

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/04/2023

Contract/Lease Control #: C23-3287-GM

Procurement#: N/A

Contract/Lease Type: CONTRACT - AGREEMENT

Award To/Lessee: CRESTVIEW MOBILE HOME VILLAGE, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/03/2023

Expiration Date: 01/02/2033 W/2 5 YR RENEWALS

Description of: DEVELOPMENT AGREEMENT, CRESTVIEW MOBILE HOME
VILLAGE, LLC

Department: GM

Department Monitor: ELLIOT KAMPERT

Monitor's Telephone #: 850-651-7180

Monitor's FAX # or E-mail: EKAMPERT@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this 3rd day of January 2023, by and between the Okaloosa County Board of County Commissioners (the “County”) and Crestview Mobile Home Village, LLC (the “Developer”) for the purpose of: establishing development rights for certain real property located within 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, 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; and

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

WHEREAS, the Developer owns 576 lots within the 723 lot Magnolia Blossom subdivision as recorded in Plat Book 3 Pages 68, 68A, and 68B which was approved by the Board of County Commissioners in December, 1963, said lots being more particularly described in Exhibit A (the “Property”);

WHEREAS, the Property is designated on the Okaloosa County Comprehensive Plan (Ordinance 90-01, as amended) Future Land Use Map as Agriculture (AG) and is in the Agriculture (AA) zoning district as provided in the Okaloosa County Land Development Code (Ordinance 91-01, as amended); and

WHEREAS, while the density allowed by the Property’s underlying Future Land Use Map and zoning designations is significantly less than the density of the Magnolia Blossom plat, Policy 12.2 of the Comprehensive Plan and the Land Development Code vest each lot within the plat development of one dwelling unit; and

WHEREAS, the Developer intends to develop the Property as a mobile home community

to initially include 576 detached mobile home units as well as a community clubhouse, multiple playgrounds, pool, sports courts, and various amenities as well as infrastructure including central water and sanitary sewer service and a stormwater management system; and

WHEREAS, the County and Developer agree that the provision of private amenities and infrastructure is appropriate and desirable as it reduces strain on public recreational and other facilities; and

WHEREAS, as recorded, the Magnolia Blossom plat does not include or provide space for community amenities or the provision of a stormwater management system, and so it is necessary to re-design the community to accommodate such improvements; and

WHEREAS, the vacation of any part of the Magnolia Blossom plat will reduce the density of the vacated portion to that allowed by the Property's Future Land Use Map and zoning designations; and

WHEREAS, it is the intention of the Developer to develop the Property at the density allowed under the existing plat, but re-designed to accommodate community amenities and infrastructure in accordance with good design principals and consistent with the County's Land Development Code; and

WHEREAS, the Okaloosa County Comprehensive Plan and Land Development Code encourage the use of innovative design techniques to enable the provision of a diverse array of housing types affordable to all income levels; 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 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 December 8, 2022 and January 3, 2023 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 Crestview Mobile Home Village, INC 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 infrastructure and amenities servicing the Project.

2.6 “Owners Association” means the non-profit corporation 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, Magnolia Blossom subdivision, 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 is incorporated herein by reference.

3.2 **Duration of Agreement** -The duration of this Agreement shall be for ten (10) years

commencing with the effective date of this Agreement. This Agreement may be extended by the mutual consent of the parties for two (2) additional five (5) years intervals.

3.3 **Development Uses**

A. The parties do hereby agree that the Developer intends to develop a residential development and all associated infrastructure including but not limited to roadways, water and sewer service, stormwater management systems, and landscaping as well as community amenities including but not limited to a community clubhouse, a pool, playgrounds, and other improvements. Building density shall be limited to the number of lots owned by the Developer for a total number of units for the Project not to exceed 723 units and building height shall not exceed 45 feet.

B. The Project described in section 3.3 A shall initially consist of 576 mobile home, manufactured home, or modular home units; however, it is contemplated that additional lots within the Magnolia Blossom plat will be acquired by the Developer and may be added to the Project over time. The parties agree that incorporation of additional lots will require further analysis that may necessitate traffic or other studies triggering additional improvements or contributions. In no case shall the total number of units allowed in the Project exceed 723 units, which was the number of lots on the original plat, provided Developer acquires all the lots in the original plat. The Project may be developed in phases as specified in a master development order issued pursuant to this Agreement. The addition of any lots over 576 shall require an amendment to this Agreement.

C. Each mobile home site shall be a minimum of 5,000 square feet and provide no less than three off-street parking spaces. Walkways with a minimum width of six feet (6') shall be provided on one side of each street.

D. The parties do hereby agree that the Developer shall not impede access to any lots or parcels within the Magnolia Blossom plat owned by entities other than the Developer, nor shall the Developer hinder any efforts of owners of such lots from developing said lots as may be done in accordance with the County Comprehensive Plan, Land Development Code, and other applicable regulations.

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** – The Developer shall provide solid waste disposal until, and unless, an owners' association is created and control of the association is turned over by the Developer to the association. Solid waste disposal may be provided by the use of designated dumpster locations with scheduled service, or by scheduled can service, or a combination thereof. The Project location is not currently within a franchise area for residential solid waste services in Okaloosa County. However, dumpster service is regulated as a commercial service and the Project solid waste services shall be in compliance with the terms of Okaloosa County's non-exclusive commercial franchise area.

B. Stormwater Management – The Developer shall design and construct or cause to be constructed at its expense, a stormwater management system to serve all parcels within the project boundary. All stormwater management system improvements located within 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 Developer. The County will not be responsible for any construction or maintenance costs associated with the stormwater drainage system within the Project. The project-wide system is intended to provide the primary treatment capacity for all development within the Project.

C. Transportation and Roads -

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 the local roadway network, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. The Developer shall take the following actions and provide improvements required to satisfy all traffic related operational considerations associated with the development, including.

