

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/13/2015 (2/12/2007)

Contract/Lease Control #: C07-1472-PW

Bid #:

Contract/Lease Type: CONTRACT

Award To/Lessee: REALTY PARTNERS I & II LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/06/2015 (02/06/2007)

Term: 02/06/2022

Description of Contract/Lease: INFRASTRUCTURE FUNDING AGREEMENT (BEL AIRE HEIGHTS IN CRESTVIEW)

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed: _____

Contract was originally closed on 06/30/2008. Re-opened per Board action dated 01/06/2015 for Infrastructure Funding Agreement

cc: Finance Department Contracts & Grants Office

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>COT-1472-PW</u>	Tracking Number: <u>1217-15</u>
Contractor/Lessee Name: <u>Realty Partners I & II, Bel Aire Terrace</u>	Grant Funded: YES ___ NO ___
Purpose: <u>Infrastructure Funding Agreement</u>	<u>Bel Aire Heights</u>
Date/Term: <u>2/6/2017/Amerdment 2022</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>DW</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Antroy</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met: <u>[Signature]</u>	Date: <u>12/30/14</u>
Purchasing Director or Designee	Joanne Kublik

Risk Management Review	
Approved as written: <u>[Signature]</u>	Date: <u>12-30-14</u>
Risk Manager or designee	Kay Godwin or Krystal King

County Attorney Review	
Approved as written: <u>[Signature]</u>	Date: <u>1-5-15</u>
County Attorney	Gregory T. Stewart or Lynn Hoshihara
<i>Approved by email 12/29/14 see attached 3f</i>	

Following Okaloosa County approval:

Contracts & Grants	
Document has been received: _____	Date: _____
Contracts & Grants Manager	

AMENDMENT TO INFRASTRUCTURE FUNDING AGREEMENT

THIS AMENDMENT TO INFRASTRUCTRE FUNDING AGREEMENT ("Amendment") is made and entered into as of the 6th day of January, 2015, by and between **32531 I Realty Partners, LLC** d/b/a Bel Aire Terrace Apartments ("Realty Partners I") and **32531 II Realty Partners, LLC** a/k/a BelAire Heights ("Realty Partners II") and **Okaloosa County, Florida** (the "County").

RECITALS

A. Realty Partners I and Realty Partners II entered into that certain Infrastructure Funding Agreement ("Agreement") dated as of February 6th, 2007 which Agreement provided, in part, for certain capacity to be reserved for the Crestview North and Crestview South properties, as more particularly described in the Agreement.

B. Realty Partners I, Realty Partners II and the County desire to extend the time of vesting of such capacities, and modify and amend certain terms and provisions of the Agreement, as hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Realty Partners I, Realty Partners II and the County agree as follows:

1. Recitals. The Recitals to this Amendment are true and correct and are hereby incorporated by reference and made a part hereof.

2. Defined Terms. Any defined terms utilized herein but not defined in this Amendment shall have the meaning subscribed to said terms in the Agreement.

3. Capacity To Be Reserved. Section 4.7 of the Agreement is amended by deleting the first sentence of the last paragraph, and replacing it with the following: "These trips will be vested for a period of fifteen (15) years from the effective date of this Agreement."

4. Notices. Section 6.3 of the Agreement is amended to replace the notice addresses for Realty Partners I and Realty Partners II with the following:

CONTRACT# C07-1472-PW
REALITY PARTNER I & II LLC
INFRASTRUCTURE FUNDING AGREEMENT
EXPIRES: 02/06/2017

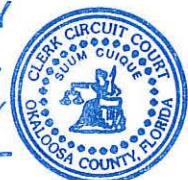
1

CERTIFIED A TRUE
AND CORRECT COPY

JD PEACOCK II
CLERK CIRCUIT COURT

BY [Signature]
DEPUTY CLERK

DATE Jan 8, 2015



To Realty Partners I
and Realty Partners II: 1831 S.W. 7th Avenue
Pompano Beach, FL 33602
Attn: Karl Davis

With a copy to: Frank, Weinberg & Black, P.L.
7805 S.W. 6th Court
Plantation, FL 33324
Attn: Steven W. Deutsch, Esq.

5. Ratification. Except as herein modified, the parties hereby ratify and reaffirm all of the terms and provisions of the Agreement. To the extent of any conflict between the terms and provisions of the Agreement and this Amendment, the terms and provisions of this Amendment shall control.

6. Counterparts. This Amendment may be executed in counterparts by the parties hereto and each of them considered an original as far as the parties are concerned but together said counterparts shall comprise only one agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, Realty Partners I, Realty Partners II and the County have caused this Amendment to be executed as of the date and year first above.

Signed, sealed, and delivered in the presence of:

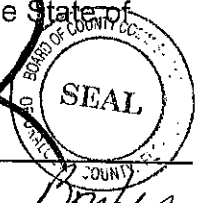
Gary J. Stafford
Print Name: Gary J. Stafford



Teresa Ward
Print Name: TERESA WARD

Okaloosa County, Florida,
a political subdivision of the State of Florida

By: Nathan D. Bryles
Name: Nathan D. Bryles
Title: Chairman



Date Executed: Jan. 7, 2015

Thomas M. Gowen
Print Name: Thomas M. Gowen

Tim Skaggs
Print Name: Tim Skaggs

32531 I Realty Partners, LLC,
a Florida limited liability company

By: Karl Davis
Name: Karl Davis
Title: Manager
Date Executed: Dec. 5, 2014

Thomas M. Gowen
Print Name: Thomas M. Gowen

Tim Skaggs
Print Name: Tim Skaggs

32531 II Realty Partners, LLC,
a Florida limited liability company

By: Karl Davis
Name: Karl Davis
Title: Manager
Date Executed: Dec 5, 2014

Amendment (Execution)

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 2/12/2007

Contract/Lease Control #: C07-1472-PW2-135

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: REALTY PARTNERS I & II LLC

Lessor:

Effective Date: 2/6/2007

Term: EXPIRES 8/6/2008 \$288,632.00

Description of Contract/Lease: BEL AIRE TERRACE & BEL AIRE HEIGHTS FUNDING AGREEMENT

Department Manager: PUBLIC WORKS

Department Monitor: MS. SLATERPRYCE

Monitor's Telephone #: 689-5772

Monitor's FAX #: 689-5715

Date Closed: 6/30/2008 *du*

EXHIBIT C

CONTRACT/LEASE DOCUMENT CHECKLIST

_____	Bid Advertisement
_____	Bid Specifications
_____ ✓	Agenda Request
_____ ✓	Agenda
_____ ✓	Summary of BCC Meeting Minutes
_____	Award Notification
_____	Notice to Proceed
_____ ✓	Signed Copy of Lease or Contract
_____	Insurance Certification
_____	Lease/Contract Expiration Memo
_____ ✓	Lease/Contract Control Form
_____	Completion of Project Advertisement (As Required)
_____	Release of Lien (As Required)
_____	Bid Tally Sheet
_____ ✓	Excluded Parties

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : REALTY PARTNERS I LLC
SSN/TIN

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

-
- > Advanced Reports

Archive Search - Past Exclusions

-
- > Advanced Archive Search
 - > Multiple Names

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

EXHIBIT E

**CONTRACT & LEASE
INTERNAL COORDINATION SHEET**

Contract/Lease Number: 007-1472-PW02-135 Tracking Number: #981
Contractor/Lessee Name: REALTY PARTNERS BEL AIRE TR & BEL AIRE HEIGHTS
Purpose: INFRASTRUCTURE FUNDING
Date/Term: TBD APPROX 15 MONTHS 8/6/2008 1. GREATER THAN \$25,000
2. \$25,000 OR LESS
Amount: TBD \$288,163.2 3. \$10,000 OR LESS
Department : GROWTH MANAGEMENT
Dept. Monitor Name: BILL SMITH

Purchasing Review

Procurement requirements are met:

[Signature]
Contracts/Lease Coordinator

Date: 1/25/07

Risk Management Review

Approved as written:

Risk Management Director

Date: _____

County Attorney Review

Approved as written:

[Signature]
County Attorney

Date: 2/5/07

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been received:

[Signature]
Contracts & Grants Manager

Date: 2-13-07

***Proof of budget approval WILL BE submitted with Agreement for coordination.**

EXHIBIT E

**CONTRACT & LEASE
INTERNAL COORDINATION SHEET**

Contract/Lease Number: 007-1472-PW02-135 Tracking Number: #981
Contractor/Lessee Name: REALTY PARTNERS BEL AIRE TR & BEL AIRE HEIGHTS
Purpose: INFRASTRUCTURE FUNDING
Date/Term: TBD - APPROX 18 MONTHS 8/6/2008 1. GREATER THAN \$25,000
Amount: TBD \$ 288,632 2. \$25,000 OR LESS
3. \$10,000 OR LESS
Department : GROWTH MANAGEMENT
Dept. Monitor Name: BILL SMITH

Purchasing Review

Procurement requirements are met:

[Signature]
Contracts/Lease Coordinator

Date: 1/27/07

Risk Management Review

Approved as written:

[Signature]
Risk Management Director

Date: 1/25/07

County Attorney Review

Approved as written:

[Signature]
County Attorney

BCC DISCUSSED/ADDED
AT THE 2/6/07 MEETING
Date: 2/8/07

Following Okaloosa County Board of County Commissioners approval:

Contract & Grant Review

Document has been received:

[Signature]
Contracts & Grants Manager

Date: 2-13-07

*Proof of budget approval WILL BE submitted with Agreement for coordination.

