

4300 BAYOU BOULEVARD, SUITE 14  
PENSACOLA, FLORIDA 32503

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PH (850) 429-2027 FAX (850) 429-7465

T.A. BOROWSKI, JR.  
ted@borowski-traylor.com

DARRYL STEVE TRAYLOR, JR.  
steve@borowski-traylor.com

January 22, 2019

VIA EMAIL

Joseph B. Harrell  
Assistant Superintendent for Administrative Services  
6544 Firehouse Road  
Milton, FL 32570  
[harrellj@santarosa.K12.fl.us](mailto:harrellj@santarosa.K12.fl.us)

RE: Santa Rosa School Board/Cambria Subdivision

Dear Mr. Harrell:

We write as counsel for Cambria Subdivision Developers, LLC, to confirm our request and understanding with regard to the Cambria Subdivision, and more particularly, the retention ponds and certain roads. We write to confirm that, subject to approval by the School Board, the parties are in agreement to move forward as follows:

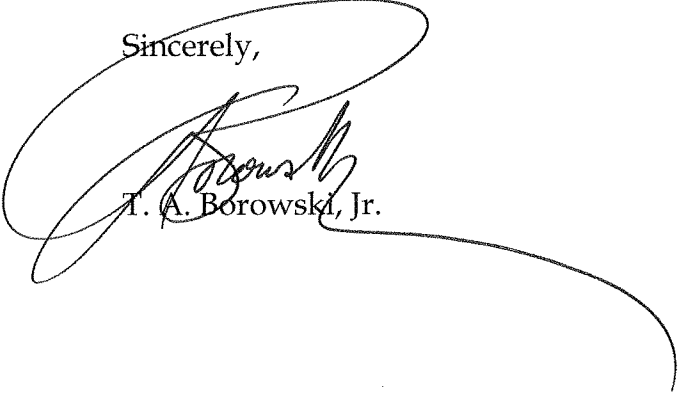
1. The School Board will convey, by "Deed of Realty," its interest in the two drainage ponds and two roadways identified in said deed (copy attached) to Cambria Subdivision Developers, LLC;
2. The School Board will convey by Quit Claim Deed (copy attached) any interest it may have in a right-of-way or easement extending north from the one acre drainage pond as reflected on the property appraiser's map (none of us are aware that such an easement was conveyed, and this Quit Claim Deed is executed solely for title purposes); and
3. Santa Rosa School Board will contribute the sum of \$25,131.05 toward the renovation of the drainage pond which will be completed by the developer, representing the amount agreed upon between the developer's engineer and the School Board's engineer as reflective of the historical obligations of the School Board identified on the attached estimate.

Conveyance of their properties avoids the need for the School Board to be a signatory to the Plat and facilitates the completion of the improvements for the benefit of both parties. Cambria Subdivision Developers, LLC, agrees that it shall continue to pursue the renovations of the drainage ponds and completion of the subdivision improvements, including the recording of a Final Plat, with all deliberate speed. The developer is trying to accomplish the approval of the Final Plat within the next 60 days, in order to deliver lots to its purchaser in accordance with its contractual obligations.

If any of the foregoing does not reflect the culmination of our various discussions, please advise. We greatly appreciate the opportunities you have provided to sit down and discuss these matters, and we believe that the foregoing reflects a very fair and reasonable resolution of these issues.

Should you need anything further from us, please advise.

Sincerely,



T. A. Borowski, Jr.

TAB/mab

Enc.

cc: Paul Green via email  
pgreen@paulrgreenlaw.com

PREPARED BY:

T. A. Borowski, Jr.

Borowski & Traylor, P.A.

