

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/20/2017

Contract/Lease Control #: C17-2512-GM

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CURRIE LAKES, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 1/03/2017

Expiration Date: 01/03/2022

Description of Contract/Lease: ESTABLISH DEVELOPMENT RIGHTS & OBLIGATIONS OF DEVELOPER, CURRIE LAKES

Department: GM

Department Monitor: KAMPERT

Monitor's Telephone #: 850-651-7180

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

Closed:

Cc: Finance Department Contracts & Grants Office

## CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____	Tracking Number: _____
Contractor/Lessee Name: <u>Currie Lakes LLC, a Florida limited liability company</u> Grant Funded: YES ___ NO <u>x</u>	
Purpose: <u>Establish development rights and obligations of developer, Currie Lakes</u>	
Date/Term: <u>Expires 12/20/21 with option for 5 year renewal</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$230,696 as specified in agreement</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>Growth Management</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Kampert</u>	
Document has been reviewed and includes any attachments or exhibits.	

### **Purchasing Review**

Procurement requirements are met:	
<u>see email dated Dec. 12, 2016</u>	Date: <u>Dec. 12, 2016</u>
Purchasing Director or designee	

### **Risk Management Review**

Approved as written:	
<u>See email dated Dec. 12, 2016</u>	Date: <u>Dec. 12, 2016</u>
Risk Manager or designee	

### **County Attorney Review**

Approved as written:	
<u>See email dated Dec. 12, 2016</u>	Date: <u>Dec 12, 2016</u>
County Attorney	

Following Okaloosa County approval:

### **Contracts & Grants**

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

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, December 12, 2016 2:49 PM  
**To:** Elliot Kampert; Zan Fedorak; Laura Porter; Krystal King  
**Cc:** Greg Stewart; Scott Bitterman  
**Subject:** RE: Currie Lakes Development Agreement Coordination sheet

This is approved for legal purposes.

**From:** Elliot Kampert [mailto:ekampert@co.okaloosa.fl.us]  
**Sent:** Monday, December 12, 2016 3:39 PM  
**To:** Parsons, Kerry; Zan Fedorak; Laura Porter; Krystal King  
**Cc:** Greg Stewart; Scott Bitterman  
**Subject:** Currie Lakes Development Agreement Coordination sheet  
**Importance:** High

Good afternoon,

I don't know whether a coordination sheet is needed for a development agreement, but in case one is, I have attached for your consideration a coordination sheet for the Currie Lakes Development Agreement along with the Agreement itself.

We would like to get this on the BCC Agenda for the 20<sup>th</sup> if at all possible.

Thanks,

Elliot

Elliot L. Kampert, AICP; Director  
Okaloosa County Growth Management Department  
1250 Eglin Parkway N Room 319  
Shalimar, FL 32579  
850-651-7180

**Please note:** Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

**From:** Laura Porter  
**Sent:** Monday, December 12, 2016 4:33 PM  
**To:** Elliot Kampert; 'Parsons, Kerry'; Zan Fedorak; Krystal King  
**Cc:** Greg Stewart; Scott Bitterman  
**Subject:** RE: Currie Lakes Development Agreement Coordination sheet

If a coordination sheet is needed, I have reviewed the agreement and will approve for Risk Management purposes.

Laura J. Porter  
Risk Manager  
Risk Management Department  
Okaloosa County Board of County Commissioners  
5649-B Old Bethel Road  
Crestview, FL 32539  
Office: (850) 689-5979 Fax: (850) 689-5973  
Email: [lporter@co.okaloosa.fl.us](mailto:lporter@co.okaloosa.fl.us)

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**From:** Elliot Kampert  
**Sent:** Monday, December 12, 2016 2:39 PM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>; Zan Fedorak <[zfedorak@co.okaloosa.fl.us](mailto:zfedorak@co.okaloosa.fl.us)>; Laura Porter <[lporter@co.okaloosa.fl.us](mailto:lporter@co.okaloosa.fl.us)>; Krystal King <[kking@co.okaloosa.fl.us](mailto:kking@co.okaloosa.fl.us)>  
**Cc:** Greg Stewart <[gstewart@co.okaloosa.fl.us](mailto:gstewart@co.okaloosa.fl.us)>; Scott Bitterman <[sbitterman@co.okaloosa.fl.us](mailto:sbitterman@co.okaloosa.fl.us)>  
**Subject:** Currie Lakes Development Agreement Coordination sheet  
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Shalimar, FL 32579  
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**From:** Zan Fedorak  
**Sent:** Monday, December 12, 2016 3:33 PM  
**To:** Elliot Kampert  
**Subject:** RE: Currie Lakes Development Agreement Coordination sheet

Elliot,

There is no Purchasing element on a development agreement. You may attach this email to your coordination sheet.

Thanks,  
Zan

**From:** Elliot Kampert  
**Sent:** Monday, December 12, 2016 2:39 PM  
**To:** 'Parsons, Kerry' <KParsons@ngn-tally.com>; Zan Fedorak <zfedorak@co.okaloosa.fl.us>; Laura Porter <lporter@co.okaloosa.fl.us>; Krystal King <kking@co.okaloosa.fl.us>  
**Cc:** Greg Stewart <gstewart@co.okaloosa.fl.us>; Scott Bitterman <sbitterman@co.okaloosa.fl.us>  
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Okaloosa County Growth Management Department  
1250 Eglin Parkway N Room 319  
Shalimar, FL 32579  
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## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this 3<sup>rd</sup> day of January, 2017, by and between the Okaloosa County Board of County Commissioners (the "County") and Currie Lakes LLC, a Florida limited liability company (the "Developer") for the purpose of establishing development rights of the Developer 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, ensuring 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, which states 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.*

*(3) In conformity with, in furtherance of and to implement the Local Government Comprehensive Planning and Land Development Regulation Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.*

*(4) This intent is effected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of ss. 163.3220-163.3243.*

*(5) Sections 163.3220 - 163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing.*

**WHEREAS**, the Okaloosa County Land Development Code has been adopted by Ordinance No. 91-1, as amended, and does contain section 1.11.05 "Development Agreement" which specifically authorizes the County to enter into development agreements with developers; and

**WHEREAS**, the Developer wishes to develop a 160-lot single-family residential development project which will be comprised solely of residential and accessory uses; and

**WHEREAS**, The Developer has control of a 108+/- acre parcel of property (the "Property") located at 2681 Lake Silver Road, Crestview, Florida, which possesses the required characteristics to accommodate the proposed general plan for development of the Property which has been submitted by the Developer under the name of Currie Lakes ("the Project"); and

**WHEREAS**, the Property is currently zoned by the County for residential use and the Developer has submitted a development order application with the County, which seeks to develop to an extent which is less than the maximum development density allowed for the (R-1) zoning district; and

**WHEREAS**, The Project will be developed in up to three (3) phases over a period of years and therefore the Developer is desirous of agreeing upon and memorializing its development rights with regard to the Property in contractual terms; 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 acceptable to 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, 2016 and January 3, 2017 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 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, Currie Lakes, LLC a Florida limited liability company, and its lawful successors in title and interest.
- 2.4 "Land Development Code" means the Okaloosa County Land Development Code, Ordinance No. 91-1, and subsequently amended
- 2.5 "Maintenance" means servicing, support, and upkeep of all infrastructure 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, Currie Lakes, and all supporting uses and amenities authorized by this Agreement, as more particularly described herein.
- 2.8 "Property" means the real property proposed to be developed consisting of the 108+/- acre parcel on Lake Silver Road, located at address 2681 Lake Silver Road, Crestview, Florida.
- 2.9 "Right-of-way" means that 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 listed as follows and contains the following three (3) parcels:
1. 29-4N-23-0000-0002-0000
  2. 29-4N-23-0000-0016-0020
  3. 29-4N-23-0000-0016-0000

3.2 **Duration of Agreement** – The duration of this Agreement shall be for five (5) years commencing with the effective date of this Agreement. This Agreement may be extended by the mutual consent of the parties for an additional five (5) years.

3.3 **Development Uses**

(a) The parties do hereby agree that the Developer intends to develop a residential development consisting of a maximum of 160 single-family units and all associated roadways, storm water treatment, landscaping, and other improvements as may be required by the Land Development Code; and could, but are not obligated to, build and develop accessory uses and structures including storage areas, parking lots and/or garages. Building density shall be no more than four (4) units per acre, and building height shall not exceed 45 feet.

(b) The Project described in section 3.3 (a) may be developed in up to three (3) phases through the terms of this Agreement. Prior to the development of each phase, the Developer shall submit to the County all notices and/or contributions provided for in this Agreement. Development authorized by this Agreement shall be in conformance with the terms of this Agreement. The proposed phases include fifty (50) lots for Phase 1, fifty-four (54) lots for Phase 2, and fifty-six (56) lots for Phase 3.

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 -**

Collection service for the Project will be in accordance with the franchise agreement between Okaloosa County and the franchised hauler.