1. To offset the deficiency of trips identified on SR 85 from Antioch Road to I-10 as identified in the Traffic Impact Analysis, the Developer shall pay a road mitigation fee of **\$247,896** to satisfy the traffic concurrency requirements of the Land Development Code .
2. Westbound left turn and eastbound right turn lanes are warranted for construction on US 90 at the project entrance. Both lanes should be designed in accordance with FDOT Design Manual standards. A minimum queue length of 175 feet should be provided for the westbound left turn lane.

D. Parks and Recreational Facilities – The Developer shall provide the following parks and recreational facilities which the parties agree satisfy the concurrency requirements for parks and recreational facilities as provided in Section 6.07 of the Land Development Code:

1. Approximately 22.4 acres as previously dedicated to the County as “Park” area on the recorded plat (Plat Book 3, Pages 68-68B, Official Records of Okaloosa County, Florida).

E. Potable Water & Sanitary Sewer- Potable water and sanitary sewer will be provided by Okaloosa County Water & Sewer (OCWS) subject to the following conditions and requirements.

1. Offsite water and sewer mains will require an extension from Jericho Road to the Project, approximately 3 miles:

- a. OCWS will fund any upsizing that is requested by OCWS. For example, if an 8” force main is needed just for the Project, and OCWS requests a 12” force main, then the cost difference of the materials to upsize the line would be paid by OCWS.
 - b. The Developer will supply survey of the offsite water and sewer mains.
 - c. OCWS will design and permit the mains.
 - d. The Developer will procure the materials and have them delivered to a staging area on the Property or a mutually agreeable offsite location. At the 90% design stage, OCWS will provide the Developer one or possibly two sets of quantity take-offs to purchase the materials needed (one set with the mains sized just for the Project and, if necessary, another set with the material upsizing, with which to place the order). Before the Developer issues any Purchase Orders to suppliers for materials, the Developer shall provide OCWS with the cost of any applicable material upsizing. OCWS shall then have fifteen (15) days to issue a Notice to Proceed (via email), request additional information, or make alternative decisions that could result in re-design. Upon all materials being delivered to the agreed-upon site, the Developer shall send OCWS an invoice for the material upsizing, if necessary. OCWS shall pay the Developer within sixty (60) days of receiving the invoice.
 - e. OCWS will install the offsite water and sewer mains. At the 90% design stage, OCWS will provide a cost estimate of the labor and equipment costs for OCWS to perform such work utilizing OCWS resources. Within sixty (60) days of final completion of the construction, OCWS will send the Developer an invoice for the actual labor and equipment costs incurred by OCWS. Final completion is defined as state clearance issued on both the water and sewer mains. Developer shall pay OCWS within sixty (60) days of receiving the invoice from OCWS.
2. Onsite water and sewer infrastructure:
- a. All onsite water and sewer infrastructure, including mains, services, and lift stations, will be designed and constructed by the Developer. For the portions in the public rights-of-way and easements, to be owned and maintained by OCWS, the infrastructure shall be designed and constructed to OCWS standard specifications and be inspected by OCWS.
 - b. Regarding lots not currently owned by Developer (approximately 123 lots), OCWS will require water and sewer services to be designed and installed under paved roads. OCWS will pay the Developer for this infrastructure that is for future customers. Within fifteen (15) days of the Developer entering a contract with a site contractor, the Developer shall supply OCWS with a copy of such contract, showing pertinent unit pricing related to water and sewer services. The unit pricing that OCWS pays the Developer for the lots not owned by the Developer shall be the exact same unit pricing that the Developer pays the site contractor for

the lots owned by the Developer. Upon final completion of the construction of the onsite water and sewer infrastructure, the Developer shall send OCWS an invoice for the water and sewer services for lots not owned by the Developer that were installed. Final completion is defined as state clearance issued on the new water and sewer systems and acceptance by OCWS. OCWS shall pay the Developer within sixty (60) days of receiving the invoice from the Developer. If a phased approach is taken by the Developer, the above-mentioned process will apply per phase.

- c. For any lots with a proposed low pressure sewer system and/or individual grinder stations, the Developer will be required to setup a central management entity (such as a Homeowners Association). OCWS will not own, operate, or maintain private grinder stations or plumbing.
3. All lift stations onsite will be required to have generators provided by the Developer. As each lift station is built, the Developer will also be required to pay the telemetry fee to OCWS, estimated at approximately \$10,000 per station. OCWS will then install SCADA at each station upon acceptance of the lift station.
 4. Capacity Expansion Charges and any other customer changes or fees will be applied as provided by Appendix A of the Okaloosa County Water & Sewer Ordinance.

3.5 **Concurrency** – Through section 3.4, above, the concurrency requirements for traffic and roads, parks and recreational facilities, stormwater management, potable water service, and sanitary sewer service have been satisfied by the Developer. 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 land 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 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 such 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 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:

Crestview Mobile Home Village, LLC
Neil Boucher
4105 East Highway 390
Panama City, FL 32404

As to the County:

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

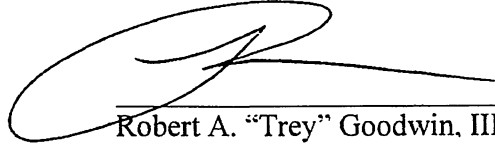
And a copy to:

Lynn M. Hoshihara
County Attorney
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308

(This space intentionally blank)

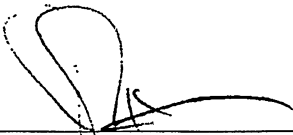
IN WITNESS WHEREOF, the parties have set their hands and seals this 3rd day of January, 2023.

