

IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA.

FLORIDA WILDLIFE FEDERATION,
INC., ANNE SCHULTZ, WALTER W. SCHULTZ,
SUSAN PALADINI, BRUCE PALADINI, and
RONALD VAUGHAN,

Plaintiffs,

vs.

Case No. 98-3055

THE BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND,

Defendant,

WALTON COUNTY,

Intervenor/Defendant.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made this 25th day of May, 1999, by
and between Florida Wildlife Federation, Anne Schultz, Walter Schultz, Susan Paladini, Bruce
Paladini, and Ronald Vaughan (hereinafter collectively referred to as the "Plaintiffs"); and the
Board of Trustees of the Internal Improvement Trust Fund (hereinafter "Board of Trustees") and
County of Walton, Florida (hereinafter "Walton County") (hereinafter collectively referred to as
the "Defendants").

WITNESSETH

WHEREAS, on June 2, 1998, Plaintiffs filed suit against the Board of Trustees
challenging the constitutionality of Chapter 98-336, which directed the Board of Trustees to
convey those lands identified as the New Town, consistent with the Walton County
Comprehensive Plan; and

WHEREAS, on August 28, 1998, the court entered an order allowing Walton County to intervene as Defendants; and

WHEREAS, on December 14, 1998, the court entered final summary judgment in favor of Defendants upholding the constitutionality of Chapter 98-336; and

WHEREAS, on December 17, 1998, the Plaintiffs filed an appeal to the order of final summary judgment sustaining the constitutionality of Chapter 98-336; and

WHEREAS, the parties now wish to resolve all present issues pending before the court on appeal and related matters regarding the transfer, development and management of this property by Walton County and the State of Florida; and

WHEREAS, Chapter 98-336, Section 15 directed the Board of Trustees to convey lands in Walton County specifically identified as the New Town consistent with the South Walton New Town Master Plan of Development which would have required conveyance from the Board of Trustees to Walton County of approximately 420 acres (See Exhibit A), for the development of multiple housing, commercial developments, and education and government centers; and

WHEREAS, the land designated as the site for the South Walton New Town Master Plan of Development referenced above included an estimated 250 acres of jurisdictional wetlands; and

WHEREAS, there are environmental concerns and impacts to developing the sensitive wetlands of the 420 acre site originally designated as the South Walton New Town; and

WHEREAS, the aggregate effect of the housing element and commercial activities proposed for development in the South Walton New Town posed the greatest concerns; and

WHEREAS, the development plan of the South Walton New Town should be modified and reduced as reflected in Exhibit B to request the transfer of the 114 acres described in Exhibit

C from the Board of Trustees to Walton County for development as the South Walton New Town Center for educational, governmental and civic uses; and

WHEREAS, Walton County believes the master plan for the South Walton New Town Center as modified herein in Exhibit B is in accordance with the intent of Chapter 98-336, Section 15; and,

WHEREAS, all parties agree to renew their commitment to the management and acquisition of the Point Washington Forest.

NOW THEREFORE, THE PARTIES AGREE TO SETTLE THE ABOVE STYLED CASE ON THE FOLLOWING TERMS:

- 1) Walton County shall seek to amend the Walton County Comprehensive Plan consistent with the conceptual master plan earlier identified as Exhibit B;
- 2) Walton County agrees to purchase from the Board of Trustees and the Board of Trustees agrees to sell to Walton County, the 114 acres described in Exhibit C for the establishment of the South Walton New Town Center;
- 3) Walton County agrees that the development and operation of the facilities of the said 114 acre tract will be in substantial conformance with the conceptual master plan attached as Exhibit B. All details, drawings, specifications and descriptions shown on that plan are incorporated herein. In particular, the approximately 36 acres of wetlands shall remain undisturbed except for bridges over them as shown on Exhibit B;
- 4) No commercial activity shall be allowed within the boundaries of the properties described in Exhibits B and C. "Commercial activity" shall mean engagement in the sale of retail or wholesale goods and services other than support services and sale of goods necessary or appropriate to support and make more convenient the governmental activities contemplated by

the uses indicated on the plan attached as Exhibit B. Such allowable uses shall include but not be limited to concessions to be sold at athletic activities, vending machines, snack bars, school cafeterias, and other similar provision of goods and services;

5) The connecting road on the north side of the government complex shown on Exhibit B will be located as far northward as possible (i.e., without filling wetlands) in the area of the intersection of that road and J.D. Miller Road, which location is depicted on Exhibit B. The intersection of said connecting road shall have a three way stop. This road shall be a slow speed corridor with a speed limit not to exceed 25 miles per hour and with speed limiting devices installed and maintained as needed.