**B. Storm Water management**

The Developer shall design and construct or cause to be constructed at its expense, a storm water management system to serve all parcels within the project boundary. All storm water 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 Owners Association. The County will not be responsible for any construction or maintenance costs associated with the storm water drainage system within the Project unless it is dedicated as a public facility and formally accepted after the completion of the required bonding and warranty period. The project-wide system is intended to provide the primary treatment capacity for all development within the Project.

**C. Transportation and Roads**

1. The Developer has submitted to the County a comprehensive Traffic Impact Analysis for the Project, prepared by Westerra Development, Inc., 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.

2. The proposed PM Peak-Hour trips resulting from the development of the Project (160 trips) exceeds the capacity available along segments of State Road 85. The parties have agreed that the Developer may address the capacity constraints in the impact area through an in-kind contribution of a turn lane (deceleration lane) along Lake Silver Road into the Project, as more fully set forth in Section 3.4.C.4(b) below, and cash contributions which the County will apply directly to two separate Capital Improvement Projects: the paving of the existing Fairchild Road; and the widening of the existing P. J. Adams Parkway projects, as set forth below in Sections 3.4.C.4(a), (b), and (c) below (collectively, the "Mitigation Payment").
3. In consideration of the Mitigation Payment, which provides value and capacity enhancement to the County roadway system, the County agrees to reserve a total trip capacity of five (5) P.M. Peak-Hour trips in relation to the segment of State Road 85 (from the Beginning of the 2-lane segment to Senterfitt Road); fifty-nine (59) P.M. Peak-Hour trips in relation to the segment of State Road 85 (from Stillwell Boulevard to Old Bethel Road / Airport Road); and, twenty-nine (29) P.M. Peak-Hour trips in relation to the segment of State Road 85 (from Antioch Road to Hugo Lane), which are to be primarily impacted by said trips. There are a total of  $(5 + 59 + 29) = 93$  impacted trips within these segments of State Road 85.
4. The total budgeted construction cost of the Fairchild Road project is \$2,500,000, which will create one-thousand four-hundred forty (1,440) trips. And, the total budgeted construction cost of Phase I of the P.J. Adams Parkway project is \$5,300,000, which will create one-thousand eight-hundred eighty-one (1,881) trips. Based on the proportionate share of the total budgeted construction costs for the Fairchild Road project, as well as Phase I of the P.J. Adams Parkway project (related to the total impacted trips within the segments of State Road 85, listed above), the parties agree that the Developer's total Mitigation Payment amount is Two-Hundred Thirty-Thousand Six-Hundred Ninety-six Dollars (\$230,696), which will be paid as follows:
  - a) Phase 1 of the Project accounts for 50 Trips (of the total 160 Project Trips). The proportion of these Phase 1 Project Trips, when applied to the total Impacted State Road 85 P.M. Peak-Hour Project Trips (93 Impacted P.M. Peak-Hour Project Trips) is equivalent to  $(50/160 \times 93) = 29$  P.M. Peak-Hour Project Trips. The proportionate share of these Project Phase 1 P.M. Peak-Hour Trips will be allocated to the County's Fairchild Road project. Therefore, prior to the recording of the final plat for Phase 1, the Developer shall submit to the County payment in the amount of Fifty-Thousand Three-Hundred Forty-four Dollars (\$50,344).
  - b) The County's Fairchild Road project will be completed before this Project's Phase 2 begins. Therefore, the remaining Mitigation Payment calculations shall be proportionate to the costs of the County's P.J. Adams Parkway widening project. Phase 2 of the Project accounts for 54 Trips (of the total 160 Project Trips). The proportion of these Phase 2 Project Trips, when applied to the total Impacted State Road 85 P.M. Peak-Hour Project Trips (93 Impacted P.M. Peak-Hour Project Trips) is

equivalent to  $(54/160 \times 93) = 31$  P.M. Peak-Hour Project Trips. The proportionate share of these Project Phase 2 P.M. Peak-Hour Trips will be allocated to the County's P.J. Adams Parkway widening project. Therefore, prior to the recording of the final plat for Phase 2, the Developer shall submit to the County payment in the amount of Thirty-seven- Thousand Three-Hundred Fifty-Eight Dollars (\$37,358) as well as design, construct and dedicate a deceleration/turn lane from Lake Silver Road into the main entrance road of the Project. The agreed-upon value of this in-kind contribution is Fifty-Thousand Dollars (\$50,000).

- c) Phase 3 of the Project accounts for 56 Trips (of the total 160 Project Trips). The proportion of these Phase 3 Project Trips, when applied to the total Impacted State Road 85 P.M. Peak-Hour Project Trips (93 P.M. Peak-Hour Project Trips) is equivalent to  $(56/160 \times 93) = 33$  P.M. Peak-Hour Trips. The proportionate share of these Project Phase 3 P.M. Peak-Hour Trips will be allocated to the County's P.J. Adams Parkway widening project. Therefore, prior to the recording of the final plat for Phase 3, the Developer shall submit to the County payment in the amount of Ninety-two-Thousand Nine-hundred Ninety-four Dollars (\$92,994).
  - d) In the event the Developer chooses to develop the Project in less than three (3) phases, the payment due to the County will be pro-rated based on the ratio of the number of lots requested to be developed.
- 5. The Developer shall provide improvements required to satisfy all traffic related operational considerations associated with the development.
  - 6. The Developer shall construct or cause to be constructed a roadway system that will either be private or dedicated to the County within the Project, which will be available to serve all primary and accessory uses. As such, the roadway system shall either be owned and maintained as a public roadway system by the County or as a private common element of the Project by the Owners Association. The County will not be responsible for any construction or maintenance costs associated with the internal roadways of the Project unless they are dedicated to the County and formally accepted after the completion of the required bonding and warranty period. The roadway will be designed and constructed to County standards. As all roads will be low-speed and low-volume, all roads within the development shall be considered local roadways as defined in Section 6.03.03 (c) of the Okaloosa County Land Development Code.
- D. Parks and Recreational Facilities** - The Developer shall satisfy concurrency requirements for parks and recreational facilities as provided in Section 6.07 of the Land Development Code.
  - E. Potable Water** - Potable water will be provided by Auburn Water System which has verified it has capacity to serve the proposed development.
  - F. Sanitary Sewer** – As public central sewer service is not currently available to serve the subject parcels, sewage treatment will be provided through the installation of on-site treatment systems as approved by the Florida Department of Health. When public central sewer service becomes available to serve the subject parcels, they shall connect

to that central sewer system, in accordance with the law. It shall be the developer's responsibility to insure that all internal infrastructure is available to enable connection to central sewer when it becomes available.

**3.5 Consistency**

The development authorized by this Agreement is consistent with the goals, objectives, and policies of the Comprehensive Plan, and applicable development regulations in effect at the time of the execution of this Agreement.

**3.6 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.

**3.7 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.

**3.8 Reliance**

The parties hereto do 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 the land and 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 of requirements contained in this Agreement, the County shall provide written notice to the Developer of his 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 effective 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: (Name and Address)

Currie Lakes, LLC  
2681 Lake Silver Rd.  
Crestview, Florida 32536

As to the County: (Name and Address)

Elliot Kampert  
Growth Management Director  
Okaloosa County, Florida  
1250 N Eglin Parkway, Suite 301  
Shalimar, Florida 32579

And a copy to:

County Attorney:  
Gregory T. Stewart  
County Attorney  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have set their hands and seals this 3rd day of January, 2017.

OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

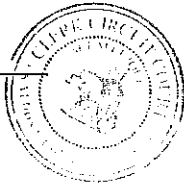
By Carolyn N. Ketchel  
Carolyn N. Ketchel  
Chairman, Board of County Commissioners



ATTEST:

APPROVED AS TO LEGAL SUFFICIENCY:

J.D. Peacock II  
J.D. Peacock II  
Clerk of Circuit Court



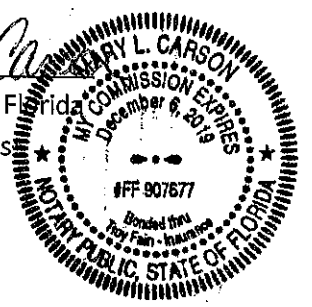
Gregory T. Stewart  
Gregory T. Stewart  
County Attorney

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 3 day of January, ~~2016~~ 2017, by Carolyn N. Ketchel ~~Charles K. Windes, Jr.~~, as Chairman of the OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of the Board, who is personally known to me.