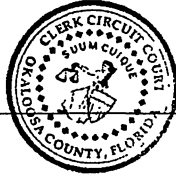
OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS


Robert A. "Trey" Goodwin, III
Chairman

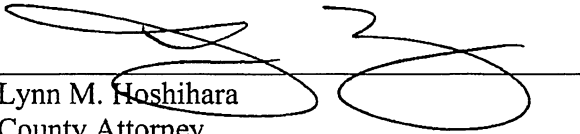


ATTEST:

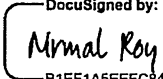

J.D. Peacock II
Clerk of Circuit Court



APPROVED AS TO LEGAL SUFFICIENCY:


Lynn M. Hoshihara
County Attorney

CRESTVIEW MOBILE HOME VILLAGE, LLC

DocuSigned by:

B1EF1A5EEFC848E ..
By: _____

Print Name: Nirmal Roy

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

The Following described Lots in MAGNOLIA BLOSSOM, according to plat thereof on file in Plat Book 3, Pages 68,68A and 68B, Public Records of Okaloosa County, Florida.

Block 1, Lots 1 thru 8, inclusive and Lots 11,12, and 13
Block 2, Lots 1 thru 15, inclusive
Block 3, Lots 1 thru 11, inclusive
Block 4, Lots 1 thru 9, inclusive
Block 5, Lots 3 thru 16, inclusive
Block 6, Lots 1 thru 27, inclusive
Block 7, Lots 1 thru 18, inclusive
Block 8, Lots 1 thru 8, inclusive
Block 9, Lots 1 thru 4, inclusive; Lots 10 thru 16, inclusive and Lots 19 thru 28, inclusive
Block 10, Lots 1 thru 8, inclusive and Lots 13 thru 20, inclusive
Block 11, Lots 1 thru 24, inclusive
Block 12, Lots 1 thru 10, inclusive
Block 13, Lots 1 thru 9, inclusive and Lots 16 thru 22, inclusive
Block 14, Lots 1 thru 23, inclusive
Block 16, Lots 1 thru 5, inclusive and Lots 8 thru 10, inclusive
Block 17, Lots 1 thru 6, inclusive
Block 18, Lots 1 thru 4, inclusive; Lots 5 thru 7, inclusive; Lots 9 thru 13, inclusive and Lots 14 thru 18, inclusive
Block 19, Lots 3 thru 6, inclusive and Lots 10 thru 15, inclusive
Block 20, Lots 5,6 and 8
Block 21, Lots 1 thru 7, inclusive. Lots 11 thru 16, inclusive and Lot 20
Block 23, Lots 1 thru 16, inclusive
Block 24, Lots 1 thru 35, inclusive
Block 25, Lots 1 thru 9, inclusive
Block 27, Lots 1 thru 22, inclusive
Block 28, Lots 1 thru 25, inclusive and Lots 32 and 33
Block 29, Lots 1 and Lots 3 thru 6, inclusive
Block 31, Lots 3 thru 20, inclusive
Block 32, Lots 1 thru 22, inclusive
Block 33, Lots 1 thru 22, inclusive
Block 34, Lots 1 thru 22, inclusive
Block 35, Lots 10 thru 16, inclusive
Block 37, Lots 5 thru 14, inclusive
Block 38, Lots 1 thru 13, inclusive and Lot 16
Block 39, Lots 1 thru 6, inclusive and Lots 11 thru 18, inclusive
Block 40, Lots 1 thru 12, inclusive
Block 42, Lots 5 thru 15, inclusive
Block 43, Lots 4 thru 10, inclusive
Block 45, Lots 1 thru 18, inclusive
Block 46, Lots 1 thru 4, inclusive

Notice of Public Hearing

The Okaloosa County Growth Management Department notice that on Tuesday, January 3, 2023, the Okaloosa County Board of County Commissioners will consider:

AN ORDINANCE OF OKALOOSA COUNTY, FLORIDA, AMENDING APPENDIX A, DEFINITIONS, OF THE OKALOOSA COUNTY LAND DEVELOPMENT CODE, ORDINANCE 91-01 AS AMENDED, TO INCLUDE DEFINITIONS FOR NON-PUBLICLY OWNED TREATMENT WORK(S) OR NON-POTW(S), PUBLICLY OWNED TREATMENT WORK(S) OR POTW(S), AND WASTEWATER TREATMENT FACILITIES, PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS, AND PROVIDING AN EFFECTIVE DATE.

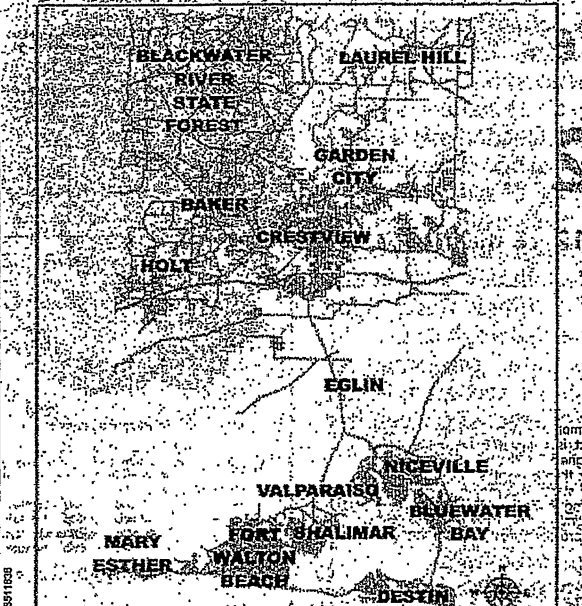
The meeting will be held at 1:30 P.M. or soon thereafter in the Okaloosa County Administrative complex located at 1250 North Eglin Pkwy., Shalimar, FL.

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. Eglin Parkway, Shalimar, Florida 32579. 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. 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.

OKALOOSA COUNTY



is in compliance with applicable provisions of section 103.3220-103.3245, Florida Statutes, and the Okaloosa County Comprehensive Plan.

