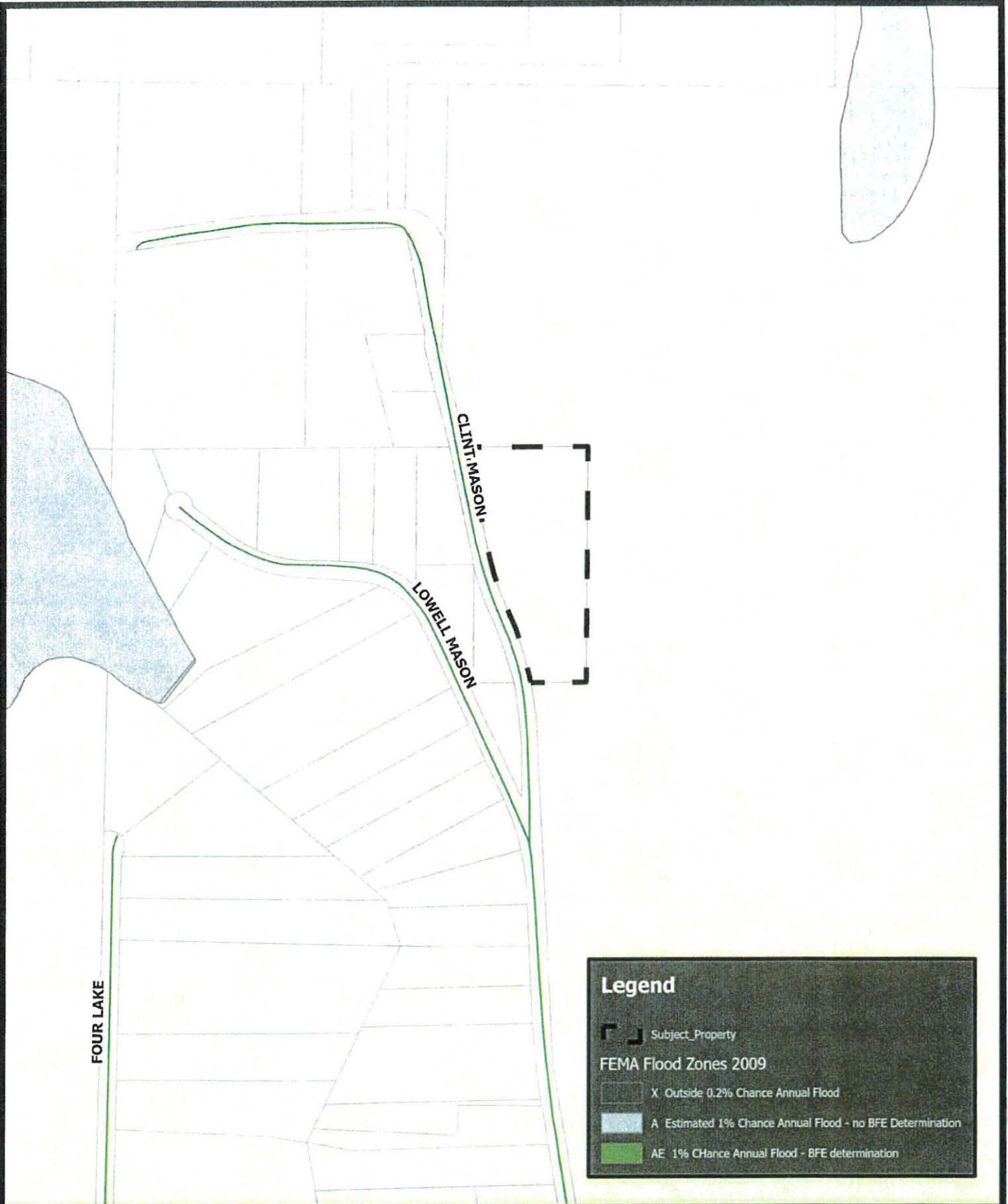
Okaloosa County Soils Map

April 2024







0 225 450 900 Feet

DESIGNWEST GROUP



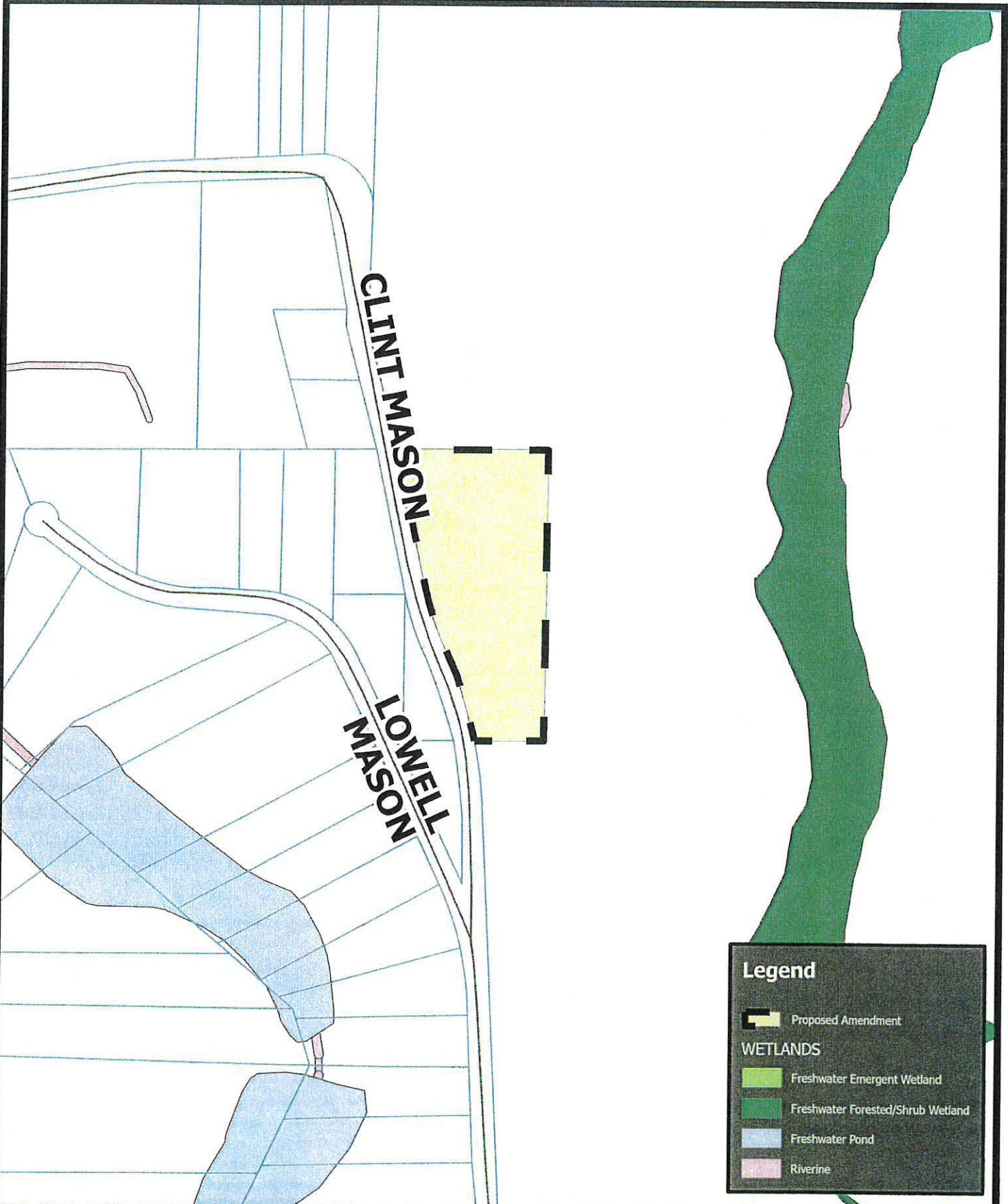
Legend

-  Subject_Property
- FEMA Flood Zones 2009**
-  X Outside 0.2% Chance Annual Flood
-  A Estimated 1% Chance Annual Flood - no BFE Determination
-  AE 1% Chance Annual Flood - BFE determination

Okaloosa County Flood Zones Map

April 2024





Legend

-  Proposed Amendment
- WETLANDS**
-  Freshwater Emergent Wetland
-  Freshwater Forested/Shrub Wetland
-  Freshwater Pond
-  Riverine

Okaloosa County Wetlands Map

April 2024



Appendix A
Transportation Analysis

**COHEN SMALL SCALE
COMPREHENSIVE PLAN AMENDMENT & REZONE**

TRANSPORTATION ANALYSIS

**PREPARED FOR:
DAVID COHEN REVOCABLE TRUST
130 BROAD REACH ROAD
WEYMOUTH, MASSACHUSETTS, 02191**

APRIL 2024

7-ACRE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT & REZONE TRANSPORTATION ANALYSIS

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
TRIP GENERATION	2
PROJECT TRAFFIC DISTRIBUTION/ASSIGNMENT	2
STUDY AREA	3
EXISTING TRAFFIC CONDITIONS	3
FUTURE TRAFFIC CONDITIONS	4
Short-Term Analysis	4
Long Term Analysis	5
CONCLUSION	6

LIST OF FIGURES

FIGURE 1: PROJECT LOCATION	1
----------------------------------	---

LIST OF TABLES

TABLE 1: MAXIMUM DEVELOPMENT POTENTIAL	2
TABLE 2: PM PEAK-HOUR TRIP GENERATION	2
TABLE 3: STUDY AREA DETERMINATION	3
TABLE 4: 2022 EXISTING TRAFFIC ROADWAY ANALYSIS	3
TABLE 5: HISTORICAL GROWTH RATES	4
TABLE 6: 2029 BACKGROUND PM PEAK-HOUR TRAFFIC OPERATING CONDITIONS	4
TABLE 7: 2029 TOTAL PM PEAK-HOUR TRAFFIC OPERATING CONDITIONS	5
TABLE 8: 2045 BACKGROUND PM PEAK-HOUR TRAFFIC OPERATING CONDITIONS	5
TABLE 9: 2045 TOTAL PM PEAK-HOUR TRAFFIC OPERATING CONDITIONS	5

LIST OF APPENDICES

APPENDIX A	FDOT HISTORICAL AADT FDOT TRAFFIC TRENDS GRAPHS
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INTRODUCTION

The applicant proposes to amend the Okaloosa County Comprehensive Plan Future Land Use Map to change the land use designation of 6.57 acres from Agriculture to Low Density Residential and Rezone the property. The subject property is located north of US 90 (SR 10) on Clint Mason Road in unincorporated Okaloosa County, Florida. The proposed future land use map amendment boundary is shown in **Figure 1**.

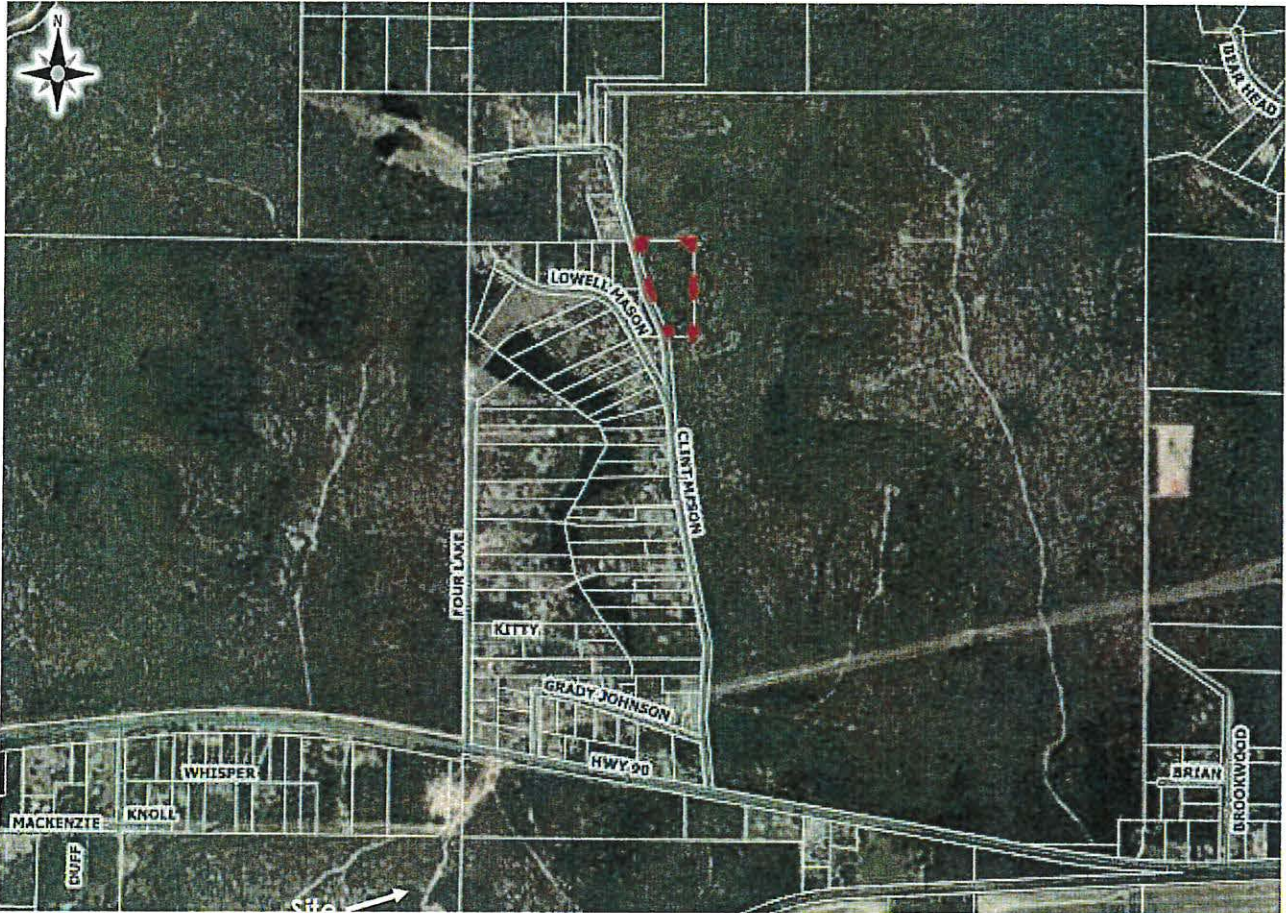


Figure 1: Project Location

Okaloosa County's Agriculture land use designation allows for a maximum of 1 unit per 10 acres. The change to the Low Density Residential land use designation, which allows for a maximum of 4 units per acre, will be limited to 2 units per acre per a sub-area policy. **Table 1** shows the maximum development intensities allowed under the for the existing and proposed land uses.

Table 1: Maximum Development Potential

Scenario	Land Use Designation	Maximum Density	Acres	Maximum Development
Existing	Agriculture	1 du / 10 acres	6.57	0 dus
Proposed	Low Density Residential	4 du / acre	6.57	13 dus ¹

IAC

1. Density limited to 2 units per acre by a sub-area policy.

Unlike a site plan application, a Comprehensive Plan Amendment with a Rezone application generally does not include a build-out year since at the time of application such a year is typically unknown. In order to evaluate the application beyond the current conditions, future short-term and long-range analysis periods were evaluated. A five-year short-term analysis for the year 2029 and a long-range analysis for the horizon year of 2045 were conducted. This transportation study is being submitted in support of the proposed application.

TRIP GENERATION

Traffic volumes generated by the land use change were estimated using the Institute of Transportation Engineers (ITE), *Trip Generation – the 11th Edition (2021)*. Land Use Code 210 (Single-Family Detached Housing) was used to estimate the PM peak-hour trip generation potential. The estimated PM peak-hour trip generation is 15 vehicles per hour (vph) and is summarized in **Table 2**.

Table 2: PM Peak-Hour Trip Generation

ITE Land Use Category	Variable	Size	PM Peak Trip Rate/ Equation	PM Enter Split	PM Exit Split	PM Peak Total Trips		
						Total	Enter	Exit
Single-Family Detached Housing - 210	Per Unit	13	$\ln(T) = 0.94\ln(x) + 0.27$	63%	37%	15	9	6

PROJECT TRIP DISTRIBUTION/ASSIGNMENT

The property will use Clint Mason Road to access US 90, the first regulated roadway. All project traffic was assigned to the directly accessed segment of US 90 via Clint Mason Road.

STUDY AREA

The study area consists of regulated roadway segments for which project traffic is expected to consume at least 5% of the peak-hour level-of-service target and/or in which the project has direct access to. The Okaloosa-Walton TPO *Congestion Management Process Plan Level of Service Tables* were used to obtain roadway segmentation and level-of-service targets. Maximum service volumes were obtained from the FDOT *Multimodal Quality/Level-of-Service Handbook Tables*. US 90 has a context classification of C2 Rural which equates to a level-of-service C maximum service volume of 780 vph. The results of the study area determination are provided in **Table 3**.

Table 3: Study Area Determination

Road Name and Segment	Adopted LOS			Percent Project Traffic	New Project Traffic		Significant Impact? (>5%)	Direct Access?
	LOS Target	Number of Lanes	Service Volume		PM Peak Trips	% Impact		
US 90 (SR 10)								
Fairchild Road to CR-393/Hwy 393	C	2	780	100.0%	15	1.9%	No	Yes

EXISTING TRAFFIC CONDITIONS

Existing traffic volumes were obtained from FDOT Portable Monitoring Site 570302 located along the directly impacted segment of US 90. Existing PM peak-hour volumes were calculated by multiplying the annual average daily traffic (AADT) volume by FDOT's Standard K of 9.5%. A review of the existing conditions indicates that US 90 within the study area is currently operating at level-of-service D, below the adopted level-of-service target of C. **Table 4** summarizes the existing PM peak-hour operating conditions. The FDOT AADT is attached in **Appendix A**.

Table 4: 2022 Existing Traffic Roadway Analysis

Road Name and Segment	Adopted LOS			Existing Conditions		Exceeds LOS Target?
	LOS Target	Number of Lanes	Service Volume	PM Traffic	LOS	
US 90 (SR 10)						
Fairchild Road to CR-393/Hwy 393	C	2	780	817	D	Yes

FUTURE TRAFFIC CONDITIONS

Unlike a site plan application, a Comprehensive Plan Amendment with a Rezone application generally does not include a build-out year since at the time of application such a year is typically unknown. In order to evaluate the application beyond the current conditions, future short-term and long-range analysis periods were evaluated. A five-year short-term analysis for the year 2029 and a long-range analysis for the horizon year of 2045 were conducted.

FDOT's Traffic Trends Version 3.a was used to calculate the historical growth rate and growth rate to the design year for the directly impacted segment of US 90. As shown in **Table 5**, the historical growth has been 2.15% annually and projected growth is 1.64% annually. A 2.0% annual growth rate was used to forecast existing traffic volumes to the 2029 short-term planning horizon and 2045 long-range planning horizon. The traffic trends graph are provided in **Appendix A**.

Table 5: Historical Growth Rates

Road Segment	FDOT Count Site	2022 AADT	Historical Growth Rate	Growth Rate to Design Year	R ² Value
US 90 (SR 10) - Fairchild Road to CR-393/Hwy 393	570302	8,600	2.15%	1.64%	54.2%

Short-Term Analysis

Using a 2.0% annual growth rate, the existing traffic conditions were grown to the year 2029. The 2029 short-term background traffic analysis indicates that like the existing traffic conditions, US 90 within the study area is anticipated to operate at level-of-service D, below the adopted level-of-service target of C. **Table 6** summarizes the 2029 short-term background PM peak-hour traffic operating conditions.

Table 6: 2029 Background PM Peak-Hour Traffic Operating Conditions

Road Name and Segment	Adopted LOS			2029 Bkgd Conditions		Exceeds LOS Target?
	LOS Target	Number of Lanes	Service Volume	PM Traffic	LOS	
US 90 (SR 10)						
Fairchild Road to CR-393/Hwy 393	C	2	780	931	D	Yes

Project traffic was added to the background traffic conditions in 2029. The 2029 short-term total traffic analysis indicates that like the existing and background traffic conditions, US 90 within the study area is anticipated to operate at level-of-service D, below the adopted level-of-service target of C. **Table 7** summarizes the 2029 short-term total PM peak-hour traffic operating conditions.

Table 7: 2029 Total PM Peak-Hour Traffic Operating Conditions

Road Name and Segment	Adopted LOS			2029 Bkgd Traffic	Project Traffic	2029 Total Conditions		Exceeds LOS Target?
	LOS Target	Number of Lanes	Service Volume			PM Traffic	LOS	
US 90 (SR 10)								
Fairchild Road to CR-393/Hwy 393	C	2	780	931	15	946	D	Yes

Long-Range Analysis

Using a 2.0% annual growth rate, the existing traffic conditions were grown to the year 2045. The 2045 long-range background traffic analysis indicates that like the existing and 2029 traffic conditions, US 90 within the study area is anticipated to operate at level-of-service D, below the adopted level-of-service target of C. **Table 8** summarizes the 2045 long-range background PM peak-hour traffic operating conditions.

Table 8: 2045 Background PM Peak-Hour Traffic Operating Conditions

Road Name and Segment	Adopted LOS			2045 Bkgd Conditions		Exceeds LOS Target?
	LOS Target	Number of Lanes	Service Volume	PM Traffic	LOS	
US 90 (SR 10)						
Fairchild Road to CR-393/Hwy 393	C	2	780	1,193	D	Yes

Project traffic was added to the background traffic conditions in 2045. The 2045 long-range analysis indicates that like the 2045 background traffic conditions, US 90 within the study area is anticipated to operate at level-of-service D, below the adopted level-of-service target of C. **Table 9** summarizes the 2045 long-range total PM peak-hour traffic operating conditions.

Table 9: 2045 Total PM Peak-Hour Traffic Operating Conditions

Road Name and Segment	Adopted LOS			2045 Bkgd Traffic	Project Traffic	2045 Total Conditions		Exceeds LOS Target?
	LOS Target	Number of Lanes	Service Volume			PM Traffic	LOS	
US 90 (SR 10)								
Fairchild Road to CR-393/Hwy 393	C	2	780	1,193	15	1,208	D	Yes

22
6.33

CONCLUSION

The applicant proposes to amend the Okaloosa County Comprehensive Plan Future Land Use Map to change the land use designation of 6.57 acres from Agriculture to Low Density Residential and Rezone the property. The impact of the land use change and rezone, resulting in a maximum development potential of 13 residential dwelling units, was evaluated for the five-year short-term planning horizon and the long-range 2045 horizon year. The land use change and rezoning is estimated to generate 15 PM peak-hour two-way trip ends.

As the capacity analysis documented in this report indicates, US 90 within the study area is currently operating and is anticipated to continue to operate at level-of-service D, below the adopted level-of-service target of C, through the 2045 horizon year. The development intensity proposed as part of the land use change and rezone will not create any additional roadway deficiencies within the short-term or long-range planning horizons. The level-of-service D operating conditions of US 90 within the study area occur with or without the proposed land use change and rezone.

APPENDIX A

FDOT HISTORICAL AADT

FDOT TRAFFIC TRENDS GRAPHS

FLORIDA DEPARTMENT OF TRANSPORTATION
 TRANSPORTATION STATISTICS OFFICE
 2022 HISTORICAL AADT REPORT

COUNTY: 57 - OKALOOSA

SITE: 0302 - SR 10(US90) - 1150' E OF FAIRCHILD RD (W END OF BRIDGE)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	8500 C	E 4200	W 4400	9.50	51.80	9.60
2021	9000 C	E 4300	W 4700	9.50	52.10	9.20
2020	7900 C	E 3900	W 4000	9.50	51.80	9.10
2019	8200 C	E 4000	W 4200	9.50	52.10	8.20
2018	7600 C	E 3700	W 3900	9.50	52.50	8.90
2017	6900 C	E 3400	W 3500	9.50	52.00	7.80
2016	7000 C	E 3500	W 3500	9.00	52.10	8.40
2015	7000 C	E 3500	W 3500	9.00	51.90	7.30
2014	6900 C	E 3400	W 3500	9.00	52.10	7.20
2013	6300 C	E 3100	W 3200	9.00	52.10	7.00
2012	6000 C	E 3000	W 3000	9.00	52.40	6.60
2011	6100 C	E 3000	W 3100	9.00	52.60	7.00
2010	6600 C	E 3300	W 3300	10.76	52.47	7.00
2009	6800 C	E 3400	W 3400	10.66	52.07	8.40
2008	6500 C	E 3300	W 3200	11.02	51.99	9.30
2007	7500 C	E 3700	W 3800	10.88	51.79	12.80

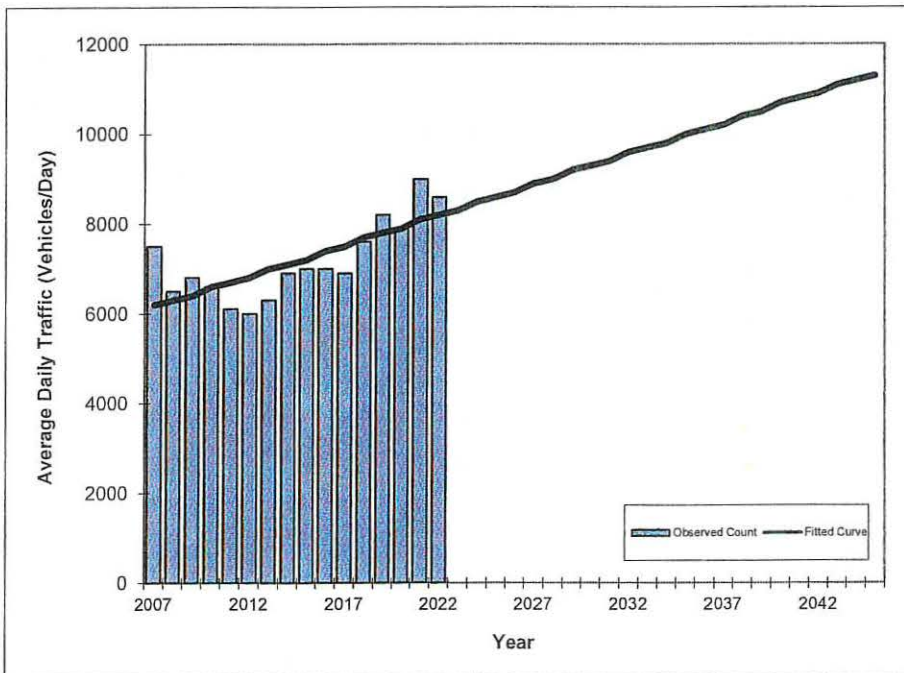
AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
 S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
 V = FIFTH YEAR ESTIMATE; G = SIXTH YEAR ESTIMATE; X = UNKNOWN
 *K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

Traffic Trends - V03.a

US 90 (SR 10) -- 1150 ft East of Fairchild Rd

FIN#	0
Location	1

County:	Okaloosa (57)
Station #:	0302
Highway:	US 90 (SR 10)



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2007	7500	6200
2008	6500	6300
2009	6800	6400
2010	6600	6600
2011	6100	6700
2012	6000	6800
2013	6300	7000
2014	6900	7100
2015	7000	7200
2016	7000	7400
2017	6900	7500
2018	7600	7700
2019	8200	7800
2020	7900	7900
2021	9000	8100
2022	8600	8200

2029 Opening Year Trend		
2029	N/A	9200
2037 Mid-Year Trend		
2037	N/A	10200
2045 Design Year Trend		
2045	N/A	11300
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	136
Trend R-squared:	54.17%
Trend Annual Historic Growth Rate:	2.15%
Trend Growth Rate (2022 to Design Year):	1.64%
Printed:	3-Apr-24
Straight Line Growth Option	

*Axle-Adjusted

Appendix B
Okaloosa County Land Use Change Application

**OKALOOSA COUNTY DEPARTMENT OF
GROWTH MANAGEMENT APPLICATION FOR
FUTURE LAND USE MAP TYPE - 2
AMENDMENT
(LESS THAN 10 ACRES)**

April, 2005

A. Applicant Information

1. Name: Raymond Greer
2. Address: 2910 Kerry Forest Parkway, Suite D-4 126, Tallahassee, FL 32309
3. Telephone: 850.545.6503 FAX: _____
4. Applicant is: Property owner _____ Owners authorized agent* X
* Verification of authorized agent must be attached
5. Owner's name, address and telephone, if different than applicant:
David Cohen Revocable Trust, 130 Broad Reach Road, Weymouth, MS, 02191

B. Property Information

6. Location: North of Highway 90, east of Clint Mason Road at the northern end
7. Property ID Number: 18 - 3N - 22- 0000-0005 - 0000
8. Current use of property: Vacant
9. Proposed use of property: Residential
10. Size of property: 6.33 acres (sq. ft. or acres)
11. Names/Number of adjacent roads:
North East South _____ West Clint Mason

C. Future Land Use/Zoning Information

12. Existing Future Land Use Map designation: Agriculture
13. Existing zoning district: Agriculture

D. Requested Action

14. Reason for the requested amendment: To allow for a higher density residential development

15. Requested amendment:

FROM Agriculture (FLUM designation)

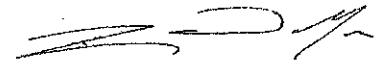
TO Low Density Residential (FLUM designation)

E. Certification

I do hereby certify and affirm that the information represented in this application is true and correct to the best of my knowledge. I also give my permission for county staff to enter upon the property involved at any reasonable time for purposes of site inspections and the posting of any required notices.

Raymond W Greer

Applicant printed or typed name



Applicant signature

4.5.2024

Date

Corporate officer

Corporate Seal

FOR OFFICIAL USE ONLY

Date received: _____ File No.: _____

Received by: _____

Required Information and Materials

The following information must be submitted with the completed, signed and dated application form.

1. ___ A letter of petition stating the reason for the requested change.
2. ___ If the change is prerequisite to a development project a conceptual site plan drawing of the project must be provided.
3. ___ A survey or drawing showing the location and dimensions of the property involved.
4. ___ A copy of the deed and legal description of the property involved.
5. ___ A certified list of all property owners within a 300 foot radius of the property to be changed. **This list must be obtained from and certified by the Property Appraiser's Office, and dated no more than 30 days prior to submittal of the application.**
6. ___ Notarized affidavit affirming the list of property owners within 300 feet
7. ___ Notarized affidavit affirming that the required signs will be posted on property to be changed.
8. ___ Fee. The fee for less than 10 acre amendment is \$1,200.00 (non-refundable) plus \$20.00 for each acre, or fraction thereof.
9. ___ If the applicant is not the actual property owner a verification of authorized agent must be provided.
10. ___ If the requested plan amendment involves a change from an ***Agriculture or Rural Residential*** land use designation the Application must include a demonstration of the following:
 - a. The need for such land use amendment;
 - b. The amendment will not result in urban sprawl;
 - c. A functional relationship of the proposed amendment to other more densely or intensely designated or developed lands;
 - d. The availability of facilities and services for a more dense or intense land use, and;
 - e. The relationship of the proposed amendment site to the urban development boundary.

Procedure for Plan Amendment

The procedure for the amendment process is as follows.

1. Fully complete, sign, and date the application form.
2. Obtain the certified list of property owners from the Property Appraiser's Office dated at least 30 days prior to application submittal.
3. Complete and have notarized the affidavit affirming that the certified list of property owners was obtained (blank copy enclosed).

4. Complete and have notarized the affidavit affirming that the required public notice signs will be posted on the property to be changed (blank copy enclosed or signs are available for purchase from the Department).
5. Submit the completed application, required information, and notarized affidavits to the Department of Growth Management.
6. Once the application is submitted and determined to be fully complete the requested action will be placed on the agenda of the Planning Commission in accordance with the enclosed schedule. Two public hearings will be required, one before the Planning Commission and one before the Board of County Commissioners.
7. The times, dates and locations of the required public hearings will be provided to the applicant by the Department.
8. **Certified, return-receipt letters** must be sent to all property owners on the certified list within 300 feet of the property to be changed (sample letter enclosed). These letters must be mailed **no later than 21 days** before the Planning Commission public hearing and must include: 1) the petition letter stating the reason for the change; 2) a location map showing the location of the property to be rezoned in relation to surrounding properties and adjacent roads.
NOTE: Notification of both the Planning Commission and County Commission hearings may be provided in the same letter.
9. After the letters are mailed the applicant must provide to the Department: a postal receipt from the US Postal Service verifying the date the letters were mailed; an exact copy of the information mailed out, and; the green return-receipt cards.
10. A 2 ft by 3 ft sign with no less than 1 inch lettering (sample enclosed) must be posted at a conspicuous location on the property being changed. This sign must be posted **no less than 15 days** prior to the scheduled Planning Commission public hearing. *Signs are available for purchase from the Department.*
11. The applicant must attend the Planning Commission and County Commission public hearings so as to answer any questions or issues that may arise.

Appendix C
Agent Letter

Appendix D
Deed

PREPARED BY AND RETURN TO:
PREPARED BY AND RETURN TO:
MARK IACONO, ESQUIRE
SALTER MCGOWAN SYLVIA & LEONARD, INC.
56 ECHANGE TERRACE, 5TH FLOOR
PROVIDENCE, RI 02903

Property Appraisers Parcel I.D. (Folio) Number(s):
18-3N-22-0000-0005-0000

WITHOUT EXAMINATION OF TITLE .

QUITCLAIM DEED

THIS INDEUNTURE, made and executed this 8th of June A.D. 2022, between DAVID G. COHEN (AKA DAVID COHEN), whose post office address is 130 Broad Reach, Unit 404, Weymouth, MA 02191, Grantor, and DAVID COHEN and BETH COHEN, Trustees, of the DAVID COHEN REVOCABLE TRUST, dated April 25, 2015, whose post office address is 130 Broad Reach, Unit 404, Weymouth, MA 02191, Grantee:

[Whenever used herein the terms "Grantor" and "Grantee" shall be construed as singular or plural as the context requires.]

WITNESSETH: That said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby remise, release and quit-claim unto the said Grantee forever, all the right title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in Okaloosa County, Florida, to wit:

A tract of land beginning at the NW Corner of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and running E. 140 yards; thence S. 280 yards; thence W. 140 yards; thence N. 280 yards to the point of beginning.