*NCarson, BCC Record*

Mary L. Carson  
Notary Public, State of Florida  
My Commission Expires



ATTEST:

DEVELOPER

Teri L. Moore  
Teri L. Moore

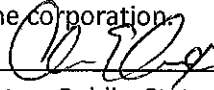
Currie Lakes, LLC, a Florida limited liability company

Barbara Starnes  
Barbara Starnes

By Nola D. Thomas  
Nola D. Thomas, Member of Currie Lakes, LLC

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December, 2016, by Nola D. Thomas, authorized member of Currie Lakes, LLC who is personally known to me to be the person described in and who executed the foregoing instrument as a manager for a limited liability corporation organized under the laws of the State of Florida and authorized to transact business in the State of Florida. She has acknowledged before me that she executed the foregoing instrument as such office in the name and on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: Aug 13, 2019

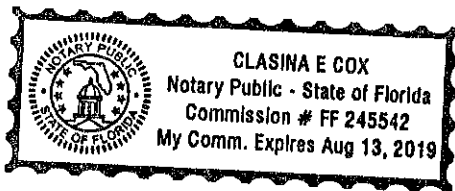




EXHIBIT A

LEGAL DESCRIPTION OF THE PROJECT BOUNDARY

Description (Official Records Book 3111, Pages 4886-4887)

SE 1/4 OF NW 1/4, SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST. TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND THE INSTALLATION OF PUBLIC UTILITIES OVER AND ACROSS THE WEST 30 FEET OF THE NE 1/4 OF THE SW 1/4 OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST.

Description (Official Records Book 3111, Pages 4883-4885)

NE 1/4 OF THE SW 1/4 , SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS, AND THE INSTALLATION OF PUBLIC UTILITIES OVER AND ACROSS THE WEST 30 FEET THEREOF.

Description (Official Records Book 2904, Page 2187)

SE 1/4 OF THE SW 1/4, SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, LESS AND EXCEPT PARTS PREVIOUSLY CONVEYED.

Description (Official Records Book 2680, Page 1667)

BEGINNING AT THE NW CORNER OF NW 1/4 OF SE 1/4 OF SW 1/4, SECTION 29, TOWNSHIP 4 NORTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA; THENCE SOUTH 60 YARDS, THENCE EAST 80 YARDS, THENCE NORTH 60 YARDS, THENCE WEST 80 YARDS TO THE POINT OF BEGINNING.

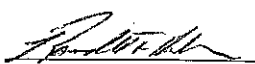
EXHIBIT B  
TRAFFIC IMPACT ANALYSIS

**Transportation Concurrency Analysis for  
Currie Lakes,  
A Residential Subdivision  
  
Okaloosa County, Florida**

**Prepared for:  
  
Okaloosa County Public Works Department  
  
Okaloosa County, Florida**

**Prepared by:  
  
Westerra Development, Inc.  
321 North Main Street  
Crestview, FL 32536  
(850) 682-6321  
FL C.A. No. 26445**

**Date:  
  
July 29, 2016**

  
Randall T. Hilburn  
Florida P.E. No. 56183  
07/29/16  
Date

## **Project Summary**

The project site of the proposed Currie Lakes residential subdivision is located on the north side of Lake Silver Road, approximately 1.0 miles west of State Road 85 in the northern portion of unincorporated Okaloosa County, Florida. The proposed project will be accessed directly from Lake Silver Road (at a location which is across the roadway from the entrance to the existing Silver Oaks residential subdivision). The proposed project will also be accessed from Currie Road, which connects to Lake Silver Road (at a location which is approximately 0.25 miles west of the proposed project entrance listed above). The project site encompasses 107.67 acres. The existing conditions of the project site include a single-family residence and a large former family-run agricultural farm. The proposed conditions for the project site include 160 single-family detached residences, along with the necessary roadways and stormwater management system. Figure 1 shows the Vicinity Map for the project site.

## **Existing and Committed Traffic**

The traffic information for the existing conditions was obtained from the Florida Department of Transportation (FDOT). The FDOT's traffic information was released in March, 2015 for traffic counts which were collected during 2014. This is the most recent published information from FDOT. The traffic information which is used in this analysis originates from FDOT's Site Number 570139, which is located on State Road 85, approximately 0.030 miles north of Lake Silver Road. For this analysis, the daily traffic counts (average annual daily traffic, or AADT) were converted to peak-season, peak-hour traffic conditions. The conversion factors used to convert AADT to peak-hour trips are the K-Factor and the D-Factor, which were provided by FDOT. See Table 1 for the existing traffic information provided by FDOT for Site Number 570139. As shown in Table 1, the Average Annual Daily Traffic (AADT) for this site is 9,900. The provided K-Factor is 11.97. Therefore, the peak-hour volume is 1,185 trips.

The Okaloosa County Public Works Department provided traffic data for the "committed" projects, which are those projects which have been approved by the County as of December 2015 but have not been constructed yet. The committed traffic information was used in the roadway segment Level of Service Analysis (described later).

## **Trip Generation for Project Site**

In an effort to calculate the number of peak-hour trips which will be generated by the proposed project improvements, the peak-hour trips have been calculated using the Institute of Traffic Engineer's (ITE) *Trip Generation Manual, 9<sup>th</sup> Edition*. The Trip generation for the PM peak-hour is shown in Table 2. The total PM peak-hour trip generation for the project site is 160 trips. Of these PM peak-hour trips, 101 trips are distributed from the roadway system to the project site, and 59 trips are distributed from the project site to the roadway system. See Figure 2 for the PM peak-hour trip distribution within the major segments of the roadway network. As shown in Figure 2, ninety (90) PM peak-hour peak-direction trips are distributed from the roadway system to the project site.

## **Trip Distribution**

The Project traffic was assigned to the surrounding roadway network system using existing traffic patterns and local knowledge of the area's traffic circulation. The Project traffic distribution is shown in Figure 2.

## Level of Service Analysis

The Level of Service analysis is shown in Table 3 for State Road 85. For this analysis, the peak-hour service volumes were determined using the generalized tables from the 2013 FDOT Quality/Level of Service Handbook, as well as the traffic count data provided by FDOT for different segments of State Road 85. As shown in Table 3, State Road 85 is projected to have traffic loads which may potentially exceed the maximum service volumes found in the FDOT generalized tables. These potential over-capacity segments of the roadway are existing deficiencies which are not caused by this proposed project. Note that the segment of State Road 85 from the beginning of the 2-lane road segment to Senterfitt Road includes "committed" trips associated with two projects which are not active projects. The Heritage Plantation project and the Preserve at Campton project (which were approved in 2005 and 2006, respectively) were never constructed and are not active projects. However, the committed trips for these projects is still being reported by Okaloosa County; and therefore, these committed trips are included in this analysis.

In order to mitigate the proposed project's impact upon the roadway system, the applicant proposes to enter into a Development Agreement with Okaloosa County. One proposed mitigation item that the applicant proposes is to provide a deceleration lane on Lake Silver Road at the entrance to the project site. This deceleration lane is being proposed in order to reduce the delay for westbound traffic on Lake Silver Road during the PM peak-hour travel (which is the predominant direction of travel during this period). Additionally, as part of the project-specific improvements, the applicant proposes to provide the paving of a portion of Currie Road (from Lake Silver Road to the project's other entrance). This will provide an additional means of entering the project for the westbound PM peak-hour travelers who will reside within the proposed project. Lastly, the applicant proposes to provide a cash contribution to Okaloosa County to be directly applied to two separate on-going Capital Improvement Projects, which will provide value and capacity enhancement to the County roadway system. One of the CIP projects is the paving of the existing Fairchild Road. The other CIP project is the widening of the existing P.J. Adams Parkway roadway system.

## Conclusion

A traffic impact analysis was conducted for the proposed Currie Lakes project, which will be located on the north side of Lake Silver Road, approximately 1.0 miles west of State Road 85 in the northern portion of unincorporated Okaloosa County, Florida. Summary items of this analysis are as follows:

1. The developer will construct a right turn (deceleration) lane in the west-bound direction into the project to reduce the delay for west-bound travelers on Lake Silver Road in the PM peak-hour, peak-direction traffic.
2. Portions of State Road 85 are projected to be deficient for the PM peak-hour traffic prior to the addition of the Project traffic.
3. These same segments along State Road 85 will be deficient after the addition of the Project traffic.
4. The following segments along State Road 85 (within unincorporated Okaloosa County) will be affected most by the Project traffic:
  - a. The Beginning of the 2-Lane Segment – to – Senterfitt Road (PM peak-hour, peak-direction trips for the Project = 5 trips)
  - b. Stillwell Blvd. – to – Old Bethel Rd./Airport Rd. (PM peak-hour, peak-direction trips for the Project = 59)
  - c. Antioch Rd. – to – Hugo Lane (PM peak-hour, peak-direction trips for the Project = 29 trips)

5. The total number of Project trips impacting the segments of State Road 85, within unincorporated Okaloosa County, are  $(5 + 59 + 29) = 93$  trips.
6. The developer proposes to mitigate these project-impacted trips with a Development Agreement with Okaloosa County.