A. The parties do hereby agree that the Developer intends to develop a residential development and all associated infrastructure including but not limited to roadways, water and sewer service, stormwater management systems, and landscaping as well as community amenities including but not limited to a community clubhouse, a pool, playgrounds, and other improvements. Building density shall be limited to the number of lots owned by the Developer for a total number of units for the Project not to exceed 723 units and building height shall not exceed 45 feet.

B. The Project described in section 3.3 A shall initially consist of 576 mobile home, manufactured home, or modular home units; however, it is contemplated that additional lots within the Magnolia Blossom plat will be acquired by the Developer and may be added to the Project over time. The parties agree that incorporation of additional lots will require further analysis that may necessitate traffic or other studies regarding additional improvements or contributions. In no case shall the total number of units allowed in the Project exceed 723 units, which was the number of lots on the original plat, provided Developer acquires all the lots in the original plat. The Project may be developed in phases as specified in a master development order issued pursuant to this Agreement. The addition of any lots over 576 shall require an amendment to this Agreement.

C. Each mobile home site shall be a minimum of 5,000 square feet and provide no less than three off-street parking spaces. Walkways with a minimum width of six feet (6') shall be provided on one side of each street.

D. The parties do hereby agree that the Developer shall not impede access to any lots or parcels within the Magnolia Blossom plat owned by entities other than the Developer nor shall the Developer hinder any efforts of owners of such lots from developing said lots as may be done in accordance with the County Comprehensive Plan, Land Development Code, and other applicable regulations.

The general location of the property is located on Highway 90 in Okaloosa County, FL.

The meeting will be held at 1:30 P.M. or soon thereafter in the Okaloosa County Courthouse, Commission meeting room, Crestview, FL.

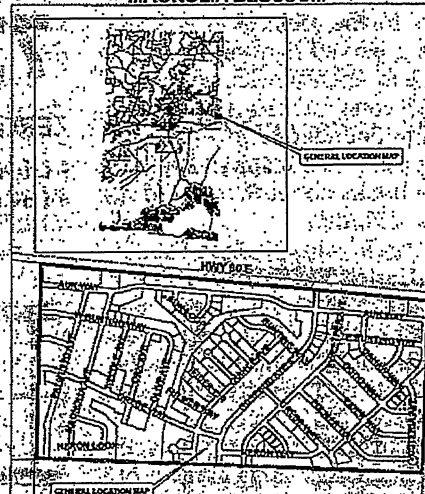
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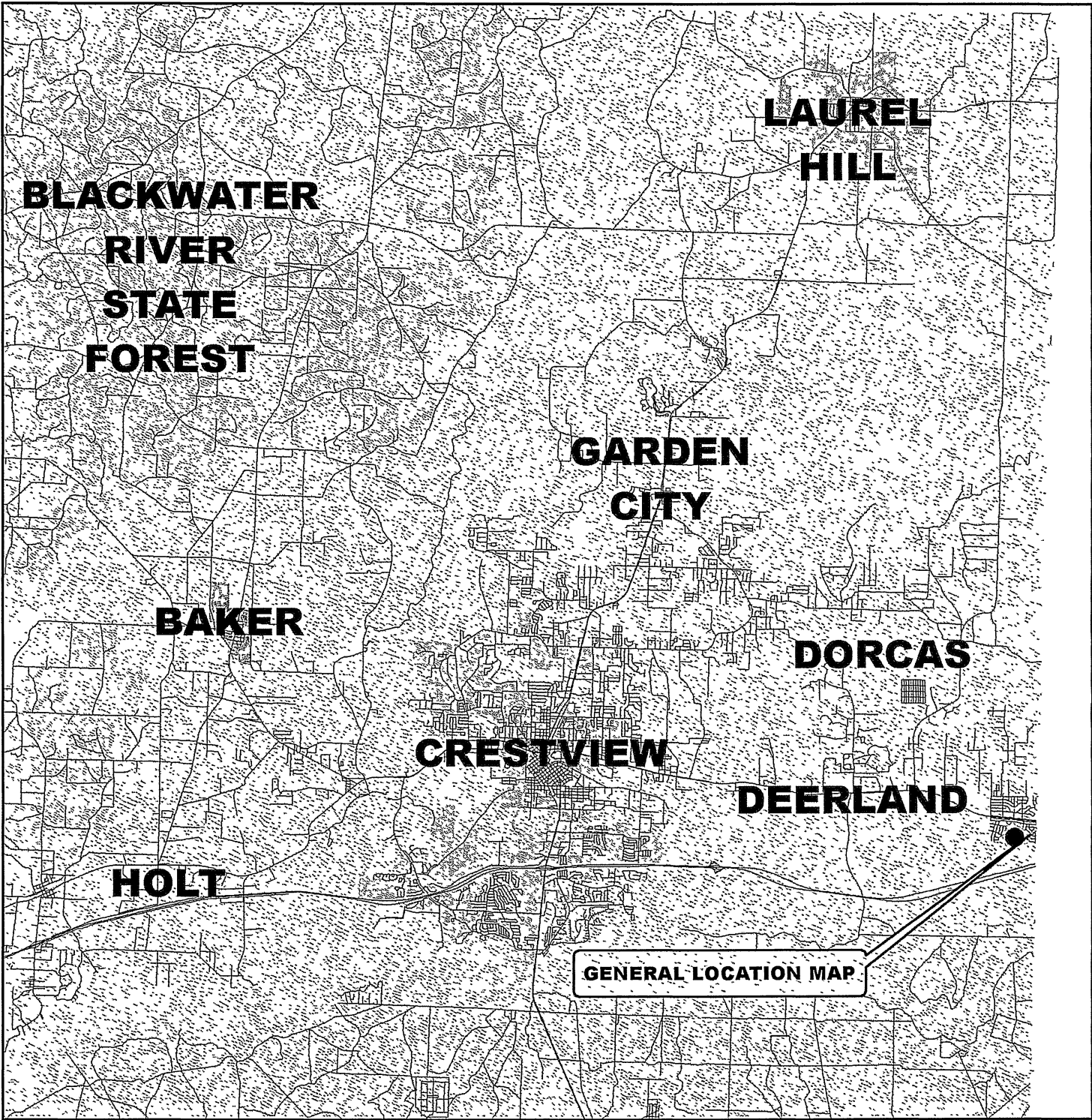
Attachment