6) Walton County agrees that its storm water management plan for the 114 acre site will be state of the art, and in substantial conformance with the specifications set forth on Exhibit B.

7) The parties to this Agreement agree that the 306 acre parcel described in Exhibit D, which is the portion of the original 420 acre parcel remaining after conveyance of the 114 acres requested for the South Walton New Town Center, has high ecological and natural resource based recreational value and shall remain public land as part of the Point Washington State Forest or its successor conservation management agency, which may include Walton County provided Walton County is prepared to manage the property as conservation land which may require vegetation management.

8) Walton County agrees to forego leasing, purchasing, or otherwise obtaining title to the 306 acre parcel described in Exhibit D. Nothing in this paragraph shall preclude, or be construed as precluding, Walton County from serving as the conservation management agency for any or all of the 306 acre parcel described in Exhibit D.

9) The parties to this Agreement agree that the 140 acre tract described in Exhibit E has high ecological and natural resource based recreational value and shall remain public land as part of the Point Washington State Forest or its successor conservation management agency.

10) The parties recommend that the Division of State Lands within the Department of Environmental Protection complete acquisition of the South Walton County Ecosystem CARL project as rapidly as possible. Furthermore, Walton County commits to support acquisition of all remaining land within the South Walton County Ecosystem CARL project boundary for purposes of conserving it as part of the Point Washington State Forest.

11) All parties to this Agreement shall refrain from interfering in any manner, directly or indirectly, with efforts to complete the South Walton New Town Center site as shown in Exhibit B. So long as the provisions and intent of this Agreement are adhered to and complied with, no party to this Agreement shall criticize or attack, directly or indirectly, the efforts to complete the South Walton New Town Center.

12) Upon execution of this Settlement Agreement by the Plaintiffs and the Defendants, the Plaintiffs agree to dismiss the pending appeal in the above-styled case, and to submit this Settlement Agreement to the Circuit Court for inclusion in an amended judgment.

13) In the event of a disagreement between the parties concerning compliance with this Settlement Agreement, the dissatisfied party shall provide the other parties with written notice of the dispute and a request for negotiations. The parties agree to attempt to resolve any dispute relating to a term or condition of this Settlement Agreement through mediation, prior to seeking assistance of the court. This agreement is enforceable in any court of competent jurisdiction.

14) The parties request the Court reserve jurisdiction to enforce the provisions and intent of this Agreement. The parties further agree that injunctive relief shall be an appropriate remedy for violations of this Agreement.

15) This Settlement Agreement represents a full settlement of all claims of all parties, and the parties, mutually release each other from all claims whatsoever arising from any part of this controversy, specifically including all claims arising from those certain cases styled Florida Wildlife Federation, Inc., Anne Schultz, Walter Schultz, Susan Paladini, Bruce Paladini and Ronald Vaughan v. the Board of Trustees of the Internal Improvement Trust Fund, and Walton County, Case No. 98-4719, First District Court of Appeal; Florida Wildlife Federation, Inc., Anne Schultz, Walter Schultz, Susan Paladini, Bruce Paladini and Ronald Vaughan v. the Board of Trustees of the Internal Improvement Trust Fund, and Walton County, Case No. 98-3055, Second Judicial Circuit in and for Leon County; and, Florida Wildlife Federation, Inc., and Florida Audubon Society, Inc., v. Board of Trustees of the Internal Improvement Trust Fund and Walton County, Case No. 97-4203, Division of Administrative Hearings. Each party will bear its own costs and attorney's fees in each of the aforestyled actions.