Okaloosa Map

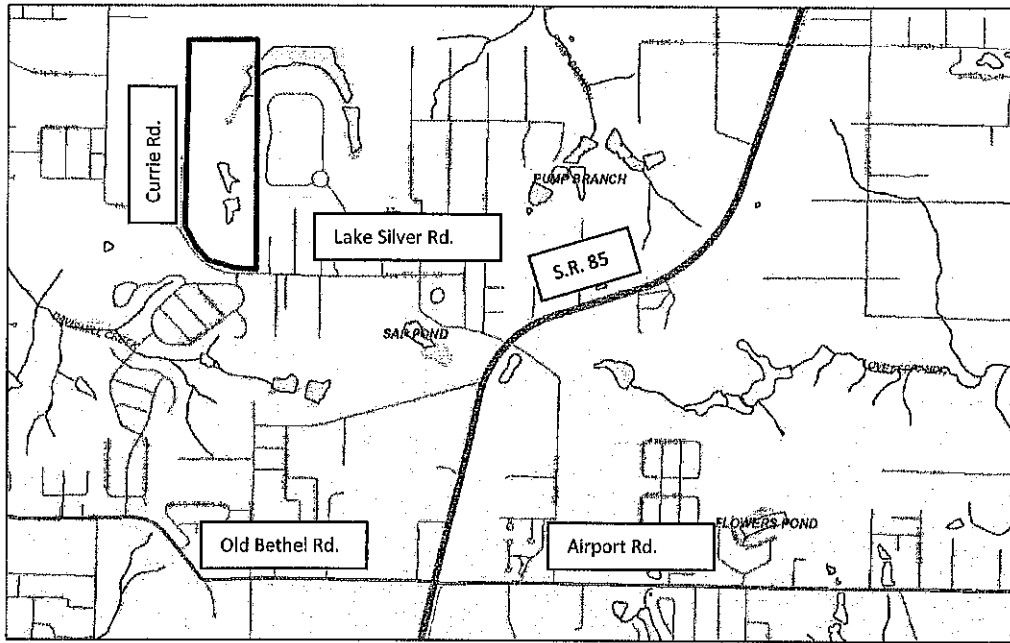


Figure 1. Vicinity Map

Table 1. Existing Traffic Information

FEATURE	DATA
FDOT Traffic Site	570139
Description	SR 85 – 0.03 Mi N of Lake Silver Rd.
Section	57060000
Milepoint	3.541
AADT	9,900
K-Factor	11.97
D-Factor	60
T-Factor	6.2

Table 2. PM Peak-Hour Trip Generation for Proposed Project

Development Type	Size	Equation	PM Peak-Hour Trips	Enter/Exit Split	Enter/Exit Trips
ITE Code 210 Single-Family Detached Housing	160 Dwelling Units	$\ln(T) = 0.90 \ln(X) + 0.51$	160	63% Enter 37% Exit	101 Enter 59 Exit



Table 3. Concurrency Level of Service Analysis for State Road 85

Road	Segment		Dir	Peak Dir.	2014 FDOT Counting Site Information						Committed PM Peak-Hr Traffic	Existing + Committed Traffic	Project Traffic in Segment	Project Traffic Assignment (of 101 enter & 59 exit)	Total Future Traffic	Remaining Service Volume	Project Traffic as a % of Service Volume
	From	To			Site No.	AADT	K	D	PM Peak-Hr Service Volume	Existing PM Peak-Hr Directional Traffic							
State Road 85	Beginning of 2-Lane Segment	Senterfitt Road	SB	Peak	0356, 0139	6,805	9.5	55.4	646	288	635	923	10	10%	933	(287)	1.5%
			NB							358	1,038	1,396	5	9%	1,401	(755)	0.4%
	Stillwell Blvd.	Old Bethel Rd	SB	Peak	1603	24,000	9.0	51.9	2,160	1,039	812	1,851	31	53%	1,882	278	1.4%
			NB							1,121	1,294	2,415	53	52%	2,468	(308)	2.5%
	Antioch Rd.	Hugo Ln.	SB	Peak	0088, 1607	41,000	9.0	59.6	3,690	1,491	453	1,944	1	2%	1,945	1,745	0.03%
			NB							2,199	744	2,943	19	19%	2,962	728	0.5%

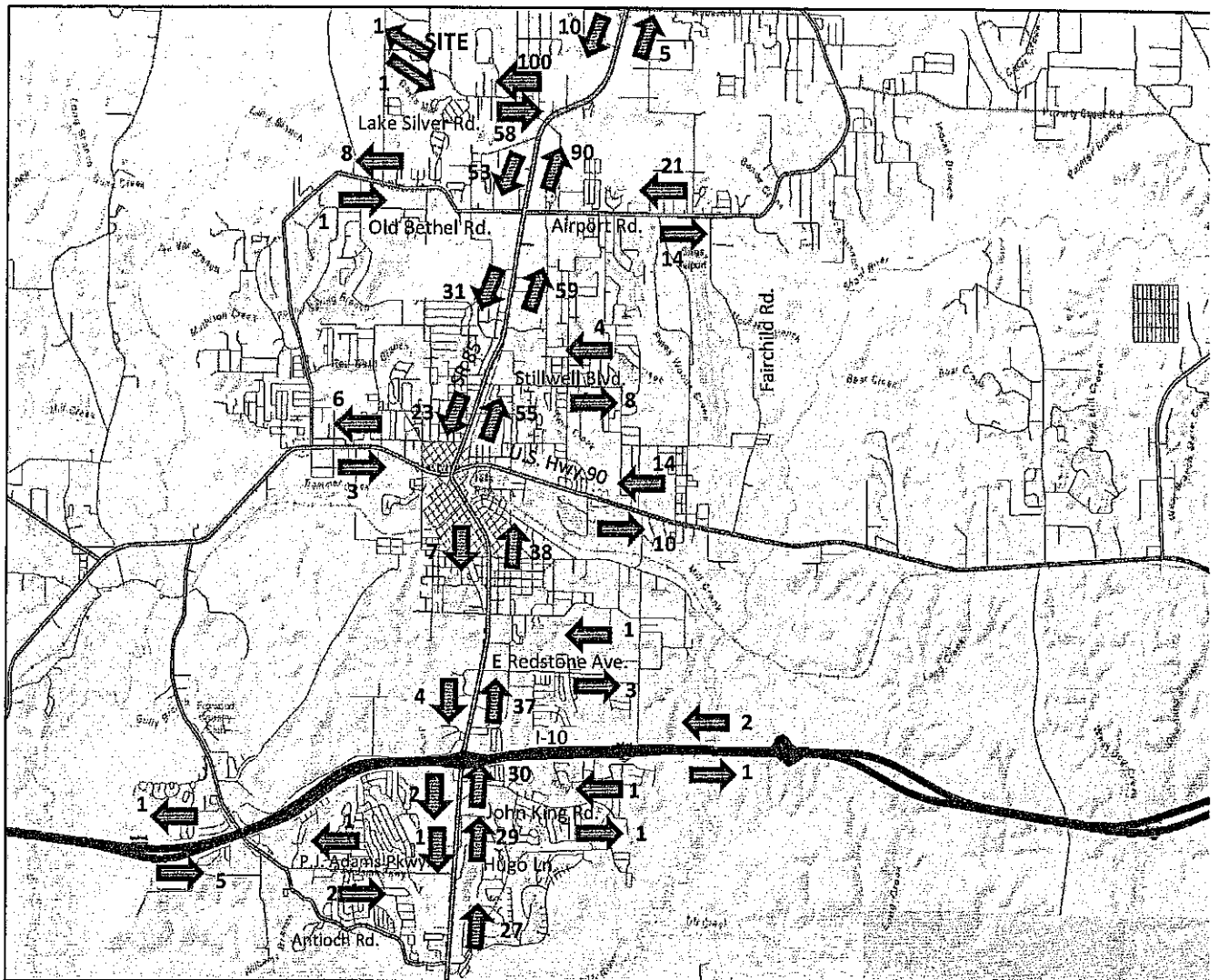


Figure 2.  
P.M. Peak-Hour Project Trip Distribution

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**Advertising Invoice & Statement**

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<b>Customer</b>	Department of Growth Management 402 Brookmeade Drive Crestview, FL 32539 Attn: Sherry Reed	<b>Billing Date</b>	12/26/2016
		<b>Account Number</b>	2013951
		<b>Amount Due</b>	\$423.80

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<b>Date</b>	<b>Pub</b>	<b>Description/Comments</b>	<b>Net Amount</b>
12/26/2016	DN	10913735 BCC Currie Lakes	\$423.80

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**TOTAL AMOUNT DUE UPON RECEIPT** **\$423.80**

Please return this portion with remittance. Include your account number on your check to ensure proper credit. Thank you for your business.