MAGNOLIA BLOSSOM



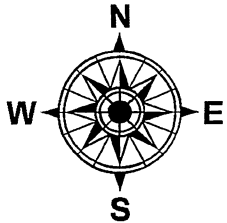
ATTACHMENT - A

576 LOTS OF MAGNOLIA BLOSSOM



Legend

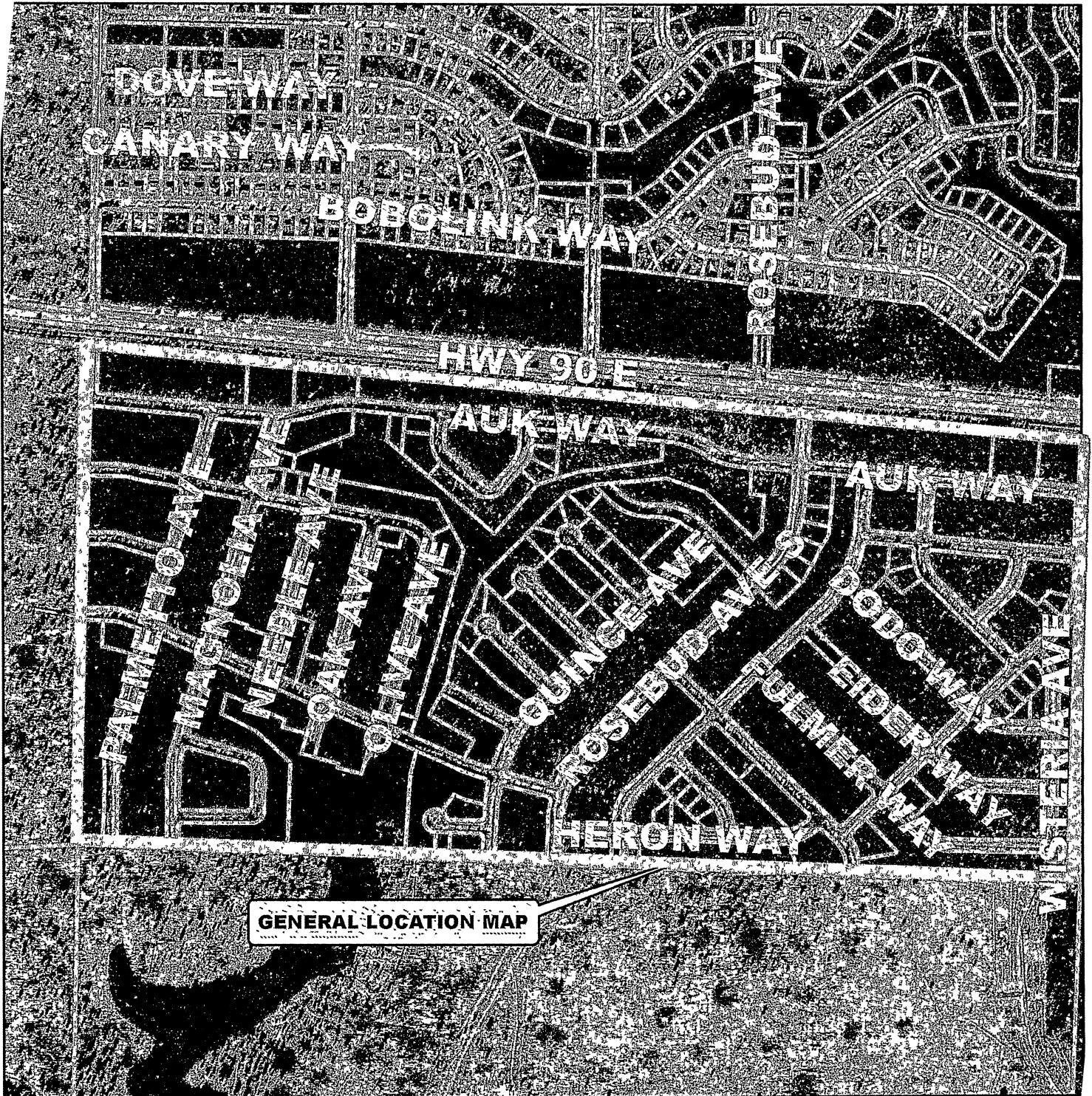
— Roads



Location Map

ATTACHMENT - B

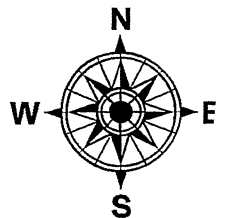
576 LOTS OF MAGNOLIA BLOSSOM



Legend

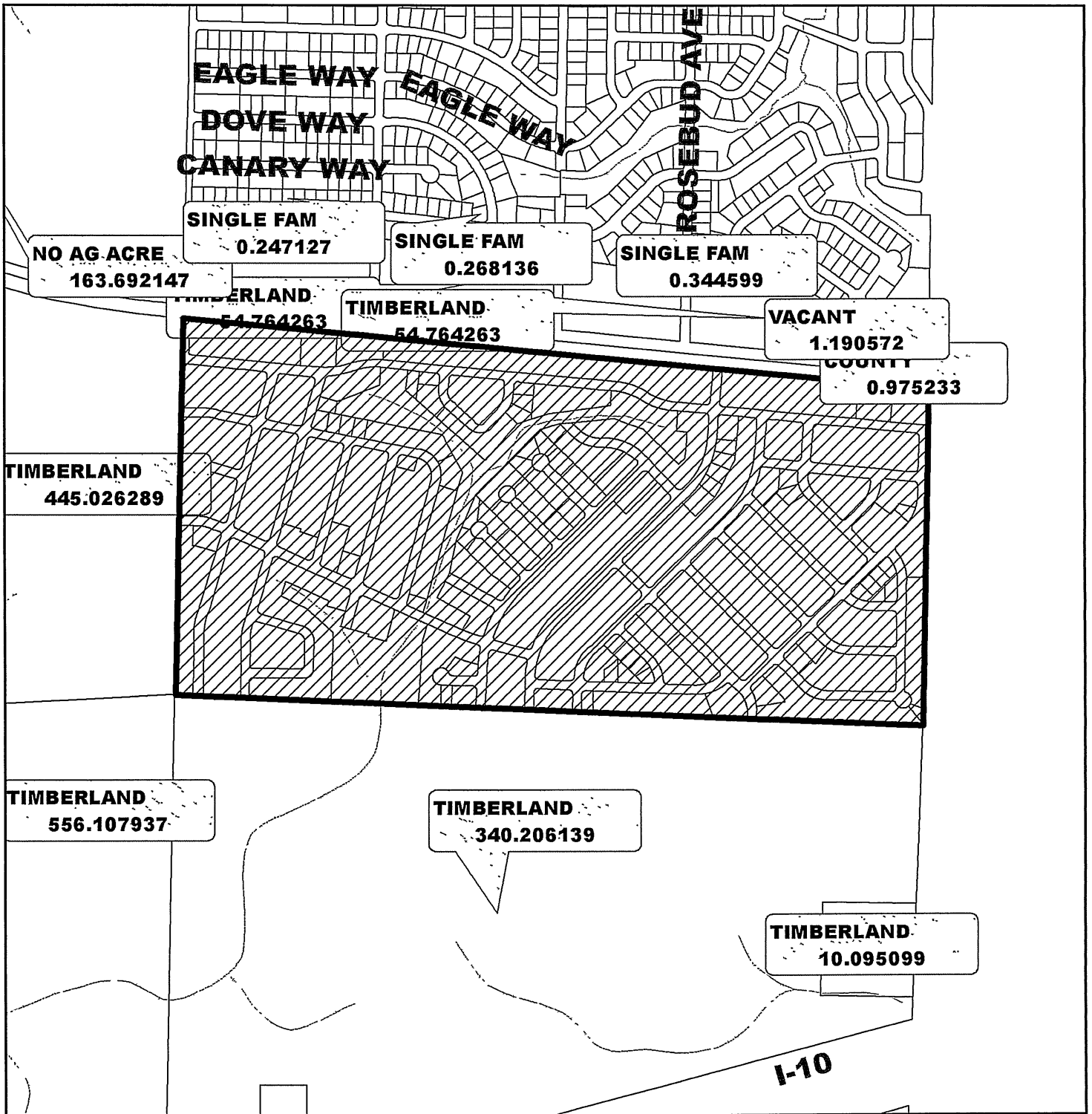
 Parcel Lines

Aerial Photo

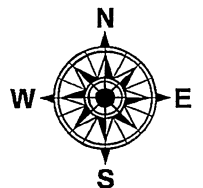


ATTACHMENT - C

576 LOTS OF MAGNOLIA BLOSSOM

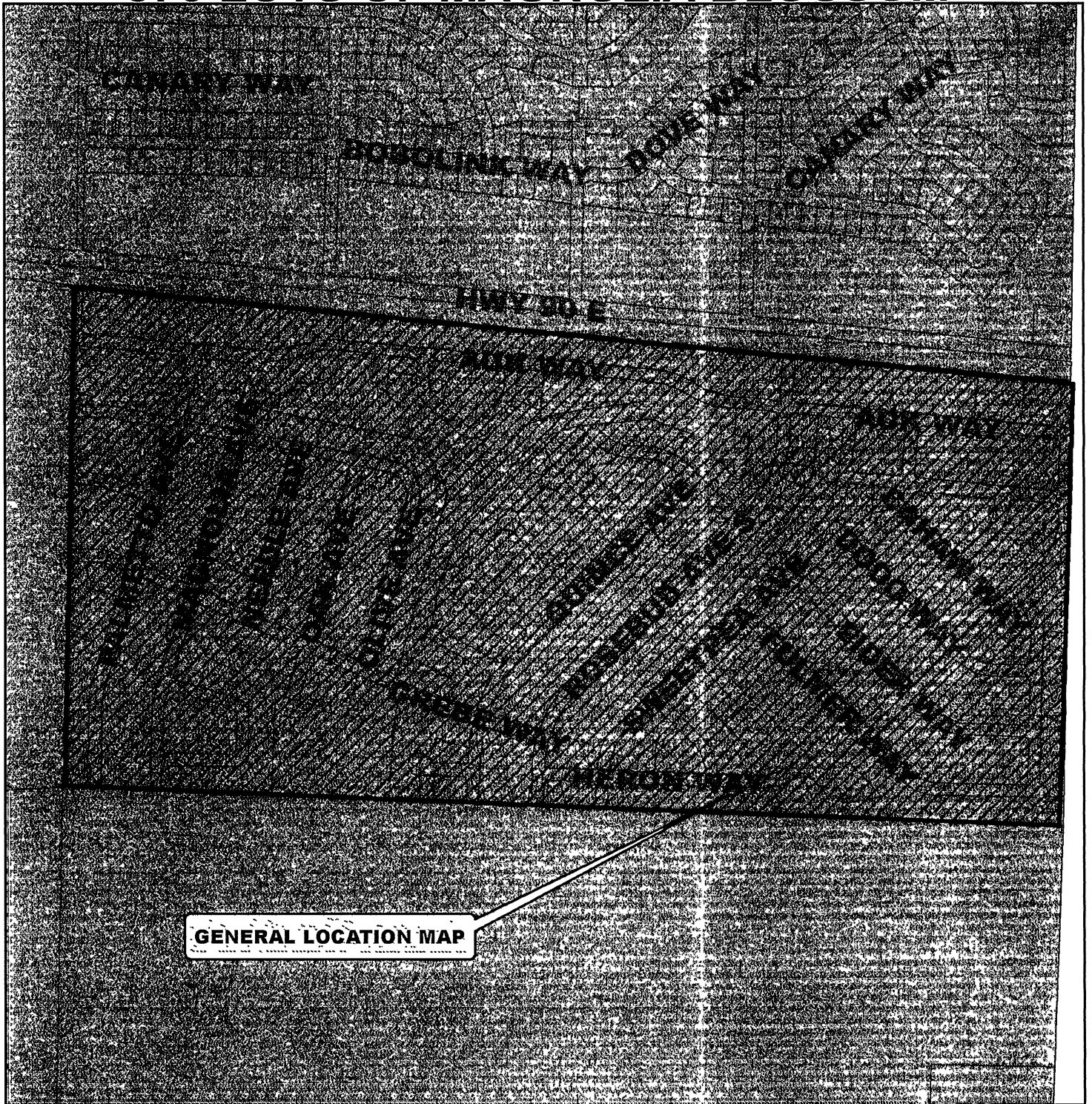


Existing Land Use Map



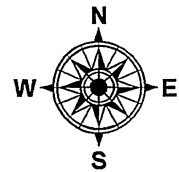
ATTACHMENT - D

576 LOTS OF MAGNOLIA BLOSSOM



FLUM Legend

 AG



ZONE Legend

 AA

FLUM & Zoning Map



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: January 3, 2023
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Elliot Kampert
SUBJECT: Development Agreement, Crestview Mobile Home Village, LLC
DEPARTMENT: Growth Management
BCC DISTRICT: 1

STATEMENT OF ISSUE: Board of County Commissioners to conduct a public hearing pursuant to Chapter 163, Florida Statutes, to consider the adoption of a Development Agreement by and between the Board of County Commissioners and Crestview Mobile Home Village, LLC, for the purpose of establishing development rights for certain real property located within the unincorporated area of Okaloosa County.

STAFF FINDINGS:

- The subject property consists of 576 lots within the 723 lot Magnolia Blossom subdivision as recorded in Plat Book 3 Pages 68, 68A, and 68B which was approved by the Board of County Commissioners in December 1963.
- The property has an **Agriculture (AG)** Future Land Use Map (FLUM) designation and is currently zoned **Agricultural (AA)**.
- Developer intends to develop the Property as a mobile home community to initially include 576 detached mobile home units as well as a community clubhouse, multiple playgrounds, pool, sports courts, and various amenities as well as infrastructure including central water and sanitary sewer service and a stormwater management system.
- The subject property is not within the Urban Development Boundary Area (UDBA).