Also a tract beginning at the NE Corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence running W. 70 yards; thence S. 140 yards; thence E. 70 yards; thence. 140 yards, to point of beginning, in Section 18, Tp. 3 N. R. 22 West, containing 10 acres and situate, lying and being in Okaloosa County, Florida, situated in Okaloosa County, Florida.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantees forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents and day and year first above written.

Signed, Sealed, and delivered
in the presence of:

Kristen Paris
Printed Name: Kristen Paris

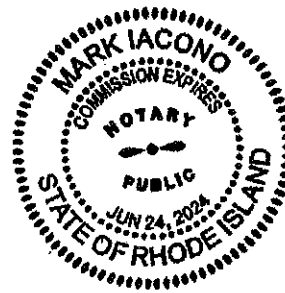
David G. Cohen
DAVID G. COHEN
(AKA DAVID COHEN)

Mark Iacono
Printed Name: Mark Iacono

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

The foregoing instrument was acknowledged before me this 8th day of June, 2022, by DAVID G. COHEN (AKA DAVID COHEN), who is personally known to me or has produced _____ as identification.

Mark Iacono
Notary Public: Mark Iacono
My Commission Expires: 6/24/24



Appendix E
Survey

Affidavits

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned authority, personally appeared Raymond W. Greer, who under oath, deposes says as follows:

1). That all of the subject property to be changed from Agriculture and Rural Residential to Residential-1 (R-1) pursuant to the petition of Raymond W. Greer dated, April 5, 2024 will be posted 15 days (excluding Sundays and Holidays) prior to the public hearing before the Planning Commission and the public hearing before the Okaloosa County Board of County Commissioners. The posting of the property will be with a 2' X 3' weatherproof sign with not less than 1" lettering. The posting of the sign shall remain posted for 15 days in a conspicuous place on the property involved in the hearing. (Information to be placed on the sign is attached).



Applicant's Signature

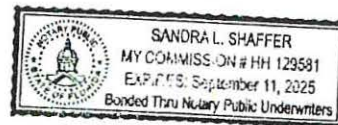
April 5, 2024

Date of Signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS 5th DAY OF April, 2024



NOTARY PUBLIC
STATE OF FLORIDA



MY COMMISSION EXPIRES

Property Owners Within 300 feet of Parcel 18-3-22-0000-0005-0000

CLEEK COLIN EDWARD ET AL, CLEEK V
5405 LOWELL MASON RD
CRESTVIEW, FL 32539

COHEN MYRON & COHEN D TRUST, CO
130 BROAD REACH RD
UNIT 404
WEYMOUTH, MA 02191

DILDY DOUGLAS J
5354 LOWELL MASON RD
CRESTVIEW, FL 32539

GARRETT THOMAS G
6401 PENSACOLA BLVD
PENSACOLA, FL 32505

HYATT JEFFREY D & ORCHIDEA, HYATT
5400 CLINT MASON RD
CRESTVIEW, FL 32539

MARCOUX JOHN E & LINDA M, MARCOUX
5438 CLINT MASON RD
CRESTVIEW, FL 32539

MASON GERALDINE & LOWELL D, MASON
5283 LOWELL MASON RD
CRESTVIEW, FL 32539-8363

MASON LOWELL D
5383 LOWELL MASON RD
CRESTVIEW, FL 32539-8169

MOWREY GEORGE E
5358 LOWELL MASON RD
CRESTVIEW, FL 32539-8168

NELSON JOHN A & JALIA, NELSON JALIA
5384 LOWELL MASON RD
CRESTVIEW, FL 32539-8168

NWF LAND LLC
2593 W FOUNTAIN DR STE 2
BLOOMINGTON, IN 47404

REMY LINDA F & FRANCIS V, REMY FRANCIS
5364 LOWELL MASON RD
CRESTVIEW, FL 32539

SHIRLEY LYNN POPE REVOCABLE
TRUST
809 TUXEDO DR
FT WALTON BCH, FL 32547-2431

WALTERS MAKAILA
921 HIAWATHA ST
HOLT, FL 32564

WILHELM LEE C, WHITE JOYCE W, WHITE
& MARY R
131 4TH AVE E
CRESTVIEW, FL 32539

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned authority, personally appeared Raymond W. Greer, Agent for the owner(s) of: Property ID Number: 18-3 -22-0000-0005-0000. who, under oath, deposes and says as follows:

- 1). That the following is a list of all property owners being within a 300-foot radius of the property described above.
- 2). I understand that I or a representative must attend the hearing in order for the request to be heard.

FURTHER AFFIANT SAYETH NOT.



Applicant's Signature

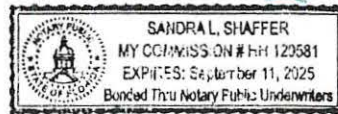
April 5, 2024

Date of Signature

SWORN TO AND SUBSCRIBED BEFORE ME THIS 5th DAY OF April, 2024.



NOTARY PUBLIC
STATE OF FLORIDA



MY COMMISSION EXPIRES

Rezoning Application

REZONING

Authority: Section 1.11.02, Okaloosa County Land Development Code.

Purpose: To provide a process and procedure for citizens to change the zoning districts shown on the Official Zoning Map.

Application fee: 0 to 9.99 acres - \$1,200.00 base fee + \$10.00 per acre.
More than 10 acres - \$1,700.00 base fee plus \$20.00 per acre.

REVISED AUG 20, 2013-MR

**OKALOOSA COUNTY
DEPARTMENT OF GROWTH MANAGEMENT
APPLICATION FOR REZONING**

A. Applicant Information

1. Name: Raymond W. Greer

2. Address: 2910 Kerry Parkway, D4-126, Tallahassee, Florida 32309

3. Telephone: 850-545-6503 FAX: _____

4. Applicant is: Property owner _____ Owners authorized agent* X
* Verification of authorized agent must be attached

5. Owner's name, address and telephone, if different than applicant:
David Cohen Revocable Trust, 130 Broad Reach Road, Weymouth, MS, 02191.

B. Property Information

6. Location: North side of Highway 90, east of Clint Mason Road

7. Property ID Number: 18 3N 22-000-0005 00008.

8. Current use of property: Vacant / Silvicultural

9. Proposed use of property: Single family subdivision

10. Size of property: 6.33 acres (sq. ft. or acres)

11. Names/Number of adjacent roads: North None
East Brian Way South Highway 90 West Clint Mason

C. Future Land Use/Zoning Information

12. Existing Future Land Use Map designation: Rural Residential and Agriculture
Proposed Low Density Residential

13. Existing zoning district: Rural Residential and Agriculture

D. Requested Action

14. Reason for the requested rezoning: To be consistent with the proposed small scale

Comprehensive plan amendment for the property. Property planned for a subdivision

15. Requested rezoning:

FROM Rural Residential and Agriculture (zoning district)

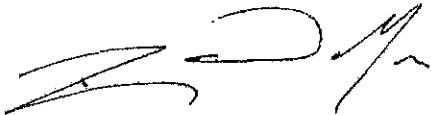
TO Residential-1 (R-1) (zoning district)

E. Certification

I do hereby certify and affirm that the information represented in this application is true and correct to the best of my knowledge. I also give my permission for county staff to enter upon the property involved at any reasonable time for purposes of site inspections and the posting of any required notices.

Raymond W. Greer

Applicant printed or typed name



Applicant signature

4.5.2024

Date

Corporate officer

Corporate Seal

FOR OFFICIAL USE ONLY

Date received: _____ File No.: _____

Received by: _____

REVISED AUG 20, 2013-MR

Required Information and Materials

The following information must be submitted with the completed, signed and dated application form.

1. x A letter of petition stating the reason for the requested rezoning.
2. x If the rezoning is prerequisite to a development project a conceptual site plan drawing of the project must be provided;
3. x A survey or drawing showing the location and dimensions of the property involved.
4. x A copy of the deed and legal description of the property involved.
5. x A certified list of all property owners within a 300 foot radius of the property to be rezoned. **This list must be obtained from and certified by the Property Appraiser's Office, and dated no more than 30 days prior to submittal of the application.**
6. x Notarized affidavit affirming the list of property owners within 300 feet.
7. x Notarized affidavit affirming that the required signs will be posted on property to be rezoned.
8. x Rezoning fee. The fee for less than 10 acre rezoning is \$1,200.00 (non-refundable) plus \$10.00 for each acre, or fraction thereof.
More than 10 acres - \$1,700.00 base fee plus \$20.00 per acre
9. x If the applicant is not the actual property owner a verification of authorized agent must be provided.

Procedure for Rezoning

The procedure for the rezoning process is as follows.

1. Fully complete , sign, and date the rezoning application form.
2. Obtain the certified list of property owners from the Property Appraiser's Office dated at least 30 days prior to application submittal.

REVISED AUG 20, 2013-MR

3. Complete and have notarized the affidavit affirming that the certified list of property owners was obtained (blank copy enclosed).
4. Complete and have notarized the affidavit affirming that the required public notice signs will be posted on the property to be rezoned (blank copy enclosed).
5. Submit the completed application, required information, and notarized affidavits to the Department of Growth Management.
6. Once the application is submitted and determined to be fully complete the requested action will be placed on the agenda of the Planning Commission in accordance with the enclosed schedule. Two public hearings will be required, one before the Planning Commission and one before the Board of County Commissioners'
7. The times, dates and locations of the required public hearings will be provided to the applicant by the Department.
8. **Certified, return-receipt letters** must be sent to all property owners on the certified list within 300 feet of the property to be rezoned (sample letter enclosed). These letters must be mailed **no later than 21 days** before the Planning Commission public hearing and must include: 1) the petition letter stating the reason for the rezoning; 2) a location map showing the location of the property to be rezoned in relation to surrounding properties and adjacent roads.
NOTE: Notification of both the Planning Commission and County Commission hearings may be provided in the same letter.
9. After the letters are mailed the applicant must provide to the Department: a postal receipt from the US Postal Service verifying the date the letters were mailed; an exact copy of the information mailed out, and; the green return-receipt cards.
10. A 2 ft by 3 ft sign with no less than 1 inch lettering (sample enclosed) must be posted at a conspicuous location on the property being rezoned. This sign must be posted **no less than 15 days** prior to the scheduled Planning Commission public hearing.
Signs are available for purchase from the Department.
11. The applicant must attend the Planning Commission and County Commission public hearings so as to answer any questions or issues that may arise.

REVISED AUG 20, 2013-MR



Department of Growth Management

REZONING GUIDE

Generally

The use and development of land in Okaloosa County is determined by two separate ordinances. These are: 1) the Comprehensive Plan (the "Plan") and Future Land Use Map (FLUM), and; 2) the Land Development Code (the "Code") including the Official Zoning Map and Zoning Regulations. The Plan is intended to be a general policy-setting document which establishes broad land use categories such as "Low Density Residential", "Medium Density Residential", "Commercial", etc. Each of these categories specify the type and extent of uses allowed, i.e. "Low Density Residential" allows single-family houses up to five (5) units per acre. These categories are shown on the Future Land Use Map (FLUM).

The Land Development Code includes zoning regulations which establish zoning districts that are intended to be subsets of the future land use categories shown on the FLUM. For example, the "Low Density Residential" (LDR) FLUM category allows single-family houses up to five (5) houses per acre; this would mean that only zoning districts which allowed single-family houses up to 5 houses per acre would be permitted in the LDR category. Likewise, a "Commercial" FLUM category would allow commercial or business zoning districts such as "Business General" (BG) or "Business Retail" (BR). The zoning regulations also specify how development will be situated on a piece of property in terms of setbacks from property lines, building height, building size, lot area, etc.

It is important to note that, by state law, the zoning districts must be consistent with the future land use designations shown on the FLUM. In the event of a conflict between the FLUM designation and the zoning district the FLUM designation will determine how a particular piece of property can be used and developed. However, in order to know exactly what can be done with a piece of property both the FLUM designation and the zoning district must be determined.

Rezoning Procedure

The procedure for rezoning a piece of property from one zoning district to another different zoning district involves a formal application, public notice, review and recommendations by county staff, and public hearings in front of the Planning Commission and Board of County Commissioners. Anyone wanting to do a rezoning must first complete an application provided by the County and pay the applicable fee. The date a complete application and fee are filed with the Growth Management Department will determine the date the application will be considered by the Planning Commission.

After an application is filed and all required information has been provided the county planning staff will schedule the required public hearings, run a public notice advertisement in the newspaper and prepare a staff report. The staff report will be the main piece of information given to the Planning Commission and the County Commission to assist them in making a decision on the rezoning. In addition, citizen testimony will be heard and considered at all of the required public hearings. Two (2) hearings are required for rezoning's of property, one for the Planning Commission and one for the County Commission.

REVISED AUG 20, 2013-MR

Staff Reports and Public Hearings

As part of the rezoning process county planning staff prepares a staff report. This report includes information provided by the applicant, as well as other information such as uses of adjacent properties, FLUM designations and zoning of surrounding properties, soils information, wind zone, flood zones, wetlands, threatened or endangered species, historic sites, airport flight tracks, and other similar information. The results of this report are summarized in a memo which is distributed to the Planning Commission and County Commission, and is also available to any interested citizen that might request a copy. Two very important items that are looked at closely are consistency with the Comprehensive Plan and compatibility with the surrounding area. A rezoning will generally not be approved if it is not consistent with the Comprehensive Plan and FLUM, and almost always will be approved if it is determined to be consistent with the Comprehensive Plan and FLUM. For example, if the FLUM designation of a piece of property is "Agriculture" which allows one (1) house to one (1) acre, and a request is made to rezone that property to a zoning district that allows two (2) houses to the acre, then that would not be consistent with the "Agriculture" FLUM category and would not be approved. On the other hand, if the requested rezoning was to a zoning district that would limit development to one (1) house per one (1) acre then that would be consistent with the "Agriculture" FLUM and should be approved unless there is some major, overriding reason that it should not be approved. The most common overriding reason is that the Planning Commission or County Commission determines that the requested rezoning would be out of place or incompatible with the character of the surrounding area.

The public hearings are an opportunity for members of the public to find out about the particulars of the requested rezoning and to provide comments for, against, or otherwise. These are fact-finding proceedings where the presiding body, be it the Planning Commission or County Commission, considers the information presented in the staff report memo, any other information that may be presented by the applicant, and any other facts that might be brought to light by any public comments. Generally, if the requested rezoning has been determined to be consistent with the Comprehensive Plan and FLUM the presiding body will approve the request unless they are presented with some compelling, overriding reason why they should not approve it. Any such reason should be based on actual information or facts rather than personal opinions or emotions. Comments such as "I don't want this development near my house" or "These new people might complain about my dogs or chickens" are usually not considered an overriding reason unless they can be supported by facts. Other common comments are about increased traffic, noise, stormwater drainage, flooding, etc. These types of things are usually not considered as part of the rezoning process because they involve detailed site plan and engineering drawings which are not required as part of a rezoning request application. These types of things are looked at when an applicant actually applies to build something on the rezoned property. Some applicants request a rezoning to make their property more valuable so they can sell it with no intention of ever building anything on it.

In summary, things like land use regulations and zoning determine what people can and can't do with their property. This has a direct affect on their ability to make money or to protect the investment they already have. The zoning/rezoning process is intended to try and balance the sometimes competing interests of protecting property rights by preserving the quiet use, enjoyment, and property values of existing property owners while also protecting the property rights of those who want to develop their property.

For further information contact our offices in Fort Walton Beach or Crestview at the addresses and telephone numbers listed below.

1250 Eglin Parkway N, Suite 301
Shalimar, FL 32579
(850) 651-7180
FAX (850) 651-7706

812 E. James Lee Blvd.
Crestview, FL 32539
(850) 689-5080
FAX (850) 689-5512

REVISED AUG 20, 2013-MR

MACK BUSBEE, CFA
Okaloosa County Property Appraiser

302 N Wilson St, Suite 201
Crestview, FL 32536
(850) 689-5900
FAX (850) 689-5906



OFFICE OF THE
OKALOOSA COUNTY
PROPERTY APPRAISER

PLEASE REPLY TO:
1250 Eglin Pkwy N, Suite 201
Shalimar, FL 32579-1296
(850) 651-7240
FAX (850) 651-7244
www.okaloosapa.com

Date: 4/8/2024

RE: Adjacent Property Owner's Listing:

Parcel ID Number: 18-3N-22-0000-0005-0000

Owner: COHEN MYRON & COHEN D TRUST

- This is to certify that the attached list of owners is adjacent to and across the street from the above listed parcel.
- This is to certify that the attached list of owners pertains to a 300 ft radius from the above listed parcel.
- Other: _____

Person requesting information: RAY GREER

Email Address: raywgreer@gmail.com

Phone Number: 850-545-6503

Fax Number: _____

Jennifer Chambers, CFE

Customer Service/Exemptions Specialist
Okaloosa County Property Appraiser's Office

07-3N-22-0000-0007-0020
WALTERS MAKAILA
921 HIAWATHA ST
HOLT, FL 32564

07-3N-22-0000-0007-003A
MARCOUX JOHN E & LINDA M, MARCOL
5438 CLINT MASON RD
CRESTVIEW, FL 32539

07-3N-22-0000-0007-0040
HYATT JEFFREY D & ORCHIDEA, HYATT
5400 CLINT MASON RD
CRESTVIEW, FL 32539

18-3N-22-0000-0001-0000
NWF LAND LLC
2593 W FOUNTAIN DR STE 2
BLOOMINGTON, IN 47404

18-3N-22-0000-0001-0120
DILDY DOUGLAS J
5354 LOWELL MASON RD
CRESTVIEW, FL 32539

18-3N-22-0000-0001-0130
MOWREY GEORGE E
5358 LOWELL MASON RD
CRESTVIEW, FL 32539-8168

18-3N-22-0000-0001-0140
REMY LINDA F & FRANCIS V, REMY FR/

18-3N-22-0000-0001-0160
NELSON JOHN A & JALIA, NELSON JALI
5384 LOWEL MASON RD
CRESTVIEW, FL 32539-8168

18-3N-22-0000-0001-0180
WILHELM LEE C, WHITE JOYCE W, WHI
& MARY R
131 4TH AVE E
CRESTVIEW, FL 32539

18-3N-22-0000-0001-018A
CLEEK COLIN EDWARD ET AL, CLEEK V

18-3N-22-0000-0001-0210
GARRETT THOMAS G
6401 PENSACOLA BLVD
PENSACOLA, FL 32505

18-3N-22-0000-0005-0000
COHEN MYRON & COHEN D TRUST, CO
130 BROAD REACH RD
UNIT 404
WEYMOUTH, MA 02191

18-3N-22-0000-0006-0010
MASON GERALDINE & LOWELL D, MASI

18-3N-22-0000-0006-0030
SHIRLEY LYNN POPE REVOCABLE
TRUST
809 TUXEDO DR
FT WALTON BCH, FL 32547-2431

18-3N-22-0000-0006-0040
MASON LOWELL D
5383 LOWELL MASON RD
CRESTVIEW, FL 32539-8169

Leslie Adams

From: Raymond Greer <raywgreer@gmail.com>
Sent: Monday, April 8, 2024 12:22 PM
To: Randall Woodruff; Leslie Adams; Martina Barrow
Subject: Fwd: Owner list for parcel 18-3N-22-0000-0005-0000
Attachments: OWNER LISTING - 18-3N-22-0000-0005-0000.pdf

Randy, Leslie and Martina,

Good afternoon.

Please see attached certified mailing list for the Cohen Small Scale Amendment and Rezoning Application from the Property Appraiser.

Please let me know if you need any other additional information.

Thanks.

Ray

----- Forwarded message -----

From: Jennifer Chambers <jchambers@okaloosapa.com>
Date: Mon, Apr 8, 2024 at 1:20 PM
Subject: Owner list for parcel 18-3N-22-0000-0005-0000
To: raywgreer@gmail.com <raywgreer@gmail.com>

Good afternoon!

Attached, please find the requested ownership radius listing for all properties within 300 feet of 18-3N-22-0000-0005-0000. Please let me know if there is anything further you need.

Have a good day!



Jennifer Chambers, CFE

Military Exemptions Specialist

Senior Customer Service/Exemptions Specialist

P: (850) 689-5900 / Fax: (850) 689-5906

www.okaloosapa.com

Under Florida Law, e-mail addresses are public record. If you do not want your e-mail released in response to a public-records request, do not send e-mail to this entity. Instead, contact this office by phone or in writing.

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

MACK BUSBEE, CFA
Okaloosa County Property Appraiser

302 N Wilson St, Suite 201
Crestview, FL 32536
(850) 689-5900
FAX (850) 689-5906



OFFICE OF THE
OKALOOSA COUNTY
PROPERTY APPRAISER

PLEASE REPLY TO:
1250 Eglin Pkwy N, Suite 201
Shalimar, FL 32579-1296
(850) 651-7240
FAX (850) 651-7244
www.okaloosapa.com

Date: 4/8/2024

RE: Adjacent Property Owner's Listing:

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- This is to certify that the attached list of owners pertains to a 300 ft radius from the above listed parcel.
- Other: _____

Person requesting information: RAY GREER

Email Address: raywgreer@gmail.com

Phone Number: 850-545-6503

Fax Number: _____



Jennifer Chambers, CFE

Customer Service/Exemptions Specialist
Okaloosa County Property Appraiser's Office

07-3N-22-0000-0007-0020
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CRESTVIEW, FL 32539

07-3N-22-0000-0007-0040
HYATT JEFFREY D & ORCHIDEA, HYATT
5400 CLINT MASON RD
CRESTVIEW, FL 32539

18-3N-22-0000-0001-0000
NWF LAND LLC
2593 W FOUNTAIN DR STE 2
BLOOMINGTON, IN 47404

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DILDY DOUGLAS J
5354 LOWELL MASON RD
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18-3N-22-0000-0001-0130
MOWREY GEORGE E
5358 LOWELL MASON RD
CRESTVIEW, FL 32539-8168

18-3N-22-0000-0001-0140
REMY LINDA F & FRANCIS V, REMY FRANK
5364 LOWELL MASON RD
CRESTVIEW, FL 32539

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NELSON JOHN A & JALIA, NELSON JALIA
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18-3N-22-0000-0001-0180
WILHELM LEE C, WHITE JOYCE W, WHITE
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131 4TH AVE E
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18-3N-22-0000-0001-018A
CLEEK COLIN EDWARD ET AL, CLEEK V
5405 LOWELL MASON RD
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18-3N-22-0000-0001-0210
GARRETT THOMAS G
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18-3N-22-0000-0005-0000
COHEN MYRON & COHEN D TRUST, CO
130 BROAD REACH RD
UNIT 404
WEYMOUTH, MA 02191

18-3N-22-0000-0006-0010
MASON GERALDINE & LOWELL D, MASON
5283 LOWELL MASON RD
CRESTVIEW, FL 32539-8363

18-3N-22-0000-0006-0030
SHIRLEY LYNN POPE REVOCABLE
TRUST
809 TUXEDO DR
FT WALTON BCH, FL 32547-2431

18-3N-22-0000-0006-0040
MASON LOWELL D
5383 LOWELL MASON RD
CRESTVIEW, FL 32539-8169

AGENDA ITEM 2

PLANNING COMMISSION

AGENDA REQUEST

TO: HONORABLE CHAIRMAN & MEMBERS OF THE PLANNING COMMISSION

THROUGH: Elliot Kampert, AICP, Director

FROM: Randy Woodruff, AICP, Deputy Director

SUBJECT: Fourth Amendment to the Development Agreement by and between the Board of County Commissioners and Patriots Ridge LLP

DATE: May 9, 2024

BCC DISTRICT: (1) Chairman Mixon

PLANNING COMMISSION DISTRICT: (1) Commissioner Enzor

PUBLIC HEARING: Consideration of the Fourth Amendment to the Development Agreement by and between the Board of County Commissioners and Patriots Ridge LLP, for the purpose of establishing development rights for certain real property located within the unincorporated area of Okaloosa County; providing assurances in accordance with existing laws and policies subject to the conditions of the agreement; and, insuring that the agreement is in compliance with applicable provisions of Section 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

BACKGROUND: The Okaloosa County Board of County Commission approved the original Patriot Ridge Development Agreement at their regular meetings held on October 10, 2019 and November 5, 2019. This development agreement encompassed a total of approximately 416.60 acres and vested the property for a density of no more than 570 single-family residential lots (see **Exhibit 1**). After duly noticed public hearings conducted on August 30, 2020 and September 1, 2020, the Okaloosa County Board of County Commission adopted the First Amendment to the Development Agreement that increased the number of allowable units from 570 to 676, added additional phases (16th Phase) to the development schedule, and required additional transportation improvements (see **Exhibit 2**). After duly noticed public hearings conducted on February 9, 2023 and March 14, 2023, the Okaloosa County Board of County Commission adopted the Second Amendment to the Development Agreement that decreased the number of allowable units from 676 to 657, recognized transportation improvements performed by the developer to-date, clarified the area of the parkland to be donated as 186.13± acres, and specified remaining transportation improvements (see **Exhibit 3**).

After duly noticed public hearings conducted on December 4, 2023 and January 2, 2024, the Okaloosa County Board of County Commission adopted the Third Amendment to the Development Agreement between the Board of County Commissioners and Patriot Ridge, LLP for the purpose of amending the Development Agreement and Park Donation Agreement to reflect the value of the 186.13± acre parcel as provided in the appraisal. While the Development Agreement and Park Donation Agreement estimate the value of the 186.13± acre parcel as \$2,050,000, an April 2023 appraisal performed by a real estate appraiser licensed in the state of Florida determined the value of the property to be \$4,500,000. The County found it is in the best interest of the public to amend both the 2nd Amended Development Agreement and the Park Donation Agreement with donor to recognize the value of the parcel as determined by the recent appraisal (see **Exhibit 4**).

The applicant has filed application with the County for a Fourth Amendment to the Development Agreement between the Board of County Commissioners and Patriot Ridge, LLP for the propose of amending the Development Agreement to decrease the number of allowable units from 657 to 638, adopting a revised Phasing Schedule, Phasing Plan and Master Plan, and modify the phases which will be connected to the public sewer system to add Phase 12 (see **Exhibit 5**).

The changes to the unit count are as follows;

- 1) Phase 13 is proposed to be decreased from 21 to 4 lots. The area for Phase 13 was principally a fairly narrow golf fairway with existing homes within Chanan Estates lining either side of the fairway. The Chanan Estates HOA requested that most of the property be sold to their HOA for common area which took place in 2023.
- 2) Phase 15 is proposed to be decreased from 10 to 2 lots. As originally proposed, this phase would have been constructed as a single loaded cul de sac with the road and homes squeezed between the FPL power lines to the west and the existing homes to the east. The marketability of the homes and the impact on the existing homes was not favorable so the revised plan proposes to just separate the +/- 9 acres into 2 very large homesites.
- 3) Phase 16 is proposed to be increased from 65 to 73 units. The first 65 homesites for this phase have been completed. Once they were completed, it became obvious that there was sufficient room along the eastern side of an existing road to add 8 homesites to this phase.

The proposed Development Agreement by and between the Board of County Commissioners and Patriots Ridge LLP is hereby reviewed in accordance with applicable provisions of Section 163.3227, Florida Statutes as defined below:

- (a) A legal description of the land subject to the agreement, and the names of its legal and equitable owners; **Provided**
- (b) The duration of the agreement; **Provided**
- (c) The development uses permitted on the land, including population densities, and building intensities and height; **Provided**

- (d) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development; **Provided**
- (e) A description of any reservation or dedication of land for public purposes; **Provided**
- (f) A description of all local development permits approved or needed to be approved for the development of the land; **Provided**
- (g) A finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations; **Provided**
- (h) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; **Provided** and
- (i) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction. **Provided**
- (j) A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time. **Provided**

PUBLIC COMMENT/OPPOSITION: Staff has not received any formal complaints/opposition to the proposed Fourth Amendment to the Development Agreement.

STAFF POSITION: Staff supports the requested Fourth Amendment to the Development Agreement by and between the Board of County Commissioners and Patriots Ridge LLP.

PUBLIC NOTICE: The proposed agenda item was properly advertised in the Northwest Florida Daily News on April 24, 2024; and public notice, via certified, return-receipt letters, were provided to all property owners within 300-foot radius per Section 1.11.02, of the Okaloosa County Land Development Code (see **Attachment G**).

RECOMMENDATION: It is recommended that the Commission consider the facts presented herein, as well as any facts that may be presented at the public hearing, and then make a favorable recommendation to the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS: Public hearing by the Board of County Commissioners is scheduled for June 4, 2024.

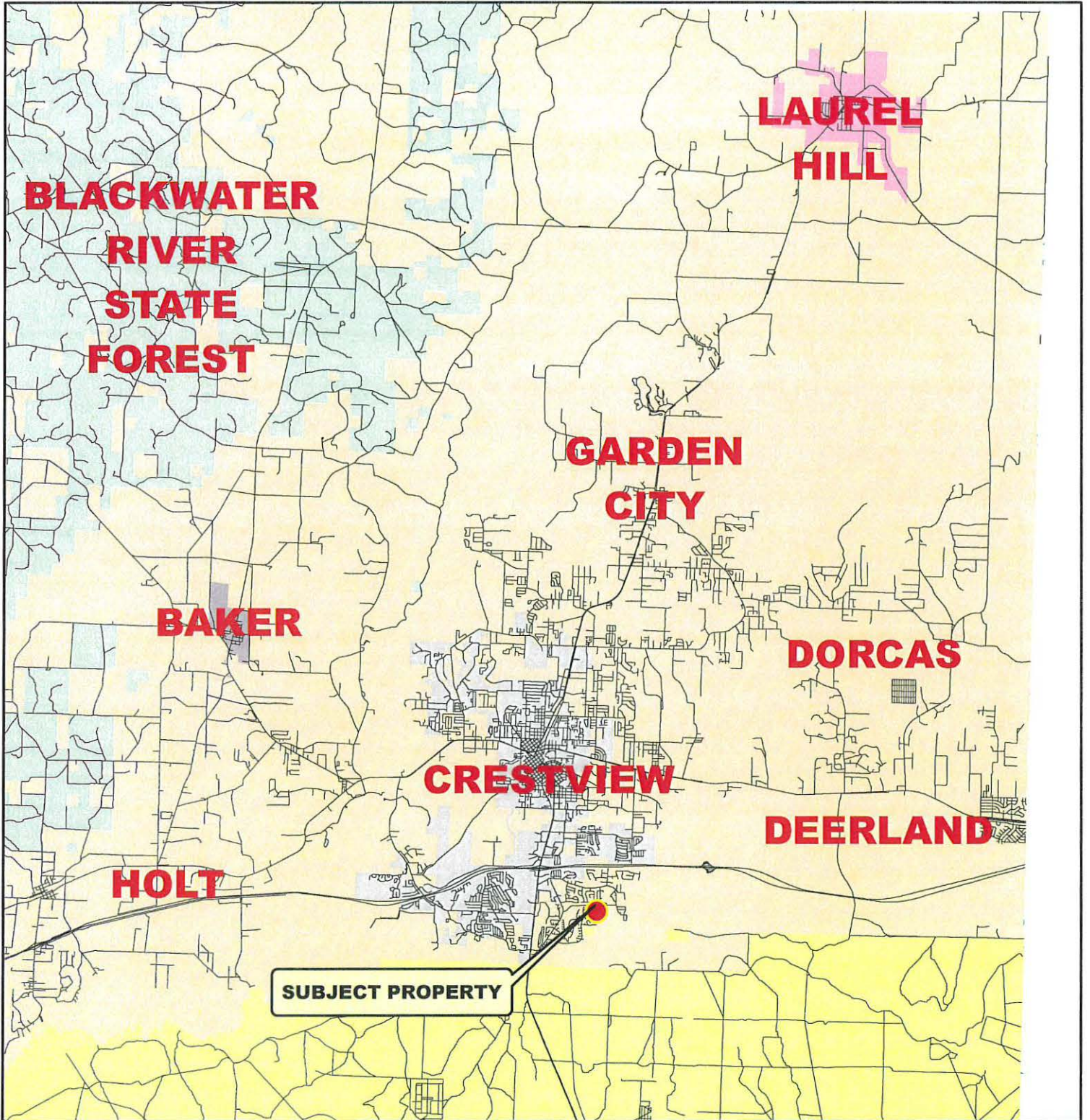
ATTACHMENTS:

- A – Location Map
- B – Aerial Photo
- C – Existing Land Use Map
- D – FLUM/Zoning Map
- E – GIS Analysis
- F – Florida Statute 163.3227
- G – Legal Advertisement

EXHIBITS:

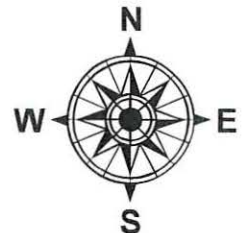
1. Original Patriot Ridge Development Agreement
2. First Amendment to the Development Agreement
3. Second Amendment to the Development Agreement
4. Third Amendment to the Development Agreement
5. Draft Fourth Amendment to the Development Agreement