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<b>Customer</b>	Department of Growth Management 402 Brookmeade Drive Crestview, FL 32539 Attn: Sherry Reed	<b>Billing Date</b>	12/26/2016
		<b>Account Number</b>	2013951
		<b>Amount Due</b>	\$423.80

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# Daily News

Published Daily

Fort Walton Beach, Florida

Distributed in Okaloosa, Santa Rosa & Walton Counties

STATE OF FLORIDA  
COUNTY OF OKALOOSA

Before the undersigned authorized personally appeared Dawn M. Barnes, who on oath says that (s)he is an employee of Gatehouse Media Group, owner of the Northwest Florida Daily News, a daily newspaper published at Fort Walton Beach, in Okaloosa County, Florida; that the attached copy of advertisement, being a

### BCC CURRIE LAKES

was published in said newspaper in the issues of

**12/26/2016**

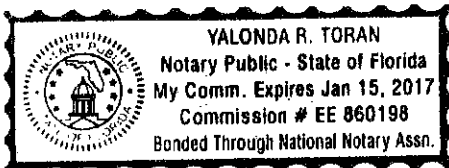
Affiant further says that the said Northwest Florida Daily News is a newspaper published at Fort Walton Beach, in said Okaloosa County, Florida, and that the said newspaper has heretofore been continuously published in said Okaloosa County, Florida, each day, and has been entered as periodicals matter at the post office in Fort Walton Beach, in said Okaloosa County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that (s)he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*Dawn M. Barnes*  
\_\_\_\_\_  
(Signature of Applicant)

I attest that the attached document is a true, exact, complete and unaltered photocopy made by Dawn Barnes of a Notice presented to me by the document's custodian, Northwest Florida Daily News, and, to the best of my knowledge, that the photocopies document is neither a vital record nor a public record, certified copies of which are available from an official source other than a notary public.

Sworn to and subscribed before me this day of December 28, 2016 by Dawn M. Barnes, X who is personally known to me or    who has produced        as identification.

*Yalonda R. Toran*  
\_\_\_\_\_  
(Signature of Notary Public-State of Florida)



Notary Public

## RUSSIA

Continued from A1

around the clock.

Emergency crews found fragments of the plane about 1.5 kilometers (1 mile) from shore. By Sunday evening, rescue teams had recovered 11 bodies and Transport Minister Maxim Sokolov said fragments of other bodies were also found.

Asked if a terror attack was a possibility, Sokolov said investigators were looking into every possible reason for the crash.

The plane belonging to the Defense Ministry was taking its world famous choir, the Alexandrov Ensemble, to a New Year's concert at Hemeleim in the base in Syria's coastal province of Latakia. Those on board also included nine Russian journalists and a Russian doctor famous for her work in war zones.

Russian President Vladimir Putin went on television to declare a nationwide day of mourning.

"We will conduct a thorough investigation into the reasons and will do everything to support the victims' families," Putin said.

The Black Sea search area — which covers nearly 4 square miles — was made more difficult by underwater currents that carried debris and body fragments into the open sea.

Sokolov said the plane's flight recorders did not have the radio beacons common in more modern aircraft, so locating them on the seabed was going to be challenging.

The Tu-154 is a Soviet-built three-engine airliner designed in the late 1960s. More than 1,000 have been built, and they have been used extensively in Russia and worldwide. The plane that crashed Sunday was built in 1983, and underwent factory check-ups and maintenance in 2014 and earlier this year, according to the Defense Ministry.

## POPE

Continued from A1

bombers. He expressed hope that dialogue would prevail over "the mindset of conflict" in both South Sudan and the Democratic Republic of the Congo.

The heavy security at the Vatican reflected apprehension in much of Europe, which is reeling from extremist attacks. Last week, 12 people died in Berlin when a Christian man who had pledged allegiance to the Islamic State group plowed a truck through a crowd at a Christmas market. He was killed a few days later in a shootout near Milan.

"Peace to all those who have been injured or have suffered the loss of a loved one due to the brutal acts of terrorism that have sown fear and death in the heart of many countries and cities," the pope said.

Referring to the meaning of Jesus' birth, Francis said: "Today this message goes out to the ends of the Earth to reach all peoples, especially those scarred by war and harsh conflicts that seem stronger than the yearning for peace."

His Christmas message also recalled Colombia, which has seen his personal intervention try to end Latin America's longest running conflict,

Magomed Tolbovay, a decorated Russian test pilot, said the circumstances of the crash indicated that all on board had died.

"There is no chance to survive in such situation," he said, according to the Interfax news agency.

Before Sokolov spoke to reporters in Sochi, senior Russian lawmakers had ruled out a terror attack, arguing that the military plane was tightly secured. Security is particularly tight in Sochi, which hosted the 2014 Winter Games and is regularly visited by Putin, who has a residence there.

But some experts noted that the crew's failure to report a malfunction pointed at a possible terror attack.

"Possible malfunctions ... certainly wouldn't have prevented the crew from reporting them," Vitaly Andreyev, a former senior Russian air traffic controller, told RIA Novosti, adding that it points at an "external impact."

Russian planes have been brought down previously by terror attacks.

In October 2015, a Russian plane carrying mostly Russian tourists back from vacation in Egypt was brought down by a bomb over the Sinai Peninsula, killing all 224 people aboard.

Officials said the explosive device was planted in the plane's luggage compartment. The local affiliate of the Islamic State group claimed responsibility.

In August 2004, two Russian planes were blown up in the skies over Russia on the same day by suicide bombers, killing 89 people. A Chechen warlord claimed responsibility for the twin attacks.

In the last year, the Russian military has repeatedly flown Russian singers and artists to perform at Hemeleim, which serves as the main hub for the Russian air campaign in Syria. This plane was carrying performers for New Year's, the main holiday for most Russians.

and Venezuela, where a papal envoy has tried to facilitate talks between the government and the opposition as Venezuelans endure widespread food and medicine shortages.

Francis expressed concern over tensions on the Korean peninsula, and over Myanmar, which he said should "consolidate efforts to promote peaceful coexistence."

During Christmas Eve Mass in the basilica, Francis said Jesus' birth, in a humble stable, calls to mind how some children today must hide in underground bomb shelters, live on the street, lie on the bottom of overcrowded smugglers' boats, are given weapons instead of toys or aren't allowed to be born at all.

Throughout his papacy, Francis has denounced the Islamic extremist violence that has driven Christians from Middle East communities that date to Christianity's foundations. He has also demanded that Europe in particular do more to welcome refugees.

Reflecting the pope's concern for migrants, refugees and others on society's margins, Bologna's archbishop celebrated a Christmas Eve Mass for the homeless in a waiting room of that Italian city's main train station.

# Queen Elizabeth II misses Christmas service due to illness

The Associated Press

SANDRINGHAM, England — A bad cold kept Queen Elizabeth II from attending the traditional Christmas morning church service near her Sandringham estate in rural Norfolk, England, raising some concerns about her health.

It's extremely rare for Elizabeth, now 90, to miss the service, which is a cornerstone of the royal family's Christmas celebrations and brings the monarch into contact with locals who gather outside for a glimpse of her.

"The Queen continues to recover from a heavy cold and will stay indoors to assist with her recovery," Buckingham Palace said. "Her Majesty will participate in the royal family Christmas

celebrations during the day."

Those festivities included a gala lunch. In past years, the royal family would often go for extended walks in the countryside.

Elizabeth has been in generally good health and has maintained an active schedule in the last year despite traveling less often than in the past. Recently she stepped down as patron for about 20 charities and groups to lighten her workload.

Her husband, 95-year-old Prince Philip, has also cut back on his public schedule and his charitable works in the last few years. He was also suffering from a severe cold earlier in the week, the palace said.

Philip did attend the Sunday morning Christmas service, waving to

well-wishers on his way out of the church in a car.

Prince Harry spent time talking to locals after the church service and stopped to pet a dog. There was no sign of his girlfriend, American actress Meghan Markle, who recently visited him in London.

Elizabeth and Philip were joined in Sandringham by other senior royals including Prince Charles, Prince William and his wife Kate, along with their two children, Prince George and Princess Charlotte, were celebrating Christmas with Kate's parents at their home in Bucklebury, a village west of London.

The queen used her annual pre-recorded Christmas Day message to praise British Olympic and Paralympic athletes and others who inspired her. The traditional

message of goodwill was televised throughout Britain and much of the Commonwealth.

The broadcast included video of her poth birthday celebrations and a gigantic street party attended by charity workers from across Britain. The soft-spoken queen praised ordinary people for pitching in to do good works.

"To be inspirational, you don't have to save lives or win medals. I often draw strength from meeting ordinary people doing extraordinary things — volunteers, carers, community organizers and good neighbors. Unsung heroes whose quiet dedication makes them special," she said.

She also praised the charitable foundations started by Philip and Charles some 60 and 40 years ago, respectively.

# Christmas Day blizzard takes aim at the Dakotas, Montana

The Associated Press

CHICAGO — It'll be a white — but slick and messy — Christmas for the northern Plains and some Western states.

Most of the Dakotas and southwest Minnesota was turning into an "icy, slippery mess" due to freezing rain Sunday morning that was expected to change into snow later in the day when temperatures fell, according to National Weather Service meteorologist Greg Gust in Grand Forks, North Dakota.

His advice to holiday travelers: "Slayput."