REVISED BY BCC 11-8-00

BOARD OF COMMISSIONERS
AGENDA REQUEST

DATE: February 6, 2007

TO: Honorable Chairman and Members of the Board

FROM: Danielle E. Slaterpryce, P.E., Public Works Director

SUBJECT: Development Infrastructure Agreement for Bel Aire Terrace and Bel Aire Heights apartment projects

DISTRICT: One

DEPARTMENT: Public Works / Engineering

STATEMENT OF ISSUE:

Bel Aire Terrace and Bel Aire Heights apartment projects are both located within the incorporated boundaries of the City of Crestview with a direct connection to P.J. Adams Parkway/Antioch Road, which are County owned and maintained roads. In order to mitigate the impacts created by the proposed developments for the connection to the County roadway system improvements to nearby intersections were required of the applicant. In lieu of constructing the improvements, the applicant agrees to provide payment to the County for the work required. The agreement attached (Exhibit A) details the exchange of infrastructure improvements (or payment thereof) for the vested right to connect to the County roadway. A general location map of the Bel Aire Terrace and Bel Aire Heights sites is provided as Exhibit B.

BACKGROUND AND ANALYSIS:

Bel Aire Terrace (372 units) and Bel Aire Heights (276 units) are apartment projects (Developments) proposed within the limits of the City of Crestview adjacent to P.J. Adams Parkway/Antioch Road. As part of the development review process with the City of Crestview, the applicant was required to obtain a connection permit from Okaloosa County for the Developments. A Traffic Impact Analysis for the Developments (a combined 648units) was provided by the applicant. Conclusions from the Traffic Impact Analysis stated that the proposed Developments would generate 252 P.M. peak hour trips on the roadway system that would have a negative impact to the operational performance of two existing intersections; P.J. Adams with SR 85 and Antioch Road with Hwy 90.

To offset the impacts caused by the Developments, construction of turn lanes within the existing intersections was proposed as part of the provided Traffic Impact Analysis. Construction of these turn lanes is off-site from the Developments and the applicant agrees to provide payment to the County for the work in lieu of performing the construction as part of the Developments.

Construction costs for the turn lanes at the existing intersections were determined by current FDOT per mile construction costs. The total length of turn lane required (635 feet) equates to \$288,632.90. Payment of the turn lane costs is distributed to each project based on the number of trips generated. This payment to the County does not include improvements required at the entrance of the Developments for site access. P.J. Adams is a designated limited access roadway and the construction of turn lanes into the site is required in addition to the intersection operational improvements. These improvements will be constructed by the Developments.

The Infrastructure Funding Agreement was drafted and reviewed by all parties in conjunction with Greg Stewart (counsel to the County). Approval of the executed agreement from Counsel is attached as Exhibit C for reference.

Approval of the Agreement by the County will require the applicant to provide payment for intersection improvements and operational improvements at the entrance of the developments at no cost to the County in exchange for the vested right to connect to the County roadway system for a total of 252 P.M peak hour trips (145 trips from the Bel Aire Terrace site and 107 trips from the Bel Aire Heights site). Funding obtained as a result of the Agreement will be utilized by the County for intersection improvements to P.J. Adams Parkway and Antioch Road.

OPTIONS:

Approve acceptance of the Infrastructure Funding Agreement

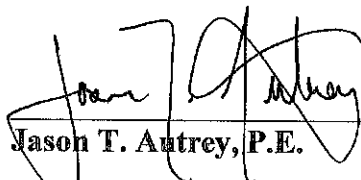
Or

Deny acceptance of the Infrastructure Funding Agreement

RECOMMENDATION:

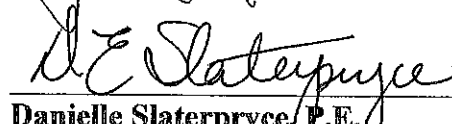
Approve acceptance of the Infrastructure Funding Agreement with Realty Partners I and Realty Partners II as mitigation to the impacts caused by the Bel Aire Terrace and Bel Aire Heights developments on P.J. Adams Parkway and Antioch Road.

PREPARED BY:



Jason T. Autrey, P.E.

RECOMMENDED BY:



Danielle Slaterpryce, P.E.
Public Works Director

APPROVED BY:

James D. Curry
County Administrator

AGENDA
Okaloosa County Board of Commissioners
February 6, 2007 – 8:30 a.m.
Crestview Courthouse

Scheduled Items

Employee Recognition Awards

Public Hearing

303102-BCC-2006 – Consideration of a request for rezoning as submitted by Stephen and Dorothy Harrell for .96 acres of land more or less, located at 430 Cooper Street, Crestview. The requested rezoning is from **(AA)** to **(RSS)** or a more restrictive zoning district consistent with the future land use map designation of **(LDR)**. District: 1.

Public Hearing

302754-BCC-2006 – Consideration of a request for rezoning as submitted by J.C. Darnell for 43.38 acres of land more or less, located at Haylee Lane, Crestview. The requested rezoning is from **(AA)** to **(RSS)** or a more restrictive zoning district consistent with the future land use map designation of **(LDR)**. District: 1. *The Applicant has requested that this item be tabled at this time.*

Public Hearing

303058-BCC-2006 – Consideration of a request for an amendment to the Comprehensive Plan FLUM submitted by Gustin, Cothorn & Tucker on behalf of Huff Investments, Inc. for .90 acres of land, more or less, located at 1568 Hickory Street, Niceville, FL. The requested amendment is from **(LDR)** to **(C)** or a more restrictive zoning district consistent with the future land use map designation to allow commercial use. District: 5. *The Applicant has requested that this item be withdrawn.*

Public Hearing

Review of a proposed amendment to the Land Development Code which would create a new "Business Office" zoning district. On 12/05/2006 the Board directed Planning & Development Staff to create a new zoning district which would allow "light commercial" uses such as offices and clinics. District: All. *First of two hearings, the second hearing is scheduled for February 20, 2007.*

Visitor

Dr. Karen Chapman, Director, Okaloosa County Health Department – To present a FY 07 proposed budget amendment to the Board to facilitate funding for Crossroads Medical Clinic.

Visitor

Jim Roberson, International Game Fish Assoc. – to address the Board regarding the proposed Federal Red Snapper Regulations.

New Business

1. Eglin Installation Growth Committee update.
2. Future Agenda Item – IS Director, Don Vanderhoek will present to the board (Feb. 20, 2007 at 6:00 pm at the Water & Sewer Bldg., Fort Walton Beach) an update on the County's Fiber Project.
3. Request approval to advertise for a public hearing to amend Okaloosa County's Occupational License Tax Ordinance to comply with terminology changes according to HB1269 as signed by the Governor and effective January 1, 2007. District: All.

Consent Agenda

1. January 2, 2006 regular BCC Meeting minutes.
2. Resolution submitted by Associated Land Title Group, Inc. for Okaloosa Island Leaseholders to prepare Quitclaim deeds to Gregory J. Miheve & Ernestina Miheve, Ronald A. Hasty (2), James S. Martin & wife Anita J. Martin and Stephen C. Pemberton.
3. Resolution amending the Fiscal Year 2007 Budget, Municipal Service Benefit Unit Fund, to reflect appropriations for street lighting fees and Lake Pippin Channel fees in the amount of \$15,836.
4. Resolution amending the Fiscal Year 2007 Budget, Self Insurance Fund, to reflect appropriations for subrogation income revenue and interest in the amount of \$84,223.
5. Resolution amending the Fiscal Year 2007 Budget, General Fund, to reflect appropriations from Florida Department of Community Affairs for public school facilities element preparation grant in the amount of \$25,000.
6. Resolution amending the Fiscal Year 2007 Budget, Fine & Forfeiture Fund, to reflect appropriations from Florida Department of Education for school lunch program grant in the amount of \$11,000.
7. Resolution amending the Fiscal Year 2007 Budget, Fine & Forfeiture Fund, to reflect appropriations from Florida Department of Revenue for process server grant in the amount of \$6,000.
8. Resolution amending the Fiscal Year 2007 Budget, Fine & Forfeiture Fund, to reflect appropriations for confiscated property, interest and copying fees in the amount of \$9,500.
9. Resolution amending the Fiscal Year 2007 Budget, Fine & Forfeiture Fund, to reflect appropriations from Office of the Attorney General for victims of crime (VOCA) grant in the amount of \$49,967.
10. Resolution amending the Fiscal Year 2007 Budget, Fine & Forfeiture Fund, to reflect appropriations from Florida Department of Children and Families for forensic mental health and drug court case management grant in the amount of \$250,533.
11. Resolution amending the Fiscal Year 2007 Budget, Natural Disaster Fund, to reflect appropriations from Florida Department of Environmental Protection for an increase to the Fort Walton Beach dune restoration and feasibility study grant and cash carryforward in the amount of \$440,000.
12. Resolution amending the Fiscal Year 2007 Budget, Capital Outlay Construction Fund, to reflect appropriations from Florida Department of Community Affairs for Okaloosa County Emergency Operations Center grant in the amount of \$1,000,000.
13. Request approval of a Special Public Event Permit for the 2007 Emerald Coast Volleyball Week Tournament to be held April 17-23, 2007 from 7:30 a.m. to 5:00 p.m. daily on Okaloosa Island adjacent to the Boardwalk and John Beasley Park, sponsored by Southern Events Management. District: 5.