16) This Settlement Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

17) All parties hereto understand and agree that this Agreement is subject to approval by the Governor and members of the Cabinet of the State of Florida constituting the Board of Trustees, which approval shall be signified by affirmative action of the Board of Trustees at their meeting at which this Agreement is presented for approval.

IN WITNESS WHEREOF, the parties do hereby execute this Settlement Agreement as of the day and year hereafter set forth, to become effective upon approval of the Board of Trustees.

FLORIDA WILDLIFE FEDERATION,
a Florida non-profit corporation

By: Manley K. Fuller, III
MANLEY K. FULLER
PRESIDENT

Date: April 30, 1999

By: Walter W. Schultz
WALTER W. SCHULTZ

Date: MAY 5, 1999

By: Anne Schultz
ANNE SCHULTZ

Date: MAY 5, 1999

By: Bruce Paladini
BRUCE PALADINI

Date: MAY 3, 1999

By: Susan Paladini
SUSAN PALADINI

Date: May 6th 1999

By: Ronald Vaughan
RONALD VAUGHAN

Date: May 4, 1999

EARTHJUSTICE LEGAL DEFENSE FUND

By: David Guest
David Guest

Post Office Box 1329

Tallahassee, Florida 32302-1329

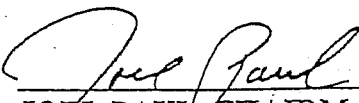
(850) 681-0031

Fla. Bar No. 0267228

Date: 5/10/99

Attorney for Florida Wildlife Federation, Inc., Anne Schultz,
Walter W. Schultz, Susan Paladini, Bruce Paladini, and
Ronald Vaughan

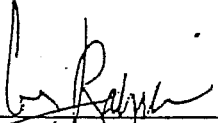
BOARD OF COUNTY
COMMISSIONERS
WALTON COUNTY, FLORIDA

By: 
JOEL PAUL, CHAIRMAN

Date: 5-11-99

As authorized for execution by the Board of
County Commissioners at their
5-11-99 1999, regular meeting.

GEORGE RALPH MILLER

By: 
George Ralph Miller
Attorney at Law
562 Highway 90 East
Post Office Box 687
DeFuniak Springs, Florida 32435
(850)892-5153
Florida Bar No.: 105201

Date: 5-11-99

Attorney for Walton County, Florida

FLWILD.SA3 (N:llg)

Tracy 488 - 2291
Peters.

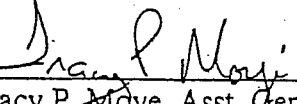
BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST
FUND

By: 
DAVID B. STRUHS, SECRETARY
Florida Department of Environmental
Protection, for and on behalf of the Board
of Trustees of the Internal Improvement
Trust Fund of the State of Florida

Date: 6-4-99

As adopted and approved by the Board of
Trustees of the Internal Improvement Trust
Fund at their May 25, 1999, regular
meeting.