4300 Bayou Blvd., Suite 14

Pensacola, FL 32503

Parcel ID Numbers: 30-1N-28-0000-00203-0000

30-1N-28-0000-00202-0000

## DEED OF REALTY

KNOW ALL MEN BY THESE PRESENTS, that **THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA** (whether one or more, hereinafter Grantor) whose mailing address is: 5086 Canal Street, Milton, FL 32570-6706, for and in consideration of Ten Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, do bargain, sell, convey and grant unto **CAMBRIA SUBDIVISION DEVELOPERS, LLC** (whether one or more, hereinafter Grantee) whose mailing address is: 25 West Cedar Street, Suite 102, Pensacola, FL 32502 forever, the following described real property, situate, lying and being in the County of Santa Rosa, State of Florida, to-wit:

**SEE ATTACHED EXHIBIT "A"**

Subject to taxes for the current year and to valid easements, restrictions, and reservations of record affecting the above property, if any, which are not hereby reimposed.

To have and to hold, unto Grantee forever, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same. Whenever used herein, the terms "Grantor" and "Grantee" include those hereinabove specified and their respective heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations and other entities.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of January, 2019.

Signed, sealed and delivered in the presence of:

**THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA**

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

Printed Name: \_\_\_\_\_

Print name: \_\_\_\_\_

Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January, 2019, by \_\_\_\_\_ as \_\_\_\_\_, on behalf of The School Board of Santa Rosa County, Florida, who personally appeared before me and who is/are personally known to me or who produced \_\_\_\_\_ as identification.

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

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

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

## EXHIBIT "A"

### ROAD RIGHT-OF-WAY

PARCEL 1  
COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF  
STERLING WAY (COUNTY ROAD #281-A), (100' R/W) AND THE EAST RIGHT OF  
WAY LINE OF EXCALIBUR WAY (50' R/W);  
THENCE GO SOUTH 01 DEGREES 08 MINUTES 34 SECONDS WEST ALONG SAID  
EAST RIGHT OF WAY LINE OF EXCALIBUR WAY A DISTANCE OF 414.97 FEET TO  
THE POINT OF BEGINNING;  
THENCE DEPARTING SAID EAST RIGHT OF WAY LINE GO SOUTHEASTERLY ALONG  
THE ARC OF A CURVE BEING CONCAVE TO THE NORTHEAST HAVING A RADIUS OF  
25.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 14 SECONDS (CHORD  
= 33.36 FEET, CHORD BEARING = SOUTH 43 DEGREES 54 MINUTES 33 SECONDS  
EAST) A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY;  
THENCE GO SOUTH 88 DEGREES 54 MINUTES 40 SECONDS EAST A DISTANCE OF  
670.50 FEET;  
THENCE GO SOUTH 01 DEGREES 08 MINUTES 21 SECONDS WEST A DISTANCE OF  
50.00 FEET;  
THENCE GO NORTH 88 DEGREES 54 MINUTES 40 SECONDS WEST A DISTANCE OF  
670.50 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE  
SOUTHEAST HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 89 DEGREES  
58 MINUTES 46 SECONDS (CHORD = 35.35 FEET, CHORD BEARING = SOUTH 48  
DEGREES 05 MINUTES 27 SECONDS WEST);  
THENCE GO ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.26 FEET TO THE  
SAID EAST RIGHT OF WAY LINE OF EXCALIBUR WAY;  
THENCE GO NORTH 01 DEGREES 08 MINUTES 34 SECONDS EAST ALONG SAID  
EAST RIGHT OF WAY LINE A DISTANCE OF 100.00 FEET TO THE POINT OF  
BEGINNING.  
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION  
30, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA AND  
CONTAINS 0.80 ACRES (35,043.00 SQUARE FEET) MORE OR LESS.