- The Development Agreement states that the property shall be developed with the following uses ("Proposed Development"), subject to all of the following terms, conditions and requirements:

A. The parties do hereby agree that the Developer intends to develop a residential development and all associated infrastructure including but not limited to roadways, water and sewer service, stormwater management systems, and landscaping as well as community amenities including but not limited to a community clubhouse, a pool, playgrounds, and other improvements. Building density shall be limited to the number of lots owned by the Developer for a total number of units for the Project not to exceed 723 units and building height shall not exceed 45 feet.

B. The Project described in section 3.3 A shall initially consist of 576 mobile home, manufactured home, or modular home units; however, it is contemplated that additional lots within the Magnolia Blossom plat will be acquired by the Developer and may be added to the Project over time. The parties agree that incorporation of additional lots will require further analysis that may necessitate traffic or other studies triggering additional improvements or contributions. In no case shall the total number of units allowed in the Project exceed 723

units, which was the number of lots on the original plat, provided Developer acquires all the lots in the original plat. The Project may be developed in phases as specified in a master development order issued pursuant to this Agreement. The addition of any lots over 576 shall require an amendment to this Agreement.

C. Each mobile home site shall be a minimum of 5,000 square feet and provide no less than three off-street parking spaces. Walkways with a minimum width of six feet (6') shall be provided on one side of each street.

D. The parties do hereby agree that the Developer shall not impede access to any lots or parcels within the Magnolia Blossom plat owned by entities other than the Developer, nor shall the Developer hinder any efforts of owners of such lots from developing said lots as may be done in accordance with the County Comprehensive Plan, Land Development Code, and other applicable regulations.