14. Request approval of a Special Event permit for a beach baptism on Okaloosa Island at Beasley Park on May 20, 2007, sponsored by Calvary Chapel Emerald Coast. District: 5.
15. Request approval of a Special Event permit for a beach baptism on Okaloosa Island at Beasley Park on August 5, 2007, sponsored by Calvary Chapel Emerald Coast. District: 5.
16. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on March 17, 2007, sponsored by Chante Haymond. District: 5.
17. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on March 3, 2007, sponsored by Barefoot Weddings. District: 5.
18. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on April 7, 2007, sponsored by Barefoot Weddings. District: 5.
19. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on April 14, 2007, sponsored by Barefoot Weddings. District: 5.
20. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on April 28, 2007, sponsored by Barefoot Weddings. District: 5.
21. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on June 9, 2007, sponsored by Barefoot Weddings. District: 5.
22. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on July 20, 2007, sponsored by Barefoot Weddings. District: 5.
23. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on August 9, 2007, sponsored by Barefoot Weddings. District: 5.

Department Business

John Vaughn/Fleet Operations

1. Request approval of revised plan for remodeling Public Works and Fleet Operations buildings at Ready Avenue in Fort Walton Beach. District: All.

Don Vanderhoek/Information Systems

1. Request approval of five year contract with Embarq for four Primary Rate Interface (PRI) phone lines. District: All.

Richard Brannon/Purchasing

1. Request approval to remove Surplus Property sold at Auction from the Okaloosa County Fixed Asset Ledger. District: All.

Jerry Sealy/Airports

1. Request approval of Task Orders 27 & 28 with PBS&J to update the FAA required Master Plans for Okaloosa County airports. District: All.

Bill Smith/Growth Management

1. Request approval of correction of "Scribner's error" in the Interlocal Agreement for Public School Facility Planning Agreement. District: All.
2. Request approval of Trade Board reappointments and a new Plumbing Board Representative for a three year period 02/06/2007 – 02/06/2010. District: All.

3. Request review and approval of 262134-SDR-2004 – Lake Arthur Estates (Phase II) Final Plat, a proposed 47 lot single-family subdivision as submitted by Southern Engineering Group for William Bailey. District: 1.
4. Request approval to advertise for a public hearing on the implementation of fire code inspection fees for the unincorporated areas of north Okaloosa County. District: All.

Dino Villani/Public Safety

1. Request approval of and authorization for Chairman to execute documents related to the 2007 Emergency Medical Services Matching Grant Application for Powered Stretchers. District: All.
2. Request approval of and authorization for Chairman to execute documents related to the 2007 Emergency Medical Services Matching Grant Application to upgrade LifePak 12 Cardiac Monitors. District: All.
3. Request approval of and authorization for Chairman to execute documents related to the Subgrant Agreement for the US Department of Homeland Security/Florida Division of Emergency Management Citizen Corps Program. District: All.
4. Request approval of and authorization for Chairman to execute documents related to the Subgrant Agreement for the Federal Emergency Management Agency's Citizen Corps/Community Emergency Response Team Program. District: All.

Danielle Slaterpryce/Public Works

1. Request approval of and authorization for Chairman to execute amendment seven of the Hurricane Ivan Emergency Watershed Protection Sites Agreement for the Steel Road Gully West, Steel Road at Penny Creek, Tommie Steel Road, Highway 2 (near Creston Barrow Road), CR-4A West Branch, Holloway Ditch and Log Lake projects. District: 1 and 3 (North).
2. Request approval to accept Irrevocable Letter of Credit #2006-1 from Premier Community Bank of the Emerald Coast for improvements to be constructed as part of Development Order Permit # 262134-SDR-2004, Lake Arthur Estates, Phase II. District: 1.
3. Request approval to purchase 8.92 acres +/- on the Shoal River off Randy Road for future development in accordance with the Okaloosa County Parks Master Plan. The property would allow river access for boaters and swimmers, and provide ample space for outdoor activities. District: 1.
4. Request approval to purchase steel sheet piling to repair the seawall at Meigs Park to Skyline Steel, they having the lowest quote meeting specifications. District: 2.
5. Request review of list of applicants for Parks Advisory Committee member vacancies and select three people for the vacancies. District: All.
6. Request approval of an Infrastructure Funding Agreement with Realty Partners I and Realty Partners II as mitigation to the impacts caused by Bel Aire Terrace and Bel Aire Heights developments on P.J. Adams Parkway and Antioch Road in Crestview. District: 1.

Okaloosa County adheres to the Americans with disabilities Act and will make reasonable modifications for access to this meeting upon request. Please call the County Administrator's Office at (850) 651-7515 to make a request. 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 meeting in order for Okaloosa County to provide the requested service.

Okaloosa County Board of Commissioners

Meeting Summary

February 6, 2007 – 8:30 a.m.

Crestview Courthouse

Scheduled Items

1. Mr. Curry presented employee awards to those employees achieving service milestones:

5 Year Award

Henry C. Long, Jr., Lead Custodian, Okaloosa Regional Airport

Donald Dale Guy, Electronics Technician, Water & Sewer

Joseph Jones, WWTP Operator "A", Water & Sewer

Vladimir Roganov, SCADA Technician, Water & Sewer

Thomas M. Rowan, Road Maintenance Foreman, Road Department

10 Year Award

Sue Barrow, Benefits Specialist, Risk Management

Roger La-Don Aplin, WWTP Maintenance Technician I, Water & Sewer

25 Year Award

William J. Quattlebaum, Pavement Management Technician, Road Department

Willie Blackshear, Master Mason, Facility Maintenance

Retirement

Steve J. Dominquez, Correctional Officer I, Corrections

County Attorney, John Dowd, commenced the swearing in of those wanting to address the Board concerning the scheduled public hearings.

Chairman Amunds requested that the visitors listed on the agenda be heard prior to the Public Hearings.

Dr. Karen Chapman, Director, Okaloosa County Health Department requested approval of a modification to the FY 2007 Budget that would allow monies allocated to her department be given back to the Board due to receiving a grant to facilitate funding for Crossroads Medical Clinic. Approved, 5 years.

Jim Roberson, International Game Fish Assoc. requested the Board to draft a resolution in opposition of the proposed Federal Red Snapper Regulations prior to the Fish Association's meeting in March 07. Approved, 5 years.

Public Hearings

1. Public Hearing was held for **030102BCC-2006** to consider a request for rezoning as submitted by Stephen and Dorothy Harrell for .96 acres of land more or less, located at 430 Cooper Street, Crestview. The requested rezoning is from **(AA)** to **(RSS)** or a more restrictive zoning

district. *Approved 5 years.*

2. Public Hearing was held for **302754-BCC-2006** – Consideration of a request for rezoning as submitted by J.C. Darnell for 43.38 acres of land more or less, located at Haylee Lane, Crestview. The requested rezoning is from **(AA)** to **(RSS)** or a more restrictive zoning district consistent with the future land use map designation of **(LDR)**. *Approved to table this item time certain to the 4/3/07 BCC meeting. 5 years.*

3. Public Hearing was held for **303058-BCC-2006** – Consideration of a request for an amendment to the Comprehensive Plan FLUM submitted by Gustin, Cothorn & Tucker on behalf of Huff Investments, Inc. for .90 acres of land, more or less, located at 1568 Hickory Street, Niceville, FL. The requested amendment is from **(LDR)** to **(C)** or a more restrictive zoning district consistent with the future land use map designation to allow commercial use. *Approved applicant's request to withdraw item from consideration. 5 years.*

4. Public Hearing was held to review a proposed amendment to the Land Development Code which would create a new "Business Office" zoning district. On 12/05/2006 the Board directed Planning & Development Staff to create a new zoning district which would allow "light commercial" uses such as offices and clinics. *Approved, 5 years.*

New Business

1. Dr. Bill Smith, Director, Growth Management advised that interviews for the EIGC coordinator would be conducted Friday by the Selection Committee and a short list will be forwarded to the Board for approval. He also advised that the JLUS contract with Tetra Tech is in final review and will be going to the Board of County Commissioners at the next meeting for approval.
2. Information Systems Director, Don Vanderhoek advised an update on the County's Fiber Project will be presented to the board at the Feb. 20, 2007 BCC meeting in Fort Walton Beach.
3. **Approval (5 years)** was given to Dr. Smith to advertise for a public hearing to amend Okaloosa County's Occupational License Tax Ordinance to comply with terminology changes according to HB1269 as signed by the Governor and effective January 1, 2007.