PATRIOT RIDGE PH 1- 16



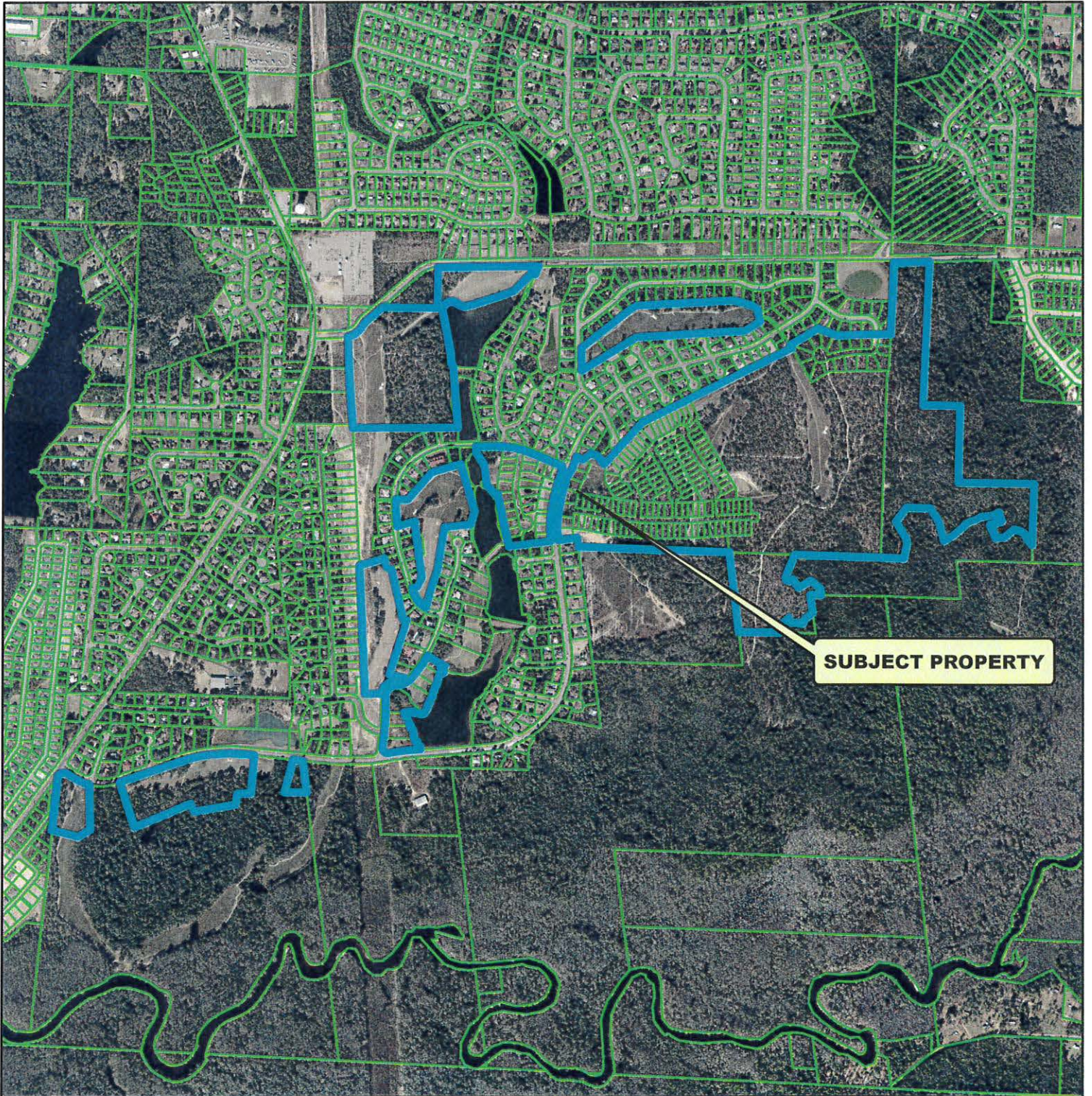
Legend

— Roads



Location Map

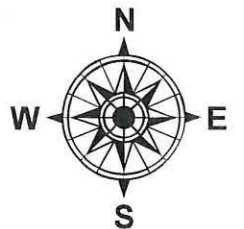
PATRIOT RIDGE PH 1- 16



Legend

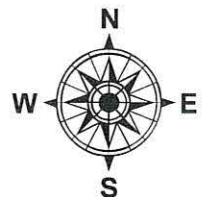
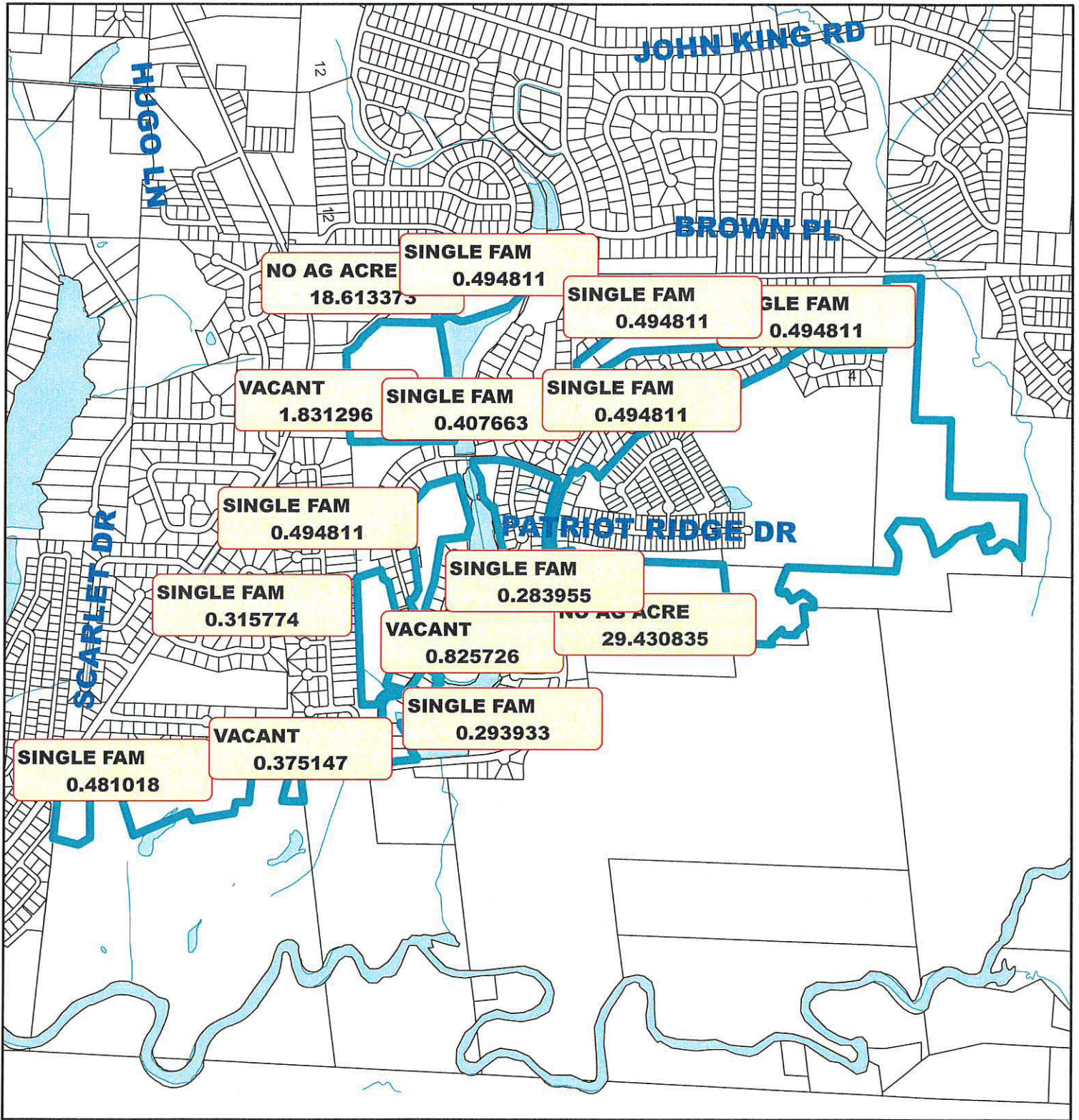
 Parcel Lines

Aerial Photo



ATTACHMENT - C

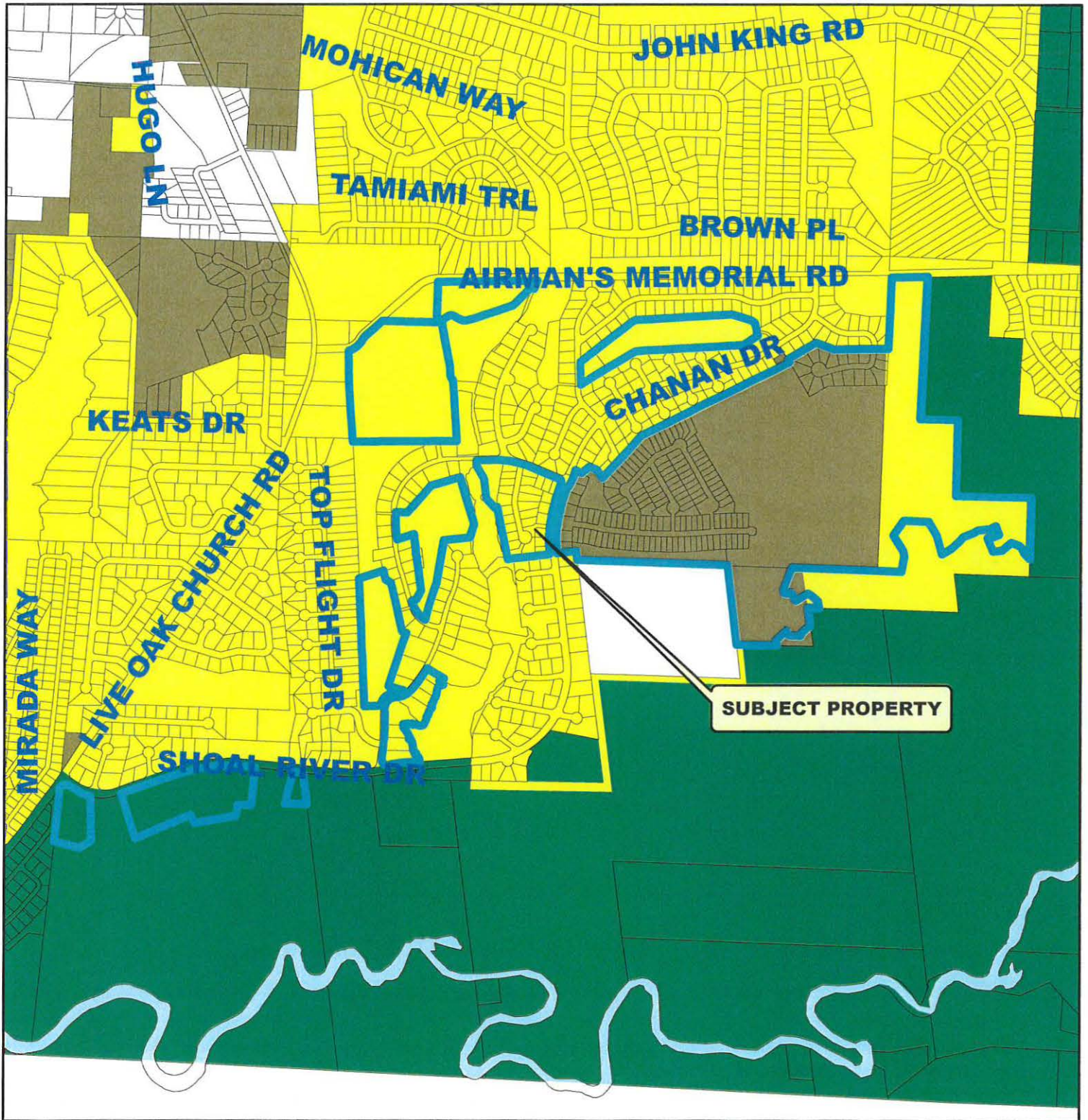
PATRIOT RIDGE PH 1- 16



Existing Land Use Map

ATTACHMENT - D

PATRIOT RIDGE PH 1- 16



FLUM Legend



ZONE Legend



FLUM & Zoning Map

GIS ANALYSIS RESULTS

ATTACHMENT E

Date: 1/09/2023

Project: PATRIOT RIDGE PH 1- 16

Property Address: LOCATED WEST OF LIVE OAK CHURCH RD SOUTH OF AIRMANS MEMORIAL RD, CRESTVIEW, FL

Zoning: MU, R-1 & AA

FLU: MU, LDR, & AG

Fire District: NORTH OKALOOSA **Commissioner District:** 1 **Census Tract:** 020700

Soil Type: 4 – Chipley Foxworth – nearly level and gently sloping, somewhat poorly drained and moderately well drained soils that are sandy throughout

6 – Dorovan – nearly level, very poorly drained soils that are organic – usually in freshwater swamps or drainage ways.

8 – Kinston-Johnston-Bibb – soils on floodplains and along creeks etc., poorly drained, nearly level.

12 –Lakeland sand – 0 to 5% slope, excessively drained, permeability is rapid, the available water capacity is very slow, and runoff is slow.

13 – Lakeland sand – 5 to 12% slope, excessively drained soils usually leads to drainage ways and around depressions, permeability is rapid, the available water capacity is very slow, runoff is slow.

20 – Udorthents – nearly level feet. The soil material is used primarily for use in the construction and repair of roads and as fill material for foundations.

23 – Troup Sand – 0 to 5% slopes, well drained

24 – Troup Sand, 5 to 8% slope, well drained uplands soil

36 – Bonifay Sand, 0 to 5% slope, gently sloping, well drained

37 –Bonifay Sand – 5 to 8% slope, well drained, permeability is rapid in the surface and subsurface layer, landfills or septic tanks should have limitations

Wind Zone: LESS THAN 140 MPH

Flood Zone: X 500 Year Flood Plain

Map Number: 12091CO 255J & 260J

Storm Surge Area: NO

Urban Development Area: YES

Water Efficient Area: YES

Wells: None

ATTACHMENT F**The Florida Senate
2022 Florida Statutes**

<u>Title XI</u> COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	<u>Chapter 163</u> INTERGOVERNMENTAL PROGRAMS <u>Entire Chapter</u>	<u>SECTION 3227</u> Requirements of a development agreement.
--	--	--

163.3227 Requirements of a development agreement.—

- (1) A development agreement shall include the following:
- (a) A legal description of the land subject to the agreement, and the names of its legal and equitable owners;
 - (b) The duration of the agreement;
 - (c) The development uses permitted on the land, including population densities, and building intensities and height;
 - (d) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development;
 - (e) A description of any reservation or dedication of land for public purposes;
 - (f) A description of all local development permits approved or needed to be approved for the development of the land;
 - (g) A finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;
 - (h) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and
 - (i) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.
- (2) A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.

History.—s. 23, ch. 86-191; s. 31, ch. 91-45.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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NOTICE OF PUBLIC HEARING

The Okaloosa County Growth Management Department notice that, on Thursday, May 9, 2024 the Okaloosa County Planning Commission will consider:

Consideration of a 4th Amendment to the Development Agreement by and between the Board of County Commissioners and Patriots Ridge, LLP, for the purpose of establishing development rights for certain real property located within the unincorporated area of Okaloosa County, providing assurances in accordance with existing laws and policies subject to the conditions of the agreement; and, insuring that the agreement is in compliance with applicable provisions of Section 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

The property is currently zoned Agriculture (AA), Residential 1 (R-1) and Mixed Use (MU) and the Future Land Use Map (FLUM) designation is Agriculture (AG), Low Density Residential (LDR) and Mixed Use (MU). A general location of the property is south of Alrman's Memorial Road, north of Shoal River Drive in Crestview and contains 476.08 acres more or less.

This Amendment proposes to decrease the number of allowable units from 657 to 638, adopting a revised Phasing Schedule, Phasing Plan and Master Plan and modify the phases which will be connected to the public sewer system to add Phase 12.

The changes to the unit count are as follows:

- 1) Phase 13 is proposed to be decreased from 21 to 4 lots. The area for Phase 13 was principally a fairly narrow golf fairway with existing homes within Chanan Estates lining either side of the fairway. The Chanan Estates HOA requested that most of the property be sold to their HOA for common area which took place in 2023.
- 2) Phase 15 is proposed to be decreased from 10 to 2 lots. As originally proposed, this phase would have been constructed as a single loaded cul de sac with the road and homes squeezed between the FPL power lines to the west and the existing homes to the east. The marketability of the homes and the impact on the existing homes was not favorable so the revised plan proposes to just separate the 17.9 acres into 2 very large homesites.
- 3) Phase 16 is proposed to be increased from 65 to 73 units. The first 65 homesites for this phase have been completed. Once they were completed, it became obvious that there was sufficient room along the eastern side of an existing road to add 8 homesites to this phase.

The Agreement is for the property shown and described in the map in this advertisement. A public hearing has been scheduled as follows:

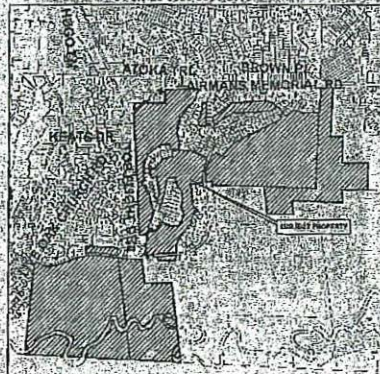
The meeting will be held at 5:01 PM or soon thereafter in the Okaloosa County Administrative Complex, Commission Meeting Room, located at 1250 North Egin Parkway, Shalimar, FL.

The proposed Agreement may be inspected by the public at the Department of Growth Management offices in Shalimar, 1250 N. Egin Pkwy., 3rd floor, (850) 661-7180 or in Growth Management offices located at 402 Brookmeade Dr, Crestview, (850) 689-5080.

If any person decides to appeal any decision made with respect to any matter considered at these hearings, such person will need a record of the proceeding and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

Okaloosa County adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to these hearings upon request. Requests may be made to the Growth Management offices described above and must be made at least 48 hours in advance of the hearings in order to provide the requested service.

18-3N-23-0000-0001-0020
 18-3N-23-0000-0001-0011
 18-3N-23-0000-0001-0010
 18-3N-23-0000-0001-0010



ATTACHMENT G

Notice of Public Hearing

The Okaloosa County Growth Management Department notice that, Thursday, May 9, 2024 the Okaloosa County Planning Commission will consider:

AN ORDINANCE AMENDING THE OKALOOSA COUNTY COMPREHENSIVE PLAN FUTURE LAND USE MAP ORDINANCE 90-01 AS AMENDED; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF PARCELS 18-3N-22-0000-0005-0010 FROM AGRICULTURAL (AG) TO LOW DENSITY RESIDENTIAL (LDR), SAID PARCEL LOCATED AS SHOWN ON ATTACHMENT A, REPEALING ALL ORDINANCES OR PROVISIONS THEREOF IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE AMENDING THE OKALOOSA COUNTY LAND DEVELOPMENT CODE ORDINANCE 391-01, AS AMENDED; CHANGING THE ZONING PARCEL 18-3N-22-0000-0005-0010 FROM AGRICULTURAL (AA) TO RESIDENTIAL (R-1), SAID PARCEL LOCATED AS SHOWN ON ATTACHMENT A, REPEALING ALL ORDINANCES OR PROVISIONS THEREOF IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The meeting will be held at 5:01 PM or soon thereafter in the Okaloosa County Administrative Complex, located at 1250 North Egin Pkwy, Shalimar, FL.

The ordinance information may be inspected at the offices of the Growth Management Department located at 402 Brookmeade Dr, Crestview, Florida 32539 or at the Okaloosa County Administration Building located at 1250 N. Egin Parkway, Shalimar, Florida 32571. Those offices can be contacted by telephone at 850-689-5080.

If any person decides to appeal any decision made with respect to any matter considered at these hearings, such person will need a record of the proceeding and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

Okaloosa County adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to these hearings upon request. Requests may be made to the Growth Management Department at 402 Brookmeade Dr, Crestview, Florida 32539 or at 850-689-5080. For Hearing Impaired, Dial 1-800-955-8771 (TDD) and 1-800-955-8770 (Voice). Requests must be received at least 48 hours in advance of the hearing in order for Okaloosa County to provide the requested service.

Attachment A

18-3N-22-0000-0001-0010

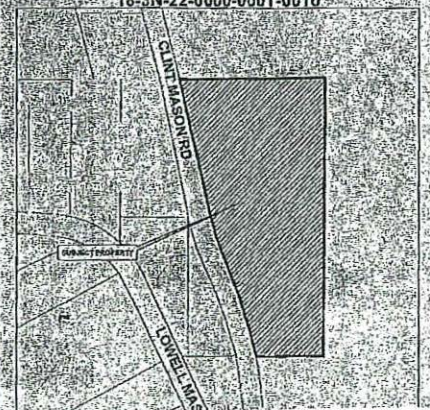


EXHIBIT 1

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this 5th day of November, 2019, by and between the Okaloosa County Board of County Commissioners (the "County") and Patriot Ridge, LLP, a Florida limited liability partnership ("Developer") for the purpose of establishing development right of the Developer for certain real property located with the unincorporated area of Okaloosa County, Florida, as more particularly described herein; providing assurances to the Developer that it may proceed with the Project in accordance with existing laws and policies subject to the conditions of this Agreement; and insuring that this Agreement is in compliance with applicable provisions of Sections 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

ARTICLE I. RECITALS

WHEREAS, the Intent of the Florida Local Government Development Agreement Act (the "Act") is explicitly provided in Section 163.3220(2), Florida Statutes, which states as follows:

(2) The Legislature finds and declares that: (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital investment planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; (b) Assurance to a developer that upon receipt of his development order(s) he may proceed with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(3) Inconformity with, in furtherance of and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(4) This Intent is affected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.

(5) Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing.

WHEREAS, the Okaloosa County Land Development Code has been adopted by Ordinance No. 91-1, as amended, and does contain Section 1.11.05 "Development Agreement" which specifically authorizes the County to enter into development agreements with developers; and

WHEREAS, the Developer wishes to develop a 570 lot single family residential development project which will be comprised solely of residential and accessory uses; and

WHEREAS, the Developer has control of 416.60 +/- acre parcel of property (the "Property") located as more particularly described in Exhibit A, which possesses the required characteristics to accommodate the proposed general plan for development of the Property, which has been submitted by the Developer under the name of Patriot Ridge Master Plan (the "Project"); and

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WHEREAS, the Property is currently zoned by the County for residential and mixed use and the Developer has submitted a development order application with the County, which seeks to develop to an extent which is less than the maximum development density allowed for the zoning district; and

WHEREAS, the Project will be developed in up to fifteen (15) phases over a period of five (5) years and therefore the Developer is desirous of agreeing upon and memorializing its development rights with regard to the Property in contractual terms; and

WHEREAS, it is in the best interests of the County and its citizens that the development of the Property be completed in a planned and orderly fashion giving consideration to the subjects addressed by this Agreement; and

WHEREAS, the Developer and the County have agreed upon terms and conditions relating to the development of the Property, development rights, and benefits to the County and its citizens which are acceptable to the Developer and acceptable to the County, and the Developer and the County have deemed it appropriate that the terms and conditions of their agreements be reduced to written form; and

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

WHEREAS, the Act provides a means for the Developer and the County to document the assurances sought by each and commitment to the terms and obligations of this Agreement; and

WHEREAS, pursuant to the requirements of Section 163.3225, Florida Statutes, the County has held two public hearings with respect to this Agreement, those being held on October 10, 2019 and November 5, 2019 respectively, with due public notice provided for each as required by law.

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

ARTICLE II. DEFINITIONS

The following definitions shall apply to the terms and conditions of this Agreement. If a word, term or phrase is not defined in this Article, its meaning shall be as defined in the Okaloosa County Land Development Code.

2.1 "Comprehensive Plan" means the adopted Okaloosa County Comprehensive Plan, Ordinance No. 90-1, as subsequently amended.

2.2 "County" means Okaloosa County, a political subdivision of the State of Florida.

2.3 "Developer" means Patriot Ridge, LLP, a Florida limited liability partnership, and its lawful successors in title and interest.

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2.4 "Land Development Code" means the Okaloosa County Land Development Code, Ordinance No. 91-1, as subsequently amended.

2.5 "Maintenance" means servicing, support, and upkeep of all Infrastructures servicing the Project.

2.6 "Owners Association" means the non-profit corporation(s) established as a mandatory owners association for the governance of the use of the property subject to this Agreement.

2.7 "Project" means the proposed residential development, Patriot Ridge Master Plan, and all supporting uses and amenities authorized by this Agreement, as more particularly described herein.

2.8 "Property" means the real property more particularly described as Exhibit A upon which the Project will be developed.

2.9 "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. ESSENTIAL REQUIREMENTS

The essential requirements of law for this Agreement as prescribed by Section 163.3227, Florida Statutes, are addressed as follows:

3.1 Legal Description – A legal description of the property to be developed subject to the terms and conditions of this Agreement is attached hereto as Exhibit A, and incorporated herein by reference.

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

3.3 Development Uses

A. The parties do hereby agree that the Developer intends to develop a residential development consisting of a maximum of 570 single family units and all associated roadways, stormwater treatment, landscaping, and other improvements as may be required by the Land Development Code; and could, but are not obligated to, build and develop accessory uses and structures including storage areas, parking lots and/or garages. Building density shall be no more than four (4) units per acre, and building height shall not exceed 45 feet.

B. The Project described in section 3.3(a) may be developed in up to fifteen (15) phases through the term of this Agreement. Prior to the development of each phase, the Developer shall submit to the County all notices and/or contributions provided for in this Agreement. Development authorized by this Agreement shall be in conformance with the terms of this Agreement. The proposed phasing is provided by the attached Exhibit C.

3.4 Public Facilities, Infrastructure Capacity, and Capacity Reservation – The Developer, at its expense, will supply adequate public facilities, infrastructure, and services to serve the Project concurrent with the impact which creates the need for the following services:

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A. Solid Waste Disposal – Collection service for the Project will be in accordance with the franchise agreement between Okaloosa County and the franchised hauler. The Public Works Division has indicated there is sufficient capacity to handle the solid waste from the proposed development.

B. Stormwater Management – The Developer shall design and construct or cause to be constructed at its expense, a stormwater management system or systems to serve all parcels within the project boundary or existing facilities shall be shown to accommodate all or a portion of the required stormwater management system. All stormwater management system improvements located with the Project will be: (1) designed and constructed to County and State standards and (2) all improvements located outside the boundaries of individual parcels which are not dedicated to the County will be maintained as common elements by the Owners Association. The County will not be responsible for any construction or maintenance costs associated with the stormwater drainage system within the Project unless it is dedicated as a public facility and formally accepted after the completion of the required bonding and warranty period. The project wide systems are intended to provide the primary treatment capacity for all development with the Project.

C. Transportation and Roads –

1. The Developer has submitted to the County a comprehensive Traffic Impact Analysis for the Project prepared by Southern Traffic Services, including land use and transportation capacity analysis data for the purpose of determining the impact the Project will have on all roadway segments included in the County's Transportation Concurrency System, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.
2. The proposed trips resulting from the development of the Project exceeds the capacity available along segments of SR 85 and PJ Adams Parkway. The parties agree that the Developer may address the capacity constraints in the impact area by applying the mitigation payment set forth in the Traffic Impact Analysis (the "Mitigation Payment") to certain transportation improvements, as set forth below.
3. In consideration of the Mitigation Payment, which provides value and capacity enhancement to the County roadway system, the County agrees to reserve a total trip capacity of 2 P.M. Peak Hour trips in relation to the segment of State Road 85 (from Stilwell Avenue to CR 188 – Airport Road), 80 P.M. Peak Hour trips in relation to the segment of State Road 85 (from Antloch Road to I-10) and 20 PM Peak Hour trips in relation to the segment of PJ Adams Parkway (from Antloch Road to Wild Horse Drive).
4. The total budgeted construction cost of phase one of the PJ Adams Parkway Widening project is \$5,300,000, which will create One Thousand Eighty-One (1,881) trips. Based on the Parkway Widening project, the parties agree the Developer's calculated Mitigation Payment amount is \$287,334. The parties agree the estimated construction cost for operational improvements, described in section B below, exceed the calculated Mitigation Payment and no Mitigation Payment shall be made by the Developer to the County.
5. In addition to the impact the development will have on the roadway segments included in the County's Transportation Concurrency System, the development also will impact several other

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roadways segments in its service area that are not included in such system, which are currently operating at or above their capacity. The Traffic Impact Analysis identifies these roadway segments and recommends operational improvements required to retain, or improve, the level of service.

6. The Developer agrees to provide the operational improvements and cash payment set forth below. The estimated cost of the Developer's total out of pocket cost for surveying, soil testing, design, other soft costs and construction for such improvements is \$1,300,524.
7. The proposed operational improvement(s) shall be made in a public/private partnership with the County participating in the construction of the operational improvements as hereinafter set forth.
8. Notwithstanding any other provision of this Agreement or the Traffic Impact Analysis, the Developer and the County hereby agree to make the following improvements:
 - a) The Developer shall pay \$30,000.00 to the County on or before January 1, 2021 to be used by the County for planned improvements to John King Road; and
 - b) The Developer shall construct southbound dual left turn lanes on SR85 at the intersection with Live Oak Church Road with the outside lane used for Live Oak Church Road turning movements and the inside lane striped for a left u-turn combination, or as otherwise approved by the FDOT, and shall construct a westbound right turn lane on Live Oak Church Road from SR 85 to the current entrance to the CEFCO. Upon approval of this Agreement, Developer shall submit the plans for such improvements to the FDOT and the County within ninety (90) days, shall vigorously pursue obtaining approval of such plans and shall complete these improvements within twelve (12) months after obtaining such approval; and
 - c) The County shall add a project to the County Capital Improvement Plan to widen the bridge on Live Oak Church Road, located 0.8 miles east of SR 85; and
 - d) The Developer shall widen Live Oak Church Road to four (4) lanes from SR85 to Shoal River Drive transitioning to two (2) lanes at that intersection with a right turn on to Shoal River Drive. In addition, the Developer shall also construct westbound dual left turn lanes from Live Oak Church Road onto SR85, or as otherwise approved by the FDOT. Upon receipt of the plans from the County for the bridge widening on Live Oak Church Road, the Developer shall submit the plans for such improvements to the FDOT and the County within ninety (90) days, shall vigorously pursue obtaining approval of such plans and shall complete these improvements within twelve (12) months after obtaining such approval or within twelve (12) months after the County completes the bridge widening, whichever comes later.
9. The Developer shall construct or cause to be constructed a roadway system that will be privately maintained within the Project, which will be available to serve all primary and accessory uses. As such, the roadway system shall be owned and maintained as a private common element of the Project by the Owners Associations. The County will not be responsible for any construction or maintenance costs associated with the internal roadways of the Project. The roadways will be designed and constructed to County standards. As all roads will be low speed and low volume, all roads with the development shall be considered local roadways as defined in Section 6.03.03 C of the Okaloosa County Land Development Code.

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10. A roadway connecting Airman's Memorial Road and Skyline Circle shall not be gated nor shall the roadway be restricted to public use in any way. The Developer shall provide an easement over the roadway connecting Airman's Memorial Road and Skyline Circle for public access and shall construct this roadway with a stabilized base for construction traffic before any building permit is issued for any phase beyond phases 2, 3, and 4. The Developer shall not be responsible for monitoring construction traffic on any roadway. The roadway shall be paved and upgraded to County standards when the property adjacent to the roadway is platted.

D. Parks and Recreational Facilities - The Developer shall satisfy concurrency requirements for parks and recreation as provided in Section 6.07 of the Land Development Code as follows;

- 1) The Land Requirements described in Section 6.07.03 result in five (5) acres of land required to be dedicated since the total acreage of the proposed development is less than five hundred (500). The acreage requirement will be met through the dedication of a +/- 1.39 acre site in Phase 3 of the development for construction of a Private Neighborhood Park which shall be owned and maintained by the Homeowners Association and, through the dedication of a minimum of +/- 187.43 acres for a Public Neighborhood Park, as shown on the attached Exhibit D and as described by the legal description attached as Exhibit D, to provide access to the Shoal River. The Public Neighborhood Park shall have a minimum 40' wide access, in an upland area, connecting the park to Shoal River Drive on the east side of the park and shall have a minimum 10' wide access, in an upland area, connecting the park to Shoal River Drive on the west side of the park as shown in Exhibit D. To aid with privacy and security to adjacent residential lots directly east of the access points, the County shall construct and maintain a 6 foot tall privacy fence, from wood or tan vinyl, along the east side of the 40' wide and 10' wide access points at such time as any improvements are constructed over such access. The privacy fence shall not block sight distance at the intersection of Live Oak Church Road and Shoal River Drive. The Public Neighborhood Park shall be owned and operated by the County. The Developer may modify the legal description of the property to be conveyed for the Public Neighborhood Park prior to its conveyance provided that its configuration and general location is substantially the same as shown at Exhibit D. The Private Neighborhood Park shall be dedicated to the Homeowners Association prior to or in connection with the plat for Phase Five as shown by Exhibit C. The Public Neighborhood Park shall be dedicated to the County, by warranty deed including any underlying mineral rights that developer owns, prior to the recording of any plat for the proposed development. Based on the amount that Developer paid for the land included within the Project, the acreage being dedicated to the County for the Public Neighborhood Park would be approximately \$2.05 million.
- 2) The Developer plans to improve the Private Neighborhood Park with open fields, a playground, bathroom facilities and other active uses including, at Developer's option, the construction of a swimming pool and related facilities. The improvements to the Private Neighborhood Park shall meet the requirements of Section 6.07.06 of the Land Development Code for the construction of facilities. The improvements to the Private Neighborhood Park shall be required to be completed prior to the plat being recorded for that phase of development as provided for by Exhibit C.

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E. Potable Water – Potable water will be provided by Okaloosa County Water & Sewer (“OCWS”), which has verified it has overall system capacity to serve the proposed development.

F. Sanitary Sewer-

1. The Developer will connect Phases 1-9, 11, and 13-14 to the public sewer system, provided by OCWS. OCWS currently has wastewater treatment and disposal capacity available for these phases at the Jerry D. Mitchem Water Reclamation Facility at the Bob Sikes Industrial Park. Capacity is reserved via payments of Capacity Expansion Charges, at rates established by the current Water & Sewer Ordinance at the time of payment.
2. During future engineering design, for reasons pertaining to pump station or line capacity, OCWS reserves the right to allow phases or parcels to have on-site treatment systems (as approved by the Florida Department of Health), provided the lot size meets the minimum requirements and a gravity sewer main or low pressure sewer main is not available in a public right-of-way or easement adjacent to the phase or parcel.
3. For any lots with a proposed low pressure sewer system and/or individual grinder stations, the Developer will setup a central management entity (such as a Homeowners Association). OCWS will not own, operate, or maintain private grinder stations or plumbing.
4. The proposed development, other proposed developments not part of this Development Agreement, and existing sewer demand requires off-site improvements to the Brown Place Lift Station and construction of a new master lift station to be called the Shoal River Landing Lift Station with associated force main improvements. Developer hereby agrees to contribute \$57,895 to the cost of the upgrade to the Brown Place Lift Station within ten (10) days of receipt of notification of Developer from OCWS that appropriate Purchase Orders have been issued. Developer hereby agrees to contribute \$187,142 to the cost of the Shoal River Landing Lift Station with associated force main improvements within ten (10) days of receipt of notification based on the following schedule;
 - a. Twenty percent (20%), or \$37,428.40, upon approval of cost sharing agreements and allocation of the County funds for the construction by the Board of County Commissioners;
 - b. Forty percent (40%), or \$74,856.80, upon receipt of all permits for the construction and commencement of procurement of materials and equipment; and
 - c. Forty percent (40%), or \$74,856.80, upon the start of construction of the lift station and associated force main improvements.
5. As public central sewer service is not currently available to serve Phases 10, 12, and 15, sewage treatment will be provided through the installation of on-site treatment systems as approved by the Florida Department of Health.