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 - The Developer shall provide solid waste disposal until, and unless, an owners' association is created and control of the association is turned over by the Developer to the association. Solid waste disposal may be provided by the use of designated dumpster locations with scheduled service, or by scheduled can service, or a combination thereof. The Project location is not currently within a franchise area for residential solid waste services in Okaloosa County. However, dumpster service is regulated as a commercial service and the Project solid waste services shall be in compliance with the terms of Okaloosa County's non-exclusive commercial franchise area.

B. Stormwater Management - The Developer shall design and construct or cause to be constructed at its expense, a stormwater management system to serve all parcels within the project boundary. All stormwater management system improvements located within 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 Developer. The County will not be responsible for any construction or maintenance costs associated with the stormwater drainage system within the Project. The project-wide system is intended to provide the primary treatment capacity for all development within the Project.

C. Transportation and Roads - 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 the local roadway network, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. The Developer shall take the following actions and provide improvements required to satisfy all traffic related operational considerations associated with the development, including:

1. To offset the deficiency of trips identified on SR 85 from Antioch Road to I-10 as identified in the Traffic Impact Analysis, the Developer shall pay a road mitigation fee of \$247,896 to satisfy the traffic concurrency requirements of the Land Development Code.

2. Westbound left turn and eastbound right turn lanes are warranted for construction on US 90 at the project entrance. Both lanes should be designed in accordance with FDOT Design Manual standards. A minimum queue length of 175 feet should be provided for the westbound left turn lane.