"Between the ice and snow, and winds howling like crazy, there will be nothing moving" until late afternoon Monday, he said. "Then it's dig-out time."

A blizzard warning was in effect for most of North Dakota, western South Dakota and a small section of eastern Montana through Monday, with expected snow totals of 8 to 15 inches and winds up to 55 mph.

The North Dakota

Transportation Department closed a 240-mile stretch of Interstate 94 Sunday night, from the Montana border to Jamestown. A 100-mile stretch of U.S. Highway 83 between Bismarck and Minot also was closed due to drifting snow and near-zero visibility.

Up to a ½ inch of ice could accumulate in central Minnesota, and the weather service has said anyone who "must travel" should have an extra flashlight, food and water.

Rain and possible storms were due to move through parts of Kansas, Missouri, Texas, Oklahoma and Nebraska on Sunday.

## CORRECTED NOTICE OF PUBLIC HEARING

Notice is hereby given of public hearings to be held to consider the adoption of an ordinance entitled as follows:

An ordinance amending the Oklahoma County Comprehensive Plan, Ordinance No. 90-1, as amended; amending the Future Land Use Map as depicted in the attached map; providing for sewerability; providing an effective date; and an ordinance amending Ordinance No. 91-91, as amended rezoning certain parcels of property in Oklahoma County as depicted in the attached map; providing for sewerability; providing an effective date.

The ordinance is for property shown and described in the map in this advertisement. A public hearing has been scheduled as follows:

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.

Board of County Commissioners: 9:00 AM or soon thereafter, on January 3, 2017 in the City of Crestview, Council chambers, 198 N. Wilson St., Crestview, FL.

ALL INTERESTED PERSONS ARE INVITED TO ATTEND AND BE HEARD REGARDING THE ORDINANCE.

The proposed ordinance may be inspected by the public at the Department of Growth Management offices in Shalimar, 1250 N. Eglin Pkwy., 3rd floor, (850) 651-7180 or in Growth Management offices located at 402 Brookmeade Dr. Crestview, (850) 659-5000.

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.

Oklahoma 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 offices described above and must be made at least 48 hours in advance of the hearings in order to provide the requested service.

## CORRECTED NOTICE OF PUBLIC HEARING

Notice is hereby given of public hearings to be held for consideration of a Development Agreement by and between the Board of County Commissioners and Currie Lakes, LLC for the purpose of establishing development rights for certain real property located within the unincorporated area of Oklahoma County; providing assurances in accordance with existing laws and policies subject to the conditions of the agreement; and, insuring that the agreement is in compliance with applicable provisions of Sections 163.320-163.324, Florida Statutes, and the Oklahoma County Comprehensive Plan.

The Agreement is for the property shown and described in the map in this advertisement. A public hearing has been scheduled as follows:

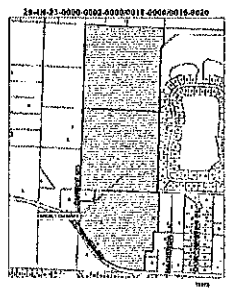
Board of County Commissioners: 9:00 AM, or soon thereafter, on January 3, 2017, in the City of Crestview, Council chambers, 198 N. Wilson St., Crestview, FL.

ALL INTERESTED PERSONS ARE INVITED TO ATTEND AND BE HEARD REGARDING THE ORDINANCE.

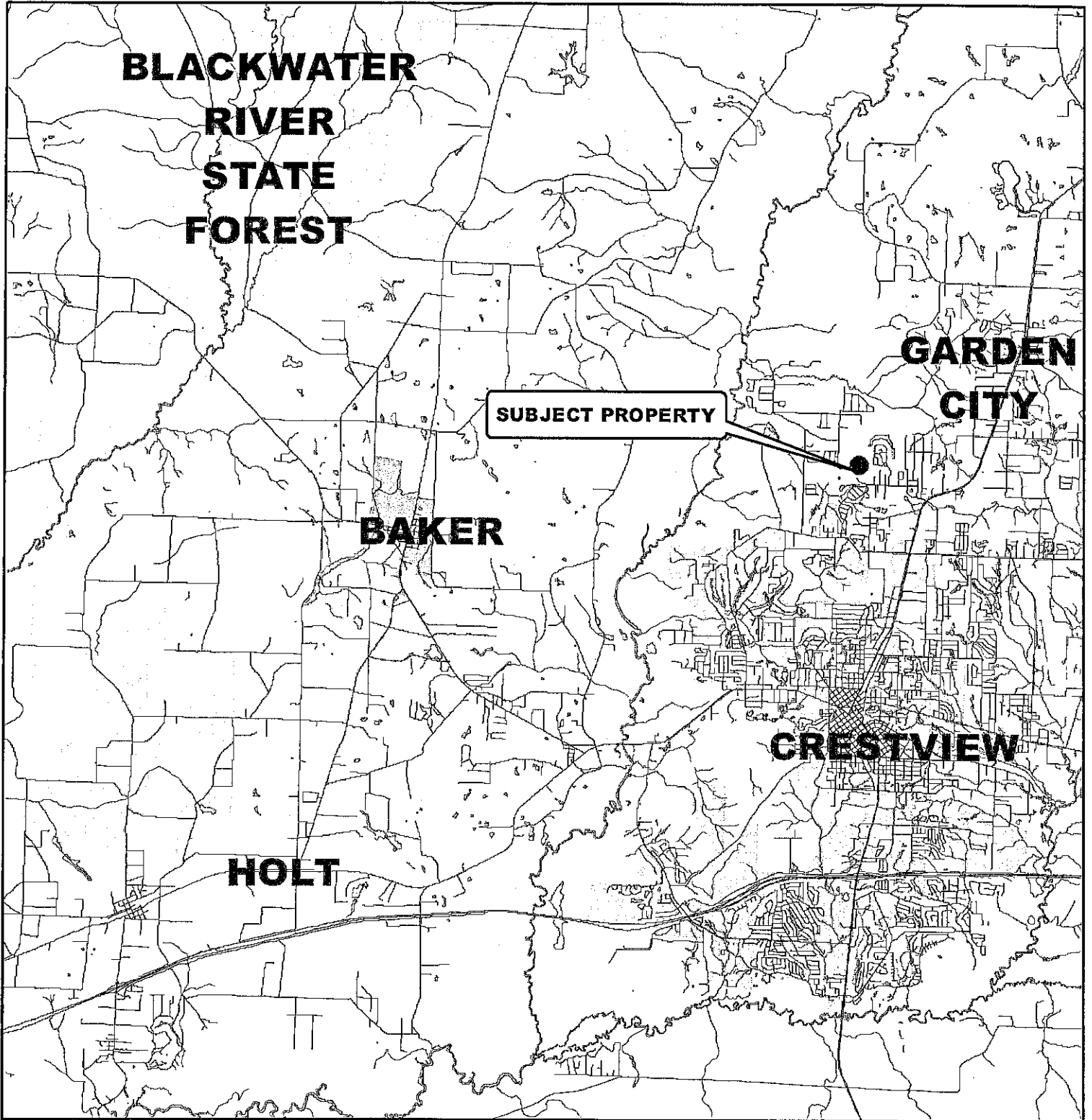
The proposed Agreement may be inspected by the public at the Department of Growth Management offices in Shalimar, 1250 N. Eglin Pkwy., 3rd floor, (850) 651-7180 or in Growth Management offices located at 402 Brookmeade Dr. Crestview, (850) 659-5000.

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.

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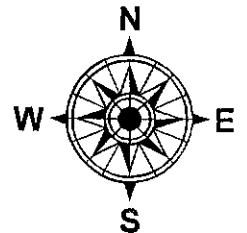