3.5 Concurrency – Through section 3.4.C, above, the concurrency requirements for traffic and roads have been satisfied by the Developer. The terms of this agreement shall not be construed to imply approval for water, wastewater, stormwater, parks, or solid waste concurrency nor shall it relieve the developer from complying with all applicable rules and/or regulations pertaining to this development. This agreement is applicable to only the specific items expressed herein and the Developer shall

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comply with all other requirements of the Okaloosa County Land Development Code in their effort to obtain development approval.

- 3.6 Consistency – The development authorized by this Agreement is consistent with the goals, objectives, and policies of the Comprehensive Plan and applicable development regulations in effect at the time of the execution of this Agreement.
- 3.7 Required Permits – The Developer shall obtain, or cause to be obtained, all requisite County permits and authorizations to allow construction of the development contemplated herein including, but not limited to, an Okaloosa County Development Order, Okaloosa County Stormwater Permit, and an Okaloosa County Underground Utility Permit. Failure of this Agreement to address a particular permit, condition, term or restriction, including permits or authorizations issued by agencies other than Okaloosa County, shall not relieve the Developer from the necessity of complying with the laws governing such permit requirement, condition, term or restriction.
- 3.8 Additional Conditions – The Developer, its successors and assigns, agree to provide all necessary facilities and services required for development of the Property in accordance with the terms of this Agreement. The parties hereto do agree that the Developer 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 By execution hereof, the County acknowledges and agrees that this particular Agreement will encourage proper use of the Property, promote economic use of land resources of the County, provide for public facilities and use, and encourage private participation in the comprehensive planning process. The County acknowledges and agrees that it is exercising its sound discretion in this instance by entering into this Agreement to achieve mutual benefits that are particular and unique to the circumstances underlying this Agreement.

4.2 This Agreement is assignable by the Developer and shall be binding upon, and inure to the benefit of, all heirs, successors and assigns of the parties hereto.

4.3 To the extent that the Developer fails to perform any of the actions or requirements contained in this Agreement, the County shall provide written notice to the Developer of his failure to comply with the terms of this Agreement. Within thirty (30) days of the receipt of such notice, and in the event that the Developer fails to cure such failure within thirty (30) days after receipt of such notice, the County shall 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 Developer cures the performance failure then the review and processing of applications for a development order may resume.

4.4 Any notices required to be given or elected to be given by either of the parties pursuant to the terms of this agreement shall be deemed effective provided when placed in the United States Mail, certified return receipt requested, or placed in the hands of an overnight delivery service.

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As to the Developer:

Gregory E. Matovina
Patriot Ridge, LLP
12443 San Jose Boulevard, Suite 504
Jacksonville, FL 32223

As to the County:

Elliot Kampert
Growth Management Director
Okaloosa County, Florida
1250 N Eglin Parkway
Shallmar, FL 32579

And a copy to:

County Attorney:

Gregory T. Stewart
County Attorney
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

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IN WITNESS WHEREOF, the parties have set their hands and seals this 5th day of November,
2019.

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

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



ATTEST:

Jodi Gates
Jodi Gates
Clerk of Circuit Court



The foregoing instrument was acknowledged before me this 5th day of November, 2019, by
Charles K. Windes, Jr., as Chairman of the OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS, on behalf of the Board, who is personally known to me.

APPROVED AS TO LEGAL SUFFICIENCY:

Lynn Hoshikawa
Lynn Hoshikawa
County Attorney

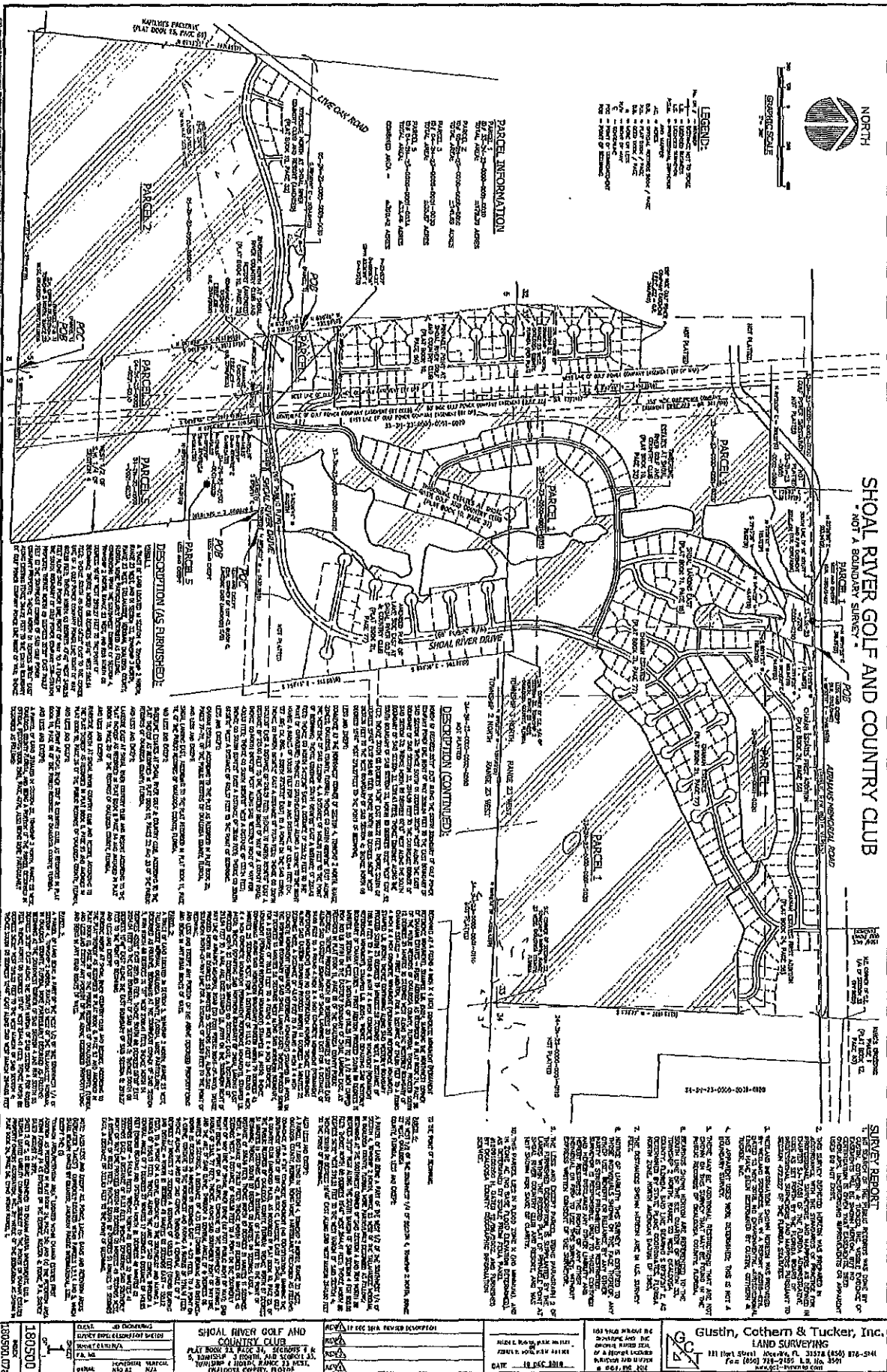
Signed, sealed and delivered in the presence of:

STATE OF FLORIDA COUNTY OF OKALOOSA Notary Public, State of Florida, My Commission Expires:

DEVELOPER

Patriot Ridge, LLP, a Florida limited liability partnership

By: Gregory E. Matovina Gregory E. Matovina, Managing Partner of Patriot Ridge,
LLP



SHOAL RIVER GOLF AND COUNTRY CLUB
 NOT A BOUNDARY SURVEY

LEGEND

- 1. EASEMENT TO STATE
- 2. EASEMENT TO CLUB
- 3. EASEMENT TO ADJACENT PARCELS
- 4. EASEMENT TO UTILITY
- 5. EASEMENT TO ROAD
- 6. EASEMENT TO WATER
- 7. EASEMENT TO AIR
- 8. EASEMENT TO LIGHT
- 9. EASEMENT TO SOUND
- 10. EASEMENT TO OTHER

PARCEL INFORMATION

- PARCEL 1 - 100-000-000-000
- PARCEL 2 - 100-000-000-000
- PARCEL 3 - 100-000-000-000
- PARCEL 4 - 100-000-000-000
- PARCEL 5 - 100-000-000-000

DESCRIPTION (CONTINUED)

DESCRIPTION OF PARCEL 1: This parcel is bounded on the north by the Shoal River Drive, on the east by the boundary of Parcel 2, on the south by the boundary of Parcel 3, and on the west by the boundary of Parcel 4. The area contains a residential building and a driveway. The survey shows the building footprint and the driveway easement.

DESCRIPTION OF PARCEL 2: This parcel is bounded on the north by the Shoal River Drive, on the east by the boundary of Parcel 3, on the south by the boundary of Parcel 4, and on the west by the boundary of Parcel 1. The area contains a residential building and a driveway. The survey shows the building footprint and the driveway easement.

DESCRIPTION OF PARCEL 3: This parcel is bounded on the north by the Shoal River Drive, on the east by the boundary of Parcel 4, on the south by the boundary of Parcel 5, and on the west by the boundary of Parcel 1. The area contains a residential building and a driveway. The survey shows the building footprint and the driveway easement.

DESCRIPTION OF PARCEL 4: This parcel is bounded on the north by the Shoal River Drive, on the east by the boundary of Parcel 5, on the south by the boundary of Parcel 1, and on the west by the boundary of Parcel 2. The area contains a residential building and a driveway. The survey shows the building footprint and the driveway easement.

DESCRIPTION OF PARCEL 5: This parcel is bounded on the north by the Shoal River Drive, on the east by the boundary of Parcel 1, on the south by the boundary of Parcel 2, and on the west by the boundary of Parcel 3. The area contains a residential building and a driveway. The survey shows the building footprint and the driveway easement.

SURVEY REPORT

The survey was conducted on the 15th day of March, 2024, at the Shoal River Golf and Country Club. The survey was performed by Gustin, Colthorn & Tucker, Inc. The survey shows the boundaries of the parcels and the easements. The survey was conducted in accordance with the Florida Surveying and Mapping Act. The survey shows the boundaries of the parcels and the easements. The survey was conducted in accordance with the Florida Surveying and Mapping Act.

Gustin, Colthorn & Tucker, Inc.
 LAND SURVEYING
 111 West Street, Oklawaha, FL 32974 (850) 876-5941
 Fax: (850) 924-2885, L.S. No. 3591

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 1805900

PARCEL 1

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, AND IN SECTION 33, TOWNSHIP 3 NORTH, RANGE 23 WEST, TALLAHASSEE, MERIDIAN, OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, AND RUN NORTH 08 DEGREES 10'46" WEST 2919.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 08 DEGREES 10'46" WEST 280.94 FEET; THENCE SOUTH 88 DEGREES 56'32" EAST TO THE CENTER LINE OF A GULF POWER COMPANY POWER LINE RIGHT OF WAY 607.99 FEET; THENCE NORTH 03 DEGREES 47'49" WEST 3400.26 FEET ALONG SAID POWER LINE RIGHT OF WAY TO A FENCE ON THE SOUTH BOUNDARY OF GULF POWER COMPANY SUB-STATION PROPERTY; THENCE NORTH 89 DEGREES 35'57" EAST 769.27 FEET TO THE SOUTHEAST CORNER OF SAID GULF POWER COMPANY PROPERTY; THENCE NORTH 01 DEGREES 39'03" EAST ALONG EXISTING FENCE 384.72 FEET TO THE SOUTH BOUNDARY OF GULF POWER COMPANY POWER LINE RIGHT OF WAY; THENCE NORTH 87 DEGREES 55'17" EAST ALONG THE SOUTH BOUNDARY OF GULF POWER COMPANY POWER LINE RIGHT OF WAY 3586.04 FEET TO THE EAST BOUNDARY OF SAID SECTION 33; THENCE SOUTH 01 DEGREES 32'39" WEST ALONG THE EAST BOUNDARY OF SAID SECTION 33, 2614.99 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE NORTH 89 DEGREES 02'13" WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 33, 1319.43 FEET; THENCE CONTINUE ALONG THE SOUTH BOUNDARY OF SAID SECTION 33, NORTH 89 DEGREES 03'21" WEST 1317.92 FEET; THENCE SOUTH 08 DEGREES 14'36" EAST 983.22 FEET; THENCE SOUTH 07 DEGREES 57'45" EAST 985.60 FEET; THENCE NORTH 88 DEGREES 56'32" WEST 2637.36 FEET TO THE WEST BOUNDARY OF SAID SECTION 4; THENCE NORTH 08 DEGREES 10'46" WEST 279.27 FEET TO THE POINT OF BEGINNING,

LESS AND EXCEPT:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE GO SOUTH 08°09'08" EAST ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 1406.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 08°09'08" EAST A DISTANCE OF 220.43 FEET; THENCE GO NORTH 74°32'36" EAST A DISTANCE OF 255.72 FEET TO THE POINT OF CURVATURE; THENCE GO SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET FOR AN ARC DISTANCE OF 133.44 FEET (CH. 127 .66'; CH. BRG. - SOUTH 77°53'33" EAST) TO A POINT ON THE SAID CURVE; THENCE GO NORTH 86°56'52" EAST A DISTANCE OF 77.74 FEET; THENCE GO SOUTH 04°33'30" EAST A DISTANCE OF 218.29 FEET; THENCE TO NORTH 85°58'10" EAST A DISTANCE OF 275.00 FEET TO THE WESTERLY RIGHT OF WAY OF A COUNTY ROAD; THENCE GO NORTH 04°47'30" WEST ALONG SAID WESTERLY RIGHT OF WAY FOR 430.13 FEET; THENCE GO SOUTH 88°58'10" WEST A DISTANCE OF 133.24 FEET; THENCE GO SOUTH 03°41'21" EAST A DISTANCE OF 30.00 FEET; THENCE GO SOUTH 88°58'10" WEST A DISTANCE OF 605.37 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

CHANAN ESTATES, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 21, PAGES 77-79, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

SHOAL LANDING EAST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 11, PAGE 18, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

TIMBERLINE ESTATES AT SHOAL RIVER GOLF & COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 32 AND 33 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

LAKESIDE EAST AT SHOAL RIVER COUNTRY CLUB AND RESORT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8 PAGE 94 AND AMENDED IN PLAT BOOK 10, PAGE 25 OF THE RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

RIVERSIDE NORTH AT SHOAL RIVER COUNTRY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 93 AND AMENDED IN PLAT BOOK 10, PAGE 26 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

PINNACLE POINT AT SHOAL RIVER GOLF & COUNTRY CLUB, AS RECORDED IN PLAT BOOK 10, PAGE 96 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

A PARCEL OF LAND SITUATED IN SECTION 33, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY FLORIDA, AND BEING A PORTION OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2961, PAGE 4776, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED L.B. #5024, MARKING THE NORTHWEST CORNER OF CHANAN ESTATES - FIRST ADDITION AS RECORDED IN PLAT BOOK 24, PAGE 58 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 12 DEGREES 25 MINUTES 10 SECONDS WEST ALONG THE WESTERLY BOUNDARY OF CHANAN ESTATES - FIRST ADDITION, FOR A DISTANCE OF 174.00 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED L.B. #5024; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY PROCEED SOUTH 25 DEGREES 19 MINUTES 28 SECONDS WEST, A DISTANCE OF 188.94 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED L.B. #5024; THENCE DEPARTING SAID WESTERLY BOUNDARY OF CHANAN ESTATES - FIRST ADDITION PROCEED SOUTH 80 DEGREES 11 MINUTES 55 SECONDS WEST, A DISTANCE OF 106.25 FEET TO A 1/2 INCH CAPPED IRON ROD LB #7191 ON THE EASTERLY BOUNDARY OF SHOAL LANDING EAST, AS RECORDED IN PLAT BOOK 11, PAGE 18 OF THE OKALOOSA COUNTY PUBLIC RECORDS; THENCE PROCEED NORTH 09 DEGREES 30 MINUTES 37 SECONDS EAST ALONG SAID EASTERLY BOUNDARY OF SHOAL LANDING EAST FOR A DISTANCE OF 94.00 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT) WITH NO IDENTIFICATION NUMBER; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY PROCEED NORTH 14 DEGREES 44 MINUTES 22 SECONDS WEST, A DISTANCE OF 43.47 FEET TO A FOUND 4 INCH X 4 INCH

CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT) STAMPED LB. #4150, ON THE NORTHERN BOUNDARY OF SAID SHOAL LANDING EAST; THENCE PROCEED SOUTH 77 DEGREES 15 MINUTES 58 SECONDS WEST ALONG SAID NORTHERN BOUNDARY, FOR A DISTANCE OF 70.62 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT) STAMPED LB. #4150; THENCE CONTINUING ALONG SAID NORTHERN BOUNDARY PROCEED NORTH 70 DEGREES 45 MINUTES 35 SECONDS WEST, FOR A DISTANCE OF 115.12 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED LB. #4150; THENCE DEPARTING SAID NORTHERN BOUNDARY OF SHOAL LANDING EAST PROCEED NORTH 23 DEGREES 28 MINUTES 00 SECONDS EAST, A DISTANCE OF 213.94 FEET TO A NAIL AND DISC STAMPED LB. #7191 ON THE SOUTHERN RIGHT OF WAY LINE OF AIRMAN'S MEMORIAL ROAD (50 FOOT PUBLIC RIGHT-OF-WAY); THENCE PROCEED NORTH 88 DEGREES 59 MINUTES 55 SECONDS EAST, ALONG SAID SOUTHERN RIGHT-OF-WAY LINE FOR A DISTANCE OF 310.90 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING AND BEING IN ANY ROAD RIGHTS OF WAYS.

PARCEL 2:

A TRACT OF LAND LOCATED IN SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, TALLAHASSEE MERIDIAN, OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5, RUN NORTH 88 DEGREES 31 '37" WEST 2708.41 FEET; THENCE NORTH 04 DEGREES 45'55" EAST 2871.69 FEET; THENCE SOUTH 88 DEGREES 50'00" EAST 2054.04 FEET TO THE EAST BOUNDARY OF SAID SECTION 5; THENCE SOUTH 08 DEGREES 10'46" EAST ALONG THE EAST BOUNDARY OF SAID SECTION 5; 2919.27 FEET TO THE POINT OF BEGINNING

AND LESS AND EXCEPT

RIVERSIDE NORTH AT SHOAL RIVER COUNTRY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 93 AND AMENDED IN PLAT BOOK 10, PAGE 26 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. AND LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING AND BEING IN ANY ROAD RIGHTS OF WAYS.

PARCEL 3:

A PARCEL OF LAND BEING A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST OF THE TALLAHASSEE MERIDIAN, IN OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 4 AND RUN SOUTH 88 DEGREES 31'37" EAST ALONG THE SOUTH MARGIN OF SAID SECTION 4 FOR 600.00 FEET; THENCE NORTH 08 DEGREES 10'46" WEST 2644.41 FEET; THENCE NORTH 88 DEGREES 56'32" WEST 599.28 FEET TO THE WEST MARGIN OF SAID SECTION 4; THENCE SOUTH 08 DEGREES 10'46" EAST ALONG SAID WEST MARGIN 2640.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST,
OKALOOSA

COUNTY, FLORIDA, LESS AND EXCEPT:

A PARCEL OF LAND BEING A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST OF THE TALLAHASSEE MERIDIAN, IN OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 4 AND RUN NORTH 88 DEGREES 31'37" WEST ALONG THE SOUTH MARGIN OF SAID SECTION 4 FOR 600.00 FEET; THENCE NORTH 08 DEGREES 10'46" WEST 2644.41 FEET; THENCE NORTH 88 DEGREES 56'32" WEST 599.28 FEET TO THE WEST MARGIN OF SAID SECTION 4; THENCE SOUTH 08 DEGREES 10'46" EAST ALONG SAID WEST MARGIN 2640.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

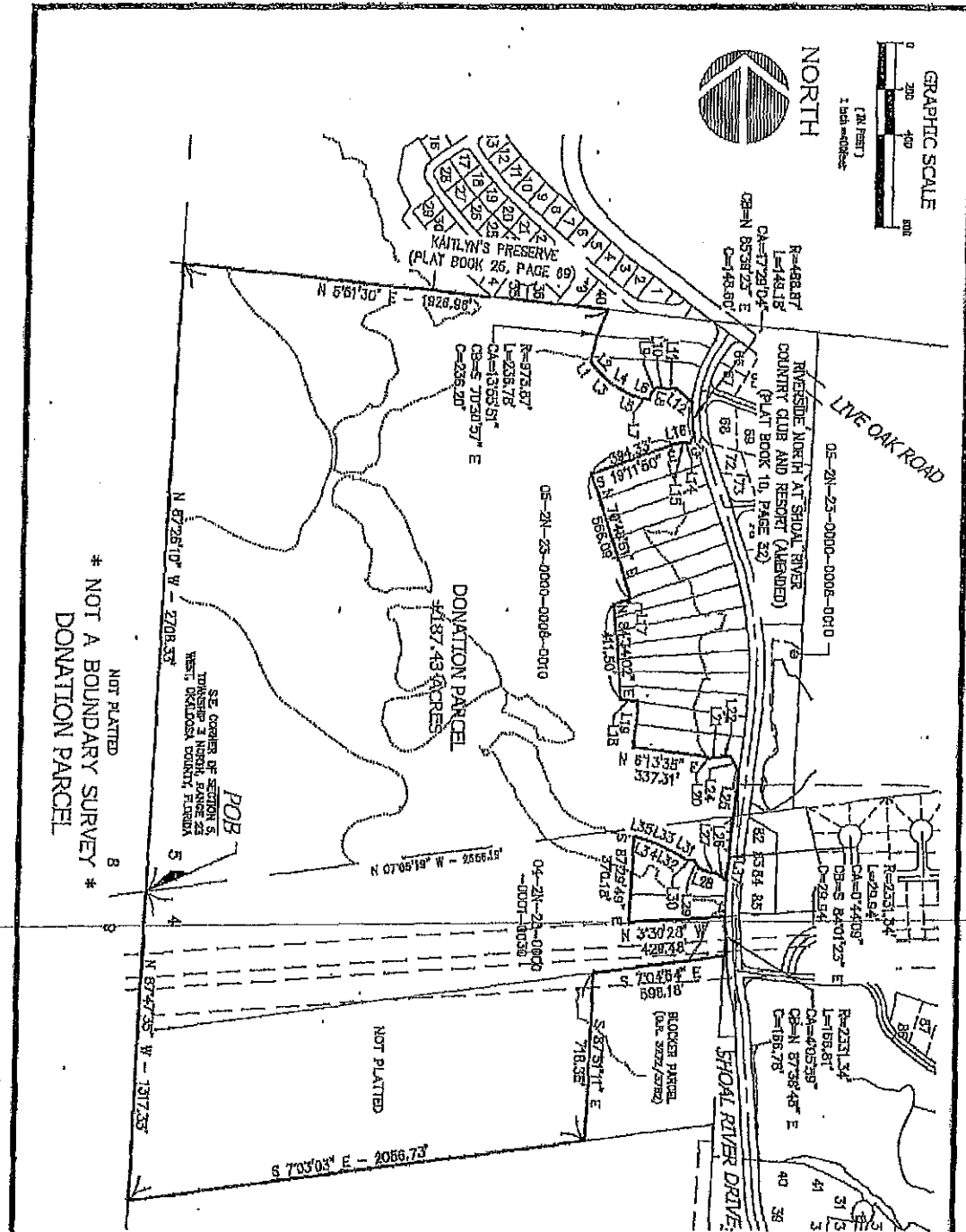
COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION), MARKING THE SOUTHWEST CORNER OF LOT 42, BLOCK C, LAKESIDE EAST AT SHOAL RIVER GOLF & COUNTRY CLUB (AMENDED PLAT), AS RECORDED IN PLAT BOOK 10, PAGE 25, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE NORTH 87 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 140.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07 DEGREES 00 MINUTES 09 SECONDS EAST, A DISTANCE OF 586.18 FEET; THENCE NORTH 87 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 718.31 FEET; THENCE NORTH 07 DEGREES 06 MINUTES 40 SECONDS WEST, A DISTANCE OF 600.58 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHOAL RIVER DRIVE (66 FOOT PUBLIC RIGHT OF WAY); SAID POINT BEING A POINT ON A CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2345.77 FEET; THENCE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0 DEGREES 06 MINUTES 56 SECONDS, A DISTANCE OF 4.73 FEET (CHORD BEARING AND DISTANCE= NORTH 85 DEGREES 36 MINUTES 09 SECONDS EAST - 4.73 FEET), TO A POINT ON A CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1216.16 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7 DEGREES 27 MINUTES 17 SECONDS A DISTANCE OF 158.23 FEET (CHORD BEARING AND DISTANCE = NORTH 81 DEGREES 49 MINUTES 02 SECONDS EAST - 158.12 FEET), TO A POINT ON A CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1150.16 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7 DEGREES 27 MINUTES 17 SECONDS A DISTANCE OF 149.65 FEET (CHORD BEARING AND DISTANCE= NORTH 81 DEGREES 49 MINUTES 02 SECONDS EAST - 149.54 FEET); THENCE NORTH 85 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 91.13 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE PROCEED SOUTH 02 DEGREES 08 MINUTES 49 SECONDS WEST, A DISTANCE OF 80.22 FEET; THENCE SOUTH 87 DEGREES 51 MINUTES 11 SECONDS EAST, A DISTANCE OF 323.83 FEET TO THE POINT OF BEGINNING.

NOTE: ALSO LESS AND EXCEPT ALL PONDS, LAKES, DAMS AND RETENTION AREAS (HEREAFTER "LAKES") CURRENTLY LOCATED WITHIN PARCELS 1,2,3,4 AND 5, WHICH SHALL REMAIN OWNED BY GRANTOR, AMERICAN PACIFIC INTERNATIONAL, LTD., EXCEPT THE; (I)

"COMMON AREA/RETENTION AREA" LOCATED WITHIN CHANAN ESTATES FIRST ADDITION AS RECORDED IN PLAT BOOK 24, PAGE 56; AND (II) THE RETENTION AREA WITHIN FAIRWAY #4 AS DIPPICED ON THE GEORGE, NIELSEN & TOOKE, P.A. SURVEY DATED AUGUST 7, 1991,

SHEET 2 OF 5; IS BEING CONVEYED TO CHANAN ADARA INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY. SUBJECT TO THE RIGHTS OF CHANAN ESTATES PROPERTY OWNERS ASSOCIATION, INC., BY VIRTUE OF THE DEDICATION AS SHOWN IN PLAT BOOK 24, PAGE 56, LYING WITHIN PARCEL 1.

PATRIOT RIDGE									
PROPOSED PHASING SCHEDULE									
EXHIBIT C									
							TRAFFIC	PUBLIC	
						MAX #	MITIGATION	SEWER	
PHASE #	GENERAL LOCATION				OF LOTS		PAYMENT	SYSTEM	
1	West of Lakes A and B				65	\$	36,621	Y	
2	Between Lake C and Shoal River Drive				28		14,085	Y	
3	East of Shoal River Drive (Mixed Use Unit One)				60		30,987	Y	
4	East of Shoal River Drive (Mixed Use Unit Two)				73		36,621	Y	
5	East of Shoal River Drive (Mixed Use Unit Three)				77		36,621	Y	
	INCLUDES PRIVATE NEIGHBORHOOD PARK								
6	East of Shoal River Drive (Mixed Use Unit Four)				51		25,353	Y	
7	East of Shoal River Drive (Mixed Use Unit Five)				55		28,170	Y	
8	East of Shoal River Drive (Mixed Use Unit Six)				49		22,536	Y	
9	Chanteuse Parkway extension				18		8,451	Y	
10	Between Lake C and Skyline Circle				24		11,268	N	
11	Off Alrmens Memorial Road				11		5,634	Y	
12	Adjacent to Lake E				8		5,634	N	
13	Between Chanan Estates and First Addition				21		11,268	Y	
14	South of Shoal River Drive				20		8,451	Y	
	INCLUDES PUBLIC NEIGHBORHOOD PARK								
15	Off Timberline Drive				10		5,634	N	
TOTAL					570	\$	287,334		
NOTE: Phase numbers/designation do not necessarily indicate the order the phases will be developed but are used to match the phases per this exhibit to the phases per the Master Plan.									



* NOT A BOUNDARY SURVEY *
DONATION PARCEL

SEE SHEET 2 FOR DESCRIPTION AND SURVEY REPORT

DONATION PARCEL AT SHOAL RIVER GOLF AND COUNTRY CLUB IN SECTIONS 4 & 5, TOWNSHIP 2 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA.

TYPE: DESCRIPTION: SKETCH CURVE: AS SHOWN FIELD DATE: N/A CALC: N/A BY DATE: N/A		ALLEN E. TUCKER, P.S.M., No. 4584 OR JOSHUA P. YOUNG, P.S.M., No. 6600	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
18 DEC 2018		© 2018, Inc. 2018	
GUSTIN, COTHERN & TUCKER, INC. LAND SURVEYING (850) 678-5141 L.B. #3601 121 HART STREET www.gct-survey.com NICEVILLE, FL 32678			SHEET 180500 INDEX 180500.06a 1 OF 2

DESCRIPTION (AS WRITTEN):

DONATION PARCEL

THAT PORTION OF PARCELS 2, 3 AND 6 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2881, PAGE 4776), IN SECTIONS 4 AND 6, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE AND A PROPOSED DEVELOPMENT ADJACENT THERETO, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 26, PAGE 68), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 87°26'10" W ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2708.33 FEET TO THE SOUTHEAST CORNER OF SAID KAITLYN'S PRESERVE; THENCE N 08°51'30" E ALONG THE EAST LINE THEREOF, A DISTANCE OF 1925.96 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 973.87 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'51", AN ARC DISTANCE OF 238.78 FEET, (CHORD BEARING = S 70°30'57" E, CHORD = 238.20 FEET); THENCE N 54°23'37" E, A DISTANCE OF 23.45 FEET; THENCE N 45°14'55" E, A DISTANCE OF 51.31 FEET; THENCE N 39°24'43" E, A DISTANCE OF 68.39 FEET; THENCE N 27°09'58" E, A DISTANCE OF 58.70 FEET; THENCE N 25°00'57" E, A DISTANCE OF 57.12 FEET; THENCE N 19°43'38" E, A DISTANCE OF 32.08 FEET; THENCE N 06°58'28" E, A DISTANCE OF 34.92 FEET; THENCE N 76°50'51" W, A DISTANCE OF 28.94 FEET; THENCE N 48°48'55" W, A DISTANCE OF 33.84 FEET; THENCE N 08°51'29" E, A DISTANCE OF 49.17 FEET; THENCE N 03°22'52" W, A DISTANCE OF 37.49 FEET; THENCE N 37°08'07" E, A DISTANCE OF 97.98 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID SHOAL RIVER DRIVE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 498.87 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 17°29'04", AN ARC DISTANCE OF 149.18 FEET, (CHORD BEARING = N 85°39'23" E, CHORD = 148.00 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 49°18'58" E, A DISTANCE OF 38.06 FEET; THENCE S 06°10'28" W, A DISTANCE OF 29.45 FEET; THENCE S 20°44'31" W, A DISTANCE OF 4.85 FEET; THENCE S 14°35'20" E, A DISTANCE OF 31.98 FEET; THENCE S 19°11'50" E, A DISTANCE OF 394.33 FEET; THENCE N 70°48'51" E, A DISTANCE OF 688.09 FEET; THENCE S 18°28'58" E, A DISTANCE OF 82.27 FEET; THENCE N 84°34'02" E, A DISTANCE OF 411.50 FEET; THENCE N 07°47'28" E, A DISTANCE OF 82.18 FEET; THENCE S 83°46'28" E, A DISTANCE OF 198.76 FEET; THENCE N 08°13'35" E, A DISTANCE OF 337.31 FEET; THENCE N 49°40'08" E, A DISTANCE OF 13.84 FEET; THENCE N 07°10'34" W, A DISTANCE OF 37.88 FEET; THENCE N 05°36'50" W, A DISTANCE OF 54.30 FEET; THENCE N 57°18'48" E, A DISTANCE OF 78.30 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) CALLS: 1) S 83°50'05" E, A DISTANCE OF 380.25 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; 2) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°44'09", AN ARC DISTANCE OF 29.94 FEET, (CHORD BEARING = S 84°01'23" E, CHORD = 29.94 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY, PROCEED S 80°45'48" E, A DISTANCE OF 86.87 FEET; THENCE S 42°02'38" W, A DISTANCE OF 38.71 FEET; THENCE S 15°46'53" W, A DISTANCE OF 48.93 FEET; THENCE S 17°37'58" W, A DISTANCE OF 47.80 FEET; THENCE S 58°04'25" W, A DISTANCE OF 43.26 FEET; THENCE S 01°28'40" W, A DISTANCE OF 37.09 FEET; THENCE S 30°27'18" W, A DISTANCE OF 58.28 FEET; THENCE S 29°11'13" W, A DISTANCE OF 45.86 FEET; THENCE S 19°48'08" W, A DISTANCE OF 51.51 FEET; THENCE S 21°48'35" W, A DISTANCE OF 47.86 FEET; THENCE S 14°27'50" W, A DISTANCE OF 50.28 FEET; THENCE S 87°26'10" E, A DISTANCE OF 370.18 FEET; THENCE N 03°30'28" W, A DISTANCE OF 429.48 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 04°05'58", AN ARC DISTANCE OF 188.81 FEET, (CHORD BEARING = N 87°38'48" E, CHORD = 186.78 FEET) TO THE NORTHWEST CORNER OF THE BLOCKER PARCEL (OFFICIAL RECORDS BOOK 3272, PAGE 3782); THENCE ALONG THE WEST AND SOUTH LINES THEREOF, THE FOLLOWING TWO (2) CALLS: 1) S 07°47'44" E, A DISTANCE OF 598.18 FEET; 2) S 87°51'11" E, A DISTANCE OF 719.36 FEET TO THE SOUTHEAST CORNER OF SAID BLOCKER PARCEL, LYING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE S 07°03'03" E ALONG SAID EAST LINE, A DISTANCE OF 2058.73 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 4; THENCE N 87°47'35" W ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 1317.33 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 187.43 ACRES, MORE OR LESS.