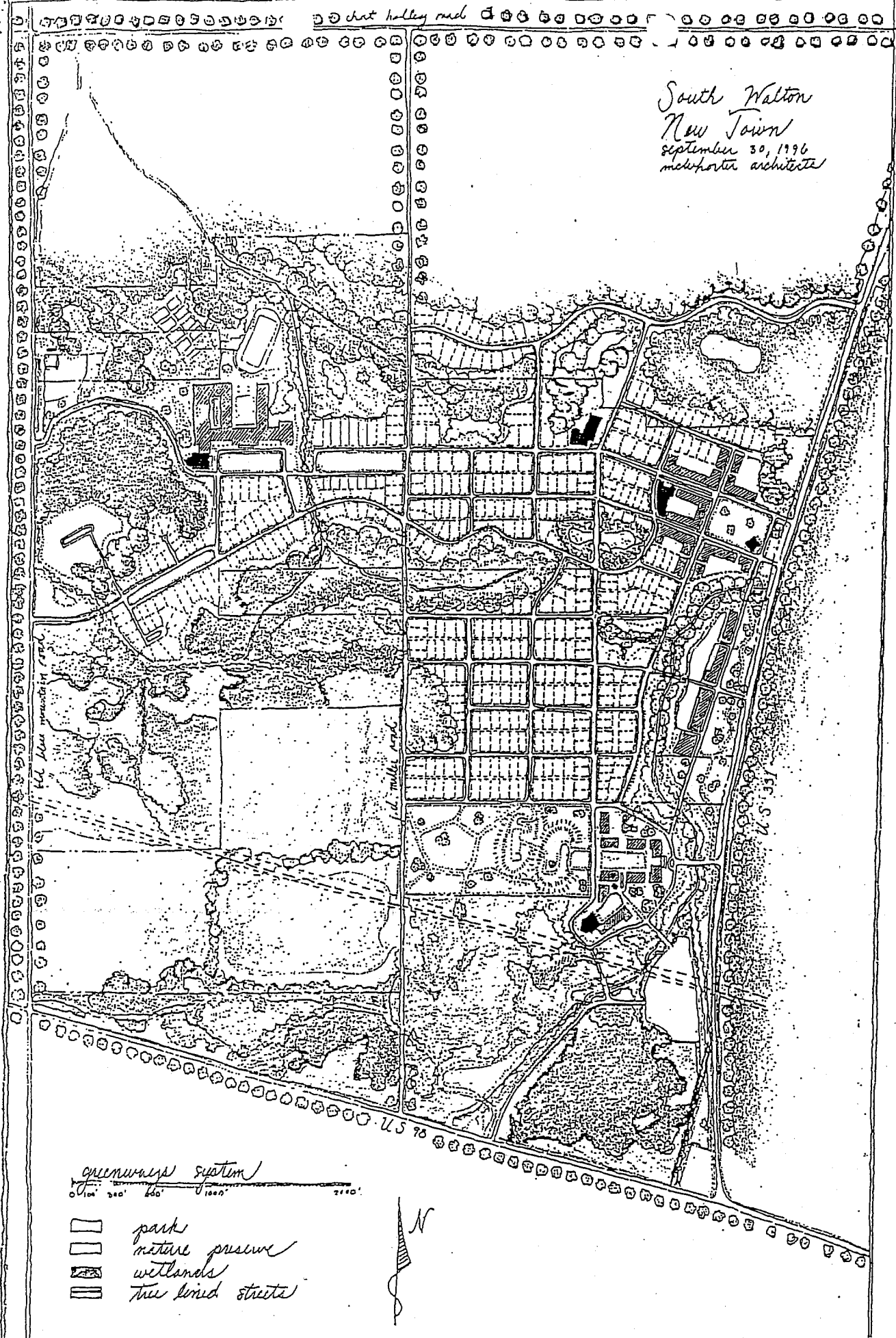
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

By: 
Tracy P. Moye, Asst. General Counsel
Department of Environmental Protection
3900 Commonwealth Blvd. - MS 35
(850) 488-9314 32399-3000
Fla. Bar No. 782361
Veronica - John Costigan
Florida Waters

Date: 6-3-99

Attorney for the Board of Trustees of the
Internal Improvement Trust Fund

South Walton
New Town
september 30, 1996
melchiorri architects



greenways system
0 100' 200' 400' 1000' 2000'

- park
- nature preserve
- wetlands
- tree lined streets



EMERALD COAST ASSOCIATES, INC.
LAND SURVEYORS

12605 EMERALD COAST PARKWAY WEST, SUITE 1
Destin, FL 32541

DATE:

03/23/99 (M:\Legal\96-295_74 Acre Legal.doc)

PROJECT:

96-295, A Portion of Sections 29 and 30,
Township 2 South, Range 19 West, Walton
County, Florida.