**ATTACHMENT - A**  
**29-4N-23-0000-0002-0000/0016-0000/0016-0020**



**Legend**

— Roads



**Location Map**

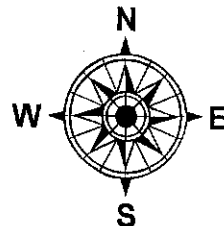
**ATTACHMENT - B**

**29-4N-23-0000-0002-0000/0016-0000/0016-0020**



**Legend**

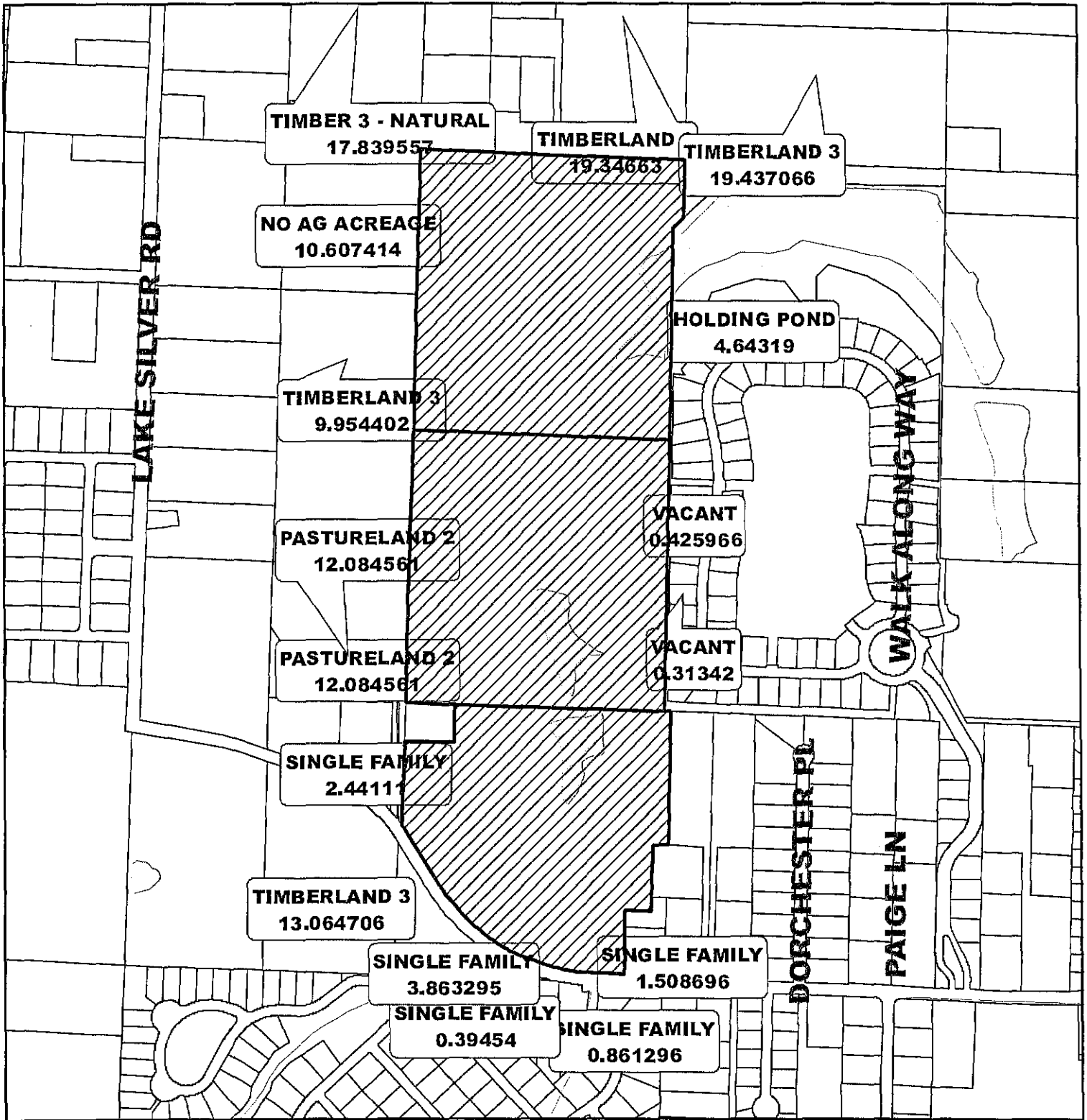
 Parcel Lines



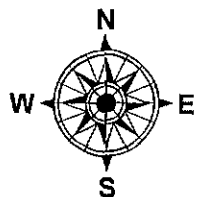
**Aerial Photo**

# ATTACHMENT - C

29-4N-23-0000-0002-0000/0016-0000/0016-0020



## Existing Land Use Map



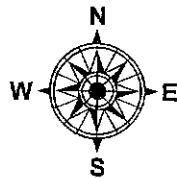


# ATTACHMENT - D

29-4N-23-0000-0002-0000/0016-0000/0016-0020



FLUM Legend



ZONE Legend

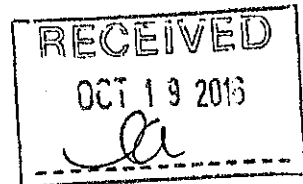


## FLUM & Zoning Map



ATTACHMENT

F



October 18, 2016

Ms. Sherry Reed, Planner  
Okaloosa County  
Department of Growth Management  
402 Brookmeade Drive  
Crestview, FL 32539

Our Ref. No.: 13892.00  
Subject: Application for Development Agreement  
Parcel Numbers: 29-4N-23-0000-0002-0000;  
29-4N-23-0000-0016-0000; AND  
29-4N-23-0000-0016-0020

Dear Ms. Reed,

Please accept this letter as a request for a Development Agreement for the above referenced parcels, within Okaloosa County, Florida. These are three contiguous parcels. One of the contiguous parcels (Parcel I.D. 29-4N-23-0000-0002-0000) is owned by Robbie and Nola Thomas. One of the parcels (Parcel I.D. 29-4N-23-0000-0016-0000) is owned by The Dorrette M. Currie Revocable Trust, of which Ms. Myra Evans is the Trustee. The third parcel (Parcel I.D. 29-4N-23-0000-0016-0020) is owned by The Daughter's Trust, of which Ms. Myra Evans and Ms. Nola Thomas are Co-Trustees. Enclosed with this letter is a "Letter of Application Authorization" which was prepared by Ms. Myra Evans, which provides authorization for Ms. Nola Thomas to execute any and all applications for rezoning, comprehensive plan amendments, development order, etc. for the two parcels which are owned by the Trusts which are listed above. Therefore, Ms. Nola Thomas will be the Applicant for this Development Agreement application. For your reference, I have also enclosed a copy of the documents for each of the above referenced Trusts.

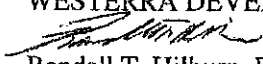
The parcels underwent a rezoning and a Future Land Use Map Amendment back in 2014. Each of the parcels are now currently zoned Residential R-1. And the current FLUM designation for each of the parcels is Low Density Residential (LDR). The proposed residential subdivision that has been designed contains 160 single-family lots, which equates to a density of 1.49 dwelling units per acre.

The proposed subdivision design does not meet the traffic concurrency criteria stipulated in the Okaloosa County Land Development Code. Therefore, the owner is requesting a Development Agreement with the Okaloosa County Board of County Commissioners which will include a project-specific traffic mitigation plan which will bring the project's design into compliance with the traffic concurrency criteria stipulated within the Okaloosa County Land Development Code.

It is my pleasure to submit this Application for Development Agreement for the above referenced parcels. If you have any questions, please call me at (850) 682-6321, extension 102.

Sincerely,

WESTERRA DEVELOPMENT, INC.

  
Randall T. Hilburn, P.E.  
President

L:\13892.00\letter009.doc

Okaloosa County Department of Growth Management  
c/o: Ms. Sherry Reed - Planner  
402 Brookmeade Drive  
Crestview, FL 32539

RE: REF # 13892.00 Nola & Robert Thomas Application

11/22/16

Sir or Madam;

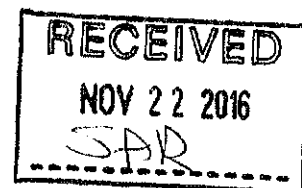
We live at 2701 Lake Silver Rd. Our property shares the property line on the southeast corner of the Proposed Development referenced above. We have lived here since 2005. In 2014 we purchased some additional land from Ms. Thomas, to protect our investment.

We are opposed to this development, but we also know it is inevitable, so we accept it. However, the traffic issue needs to be addressed, and should be addressed before any approval should be granted for this application.

Lake Silver Rd is a country road, which has turned into a major road over the past 10 years. The occupied developments to the north and west of our property, have grown exponentially. This growth **did nothing** to manage the traffic flow. Lake Silver Road has several sharp curves and "S" type curves, that area drivers like to use for their "NASCAR training". One of these "S" curves occurs at the end of our driveway. When we leave our driveway, we have to gun the engine to get out, because of the speeding traffic coming around the "S" curves. We have complained to the Sheriff's Department, and they do what they can, but as you are well aware, their resources are also stretched. Directly across the road from us is Silver Oaks Development. This entrance is directly across the proposed entrance to the above referenced development, and 62 feet to the west of our driveway, at the end of the "S" curves.

Attached are 2 Google Maps Aerial views, one from 2005, and the other 2016. You can see the amount of housing that has been built and is occupied down the road from our property (north and west) during that time span. Again, no improvements were made to Lake Silver to aid in traffic flow or residential protection. Does the County not collect Impact Fees to use for needed improvements that increased traffic and development cause?

Many residents, including ourselves, walk along this road with our dogs. There are no shoulders and cars don't move over as they blatantly speed by. Additionally, there are several homes with young children that ride their bikes along Lake Silver or walk to friends' homes. **It is very dangerous and many have experienced the close call with a car that won't slow down or move over.** Adding 160 homes to this flow of traffic in this part of Lake Silver Rd, will make this road, extremely dangerous, and irresponsible without making improvements.



We are suggesting the following improvements to be made to Lake Silver Rd.