D. Parks and Recreational Facilities - The Developer shall provide the following parks and recreational facilities which the parties agree satisfy the concurrency requirements for parks and recreational facilities as provided in Section 6.07 of the Land Development Code:

1. Approximately 22.4 acres as previously dedicated to the County as "Park" area on the recorded plat (Plat Book 3, Pages 68-68B, Official Records of Okaloosa County, Florida).

E. Potable Water & Sanitary Sewer- Potable water and sanitary sewer will be provided by Okaloosa County Water & Sewer (OCWS) subject to the following conditions and requirements.

1. Offsite water and sewer mains will require an extension from Jericho Road to the Project, approximately 3 miles:
 - a. OCWS will fund any upsizing that is requested by OCWS. For example, if an 8" force main is needed just for the Project, and OCWS requests a 12" force main, then the cost difference of the materials to upsize the line would be paid by OCWS.
 - b. The Developer will supply survey of the offsite water and sewer mains.
 - c. OCWS will design and permit the mains.
 - d. The Developer will procure the materials and have them delivered to a staging area on the Property or a mutually agreeable offsite location. At the 90% design stage, OCWS will provide the Developer one or possibly two sets of quantity take-offs to purchase the materials needed (one set with the mains sized just for the Project and, if necessary, another set with the material upsizing, with which to place the order). Before the Developer issues any Purchase Orders to suppliers for materials, the Developer shall provide OCWS with the cost of any applicable material upsizing. OCWS shall then have fifteen (15) days to issue a Notice to Proceed (via email), request additional information, or make alternative decisions that could result in re-design. Upon all materials being delivered to the agreed-upon site, the Developer shall send OCWS an invoice for the material upsizing, if necessary. OCWS shall pay the Developer within sixty

(60) days of receiving the invoice.

- e. OCWS will install the offsite water and sewer mains. At the 90% design stage, OCWS will provide a cost estimate of the labor and equipment costs for OCWS to perform such work utilizing OCWS resources. Within sixty (60) days of final completion of the construction, OCWS will send the Developer an invoice for the actual labor and equipment costs incurred by OCWS. Final completion is defined as state clearance issued on both the water and sewer mains. Developer shall pay OCWS within sixty (60) days of receiving the invoice from OCWS.

2. Onsite water and sewer infrastructure:

- a. All onsite water and sewer infrastructure, including mains, services, and lift stations, will be designed and constructed by the Developer. For the portions in the public rights-of-way and easements, to be owned and maintained by OCWS, the infrastructure shall be designed and constructed to OCWS standard specifications and be inspected by OCWS.
- b. Regarding lots not currently owned by Developer (approximately 123 lots), OCWS will require water and sewer services to be designed and installed under paved roads. OCWS will pay the Developer for this infrastructure that is for future customers. Within fifteen (15) days of the Developer entering a contract with a site contractor, the Developer shall supply OCWS with a copy of such contract, showing pertinent unit pricing related to water and sewer services. The unit pricing that OCWS pays the Developer for the lots not owned by the Developer shall be the exact same unit pricing that the Developer pays the site contractor for the lots owned by the Developer. Upon final completion of the construction of the onsite water and sewer infrastructure, the Developer shall send OCWS an invoice for the water and sewer services for lots not owned by the Developer that were installed. Final completion is defined as state clearance issued on the new water and sewer systems and acceptance by OCWS. OCWS shall pay the Developer within sixty (60) days of receiving the invoice from the Developer. If a phased approach is taken by the Developer, the above-mentioned process will apply per phase.
- c. For any lots with a proposed low-pressure sewer system and/or individual grinder stations, the Developer will be required to setup a central management entity (such as a Homeowners Association). OCWS will not own, operate, or maintain private grinder stations or plumbing.

- 3. All lift stations onsite will be required to have generators provided by the Developer. As each lift station is built, the Developer will also be required to pay the telemetry fee to OCWS, estimated at approximately \$10,000 per station.

OCWS will then install SCADA at each station upon acceptance of the lift station.

4. Capacity Expansion Charges and any other customer changes or fees will be applied as provided by Appendix A of the Okaloosa County Water & Sewer Ordinance.

The proposed Development Agreement by and between the Board of County Commissioners and Crestview Mobile Home Village, LLC 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
- (2) A development agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time. Provided

The proposed Agreement has been reviewed and approved by the County Attorney's office.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission voted unanimously to recommend approval as written to include staff conditions to the County Commission at their regularly scheduled meeting on December 8, 2022.


MILITARY REPRESENTATION: The Military Representative on the Planning Commission was not in attendance, and did not provide any written comments or objections prior to the meeting. No comments have been received subsequent to the Planning Commission meetings.

PUBLIC COMMENT/OPPOSITION: No public comment nor opposition has been received as of this writing for the proposed Development Agreement.

PUBLIC NOTICE: The proposed agenda item was properly advertised in the Northwest Florida Daily News on December 19, 2022; and public notice, via certified, return receipt letters, were provided to all property owners within a 300-foot radius per Section 1.11.02, of the Okaloosa County Land Development Code.

STAFF POSITION: Notwithstanding any other facts that may be presented to the contrary, the requested Development Agreement is in compliance with applicable provisions of Section 163.3227, Florida Statutes. Staff has no objection to the proposed Development Agreement as requested by Crestview Mobile Home Village, LLC.

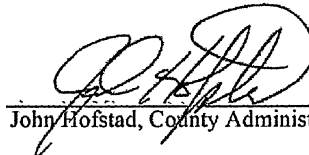
RECOMMENDATION: Staff recommends approval of the proposed Development Agreement subject to the condition that any lots over 576 shall require an amendment to the Development Agreement.



Elliot Kampert, Director

12/27/2022

RECOMMENDED BY:



John Hofstad, County Administrator

12/28/2022

APPROVED BY: