

AGREEMENT

STATE OF FLORIDA
COUNTY OF SANTA ROSA

WHEREAS, The School Board of Santa Rosa County, Florida, herein referred as the “Board”, has previously entered into an agreement concerning real property with Edwin Henry, acting on behalf of entities owned and/or controlled by him, whereby Owner would convey to Board a 15 acre parcel of property on Cecil Road in consideration of the Board agreeing not to object to the Owners submission of Phase I of Woodlands Subdivision, comprising of 126 lots, to the Board of County Commissioners of Santa Rosa County, Florida, and

WHEREAS, the Board acted upon the previous agreement and expended funds for the necessary environmental studies and other studies in order to confirm that said property was acceptable, and,

WHEREAS, Owner has not yet conveyed the property to the Board but wishes to reaffirm his agreement and intention to do so, and

WHEREAS, the Board and Owner agree that if the Board should determine the property owned by Owner or his entities in another location would be more suitable for their future plans and if Owner agrees to the substitution of said property for the 15 acre tract, then the new parcel will be substituted for the currently identified property and will be conveyed by Owner to the Board in accordance with this agreement.

NOW, therefore, in consideration of the mutual promises contained herein and other good and value consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree, as follows:

1. The recitals set forth above are true and correct and they constitute a part of this agreement, in their entirety.
2. Owner shall convey by General Warranty Deed, with exceptions of record which are acceptable to a title insurance company that insures property in this area either the 15 acre parcel of property, a copy of the legal description being attached as Exhibit "A" or the substitute parcel within 120 days from the execution of this agreement.
3. In the event of default by Owner, Board may enforce this agreement by either a suit for specific performance and/or a suit for damages. Owner shall be liable to Board for reasonable attorney's fees, court costs, and any other expenses incidental to said litigation, both at the trial and the appellate level.
4. This agreement may be submitted to the Board of County Commissioners of Santa Rosa County, Florida, as evidence of the agreement between the parties and the consent of the Board to approval of the 126 lots subdivision plat referred as "Woodlands" and located on Bell Lane in Santa Rosa County, Florida.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of May, 2015.

Signed, sealed and delivered in the presence of :

School Board of Santa Rosa County, Florida

By: _____
Timothy Wyrosdick, Superintendent of Schools

WITNESS

WITNESS

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this ____ day of May, 2015
by Timothy Wyrosdick, who is personally known to me or who produced _____
as identification.

NOTARY PUBLIC

Owner

By: _____
Edwin Henry

WITNESS

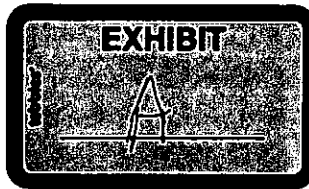
WITNESS

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this ____ day of May, 2015
by Edwin Henry, who is personally known to me or who produced _____ as
identification.

NOTARY PUBLIC

This document prepared by:
Paul R. Green
Florida Bar No.: 127448
General Counsel
Santa Rosa County School Board

DESCRIPTION: AS PREPARED BY MERRILL PARKER SHAW, INC.

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 01 DEGREES 40 MINUTES 43 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 334.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREES 40 MINUTES 43 SECONDS WEST, ALONG SAID WEST OF THE NORTHEAST QUARTER OF SECTION 27, A DISTANCE OF 1000.23 FEET; THENCE, DEPARTING SAID WEST OF THE NORTHEAST QUARTER OF SECTION 27, GO NORTH 88 DEGREES 24 MINUTES 03 SECONDS WEST A DISTANCE OF 823.15 FEET TO THE EAST LINE OF AN UNRECORDED SUBDIVISION; THENCE GO NORTH 01 DEGREES 26 MINUTES 47 SECONDS EAST, ALONG SAID EAST LINE OF AN UNRECORDED SUBDIVISION, A DISTANCE OF 43.02 FEET; THENCE, DEPARTING SAID EAST LINE OF AN UNRECORDED SUBDIVISION, GO SOUTH 88 DEGREES 24 MINUTES 03 SECONDS EAST A DISTANCE OF 178.00 FEET; THENCE GO NORTH 01 DEGREES 26 MINUTES 10 SECONDS EAST A DISTANCE OF 952.09 FEET TO THE APPARENT SOUTHERLY RIGHT-OF-WAY OF CECIL ROAD (RIGHT-OF-WAY WIDTH UNKNOWN); THENCE GO SOUTH 88 DEGREES 51 MINUTES 11 SECONDS EAST, ALONG SAID APPARENT RIGHT-OF-WAY, A DISTANCE OF 649.36 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATE IN SECTION 27, TOWNSHIP-1-NORTH, RANGE-29-WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 15.0 ACRES MORE OR LESS.

E. Wayne Parker 5/27/08

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174
STATE OF FLORIDA

NOT VALID WITHOUT
ORIGINAL RAISED SEAL
OF FLORIDA REGISTERED
LAND SURVEYOR

THIS DRAWING IS FOR DESCRIPTION
PURPOSES ONLY; IT IS NOT TO BE
USED AS A FIELD SURVEY.

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MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

Phone: (850) 478-4923
Fax: (850) 478-4924

DESCRIPTION/DESCRIPTION DRAWING
5/27/2008

DRAFTED: RDC TYPED: RDC CHECKED: EWP