- 1) Install a 4 way stop outside the entrance of Silver Oaks Development, and this proposed development. Once local traffic gets used to the 4 way stop, then the traffic will get slowed down, and residents from both developments and residents, like us, will be able to safely enter Lake Silver Rd. Additionally, the 4 way stop will force the local traffic travel east on Lake Silver Rd to slow down and allow, safe exit from the proposed development off of Currie Road; this is where the other entrance/exit is located for the proposed development.
- 2) Install wide shoulders so they can be used safely by local residents to walk.

Besides the traffic hazard condition, there are a few other things, that we want to make sure are addressed before approval to this proposed development.

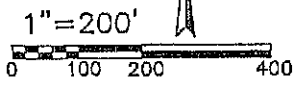
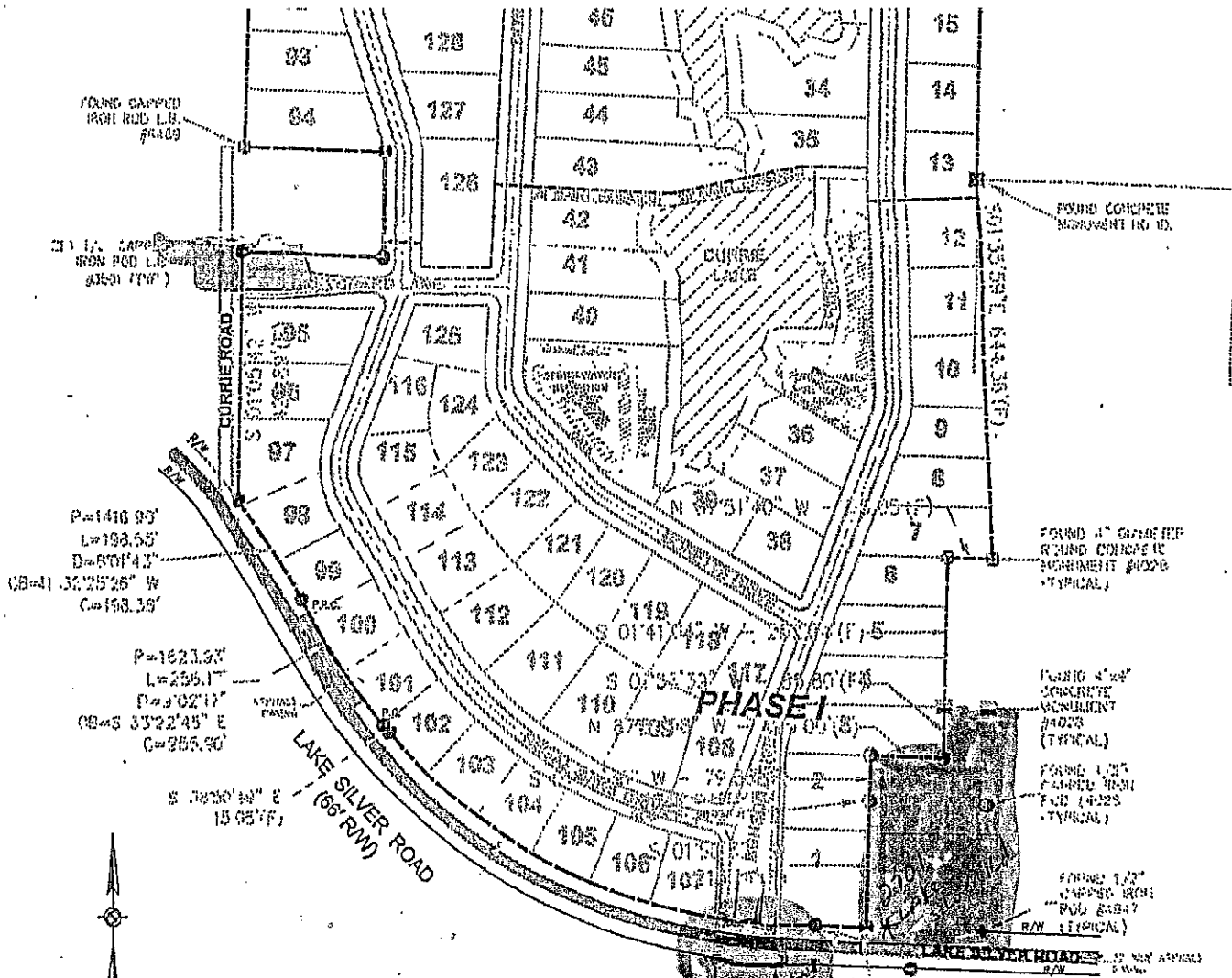
- 1) A turtle survey should be done and gopher turtles relocated during the construction. Often we see gopher turtles of various age, travel into our back yard from the proposed development land. If one was done back in 2014, it will need to be repeated.
- 2) Our property directly butts up to lots 1-3. We would request that the developer install; at a minimum a 6ft privacy fence or wall. This is to protect our property as well as the new owners of lots 1-3.

We will be at the public hearing on 12/8 and I am hoping that our letter and attachments could be included in the packets of the Commissioners. Thank you.

2701 Lake Silver Rd

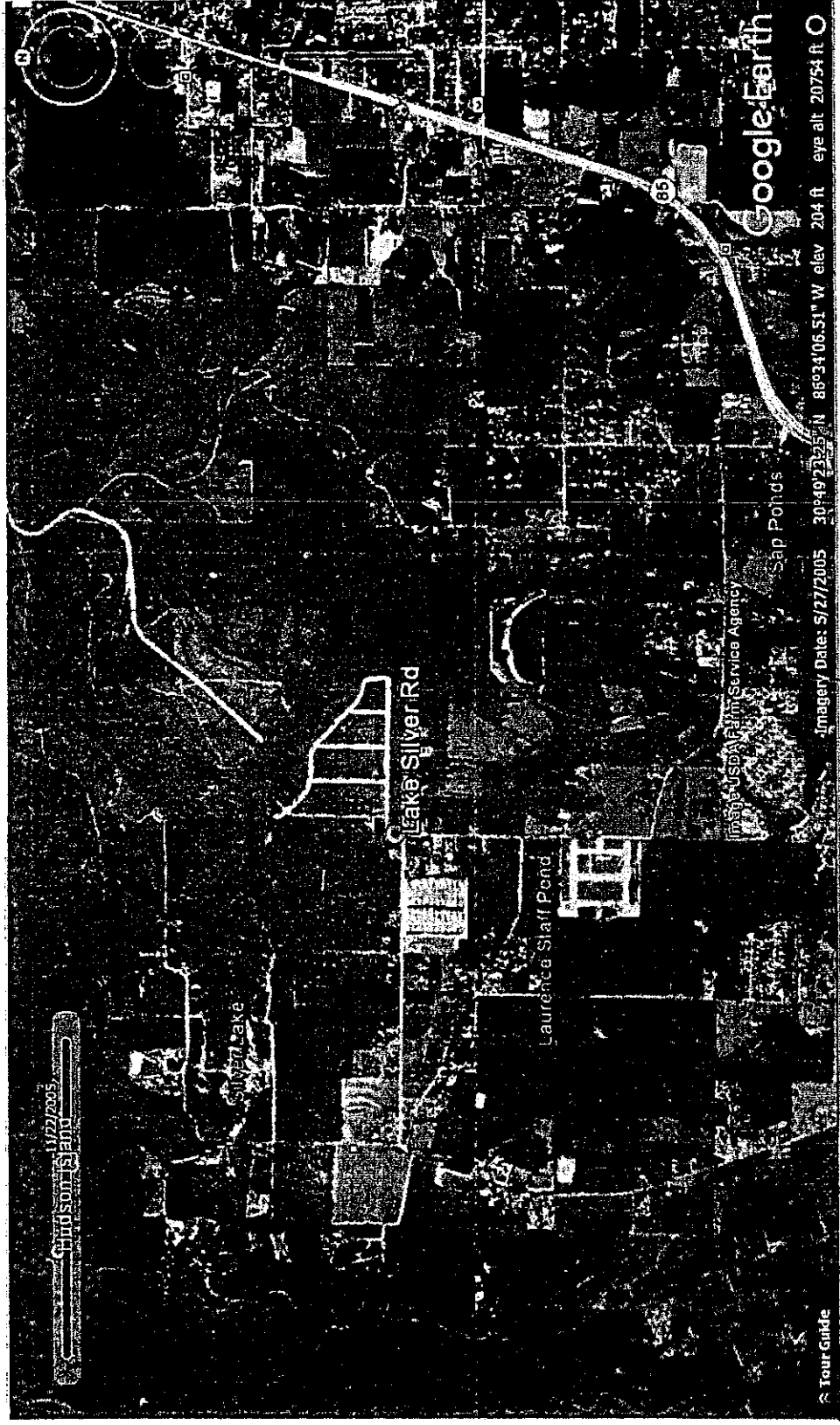
Jayne Swift – 305-4638

Elizabeth Moody – 612-5579



Silver Oaks Develop. Proposed 4-way stop

2005



→ 2005 lake cover map

2016