PARCEL 3  
COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF  
STERLING WAY (COUNTY ROAD #281-A), (100' R/W) AND THE EAST RIGHT OF  
WAY LINE OF EXCALIBUR WAY (50' R/W);  
THENCE GO SOUTH 01 DEGREES 08 MINUTES 34 SECONDS WEST ALONG SAID  
EAST RIGHT OF WAY LINE OF EXCALIBUR WAY A DISTANCE OF 1404.97 FEET TO  
THE POINT OF BEGINNING;  
THENCE DEPARTING SAID EAST RIGHT OF WAY LINE GO SOUTHEASTERLY ALONG  
THE ARC OF A CURVE BEING CONCAVE TO THE NORTHEAST HAVING A RADIUS OF  
25.00 FEET, A DELTA ANGLE OF 90 DEGREES 00 MINUTES 14 SECONDS (CHORD  
= 33.36 FEET, CHORD BEARING = SOUTH 43 DEGREES 54 MINUTES 33 SECONDS  
EAST) A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY;  
THENCE GO SOUTH 88 DEGREES 54 MINUTES 40 SECONDS EAST A DISTANCE OF  
670.50 FEET;  
THENCE GO SOUTH 01 DEGREES 08 MINUTES 21 SECONDS WEST A DISTANCE OF  
50.00 FEET;  
THENCE GO NORTH 88 DEGREES 54 MINUTES 40 SECONDS WEST A DISTANCE OF  
670.50 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE  
SOUTHEAST HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 89 DEGREES  
58 MINUTES 46 SECONDS (CHORD = 35.35 FEET, CHORD BEARING = SOUTH 48  
DEGREES 05 MINUTES 27 SECONDS WEST);  
THENCE GO ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO THE  
SAID EAST RIGHT OF WAY LINE OF EXCALIBUR WAY;  
THENCE GO NORTH 01 DEGREES 08 MINUTES 34 SECONDS EAST ALONG SAID  
EAST RIGHT OF WAY LINE A DISTANCE OF 100.00 FEET TO THE POINT OF  
BEGINNING.  
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION  
30, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA AND  
CONTAINS 6.80 ACRES (29,646.00 SQUARE FEET) MORE OR LESS.

These Parcels being all of that Road Right-of-Way conveyed by Warranty Deed recorded in O.R. Book 2563, Page 1993, and described on Page 1995 thereof.

**EXHIBIT "A" CONTINUED**

**STORM WATER RETENTION AREA**

DESCRIPTION: (AS PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)

PARCEL 6 (RETENTION AREA)

COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STERLING WAY (COUNTY ROAD #281-A), (100' RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF EXCALIBUR WAY (50' RIGHT-OF-WAY);  
THENCE GO SOUTH 01 DEGREES 05 MINUTES 34 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF EXCALIBUR WAY A DISTANCE OF 1809.97 FEET;  
THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE GO SOUTH 88 DEGREES 54 MINUTES 40 SECONDS EAST A DISTANCE OF 1189.84 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 75.00 FEET;  
THENCE GO ALONG THE ARC OF SAID CURVE, A DELTA ANGLE OF 33 DEGREES 06 MINUTES 53 SECONDS (CHORD = 42.75 FEET, CHORD BEARING = NORTH 74 DEGREES 31 MINUTES 54 SECONDS EAST) AN ARC DISTANCE OF 43.35 FEET;  
THENCE DEPARTING SAID CURVE GO SOUTH 01 DEGREES 05 MINUTES 20 SECONDS WEST A DISTANCE OF 152.18 FEET TO THE POINT OF BEGINNING;  
THENCE GO SOUTH 88 DEGREES 54 MINUTES 40 SECONDS EAST A DISTANCE OF 178.75 FEET TO THE WEST LINE OF AVALON-MILTON-INDUSTRIAL PARK A3  
RECORDED IN PLAT BOOK "C" AT PAGE 29 OF THE PUBLIC RECORDS OF SAID SANTA ROSA COUNTY;  
THENCE GO SOUTH 01 DEGREES 36 MINUTES 27 SECONDS WEST ALONG SAID WEST LINE OF AVALON-MILTON-INDUSTRIAL PARK A DISTANCE OF 213.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE CSX RAILROAD (100 FOOT R/W);  
THENCE DEPARTING SAID WEST LINE OF AVALON-MILTON-INDUSTRIAL PARK GO SOUTH 84 DEGREES 55 MINUTES 47 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 117.16 FEET TO THE SOUTH LINE OF SAID SECTION 30;  
THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE GO NORTH 82 DEGREES 24 MINUTES 34 SECONDS WEST ALONG SAID SOUTH LINE OF SECTION 30 A DISTANCE OF 72.12 FEET;  
THENCE DEPARTING SAID SOUTH LINE OF SECTION 30 GO NORTH 01 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF 257.15 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 30, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 1.0 ACRES MORE OR LESS.