A discussion regarding the upcoming public workshops commenced. Commissioner Jannazo proposed conducting a workshop on Saturday as opposed to a weekday. His belief was that attendance by the public would be greater if the workshop was not conducted on a weekday. Commissioner Sherry Campbell said she would consider trying it one time. Commissioners Roberts, Amunds and James Campbell did not support the issue. Commissioner Jannazo motioned to set a workshop on Saturday. The motion died for a lack of a second.

Consent Agenda (All items under the Consent Agenda were approved - 5 years.)

1. January 2, 2006 regular BCC Meeting minutes.
2. Resolution submitted by Associated Land Title Group, Inc. for Okaloosa Island Leaseholders to prepare Quitclaim deeds to Gregory J. Miheve & Ernestina Miheve, Ronald A. Hasty (2), James S. Martin & wife Anita J. Martin and Stephen C. Pemberton.
3. Resolution amending the Fiscal Year 2007 Budget, Municipal Service Benefit Unit Fund, to reflect appropriations for street lighting fees and Lake Pippin Channel fees.
4. Resolution amending the Fiscal Year 2007 Budget, Self Insurance Fund, to reflect appropriations for subrogation income revenue and interest in the amount of \$84,223.

5. Resolution amending the Fiscal Year 2007 Budget, General Fund, to reflect appropriations from Florida Department of Community Affairs for public school facilities element preparation grant in the amount of \$25,000.
6. Resolution amending the Fiscal Year 2007 Budget, Fine & Forfeiture Fund, to reflect appropriations from Florida Department of Education for school lunch program grant in the amount of \$11,000.
7. Resolution amending the Fiscal Year 2007 Budget, Fine & Forfeiture Fund, to reflect appropriations from Florida Department of Revenue for process server grant in the amount of \$6,000.
8. Resolution amending the Fiscal Year 2007 Budget, Fine & Forfeiture Fund, to reflect appropriations for confiscated property, interest and copying fees in the amount of \$9,500.
9. Resolution amending the Fiscal Year 2007 Budget, Fine & Forfeiture Fund, to reflect appropriations from Office of the Attorney General for victims of crime (VOCA) grant in the amount of \$49,967.
10. Resolution amending the Fiscal Year 2007 Budget, Fine & Forfeiture Fund, to reflect appropriations from Florida Department of Children and Families for forensic mental health and drug court case management grant in the amount of \$250,533.
11. Resolution amending the Fiscal Year 2007 Budget, Natural Disaster Fund, to reflect appropriations from Florida Department of Environmental Protection for an increase to the Fort Walton Beach dune restoration and feasibility study grant and cash carryforward in the amount of \$440,000.
12. Resolution amending the Fiscal Year 2007 Budget, Capital Outlay Construction Fund, to reflect appropriations from Florida Department of Community Affairs for Okaloosa County Emergency Operations Center grant in the amount of \$1,000,000.
13. Request approval of a Special Public Event Permit for the 2007 Emerald Coast Volleyball Week Tournament to be held April 17-23, 2007 from 7:30 a.m. to 5:00 p.m. daily on Okaloosa Island adjacent to the Boardwalk and John Beasley Park, sponsored by Southern Events Management.
14. Request approval of a Special Event permit for a beach baptism on Okaloosa Island at Beasley Park on May 20, 2007, sponsored by Calvary Chapel Emerald Coast.
15. Request approval of a Special Event permit for a beach baptism on Okaloosa Island at Beasley Park on August 5, 2007, sponsored by Calvary Chapel Emerald Coast.
16. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on March 17, 2007, sponsored by Chante Haymond.
17. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on March 3, 2007, sponsored by Barefoot Weddings.
18. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on April 7, 2007, sponsored by Barefoot Weddings.
19. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on April 14, 2007, sponsored by Barefoot Weddings.
20. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on April 28, 2007, sponsored by Barefoot Weddings.
21. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on June 9, 2007, sponsored by Barefoot Weddings.
22. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on July 20, 2007, sponsored by Barefoot Weddings.
23. Request approval of a Special Event permit for a beach wedding on Okaloosa Island at Beasley Park on August 9, 2007, sponsored by Barefoot Weddings.

Department Business

John Vaughn/Fleet Operations

1. Approved the revised plan for remodeling Public Works and Fleet Operations buildings at Ready Avenue in Fort Walton Beach. 5 years

Don Vanderhoek/Information Systems

1. Approved the five year contract with Embarq for four Primary Rate Interface (PRI) phone lines. 5 years

Richard Brannon/Purchasing

1. Approved the removal of Surplus Property sold at Auction from the Okaloosa County Fixed Asset Ledger. 5 years

Jerry Sealy/Airports

1. Approved Task Orders 27 & 28 with PBS&J to update the FAA required Master Plans for Okaloosa County airports. 4 years, 1 year by Commissioner Jannazo.

Bill Smith/Growth Management

1. Approved the correction of "Scribner's error" in the Interlocal Agreement for Public School Facility Planning Agreement. 5 years
2. Approved the Trade Board reappointments and a new Plumbing Board Representative for a three year period 02/06/2007 – 02/06/2010. 5 years
3. Approved 262134-SDR-2004 – Lake Arthur Estates (Phase II) Final Plat, a proposed 47 lot single-family subdivision as submitted by Southern Engineering Group for William Bailey. 4 years, Commissioner Sherry Campbell abstaining.
4. Approved request to advertise for a public hearing on the implementation of fire code inspection fees for the unincorporated areas of north Okaloosa County. 5 years

Dino Villani/Public Safety

1. Approved the authorization and execution of documents related to the 2007 Emergency Medical Services Matching Grant Application for Powered Stretchers. 5 years
2. Approved authorization and execution of documents related to the 2007 Emergency Medical Services Matching Grant Application to upgrade LifePak 12 Cardiac Monitors. 5 years
3. Approved authorization and execution of documents related to the Subgrant Agreement for the US Department of Homeland Security/Florida Division of Emergency Management Citizen Corps Program. 5 years
4. Approved authorization and execution of documents related to the Subgrant Agreement for the Federal Emergency Management Agency's Citizen Corps/Community Emergency Response Team Program. 5 years

Danielle Slaterpryce/Public Works

1. Approved authorization and execution of Amendment Seven of the Hurricane Ivan Emergency Watershed Protection Sites Agreement for the Steel Road Gully West, Steel Road at Penny Creek, Tommie Steel Road, Highway 2 (near Creston Barrow Road), CR-4A West Branch, Holloway Ditch and Log Lake projects. 5 years

2. Approved the release of Irrevocable Letter of Credit #2006-1 from Premier Community Bank of the Emerald Coast for improvements to be constructed as part of Development Order Permit # 262134-SDR-2004, Lake Arthur Estates, Phase II. 4 years, Commissioner Sherry Campbell abstaining.
3. Approved the request to purchase 8.92 acres +/- on the Shoal River off Randy Road for future development in accordance with the Okaloosa County Parks Master Plan. The property would allow river access for boaters and swimmers, and provide ample space for outdoor activities. 5 years
4. Approved the request to purchase steel sheet piling to repair the seawall at Meigs Park to Skyline Steel, they having the lowest quote meeting specifications. 5 years
5. Applicants for Parks Advisory Committee member vacancies and the selection of the three persons for those respective vacancies was reviewed and voted upon. The following persons were selected to fill the vacant seats: Raymond Cook, unincorporated-District 3 seat; Charles Corsentino, District 2 seat; Harold LaFountain, District 1 seat. The option of having alternate members for quorum purposes was discussed. No action was taken on this item at this time.
6. Approved the request of an Infrastructure Funding Agreement with Realty Partners I and Realty Partners II as mitigation to the impacts caused by Bel Aire Terrace and Bel Aire Heights developments on P.J. Adams Parkway and Antioch Road in Crestview. 5 years

INFRASTRUCTURE FUNDING AGREEMENT

This Infrastructure Funding Agreement is made and entered into as of the 6th day of February, 2007, by and between 32531 I Realty Partners, LLC, aka Bel Aire Terrace, ("Realty Partners I") and 32531 II Realty Partners, LLC, aka Bel Aire Heights, ("Realty Partners II") and Okaloosa County, Florida (hereinafter "County"), a political subdivision of the State of Florida.

RECITALS

A. Realty Partners I is the owner of all that certain real property located in Okaloosa County, Florida and more particularly described in Exhibit A attached hereto and incorporated herein by reference (hereinafter "Crestview North").

B. Realty Partners II is the owner of all that certain real property located in Okaloosa County, Florida and more particularly described in Exhibit B attached hereto and incorporated herein by reference (hereinafter "Crestview South").