LINE TABLE		
LINE#	DISTANCE	BEARING
L1	23.45	N 54°23'37" E
L2	51.31	N 45°14'55" E
L3	68.39	N 39°24'43" E
L4	58.70	N 27°09'58" E
L5	57.12	N 25°00'57" E
L6	32.08	N 19°43'38" E
L7	34.92	N 06°58'28" E
L8	28.94	N 76°50'51" W
L9	33.84	N 48°48'55" W
L10	49.17	N 08°51'29" E
L11	37.49	N 37°08'07" E
L12	97.98	N 37°08'07" E
L13	38.06	S 49°18'58" E
L14	29.45	S 06°10'28" W
L15	4.85	S 20°44'31" W
L16	31.98	S 14°35'20" E
L17	52.27	S 19°11'50" E
L18	68.81	S 70°48'51" E
L19	199.76	S 83°46'28" E
L20	13.84	N 07°10'34" W
L21	37.88	N 05°36'50" W
L22	54.30	N 57°18'48" E
L23	78.30	N 57°18'48" E
L24	380.25	S 83°50'05" E
L25	38.71	S 42°02'38" W
L26	48.93	S 15°46'53" W
L27	47.80	S 17°37'58" W
L28	43.26	S 01°28'40" W
L29	37.09	S 30°27'18" W
L30	58.28	S 29°11'13" W
L31	45.86	S 19°48'08" W
L32	51.51	S 21°48'35" W
L33	47.86	S 14°27'50" W
L34	50.28	S 87°26'10" E
L35	370.18	N 03°30'28" W
L36	429.48	S 07°47'44" E
L37	719.36	S 87°51'11" E

SURVEY REPORT

- NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
- THIS SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 3J-17.061 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
- NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
- NO APPARENT USES WERE DETERMINED. THIS IS NOT A BOUNDARY SURVEY.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE LINE SOUTH LINE OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, SAID LINE BEARING N 87°25'10" W AS ESTABLISHED BY STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983. THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
- THE SURVEY MAP AND SURVEY REPORT ARE NOT FULL & COMPLETE WITHOUT THE OTHER.
- NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

SEE SHEET 1 FOR PLAN VIEW

 <p>GUSTIN, COTHERN & TUCKER, INC. LAND SURVEYING 121 HART STREET (860) 678-5141 L.B. #3501 www.gct-survey.com</p>	180500	SHEET
	INDEX 180500.06a	2

NICEVILLE, FL. 32578

DONATION PARCEL

THAT PORTION OF PARCELS 2, 3 AND 5 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2961, PAGE 4776), IN SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE AND A PROPOSED DEVELOPMENT ADJACENT THERETO, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 25, PAGE 69), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 87°26'10" W ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2708.33 FEET TO THE SOUTHEAST CORNER OF SAID KAITLYN'S PRESERVE; THENCE N 05°51'30" E ALONG THE EAST LINE THEREOF, A DISTANCE OF 1926.96 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 973.87 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'51", AN ARC DISTANCE OF 236.78 FEET, (CHORD BEARING = S 70°30'57" E, CHORD = 236.20 FEET); THENCE N 54°23'37" E, A DISTANCE OF 23.45 FEET; THENCE N 45°14'58" E, A DISTANCE OF 51.31 FEET; THENCE N 39°24'43" E, A DISTANCE OF 68.39 FEET; THENCE N 27°09'58" E, A DISTANCE OF 56.70 FEET; THENCE N 25°00'57" E, A DISTANCE OF 57.12 FEET; THENCE N 19°43'38" E, A DISTANCE OF 32.08 FEET; THENCE N 06°58'26" E, A DISTANCE OF 34.92 FEET; THENCE N 75°50'51" W, A DISTANCE OF 28.94 FEET; THENCE N 48°46'55" W, A DISTANCE OF 33.64 FEET; THENCE N 06°51'29" E, A DISTANCE OF 49.17 FEET; THENCE N 03°22'52" W, A DISTANCE OF 37.49 FEET; THENCE N 37°08'07" E, A DISTANCE OF 97.98 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID SHOAL RIVER DRIVE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.87 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 17°29'04", AN ARC DISTANCE OF 149.18 FEET, (CHORD BEARING = N 85°39'23" E, CHORD = 148.60 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 49°16'56" E, A DISTANCE OF 36.06 FEET; THENCE S 05°10'28" W, A DISTANCE OF 29.45 FEET; THENCE S 20°44'31" W, A DISTANCE OF 4.65 FEET; THENCE S 14°35'20" E, A DISTANCE OF 31.98 FEET; THENCE S 19°11'50" E, A DISTANCE OF 394.33 FEET; THENCE N 70°48'51" E, A DISTANCE OF 566.09 FEET; THENCE S 18°26'56" E, A DISTANCE OF 82.27 FEET; THENCE N 84°34'02" E, A DISTANCE OF 411.50 FEET; THENCE N 07°47'28" E, A DISTANCE OF 82.18 FEET; THENCE S 83°46'25" E, A DISTANCE OF 199.76 FEET; THENCE N 06°13'35" E, A DISTANCE OF 337.31 FEET; THENCE N 49°40'08" E, A DISTANCE OF 13.84 FEET; THENCE N 07°10'34" W, A DISTANCE OF 37.88 FEET; THENCE N 05°36'50" W, A DISTANCE OF 54.30 FEET; THENCE N 57°18'48" E, A DISTANCE OF 76.30 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) CALLS: 1) S 83°50'05" E, A DISTANCE OF 360.25 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; 2) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°44'09", AN ARC DISTANCE OF 29.94 FEET, (CHORD BEARING = S 84°01'23" E, CHORD = 29.94 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY, PROCEED S 80°45'49" E, A DISTANCE OF 86.87 FEET; THENCE S 42°02'38" W, A DISTANCE OF 38.71 FEET; THENCE S 15°46'33" W, A DISTANCE OF 46.93 FEET; THENCE S 17°37'58" W, A DISTANCE OF 47.80 FEET; THENCE S 58°04'25" W, A DISTANCE OF 43.26 FEET; THENCE S 01°29'40" W, A DISTANCE OF 37.09 FEET; THENCE S 30°27'15" W, A DISTANCE OF 56.26 FEET; THENCE S 29°11'13" W, A DISTANCE OF 45.86 FEET; THENCE S 19°48'06" W, A DISTANCE OF 51.51 FEET; THENCE S 21°15'35" W, A DISTANCE OF 47.85 FEET; THENCE S 14°27'50" W, A DISTANCE OF 50.28 FEET; THENCE S 87°29'49" E, A DISTANCE OF 370.18 FEET; THENCE N 03°30'28" W, A DISTANCE OF 429.48 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE, LYING IN A CURVE CONCAVE NORTHERLY

AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF $04^{\circ}05'59''$, AN ARC DISTANCE OF 166.81 FEET, (CHORD BEARING = N $87^{\circ}38'48''$ E, CHORD = 186.78 FEET) TO THE NORTHWEST CORNER OF THE BLOCKER PARCEL (OFFICIAL RECORDS BOOK 3272, PAGE 3782); THENCE ALONG THE WEST AND SOUTH LINES THEREOF, THE FOLLOWING TWO (2) CALLS: 1) S $07^{\circ}04'54''$ E, A DISTANCE OF 598.18 FEET; 2) S $87^{\circ}51'11''$ E, A DISTANCE OF 718.35 FEET TO THE SOUTHEAST CORNER OF SAID BLOCKER PARCEL, LYING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE S $07^{\circ}03'03''$ E ALONG SAID EAST LINE, A DISTANCE OF 2056.73 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 4; THENCE N $87^{\circ}47'35''$ W ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 1317.33 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 187.43 ACRES, MORE OR LESS.

EXHIBIT 2

DEVELOPMENT AGREEMENT

SEP 01 2020

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020, by and between the Okaloosa County Board of County Commissioners (the "County") and Patriot Ridge, LLP, a Florida limited liability partnership ("Developer") for the purpose of establishing development right of the Developer for certain real property located with the unincorporated area of Okaloosa County, Florida, as more particularly described herein; providing assurances to the Developer that it may proceed with the Project in accordance with existing laws and policies subject to the conditions of this Agreement; and insuring that this Agreement is in compliance with applicable provisions of Sections 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan.

ARTICLE I. RECITALS

WHEREAS, the intent of the Florida Local Government Development Agreement Act (the "Act") is explicitly provided in Section 163.3220(2), Florida Statutes, which states as follows:

(2) The Legislature finds and declares that: (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital investment planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; (b) Assurance to a developer that upon receipt of his development order(s) he may proceed with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(3) In conformity with, in furtherance of and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(4) This intent is affected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.

(5) Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing.

WHEREAS, the Okaloosa County Land Development Code has been adopted by Ordinance No. 91-1, as amended, and does contain Section 1.11.05 "Development Agreement" which specifically authorizes the County to enter into development agreements with developers; and

WHEREAS, the Developer wishes to develop a ~~676570~~ lot single family residential development project which will be comprised solely of residential and accessory uses; and

WHEREAS, the Developer has control of ~~476.08416.60~~ +/--acre parcel of property (the "Property") located as more particularly described in Exhibit A, which possesses the required characteristics to accommodate the proposed general plan for development of the Property, which has been submitted by the Developer under the name of Patriot Ridge Master Plan (the "Project"); and

WHEREAS, the Property is currently zoned by the County for residential and mixed use and the Developer has submitted a development order application with the County, which seeks to develop to an extent which is less than the maximum development density allowed for the zoning district; and

WHEREAS, the Project will be developed in up to ~~six~~^{fifteen} (15) phases over a period of five (5) years and therefore the Developer is desirous of agreeing upon and memorializing its development rights with regard to the Property in contractual terms; and

WHEREAS, it is in the best interests of the County and its citizens that the development of the Property be completed in a planned and orderly fashion giving consideration to the subjects addressed by this Agreement; and

WHEREAS, the Developer and the County have agreed upon terms and conditions relating to the development of the Property, development rights, and benefits to the County and its citizens which are acceptable to the Developer and acceptable to the County, and the Developer and the County have deemed it appropriate that the terms and conditions of their agreements be reduced to written form; and

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

WHEREAS, the Act provides a means for the Developer and the County to document the assurances sought by each and commitment to the terms and obligations of this Agreement; and

WHEREAS, pursuant to the requirements of Section 163.3225, Florida Statutes, the County has held two public hearings with respect to this Agreement, those being held on ~~XXXXXX~~ and ~~XXXXXX~~ respectively, with due public notice provided for each as required by law.

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

ARTICLE II. DEFINITIONS

The following definitions shall apply to the terms and conditions of this Agreement. If a word, term or phrase is not defined in this Article, its meaning shall be as defined in the Okaloosa County Land Development Code.

2.1 "Comprehensive Plan" means the adopted Okaloosa County Comprehensive Plan, Ordinance No. 90-1, as subsequently amended.

2.2 "County" means Okaloosa County, a political subdivision of the State of Florida.

2.3 "Developer" means Patriot Ridge, LLP, a Florida limited liability partnership, and its lawful successors in title and interest.

2.4 "Land Development Code" means the Okaloosa County Land Development Code, Ordinance No. 91-1, as subsequently amended.

2.5 "Maintenance" means servicing, support, and upkeep of all Infrastructures servicing the Project.

2.6 "Owners Association" means the non-profit corporation(s) established as a mandatory owners association for the governance of the use of the property subject to this Agreement.

2.7 "Project" means the proposed residential development, Patriot Ridge Master Plan, and all supporting uses and amenities authorized by this Agreement, as more particularly described herein.

2.8 "Property" means the real property more particularly described as Exhibit A upon which the Project will be developed.

2.9 "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. ESSENTIAL REQUIREMENTS

The essential requirements of law for this Agreement as prescribed by Section 163.3227, Florida Statutes, are addressed as follows:

3.1 Legal Description – A legal description of the property to be developed subject to the terms and conditions of this Agreement is attached hereto as Exhibit A, and incorporated herein by reference.

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

3.3 Development Uses

A. The parties do hereby agree that the Developer intends to develop a residential development consisting of a maximum of ~~676570~~ single family units and all associated roadways, stormwater treatment, landscaping, and other improvements as may be required by the Land Development Code; and could, but are not obligated to, build and develop accessory uses and structures including storage areas, parking lots and/or garages. Building density shall be no more than four (4) units per acre, and building height shall not exceed 45 feet.

B. The Project described in section 3.3(a) may be developed in up to ~~six~~ fifteen (15) phases through the term of this Agreement. Prior to the development of each phase, the Developer shall submit to the County all notices and/or contributions provided for in this Agreement. Development authorized by this Agreement shall be in conformance with the terms of this Agreement. The proposed phasing is provided by the attached Exhibit C.

3.4 Public Facilities, Infrastructure Capacity, and Capacity Reservation – The Developer, at its expense, will supply adequate public facilities, infrastructure, and services to serve the Project concurrent with the impact which creates the need for the following services:

A. **Solid Waste Disposal** – Collection service for the Project will be in accordance with the franchise agreement between Okaloosa County and the franchised hauler. The Public Works Division has indicated there is sufficient capacity to handle the solid waste from the proposed development.

B. **Stormwater Management** – The Developer shall design and construct or cause to be constructed at its expense, a stormwater management system or systems to serve all parcels within the project boundary or existing facilities shall be shown to accommodate all or a portion of the required stormwater management system. All stormwater management system improvements located with the Project will be: (1) designed and constructed to County and State standards and (2) all improvements located outside the boundaries of individual parcels which are not dedicated to the County will be maintained as common elements by the Owners Association. The County will not be responsible for any construction or maintenance costs associated with the stormwater drainage system within the Project unless it is dedicated as a public facility and formally accepted after the completion of the required bonding and warranty period. The project wide systems are intended to provide the primary treatment capacity for all development with the Project.

C. **Transportation and Roads** –

1. The Developer has submitted to the County a comprehensive Traffic Impact Analysis for the Project prepared by Southern Traffic Services, including land use and transportation capacity analysis data for the purpose of determining the impact the Project will have on all roadway segments included in the County's Transportation Concurrency System, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.
2. The proposed trips resulting from the development of the Project exceeds the capacity available along segments of SR 85 and PJ Adams Parkway. The parties agree that the Developer may address the capacity constraints in the impact area by applying the mitigation payment set forth in the Traffic Impact Analysis (the "Mitigation Payment") to certain transportation improvements, as set forth below.
3. In consideration of the Mitigation Payment, which provides value and capacity enhancement to the County roadway system, the County agrees to reserve a total trip capacity of 62 P.M. Peak Hour trips in relation to the segment of State Road 85 (from Stilwell Avenue to CR 188 – Airport Road), 85 P.M. Peak Hour trips in relation to the segment of State Road 85 (from Antioch Road to I-10) and 220 PM Peak Hour trips in relation to the segment of PJ Adams Parkway (from Antioch Road to Wild Horse Drive).
4. The total budgeted construction cost of phase one of the PJ Adams Parkway Widening project is \$5,300,000, which will create One Thousand Eighty-One (1,881) trips. Based on the Parkway Widening project, the parties agree the Developer's calculated Mitigation Payment amount is ~~\$318,321,287,334~~. The parties agree the estimated construction cost for operational improvements, described in section 8 below, exceed the calculated Mitigation Payment and no Mitigation Payment shall be made by the Developer to the County.
5. In addition to the impact the development will have on the roadway segments included in the County's Transportation Concurrency System, the development also will impact several other

roadway segments in its service area that are not included in such system, which are currently operating at or above their capacity. The Traffic Impact Analysis identifies these roadway segments and recommends operational improvements required to retain, or improve, the level of service.

6. The Developer agrees to provide the operational improvements and cash payment set forth below. The estimated cost of the Developer's total out of pocket cost for surveying, soil testing, design, other soft costs and construction for such improvements is \$1,300,524.
7. The proposed operational improvement(s) shall be made in a public/private partnership with the County participating in the construction of the operational improvements as hereinafter set forth.
8. Notwithstanding any other provision of this Agreement or the Traffic Impact Analysis, the Developer and the County hereby agree to make the following improvements:
 - a) The Developer shall pay \$30,000.00 to the County on or before January 1, 2021 to be used by the County for planned improvements to John King Road; and
 - b) The Developer shall construct southbound dual left turn lanes on SR85 at the intersection with Live Oak Church Road with the outside lane used for Live Oak Church Road turning movements and the inside lane striped for a left u-turn combination, or as otherwise approved by the FDOT, and shall construct a westbound right turn lane on Live Oak Church Road from SR 85 to the current entrance to the CEFCO. Upon approval of this Agreement, Developer shall submit the plans for such improvements to the FDOT and the County within ninety (90) days, shall vigorously pursue obtaining approval of such plans and shall complete these improvements within twelve (12) months after obtaining such approval; and
 - c) The County shall add a project to the County Capital Improvement Plan to widen the bridge on Live Oak Church Road, located 0.8 miles east of SR 85; and
 - d) The Developer shall widen Live Oak Church Road to four (4) lanes from SR85 to Shoal River Drive transitioning to two (2) lanes at that intersection with a right turn on to Shoal River Drive. In addition, the Developer shall also construct westbound dual left turn lanes from Live Oak Church Road onto SR85, or as otherwise approved by the FDOT. Upon receipt of the plans from the County for the bridge widening on Live Oak Church Road, the Developer shall submit the plans for such improvements to the FDOT and the County within ninety (90) days, shall vigorously pursue obtaining approval of such plans and shall complete these improvements within twelve (12) months after obtaining such approval or within twelve (12) months after the County completes the bridge widening, whichever comes later.
 - e) The Developer shall construct a southbound left turn lane on Live Oak Church Road at Armen's Memorial Road with a minimum queue length of 100' prior to any roadway connection being made from Phase 16 to any other phase in the proposed development.
9. The Developer shall construct or cause to be constructed a roadway system that will be privately maintained within the Project, which will be available to serve all primary and accessory uses. As such, the roadway system shall be owned and maintained as a private common element of the Project by the Owners Associations. The County will not be responsible for any construction or maintenance costs associated with the internal roadways of the Project. The roadways will

be designed and constructed to County standards. As all roads will be low speed and low volume, all roads with the development shall be considered local roadways as defined in Section 6.03.03 C of the Okaloosa County Land Development Code.

10. ~~The~~A roadway connection ~~to~~ong Airman's Memorial Road ~~in Phase 1~~and Skyline Circle shall not be gated nor shall the roadway be restricted to public use in any way. The Developer shall provide an easement over the roadway connection ~~to~~ong Airman's Memorial Road ~~and~~ Skyline Circle for public access and shall construct this roadway with a stabilized base for construction traffic before any building permit is issued for any phase beyond phases 2, 3, and 4. The Developer shall not be responsible for monitoring construction traffic on any roadway. The roadway shall be paved and upgraded to County standards when the property adjacent to the roadway is platted.

Phase 1 shall also have access to Airman's Memorial Road but shall only have emergency access to Skyline Drive over the existing platted right-of-way owned by the County. The Developer shall stabilize the emergency access to permit vehicular access by emergency vehicles and for use as an emergency ingress/egress for owners in Phase 1 in the event that the access to Airman's Memorial Road is blocked but such access shall otherwise not be available for public or private use.

D. Parks and Recreational Facilities - The Developer shall satisfy concurrency requirements for parks and recreation as provided in Section 6.07 of the Land Development Code as follows;

- 1) The Land Requirements described in Section 6.07.03 result in five (5) acres of land required to be dedicated since the total acreage of the proposed development is less than five hundred (500). The acreage requirement will be met through the dedication of a +/- 1.39 acre site in Phase 3 of the development for construction of a Private Neighborhood Park which shall be owned and maintained by the Homeowners Association and, through the dedication of a minimum of +/- 1.87.43 acres for a Public Neighborhood Park, as shown on the attached Exhibit D and as described by the legal description attached as Exhibit D, to provide access to the Shoal River. The Public Neighborhood Park shall have a minimum 40' wide access, in an upland area, connecting the park to Shoal River Drive on the east side of the park and shall have a minimum 10' wide access, in an upland area, connecting the park to Shoal River Drive on the west side of the park as shown in Exhibit D. To aid with privacy and security to adjacent residential lots directly east of the access points, the County shall construct and maintain a 6 foot tall privacy fence, from wood or tan vinyl, along the east side of the 40' wide and 10' wide access points at such time as any improvements are constructed over such access. The privacy fence shall not block sight distance at the intersection of Live Oak Church Road and Shoal River Drive. The Public Neighborhood Park shall be owned and operated by the County. The Developer may modify the legal description of the property to be conveyed for the Public Neighborhood Park prior to its conveyance provided that its configuration and general location is substantially the same as shown at Exhibit D. The Private Neighborhood Park shall be dedicated to the Homeowners Association prior to or in connection with the plat for Phase Five as shown by Exhibit C. The Public Neighborhood Park shall be dedicated to the County, by warranty deed including any underlying mineral rights that developer owns, prior to the

recording of any plat for the proposed development. Based on the amount that Developer paid for the land included within the Project, the acreage being dedicated to the County for the Public Neighborhood Park would be approximately \$2.05 million.

- 2) The Developer plans to improve the Private Neighborhood Park with open fields, a playground, bathroom facilities and other active uses including, at Developer's option, the construction of a swimming pool and related facilities. The improvements to the Private Neighborhood Park shall meet the requirements of Section 6.07.06 of the Land Development Code for the construction of facilities. The improvements to the Private Neighborhood Park shall be required to be completed prior to the plat being recorded for that phase of development as provided for by Exhibit C.

E. **Potable Water** – Potable water will be provided by Okaloosa County Water & Sewer ("OCWS"), which has verified it has overall system capacity to serve the proposed development.

F. **Sanitary Sewer** –

1. The Developer will connect Phases 1-9, 11, and 13-14 and 16 to the public sewer system, provided by OCWS. OCWS currently has wastewater treatment and disposal capacity available for these phases at the Jerry D. Mitchem Water Reclamation Facility at the Bob Sikes Industrial Park. Capacity is reserved via payments of Capacity Expansion Charges, at rates established by the current Water & Sewer Ordinance at the time of payment.
2. During future engineering design, for reasons pertaining to pump station or line capacity, OCWS reserves the right to allow phases or parcels to have on-site treatment systems (as approved by the Florida Department of Health), provided the lot size meets the minimum requirements and a gravity sewer main or low pressure sewer main is not available in a public right-of-way or easement adjacent to the phase or parcel.
3. For any lots with a proposed low pressure sewer system and/or individual grinder stations, the Developer will setup a central management entity (such as a Homeowners Association). OCWS will not own, operate, or maintain private grinder stations or plumbing.
4. ~~The proposed development, other proposed developments not part of this Development Agreement, and existing sewer demand requires off-site improvements to the Brown Place Lift Station and construction of a new master lift station to be called the Shoal River Landing Lift Station, with associated force main improvements. Developer hereby agrees to contribute \$57,895 to the cost of the upgrade to the Brown Place Lift Station within ten (10) days of receipt of notification of Developer from OCWS that appropriate Purchase Orders have been issued. Developer hereby agrees to contribute \$187,142 to the cost of the Shoal River Landing Lift Station with associated force main improvements within ten (10) days of receipt of notification based on the following schedule;~~
 - a. Twenty percent (20%), or \$37,428.40, upon approval of cost sharing agreements and allocation of the County funds for the construction by the Board of County Commissioners;
 - b. Forty percent (40%), or \$74,856.80, upon receipt of all permits for the construction and commencement of procurement of materials and equipment; and
 - c. Forty percent (40%), or \$74,856.80, upon the start of construction of the lift station and associated force main improvements.

5. As public central sewer service is not currently available to serve Phases 10, 12, and 15, sewage treatment will be provided through the installation of on-site treatment systems as approved by the Florida Department of Health.

3.5 **Concurrency** – Through section 3.4.C, above, the concurrency requirements for traffic and roads have been satisfied by the Developer. The terms of this agreement shall not be construed to imply approval for water, wastewater, stormwater, parks, or solid waste concurrency nor shall it relieve the developer from complying with all applicable rules and/or regulations pertaining to this development. This agreement is applicable to only the specific items expressed herein and the Developer shall comply with all other requirements of the Okaloosa County Land Development Code in their effort to obtain development approval.

3.6 **Consistency** – The development authorized by this Agreement is consistent with the goals, objectives, and policies of the Comprehensive Plan and applicable development regulations in effect at the time of the execution of this Agreement.

3.7 **Required Permits** – The Developer shall obtain, or cause to be obtained, all requisite County permits and authorizations to allow construction of the development contemplated herein including, but not limited to, an Okaloosa County Development Order, Okaloosa County Stormwater Permit, and an Okaloosa County Underground Utility Permit. Failure of this Agreement to address a particular permit, condition, term or restriction, including permits or authorizations issued by agencies other than Okaloosa County, shall not relieve the Developer from the necessity of complying with the laws governing such permit requirement, condition, term or restriction.

3.8 **Additional Conditions** – The Developer, its successors and assigns, agree to provide all necessary facilities and services required for development of the Property in accordance with the terms of this Agreement. The parties hereto do agree that the Developer 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 By execution hereof, the County acknowledges and agrees that this particular Agreement will encourage proper use of the Property, promote economic use of land resources of the County, provide for public facilities and use, and encourage private participation in the comprehensive planning process. The County acknowledges and agrees that it is exercising its sound discretion in this instance by entering into this Agreement to achieve mutual benefits that are particular and unique to the circumstances underlying this Agreement.

4.2 This Agreement is assignable by the Developer and shall be binding upon, and inure to the benefit of, all heirs, successors and assigns of the parties hereto.

4.3 To the extent that the Developer fails to perform any of the actions or requirements contained in this Agreement, the County shall provide written notice to the Developer of his failure to comply with the terms of this Agreement. Within thirty (30) days of the receipt of such notice, and in the event that the

Developer fails to cure such failure within thirty (30) days after receipt of such notice, the County shall 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 Developer cures the performance failure then the review and processing of applications for a development order may resume.

4.4 Any notices required to be given or elected to be given by either of the parties pursuant to the terms of this agreement shall be deemed effective provided when placed in the United States Mail, certified return receipt requested, or placed in the hands of an overnight delivery service.

As to the Developer:

Gregory E. Matovina
Patriot Ridge, LLP
12443 San Jose Boulevard, Suite 504
Jacksonville, FL 32223

As to the County:

Elliot Kampert
Growth Management Director
Okaloosa County, Florida
1250 N Eglin Parkway
Shalimar, FL 32579

And a copy to:


County Attorney:

Gregory T. Stewart
County Attorney
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308


(This space intentionally left blank)

IN WITNESS WHEREOF, the parties have set their hands and seals this SEP 01 2020 day of _____

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

By 
Robert A. "Trey" Gooding III
Chairman, Board of County Commissioners

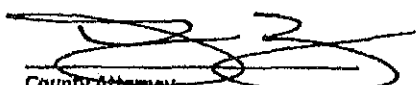


ATTEST

Clerk of Circuit Court



The foregoing instrument was acknowledged before me this 1 day of September by Robert A. "Trey" Gooding III Chairman of the OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of the Board, who is personally known to me.

APPROVED AS TO LEGAL SUFFICIENCY:

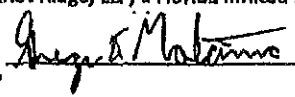

County Attorney

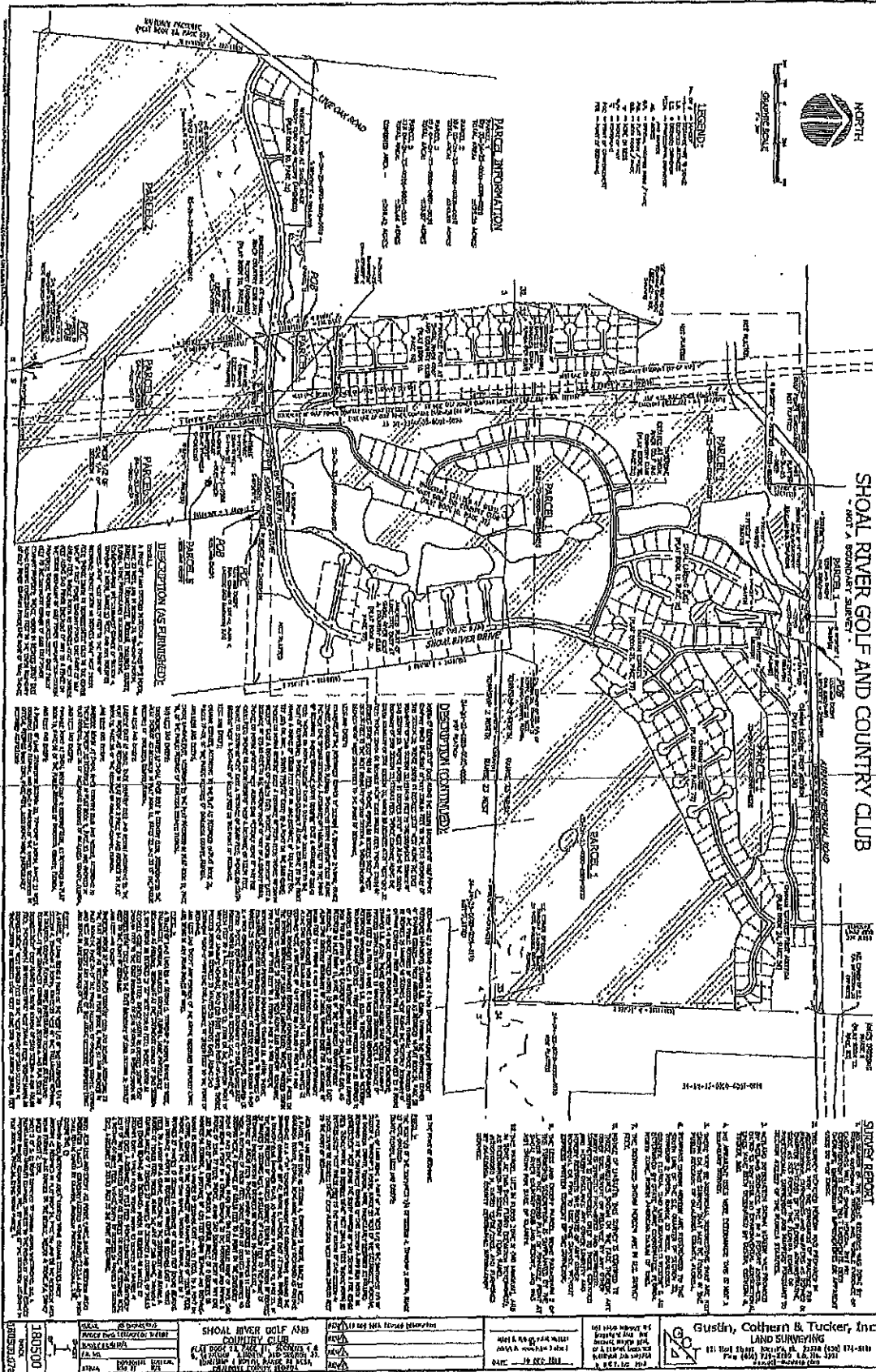
Signed, sealed and delivered in the presence of:

STATE OF FLORIDA COUNTY OF OKALOOSA Notary Public, State of Florida, My Commission Expires:

DEVELOPER

Patriot Ridge, LLP, a Florida limited liability partnership

By:  Gregory E. Matovina, Managing Partner of Patriot Ridge, LLP



SHOAL RIVER GOLF AND COUNTRY CLUB

NOT A BOUNDARY SURVEY

SHOAL RIVER GOLF AND COUNTRY CLUB

LEGEND:

- 1. A boundary line shown by a solid line with dots on one side.
- 2. A boundary line shown by a solid line with dashes on one side.
- 3. A boundary line shown by a solid line with long dashes on one side.
- 4. A boundary line shown by a solid line with short dashes on one side.
- 5. A boundary line shown by a solid line with a wavy pattern on one side.
- 6. A boundary line shown by a solid line with a cross-hatch pattern on one side.
- 7. A boundary line shown by a solid line with a diagonal line pattern on one side.
- 8. A boundary line shown by a solid line with a grid pattern on one side.
- 9. A boundary line shown by a solid line with a brick pattern on one side.
- 10. A boundary line shown by a solid line with a diamond pattern on one side.
- 11. A boundary line shown by a solid line with a square pattern on one side.
- 12. A boundary line shown by a solid line with a triangle pattern on one side.
- 13. A boundary line shown by a solid line with a circle pattern on one side.
- 14. A boundary line shown by a solid line with a square-in-circle pattern on one side.
- 15. A boundary line shown by a solid line with a cross-in-square pattern on one side.
- 16. A boundary line shown by a solid line with a star pattern on one side.
- 17. A boundary line shown by a solid line with a flower pattern on one side.
- 18. A boundary line shown by a solid line with a leaf pattern on one side.
- 19. A boundary line shown by a solid line with a cloud pattern on one side.
- 20. A boundary line shown by a solid line with a wave pattern on one side.
- 21. A boundary line shown by a solid line with a zig-zag pattern on one side.
- 22. A boundary line shown by a solid line with a spiral pattern on one side.
- 23. A boundary line shown by a solid line with a random pattern on one side.
- 24. A boundary line shown by a solid line with a regular pattern on one side.
- 25. A boundary line shown by a solid line with an irregular pattern on one side.

PLAT INFORMATION

1. The land shown on this plat is located in the County of ... State of ...

2. The land shown on this plat is bounded by ...

3. The land shown on this plat is bounded by ...

4. The land shown on this plat is bounded by ...

5. The land shown on this plat is bounded by ...

6. The land shown on this plat is bounded by ...

7. The land shown on this plat is bounded by ...

8. The land shown on this plat is bounded by ...

9. The land shown on this plat is bounded by ...

10. The land shown on this plat is bounded by ...

DESCRIPTION (AS FINISHED)

1. The land shown on this plat is bounded by ...

2. The land shown on this plat is bounded by ...

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6. The land shown on this plat is bounded by ...

7. The land shown on this plat is bounded by ...

8. The land shown on this plat is bounded by ...

9. The land shown on this plat is bounded by ...

10. The land shown on this plat is bounded by ...

<p>Gustin, Cothran & Tucker, Inc. LAND SURVEYING 1111 1/2 N. 10th St., Oklahoma City, Oklahoma 73102 Tel. (405) 241-1111</p>	<p>DATE: 11-11-11</p>	<p>BY: [Signature]</p>	<p>FOR: SHOAL RIVER GOLF AND COUNTRY CLUB</p>	<p>1. The land shown on this plat is bounded by ...</p> <p>2. The land shown on this plat is bounded by ...</p> <p>3. The land shown on this plat is bounded by ...</p> <p>4. The land shown on this plat is bounded by ...</p> <p>5. The land shown on this plat is bounded by ...</p> <p>6. The land shown on this plat is bounded by ...</p> <p>7. The land shown on this plat is bounded by ...</p> <p>8. The land shown on this plat is bounded by ...</p> <p>9. The land shown on this plat is bounded by ...</p> <p>10. The land shown on this plat is bounded by ...</p>
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PARCEL 1

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, AND IN SECTION 33, TOWNSHIP 3 NORTH, RANGE 23 WEST, TALLAHASSEE, MERIDIAN, OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, AND RUN NORTH 08 DEGREES 10'46" WEST 2919.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 08 DEGREES 10'46" WEST 280.94 FEET; THENCE SOUTH 88 DEGREES 56'32" EAST TO THE CENTER LINE OF A GULF POWER COMPANY POWER LINE RIGHT OF WAY 607.99 FEET; THENCE NORTH 03 DEGREES 47'49" WEST 3400.26 FEET ALONG SAID POWER LINE RIGHT OF WAY TO A FENCE ON THE SOUTH BOUNDARY OF GULF POWER COMPANY SUB-STATION PROPERTY; THENCE NORTH 89 DEGREES 35'57" EAST 769.27 FEET TO THE SOUTHEAST CORNER OF SAID GULF POWER COMPANY PROPERTY; THENCE NORTH 01 DEGREES 39'03" EAST ALONG EXISTING FENCE 384.72 FEET TO THE SOUTH BOUNDARY OF GULF POWER COMPANY POWER LINE RIGHT OF WAY; THENCE NORTH 87 DEGREES 55'17" EAST ALONG THE SOUTH BOUNDARY OF GULF POWER COMPANY POWER LINE RIGHT OF WAY 3586.04 FEET TO THE EAST BOUNDARY OF SAID SECTION 33; THENCE SOUTH 01 DEGREES 32'39" WEST ALONG THE EAST BOUNDARY OF SAID SECTION 33, 2614.99 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE NORTH 89 DEGREES 02'13" WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 33, 1319.43 FEET; THENCE CONTINUE ALONG THE SOUTH BOUNDARY OF SAID SECTION 33, NORTH 89 DEGREES 03'21" WEST 1317.92 FEET; THENCE SOUTH 08 DEGREES 14'36" EAST 983.22 FEET; THENCE SOUTH 07 DEGREES 57'45" EAST 985.60 FEET; THENCE NORTH 88 DEGREES 56'32" WEST 2637.36 FEET TO THE WEST BOUNDARY OF SAID SECTION 4; THENCE NORTH 08 DEGREES 10'46" WEST 279.27 FEET TO THE POINT OF BEGINNING,

LESS AND EXCEPT:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE GO SOUTH 08°09'08" EAST ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 1406.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 08°09'08" EAST A DISTANCE OF 220.43 FEET; THENCE GO NORTH 74°32'36" EAST A DISTANCE OF 255.72 FEET TO THE POINT OF CURVATURE; THENCE GO SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET FOR AN ARC DISTANCE OF 133.44 FEET (CH. 127.66'; CH. BRG. - SOUTH 77°58'33" EAST) TO A POINT ON THE SAID CURVE; THENCE GO NORTH 86°56'52" EAST A DISTANCE OF 77.74 FEET; THENCE GO SOUTH 04°33'30" EAST A DISTANCE OF 218.29 FEET; THENCE TO NORTH 85°58'10" EAST A DISTANCE OF 275.00 FEET TO THE WESTERLY RIGHT OF WAY OF A COUNTY ROAD; THENCE GO NORTH 04°47'30" WEST ALONG SAID WESTERLY RIGHT OF WAY FOR 430.13 FEET; THENCE GO SOUTH 88°58'10" WEST A DISTANCE OF 133.24 FEET; THENCE GO SOUTH 09°41'21" EAST A DISTANCE OF 30.00 FEET; THENCE GO SOUTH 88°58'10" WEST A DISTANCE OF 605.37 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

CHANAN ESTATES, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 21, PAGES 77-79, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

SHOAL LANDING EAST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 11, PAGE 18, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

TIMBERLINE ESTATES AT SHOAL RIVER GOLF & COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 32 AND 33 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

LAKESIDE EAST AT SHOAL RIVER COUNTRY CLUB AND RESORT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8 PAGE 94 AND AMENDED IN PLAT BOOK 10, PAGE 25 OF THE RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

RIVERSIDE NORTH AT SHOAL RIVER COUNTRY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 93 AND AMENDED IN PLAT BOOK 10, PAGE 26 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

PINNACLE POINT AT SHOAL RIVER GOLF & COUNTRY CLUB, AS RECORDED IN PLAT BOOK 10, PAGE 96 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

AND LESS AND EXCEPT:

A PARCEL OF LAND SITUATED IN SECTION 33, TOWNSHIP 3 NORTH, RANGE 23 WEST, OKALOOSA COUNTY FLORIDA, AND BEING A PORTION OF THE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2961, PAGE 4776, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED L.B. #5024, MARKING THE NORTHWEST CORNER OF CHANAN ESTATES - FIRST ADDITION AS RECORDED IN PLAT BOOK 24, PAGE 58 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE PROCEED SOUTH 12 DEGREES 25 MINUTES 10 SECONDS WEST ALONG THE WESTERLY BOUNDARY OF CHANAN ESTATES - FIRST ADDITION, FOR A DISTANCE OF 174.00 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED L.B. #5024; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY PROCEED SOUTH 25 DEGREES 19 MINUTES 28 SECONDS WEST, A DISTANCE OF 188.94 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED L.B. #5024; THENCE DEPARTING SAID WESTERLY BOUNDARY OF CHANAN ESTATES - FIRST ADDITION PROCEED SOUTH 80 DEGREES 11 MINUTES 55 SECONDS WEST, A DISTANCE OF 106.25 FEET TO A 1/2 INCH CAPPED IRON ROD LB #7191 ON THE EASTERLY BOUNDARY OF SHOAL LANDING EAST, AS RECORDED IN PLAT BOOK 11, PAGE 18 OF THE OKALOOSA COUNTY PUBLIC RECORDS; THENCE PROCEED NORTH 09 DEGREES 30 MINUTES 37 SECONDS EAST ALONG SAID EASTERLY BOUNDARY OF SHOAL LANDING EAST FOR A DISTANCE OF 94.00 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT) WITH NO IDENTIFICATION NUMBER; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY PROCEED NORTH 14 DEGREES 44 MINUTES 22 SECONDS WEST, A DISTANCE OF 43.47 FEET TO A FOUND 4 INCH X 4 INCH

CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT) STAMPED LB. #4150, ON THE NORTHERN BOUNDARY OF SAID SHOAL LANDING EAST; THENCE PROCEED SOUTH 77 DEGREES 15 MINUTES 58 SECONDS WEST ALONG SAID NORTHERN BOUNDARY, FOR A DISTANCE OF 70.62 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT) STAMPED LB. #4150; THENCE CONTINUING ALONG SAID NORTHERN BOUNDARY PROCEED NORTH 70 DEGREES 45 MINUTES 35 SECONDS WEST, FOR A DISTANCE OF 115.12 FEET TO A FOUND 4 INCH X 4 INCH CONCRETE MONUMENT (PERMANENT REFERENCE MONUMENT), STAMPED LB. #4150; THENCE DEPARTING SAID NORTHERN BOUNDARY OF SHOAL LANDING EAST PROCEED NORTH 23 DEGREES 28 MINUTES 00 SECONDS EAST, A DISTANCE OF 213.94 FEET TO A NAIL AND DISC STAMPED LB. #7191 ON THE SOUTHERN RIGHT OF WAY LINE OF AIRMAN'S MEMORIAL ROAD (50 FOOT PUBLIC RIGHT-OF-WAY); THENCE PROCEED NORTH 88 DEGREES 59 MINUTES 55 SECONDS EAST, ALONG SAID SOUTHERN RIGHT-OF-WAY LINE FOR A DISTANCE OF 310.90 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING AND BEING IN ANY ROAD RIGHTS OF WAYS.

PARCEL 2:

A TRACT OF LAND LOCATED IN SECTION 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, TALLAHASSEE MERIDIAN, OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5, RUN NORTH 88 DEGREES 31 '37" WEST 2708.41 FEET; THENCE NORTH 04 DEGREES 45'55" EAST 2871.69 FEET; THENCE SOUTH 88 DEGREES 50'00" EAST 2054.04 FEET TO THE EAST BOUNDARY OF SAID SECTION 5; THENCE SOUTH 08 DEGREES 10'46" EAST ALONG THE EAST BOUNDARY OF SAID SECTION 5; 2919.27 FEET TO THE POINT OF BEGINNING

AND LESS AND EXCEPT

RIVERSIDE NORTH AT SHOAL RIVER COUNTRY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 93 AND AMENDED IN PLAT BOOK 10, PAGE 26 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA. AND LESS AND EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING AND BEING IN ANY ROAD RIGHTS OF WAYS.

PARCEL 3:

A PARCEL OF LAND BEING A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST OF THE TALLAHASSEE MERIDIAN, IN OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 4 AND RUN SOUTH 88 DEGREES 31'37" EAST ALONG THE SOUTH MARGIN OF SAID SECTION 4 FOR 600.00 FEET; THENCE NORTH 08 DEGREES 10'46" WEST 2644.41 FEET; THENCE NORTH 88 DEGREES 56'32" WEST 599.28 FEET TO THE WEST MARGIN OF SAID SECTION 4; THENCE SOUTH 08 DEGREES 10'46" EAST ALONG SAID WEST MARGIN 2640.00 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST,
OKALOOSA

COUNTY, FLORIDA, LESS AND EXCEPT:

A PARCEL OF LAND BEING A PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST OF THE TALLAHASSEE MERIDIAN, IN OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 4 AND RUN NORTH 88 DEGREES 31'37" WEST ALONG THE SOUTH MARGIN OF SAID SECTION 4 FOR 600.00 FEET; THENCE NORTH 08 DEGREES 10'46" WEST 2644.41 FEET; THENCE NORTH 88 DEGREES 56'32" WEST 599.28 FEET TO THE WEST MARGIN OF SAID SECTION 4; THENCE SOUTH 08 DEGREES 10'46" EAST ALONG SAID WEST MARGIN 2640.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION), MARKING THE SOUTHWEST CORNER OF LOT 42, BLOCK C, LAKESIDE EAST AT SHOAL RIVER GOLF & COUNTRY CLUB (AMENDED PLAT), AS RECORDED IN PLAT BOOK 10, PAGE 25, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA; THENCE NORTH 87 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 140.38 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 07 DEGREES 00 MINUTES 09 SECONDS EAST, A DISTANCE OF 586.18 FEET; THENCE NORTH 87 DEGREES 51 MINUTES 11 SECONDS WEST, A DISTANCE OF 718.31 FEET; THENCE NORTH 07 DEGREES 06 MINUTES 40 SECONDS WEST, A DISTANCE OF 600.58 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHOAL RIVER DRIVE (66 FOOT PUBLIC RIGHT OF WAY); SAID POINT BEING A POINT ON A CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2345.77 FEET; THENCE, ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0 DEGREES 06 MINUTES 56 SECONDS, A DISTANCE OF 4.73 FEET (CHORD BEARING AND DISTANCE= NORTH 85 DEGREES 36 MINUTES 09 SECONDS EAST - 4.73 FEET), TO A POINT ON A CURVE, CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1216.16 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7 DEGREES 27 MINUTES 17 SECONDS A DISTANCE OF 158.23 FEET (CHORD BEARING AND DISTANCE = NORTH 81 DEGREES 49 MINUTES 02 SECONDS EAST - 158.12 FEET), TO A POINT ON A CURVE, CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1150.16 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7 DEGREES 27 MINUTES 17 SECONDS A DISTANCE OF 149.65 FEET (CHORD BEARING AND DISTANCE= NORTH 81 DEGREES 49 MINUTES 02 SECONDS EAST - 149.54 FEET); THENCE NORTH 85 DEGREES 32 MINUTES 41 SECONDS EAST, A DISTANCE OF 91.13 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE PROCEED SOUTH 02 DEGREES 08 MINUTES 49 SECONDS WEST, A DISTANCE OF 80.22 FEET; THENCE SOUTH 87 DEGREES 51 MINUTES 11 SECONDS EAST, A DISTANCE OF 323.83 FEET TO THE POINT OF BEGINNING.

NOTE: ALSO LESS AND EXCEPT ALL PONDS, LAKES, DAMS AND RETENTION AREAS (HEREAFTER "LAKES") CURRENTLY LOCATED WITHIN PARCELS 1,2,3,4 AND 5, WHICH SHALL REMAIN OWNED BY GRANTOR, AMERICAN PACIFIC INTERNATIONAL, LTD., EXCEPT THE; (I)

"COMMON AREA/RETENTION AREA" LOCATED WITHIN CHANAN ESTATES FIRST ADDITION AS RECORDED IN PLAT BOOK 24, PAGE 56; AND (II) THE RETENTION AREA WITHIN FAIRWAY #4 AS DIPCITED ON THE GEORGE, NIELSEN & TOOKE, P.A. SURVEY DATED AUGUST 7, 1991,

SHEET 2 OF 5; IS BEING CONVEYED TO CHANAN ADARA INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, SUBJECT TO THE RIGHTS OF CHANAN ESTATES PROPERTY OWNERS ASSOCIATION, INC., BY VIRTUE OF THE DEDICATION AS SHOWN IN PLAT BOOK 24, PAGE 56, LYING WITHIN PARCEL 1,



First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 2080-4575701

Issuing Office File Number: 2019-1722

The land referred to herein below is situated in the County of Okaloosa, State of Florida, and described as follows:

A parcel or tract of land situated in Section 34, Township 3 North, Range 23 West, and in Section 3 and Section 4, Township 2 North, Range 23 West, Okaloosa County, Florida more particularly described as follows:

Begin at the Southwest corner of said Section 34; thence proceed North 01 degrees 32 minutes 39 seconds East, along the West line of said Section 34, a distance of 2614.99 feet to a point on the Southerly line of an 150.00 foot wide Gulf Power Company Easement; thence departing the West line of said Section 34, proceed North 87 degrees 55 minutes 17 seconds East, along the Southerly line of said Gulf Power Company Easement, a distance of 334.75 feet; thence departing the Southerly line of said Gulf Power Company Easement, proceed South 01 degrees 32 minutes 39 seconds West, a distance of 1312.75 feet; thence proceed South 89 degrees 02 minutes 13 seconds East, a distance of 325.93 feet; thence proceed South 01 degrees 32 minutes 39 seconds West, a distance of 660.00 feet; thence proceed South 89 degrees 02 minutes 13 seconds East, a distance of 660.03 feet; thence proceed South 01 degrees 32 minutes 39 seconds West, a distance of 660.00 feet to a point on the North line of said Section 3; thence proceed North 89 degrees 02 minutes 13 seconds West, along North line of said Section 3, a distance of 661.09 feet; thence departing the North line of said Section 3, proceed South 08 degrees 14 minutes 36 seconds East, a distance of 334.83 feet; thence proceed North 89 degrees 02 minutes 13 seconds West, a distance of 658.97 feet to a point on the East line of said Section 4; thence proceed North 89 degrees 03 minutes 33 seconds West, a distance of 659.03 feet; thence proceed South 08 degrees 12 minutes 41 seconds East, a distance of 334.70 feet; thence proceed North 89 degrees 03 minutes 33 seconds West, a distance of 659.21 feet; thence proceed North 08 degrees 10 minutes 47 seconds West, a distance of 669.44 feet to a point on the North line of said Section 4; thence proceed South 89 degrees 03 minutes 33 seconds East, along the North line of said Section 4, a distance of 1317.68 feet to the point of beginning of the parcel herein described.

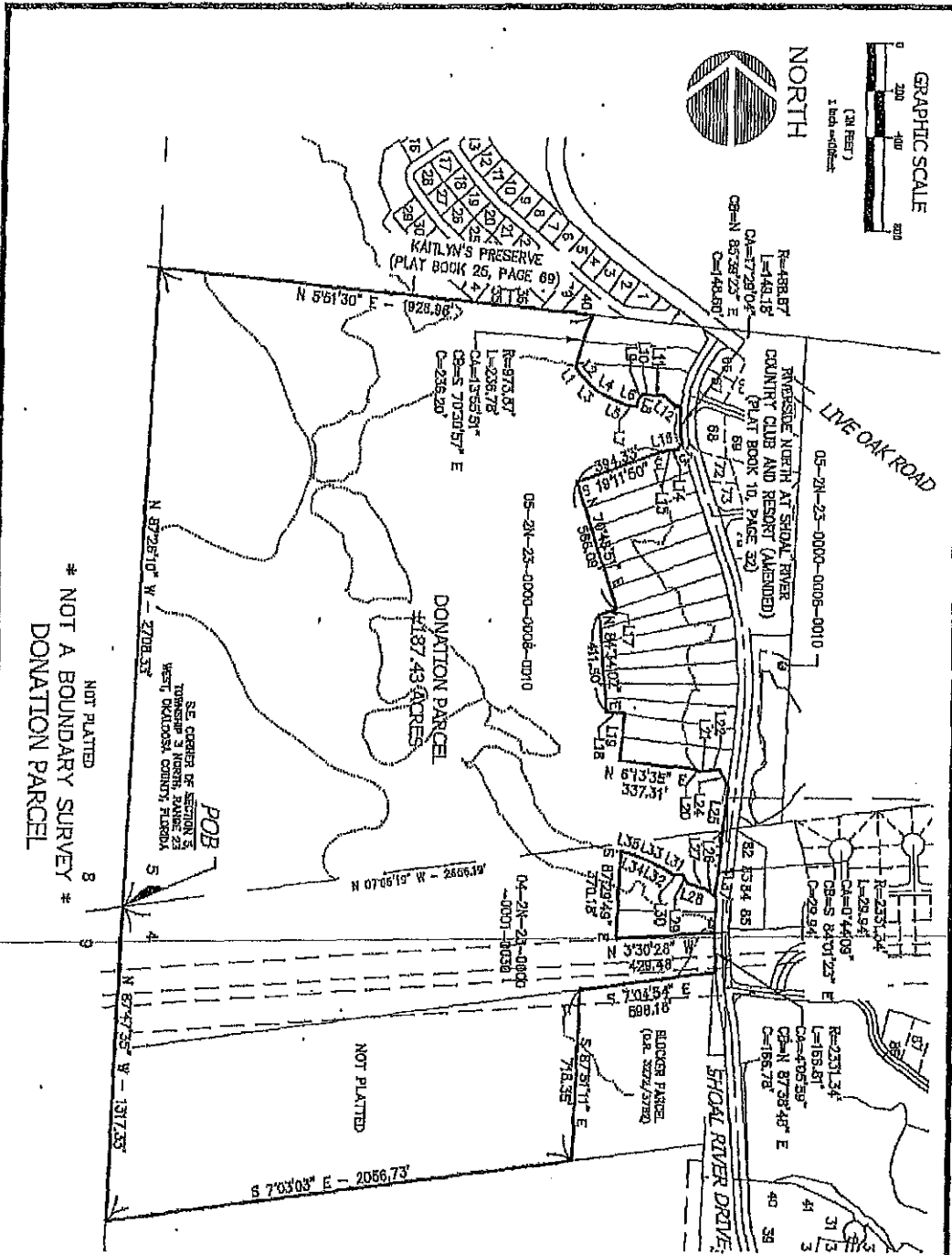
Less and except that portion of the above described property contained in Warranty Deed recorded in Official Records Book 2320, Page 465, and less and except that portion of the above described property contained in Warranty Deed recorded in Official Records Book 2452, Page 3533.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions.

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PATRIOT RIDGE						
PROPOSED PHASING SCHEDULE						
EXHIBIT C						
PHASE #	GENERAL LOCATION			MAX # OF LOTS	TRAFFIC PAYMENT	PUBLIC SEWER SYSTEM
1	West of Lakes A and B			65	\$ 30,987	Y
2	Between Lake C and Shoal River Drive			28	14,085	Y
3	East of Shoal River Drive (Mixed Use Unit One)			57	25,353	Y
4	East of Shoal River Drive (Mixed Use Unit Two)			73	30,987	Y
5	East of Shoal River Drive (Mixed Use Unit Three) INCLUDES PRIVATE NEIGHBORHOOD PARK			83	36,621	Y
6	East of Shoal River Drive (Mixed Use Unit Four)			51	25,353	Y
7	East of Shoal River Drive (Mixed Use Unit Five)			53	22,536	Y
8	East of Shoal River Drive (Mixed Use Unit Six)			49	22,536	Y
9	Chanteuse Parkway extension			18	8,451	Y
10	Between Lake C and Skyline Circle			24	11,268	N
11	Off Almens Memorial Road			11	5,634	Y
12	Adjacent to Lake E			8	2,817	N
13	Between Chanan Estates and First Addition			21	11,268	Y
14	South of Shoal River Drive INCLUDES PUBLIC NEIGHBORHOOD PARK			20	8,451	Y
15	Off Timberline Drive			10	5,634	N
16	East and south of Phases 2-9			105	56,340	
TOTAL				676	\$ 318,321	
NOTE: Phase numbers/designation do not necessarily indicate the order the phases will be developed but are used to match the phases per this exhibit to the phases per the Master Plan.						



* NOT A BOUNDARY SURVEY *
 NOT PLATTED
 DONATION PARCEL

SEE SHEET 2 FOR DESCRIPTION AND SURVEY REPORT

DONATION PARCEL AT SHOAL RIVER GOLF AND COUNTRY CLUB IN SECTIONS 4 & 5, TOWNSHIP 2 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA.

TYPE SURVEY: DESCRIPTION SKETCH CLIENT: J&J ENGINEERING FIELD DATE: N/A INSTRUMENT: HMD B3 DATE: N/A	ALLEN E. TUCKER, P.S.M., No. 15584 OR JOSHUA F. WOOD, P.S.M., No. 6980	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
18 DEC 2018		© 2018, No. 2018
GUSTIN, COTHERN & TUCKER, INC. LAND SURVEYING (850) 678-5141 L.B. #3601 121 HART STREET www.gct-survey.com NICEVILLE, FL 32578		SHEET 180500 INDEX 180500.06a 1 OF 2

DESCRIPTION (AS WRITTEN):

DONATION PARCEL
 THAT PORTION OF PARCELS 2, 3 AND 5 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2081, PAGE 4778), IN SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE AND A PROPOSED DEVELOPMENT ADJACENT THERETO, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 28, PAGE 88), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 87°28'10" W ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2708.33 FEET TO THE SOUTHEAST CORNER OF SAID KAITLYN'S PRESERVE; THENCE N 05°51'30" E ALONG THE EAST LINE THEREOF, A DISTANCE OF 1926.98 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 873.87 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°58'51", AN ARC DISTANCE OF 236.78 FEET, (CHORD BEARING = S 70°30'57" E, CHORD = 236.20 FEET); THENCE N 54°23'37" E, A DISTANCE OF 23.45 FEET; THENCE N 45°14'58" E, A DISTANCE OF 51.31 FEET; THENCE N 39°24'43" E, A DISTANCE OF 68.39 FEET; THENCE N 27°09'58" E, A DISTANCE OF 58.70 FEET; THENCE N 25°00'57" E, A DISTANCE OF 57.12 FEET; THENCE N 19°43'38" E, A DISTANCE OF 32.05 FEET; THENCE N 08°58'26" E, A DISTANCE OF 34.52 FEET; THENCE N 75°50'51" W, A DISTANCE OF 28.94 FEET; THENCE N 48°48'55" W, A DISTANCE OF 33.84 FEET; THENCE N 08°51'29" E, A DISTANCE OF 49.17 FEET; THENCE N 03°22'52" W, A DISTANCE OF 37.49 FEET; THENCE N 37°08'07" E, A DISTANCE OF 97.98 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID SHOAL RIVER DRIVE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.87 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 17°29'04", AN ARC DISTANCE OF 149.18 FEET, (CHORD BEARING = N 85°39'23" E, CHORD = 148.90 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 49°18'58" E, A DISTANCE OF 38.08 FEET; THENCE S 05°10'28" W, A DISTANCE OF 29.45 FEET; THENCE S 20°44'31" W, A DISTANCE OF 4.88 FEET; THENCE S 14°35'20" E, A DISTANCE OF 31.98 FEET; THENCE S 19°11'50" E, A DISTANCE OF 394.33 FEET; THENCE N 70°48'51" E, A DISTANCE OF 568.09 FEET; THENCE S 18°26'58" E, A DISTANCE OF 82.27 FEET; THENCE N 84°34'02" E, A DISTANCE OF 411.50 FEET; THENCE N 07°47'28" E, A DISTANCE OF 82.18 FEET; THENCE S 83°48'25" E, A DISTANCE OF 189.78 FEET; THENCE N 08°13'35" E, A DISTANCE OF 337.31 FEET; THENCE N 49°40'08" E, A DISTANCE OF 13.84 FEET; THENCE N 07°40'34" W, A DISTANCE OF 37.88 FEET; THENCE N 05°36'50" W, A DISTANCE OF 64.30 FEET; THENCE N 57°18'48" E, A DISTANCE OF 78.30 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) CALLS: 1) S 83°00'05" E, A DISTANCE OF 360.25 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; 2) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°44'09", AN ARC DISTANCE OF 29.94 FEET, (CHORD BEARING = S 84°01'23" E, CHORD = 29.94 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY, PROCEED S 80°48'48" E, A DISTANCE OF 86.87 FEET; THENCE S 42°02'38" W, A DISTANCE OF 38.71 FEET; THENCE S 18°48'33" W, A DISTANCE OF 48.93 FEET; THENCE S 17°37'58" W, A DISTANCE OF 47.80 FEET; THENCE S 58°04'26" W, A DISTANCE OF 43.26 FEET; THENCE S 01°29'40" W, A DISTANCE OF 37.09 FEET; THENCE S 30°27'18" W, A DISTANCE OF 56.28 FEET; THENCE S 29°11'13" W, A DISTANCE OF 45.86 FEET; THENCE S 19°48'08" W, A DISTANCE OF 81.51 FEET; THENCE S 21°15'35" W, A DISTANCE OF 47.85 FEET; THENCE S 14°27'50" W, A DISTANCE OF 50.28 FEET; THENCE S 87°29'49" E, A DISTANCE OF 370.18 FEET; THENCE N 03°20'28" W, A DISTANCE OF 429.48 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 04°05'59", AN ARC DISTANCE OF 166.81 FEET, (CHORD BEARING = N 87°38'48" E, CHORD = 166.78 FEET) TO THE NORTHWEST CORNER OF THE BLOCKER PARCEL (OFFICIAL RECORDS BOOK 3272, PAGE 3782); THENCE ALONG THE WEST AND SOUTH LINES THEREOF; THE FOLLOWING TWO (2) CALLS: 1) S 07°04'54" E, A DISTANCE OF 598.18 FEET; 2) S 87°51'11" E, A DISTANCE OF 718.36 FEET TO THE SOUTHEAST CORNER OF SAID BLOCKER PARCEL, LYING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE S 07°03'03" E ALONG SAID EAST LINE, A DISTANCE OF 2056.73 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 4; THENCE N 87°47'35" W ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 1317.33 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 187.43 ACRES, MORE OR LESS.

LINE TABLE		
LINE#	DISTANCE	BEARING
L1	23.45	N 84°23'37" E
L2	51.31	N 45°14'58" E
L3	68.39	N 39°24'43" E
L4	58.70	N 27°09'58" E
L5	57.12	N 25°00'57" E
L6	32.05	N 19°43'38" E
L7	34.52	N 8°58'26" E
L8	28.94	N 75°50'51" W
L9	33.84	N 48°48'55" W
L10	49.17	N 8°51'29" E
L11	37.49	N 37°08'07" E
L12	97.98	N 37°08'07" E
L13	36.08	S 49°18'58" E
L14	29.45	S 05°10'28" W
L15	4.88	S 20°44'31" W
L16	31.98	S 14°35'20" E
L17	82.27	S 18°26'58" E
L18	82.18	N 70°48'51" E
L19	189.78	S 83°48'25" E
L20	13.84	N 49°40'08" E
L21	37.88	N 7°40'34" W
L22	64.30	N 57°18'48" W
L24	78.30	N 57°18'48" E
L25	366.25	S 83°00'05" E
L26	38.71	S 42°02'38" W
L27	48.93	S 18°48'33" W
L28	47.80	S 17°37'58" W
L29	43.26	S 58°04'26" W
L30	37.09	S 01°29'40" W
L31	56.28	S 29°11'13" W
L32	45.86	S 19°48'08" W
L33	81.51	S 21°15'35" W
L34	47.85	S 14°27'50" W
L35	50.28	S 14°27'50" W
L37	86.87	S 80°48'48" E

SURVEY REPORT

- NO SEARCH OF THE PUBLIC RECORDS WAS DONE BY GUSTIN, COTHERN & TUCKER, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN HEREON, BUT NO CERTIFICATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USES DO NOT EXIST.
- THIS SURVEY DEPICTED HEREON WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS DEFINED IN CHAPTER 5J-17.081 OF THE FLORIDA ADMINISTRATIVE CODE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
- NO ENVIRONMENTAL JURISDICTIONAL LINES HAVE BEEN DETERMINED BY GUSTIN, COTHERN & TUCKER, INC.
- NO APPARENT USES WERE DETERMINED. THIS IS NOT A BOUNDARY SURVEY.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE LINE SOUTH LINE OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA, SAID LINE BEARING N 87°28'10" W AS ESTABLISHED BY STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983, THE DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
- THE SURVEY MAP AND SURVEY REPORT ARE NOT FULL & COMPLETE WITHOUT THE OTHER.
- NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

SEE SHEET 1 FOR PLAN VIEW

GUSTIN, COTHERN & TUCKER, INC.

LAND SURVEYING

(850) 678-6141 L.B. #3501

121 HART STREET

www.gct-survey.com

NICEVILLE, FL 32578

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2
OF 2



DONATION PARCEL

THAT PORTION OF PARCELS 2, 3 AND 5 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2961, PAGE 4776), IN SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY; FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE AND A PROPOSED DEVELOPMENT ADJACENT THERETO, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 25, PAGE 69), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 87°26'10" W ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2708.33 FEET TO THE SOUTHEAST CORNER OF SAID KAITLYN'S PRESERVE; THENCE N 05°51'30" E ALONG THE EAST LINE THEREOF, A DISTANCE OF 1926.96 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 973.87 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'51", AN ARC DISTANCE OF 236.78 FEET, (CHORD BEARING = S 70°30'57" E, CHORD = 236.20 FEET); THENCE N 54°23'37" E, A DISTANCE OF 23.45 FEET; THENCE N 45°14'58" E, A DISTANCE OF 51.31 FEET; THENCE N 39°24'43" E, A DISTANCE OF 68.39 FEET; THENCE N 27°09'58" E, A DISTANCE OF 56.70 FEET; THENCE N 25°00'57" E, A DISTANCE OF 57.12 FEET; THENCE N 19°43'38" E, A DISTANCE OF 32.08 FEET; THENCE N 06°58'26" E, A DISTANCE OF 34.92 FEET; THENCE N 75°50'51" W, A DISTANCE OF 28.94 FEET; THENCE N 48°46'55" W, A DISTANCE OF 93.64 FEET; THENCE N 06°51'29" E, A DISTANCE OF 49.17 FEET; THENCE N 03°22'52" W, A DISTANCE OF 37.49 FEET; THENCE N 37°08'07" E, A DISTANCE OF 97.98 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID SHOAL RIVER DRIVE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.87 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 17°29'04", AN ARC DISTANCE OF 149.18 FEET, (CHORD BEARING = N 85°39'23" E, CHORD = 148.60 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 49°16'56" E, A DISTANCE OF 36.06 FEET; THENCE S 05°10'28" W, A DISTANCE OF 29.45 FEET; THENCE S 20°44'31" W, A DISTANCE OF 4.65 FEET; THENCE S 14°35'20" E, A DISTANCE OF 31.98 FEET; THENCE S 19°11'50" E, A DISTANCE OF 394.33 FEET; THENCE N 70°48'51" E, A DISTANCE OF 566.09 FEET; THENCE S 18°26'56" E, A DISTANCE OF 82.27 FEET; THENCE N 84°34'02" E, A DISTANCE OF 411.50 FEET; THENCE N 07°47'28" E, A DISTANCE OF 82.18 FEET; THENCE S 83°46'25" E, A DISTANCE OF 199.76 FEET; THENCE N 06°13'35" E, A DISTANCE OF 337.31 FEET; THENCE N 49°40'08" E, A DISTANCE OF 13.84 FEET; THENCE N 07°10'34" W, A DISTANCE OF 37.88 FEET; THENCE N 05°36'50" W, A DISTANCE OF 54.30 FEET; THENCE N 57°18'48" E, A DISTANCE OF 76.30 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) CALLS: 1) S 83°50'05" E, A DISTANCE OF 360.25 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; 2) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°44'09", AN ARC DISTANCE OF 29.94 FEET, (CHORD BEARING = S 84°01'23" E, CHORD = 29.94 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY, PROCEED S 80°45'49" E, A DISTANCE OF 86.87 FEET; THENCE S 42°02'38" W, A DISTANCE OF 38.71 FEET; THENCE S 15°46'33" W, A DISTANCE OF 46.93 FEET; THENCE S 17°37'58" W, A DISTANCE OF 47.80 FEET; THENCE S 58°04'25" W, A DISTANCE OF 43.26 FEET; THENCE S 01°29'40" W, A DISTANCE OF 37.09 FEET; THENCE S 30°27'15" W, A DISTANCE OF 56.26 FEET; THENCE S 29°11'13" W, A DISTANCE OF 45.86 FEET; THENCE S 19°48'06" W, A DISTANCE OF 51.51 FEET; THENCE S 21°15'35" W, A DISTANCE OF 47.85 FEET; THENCE S 14°27'50" W, A DISTANCE OF 50.28 FEET; THENCE S 87°29'49" E, A DISTANCE OF 370.18 FEET; THENCE N 03°30'28" W, A DISTANCE OF 429.48 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE, LYING IN A CURVE CONCAVE NORTHERLY

AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF $04^{\circ}05'59''$, AN ARC DISTANCE OF 166.81 FEET, (CHORD BEARING = N $87^{\circ}38'48''$ E, CHORD = 166.78 FEET) TO THE NORTHWEST CORNER OF THE BLOCKER PARCEL (OFFICIAL RECORDS BOOK 3272, PAGE 3782); THENCE ALONG THE WEST AND SOUTH LINES THEREOF, THE FOLLOWING TWO (2) CALLS: 1) S $07^{\circ}04'54''$ E, A DISTANCE OF 598.18 FEET; 2) S $87^{\circ}51'11''$ E, A DISTANCE OF 718.35 FEET TO THE SOUTHEAST CORNER OF SAID BLOCKER PARCEL, LYING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE S $07^{\circ}03'03''$ E ALONG SAID EAST LINE, A DISTANCE OF 2056.79 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 4; THENCE N $87^{\circ}47'35''$ W ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 1317.33 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 187.43 ACRES, MORE OR LESS.

EXHIBIT 3

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS AND PATRIOT RIDGE, LLP

THIS SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT ("Agreement") is entered into this 14th day of March, 2023, by and between the Okaloosa County Board of County Commissioners (the "County") and Patriot Ridge, LLP, a Florida Limited Liability Partnership (the "Developer") for the purpose of formalizing certain conditions of approval pertaining to the maintenance of dams and access to the subject properties established by the County at the time the Agreement was approved.

ARTICLE I. RECITALS

WHEREAS, the intent of the Florida Local Government Development Agreement Act (the "Act") is explicitly provided in Section 163.3220(2), Florida Statutes, which states as follows:

(2) The Legislature finds and declares that: (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital investment planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; (b) Assurance to a developer that upon receipt of his development order(s) he may proceed with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(3) Inconformity with, in furtherance of and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(4) This intent is affected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.

(5) Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing; and

WHEREAS, the Okaloosa County Land Development Code has been adopted by Ordinance No. 91-1, as amended, and does contain Section 1.11.05 "Development Agreement" which specifically authorizes the County to enter into development agreements with developers; and

WHEREAS, after duly noticed public hearings conducted on October 10, 2019 and November 5, 2019, the County and Developer entered into a Development Agreement (the Development Agreement) establishing the development rights of the Developer as well as the regulations and obligations that would apply to the development; and

WHEREAS, during the duly noticed meeting of November 5, 2019, the County requested and the Developer agreed to investigate amendments to the Agreement pertaining to the maintenance of certain

dams that occur on the property as well as a commitment to investigate opportunities for improved access to the development; and

WHEREAS, after duly noticed public hearings conducted on August 30, 2020 and September 1, 2020, the Board of County Commissioners adopted the First Amendment to the Development Agreement (First Amendment) that increased the number of allowable units from 570 to 676, added an additional (16th) phase to the development schedule, and required additional transportation improvements; and

WHEREAS, the Developer and the County have agreed upon terms and conditions stated in the revisions to the Agreement contained in this Second Amendment and mutually desire said revisions should be incorporated into the Agreement by way of this Second Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the Developer and the County enter into this Second Amendment to the Development Agreement and do hereby agree that the Development Agreement and First Amendment are hereby amended as follows: *Language to be added is underlined, language to be removed is stricken.*

1. Article III. of the Development Agreement is amended as follows:

ARTICLE III. ESSENTIAL REQUIREMENTS

The essential requirements of law of this Agreement as prescribed by Section 163.3227, Florida Statutes, are addressed as follows:

3.2 Duration of Agreement – The duration of this Agreement shall be for five (5) years commencing with the effective date of this ~~Agreement Amendment~~. This Agreement may be extended by the mutual consent of the parties for an additional five (5) years.

3.3 Development Uses

A. The parties do hereby agree that the Developer intends to develop a residential development consisting of a maximum of ~~570-676~~ 657 single family units and all associated roadways, stormwater treatment, landscaping, and other improvements as may be required by the Land Development Code; and could, but are not obligated to, build and develop accessory uses and structures including storage areas, parking lots and/or garages. Building density shall be no more than four (4) units per acre, and building height shall not exceed 45 feet.

3.4 Public Facilities, Infrastructure Capacity, and Capacity Reservation

C. Transportation and Roads –

6. The Developer agrees to provide a cash payment in the amount of \$1,300,524 which shall be the total cost to Developer for the Mitigation Payment and any operational improvements for the development. The cash payment shall be paid as set forth below in Paragraph 7. The Developer agrees to provide the operational improvements and cash payment set forth below.

~~The estimated costs of the Developer's total out of pocket cost for surveying, soil testing, design, other soft costs and constructions for such improvements is \$1,300,524.00.~~

7. Notwithstanding any other provision of this Agreement or the Traffic Impact Analysis, the Developer hereby agrees to make the following payments:

- a) The Developer shall pay \$30,000.00 to the County on or before January 1, 2021 to be used by the County for planned improvements to John King Road. This amount has been paid; and
- b) The Developer shall provide the County with all engineering, surveying and other data which Developer has for any proposed operational improvements including but not limited to offsite improvements to SR85, Live Oak Church Road and Airmen's Memorial Road including all computer aided design files for such work. Developer and County acknowledge and agree that Developer's actual out of pocket cost for such data is \$64,170.45 which shall be treated as a payment of the Mitigation and operational improvement cost.; and
- c) The Developer shall pay the balance of Mitigation and operational improvement cost of \$1,206,353.55 as follows: \$301,853.55 on or before January 15, 2023, \$301,500.00 on or before April 15, 2023, \$301,500.00 on or before July 15, 2023 and \$301,500.00 on or before October 15, 2023. ~~The proposed operational improvement(s) shall be made in a public/private partnership with the County participating in the construction of the operational improvements as hereinafter set forth.~~

8. The Developer shall construct or cause to be constructed a roadway system that will be privately maintained within the Project, which will be available to serve all primary and accessory uses. As such, the roadway system shall be owned and maintained as a private common element of the Project by the Owners Associations. The County will not be responsible for any construction or maintenance costs associated with the internal roadways of the Project. The roadways will be designed and constructed to County standards. As all roads will be low speed and low volume, all roads with the development shall be considered local roadways as defined in Section 6.03.03 C of the Okaloosa County Land Development Code.

~~8. Notwithstanding any other provision of this Agreement or the Traffic Impact Analysis, the Developer and the County hereby agree to make the following improvements:~~

- ~~a) The Developer shall pay \$30,000.00 to the County on or before January 1, 2021 to be used by the County for planned improvements to John King Road; and~~
- ~~b) The Developer shall construct southbound dual left turn lanes on SR85 at the intersection with Live Oak Church Road with the outside lane used for Live Oak Church Road turning movements and the inside lane striped for a left u turn combination, or as otherwise approved by the FDOT, and shall construct a westbound right turn lane on Live Oak Church Road from SR 85 to the current entrance to the CEFCO. Upon approval of this Agreement, Developer shall submit the plans for such improvements to the FDOT and the County within ninety (90) days, shall vigorously pursue obtaining approval of such plans and shall complete these improvements within twelve (12) months after obtaining such approval; and~~
- ~~c) The County shall add a project to the County Capital Improvement Plan to widen the bridge on Live Oak Church Road, located 0.8 miles east of SR 85; and~~

- d) ~~The Developer shall widen Live Oak Church Road to four (4) lanes from SR85 to Shoal River Drive transitioning to two (2) lanes at that intersection with a right turn on to Shoal River Drive. In addition, the Developer shall also construct westbound dual left turn lanes from Live Oak Church Road onto SR85, or as otherwise approved by the FDOT. Upon receipt of the plans from the County for the bridge widening on Live Oak Church Road, the Developer shall submit the plans for such improvements to the FDOT and the County within ninety (90) days, shall vigorously pursue obtaining approval of such plans and shall complete these improvements within twelve (12) months after obtaining such approval or within twelve (12) months after the County completes the bridge widening, whichever comes later.~~
- e) ~~The Developer shall construct a southbound left turn lane on Live Oak Church Road at Airmen's Memorial Road with a minimum queue length of 100' prior to any roadway connection being made from Phase 16 to any other phase in the proposed development.~~

9. The roadway connection to Airman's Memorial Road in Phase 16 shall not be gated nor shall the roadway be restricted to public use in any way. The Developer shall provide an easement over the roadway connection to Airman's Memorial Road for public access and shall construct this roadway with a stabilized base for construction traffic before any building permit is issued for any phase beyond phases 2, 3, and 4. The Developer shall not be responsible for monitoring construction traffic on any roadway. The roadway shall be paved and upgraded to County standards when the property adjacent to the roadway is platted.

Phase 1 shall also have access to Airman's Memorial Road but shall only have emergency access to Skyline Drive over the existing platted right-of-way owned by the County. The Developer shall stabilize the emergency access to permit vehicular access by emergency vehicles and for use as an emergency ingress/egress for owners in Phase 1 in the event that the access to Airmen's Memorial Road is blocked but such access shall otherwise not be available for public or private use.

~~9. The Developer shall construct or cause to be constructed a roadway system that will be privately maintained within the Project, which will be available to serve all primary and accessory uses. As such, the roadway system shall be owned and maintained as a private common element of the Project by the Owners Associations. The County will not be responsible for any construction or maintenance costs associated with the internal roadways of the Project. The roadways will be designed and constructed to County standards. As all roads will be low speed and low volume, all roads within the development shall be considered local roadways as defined in Section 6.23.03 C of the Okaloosa County Land Development Code.~~

(Remainder of Page intentionally blank)

2. Article IV. of the Development Agreement is amended as follows:

ARTICLE IV. AGREEMENT AND COVENANT

4.1 By execution hereof, the County acknowledges and agrees that this ~~particular Agreement~~ Second Amendment will encourage proper use of the Property, promote economic use of land resources of the County, provide for public facilities and use, and encourage private participation in the comprehensive planning process. The County acknowledges and agrees that it is exercising its sound discretion in this instance by entering into this ~~Agreement~~ Second Amendment to achieve mutual benefits that are particular and unique to the circumstances underlying the Original Agreement as amended.

4.4 Any notices required to be given or elected to be given by either of the parties pursuant to the terms of this agreement shall be deemed effective provided when placed in the United States Mail, certified return receipt requested, or placed in the hands of an overnight delivery service.

As to the Developer:

Gregory E. Matovina
Patriot Ridge, LLP
12443 San Jose Boulevard, Suite 504
Jacksonville, FL 32223

As to the County:

Elliot Kampert
Growth Management Director
Okaloosa County, Florida
1250 N Eglin Parkway
Shalimar, FL 32579

And a copy to:

Scott Bitterman, P.S.
County Engineer
1759 S. Ferdon Boulevard
Crestview, FL 32536

County Attorney:

Lynn M. Hoshihara ~~Gregory T. Stewart~~
County Attorney
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

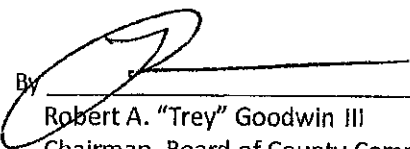
3. Attached hereto as Exhibit "A" and incorporated herein is the Phasing and Master Plans and Phasing Schedule for development.


4. Only those sections of the Original Development Agreement and First Amendment, as further amended herein (article III and IV) are subject to the changes, along with the inclusion of the Phasing and Master Plans and Phasing Schedule. All other provisions of the existing Development Agreement and First Amendment are in full force and effect and are incorporated herein by reference.

(This space intentionally left blank)


IN WITNESS WHEREOF, the parties have set their hands and seals this 14th day of March, 2023.

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

By 
Robert A. "Trey" Goodwin III
Chairman, Board of County Commissioners

ATTEST:

J.D. Peacock II
Clerk of Circuit Court



APPROVED AS TO LEGAL SUFFICIENCY:

Lynn M. Hoshihara
County Attorney

DEVELOPER

Patriot Ridge, LLP, a Florida limited liability partnership

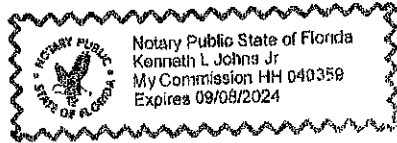
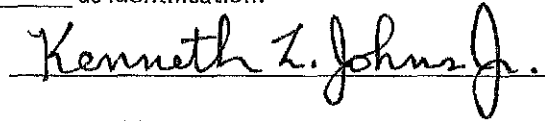


Gregory E. Matovina, as President of Matovina & Company,
Managing Partner of Patriot Ridge, LLP

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA
COUNTY OF DUVAL

Before me on this 19th day of Jan 2022, in person or via remote notarization appeared Gregory E. Matovina, as President of Matovina & Company, Managing Partner on behalf of Patriot Ridge, LLP, who is personally known to me or provided _____ as identification.



Notary Public, State of Florida
My Commission Expires
Commission Number
Notary Stamp

Exhibit A
Phasing and Master Plans and Phasing Schedule

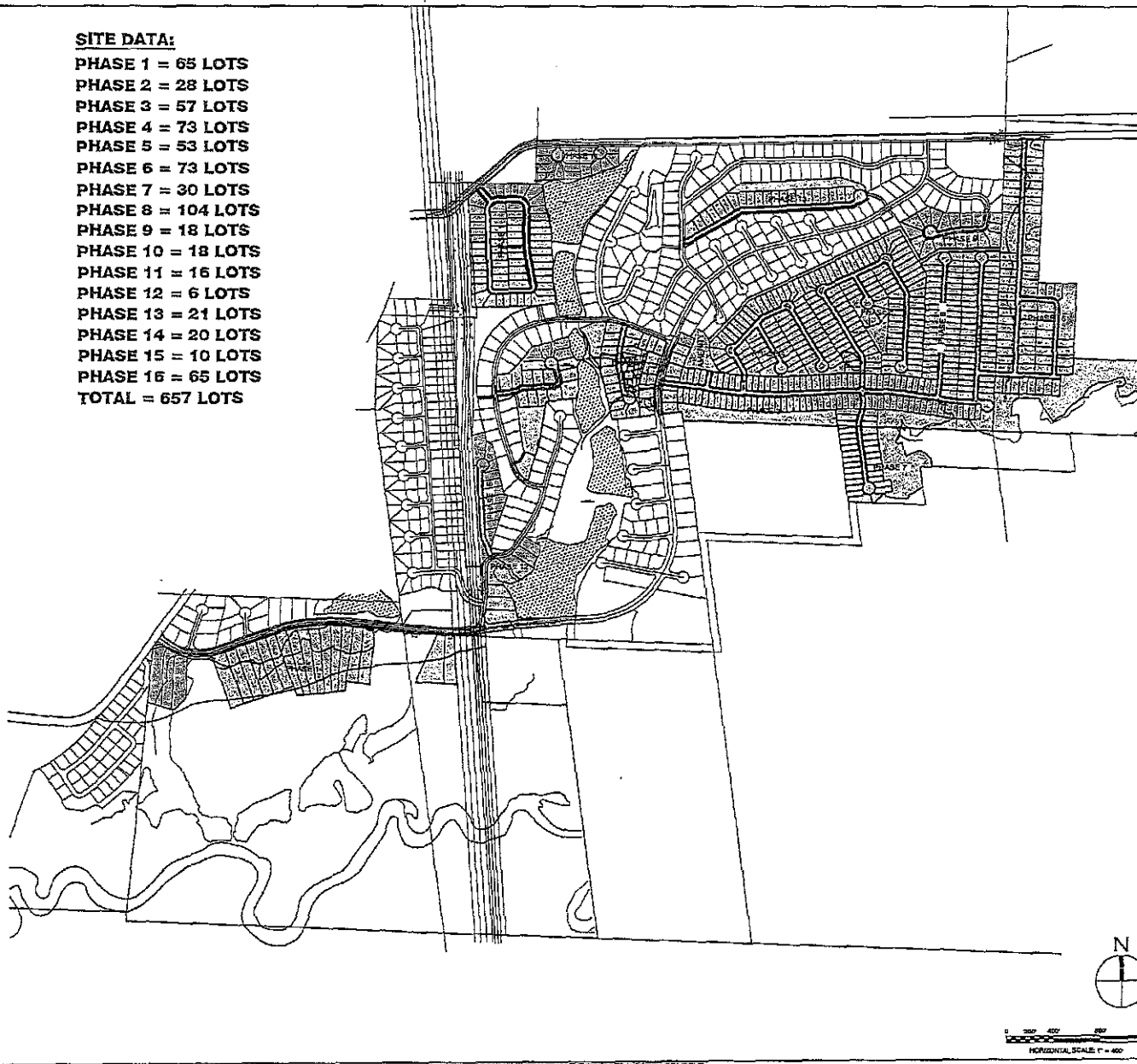
FOR PERMITTING ONLY - NOT FOR CONSTRUCTION

LEGAL DESCRIPTION (OVERALL)

LEGAL DESCRIPTION (OVERALL)
A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 18 WEST, AND IN SECTION 10, TOWNSHIP 3 NORTH, RANGE 18 WEST, ...
PHASE 1 = 65 LOTS
PHASE 2 = 28 LOTS
PHASE 3 = 57 LOTS
PHASE 4 = 73 LOTS
PHASE 5 = 53 LOTS
PHASE 6 = 73 LOTS
PHASE 7 = 30 LOTS
PHASE 8 = 104 LOTS
PHASE 9 = 18 LOTS
PHASE 10 = 18 LOTS
PHASE 11 = 16 LOTS
PHASE 12 = 6 LOTS
PHASE 13 = 21 LOTS
PHASE 14 = 20 LOTS
PHASE 15 = 10 LOTS
PHASE 16 = 65 LOTS
TOTAL = 657 LOTS

SITE DATA:

- PHASE 1 = 65 LOTS
PHASE 2 = 28 LOTS
PHASE 3 = 57 LOTS
PHASE 4 = 73 LOTS
PHASE 5 = 53 LOTS
PHASE 6 = 73 LOTS
PHASE 7 = 30 LOTS
PHASE 8 = 104 LOTS
PHASE 9 = 18 LOTS
PHASE 10 = 18 LOTS
PHASE 11 = 16 LOTS
PHASE 12 = 6 LOTS
PHASE 13 = 21 LOTS
PHASE 14 = 20 LOTS
PHASE 15 = 10 LOTS
PHASE 16 = 65 LOTS
TOTAL = 657 LOTS



JENKINS ENGINEERING, INC.
1000 W. UNIVERSITY BLVD., SUITE 100
ORLANDO, FLORIDA 32817
TEL: 407.251.1111
WWW.JENKINS-ENG.COM

DATE: 04-2019
DESIGNED BY: MPP/MSJ
DRAWN BY: MPP
SHEET NUMBER: 001
DRAWING NUMBER: DT OF 01

PATRIOT RIDGE						
PROPOSED PHASING SCHEDULE						
EXHIBIT C						
PHASE #	GENERAL LOCATION			MAX # OF LOTS		PUBLIC SEWER SYSTEM
1	West of Lakes A and B			65		Y
2	Between Lake C and Shoal River Drive			28		Y
3	East of Shoal River Drive (Mixed Use Unit One)			57		Y
4	East of Shoal River Drive (Mixed Use Unit Two)			73		Y
5	East of Shoal River Drive (Mixed Use Unit Three) INCLUDES PRIVATE NEIGHBORHOOD PARK			53		Y
6	East of Shoal River Drive (Mixed Use Unit Four)			73		Y
7	East of Shoal River Drive (Mixed Use Unit Five)			30		Y
8	East of Shoal River Drive (Mixed Use Unit Six)			104		Y
9	Chanteuse Parkway extension			18		Y
10	Between Lake C and Skyline Circle			18		N
11	Off Alrmens Memorial Road			6		Y
12	Adjacent to Lake E			16		N
13	Between Chanan Estates and First Addition			21		Y
14	South of Shoal River Drive INCLUDES PUBLIC NEIGHBORHOOD PARK			20		Y
15	Off Timberline Drive			10		N
16	East and south of Phases 2-9			65		Y
TOTAL				657		
NOTE: Phase numbers/designation do not necessarily indicate the order the phases will be developed but are used to match the phases per this exhibit to the phases per the Master Plan.						

PARK DONATION AGREEMENT

THIS PARK DONATION AGREEMENT ("Agreement") is made and effective as of _____, 2023 (the "Effective Date"), by and between **PATRIOT RIDGE, LLP**, a Florida limited liability partnership ("DONOR"), and **OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, the Okaloosa County Comprehensive Plan Recreation and Open Space and Element as well as the Okaloosa County Land Development Code, require the establishment of recreational areas in conjunction with residential developments of 50 lots or greater; and

WHEREAS, Donor and County have entered into a development agreement pursuant to Chapter 163, Florida Statutes, establishing the entitlements and obligations of a master planned development known as Patriot Ridge which allows the development of up to 657 single family dwelling units and which requires, among other things the donation of a 186.13± acre parcel to be used as a neighborhood park and which provides public access to the Shoal River; and

WHEREAS, Donor is the fee simple owner of that certain parcel of land in Okaloosa County, Florida, containing 186.13± acres as more particularly described on **Exhibit "A"** attached hereto and shown on the map attached as **Exhibit "A-1"** (the "Property"), which is part of the master planned community known as Patriot Ridge; and

WHEREAS, Donor desires and proposes to donate the Property to the County in fee simple as a park in fulfillment of the development agreement; and

WHEREAS, both the Donor and the County have a vested interest in realization of a high-quality public recreational space in association with the Patriot Ridge development, commit to working jointly in good faith to complete their respective responsibilities as more particularly set forth in this Agreement; and

WHEREAS, the County finds it is in the best interest of the public to enter into this Agreement with Donor to establish the specific terms on which the Property will be conveyed to the County.

NOW THEREFORE, in consideration of the recitals above and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.
2. Donation. Upon and subject to the terms of this Agreement, Donor agrees to donate and convey to the County and the County agrees to accept all Donor's rights, title, and interest to

the Property. The closing of the conveyance of the Property ("Closing") shall take place via mail away delivery of closing documents, within one hundred eighty calendar (180) calendar days from the date of approval of this Agreement.

3. Right of Entry. Donor agrees that from the date this Agreement is executed by Donor, the County and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Donor shall deliver possession of the Property to County at Closing.

4. Title, Appraisal & Survey.

(a) Attached to this Agreement as **Exhibit "B"** is a current title insurance commitment (the "Title Commitment") issued by Old Republic National Title Company (the "Title Insurer") through title agent Nabors Giblin & Nickerson, P.A. through the Attorneys' Title Fund, covering the Property. The title policy issued for the Property at Closing shall be in an amount equal to the \$2.05 million that amount established within the Development Agreement between the parties. The cost of the Title Commitment and title insurance policy shall be borne by Donor. The Title Commitment shall commit the Title Insurer to issue an owner's title insurance policy to the County (which shall be delivered within a reasonable time after Closing) covering the Property, reflecting title to the Property to be marketable and insurable, subject to the Permitted Encumbrances and, the standard printed exceptions contained in the title insurance policy unless otherwise addressed by the County. Donor shall execute at or prior to Closing, in favor of the Title Insurer, such affidavit or affidavits, and such other documents, acceptable to the Title Insurer as are sufficient to allow for deletion of standard exceptions from the Title Commitment other than the Permitted Encumbrances.

(1) The "Permitted Encumbrances" include the following:

i. All existing building restrictions, zoning regulations, and local laws, governing the Property and the use thereof.

ii. Items 3, 5, 6, 8, 9, 10 of Schedule B II of the title insurance commitment.

(2) With the exception of the items listed under ii. Above, Donor shall satisfy the County title exceptions set forth in Schedule II of the Title Commitment attached as **Exhibit "B"** prior to Closing.

(b) Attached as **Exhibit "A-1"** is a survey of the boundary of the Property performed by a professional surveyor and mapper licensed by the State of Florida and done in accordance with the Florida Minimum Technical Standards for Land Surveys. The survey identifies any easements located on the Property.

(c) Donor shall obtain an appraisal for the value of the Property that will be used to establish the value of the Property. The appraisal shall be completed within ninety (90) days of execution of this agreement and shall be used for valuation of the Donation.

5. Prorations. All governmental and association taxes, assessments, and charges for the year of Closing shall be paid by Donor pursuant to Florida law at or before Closing.

6. Closing Procedure and Documents. At Closing:

(a) Donor shall execute and deliver or cause to be delivered to the County a general warranty deed ("Deed") in accordance with Section 689.02, Florida Statutes, conveying the fee simple title to the Property including all timber and mineral rights, providing that the Property shall be used solely for public park, recreation, and community uses and any related supporting infrastructure;

(b) Donor shall execute and deliver to the Title Insurer an affidavit, confirming, among other things, that there have been no changes to the conditions of title from that shown in the Title Commitment in order for the Title Company to delete the "gap" exception;

(c) Donor shall execute and deliver instruments satisfactory to the County and the Title Insurer reflecting the proper power, good standing and authorization for the conveyance of the Property from Donor to the County hereunder;

(d) Donor shall execute and deliver to the County and the Title Insurer a FIRPTA affidavit in form and substance acceptable to the County and the Title Insurer;

(e) Donor and the County shall mutually execute and deliver to each other a closing statement in customary form; and

(f) Donor shall execute and deliver such other documents as may be required to effectuate the purpose of this Agreement, including but not limited to any donation forms required by the IRS as instructed by Donor's accountant, particularly IRS Form 8283. In turn, the County acknowledges and agrees to execute the Donee Acknowledgement on the IRS 8283, once completed by Donor's accountant and submitted to the County for execution at the time of or after the donation.

7. Closing Expenses. The Donor shall pay the documentary stamp tax on the Deed, the costs of the survey, its legal expenses, recording costs for the Deed, and owner's title insurance premium and search fee. The County shall pay its legal expenses, any of its Property investigation expenses, and all of its other costs associated with this transaction.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

10. Modification Must be in Writing. No modification or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of Donor and the County.

11. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

12. Assignability. Except as may be specifically provided in this Agreement, this Agreement may not be assigned by Donor or the County without the written consent of the other party.

13. Time. Time is of the essence of all provisions of this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms. It is agreed venue for determination of such disputes shall be in Okaloosa County.

15. Notices. Any notice hereunder must be in writing and delivered personally or by United States Mail, Registered or Certified, Return Receipt Requested; United States Express Mail; e-mail; or Federal Express or equivalent courier service, and shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall be set forth below or as may be designated by notice to the other from time to time.

Donor: Gregory E. Matovina,
Patriot Ridge LLP
12443 San Jose Boulevard, Suite 504
Jacksonville, FL 32223

County: John Hofstad
County Administrator
1250 N. Eglin Parkway
Shalimar, Florida 32579

With a copy to: Elliot L. Kampert, AICP
Growth Management Director
1250 N. Eglin Parkway
Shalimar, FL 32579

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no agreements, representations or warranties, oral or written which have not been incorporated herein.

17. Applicability. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and, to the extent that assignment is permitted hereunder, their assigns.

18. Interpretation. This Agreement has been negotiated by the parties hereto at arm's length. The parties represent and warrant to one another that each has, by counsel or otherwise,

actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each party hereby waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document. Captions used in this Agreement are for convenience or reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

19. Real Estate Commission. The County and Donor represent and warrant each to the other that neither has entered into any agreement or taken any other action which would result in a real estate brokerage commission, finder's fee or other similar charge being payable on account of the Closing of the Property. Each party hereto agrees to indemnify and hold harmless the other against any commission, fee or charge and all related costs and expenses arising out of the actions of the indemnifying party.

20. Remedies.

(a) If any party to this Agreement materially defaults under the terms hereof, then the non-defaulting party shall give the defaulting party thirty (30) calendar days' notice and a right to cure such breach with that time period.

(b) Should the County fail to timely cure a default in meeting their obligations set forth herein, Donor may seek any and all remedies available to it in law or equity.

(c) Notwithstanding the foregoing, neither party shall be liable for consequential or punitive damages under this Agreement.

21. Donor Representations and Warranties. Donor hereby represents and warrants to the County as follows (and except as specifically set forth below, the County shall accept the Property in its as is, where is, with all faults conditions):

(a) Donor is a limited liability partnership duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified to do business and in good standing in Florida.

(b) Donor has the authority and power, without the necessity of consent by any person, to enter into and carry out the terms of this Agreement. The persons who have or will have executed and/or delivered this Agreement, the Deed, and any and all other instruments, affidavits, certified resolutions and any other documents shall have been duly authorized to do so.

(c) Donor has not granted to any other person or other legal entity any contract right or option whatsoever to acquire the Property or any portion or portions thereof or any interest therein, except as provided herein, in the public records, or in the Title Commitment. Donor shall not transfer or encumber any interest in the Property prior to Closing.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Donor of

any provisions of any agreement or other instrument to which it is a party or to which it may be subject although not a party, or result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Donor.

(e) Donor assumes all risk of loss or damage to the Property prior to the Closing Date and warrants that the Property shall be transferred and conveyed to the County in the same or essentially the same condition as of the date of Donor's execution of this Agreement, ordinary wear and tear excepted, and Donor shall prevent and refrain from any use of the Property for any purpose or in any manner that would diminish its market or conservation value. Donor will maintain the landscaping (if any) and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property. If the condition of the Property is materially altered by an act of God or other natural force beyond the control of Donor prior to Closing, however, the County may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement.

(f) Subject to anything disclosed by the Survey, Donor represents and warrants that there are no parties other than Donor in occupancy or possession of any part of the Property.

(g) Donor warrants to the best of Donor's knowledge and except as known by the County that there are no private or governmental actions, suits, proceedings, or investigations pending against Donor or the Property which could have an adverse effect on the Property.

22. County Representations and Warranties. The County represents and warrants to Donor that the County has approved this Agreement and the authority and power, without the necessity of consent by any person, entity or body, to enter into and carry out the terms of this Agreement and this Agreement is valid and binding on the County.

23. Survival. The terms and conditions of this Agreement shall survive Closing, provided that Donor's representations and warranties shall only survive for a period of two (2) years

24. **WAIVER OF TRIAL BY JURY. BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF THE RIGHT TO A TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE, OR AGENT OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or its counterparts.

DONOR:

PATRIOT RIDGE, LLP

By: Gregory E. Matovina
Gregory E. Matovina, as President
of Matovina & Company, Managing
General Partner of Patriot Ridge, LLP

Kenneth L. Johns Jr.
Witness as to Donor

KENNETH L. JOHNS, JR.

Printed Name

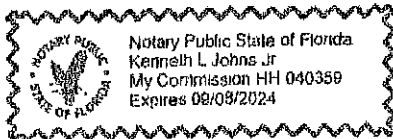
Kristen Hayashi
Witness as to Donor

Katherine Hayashi
Printed Name

STATE OF FLORIDA)
COUNTY OF DUVAL)

This instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of Jan., 2023 by Gregory E. Matovina, as President of Matovina & Company, Managing General Partner of Patriot Ridge, LLP, on its behalf, who is personally known to me or has produced _____ as identification.

By: Kenneth L. Johns Jr.
Notary Public, State of Florida
Print: KENNETH L. JOHNS, JR.



REPRESENTED, EXPRESSLY OR OTHERWISE, TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF THE RIGHT TO A JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS, AND/OR MODIFICATIONS TO THIS AGREEMENT. THIS SECTION SHALL SURVIVE CLOSING.