Being all of that Storm Water Retention area conveyed by Warranty Deed recorded in O.R. Book 2563, Page 1993, and described on Page 1996 thereof.

**RETENTION AREA**

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 82 DEGREES 23 MINUTES 43 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 30 A DISTANCE OF 1260.32 TO THE POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 82 DEGREES 23 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 800.00 FEET; THENCE GO NORTH 01 DEGREES 05 MINUTES 25 SECONDS EAST A DISTANCE OF 219.82 FEET; THENCE GO NORTH 88 DEGREES 50 MINUTES 10 SECONDS WEST A DISTANCE OF 794.84 FEET; THENCE GO SOUTH 01 DEGREES 05 MINUTES 25 SECONDS WEST A DISTANCE OF 130.04 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 3.19 ACRES, MORE OR LESS.

Being all of the Retention Area conveyed by Corrective Warranty Deed recorded in O.R. Book 1725, Page 1792 (and any deeds corrected thereby) and described on Page 1793 thereof.

PREPARED BY:  
T. A. Borowski, Jr.  
4300 Bayou Boulevard, Suite 14  
Pensacola, Florida 32503  
Parcel Identification Number: 30-1N-28-0000-00203-0000

## QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA**, whose principal address is 5086 Canal Street, Milton, FL 32570-6706 (the "Grantor"), for and in consideration of Ten Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, does remise, release, convey and quit claim unto **CAMBRIA SUBDIVISION DEVELOPERS, LLC**, whose principal address is 25 West Cedar Street, Suite 102, Pensacola, FL 32502 (the "Grantee"), its successors and assigns, forever, the following described real property, situate, lying and being in the County of Santa Rosa, State of Florida, to-wit:

### SEE ATTACHED EXHIBIT "A"

Grantor, warrants and represents that the foregoing property does not constitute homestead property for any purpose under Florida law or the Florida constitution. Otherwise, this quit claim deed is made by Grantor without representation or warranty of any kind, express or implied.

To have and to hold unto the said Grantee, its successors and assigns, forever.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, Grantor has set its hand and seal hereto on this \_\_\_\_ day of January, 2019.

Signed, sealed and delivered  
in the presence of:

THE SCHOOL BOARD OF  
SANTA ROSA COUNTY, FLORIDA

Witness Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its \_\_\_\_\_

Witness Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January, 2019, by \_\_\_\_\_ who is the \_\_\_\_\_ of The School Board of Santa Rosa County, Florida, and who personally appeared before me and who [ ] is personally known to me or [ ] produced as identification.