C. Crestview North and Crestview South are located within an area subject to the jurisdiction of the City of Crestview with respect to issuance of the necessary development approvals. However, prior to issuance of development approvals for these projects from the City, the County must issue notices of approval of the necessary driveway improvements ("Notices") to allow access to the County Road System.

D. The County has determined that the proposed developments will impact upon SR 85 (between Antioch Road and College Boulevard) (hereinafter the "Road Segment"). The County has notified Realty Partners I and Realty Partners II that there is an inconsistency between the adopted level of service for this Road Segment in the Comprehensive Plan (which indicates that the level of service is "B") and the level of service established in the adopted rule of the Florida Department of Transportation (which provides for a level of service of "C"). Under level of service B, there would not be sufficient capacity on the Road Segment for the development to proceed. Based upon Realty Partners I and Realty Partners II execution of an Indemnification and Hold Harmless Agreement, the County intends to move forward with the issuance of the Notices.

E. In connection with the issuance of the Notices, the County is seeking to offset the impacts to the level of service on US 90 and Antioch Road, SR 85 and P. J. Adams Parkway, and at the entrance of the Crestview North site (the "Improvements"). The Notices for the Crestview North site shall be issued upon execution of the Agreement by all parties. Notices for the Crestview South site shall be issued upon the submittal of a development request to the City of Crestview and provided that this Agreement is not in default as to any term.

F. The County, Realty Partners I and Realty Partners II mutually desire to clarify the process by which the traffic concurrency issues will be addressed so as to provide certainty to Realty Partners I and Realty Partners II and assure that overall planning principles and concerns of the County are addressed.

CONTRACT: BEL AIRE TERRACE &
BEL AIRE HGTS FUNDING AGREEMENT
CONTRACT NO.: C07-1472-PW2 135
REALTY PARTNERS, LLC I & II
EXPIRES: 8/6/2008

G. Realty Partners I and Realty Partners II have expressed a willingness to cooperate with the County's plans for constructing the Improvements, which are more particularly described in Exhibit C.

H. Realty Partners I, Realty Partners II and the County agree that it is in the best interest of the public health, safety and welfare to provide for the construction of the Improvements, thereby increasing capacity and maintaining the current level of service. Further, it is in the best interests of Realty Partner I, Realty Partners II and the County to clearly establish the respective obligations of the parties.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged by the parties hereto, the County, Realty Partners I and Realty Partners II agree as follows:

I. AUTHORITY

1.1 This Agreement is being entered into pursuant to the authority provided in Section 4.01.09 of the County Land Development Code.

II. PURPOSE

2.1 The purpose of this Agreement is to clarify the concurrency allocation process for the Improvements required prior to issuance of the County's Notice.

III. INCORPORATION OF RECITALS

3.1 The foregoing recitals are true and accurate and are incorporated into this Agreement and made a part hereof.

IV. CONSTRUCTION OF IMPROVEMENTS

4.1 Background. Realty Partners I and Realty Partners II have submitted Traffic Impact Reports for Crestview North and Crestview South to the County Public Works Department ("Reports") detailing transportation concurrency impacts associated with the projects. The reports indicate that the Improvements are necessary to ensure sufficient additional capacity to maintain concurrency.

4.2 Improvements. The proposed Improvements are defined in Exhibit C. The County has accepted the Reports and considers the additional traffic capacity which will be created by the Improvements a necessity for these projects to achieve concurrency.

4.3 Construction. The County plans to begin construction of the Improvements for the eastbound left turn lane (or dual left turn) at the intersection of P.J. Adams Parkway and SR 85 and the northbound right turn lane at US 90 and Antioch Road, respectively.

4.4 Additional Improvements. Realty Partners I agrees to fully fund and to construct a left turn lane, a right turn lane, and a five (5) foot paved shoulder along Antioch Road fronting Crestview North's property line in substantial conformance with the plans shown in the site plan

which is incorporated into this Agreement as Exhibit D. Realty Partners I agrees to submit detailed construction drawings for the turn lane and shoulder improvements which meet or exceed County road construction standards, as of the date of this Agreement, for this type of project as part of an application for a construction permit. The application will be submitted within ninety (90) days after execution of this Agreement and will be reviewed by Public Works Engineering staff for approval. The installation of the turn lanes and shoulder will be in accordance with the process and standards provided in Section 6.01.052 of the Okaloosa County Land Development Code and all other conditions required by the building permit. The work depicted within the Antioch Road right-of-way in Exhibit D paved shoulder shall be completed within two hundred and forty (240) days of staff approval. All work performed within the County right-of-way shall be required to enter into the 18-month warranty period as described by Chapter 6, Section 6.01.053 of the Okaloosa County Land Development Code.

Upon completion of the shoulder improvement, Realty Partners I shall complete certified as-built construction surveys of the shoulder prior to final acceptance of same as a publicly owned and maintained facility by the County. At that time, Realty Partners I will provide the County with the standard eighteen (18) month warranty and a minimum twenty four (24) month maintenance bond, letter of credit or other method of guarantee, in addition to all such other requirements of Section 6.01.053 of the Okaloosa County Land Development Code.

Additional off-site improvements may be required. However, these improvements are operational in nature. Therefore no credit will be given under concurrency for such operational off-site improvements.

4.5 Capacity and Costs. Realty Partners I, Realty Partners II and the County agree that the Improvements will maintain the existing acceptable level of service at an estimated cost of \$288,632.90.

4.6 Cost Distribution: Realty Partners I, Realty Partners II and the County agree that the distribution of the costs for the Improvements are:

Realty Partners I: \$166,078.45

Realty Partners II: \$122,554.45

Realty Partners I agrees to pay this amount to the County in twelve (12) equal monthly installments, with the first payment being due on the first day of the month following the effective date of this Agreement. Each subsequent payment will be due on the first day of each following month until paid in full. Accordingly, upon the effective date of this Agreement, the County will issue its Notice.

Realty Partners II acknowledges that the above amount is estimated as of the date of this Agreement and the actual costs of the improvements will increase over time. Therefore, Realty Partners II agrees that the above cost will be increased by the amount of five (5) percent per annum from the date of this Agreement until such time as the above amounts are paid. Realty Partners II agrees to pay its amount to the County within ninety (90) days of the City of Crestview issuing its final Development Order authorizing the construction of residential units in Crestview South.

4.7 Capacity To Be Reserved. Based on the analysis of transportation capacity created by the Improvements, the number of PM peak hour trips to be reserved to Realty Partners I for transportation concurrency shall be as follows:

Crestview North: 145 Total trips
84 Entering trips
61 Exiting trips

The number of PM peak hour trips to be reserved to Realty Partners II for transportation concurrency shall be as follows:

Crestview South: 107 Total trips
62 Entering trips
45 Exiting trips

These trips will be vested for a period of ten (10) years from the effective date of this Agreement. The County agrees that Realty Partners I and Realty Partners II, at their sole discretion and option, may assign some or all of the above vested trips to subsequent owners and/or lessees of the Property as described by the legal description in Exhibits A and B and the County shall, upon written notification by Realty Partners I or Realty Partners II to the County Planning Official, honor such assignment.

V. DEFAULT

5.1 Realty Partners I Default. Realty Partners I shall be deemed in default of this Agreement if Realty Partners I materially breaches this agreement or fails to make payment of its contribution as provided herein. If Realty Partners I's default shall continue for a period of thirty (30) days of receiving notice of the default from the County, the County may, upon thirty (30) days written notice, terminate this Agreement in its entirety and revoke all Notices and approvals.

5.2 Realty Partners II Default. Realty Partners II shall be deemed in default of this Agreement if Realty Partners II materially breaches this agreement or fails to make payment of its contribution as provided herein. If Realty Partners II default shall continue for a period of thirty (30) days of receiving notice of the default from the County, the County may, upon thirty (30) days written notice, terminate this Agreement in its entirety and revoke all Notices and approvals.

5.3 The County. The County shall be deemed in default of this Agreement if the County materially fails to issue the Notice within thirty (30) days of the effective date of this Agreement. If the County's default shall continue for a period of thirty (30) days after written notice from either Realty Partners I or Realty Partners II, Realty Partners I or Realty Partners II may terminate this Agreement or have available to it all remedies at law or in equity.

5.4 Remedies. The remedies afforded the parties in Sections 5.1, 5.2 and 5.3 above shall be in addition to, and not in exclusion of, all other rights and remedies which are available

to the parties at law or in equity including the remedies of specific performance and injunctive relief.

VI. GENERAL PROVISIONS

6.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors in title or interest and assigns.

6.2 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the County, Realty Partners I and Realty Partners II.

6.3 Notices. All notices, including deliveries of documentation (i.e., plans and contracts) for review and approval herein shall be sent by either personal delivery, a reputable overnight courier which keeps receipts of delivery (such as UPS or Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and forty-eight (48) hours after dispatch, if mailed in accordance with the above. Notices to the respective parties shall be sent to the following addresses unless written notice of a change of address has been previously given pursuant hereto:

To the County: Public Works Director
 Okaloosa County Public Works Department
 1804 Lewis Turner Boulevard
 Ft. Walton Beach, FL 32547

To Realty Partners I: Jose Padilla
 AXIS Realty Partners
 1395 Brickell Avenue
 Suite 800
 Miami, FL 33131

To Realty Partners II:
 with a copy to: Craig Varn
 Fowler White Boggs Banker P.A.
 101 N. Monroe Street
 Suite 1090
 Tallahassee, Florida 32301

6.4 Exhibits Incorporated. Each exhibit attached hereto and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to (by letter or description) herein.

6.5 Entire Agreement; Modification. This Agreement (including the Recitals set forth at the beginning of this Agreement, all of which are incorporated herein by reference) embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations,

and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

6.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of Florida.

6.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

6.8 Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa, and the use of the terms "include", "including" shall be without limitation to the items which follow.

6.9 Severability. In case any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.10 Joint Drafting. The parties acknowledge that each has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguities should be realized in the construction or interpretation of this Agreement, such ambiguities shall not be construed against either party solely on account of authorship.

6.11 Attorney Fees and Costs. If the County, Realty Partners I or Realty Partners II is required to engage in litigation or other legal proceeding against any other party hereto, either as plaintiff or as defendant, in order to enforce or defend any rights under this Agreement, and such proceeding results in a final judgment in favor of such party ("Prevailing Party"), then the party against whom said final judgment is obtained shall reimburse the Prevailing Party for reasonable attorneys' fees (including paralegal fees), and taxable court costs incurred throughout all negotiations, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder.

6.12 Time is of the Essence. The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement.

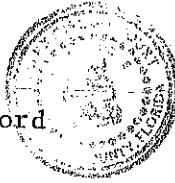
6.13 Effective Date. The term "effective date" shall mean the date this Agreement is last signed by either the County, Realty Partners I or Realty Partners II.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

WITNESSES:

Gary J. Stanford
Print Name: Gary J. Stanford

Teresa Ward
Print Name: Teresa Ward



"THE COUNTY"

OKALOOSA COUNTY,
a political subdivision of the State of Florida

By: Don R. Amunds
Print Name: Don R. Amunds
Title: Chairman



WITNESSES:

Jamie Westenhiser
Print Name: Jamie Westenhiser

Penninah Kinyanjui
Print Name: PENNINAH KINYANJUI

Jose A. Padilla
32531 I Realty Partners, LLC,
aka Bel Aire Terrace
a Florida Limited Liability Company
by its Managing Member:
ARP I, LLC
a Florida Limited Liability Company
by its Manager:
Jose A. Padilla

WITNESSES:

Jamie Westenhiser
Print Name: Jamie Westenhiser

Penninah Kinyanjui
Print Name: PENNINAH KINYANJUI

Jose A. Padilla
32531 II Realty Partners, LLC,
aka Bel Aire Heights
a Florida Limited Liability Company
by its Managing Member:
ARP I, LLC
a Florida Limited Liability Company
by its Manager:
Jose A. Padilla

EXHIBIT A

Legal Description for 32531 Realty Partners I, LLC

NOTICE OF COMMENCEMENT EXHIBIT "A" TO
PROJECT KNOWN AS
BEL AIRE TERRACE, CRESTVIEW, FL.

LEGAL DESCRIPTION

SUBJECT PARCEL

(AS SURVEYED BY SOUTHERN ENGINEERING GROUP, P.A.)

A PARCEL OR TRACT OF LAND SITUATED IN SECTION 35 AND IN SECTION 36, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 35, ALSO THE NORTHWEST CORNER OF SAID 36; THENCE PROCEED SOUTH 02 DEGREES 01 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 35, ALSO THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 1339.41 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, ALSO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36 AND THE POINT OF BEGINNING; THENCE PROCEED SOUTH 88 DEGREES 02 MINUTES 22 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 1309.21 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE PROCEED SOUTH 01 DEGREES 54 MINUTES 09 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, A DISTANCE OF 430.75 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 10, (VARIABLE RIGHT OF WAY), SAID POINT LYING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 17050.80 FEET; THENCE, DEPARTING THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36, PROCEED ALONG THE ARC OF THE CURVED NORTHERLY RIGHT OF WAY LINE OF SAID INTERSTATE 10, THROUGH A CENTRAL ANGLE OF 04 DEGREES 27 MINUTES 08 SECONDS, AN ARC DISTANCE OF 1324.92 FEET, (CHORD BEARING AND DISTANCE - SOUTH 73 DEGREES 13 MINUTES 03 SECONDS WEST, 1324.58 FEET; THENCE PROCEED NORTH 39 DEGREES 56 MINUTES 00 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 859.31 FEET; THENCE PROCEED SOUTH 50 DEGREES 04 MINUTES 27 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 53.68 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ANTIOCH ROAD, ALSO KNOWN AS P. J. ADAMS PARKWAY, (100.00 FOOT RIGHT OF WAY); THENCE, DEPARTING THE NORTHERLY RIGHT OF WAY LINE OF SAID INTERSTATE 10, PROCEED NORTH 39 DEGREES 56 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID ANTIOCH ROAD, ALSO KNOWN AS P. J. ADAMS PARKWAY, A DISTANCE OF 342.53 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE, DEPARTING THE EASTERLY RIGHT OF WAY LINE OF SAID ANTIOCH ROAD, ALSO KNOWN AS P. J. ADAMS PARKWAY, PROCEED SOUTH 87 DEGREES 51 MINUTES 48 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 787.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED, CONTAINING 26.75 ACRES, MORE OR LESS.

EXHIBIT B

Legal Description for 32531 Realty Partners II, LLC

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DESCRIPTION-SUBJECT PARCEL

(AS SURVEYED BY SOUTHERN ENGINEERING GROUP, PA)

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA; THENCE PROCEED NORTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, A DISTANCE OF 225.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 33 MINUTES 41 SECONDS EAST, A DISTANCE OF 808.03 FEET; THENCE PROCEED NORTH 37 DEGREES 13 MINUTES 20 SECONDS EAST, A DISTANCE OF 297.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1713.67 FEET, ALSO THE SOUTH RIGHT OF WAY OF WHITEHURST LANE (66 FOOT RIGHT OF WAY); THENCE PROCEED ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE A DISTANCE OF 281.92 FEET THROUGH A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 33 SECONDS (CHORD BEARING SOUTH 58 DEGREES 15 MINUTES 08 SECONDS EAST, CHORD DISTANCE 281.60 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 167.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE A DISTANCE OF 77.83 FEET THROUGH A CENTRAL ANGLE OF 26 DEGREES 42 MINUTES 13 SECONDS (CHORD BEARING SOUTH 49 DEGREES 36 MINUTES 48 SECONDS EAST, CHORD DISTANCE 77.13 FEET) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 36 DEGREES 15 MINUTES 41 SECONDS EAST, A DISTANCE OF 133.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 233.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE A DISTANCE OF 112.42 FEET THROUGH A CENTRAL ANGLE OF 27 DEGREES 38 MINUTES 41 SECONDS (CHORD BEARING SOUTH 50 DEGREES 05 MINUTES 02 SECONDS EAST, CHORD DISTANCE 111.33 FEET) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 63 DEGREES 54 MINUTES 22 SECONDS EAST, A DISTANCE OF 163.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 183.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE A DISTANCE OF 81.47 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 30 MINUTES 26 SECONDS (CHORD BEARING SOUTH 76 DEGREES 39 MINUTES 35 SECONDS EAST, CHORD DISTANCE 80.80 FEET) TO THE POINT OF TANGENCY; THENCE PROCEED SOUTH 89 DEGREES 24 MINUTES 48 SECONDS EAST, A DISTANCE OF 115.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 35.00 FEET; THENCE PROCEED ALONG THE ARC OF SAID CURVE A DISTANCE OF 54.89 FEET THROUGH A CENTRAL ANGLE OF 89 DEGREES 51 MINUTES 05 SECONDS (CHORD BEARING SOUTH 44 DEGREES 29 MINUTES 15 SECONDS EAST, CHORD DISTANCE 49.43 FEET) TO THE POINT OF TANGENCY, ALSO A POINT ON THE WEST RIGHT OF WAY OF GARRETT PIT ROAD (66 FOOT RIGHT OF WAY); THENCE PROCEED ALONG SAID GARRETT PIT ROAD RIGHT OF WAY SOUTH 00 DEGREES 26 MINUTES 17 SECONDS WEST, A DISTANCE OF 542.74 FEET; THENCE DEPARTING SAID RIGHT OF WAY PROCEED NORTH 89 DEGREES 51 MINUTES 30 SECONDS WEST, A DISTANCE OF 1021.89 FEET TO THE POINT OF BEGINNING; FOR A BOUNDARY CONTAINING 18.36 ACRES, MORE OR LESS.

PREPARED FOR:

KEN TAYLOR

SECTION: 36

TOWNSHIP: 3N

RANGE: 24W

COUNTY: OKALOOSA

RECORDED IN:

N/A

FIELD VOLUME: 741

PAGES: 38-39

PARTY CHIEF: AL

SURVEY DATE: 3/29/06

DRAWN BY: JMT

CHECKED BY:

NOT VALID
UNLESS BEARING
SURVEYOR'S
EMBOSSED SEAL.

Kermit H. George

11/17/06

DATE OF SIGNATURE

KERMIT H. GEORGE
FLORIDA L.S. #4150
FLORIDA L.B. #5024

JOB NUMBER:

21397

SHEET 1 OF 1

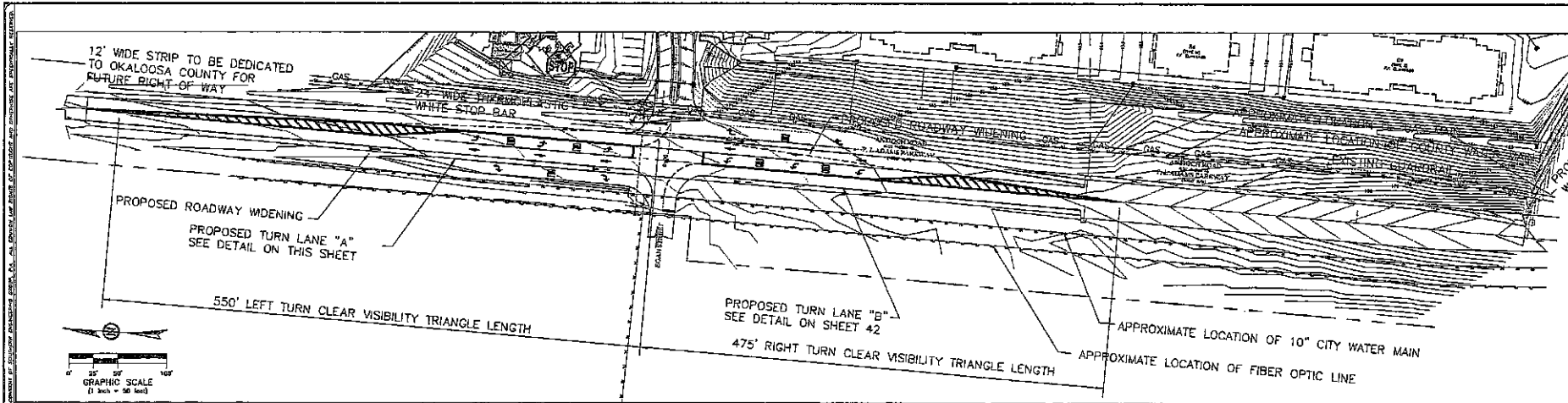
D-1438

EXHIBIT C

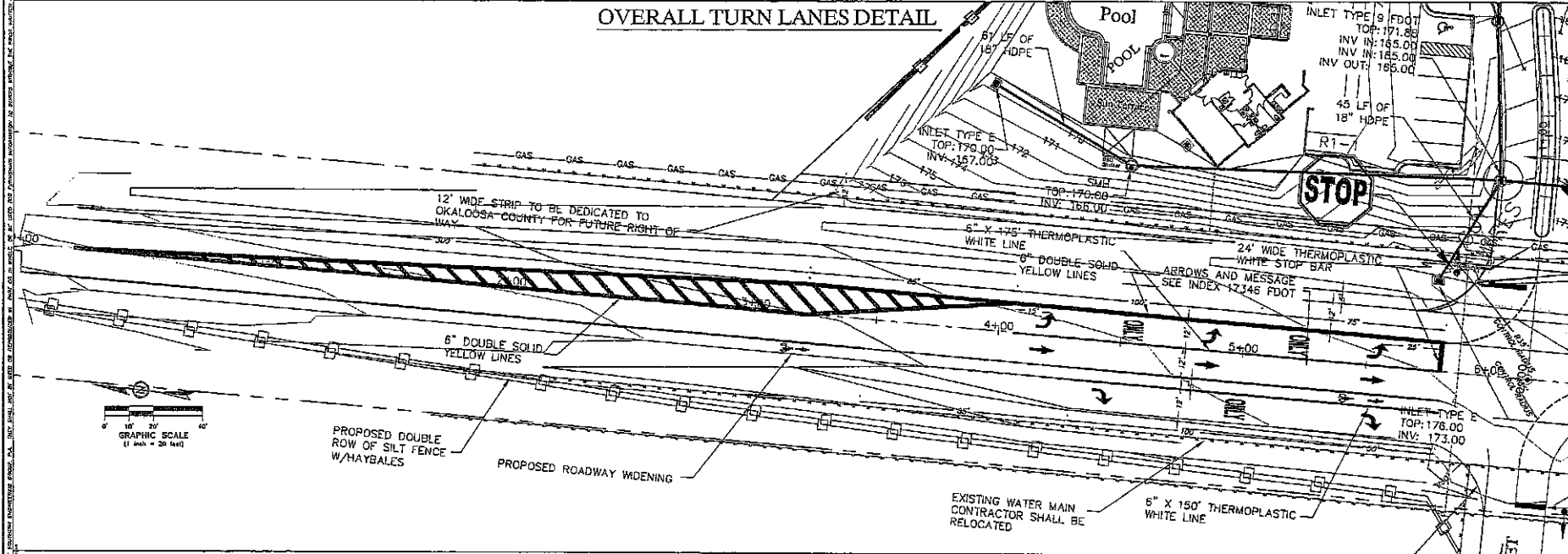
Addition of a 335 foot northbound right turn lane at US 90 and Antioch Road and 300 feet of additional roadway to the eastbound left turn lane (or dual left turn) at the intersection of P.J. Adams Parkway and SR 85

EXHIBIT D

#1923711v1



OVERALL TURN LANES DETAIL



TURN LANE "A"

SEE INDEX 301, 526 & 17346 FDOT BOOK 2006

NOTE: 1. SIGN AND PAVEMENTS MARKING SHALL BE ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND INDEX 17346 FDOT.
 2. EXISTING SIGN AND PAVEMENTS MARKING ALONG OF THE PROPOSED TURN LANES SHALL BE REMOVED BY CONTRACTOR.

SEI SOUTHERN ENGINEERING GROUP, P.A.
 CIVIL AND ENVIRONMENTAL ENGINEERING - SURVEYING
 1110 W. BURNING WOOD DRIVE
 TAMPA, FLORIDA 33613
 TEL: 813-281-2222
 FAX: 813-281-2223

TURN LANES

*Bel Aire Terrace
 Crestview, Florida*

DATE: 6/25/08
 DRAWN BY: JPC
 DESIGNED BY: JPC
 CHECKED BY:
 REVISIONS:

NO.	DATE	BY	REVISION
1	12/22/06	JPC	CONTRACT DOCUMENTS
2			
3			
4			
5			

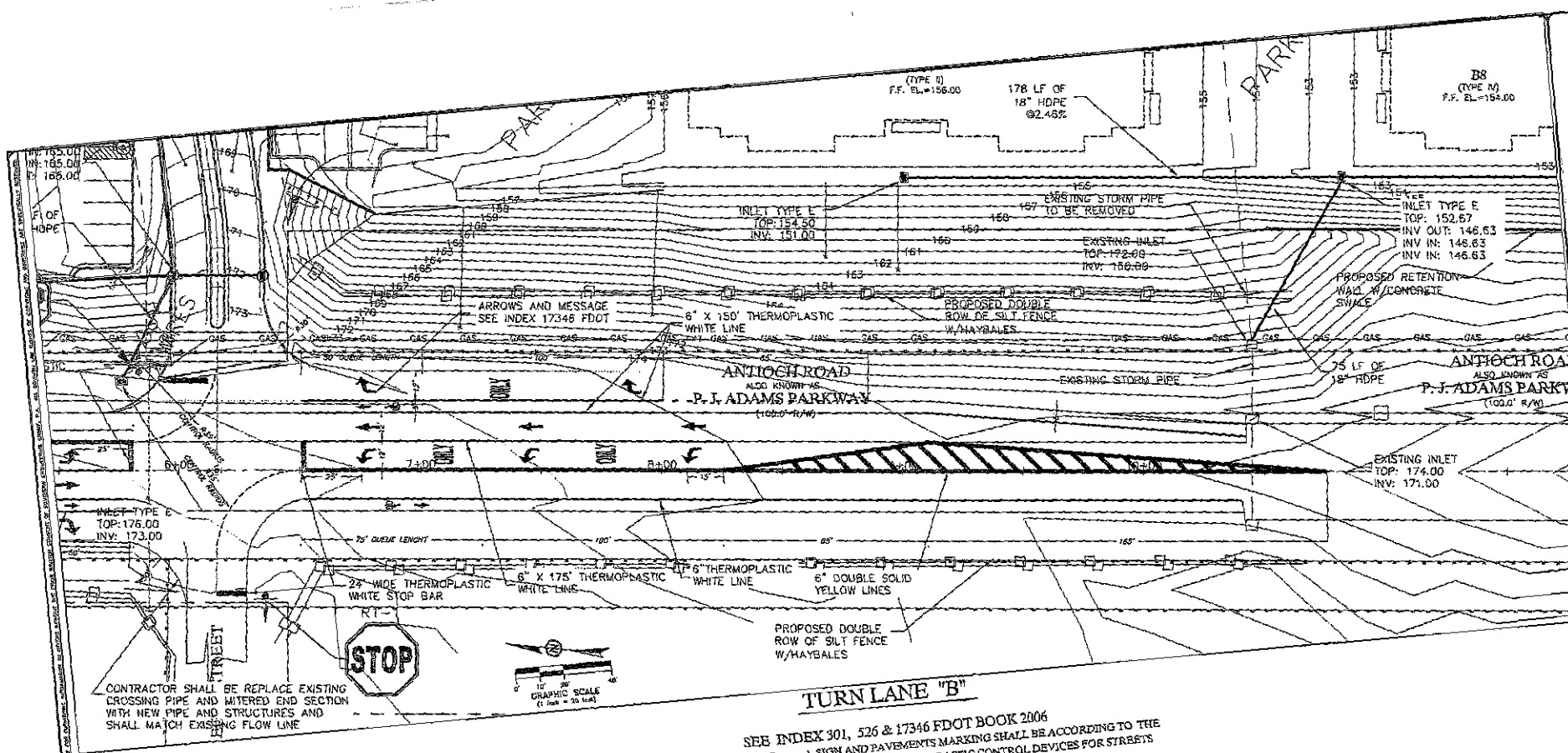
PLANS NOT VALID UNLESS BEARING ENGINEER'S EXERCISED SEAL AND SIGNATURE

DATE

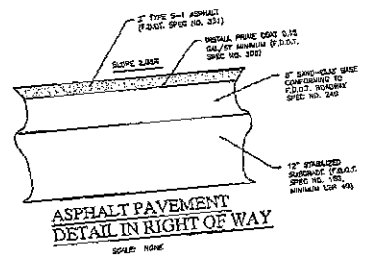
FORNEY M. GEORGE
 P.E. NO. 33812

DRAWING NUMBER:
890-40

SHEET 40 OF 44



SEE INDEX 301, 526 & 17346 FDOT BOOK 2006
 NOTE:
 1. SIGN AND PAVEMENTS MARKING SHALL BE ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND INDEX 17346 FDOT.
 2. EXISTING SIGN AND PAVEMENTS MARKING ALONG OF THE PROPOSED TURN LANES SHALL BE REMOVED BY CONTRACTOR.



southern
 ENGINEERING GROUP, P.A.
 1000 W. UNIVERSITY AVENUE, SUITE 100
 TAMPA, FLORIDA 33606
 PHONE: (813) 288-1111
 FAX: (813) 288-1112
 WWW: WWW.SOUTHERN-ENG.COM

TURN LANES
 Bel Aire Terrace
 Crestview, Florida

DATE: 8/25/08
 DRAWN BY: JMG
 DESIGNED BY: JMG
 CHECKED BY:
 APPROVED BY:

NO.	DATE	BY	REVISION

PLEASE PRINT VALID LICENSE NUMBER, EXPIRES DATE, AND SIGNATURE

DATE:
 REVIEWED BY: GREGORY P. MCGEE
 P.E. NO. 30813
 DRAWING NUMBER:
890-41
 SHEET 41 OF 44

Exhibit B

Turn OFF POPUP BLOCKER Before Printing.



MAP PROJECTION:
Lambert Conformal Conic
Projection Stateplane: Florida
North (8903) 1983 (90) North
American Datum IPGH, 1988 North
American Vertical Datum

PUBLIC RECORD:
This map is in the public domain
pursuant to Chapter 119, Florida
Statutes.

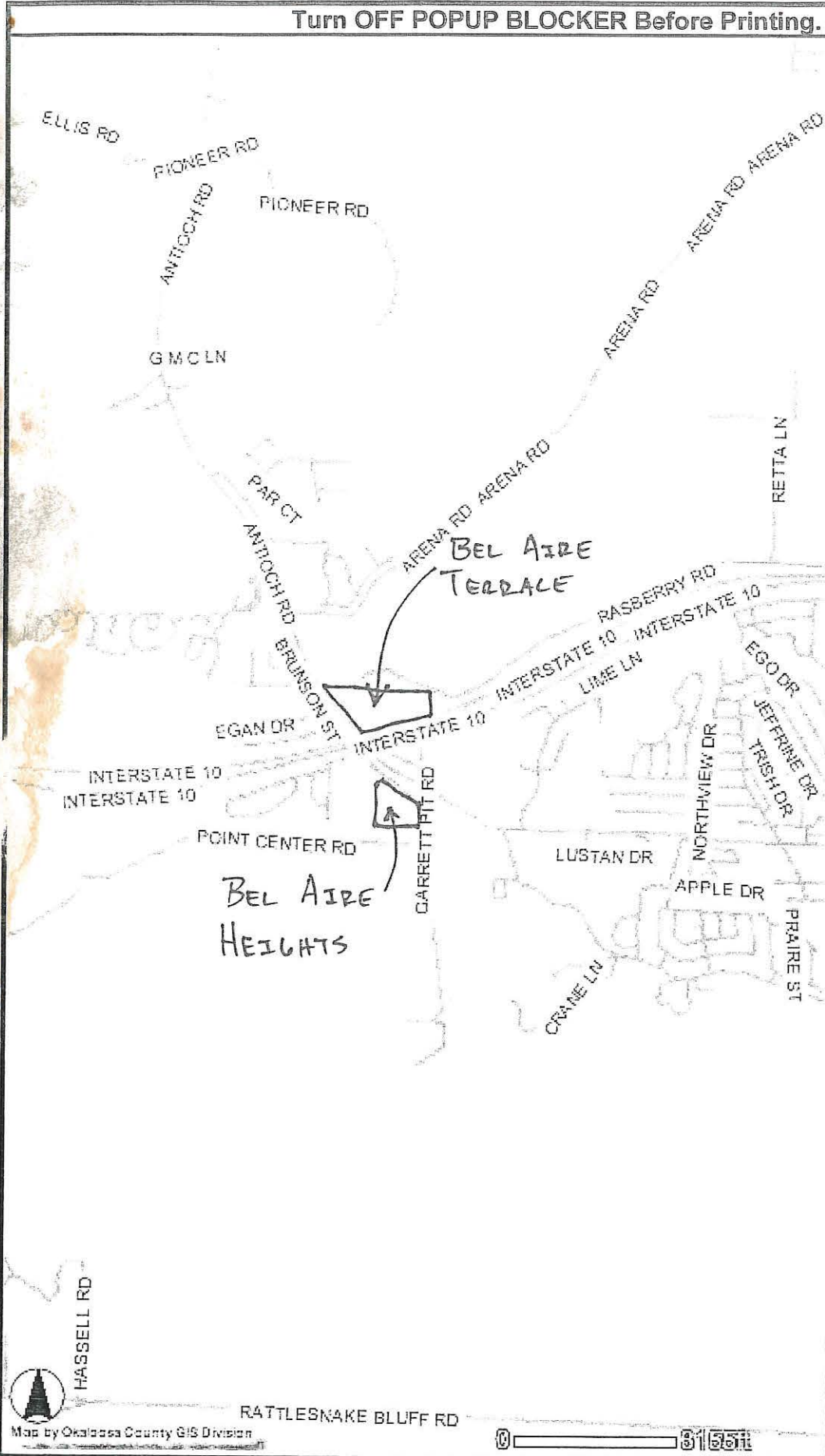
DISCLAIMER:
Okaloosa County hereby expressly disclaims
any liability for errors or omissions in these
maps, indexes or legends.

THIS IS NOT A SURVEY

Legend

Street Names

City Limits



HASSELL RD

RATTLESNAKE BLUFF RD

Map by Okaloosa County GIS Division

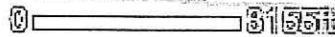


Exhibit C

Jason Autrey

From: Stewart, Greg [gstewart@ngn-tally.com]
Sent: Wednesday, January 31, 2007 8:08 AM
To: Jason Autrey
Subject: RE: Crestview Infrastructure Agreement

I looked at the agreement and it appears to be the same as the last approved draft. It is a go.

From: Jason Autrey [mailto:jautrey@co.okaloosa.fl.us]
Sent: Wednesday, January 31, 2007 8:44 AM
To: Stewart, Greg
Subject: FW: Crestview Infrastructure Agreement

Second try.

From: Jason Autrey
Sent: Tuesday, January 30, 2007 3:10 PM
To: 'Stewart, Greg'
Subject: Crestview Infrastructure Agreement

Greg,

Attached is a copy of the final agreement that was sent to me via FedEx from Jose. I wanted to make sure that this was commensurate with our discussions prior to placing it on the Agenda. Please let me know if this works for you.

Thanks again for all your help with this,

Jason