DESCRIPTION TITLE:

73.64 acre parcel at New Town Center

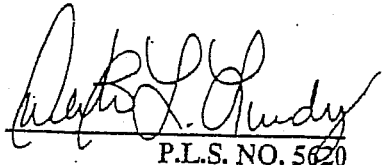
FOR:

Walton County Commission

REQUESTED BY:

Van Ness Butler

WRITTEN BY: Dexter L. Lundy

APPROVED BY: 

Dexter L. Lundy,

P.L.S. NO. 5620

DESCRIPTION:

(AS WRITTEN)

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 19 WEST, AND A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 19 WEST, AND A PORTION OF LOTS 9 THROUGH 15, INCLUSIVE, AND LOT 24, IN SECTION 30, ACCORDING TO THE MAP OF SANTA ROSA PLANTATION AS FILED IN PLAT BOOK 2, PAGE 4 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 9, SECTION 30, TOWNSHIP 2 SOUTH, RANGE 19 WEST, WALTON COUNTY, FLORIDA, ACCORDING TO THE MAP OF SANTA ROSA PLANTATION AS FILED IN PLAT BOOK 2, PAGE 4 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, THENCE PROCEED NORTH 89 DEGREES 56 MINUTES 07 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 94.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 56 MINUTES 07 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 921.91 FEET; THENCE, DEPARTING SAID NORTH LINE, PROCEED NORTH 00 DEGREES 47 MINUTES 02 SECONDS EAST, A DISTANCE OF 132.00 FEET; THENCE PROCEED NORTH 89 DEGREES 56 MINUTES 07 SECONDS WEST, A DISTANCE OF 300.00 FEET; THENCE PROCEED SOUTH 00 DEGREES 47 MINUTES 02 SECONDS WEST, A DISTANCE OF 132.00 FEET TO THE NORTHEAST CORNER OF LOT 24 OF SAID SECTION 30; THENCE PROCEED NORTH 89 DEGREES 56 MINUTES 07 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 1316.12 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE PROCEED SOUTH 00 DEGREES 15 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 24, A DISTANCE OF 330.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE PROCEED SOUTH 89 DEGREES 54 MINUTES 39 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 1313.18 FEET TO THE NORTHWEST CORNER OF LOT 10 OF SAID SECTION 30; THENCE PROCEED SOUTH 00 DEGREES 45 MINUTES 32 SECONDS WEST, ALONG THE WEST LINE OF LOTS 10 THROUGH 15 OF SAID SECTION 30, A DISTANCE OF 1986.94 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15; THENCE PROCEED SOUTH 89 DEGREES 45 MINUTES 41 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 15 A DISTANCE OF 943.95 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 331, SAID POINT LYING IN A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11509.19 FEET; THENCE PROCEED ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) CALLS: (1) ALONG THE ARC OF AFORESAID CURVE, THROUGH A CENTRAL ANGLE OF 05 DEGREES 19 MINUTES 28 SECONDS, AN ARC DISTANCE OF 1069.53 FEET, (CHORD BEARING AND DISTANCE = NORTH 11

DEGREES 22 MINUTES 58 SECONDS EAST, A DISTANCE OF 1069.14 FEET); (2) NORTH 75 DEGREES 57 MINUTES 18 SECONDS WEST, A DISTANCE OF 25.00 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11534.19 FEET; (3) ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01 DEGREES 30 MINUTES 00 SECONDS, AN ARC DISTANCE OF 301.96 FEET, (CHORD BEARING AND DISTANCE = NORTH 14 DEGREES 47 MINUTES 42 SECONDS EAST, A DISTANCE OF 301.95 FEET); (4) THENCE PROCEED SOUTH 74 DEGREES 27 MINUTES 18 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11509.19 FEET; (5) ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 47 MINUTES 12 SECONDS, AN ARC DISTANCE OF 961.51 FEET, (CHORD BEARING AND DISTANCE = NORTH 17 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 961.23 FEET); THENCE, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, PROCEED NORTH 89 DEGREES 52 MINUTES 16 SECONDS WEST, A DISTANCE OF 182.58 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 30; THENCE PROCEED NORTH 89 DEGREES 56 MINUTES 07 SECONDS WEST, A DISTANCE OF 92.83 FEET; THENCE PROCEED NORTH 00 DEGREES 03 MINUTES 53 SECONDS EAST, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 73.64 ACRES, MORE OR LESS AND BEING SUBJECT TO A 33.00 FOOT WIDE ROADWAY EASEMENT ALONG THE AFOREMENTIONED WESTERLY LINE OF LOT 24.