\_\_\_\_\_  
NOTARY PUBLIC

## Exhibit "A"

DESCRIPTION: (AS PREPARED BY UNDERSIGNED AT CLIENTS REQUEST)  
PARCEL 5 (20 FOOT ACCESS EASEMENT)  
COMMENCE AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF  
STERLING WAY (COUNTY ROAD #281-A), (100' RIGHT-OF-WAY) AND THE EAST  
RIGHT-OF-WAY LINE OF EXCALIBER WAY (50' RIGHT-OF-WAY);  
THENCE GO SOUTH 01 DEGREES 05 MINUTES 34 SECONDS WEST ALONG SAID  
EAST RIGHT-OF-WAY LINE OF EXCALIBER WAY A DISTANCE OF 1809.97 FEET;  
THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE GO SOUTH 88 DEGREES 54  
MINUTES 40 SECONDS EAST A DISTANCE OF 1169.84 FEET TO THE POINT OF  
CURVATURE OF A CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS  
OF 75.00 FEET;  
THENCE GO ALONG THE ARC OF SAID CURVE, A DELTA ANGLE OF 33 DEGREES  
06 MINUTES 53 SECONDS (CHORD = 42.75 FEET, CHORD BEARING = NORTH 74  
DEGREES 31 MINUTES 54 SECONDS EAST) AN ARC DISTANCE OF 43.35 FEET TO  
THE POINT OF BEGINNING;  
THENCE CONTINUE ALONG THE ARC OF SAID CURVE, A DELTA ANGLE OF 21  
DEGREES 16 MINUTES 26 SECONDS (CHORD = 27.69 FEET, CHORD BEARING =  
NORTH 47 DEGREES 20 MINUTES 14 SECONDS EAST) AN ARC DISTANCE OF 27.85  
FEET;  
THENCE DEPARTING SAID CURVE GO SOUTH 01 DEGREES 05 MINUTES 20  
SECONDS WEST A DISTANCE OF 171.33 FEET;  
THENCE GO NORTH 88 DEGREES 54 MINUTES 40 SECONDS WEST A DISTANCE OF  
20.00 FEET;  
THENCE GO NORTH 01 DEGREES 05 MINUTES 20 SECONDS EAST A DISTANCE OF  
152.18 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF  
LAND LYING AND BEING IN SECTION 30, TOWNSHIP 1 NORTH, RANGE 28 WEST,  
SANTA ROSA COUNTY, FLORIDA AND CONTAINS 0.07 ACRES MORE OR LESS  
(3,229.00 SQUARE FEET).



Green Energy Contracting, LLC.  
1305 Highway 90 West  
Holt, FL 32564  
PH: (850) 537-4043

**Proposal Information:**

Cambria Subdivision Developers, LLC.  
34851 Emerald Coast Parkway, Suite 150  
Destin, FL 32541

**Property Location:**

Excalibur Way

Green Energy Contracting, LLC. offers to furnish and install all labor, material, and equipment required for the performance of the following described work in connection with the above referenced project at the prices indicated:

Description:	Quantity:	Unit:	Price	Totals	School Board Contribution
Demo Concrete Spillway	291	SF	\$3.00	\$873.00	100% (\$873)
Demo Fence	215	LF	\$1.00	\$215.00	100% (\$215)
15' Wide Concrete Overflow Weir	75	CY	\$238.62	\$17,896.50	50% (\$8,948.25)
Rip Rap w/ Filter Fabric	40	TNS	\$81.87	\$3,274.80	100% (\$3,274.80)
Misc. Grading to Repair Slopes	1	LS	\$3,800.00	\$3,800.00	100% (\$3,800.00)
Overseed with Bahia	1	AC	\$800.00	\$800.00	100% (\$800.00)
Layout & Testing	1	LS	1,500.00	\$1,500.00	100% (\$1,500.00)
Fence Repairs	1	LS	\$3,500.00	\$3,500.00	100% (\$3,500.00)
Dewatering as Req'd	1	LS	\$1,500.00	\$1,500.00	100% (\$1,500.00)
Adjust Skimmer / Modify Inlet Structure / Replace Grate	2	EA	\$1,200.00	\$2,400.00	30% (\$720.00)
<b>Total</b>				<b>\$35,759.30</b>	<b>\$25,131.05</b>

**Notes:**

1. This proposal is valid for 30 calendar days from date submitted, but may be accepted at any later date at the sole option of Green Energy Contracting, LLC.
2. Pricing subject to acceptable terms & conditions.

Greg Bondurant  
Project Manager  
Green Energy Contracting, LLC.  
Cell: 850-305-7346  
Email: [gregb@gecontracting.net](mailto:gregb@gecontracting.net)  
Date Submitted: January 16, 2019