[Signatures commence on following page]

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA:

Robert A. "Trey" Goodwin, III
Chairman, Board of County Commissioners

ATTEST:

J.D. Peacock II
Clerk of Circuit Court

APPROVED AS TO FORM:

Lynn M. Hoshihara
County Attorney

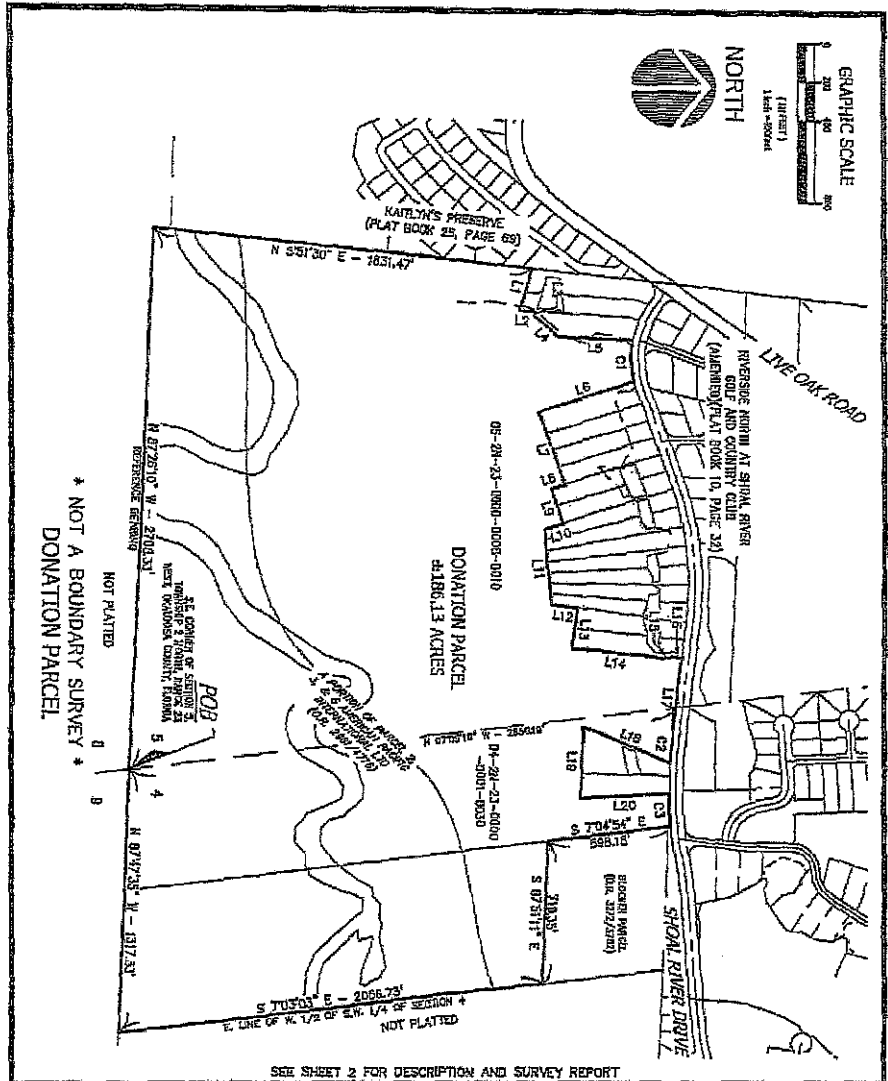
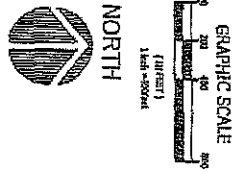
Exhibit "A"
Legal Description of Land Donor is Donating to the County

THAT PORTION OF PARCELS 2, 3 AND 5 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2961, PAGE 4776), IN SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 25, PAGE 69), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 87°26'10" W ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2708.33 FEET TO THE SOUTHEAST CORNER OF SAID KAITLYN'S PRESERVE; THENCE N 05°51'30" E ALONG THE EAST LINE THEREOF, A DISTANCE OF 1831.47 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED S 73°32'17" E, A DISTANCE OF 215.96 FEET; THENCE N 03°18'17" E, A DISTANCE OF 82.16 FEET; THENCE S 73°32'17" E, A DISTANCE OF 19.95 FEET; THENCE N 43°11'14" E, A DISTANCE OF 152.08 FEET; THENCE N 02°25'49" E, A DISTANCE OF 361.23 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID SHOAL RIVER DRIVE, CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.87 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 24°17'29", AN ARC DISTANCE OF 207.26 FEET, (CHORD BEARING = N 88°49'20" E, CHORD = 205.71 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 18°58'49" E, A DISTANCE OF 487.67 FEET; THENCE N 70°48'51" E, A DISTANCE OF 386.07 FEET; THENCE S 18°26'32" E, A DISTANCE OF 72.01 FEET; THENCE N 70°48'51" E, A DISTANCE OF 180.03 FEET; THENCE S 18°26'49" E, A DISTANCE OF 96.46 FEET; THENCE N 84°34'02" E, A DISTANCE OF 372.45 FEET; THENCE N 07°46'58" E, A DISTANCE OF 123.41 FEET; THENCE S 83°46'25" E, A DISTANCE OF 200.91 FEET; THENCE N 06°13'35" E, A DISTANCE OF 433.57 FEET; THENCE N 05°36'50" W, A DISTANCE OF 50.01 FEET; THENCE N 06°09'55" E, A DISTANCE OF 47.86 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF SHOAL RIVER DRIVE; THENCE S 83°50'05" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 419.67 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 02°55'33", AN ARC DISTANCE OF 119.05 FEET, (CHORD BEARING = S 85°07'05" E, CHORD = 119.04 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S 23°59'22" W, A DISTANCE OF 456.50 FEET; THENCE S 87°29'49" E, A DISTANCE OF 363.61 FEET; THENCE N 03°30'28" W, A DISTANCE OF 429.64 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF SHOAL RIVER DRIVE, SAID POINT LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 04°05'59", AN ARC DISTANCE OF 166.81 FEET, (CHORD BEARING = N 87°38'48" E, CHORD = 166.78 FEET) TO THE NORTHWEST CORNER OF THE BLOCKER PARCEL (OFFICIAL RECORDS BOOK 3272, PAGE 3782); THENCE ALONG THE WEST AND SOUTH LINES THEREOF, THE FOLLOWING TWO (2) CALLS: 1) S 07°04'54" E, A DISTANCE OF 598.18 FEET; 2) S

87°51'11" E, A DISTANCE OF 718.35 FEET TO THE SOUTHEAST CORNER OF SAID BLOCKER PARCEL, LYING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE S 07°03'03" E ALONG SAID EAST LINE, A DISTANCE OF 2056.73 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 4; THENCE N 87°47'35" W ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 1317.33 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 186.13 ACRES, MORE OR LESS.

Exhibit "A-1"

Survey of the Property being donated by Donor to the County



* NOT A BOUNDARY SURVEY *
DONATION PARCEL

SEE SHEET 2 FOR DESCRIPTION AND SURVEY REPORT
DONATION PARCEL AT SHAL RIVER GOLF AND COUNTRY CLUB IN SECTIONS 4 & 5, TOWNSHIP 2 NORTH, RANGE 24 WEST, DKALOGSA COUNTY, FLORIDA.

DATE: N/A DRAWN: N/A CHECKED: N/A PROJECT: N/A CLIENT: GUSTIN, COTHERN & TUCKER, INC.	ALLEN E. TUCKER, P.S.L.M. No. 4526 OR JOSHUA P. WOOD, P.S.L.M. No. 11460	NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
20 APR 2022	180500	SHEET 1
GUSTIN, COTHERN & TUCKER, INC. LAND SURVEYING & MAPPING (850) 678-5141 LB. #3501 121 HART STREET www.gctsurveys.com	NICEVILLE, FL 32578 180500.06b	DF 2

Exhibit "B"

Old Republic National Title Insurance Company Title Commitment No. 1203075

**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE**

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE
POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Issued through the Office of

NABORS GIBLIN & NICKERSON, P.A. - 17045
1500 MAHAN DRIVE
SUITE 200
TALLAHASSEE, FL 32308

Authorized Signatory



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
412 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *C Monroe* President

Attest *David Wald* Secretary

Commitment Conditions

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 1203075	Revision Number: None	Issuing Office File Number: 019-15120-2022(1)	Issuing Office: 1704501
Property Address: 0 Shoal River Drive Crestview, FL 32539	Loan ID Number:	ALTA Universal ID: None	Issuing Agent: Nabors Giblin & Nickerson, P.A.

1. Commitment Date: January 10, 2022 at 11:00 PM

2. Policy to be Issued: Proposed Policy Amount:

OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications) \$842,683.00

Proposed Insured: Okaloosa County, a political subdivision of the state of Florida

MORTGAGEE: ALTA Loan Policy (06/17/06). (With Florida Modifications) \$842,683.00

Proposed Insured: To be determined, its successors and/or assigns as their interest may appear

MORTGAGEE:

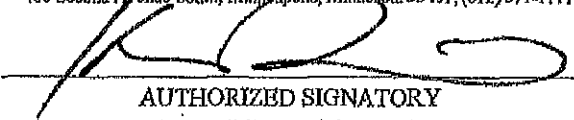
Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is **FREE SIMPLE** (Identify estate covered, i.e., fee, leasehold, etc.)

4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Patriot Ridge LLP, a Florida limited liability partnership

5. The Land is described as follows:
See Exhibit A

Old Republic National Title Insurance Company
400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111



AUTHORIZED SIGNATORY
Nabors Giblin & Nickerson, P.A.

1704501

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: 019-15120-2022(1)

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Patriot Ridge LLP, a Florida limited liability partnership, a Florida limited partnership, executed by a general partner(s) with authority, to the proposed insured purchaser(s).
5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
6. Satisfactory evidence must be furnished establishing that Patriot Ridge LLP, a Florida limited liability partnership is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
7. Confirm compliance with the partnership agreement concerning the alienation of real property. Record an affidavit from one or more of the general partners stating: (1) that the general partner(s) executing the instrument(s) to be insured is/are authorized to do so under the partnership agreement or that all partners have consented to the instruments to be insured; (2) the names of the existing general partners; (3) that any partners that are legal or commercial entities have not been dissolved; (4) that neither the partnership nor any partners has been a debtor in bankruptcy; and (5) that the partnership has been in full force and effect under a valid partnership agreement during the entire time that the partnership has held title to the real property.
8. Confirm that the limited liability partnership has filed a statement of qualification with the Secretary of State to become a limited liability partnership and is in good standing as a limited liability partnership as of the date of the transaction to be insured.
9. If any general partner(s) is a legal or commercial entity, require a good standing certificate from the date of purchase through to the present time.
10. FOR INFORMATIONAL PURPOSES ONLY: 2021 taxes were paid under receipt number 315-21001797, on December 8, 2021, Parcel/Account ID# 05-2N-23-0000-0008-0010, the gross amount being \$7,160.58.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT**

Schedule B-I

Issuing Office File Number: 019-15120-2022(1)

11. FOR INFORMATIONAL PURPOSES ONLY: 2021 taxes were paid under receipt number 315-21001797, on December 8, 2021, Parcel/Account ID# 04-2N-23-0000-0001-003A, the gross amount being \$1,652.05.
12. FOR INFORMATIONAL PURPOSES ONLY, the following constitutes a 24-month Chain of Title preceding the effective date hereof and constitutes conveyances and transfers of ownership only: Nothing Found

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: 019-15120-2022(1)

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. Ingress & Egress Easement Agreement recorded in O.R. Book 2961, Page 4781, Public Records of Okaloosa County, Florida.
6. Easement recorded in O.R. Book 614, Page 261, Public Records of Okaloosa County, Florida.
7. Oil, gas, mineral, or other reservations as set forth in deed by Triad Timber Company, a New York General Partnership recorded in O.R. Book 1242, Page 1662, Public Records of Okaloosa County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
8. Easement recorded in O.R. Book 1252, Page 1625, Public Records of Okaloosa County, Florida.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT**

Schedule B-II

Issuing Office File Number: 019-15120-2022(1)

9. Distribution Easement recorded in O.R. Book 1252, Page 1628, Public Records of Okaloosa County, Florida.
10. Easement recorded in O.R. Book 1272, Page 626, Public Records of Okaloosa County, Florida.
11. Actual Acreage Content is neither insured nor guaranteed.
12. Rights of the lessees under unrecorded leases.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT
Exhibit A

Commitment Number:

1203075

Issuing Office File Number:

019-15120-2022(1)

THAT PORTION OF PARCELS 2, 3 AND 5 OF THE AMERICAN PACIFIC INTERNATIONAL LTD PARCEL (OFFICIAL RECORDS BOOK 2961, PAGE 4776), IN SECTIONS 4 AND 5, TOWNSHIP 2 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF SHOAL RIVER DRIVE AND A PROPOSED DEVELOPMENT ADJACENT THERETO, LYING EAST OF KAITLYN'S PRESERVE (PLAT BOOK 25, PAGE 69), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE N 87°26'10" W ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 2708.33 FEET TO THE SOUTHEAST CORNER OF SAID KAITLYN'S PRESERVE; THENCE N 05°51'30" E ALONG THE EAST LINE THEREOF, A DISTANCE OF 1926.96 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 973.87 FEET; THENCE DEPARTING SAID EAST LINE, PROCEED ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'51", AN ARC DISTANCE OF 236.78 FEET, (CHORD BEARING = S 70°30'57" E, CHORD = 236.20 FEET); THENCE N 54°23'37" E, A DISTANCE OF 23.45 FEET; THENCE N 45°14'58" E, A DISTANCE OF 51.31 FEET; THENCE N 39°24'43" E, A DISTANCE OF 68.39 FEET; THENCE N 27°09'58" E, A DISTANCE OF 56.70 FEET; THENCE N 25°00'57" E, A DISTANCE OF 57.12 FEET; THENCE N 19°43'38" E, A DISTANCE OF 32.08 FEET; THENCE N 06°58'26" E, A DISTANCE OF 34.92 FEET; THENCE N 75°01'51" W, A DISTANCE OF 28.94 FEET; THENCE N 48°46'55" W, A DISTANCE OF 33.64 FEET; THENCE N 06°05'29" E, A DISTANCE OF 49.17 FEET; THENCE N 03°22'52" W, A DISTANCE OF 37.49 FEET; THENCE N 37°08'07" E, A DISTANCE OF 97.98 FEET TO A POINT ON THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID SHOAL RIVER DRIVE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 488.87 FEET; THENCE ALONG SAID RIGHT-OF-WAY AND CURVE, THROUGH A CENTRAL ANGLE OF 17°29'04", AN ARC DISTANCE OF 149.18 FEET, (CHORD BEARING = N 85°03'23" E, CHORD = 148.60 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEEDS 49°16'56" E, A DISTANCE OF 36.06 FEET; THENCE S 05°10'28" W, A DISTANCE OF 29.45 FEET; THENCE S 20°44'31" W, A DISTANCE OF 4.65 FEET; THENCE S 14°03'20" E, A DISTANCE OF 31.98 FEET; THENCE S 19°11'15" E, A DISTANCE OF 394.33 FEET; THENCE N 70°48'51" E, A DISTANCE OF 566.09 FEET; THENCE S 18°26'56" E, A DISTANCE OF 82.27 FEET; THENCE N 84°03'02" E, A DISTANCE OF 411.50 FEET; THENCE N 07°04'28" E, A DISTANCE OF 82.18 FEET; THENCE S 83°04'25" E, A DISTANCE OF 199.76 FEET; THENCE N 06°01'35" E, A DISTANCE OF 337.31 FEET; THENCE N 49°40'08" E, A DISTANCE OF 13.84 FEET; THENCE N 07°10'34" W, A DISTANCE OF 37.88 FEET; THENCE N 05°36'50" W, A DISTANCE OF 54.30 FEET; THENCE N 57°18'48" E, A DISTANCE OF 76.30 FEET TO A POINT ON THE AFORESAID SOUTHERLY

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT

Exhibit A

Commitment Number:

1203075

Issuing Office File Number:

019-15120-2022(1)

RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) CALLS: 1) S 83°50'05" E, A DISTANCE OF 360.25 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; 2) THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°44'09", AN ARC DISTANCE OF 29.94 FEET, (CHORD BEARING = S 84°01'23" E, CHORD = 29.94 FEET); THENCE DEPARTING SAID RIGHT-OF-WAY, PROCEED S 80°45'149" E, A DISTANCE OF 86.87 FEET; THENCE S 42°02'38" W, A DISTANCE OF 38.71 FEET; THENCE S 15°46'33" W, A DISTANCE OF 46.93 FEET; THENCE S 17°37'58" W, A DISTANCE OF 47.80 FEET; THENCE S 58°04'25" W, A DISTANCE OF 43.26 FEET; THENCE S 01°29'40" W, A DISTANCE OF 37.09 FEET; THENCE S 30°27'15" W, A DISTANCE OF 56.26 FEET; THENCE S 29°11'113" W, A DISTANCE OF 45.86 FEET; THENCE S 19°48'06" W, A DISTANCE OF 51.51 FEET; THENCE S 21°15'135" W, A DISTANCE OF 47.85 FEET; THENCE S 14°27'50" W, A DISTANCE OF 50.28 FEET; THENCE S 87°29'49" E, A DISTANCE OF 370.18 FEET; THENCE N 03°30'128" W, A DISTANCE OF 429.48 FEET TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE, LYING IN A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 2331.34 FEET; THENCE ALONG SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 04°05'591", AN ARC DISTANCE OF 166.81 FEET, (CHORD BEARING N 87°38'148" E, CHORD = 156.78 FEET) TO THE NORTHWEST CORNER OF THE BLOCKER PARCEL (OFFICIAL RECORDS BOOK 3272, PAGE 3782); THENCE ALONG THE WEST AND SOUTH LINES THEREOF, THE FOLLOWING TWO (2) CALLS: 1) S 07°04'154" E, A DISTANCE OF 598.18 FEET; 2) S 87°51'111" E, A DISTANCE OF 718.35 FEET TO THE SOUTHEAST CORNER OF SAID BLOCKER PARCEL, LYING ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 4; THENCE S 07°03'03" E ALONG SAID EAST LINE, A DISTANCE OF 2056.73 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 4; THENCE N 87°47'35" W ALONG SAID SOUTH SECTION LINE, A DISTANCE OF 1317.33 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 187.43 ACRES, MORE OR LESS.

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**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
AND PATRIOT RIDGE, LLP**

THIS THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT ("Agreement") is entered into this 2nd day of January, 2024, by and between the Okaloosa County Board of County Commissioners (the "County") and Patriot Ridge, LLP, a Florida Limited Liability Partnership (the "Developer") for the purpose of adjusting the estimated value of the lands to be dedicated to Okaloosa County for a Public Neighborhood Park to the current, appraised value of such lands, formalizing certain conditions of approval pertaining to the maintenance of dams and access to the subject properties established by the County at the time the Agreement was approved.

ARTICLE I. RECITALS

WHEREAS, the intent of the Florida Local Government Development Agreement Act (the "Act") is explicitly provided in Section 163.3220(2), Florida Statutes, which states as follows:

(2) The Legislature finds and declares that: (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital investment planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; (b) Assurance to a developer that upon receipt of his development order(s) he may proceed with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(3) Inconformity with, in furtherance of and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(4) This intent is affected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.

(5) Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing; and

WHEREAS, the Okaloosa County Land Development Code has been adopted by Ordinance No. 91-1, as amended, and does contain Section 1.11.05 "Development Agreement" which specifically authorizes the County to enter into development agreements with developers; and

WHEREAS, after duly noticed public hearings conducted on October 10, 2019 and November 5, 2019, the County and Developer entered into a Development Agreement (the Development Agreement) establishing the development rights of the Developer as well as the regulations and obligations that would apply to the development including the donation of parkland; and

WHEREAS, during the duly noticed meeting of November 5, 2019, the County requested and the Developer agreed to investigate amendments to the Agreement pertaining to the maintenance of certain

dams that occur on the property as well as a commitment to investigate opportunities for improved access to the development; and

WHEREAS, after duly noticed public hearings conducted on August 30, 2020 and September 1, 2020, the Board of County Commissioners adopted the First Amendment to the Development Agreement (First Amendment) that increased the number of allowable units from 570 to 676, added an additional (16th) phase to the development schedule, and required additional transportation improvements; and

WHEREAS, after duly noticed public hearings conducted on February 9, 2023 and March 14, 2023, the Board of County Commissioners adopted the Second Amendment to the Development Agreement (Second Amendment) that decreased the number of allowable units from 676 to 657, recognized transportation improvements performed by the developer to-date, clarified the area of the parkland to be donated as 186.13± acres, and specified remaining transportation improvements; and

WHEREAS, after a duly noticed public hearing conducted on March 7, 2023, the Board of County Commissioners adopted a Park Donation Agreement to affect the transfer of the 186.13± from the Developer to the County; and

WHEREAS, while the Development Agreement and Park Donation Agreement estimate the value of the 186.13± acre parcel as \$2,050,000, a ~~November~~-April-2023 appraisal performed by a real estate appraiser licensed in the state of Florida determined the value of the property to be \$4,500,000~~\$705,000~~; and

WHEREAS, It is necessary to amend the Development Agreement and Park Donation Agreement to reflect the value of the 186.13± acre parcel as provided in the appraisal.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, and after duly noticed public hearings conducted on December 14, 2023 and January 3, 2024, the Developer and the County enter into this Third Amendment to the Development Agreement and do hereby agree that the Development Agreement and First Amendment and Second Amendment are hereby amended as follows: *Language to be added is underlined, language to be removed is stricken.*

ARTICLE III. ESSENTIAL REQUIREMENTS

D. Parks and Recreational Facilities – The Developer shall satisfy concurrency requirements for parks and recreation as provided in Section 6.07 of the Land Development Code as follows;

- 1) The Land Requirements described in Section 6.07.03 result in five (5) acres of land required to be dedicated since the total acreage of the proposed development is less than five hundred (500). The acreage requirement will be met through the dedication of a +/- 1.39 acre site in Phase 3 of the development for construction of a Private Neighborhood Park which shall be owned and maintained by the Homeowners Association and, through the dedication of a minimum of +/- 186.13 acres for a Public Neighborhood Park, as shown on the attached Exhibit D and as described by the legal description attached as Exhibit D, to provide access to the Shoal River. The Public Neighborhood Park shall have a minimum 40' wide access, in an upland area, connecting the park to Shoal River Drive on the east side of the park and shall have a minimum 10' wide access, in an upland area, connecting the park to Shoal River Drive


on the west side of the park as shown in Exhibit D. To aid with privacy and security to adjacent residential lots directly east of the access points, the County shall construct and maintain a 6 foot tall privacy fence, from wood or tan vinyl, along the east side of the 40' wide and 10' wide access points at such time as any improvements are constructed over such access. The privacy fence shall not block sight distance at the intersection of Live Oak Church Road and Shoal River Drive. The Public Neighborhood Park shall be owned and operated by the County. The Developer may modify the legal description of the property to be conveyed for the Public Neighborhood Park prior to its conveyance provided that its configuration and general location is substantially the same as shown at Exhibit D. The Private Neighborhood Park shall be dedicated to the Homeowners Association prior to or in connection with the plat for Phase Five as shown by Exhibit C. The Public Neighborhood Park shall be dedicated to the County, by warranty deed including any underlying mineral rights that developer owns, prior to the recording of any plat for the proposed development. Based on the amount that Developer paid for the land included within the Project, the acreage being dedicated to the County for the Public Neighborhood Park would be approximately ~~\$4,500,000~~ ~~\$750,000.00~~ 2.05 million.

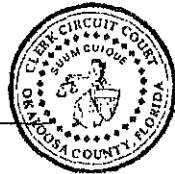
IN WITNESS WHEREOF, the parties have set their hands and seals this 2nd day of January, 2024.

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

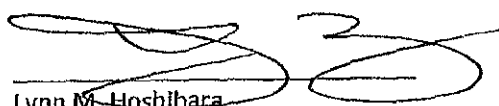
By 
Paul Nixon
Chairman, Board of County Commissioners

ATTEST:


J.D. Peacock, II
Clerk of Circuit Court



APPROVED AS TO LEGAL SUFFICIENCY:


Lynn M. Hoshihara
County Attorney

NOTICE OF PUBLIC HEARING

The Okaloosa County Growth Management Department hereby provides notice that, at 1:30 P.M. or soon thereafter on Tuesday, January 2, 2024 in the BCC Meeting Room located on the first floor of the Okaloosa County Courthouse, 101 East James Lee Boulevard, Crestview, Florida, the Okaloosa County Board of County Commissioners will consider:

Consideration of an amendment to the Development Agreement by and between the Board of County Commissioners and Patriots Ridge, LLP for the purpose of correcting the appraised value of a portion of the development site to be donated to Okaloosa County as a park in compliance with applicable provisions of Section 163.3220-163.3243, Florida Statutes, and the Okaloosa County Comprehensive Plan. The Park property will be donated pursuant to a separate park Donation Agreement.

The proposed amendment does not change the development rights established through the Agreement which allows a maximum of 676 lot single family detached residential subdivision, will be developed up to sixteen (16) phases and will be valid for five (5) years from the effective date of the agreement. The property is currently zoned Agriculture (AA), Residential 1 (R-1) and Mixed Use (MU) and the Future Land Use Map (FLUM) designation is Agriculture (AG), Low Density Residential (LDR) and Mixed Use (MU). A general location of the property is south of Airmans Memorial Road, north of Shoal River Drive in Crestview and contains 476.08 acres more or less.

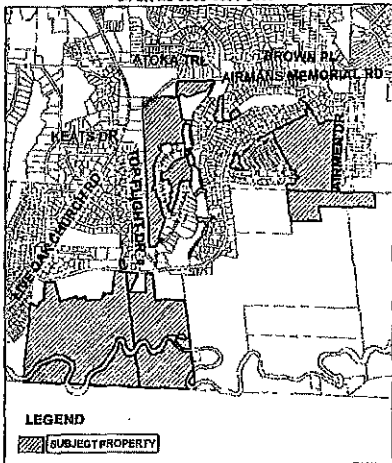
The Agreement is for the property shown and described in the map in this advertisement. A public hearing has been scheduled as follows.

The proposed Development Agreement Amendment and associated Park Donation Agreement may be inspected by the public at the Department of Growth Management offices in Shalimar, 1250 N. Eglin Pkwy., 3rd floor, (850) 651-7180 or in Growth Management offices located at 402 Brookmeade Dr, Crestview, (850) 689-5080, in the Office of the Okaloosa County Clerk of Court, located at the Newman C. Brackin Building, 302 N. Wilson St., Crestview, FL 32536, 850-689-5000 or at the County Commissioner's Office, located at 1250 N. Eglin Pkwy, Suite 100, Shalimar, FL, 850-651-7515.

If any person decides to appeal any decision made with respect to any matter considered at these hearings, such person will need a record of the proceeding and may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

Okaloosa County adheres to the Americans with Disabilities Act and will make reasonable modifications for access to these hearings upon request. Requests may be made to the Growth Management offices described above and must be made at least 48 hours in advance of the hearings in order to provide the requested service.

33-3N-23-0000-0001-0020
04-2N-23-0000-0001-003A
05-2N-23-0000-0008-0010
34-3N-23-0000-0001-0110



DEVELOPER

Patriot Ridge, LLP, a Florida limited liability partnership

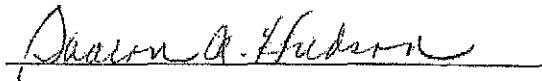


Gregory E. Matovina, as President of Matovina & Company,
Managing Partner of Patriot Ridge, LLP

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA
COUNTY OF DUVAL

Before me on this 11th day of Dec, 2023, in person or via remote notarization appeared Gregory E. Matovina, as President of Matovina & Company, Managing Partner on behalf of Patriot Ridge, LLP, who is personally known to me or provided _____ as identification.

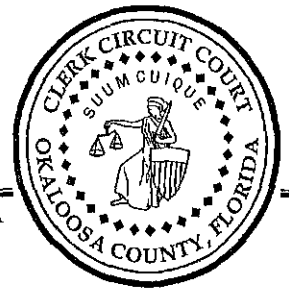


SHARON A. HUDSON
Commission # HH 460421
Expires December 11, 2027

Notary Public, State of Florida
My Commission Expires
Commission Number
Notary Stamp

JD PEACOCK II

CLERK OF THE CIRCUIT COURT AND COMPTROLLER, OKALOOSA COUNTY, FLORIDA



January 3, 2024

To Whom It May Concern:

The following is an excerpt of the Okaloosa County Board of County Commissioners' January 2, 2024 meeting relating to the below item:

Consent Agenda

5. Local Mitigation Strategy/Community Rating System Annual Report

Motion:	To approve the Consent Agenda, less Item No. 11.
Made by:	Commissioner Ponder
Seconded by:	Commissioner Boyles
Disposition:	5 yeas

Sincerely,

J. D. PEACOCK II
CLERK OF CIRCUIT COURT

By: Maria Everton
Clerk to BCC

NOTE: These minutes have not been approved as of this date.

EXHIBIT 5

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS AND PATRIOT RIDGE, LLP

THIS FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2024, by and between the Okaloosa County Board of County Commissioners (the "County") and Patriot Ridge, LLP, a Florida Limited Liability Partnership (the "Developer") for the purpose of decreasing the number of allowable units from 657 to 638, adopting a revised Phasing Schedule, Phasing Plan and Master Plan and modifying the phases to be connected to the public sewer system to add Phase 12.

ARTICLE I. RECITALS

WHEREAS, the intent of the Florida Local Government Development Agreement Act (the "Act") is explicitly provided in Section 163.3220(2), Florida Statutes, which states as follows:

(2) The Legislature finds and declares that: (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital investment planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; (b) Assurance to a developer that upon receipt of his development order(s) he may proceed with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development.

(3) Inconformity with, in furtherance of and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(4) This intent is affected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.

(5) Sections 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing; and

WHEREAS, the Okaloosa County Land Development Code has been adopted by Ordinance No. 91-1, as amended, and does contain Section 1.11.05 "Development Agreement" which specifically authorizes the County to enter into development agreements with developers; and

WHEREAS, after duly noticed public hearings conducted on October 10, 2019 and November 5, 2019, the County and Developer entered into a Development Agreement (the Development Agreement) establishing the development rights of the Developer as well as the regulations and obligations that would apply to the development including the donation of parkland; and

WHEREAS, during the duly noticed meeting of November 5, 2019, the County requested and the Developer agreed to investigate amendments to the Agreement pertaining to the maintenance of certain dams that occur on the property as well as a commitment to investigate opportunities for improved access to the development; and

WHEREAS, after duly noticed public hearings conducted on August 30, 2020 and September 1, 2020, the Board of County Commissioners adopted the First Amendment to the Development Agreement (First Amendment) that increased the number of allowable units from 570 to 676, added an additional (16th) phase to the development schedule, and required additional transportation improvements; and

WHEREAS, after duly noticed public hearings conducted on February 9, 2023 and March 14, 2023, the Board of County Commissioners adopted the Second Amendment to the Development Agreement (Second Amendment) that decreased the number of allowable units from 676 to 657, recognized transportation improvements performed by the developer to-date, clarified the area of the parkland to be donated as 186.13± acres, and specified remaining transportation improvements; and

WHEREAS, after a duly noticed public hearing conducted on March 7, 2023, the Board of County Commissioners adopted a Park Donation Agreement to affect the transfer of the 186.13± from the Developer to the County; and

WHEREAS, after a duly noticed public hearing conducted on January 2, 2024, the Board of County Commissioners adopted the Third Amendment to the Development Agreement (Third Amendment) to amend the Development Agreement and Park Donation Agreement to reflect the value of the 186.13± acre parcel as provided in the appraisal performed by a real estate appraiser licensed in the State of Florida to be \$4,500,000.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the Developer and the County enter into this Fourth Amendment to the Development Agreement and do hereby agree that the Development Agreement and First, Second and Third Amendments are hereby amended as follows:

1. Article III. of the Development Agreement is amended as follows:

ARTICLE III. ESSENTIAL REQUIREMENTS

The essential requirements of law of this Agreement as prescribed by Section 163.3227, Florida Statutes, are addressed as follows:

3.3 Development Uses

A. The parties do hereby agree that the Developer intends to develop a residential development consisting of a maximum of ~~570-676-657~~ 638 single family units and all associated roadways, stormwater treatment, landscaping, and other improvements as may be required by the Land Development Code; and could, but are not obligated, to build and develop accessory uses and structures including storage areas, parking lots and/or garages. Building density shall be no more than four (4) units per acre and building height shall not exceed 45 feet.

3.4 **Public Facilities, Infrastructure Capacity and Capacity Reservation**

F.1 The Developer will connect Phases 1-9, 11-14 and 16 to the public sewer system, provided by OCWS. OCWS currently has wastewater treatment and disposal capacity available for these phases at the Jerry D. Mitchem Water Reclamation Facility at the Bob Sikes Industrial Park. Capacity is reserved via payments of Capacity Expansion Charges, at rates established by the current Water & Sewer Ordinance at the time of payment.

2. Article IV. Of the Development Agreement is amended as follows:

ARTICLE IV. AGREEMENT AND COVENANT

- 4.1 By execution hereof, the County acknowledges and agrees that this Fourth Amendment will encourage proper use of the Property, promote economic use of land resources of the County, provide for public facilities and use, and encourage private participation in the comprehensive planning process. The County acknowledges and agrees that it is exercising its sound discretion in this instance by entering into this Fourth Amendment to achieve mutual benefits that are particular and unique to the circumstances underlying the Original Agreement as amended.
3. Attached hereto as Exhibit "A" and incorporated herein is the Phasing and Master Plans and Phasing Schedule for development.
4. Only those sections of the Original Development Agreement, First Amendment, Second Amendment, and Third Amendment as further amended herein (Articles III and IV) are subject to the changes, along with the inclusion of the Phasing and Master Plan and Phasing Schedule. All other provisions of the existing Development Agreement, First Amendment, Second Amendment, and Third Amendment are in full force and effect and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____, 2024.

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

By _____
Paul Mixon, Chairman
Board of County Commissioners

ATTEST:

J.D. Peacock, II

Clerk of Circuit Court

APPROVED AS TO LEGAL SUFFICIENCY:

Lynn M. Hoshihara
County Attorney

DEVELOPER

Patriot Ridge, LLP, a Florida limited liability partnership

Gregory E. Matovina, as President of Matovina & Company,
Managing Partner of Patriot Ridge, LLP

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA
COUNTY OF DUVAL

Before me on this ____ day of _____ 2024, in ____ person or via ____ remote notarization appeared Gregory E. Matovina, as President of Matovina & Company, Managing Partner on behalf of Patriot Ridge, LLP, who is personally known to me or provided _____ as identification.

Notary Public, State of Florida
My Commission Expires
Commission Number
Notary Stamp

Exhibit A

Phasing and Master Plans and Phasing Schedule