EMERALD COAST ASSOCIATES, INC.
LAND SURVEYORS

12605 EMERALD COAST PARKWAY WEST, SUITE 1
Destin, FL 32541

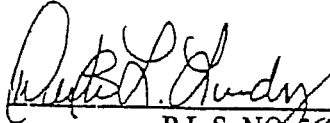
DATE: 03/24/99 (M:\Legal\96-295_40 Acre Legal.doc)

PROJECT: 96-295, A Portion of Section 31,
Township 2 South, Range 19 West,
Walton County, Florida.

DESCRIPTION TITLE: 40.43 acre parcel at New Town Center

FOR: Walton County Commission

REQUESTED BY: Van Ness Butler

WRITTEN BY: Dexter L. Lundy APPROVED BY: 
Dexter L. Lundy, P.L.S. NO. 5620

DESCRIPTION:
(AS WRITTEN)

A PORTION OF LOTS 1 THROUGH 8, INCLUSIVE, AND LOT 30, IN SECTION 31, TOWNSHIP 2 SOUTH, RANGE 19 WEST, ACCORDING TO THE MAP OF SANTA ROSA PLANTATION AS FILED IN PLAT BOOK 2, PAGE 4 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 1, SECTION 31, TOWNSHIP 2 SOUTH, RANGE 19 WEST, WALTON COUNTY, FLORIDA, ACCORDING TO THE MAP OF SANTA ROSA PLANTATION AS FILED IN PLAT BOOK 2, PAGE 4 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, THENCE PROCEED SOUTH 00 DEGREES 17 MINUTES 35 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 1 AND LOT 2, A DISTANCE OF 659.49 FEET TO THE NORTHEAST CORNER OF LOT 30 OF SAID SANTA ROSA PLANTATION; THENCE PROCEED NORTH 89 DEGREES 50 MINUTES 03 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 30, A DISTANCE OF 1295.18 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE PROCEED SOUTH 00 DEGREES 31 MINUTES 03 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 15.74 FEET TO A POINT ON THE NORTHERLY LINE OF A 100.0 FOOT WIDE CHELCO POWER EASEMENT; THENCE, DEPARTING SAID WEST LINE, PROCEED SOUTH 72 DEGREES 04 MINUTES 12 SECONDS EAST, A DISTANCE OF 1675.49 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID CHELCO POWER EASEMENT; THENCE PROCEED SOUTH 07 DEGREES 12 MINUTES 42 SECONDS WEST, A DISTANCE OF 748.63 FEET; THENCE PROCEED SOUTH 46 DEGREES 29 MINUTES 23 SECONDS EAST, A DISTANCE OF 618.39 FEET; THENCE PROCEED SOUTH 74 DEGREES 48 MINUTES 35 SECONDS EAST, A DISTANCE OF 136.56 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 331; THENCE PROCEED NORTH 01 DEGREES 05 MINUTES 29 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 753.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11559.19 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 08 DEGREES 07 MINUTES 01 SECONDS, AN ARC DISTANCE OF 1637.56 FEET, (CHORD BEARING AND DISTANCE = NORTH 02 DEGREES 58 MINUTES 02 SECONDS EAST, A DISTANCE OF 1636.19 FEET) TO A POINT ON THE NORTH LINE OF AFOREMENTIONED LOT 1; THENCE, DEPARTING SAID RIGHT OF WAY LINE, PROCEED NORTH 89 DEGREES 44 MINUTES 10 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 852.08 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 40.48 ACRES, MORE OR LESS AND BEING SUBJECT TO A 33.00 FOOT WIDE ROADWAY EASEMENT ALONG THE AFOREMENTIONED NORTHERLY LINE OF LOT 1 AND ALONG WESTERLY LINE OF LOT 30, AND A 100.0 FOOT WIDE CHELCO POWER EASEMENT.

EMERALD COAST ASSOCIATES, INC.
LAND SURVEYORS

12605 EMERALD COAST PARKWAY WEST, SUITE 1
Destin, FL 32541

DATE:

04/15/99 (M:\Legal\96-295_Remaining.doc)

PROJECT:

96-295, A Portion of Sections 30 and 31,
Township 2 South, Range 19 West, Walton
County, Florida.

DESCRIPTION TITLE:

Remaining Parcel at New Town Center

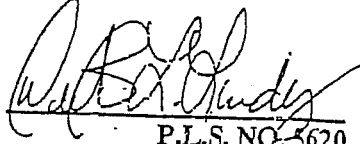
FOR:

Walton County Commission

REQUESTED BY:

Van Ness Butler

WRITTEN BY: Dexter L. Lundy

APPROVED BY: 
Dexter L. Lundy,

P.L.S. NO. 5620

DESCRIPTION:
(AS WRITTEN)

SECTION 30, TOWNSHIP 2 SOUTH, RANGE 19 WEST:

LOT 22, LOTS 37 THROUGH 43, INCLUSIVE; LOTS 45 AND 46; LOTS 49 THROUGH 59, INCLUSIVE,
IN SECTION 30, TOWNSHIP 2 SOUTH, RANGE 19 WEST, ALL ACCORDING TO THE MAP OF SANTA
ROSA PLANTATION AS FILED IN PLAT BOOK 2, PAGE 4 OF THE PUBLIC RECORDS OF WALTON
COUNTY, FLORIDA. CONTAINING 220.76 ACRES, MORE OR LESS.

AND ALSO:

THE SOUTH QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 30, TOWNSHIP 2 SOUTH, RANGE 19 WEST, WALTON COUNTY, FLORIDA.
CONTAINING 10.03 ACRES, MORE OR LESS.

SECTION 31, TOWNSHIP 2 SOUTH, RANGE 19 WEST:

LOTS 27, 28, 37 AND 64 AND A PORTION OF LOTS 4 THROUGH 8, INCLUSIVE, LOTS 25, 26, 29, 30,
38, 39, 59 AND 60 IN SECTION 31, ACCORDING TO THE MAP OF SANTA ROSA PLANTATION AS
FILED IN PLAT BOOK 2, PAGE 4 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 19
WEST, WALTON COUNTY, FLORIDA; THENCE PROCEED SOUTH 00 DEGREES 41 MINUTES 40
SECONDS WEST, A DISTANCE OF 1321.90 FEET TO THE POINT OF BEGINNING; THENCE
CONTINUE SOUTH 00 DEGREES 41 MINUTES 40 SECONDS WEST, A DISTANCE OF 70.04 FEET
TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98; THENCE PROCEED SOUTH 74
DEGREES 48 MINUTES 35 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A
DISTANCE OF 4685.47 FEET; THENCE, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE,
PROCEED NORTH 15 DEGREES 11 MINUTES 25 SECONDS EAST, A DISTANCE OF 276.44 FEET;
THENCE PROCEED NORTH 46 DEGREES 29 MINUTES 23 SECONDS WEST, A DISTANCE OF
618.39 FEET; THENCE PROCEED NORTH 07 DEGREES 12 MINUTES 42 SECONDS EAST, A
DISTANCE OF 748.63 FEET; THENCE PROCEED NORTH 72 DEGREES 04 MINUTES 12 SECONDS
WEST, A DISTANCE OF 1675.49 FEET; THENCE PROCEED SOUTH 00 DEGREES 31 MINUTES 03
SECONDS WEST, A DISTANCE OF 645.97 FEET; THENCE PROCEED SOUTH 89 DEGREES 50
MINUTES 24 SECONDS WEST, A DISTANCE OF 2638.89 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 79.75 ACRES, MORE OR LESS.

A PORTION OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 20 WEST, WALTON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 23, 25, 26, 42, 43, 44, AND 52, SECTION 28, TOWNSHIP 2 SOUTH, RANGE 20 WEST, SANTA ROSA PLANTATION COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 2 AT PAGE 4 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, AND ALSO:

THE EAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, LESS AND EXCEPT THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, OF SAID SECTION 28, TOWNSHIP 2 SOUTH, RANGE 20 WEST, WALTON COUNTY, FLORIDA. SAID PARCEL CONTAINS APPROXIMATELY 140 ACRES MORE OR LESS. SAID PARCEL SUBJECT TO EASEMENTS AND ROAD RIGHT-OF-WAYS.

